## Jasper County, Jowa

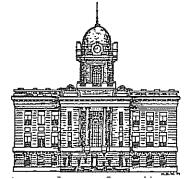
Joe Brock

Item 7

**Board Appointments** 

**Denny Carpenter** 

**Dennis Stevenson** 



Board of Supervisors Courthouse PO Box 944 Newton IA 50208 Phone 641-792-7016 Fax 641-792-1053

#### JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us May 6, 2014 9:30 a.m.

Item 1 **Human Resources - Dennis Simon** a) New Position Requisition for Part-time Zoning Clerk - Planning & Zoning Item 2 Sheriff - John Halferty a) Approve Food Service Contract with CBM Managed Service Item 3 **Greater Newton Area Chamber of Commerce – Darrell Sarmento** a) July 4<sup>th</sup> Events b) Main Street Update Item 4 Engineer – Russ Stutt a) Resolution to approve and sign plans for T22 b) Tantem Straight Truck bids c) Dump Body and snow equipment bids d) Salt bids e) Resolution to approve a temporary speed limit during construction Item 5 Elderly Nutrition - Kelli VanManen a) Contract Award for FY2015 and FY2016 Item 6 Approval of Board of Supervisors minutes for 4/22/2014

**PUBLIC INPUT & COMMENTS** 

#### Resolution 14-

WHEREAS, the Jasper County Planning and Zoning Department has the need for and has requested the Board of Supervisors create a permanent position for a Part-Time Zoning Clerk.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the permanent position of Part-Time Zoning Clerk.

A hiring resolution will be presented to the Jasper County Board of Supervisors to fill the position and establish the level of pay.

Resolution adopted this 6<sup>th</sup> day of May, 2014.

	Joe Brock, Chairman
Attest:	
Dennis Parrott, Auditor	_

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 20 05/06/2014 PAGE

## Amendment No. 8 To Food Service Contract Between Jasper County and CBM Managed Services

This Amendment No. 8 (the "Amendment"), is entered into this day of	2014 ر
by and between Jasper County Sheriff's Office ("County") located at 2300 Law Center Drive	, Newton,
lowa and Catering By Marlin's, Inc. d/b/a CBM Managed Services ("CBM") located at 500 Ea	ıst 52 <sup>nd</sup>
Street, North, Sioux Falls, South Dakota.	

#### WITNESSETH:

WHEREAS, County and CBM entered into a Food Service Contract (the "Agreement") dated, March 1, 2005 for the management of the food service operation at the Jasper County Jail;

WHEREAS, County and CBM amended the Agreement previously via an Amendment dated April 1, 2007, via an Amendment dated April 1, 2008, via an Amendment dated April 1, 2009, via an Amendment dated April 1, 2010, via an Amendment dated April 1, 2011, via an amendment dated April 1, 2012, and via an amendment dated April 1, 2013;

WHEREAS, County and CBM desire to extend the term of the Agreement for one (1) additional year to cover the period from April 1, 2014 through March 31, 2015 ("Renewal Term");

WHEREAS, Article 2.3 "Adjustments to the Contract" of the Agreement provides, "After the initial contract year, the parties may adjust the contract pricing for future years based on the CPI (Consumer Price Index) "Food Away From Home Index" for the previous year.";

NOW THEREFORE, the County and CBM hereby agree to amend the Agreement as follows:

The Foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

- 1. Renewal Term: County and CBM agree to renew the term of the Agreement for one (1) additional year, effective April 1, 2014 through March 31, 2015.
- 2. <u>Cost per Meal:</u> County and CBM agree to the following cost per meal structure to be effective during the renewal term:

ı												
l	Inmate Population	25 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 80	81 +
	Price per Meal	\$3.15	\$2.79	\$2.55	\$2.34	. \$2.20	\$2.07	\$1.97	\$1.88	\$1.80	\$1.75	\$1.59
ı						***						

3. <u>Effect of Amendment:</u> Amendment No. 8 along with all previous amendments shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and all subsequent amendments shall remain in full force and effect unless otherwise modified by this Amendment.

Page 1 of 2

Initials

IN WITNESS WHEREOF, County and CBM have executed this Amendment No. 8 as of the day and year written below.

Dated this \_\_\_\_ day of \_\_\_\_\_\_, 2014

Dated this \_\_\_\_ day of \_\_\_\_\_\_, 2014

Dated this \_\_\_\_ day of \_\_\_\_\_\_, 2014

CBM Managed Services

By: Shane V. Sejnoha
Vice-President of Operations

Chairman Joe Brock

Witness

**Jasper County Board of Supervisors** 

**Auditor** 

Initials 55

Resolution	No.	

## RESOLUTION OF FINAL PLAN SUBMITAL FOR PROJECT NUMBER FM-C050(105)—55-50

Moved by,	seconded by,
To sign and appro	ove Final Plans for submittal to DOT for a July 15, 2014 Letting for a HMA
Resurfacing Project	et on T-22 and Image Ave.
AYES:	
NAYS:	
Approved this6	<u>5th</u> day of <u>May</u> , 2014.
Joseph Brock Chairman Board of	Supervisors
Dennis Stevenson Board of Superviso	rs
Dennis Carpenter Board of Superviso	rs
ATTEST:	
Dennis Par	OII

Jasper County Auditor

2030 2010

AADT

175 VPD

DESIGN DATA RURAL

IMAGE AVE

₽

SITE

AADT

TRUCKS

DESIGN ESALS

300,000

2030 2010

AADT

1200 VPD 020 VPD

AADT DATA RURAL

SITE

**TOTAL** TRUCKS

DESIGN ESALS

300,000

2030 2010

AADT

300

V₽D \Secondary

185

ESIGN

DATA RURAL AADT

28 AVE

SITE

TRUCKS

TOTAL

DESIGN ESALS

300,000

**JASPER** COUNTY

LETTING DATE JULY 15, 2014

# DEPARTMENT OF TRANSPORATATION HIGHWAY DIVISION IO₩A

S.

INDEX OF SHEETS

LITTLE SHEET AND MILEAGE SUMMARY
LICATION MAP
ESTIMATE OF QUANTITIES, GENERAL NOTES
TYPICAL SECTIONS.

PLANS OF PROPOSED IMPROVEMENT ON THE

TO MARKET SYSTEM

44TH AVENUE & IMAGE AVENUE: T22 FROM S SOUTH 5.5 MILES

KELLOGG WEST 0.7 MILES F62 AND IMAGE AVENUE FROM WCL OF

 ${
m FM-C050}(105){--55-50}$ HMA RESURFACING

"Refer to the Proposal Form for list of applicable specifications"

# TRAFFIC CONTROL

THIS ROAD WILL BE MANITAINED TO THROUGH TRAFFIC DURING CONSTRUCTION, LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MANITAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS, TRAFFIC CONTROL DEVICES, PROCECULRES, AND LAYOUTS STALL BE AS PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC), CHAPTER 130."

SCALES: AS NOTED



52,731 9.987
9.987

STA 0+00 TO 298+45 STA 0+00 TO 1192+19 STA 0+00 TO 36+67

MILEAGE SUMMARY

LOCATION

LIN. FT. 29,845 19,219 3,667

5.652 3.640 0.695 MELES

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120	10-15-13	PV301	04-19-11	PM-110	04-16-13
22	04-19-11	TC-213	04-17-12	PM-111	10-16-12
520	04-19-11	TC-214	04-16-13		
3	10-18-11	TC-233	04-16-13		
202	04-16-13 TC-282		04-19-11		

