

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Date of Request: July 20, 2007

Board Meeting Date Requested: August 6, 2007

Short Title: Resolution Approving Agreement Between Pender County And Cape Fear Area Agency On Aging For County-Based Aging Services: \$388,795.

Background: The Cape Fear Area Agency on Aging (CFAAA) is the lead agency to receive funds pursuant to the County's Home and Community Care Block Grant allocation. The CFAAA functions in conjunction with the Cape Fear Council of Governments, who in turn, acts as grant administrator. Pender County receives these funds and distributes them to the Department of Social Services (DSS) and Pender Adult Services (PAS), who in turn provide services to the aging population. These services include but are not limited to home health care, adult day care and transportation.

The total amount of this grant is \$388,795 and the local match is DSS - \$31,379 (State funds), and Pender Adult Services - \$43,526.

Specific Action Requested: The Board is requested to approve and authorize execution of The Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services.

Requested by: Lori Brill
Department: County Manager
Title:
Contact Phone: 910-259-1200
Contact Fax:

Tracking Number: 10.

Date Request Received: July 20, 2007

Board Meeting Date Assigned: August 6, 2007

Request Status:

- Request is proceeding to Board of Commissioners
- More information is needed – see attached
- Request on hold – no further information needed
- Other:

(Administrative Use Only)

CONTRACT TYPE

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
 - Federal Grantor
 - State Grantor
 - Grant or
- County as Grantor
 - County Funds
 - Other Funds:
- Revision
- For Equipment

PURCHASING

Date Rec'd: Budgeted Item: Yes No
 Reviewed and Approved
 Comments on Reverse

Date Sent:

Signed:

ATTORNEY

Date Rec'd: Reviewed and Approved
 Legal Problem(s)
 Comments on Reverse

Date Sent:

Signed:

FINANCE

Date Rec'd: Sufficient Funds Available Not Available
8/2/07 Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent:

8/2/07

Signed: *Dawn M. Newell*

CLERK

Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd: Approved by Board: Yes No
At meeting on

MANAGER'S RECOMMENDATION

Respectfully recommend approval.

LAB
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

F.D. Rivenbark, Chairman, is authorized to execute the Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services.

AMENDMENTS

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Rivenbark ___ Blanchard ___ Brown ___ Tate ___ Williams ___

F. D. Rivenbark, Chairman 8/6/07
Date

ATTEST 8/6/07
Date

July 1, 2007 Through June 30, 2008

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 16th day of July, 2007, by and between the County of Pender (hereinafter referred to as the "County") and the Cape Fear Council of Governments Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. As provided in the Area Plan, the facility(ies) designated in the County to encourage maximum collocation and coordination of services for older persons is (are) as follows:

Pender Adult Services, Inc. _____
Pender County DSS _____
_____ _____
_____ _____

- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30, 2008.

- 2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be **Christopher D. May, Executive Director**. The grant administrator for the County shall be _____, _____ (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1, 2007 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2008.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

(c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging and Adult Services Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143-6.2 shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in Section 308 of the AAA Policies and Procedures Manual (7/1/03). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DoA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and/or by the DAAS Program Compliance Representative (PCR). Local Departments of Social Services providing Adult Day Care, Adult Day Health Care, Housing and Home Improvement, and/or In-Home Aide (all levels) through the Home and Community Care Block Grant will receive monitoring by the State PCR. All other services and grantees are monitored by the Area Agency on Aging serving the counties' PSA.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance

with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers must provide a copy of their year end financial statements, and any required audit, to the Area Agency on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143-6.2 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143-6.2 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the

provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <http://www.ncauditor.net/nonprofitsite>.

The following provides a summary of reporting requirements under NCGS 143-6.