hdesof			PV-202	PV3	PM-520	PM-420	PM-120	IdeattSextlan	The followin
Brock			04-16-1	10-18-1	04-19-1	04-19-1	10-15-1	Date	Senderd Flan
Joseph Brock Chairman Board of Supervisors		-	04-16-13 TC-282	10-18-11 TC-233	04-19-11 TC-214	04-19-11 TC-213	10-15-13 PV-301	idestification	The tolkering Dandard Plans should be considered applicable to construction work on this project.
Board o			04-19-11	04-16-13	04-16-13	04-17-12	04-19-11	Zip.	d expelicable to care
Super	:					PM-111	PM-110	Identification	trustian work on
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Dennis Carpenter Board of Supervisors Approved Jasper County Board of Supervisors	*
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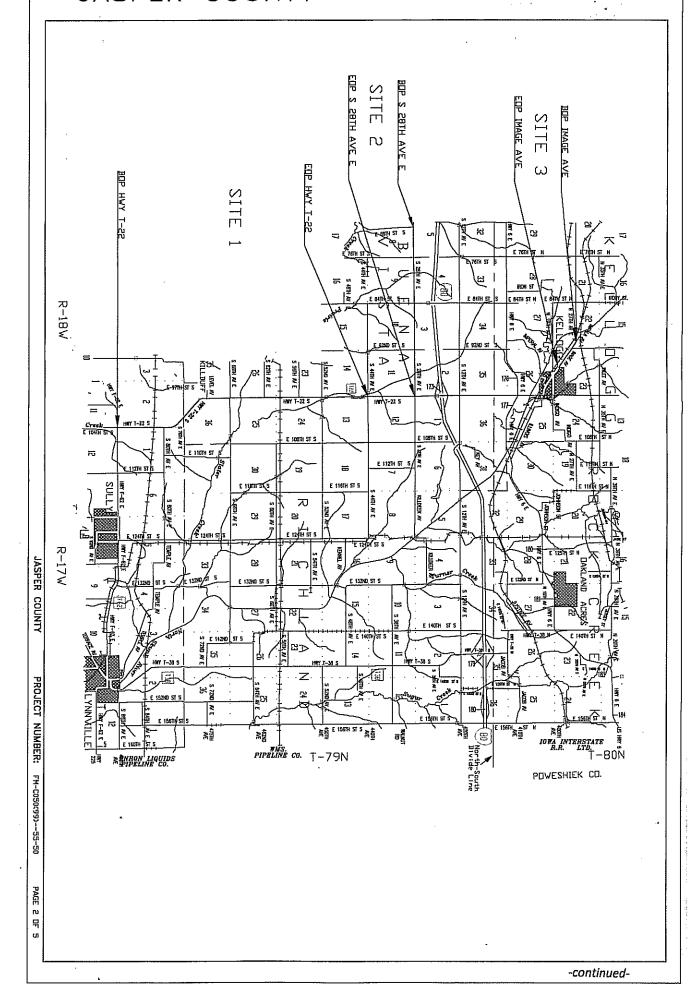
Deenis Stevenson Board of Supervisors

PROJECT NUMBER: FM-C050(105)--55-50

JASPER COUNTY

SHEET 1 DF 5

#### JASPER COUNTY



JASPER COUNTY

PROJECT NUMBER:

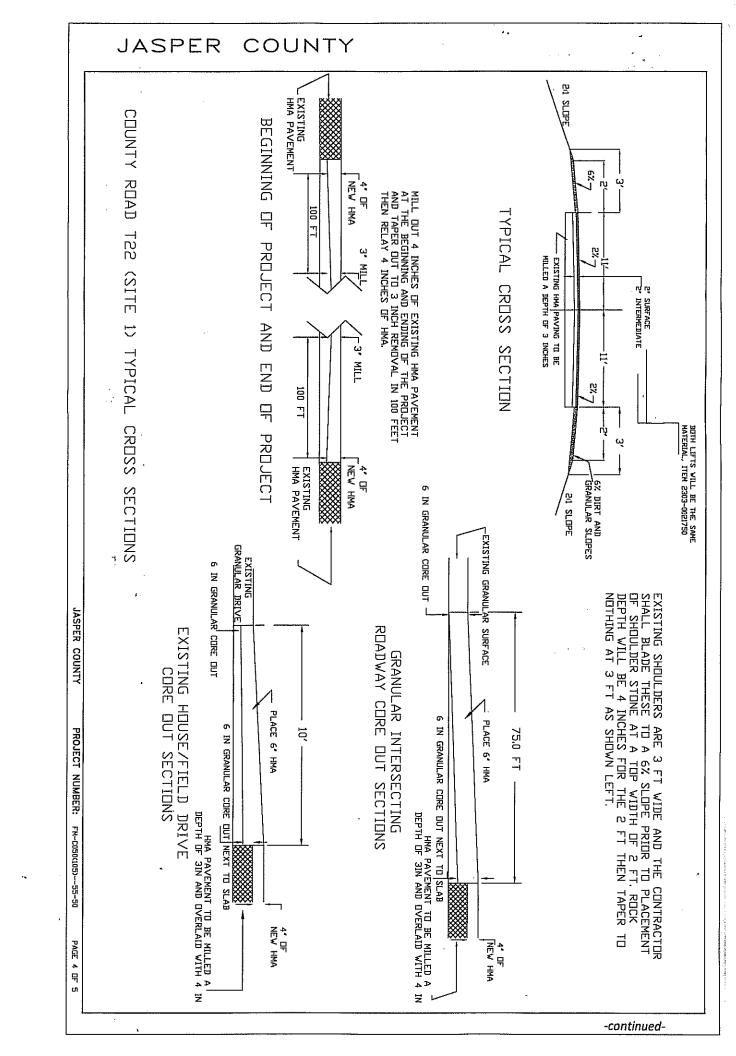
FM-C050(105)--55-50

PAGE 3 OF 5

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#### CHASSIS SPECIFICATIONS SUMMARY

April 24, 2014

DUMP	,	*	٠		O:	n/C	Ìπ	Н	wv
STRAIGHT TE									

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			STRAIGHT TRUCK WITH TRAILER
Engine	MACK MP7-395C	Transmissio	n RTO-16908LL
	395HP	Clutch	CL39DC13 EATON
Front Axle	18,000# FXL18	Rear Axle	38,000# S38R Ratio 3.40
Suspension	18,000#	Suspension	38,000# SS38
Tires	Front: 425/65R22.5	Wheels	22.5x12.25 STEEL DISC (10-HOLE)
	Rear: 11R22,5		22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 56,000#	Fuel Tanks	LH: 93gal
	GCW: 80,000#		_, <b>3</b>
Fifth Wheel		Sleeper	
		•	

#### PRICING SUMMARY

01/4 00/0 D 4 6 F	<u>List Price</u>
CHASSIS BASE	\$178,972.00
Factory Options	\$27,414.00
Freight	\$2,050,00
Less Additional Factory Rebate	
Sales Allowances	
TOTAL FACTORY	\$208,436,00
Locally Installed Options	\$600.00
Soft Products/Bulldog Protection Plans	\$0.00
TOTAL FACTORY & LOCAL	
Less Customer Discount from List	\$209,036.00 \$444.643.30
SELLING PRICE (Excluding Taxes/Fees/Trade)	\$111,612.30
Less Trade Allowances per New Vehicle	\$97,423,70
QUOTED PRICE OR TRADE DIFFERENCE	\$15,000.00
OBD Surcharge	\$82,423.70
Net FRET or Canadian GST Taxes	\$590.00
Tire Tax Credit (Municipal Only)	<b>\$0</b> .00
Sales/Usage Taxes	(\$309.78)
License/Title/Etc.	\$0.00
Misc Fees not subject to FRET	
ACOURTION COST (Include Trade if weather)	
ACQUISTION COST (Include Trade if applies)	\$82,703.92
Less Down Payment	, ,
BALANCE DUE Per Unit	\$82,703,92
PRICE (Total Order)	\$82,703.92
BALANCE DUE (Total Order)	\$82,703,92

Option: Jake Brake - \$150

Customer Signature Date

Option: 13 Speed Transmission - \$525

Option: 5 yr Engine Warranty - \$3805 (\$0 Deductible)
Option: 5 yr Engine Warranty - \$2980 (\$500 Deductible)
\*\*Both engine warranties cover EATS and Sensors
Option: Eaton Fuller 5yr RTO-16908LL Warranty - \$940

(Standard warranty 3yr/Unlimited Miles)

Total Quantity: 1 Estimated Total Weight: 18,315# Reference#: AFLQ003815A

Prepared For:
Jasper County
910 N 11th Ave E
Newton, IA 50208
Phone: 641-792-5862

Presented By: John Howard Housby Mack Dealer Signature Date

Des Molnes, IA 50313 515-299-6225 jhoward@housby.com

	avoid any potential conflicts
	Make Model VO VO VHD 64F200
	company <u>BATR TRUCK Center</u> Des Meines IA
	Calendar days from bid approval until delivery Chassis Sclivery to Rody Builder 120 de
	Bid price for one cab chassis \$103,873
690P	Trade in allowance: 48100
	Trade in will be available when Jasper County receives delivery of finished truck.
	Net total #95, 773
	Signature
	Company name BATR Truck Center
	Address 5325 NE 14th 5t
	City, State, Zip Des Moines IA 50310
	Phone 515-263-3600
	e-mail bselvy Ogatinet
rear npv to	Options: Rearends Synthetic Oil #109 Transmission Synthetic Oil N/C  13 speed transmission #269 Engine/Jake Brake #720
per tolo	Byear Premium Chassis Warranty \$1000 Wranty 3 year 1. 150 Kmiles Fold Engine Warranty  5 year Fold Vocational Engine Warranty  Miles

Cab-Chassis successful bidder and equipment successful bidder to communicate and coordinate all aspects to

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`	_	A INC.	JONES OF IOWA INC.	R. B. J.		`		dy : Soon Equip	Dump Body	



HENDERSON TRUCK EQUIPMENT
916 S 10<sup>TH</sup> STREET
MANCHESTER, IOWA 52057
888-360-7483
FAX: (563) 927-7001
CELL:(515) 689-2578
KELLY GRIFFITH

HENDERSON TRUCK EQUIPMENT (IOWA) IS PLEASED TO QUOTE THE FOLLOWING EQUIPMENT:

16' HENDERSON MARK E DUMP BODY - FLOOR, SIDES, HEAD/TAILSHEETS AR400

11' x 36" HENDERSON REVERSIBLE SNOW PLOW

TAILGATE SPREADER 201SS 6" DIRECT DRIVE

FORCE AMERICA HYDRAULICS AND CONTROLS PER SPECIFICATIONS

PROFESSIONAL INSTALLATION OF ALL EQUIPMENT

PRICE PER UNIT:

\$51,440.00

NUMBER OF UNITS

(1) ONE

TOTAL QUOTE PRICE:

\$51,440.00

OPTIONAL 10 GAUGE 201SS BODY WITH 3/16" AR400 FLOOR – SAME PRICE AS ABOVE OPTIONAL 7 GAUGE 201 SS BODY WITH 3/16" AR400 FLOOR – ADD \$800.00 OPTIONAL 3.0 GPM ELECTRIC PREWET WITH 150 GAL TAILGATE TANK ADD \$1700.00 OPTIONAL PUP TRAILER HOOKUP, IN ADDITON TO PINTLE PLATE ADD \$838.00

FOB JASPER COUNTY, NEWTON, IOWA, 45-90 DAYS FROM RECEIPT OF CHASSIS

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges.

Henderson will notify you if this occurs.

#### HENDERSON 16' MARK E 304 AR400

LENGTH 16'

SIDE HEIGHT 36"

**REAR CORNER POSTS** 8" ABOVE REAR SIDE HEIGHT

BOARD POCKETS 2" WIDE

HOIST TYPE TRUNNION MOUNT TELESCOPIC CYL W/ DOGHOUSE

FLOOR 3/16" AR400 WITH ½" PLASTIC LINER 118" WIDE

LONG SILLS 8" I-BEAM LONGSILLS

SIDES 3/16" AR 400

SIDE BRACES ONE HORIZONTAL BRACE 10GA GR50

RADIUS FLOOR TO SIDE KNEE BRACE

TAILGATE 3/16" AR400, DOUBLE HORIZONTAL BRACING 44" HEIGHT

CAB SHIELD 22" X 86" GR50 CAB SHIELD PER SPECS

BODY HINGE 2" COLD ROLLED PIN, GREASABLE BLOCKS

LIGHTS FRONT, SIDE, REAR FACING LED STROBES MOUNTED IN

CABSHIELD, WITH BACKERBOX

HOIST CS 150-6.5-4 CLASS 110 NTEA

MUD FLAPS ANTI SAIL MUP FLAPS AHEAD AND BEHIND TANDEMS

PAINT POWDER COAT RED PER COUNTY

HYDRAULICS FORCE AMERICA CONTROLS 5100EX,PER SPECS

**TOOL BOX** 18" X 18" X24"

SIDE BOARDS POLY SIDE BOARDS WITH ADDITIONAL BRACING

WALK RAIL 3/4" REBAR WALK RAIL

LADDER FOLD DOWN LADDER DRIVERS SIDE

PINTLE PLATE REAR PINTLE PLATE W/ 45 TON PINTLE, D-RINGS 7 PIN

CONNECTOR

WARRANTY ONE YEAR BODY, TWO YEAR CYLINDERS

#### HENDERSON RSP 11' REVERSIBLE SNOWPLOW

OVERALL LENGTH

11'

MOLDBOARD HEIGHT

36"

CUTTING EDGE

5/8" X 8" ONE PIECE AASHTO PUNCH PER SPEC

MOLDBOARD

3/16" GR50 STEEL WITH ADJUSTABLE TRIP SPRINGS.

STORAGE JACK, 12" RUBBER DEFLECTOR, 36" PLASTIC SIDE

MARKERS

**PAINT** 

HIGHWAY ORANGE, BLACK PUSH FRAME

**CYLINDERS** 

TWO 3" X 1 1/2" X 10" NITRITED DOUBLE ACTING

REVERSING CYLINDERS

FRONT TRUCK MOUNTED LIGHTING INCLUDED

OPTION - INTEGRAL MOLDBOARD SHIELD - ADD \$124.00

#### HENDERSON HITCH PLOW & TRUCK PORTION

TRUCK PORTION - LOW PROFILE, QUICK HITCH 30.5" CENTER

PLOW PORTION – QUICK HITCH 30.5" CENTER

CHEEK PLATE MOUNT KIT FOR INSTALL

TAILGATE SANDER

HENDERSON TGS 201 SS

6" AUGER, DIRECT DRIVE

POLY SPINNER

SPINNER SUPPORT KIT

SANDER LIGHT - MOUNTED

Warranties	(attach detailed information)
Company TRUCK EQUIPMENT, INC.	
Calendar days from cab chassis delivery until completion	
Bid price for equipment for one truck No BI	<u> </u>
Bid price for equipment for two trucks	
Net Total	
Signature: Cong meyong	
Company Name TRUCK EQUIPMENT,	Tuc
Address 1560 NE 44 TH AVE	
City, State, Zip DES MOINES, IA 50:  Phone (515) 645-9777	316
Phone (515) 645-9777	
e-mail cory @ truckequipmentin	1c. Com

Quotes may be faxed to 641-791-7740. If there are any questions please contact Scott Van Waardhuizen at 641-792-4605

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#### Jasper County Engineer

910 N 11<sup>th</sup> Ave E Newton IA 50208 641-792-5862

March 11, 2014

Hutchinson Salt Co. Attn: Marilyn Tabor 136 W 12<sup>th</sup> St Baxter Springs KS 66713 Independent Salt Attn: Steve Olson PO Box 36 Kanopolis KS 67454

Cargill Inc Attn: Denise Koch Salt Division 24950 Country Club Blvd North Olmstead OH 44070

Please Substitute this letter for the previous letter.

Dear Sir or Madam:

Jasper County is taking bids for the purchase of rock salt for the 2014-2015 winter seasons, bid price to extend through the months of September 2014 to May 2015. The average quantity of rock salt to be purchased during these winter months will be 1500 tons. The 1500 tons will be supplied throughout the course of the 2014, 2015 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14 day period. Please submit bid by April 30, 2014, you may fax your bid to 641-791-7740. Bids will be reviewed on May 6, 2014 by the Board of Supervisors. Thank you.

Bid price per ton: 73.63

Sincerely,

Russell A. Stutt, P.E. Jasper County Engineer

04/24/2014

Independent Salt Company

P. O. Box 36

Kanopolis, Kansas 67454

S. K. Olson, VP-Distribution

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#### **Jasper County Engineer**

910 N 11<sup>th</sup> Ave E Newton IA 50208 641-792-5862

March 11, 2014

Hutchinson Salt Co.
Attn: Marilyn Table 126 cc
136 W 12<sup>th</sup> St
Baxter Springs KS 66713

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Bid price per ton: 478.61

Sincerely,

Russell A. Stutt, P.E. Jasper County Engineer

#### **Jasper County Engineer**

910 N 11<sup>th</sup> Ave E Newton 1A 50208 641-792-5862

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Bid price per ton: \$80.76

Sincerely,

Russell A. Stutt, P.E. Jasper County Engineer

Resolution	No.

## RESOLUTION TO ESTABLISH A TEMPORARY SPEED LIMIT DURING THE T-38 ROADWAY RECONSTRUCTION

Moved by	, seconded by
to place a 35 MPH Speed Limit on a por	tion of S 48 <sup>th</sup> Avenue E from Kennel Avenue east 3,100 feet
in Richland Township in Jasper County	in the State of Iowa. The 35 MPH Speed Limits will remain
in place and enforced until the time that	t a resolution is passed to change such
AYES:	
NAYS:	
Approved this 6th day of	<u>May</u> , 2014.
Joseph Brock (Chairman of the Board)	)
Dennis Stevenson	
Dennis Carpenter	
ATTEST:  Dennis Parrott  Jasper County Auditor	
FOR ENGINEER USE ONLY:	
Date Signs Erected:	
Time	

#### AGING RESOURCES OF CENTRAL IOWA FY 2015 - 2016 CONTRACT AWARD (July 1, 2014 - June 30, 2016)

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Jasper County Board of Supervisors

SERVICE(S):

Title III / ES: Nutrition

Aging Resources'
Award

\$112,000

This Agreement is made and entered into as a two (2) year contract between Aging Resources of Central Iowa, hereinafter referred to as the "Area Agency" and the agency shown above, hereinafter referred to as the "Contractor."

The Contractor and the Area Agency agree to the terms and conditions of the contract which include:

- 1. This Contract Award Cover Page
- 2. Contract Budget/Specification of Service Page
- 3. Title III Contract Conditions
  Part I Conditions Applicable to Contracts of this Service Type
  Part II Conditions Applicable to all Aging Resources' Contracts
- 4. Contract Authorized Signatures Page

In witness of this agreement, the parties have agreed to extend this contract beginning July 1, 2014 and ending June 30, 2016.

CONTRACTOR:	AGING RESOURCES:
Project Manager / Date	Executive Director / Date
Authorized Official / Date	Board Chairperson / Date
Attest: Dennis Parrott, Auditor	-continued-

## FY15-16 NUTRITION BUDGET, CLIENTS AND UNITS OF SERVICE Jasper County Board of Supervisors

REVENUES	E	BUDGET
Title III C-1 Congregate	\$	45,000
Title III C-2 HD	\$	67,000
NSIP(USDA) Cash	\$	39,000
USDA Commodities	\$	-
Elder/Other Waiver	\$	50,000
Local Public Funds	\$	269,422
Other Local Funds	\$	5,000
Contributions-Cong	<del>(S)</del>	38,000
Contributions-HD	\$	77,000
TOTAL	\$	590,422
EXPENDITURES	E	BUDGET
Personnel & Fringes	\$	369,472
Premise Expenses	\$	5,400
Travel/Training/Mtgs	\$	38,500
Equipment	\$	
Supplies	\$	750
Contractual	\$	8,000
Food-Cash	\$	168,000
Food-USDA Commodities	\$	<del></del>
Other Costs	\$	300
Indirect Costs	\$	-
TOTAL	\$	590,422

UNITS OF SERVICE	CONG UNITS	CONG INELIGIBLE UNITS	HD UNITS	Elderly/ Other Waiver
Congregate Eligible Meals	20,000			
Congregate Ineligible ^60 Meals		100		
HD Meals			45,000	
Elderly/Other Waiver Meals				9,200
Nutrition Education Units	1,398			
Nutrition Counseling Units	_			

CLIENTS TO BE SERVED	CONG CLIENTS	CONG INELIGIBLE	HD CLIENTS	Elderly/ Other W
		CLIENTS		CLIENTS
60+.,	266	10	463	42
60+ Low Income	40		96	13
60+ Minority	2		5	1
60+ Minority Low Income	0		2	0
60+ Rural	266		463	42
75+	151		301	26
Eligible Spouses/Adult Children				
Volunteers				

Under the age of 60		

#### PART I: CONDITIONS APPLICABLE TO ALL NUTRITION CONTRACTS

#### Section 1.0 SCOPE OF SERVICE

- The Contractor shall provide nutrition and supportive services to eligible persons. Eligible persons are those aged 60 years or older and their spouse regardless of age, pursuant to Title III C of the Older Americans Act, as amended.
- 1.2 Nutrition service is described as providing at a congregate meal site a minimum of one hot or other appropriate meal, or providing at a client's home a minimum of one hot or other appropriate meal assuring a minimum of thirty three and one-third per cent (33 1/3%) of the Dietary Recommended Intakes (DRIs) per meal or sixty six and two-thirds per cent (66 2/3%) of the DRIs for two meals, or one hundred per cent (100%) of the DRIs for three meals per day.
  - Meals will be delivered to participants' homes on a short term emergency basis and to those who are assessed by a qualified health professional as being incapable of attendance at a congregate meal site.
- 1.3 The Contractor will, by the end of the contract period, provide the number of units shown on the Specification of Service page. A unit of nutrition service is defined as a meal served as outlined in part 1.2 above.
- 1.4 The Contractor and all staff will follow the Nutrition Program Policies and Procedures established in the Nutrition Program Policy Manual.

#### Section 2.0 SPECIFICATIONS

#### 2.1 <u>Sites and Frequency of Service</u>

- 2.1.1 Sites shall be accessible to eligible individuals. Sites located in cities determined by the US Census to have 500 or more residents 60 years of age and older must serve an average of 50 or more meals a day on 5 or more days a week. Sites located in cities determined by the US Census to have less than 500 residents 60 years of age and older must serve an average of 25 or more meals a day on 3 or more days a week. The Contractor must make meals available in at least one congregate setting 5 or more days a week. At least 80% of the total contracted meals must be served to the elderly or their spouses.
- 2.1.2 Exemption from 5 day service (or 3 day service) is granted for holidays and other days as agreed to by both parties in writing.
- 2.1.3 Exemptions from the daily meal service requirement to accommodate emergencies or reasonable and unavoidable difficulties may be requested by the Contractor and are granted at the sole discretion of the Area Agency.

#### 2.2 Meal Service

#### 2.2.1 Area Agency Generated Menus

- 2.2.1.a The Area Agency on Aging will prepare a minimum four week cycle menu four times each year.
- 2.2.1.b The Area Agency shall provide a "General" diet.
- 2.2.1.c All menu cycles will be certified by a Registered, Licensed Dietitian.
- 2.2.1.d A computer generated nutrient analysis will also be provided for all menu cycles. The targeted nutrients to be included in the computer generated nutrient analysis are: fiber, calcium, protein, sodium, total fat, vitamin D, vitamin A (vegetable derived/carotenoid sources), vitamin C, and folate.
- 2.2.1.e Copies of menus will be provided to the Contractor by the Area Agency four (4) weeks prior to the planned meal service.
- 2.2.1.f The Contractor, or designee, shall adhere to the menus provided and shall alter or reschedule such menus only with the concurrence of the Area Agency Nutrition Services Director.

#### 2.2.2 Contractor Generated Menus

- 2.2.2.a The Contractor will prepare a minimum four week cycle menu four times each year.
- 2.2.2.b All menu cycles will be certified by a Registered, Licensed Dietitian.
- 2.2.2.c A computer generated nutrient analysis shall be provided for all menu cycles. The targeted nutrients to be included in the computer generated nutrient analysis are: fiber, calcium, protein, sodium, total fat, vitamin D, vitamin A (vegetable-derived/carotenoid sources), vitamin C, and folate.
- 2.2.2.d Copies of menus will be provided to the Area Agency four (4) weeks prior to the planned meal service.
- 2.2.2.e The Contractor, or designee, shall adhere to the menus provided and may not alter or reschedule such menus only with the concurrence of the Area Agency Nutrition Services Director.

#### 2.2.3 Posting and Distribution of Menu

- 2.2.3.a Menus shall be posted in a prominent place in the dining area and the food preparation area.
- 2.2.3.b Menus shall also be provided to each home-delivered meal participant, in a fashion which is reasonably easy for them to read.

#### 2.2.4 Menu Approval Sheet

2.2.4.a The Older Americans Act (Sec. 331, 336 and 339) requires that meals meet the nutrient and food requirements found in the Dietary Reference Intakes and the Dietary Guidelines for Americans. An older adult may be offered a particular food, but that individual may refuse the food and it does not need to be served.

All menus prepared shall have a registered, licensed, dietitian complete and sign EXHIBIT 31 (of the Nutrition Policy Manual) - MENU APPROVAL SHEET for each week's menus. The following vitamins and nutrients must meet one-third of the current Dietary Reference Intakes for individuals aged 70 years and older and conform to the Dietary Guidelines for Americans as follows:

NUTRIENT	PER MEAL NUTRIENT WEE REQUIREMENT	KLY RANGE	WEEKLY NUTRIENT  AVERAGE
Protein	<u>&gt;</u> 21 grams		
	10 - 35 of Kcal		
Fat	20 – 35% of calories		
Saturated Fat	<10% of calories		
Carbohydrates	45 – 65% of calories		
Calories	533 – 1,000 per meal		
Sodium	<_1,000 milligrams based on weekly average		The number of menus above 1,200mg (Max 1 per month) Average:
Potassium	≥ 1,567 milligrams Based on weekly average	1,567 have or les	enus with less than mgs of potassium 1,000 mg sodium s?
Vitamin C	>30 mg		
Calcium	>400 mg		
Folacin	> 133 micrograms based on weeklaverage	y Avera	ige:mcg
Fiber	≥ 8 grams based on weekly average	je Avera	ige:grams
Whole grains	>half of grains are whole grains da	ily	
Beans & Legumes	> ½ Cup per week		
Dark Green, Red And Orange Vegetables	1 ½ C per week		
Seafood	> 1 seafood meal per week		

- 2.2.4.b. MENUS NOT MEETING 1/3 DRIs When a menu is returned because a particular menu does not meet 1/3 the DRIs, the Project must change or amend the menu to conform with 1/3 DRIs before the meal can be served.
- 2.2.4.c. MEAL PATTERN CATEGORIES The USDA meal pattern shall be used in the development of all menus. For a listing of all meal categories, the Nutrition Policy Manual should be reviewed for a detailed listing of foods that must be served.

### PLEASE USE NUTRITION POLICY MANUAL FOR A MORE DETAILED MENU PATTERN.

- 2.2.4.d Foods used in the preparation of meals shall be procured by the Contractor on the open market.
- 2.2.4.e Contractor may use commodities donated by the United States Department of Agriculture and made available by the Area Agency to the maximum extent possible in preparing meals to be served to participants.
- 2.2.4.f Contractor may use donated foods from the Food Bank of Central lowa or fresh garden vegetables and fruits donated to the program. Proper cleaning and sanitary food handling practices should be followed in using these items.
- 2.2.4.g Food prepared or canned in the home may not be used.

#### 2.2.5 Serving Conditions

- 2.2.5.a Congregate Meals All meals shall be prepared at the site(s) or delivered to the site(s) by the Contractor or designated representative. Catered or satellited meals must be delivered and served within 2 hours after preparation, in good condition, and at temperatures of at least 135E for hot foods and at most 41E for cold foods in appropriate temperature control carriers. The Contractor or caterer shall be responsible for taste, portion and quality of the foods. Catered and satellited food shall be delivered free from contamination by bacteria and foreign material.
- 2.2.5.b Home-Delivered Meals When home-delivered meals are provided by the Contractor or designated representative, such meals shall conform to the same nutritional standards as those served in a congregate setting and shall be handled in such a way that foods are received at the temperatures specified in #1 above in appropriate temperature control

carriers, and that they are free from contamination by bacteria and foreign material.

#### 2.2.6 Food Storage

- 2.2.6.a Fresh, frozen, canned and dry packaged foods, purchased or donated for use in the preparation of meals shall be stored under conditions of temperature, humidity, and sanitation to maximum the nutritive value, flavor, appearance while keeping it free from contamination
- 2.2.6.b Access to all food storage areas, closets and appliances shall be limited to Contractor's authorized personnel. Stored foods shall be kept secured under lock and key. Non-food items such as chemicals and cleaners shall be stored in an area separate from food storage to prevent accidental contamination or use in food preparation.
- 2.2.6.c Maximum temperatures allowable in food storage areas are as follows:

2.2.6.c.1	Frozen foods - 0E F
2.2.6.c.2	Refrigerated foods - Meats, dairy, fruits
	and vegetables 41E F
2.2.6.c.3	Dry goods - 70E F

Colder temperatures are recommended for maximum retention of nutritive value and quality. Thermometers should be kept in all storage areas so that temperatures can be monitored daily.

#### 2.2.7 Personnel

- 2.2.7.a Training All personnel secured to provide Title III-C
  Nutrition Services, such as local project managers, site
  managers, cooks and others shall participate in training
  workshops, seminars, and other meetings as provided by the
  Area Agency. The training of a caterer's personnel shall not
  be the responsibility of the contractor or the Area Agency.
- 2.2.7.b The Contractor shall procure and maintain Worker's Compensation and unemployment insurance as prescribed by the laws of the State of Iowa.

#### 2.2.8 Records

2.2.8.a The Contractor, or designee, shall keep records and submit reports by the 10<sup>th</sup> of the month following the month being reported. The Contractor, or designee, may also be required

to complete and submit other reports from time to time as may be required by the Area Agency or the Iowa Department on Aging.

- 2.2.8.b The Contractor, or designee, shall obtain National Aging Program Information System (NAPIS) intake forms and keep an accurate daily and monthly record of the number of all meals served (by client). These reports shall be submitted by the 10<sup>th</sup> of the month following the month being reported.
- 2.2.8.c Copies of signed receipts showing that the full cost of the meal was received from non-eligible persons shall be totaled monthly and submitted to the Area Agency with the payment request for that month.
- 2.2.8.d The Contractor shall maintain a file of Incident Reports on accidents and injuries sustained by persons using program services.
- 2.2.8.e The Contractor shall call the Area Agency and report all suspected cases of food borne illness within 12 hours and will follow up with a written report.
- 2.2.9 <u>Laws and Licenses</u> The Contractor or designated representative shall comply with all applicable Federal, State and local laws and regulations regarding the preparation and sanitary handling and storage of food and shall procure and keep in effect all licenses, permits and food handlers' cards as required by law, and shall post the same in a prominent place in the individual sites.
- 2.2.10 <u>Inspection</u> The Contractor or designated representative shall permit the designated representatives of the Area Agency to visit food preparation, handling and storage facilities during regular business hours for the purpose of ascertaining compliance with all applicable government standards.

#### 2.3 Supportive Social Services

The Contractor shall make reasonable efforts to provide linkages to a comprehensive and coordinated delivery system for meal program participants. The following services must be provided:

- 2.3.1 <u>Nutrition Education</u> provide participants with available facts about the kinds and amounts of foods that are required to meet one's daily nutritional needs.
- 2.3.2 <u>Supplemental Nutrition Assistance Program (SNAP)</u> provide participants with information on the program and to assist in applying for the Supplemental Nutrition Assistance Program (SNAP) (formerly food stamps).

2.3.4 Other Supportive Services - provide participants with information on the availability of transportation, home health and personal care programs, health and human service counseling, welfare/consumer counseling, legal counseling, and other educational and recreational activities.

#### 2.4 Home-Delivered Program Participants

- 2.4.1 The Contractor shall provide a home-delivered meal to eligible persons, within the contractor's service area for a period of up to a week (7 days). To continue services after that time a participant must be interviewed by the contractor and/or certified for home-delivered meals by a qualified health professional, and the certification must be on file, verifying the participant's need for a home-delivered meal. A doctor must certify the need for a home-delivered meal client with a specific dietary need.
- 2.4.2 The Contractor shall review the progress of each participant at least semi-annually to determine his or her need for continued homedelivered meals and the need for additional supportive services.
- 2.4.3 The Contractor shall send a letter to home-delivered meal clients informing them of the number of meals received each month, the total programmatic cost of those meals, and the suggested contribution using the suggested contribution schedule as established by the site distributing the home-delivered meal. Contractor shall provide an addressed return envelope with this letter so that clients may mail a contribution for their meals. Home-delivered clients must be clearly informed that they are not obligated to contribute, and that the contribution is purely voluntary. Delivery persons shall not accept contributions for home-delivered meals.

### PART II: CONDITIONS STANDARD TO ALL TITLE III AND STATE AGING PROGRAMS CONTRACTS

#### Section 3.0 Contract Amount

- 3.1 The Contractor may receive, under this Agreement, funding not to exceed the amounts shown on the Contract Budget page. The source of funds (Title III or Iowa Aging Programs) is shown on the Contract Budget page.
- 3.2 Payments under this Agreement are reimbursement for expenditures in accordance with the budget shown on the Contract Budget page.
- 3.3 The amount of Area Agency funding is subject to change due to decreases or increases in availability federal or state funding.
- 3.4 The total amount of this contract is the total of the Area Agency funding, required match and any over-match listed on the Contract Budget page. The total amount is subject to any and all funding restrictions which apply to the funding from the Area Agency.
- 3.5 Allowable Indirect Costs may not exceed 15% of the Contractor's Expenditure Budget.
- 3.6 Contractors who receive Title III funding from the Area Agency are required to provide matching funds from local sources in the following three-step match requirement.

Year of Contract	<u>Match Ratio</u>
1	75% - 25%
2	60% - 40%
3 & after	50% - 50%

#### Section 4.0 Designation of Project Manager

- 4.1 Project Manager The Contractor agrees to assign the duties and responsibilities of Project Manager to the person identified as such on the cover page. The Project Manager is authorized by the Contractor to administer the terms and conditions specified in this agreement or to negotiate, on behalf of the Contractor, any changes to this agreement.
- 4.2 Modifications The Contractor may change the person assigned the duties and responsibilities of Project Manager upon submission of the authorized signature form to the Area Agency.

#### Section 5.0 Personnel and Subcontracting

Aging Resources will not contract with any entity that is excluded from participation in Federal Health Care Programs. Providers and contracting entities are required to check the program exclusion status of individuals and entities prior to entering into employment or contractual relationships. To determine whether an individual or entity is excluded search the HHS-OIG website at: <a href="http://exclusions.oig.hhs.gov/">http://exclusions.oig.hhs.gov/</a>. An excluded individual or an entity employing or contracting with an excluded individual that submits a claim for reimbursement to federal health care program, or causes such a claim to be submitted, may be subject to civil money penalties and other damages for each item or service furnished during the period that the person or entity was excluded (section 1128A(a)(1)(D) of the Social Security Act).

Providers should search the HHS-OIG website monthly to capture exclusions and reinstatements that have occurred since the last search. Claims paid for services rendered by an excluded individual or entity could be subject to repayment. Providers can search the HHS-OIG website by the name of any individual or entity. An additional listing of parties excluded from any federal payment is the Excluded Parties List System (EPLS) at <a href="https://www.epls.gov/">https://www.epls.gov/</a>. It is recommended that this listing be checked as well.

- 5.2 Selection The Contractor will secure the necessary personnel to perform the work and services under this agreement.
- 5.3 Qualifications All of the work and services required in this contract will be performed by the Contractor and all personnel shall be fully qualified and authorized under state and local law to perform such services.
- 5.4 All personnel of the Contractor and any authorized Subcontractors must be authorized to work in the United States in accordance with federal law.
- 5.5 Changes in ownership or key personnel ie. director, project manager must be reported to the Area Agency immediately.
- The work or services required under this agreement may be subcontracted only with written approval from the Area Agency. No work or services shall be performed under a subcontract, and no funds shall be expended under a subcontract until written approval has been obtained from the Area Agency. The Contractor shall assure that all provisions contained within this agreement shall be required of subcontractors.

#### Section 6.0 Performance Standards

6.1 The Contractor shall maintain records supporting units of service reported to the Area Agency in a form prescribed or approved by the Area Agency.

- 6.2 If one or more of the following conditions are discovered to be present the Area Agency may give written notice to the Contractor of the specific item of substandard performance.
  - 1 a variance of 10% or more between the services performed and the expected level of service for the portion of the year which has passed.
    - 2 excessive use of funds,
    - 3 unsatisfactory performance or service
- 6.3 Correction of Performance Within ten (10) working days of receipt of such notification, the Contractor will present a plan for corrective action including the date on which results of the corrective action may be expected, or to present reasons for modification of the goals or performance standards. Within ten (10) working days of the receipt by the Area Agency of the corrective action plan, the Area Agency shall approve or disapprove the plan.

#### Section 7.0 National Aging Program Information System (NAPIS)

- 7.1 The Contractor shall register all participants for specified services which are funded in whole <u>or in part</u> by Older Americans' Act or State Aging Programs funding on client roster forms provided by the Area Agency. All participants served each month must be listed on the client roster monthly report form and any new participants must have an accompanying NAPIS form. A new NAPIS form is needed for each client each year. If any NAPIS forms are missing, the report will not be processed for payment until the forms are received in the Area Agency's office.
- 7.2 The specified services that require NAPIS forms are: chore, personal care, homemaker, home-delivered meals, adult day care, congregate meals, nutrition counseling, assisted transportation and case management.
- 7.3 For four (4) services (home-delivered meals, case management, congregate meals and nutrition counseling) Contractors must have participants complete the Nutritional Risk Assessment portion of the NAPIS form.

#### Section 8.0 Targeting of Services

- 8.1 The Contractor shall maintain a plan to target services to those with the greatest economic and social need, with special attention to minorities, low income, and low income minority individuals as defined by the Area Agency.
- 8.2 Contractors will also use outreach efforts that will identify individuals eligible for assistance with special emphasis on:

- older individuals residing in rural areas,
- those with severe disabilities.
- older individuals with limited English proficiency
- individuals with Alzheimer's disease and related disorders
- people at risk for institutional placement

The plan shall be implemented throughout the contract period.

- 8.3 The targeting plan shall include a narrative of the Contractor's plans for serving needs of target population groups and a projection of the number of persons age 60 and over who will be served in each of the following target groups:
  - 1 -minority (contractors must project serving minority individuals)
  - 2 -low income defined as Federal Poverty Level, (contractors must project serving low income individuals)
  - 3 -low income minority.
- 8.4 Each month the Contractor will report to the Area Agency the new unduplicated persons served who are age 60 and over and who are in each target group. With each monthly report, NAPIS client registration forms must be submitted for all new unduplicated persons served.
- 8.5 The Area Agency will monitor and evaluate the implementation of the targeting plan in the regular contract review process. Contract funds may be withheld and corrective action required if the Contractor fails to make progress in implementing the targeting plan.
- 8.6 The Contractor shall make specific efforts to identify older Native Americans if there is a significant population living in its service area and inform such persons of services available under the Older Americans Act. All efforts and the result shall be documented in writing.

## Section 9.0 Funding and Method of Payment

- 9.1 Funds under this contract will be disbursed by the Area Agency to the Contractor for services provided through this contract. The maximum allowable reimbursement, outlined in this contract, is not to be considered an amount which will be granted unconditionally. The total amount of this contract shall not exceed the financial agreement amounts as modified by mutual written agreement as provided for in Section 25.0.
- 9.2 Monthly payments to the contractor will be based on the actual number of eligible units of services provided at the approved rate per unit. For Nutrition Contractors reported revenues and expenses must be of an equal dollar amount. NSIP funds will be allocated on the applicable per meal basis.

- 9.3 All fiscal and programmatic reports, including all NAPIS forms, must be prepared and submitted each month by the required reporting date. The filing of incomplete reports or the late filing of reports will result in payments being withheld until the following month.
- 9.4 For all contracts, the final payment of contract funds will be made only after all reports for the contract period have been submitted and approved.

### Section 10.0 Confidentiality And Program Income

- 10.1 The Contractor shall protect the anonymity and privacy of all project participants and shall hold in confidence information of a personal nature including but not limited to private information obtained in intake interviews and the amount contributed by participants.
- 10.2 The Contractor shall to the maximum extent possible, provide each elder with a free and voluntary opportunity to contribute to the cost of the service by prominently displaying or distributing a suggested contribution schedule which takes into consideration income ranges of eligible individuals in local communities.

The suggested contribution schedule will use federal poverty ranges, which will be provided by the Area Agency. Contractors will set the suggested contribution amount per income range for their service(s). The full unit cost will also be posted along with a statement that contributions are voluntary and service will not be denied for those 60+ individuals who can not or will not contribute to the cost.

- 10.3 The Contractor shall utilize appropriate procedures to safeguard and account for all contributions, ensure against loss, mishandling or theft.
- 10.4 Cash contributions, proceeds from fund raisers and any other income generated through provision of services by the Contractor under this agreement shall be defined as Program Income.
- 10.5 Accountability and Reporting Any program income generated through the services of this agreement shall be identifiable in the Contractor's accounting system. Program income shall be reported monthly/quarterly to the Area Agency on the financial report form.
- 10.6 Use of Program Income Program Income generated must be expended for the services under this agreement and may be used as match for funds provided under this contract.
- 10.7 Non-cash match must be documented as to source, type and details of how the non-cash match was valued. Written documentation must be available for inspection.

### Section 11.0 Obligation of Funds, Accounting Records and Audits

- 11.1 Uses of Funds The Contractor is responsible for assuring all funds, including matching funds, are spent and all program activities are performed in conformance with the contract. This includes all federal and/or state laws, rules and regulations pertaining to cost and reporting standards.
- 11.2 Obligation of Funds The Contractor shall have the authority to obligate and expend funds in this agreement for the purposes specified and cannot delegate that authority to another. All funds must be expended during the fiscal period noted in this contract.
- 11.3 Accounting Records The Contractor shall maintain records pertaining to expenses incurred and revenues acquired under this agreement for which payment is claimed.
- 11.4 Reviews and Inspection At any time during normal business hours and as frequently as is deemed necessary by the Area Agency, the Contractor shall make available to the Area Agency, or its designated representative, all of its records pertaining to all matters covered by this agreement and permit the Area Agency to review, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- 11.5 Audits Each year, Contractors expending \$500,000 or more in Federal awards during the sub-recipient's fiscal year shall engage an independent auditor to audit the accounting and programmatic records of the program. This audit shall be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in the document, Government Auditing Standards, issued by the Comptroller General of the United States. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.

Contractors expending less than \$500,000 in federal funds shall provide the Area Agency with a copy of the financial audit which is conducted by the Contractor. Costs of such audits are not allowable costs and cannot be paid for with grant funds. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.

- 11.6 Audit Exceptions The Contractor is responsible for any audit exceptions noted in subsequent audits resulting from the Contractor's action or lack thereof.
- 11.7 The contractor is solely responsible for the repayment of any and all unallowable or questioned cost identified by audit or by appropriate State and or Federal monitoring agencies.

- 11.8 Federal Funds Source The Contractor shall provide their auditor with the following identification information from the Catalog of Federal Domestic Assistance (CFDA) which relates to any federal funds in their contract with the Area Agency. This information is necessary to determine the laws and regulations which apply to the contract as well as assessing compliance.
  - U.S. Department of Health and Human Services as passed through the Iowa Department on Aging and Aging Resources of Central Iowa.

Special Programs for the Aging - Title III	CFDA Number
Part B - Grants for Supportive Services & Senior Citizen	s 93.044
Part C - Nutrition Services	93.045
Part D - Disease Prevention & Health Promotion Service	s 93.043
Part E - Caregiver Support	93.052
Nutrition Services Incentive Program (NSIP)	93.053

- 11.9 The Area Agency and/or representatives of governmental bodies providing funding shall have free access to all facilities and personnel of or contracted by the Contractor during regular business hours for the purpose of monitoring and evaluating the performance of the services of the Contractor set forth in this agreement.
- 11.10 Retention of Records All records in the possession of the Contractor pertaining to this agreement shall be retained by the Contractor for a period of five (5) years from the end of the contract period. All records shall be retained beyond the five (5) year period if audit findings have not been resolved within that period. Records for nonexpendable property acquired under this agreement shall be retained for a five (5) year period after the final disposition of property.
- 11.11 If the Contractor is a tax exempt non-profit organization under IRS Code Section 501(c)(3), the Contractor will provide the Area Agency with a complete copy of its annual IRS Form 990. In accordance with IRS regulations, the copy must include all information furnished to the IRS on Form 990 as well as all schedules, attachments and supporting documents.

# Section 12.0 <u>Duration of Contract</u>

- 12.1 Duration of Contract The Contractor agrees to provide the services described in the Scope of Service during the contract period identified on the cover page of this agreement.
- 12.2 Termination for Cause The Area Agency may terminate or modify this agreement in whole or in part, at any time before the date of completion, whenever the Area Agency determines that the Contractor has failed to comply with the conditions of the agreement. The Area Agency shall promptly notify the

Contractor in writing of the determination and reasons for the termination, together with the effective date, which shall be at least thirty (30) days after such notice. If the Area Agency deems the conditions of noncompliance to be so serious that the thirty (30) day notice is impossible, impractical, or detrimental to the well-being of the Area Agency or recipients or participants, the thirty (30) day notice is not required. Payments made to the Contractor or recoveries by the Area Agency under agreements terminated for cause shall be in accord with legal rights and liabilities of the parties. The Contractor may appeal a termination for cause, using the Area Agency grievance procedure for service provider or Contractor.

- 12.3 Termination for Convenience Either the Area Agency or Contractor may terminate or modify this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds.
- 12.4 The Area Agency has the right to terminate this agreement with a ninety (90) day notice for any reason.
- 12.5 Rights in Incomplete Products In the event this agreement is terminated, all finished or unfinished data, reports, materials, equipment or other items shall become the property of the Area Agency at its option, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Program income and any other unexpended federal or state monies after the final audit generated from the services provided under this agreement shall become the Area Agency's funds.

#### Section 13.0 Insurance and Benefits

- 13.1 The Contractor will provide adequate general liability insurance coverage for all actions of Contractors, its employees, agents or volunteers.
- 13.2 Every officer of the Contractor who is authorized or responsible for receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payments for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lesser of \$25,000 or the total amount of the contract.
- 13.3 Proof of both insurance and bonding must be available at the Contractor's office for review by the Area Agency. Failure to comply with this requirement will result in termination of the contract.

### Section 14.0 Property Acquisition, Inventory and Maintenance

14.1 Property Acquisition - Property or equipment provided by the Area Agency for use of the Contractor and any property or equipment purchased utilizing federal

- or state funds under this agreement shall remain the property of the Area Agency, unless specifically stated otherwise in writing by the Area Agency.
- 14.2 Property Inventory An inventory of property provided by the Area Agency to the Contractor for use during the duration of this agreement shall be maintained by the Contractor. The Contractor will maintain a perpetual inventory of all property and equipment purchased under this agreement, a list of such property, except in kind Contractor property, as it is acquired. Property provided by the Area Agency or property purchased under this agreement may not be disposed of by the Contractor without written authorization of the Area Agency.
- 14.3 Property Maintenance Property and equipment acquired by the Contractor under Section 14.1 of this agreement shall be utilized, maintained and accounted for in accordance with the provisions of this agreement and in such a way as to allow ordinary wear and tear. Such property and equipment will be safeguarded and insured by the Contractor and any property or equipment lost, stolen or otherwise destroyed shall be replaced with comparable property or value by the Contractor.

# Section 15.0 Nondiscrimination

- 15.1 The Contractor will comply with all federal and state discrimination laws, and in accordance with such laws, no person in the United States shall, on the grounds of age, race, creed, color, religion, sex, national origin, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Area Agency's Board of Directors also prohibits discrimination on the basis of sexual orientation.
- 15.2 The Contractor agrees to display posters containing its policies regarding nondiscrimination, for employees and participants as well as grievance procedures.
- 15.3 Reports regarding discrimination The Contractor will furnish information and reports regarding discrimination, as requested by the State of Iowa or the Area Agency.

# Section 16.0 <u>Grievance Procedures</u>

- 16.1 The Contractor shall maintain written grievance procedures for prompt resolution of disputes with any participant. These procedures shall provide a hearing mechanism.
- 16.2 Grievance procedures for participants shall include reference to the Area Agency as an appeal body.

## Section 17.0 Interest of Area Agency, Subcontractor, Officials and Others

No officer, member or employee of either party, and no public official of the governing body of the locality in which the project is situated or being carried out, who exercises any function or responsibilities to review or approve the project, shall participate in any decisions relating to this agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

# Section 18.0 Assignment of Interest

Neither this agreement nor any interest therein nor claim there under shall be assigned or transferred by the Contractor to any other party or parties without the prior written approval of the Area Agency.

### Section 19.0 Litigation - Hold Harmless

The Contractor agrees to pay the cost of any litigation arising from failure of the Contractor to comply with the rules and regulations in this agreement or resulting from the negligence or incompetence of the Contractor affecting real property or personal interests carrying out the provisions of the agreement or in exercising any power or authority granted to the Contractor thereby. There shall be no liability, personal or otherwise, upon the Area Agency. The Contractor shall indemnify, save and hold harmless the Area Agency, its agents, directors, and employees of and from any and all costs, including attorney's fees, claims demands, actions or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury, or any other suit brought by any person due to any of the conditions mentioned in the first sentence of this paragraph or any accident or injury caused by the Contractor, its employees, agents, volunteers, or assignees.

### Section 20.0 Disaster Responsiveness

The Contractor agrees to provide any assistance that might be deemed reasonable and appropriate by the Area Agency to areas outside its primary service area in the event of a disaster. The Contractor also agrees to accept assistance from other Contractors of the Area Agency in the event that a disaster strikes the Contractor's primary service area.

### Section 21.0 Applicable Laws and Regulations

The Contractor agrees that it will comply with applicable Area Agency policies and procedures and applicable federal, state and local licensing laws and regulations, including but not limited to:

- 1. The Older Americans Act of 1965, as amended
- 2. Code of Federal Regulations, Title 45, Part 74, "Administration of Grants"
- 3. Office of Management and Budget Circular A-133, Audits of State and Local Governments
- 4. Office of Management and Budget (OMB) Circular A-87, cost principles for State, Local and Indian Tribal Government or Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations, whichever is applicable.
- 5. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, Nondiscrimination on the basis of handicap)
- 6. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, relating to nondiscrimination on the basis of race, color, religion, sex, age, handicap or national origin)
- 7. Federal Freedom of Information Act 5 USC 552
- 8. The Code of Iowa
- 9. Iowa Administrative Code 321-249D
- 10. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, or OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, whichever is applicable.
- 11. Fair Labor Standards Act of 1938, as amended
- 12. Drug-Free Workplace Act of 1988 (Omnibus Drug Initiative Act of 1988)
- 13. Age Discrimination in Employment Act
- 14. Americans with Disabilities Act
- 15. Family Leave Act

#### Section 22.0 Promotion of Services

- 22.1 The Contractor shall publicize the availability of services in its service area by such means as are available, including but are not limited to: posters, public service announcement and paid advertisements.
- 22.2 Publicity shall reflect the partnership between the Contractor and the Area Agency. The ways in which this is done will vary but will include specific mention in print media such as brochures, news releases, advertisements, public service announcements, and posters.

### Section 23.0 Outreach and Information & Assistance

23.1 The Contractor will provide Outreach and Information & Assistance services on an on-going basis and report the number of contacts and the number of persons 60+ served on their monthly report form.

23.2 Outreach efforts will identify individuals eligible for assistance with special emphasis on older individuals residing in rural areas, older individual with greatest economic or social need, particularly low-income minority individuals, severely disabled persons, those with limited English speaking ability, those with Alzheimer's Disease or related disorders (and their caregivers) and older individuals at risk for institutional placement.

### Section 24.0 Prohibition of Solicitation

- 24.1 No employee, organization or client shall engage in any solicitation of program participants for any purpose whatsoever during the normal course of business.
- 24.2 A sign "No Soliciting" shall be posted in a prominent place for viewing for all employees, clients and non-employees.

### Section 25.0 Amendment or Modification of this Document

The Area Agency or the Contractor may, during the duration of this agreement, deem it necessary to make alterations to the provisions of this agreement. Any changes to the conditions of this agreement must be mutually agreed upon by both the Area Agency and the Contractor, and shall be incorporated into this agreement through a written amendment signed by both the Area Agency and the Contractor. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment. Amendments initiated by the Contractor must be submitted in writing to the Area Agency thirty (30) days prior to the date the amendments take place.

#### Section 26.0 Agreement Coverage

This instrument contains the entire agreement between the parties. Any statements, inducements or promises not contained herein shall not be binding upon said parties. This agreement shall insure to the benefit of, and be binding upon the successors in office of the respective parties.

If any of the provisions herein shall be in conflict within the laws of the State of Iowa, or shall be declared to be invalid by any court of record of this state, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the laws and such remaining portion or portions of the agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of such agreement were not contained herein.

P/Contract Management : Part II Conditions Standard to all Title III & aging Programs contracts Updated 3/12

CO	NTRACTOR'S AUTHORIZ	ED SIGNATURES
The fellender		
The following persons i	are authorized to sign program	and fiscal reports for the Contractor:
Contractor's Official (	Chairperson, President) :	
Print Name	Signature	Date
Contractor's Project N	Tanager:	
Print Name	Signature	Date
Contractor's Accounta	int/Bookkeeper :	
Print Name	0: (	
	Signature	Date
Other (Title):		
rint Name	Signature	Date
Other (Title):	-	
,		
rint Name	Signature	Date

Tuesday, April 22, 2014 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Stevenson and Carpenter present and accounted for; Chairman Brock presiding.

Sheriff John Halferty asked the Board to approve the Quarterly Report for the period beginning January 1, 2014 and ending March 31, 2014.

Motion by Carpenter, seconded by Stevenson to approve the Sheriff's Quarterly Report for the period beginning January 1, 2014 and ending on March 31, 2014.

### YEA: STEVENSON, CARPENTER, BROCK

Sheriff Halferty also asked the Board approve Reserve Deputy Appointments.

Motion by Stevenson, seconded by Carpenter to approve Reserve Deputy Appointments for the following:

Carrie Jo Stilley

Steven Buchmeier

Ryan Eaton

Alan Shea

Rick Nichols

Jacob Halferty

Rodney Eilander

# YEA: CARPENTER, STEVENSON, BROCK

Human Resources Director, Dennis Simon asked the Board approve employee hiring resolutions for a Seasonal Intern position at the Conservation Department and a Part-time Jailer position at the Sheriff's Department.

Motion by Stevenson, seconded by Carpenter to approve Resolutions 14-24 and 14-25, hiring resolutions certifying the following appointments to the Auditor for payroll implementation:

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>EMPLOYEE</b>	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Conservation	Seasonal Intern	Dallas Cupples	\$ 10.00	Hire-in	5/13/2014
DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
	<u> </u>	<del></del>		• • • • • • • • • • • • • • • • • • • •	
Sheriff's Office	Jailer	Jeanann Dougan	\$ 16.90	Hire-in	5/1/2014
	(Part-time)				

### YEA: CARPENTER, BROCK, STEVENSON

Complete copies of the resolutions are on file in the Office of the Jasper County Auditor.

Engineer, Russ Stutt asked the Board approve driveway variances for Pat Tomlonovic. The proposed entrance is located at Section 23-79-20, ½ mile south of S 52<sup>nd</sup> Ave W near fence line, and Section 23-19-20, south of S 52<sup>nd</sup> Ave W, north of existing drive.

Motion by Carpenter, seconded by Stevenson to approve the driveway variances for Pat Tomlonovic located at Section 23-79-20, ½ mile south of S 52<sup>nd</sup> Ave W near fence line, and Section 23-19-20, south of S 52<sup>nd</sup> Ave W, north of existing drive.

YEA: STEVENSON, CARPENTER, BROCK

Motion by Carpenter, seconded by Stevenson to approve a one week liquor license for Sugar Grove Vineyards.

YEA: STEVENSON, CARPENTER, BROCK

Motion by Stevenson, seconded by Carpenter to approve liquor license for Loyal Order of Moose Newton Lodge 923.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Carpenter, seconded by Stevenson to approve Board of Supervisor minutes for April 15, 2014.

There were no Board appointments.

Motion by Carpenter, seconded by Stevenson to adjourn the Tuesday, April 22, 2014 Board of Supervisors meeting.

YEA: STEVENSON, CARPENTER, BROCK

Dennis Parrott, Auditor	Joe Brock, Chairman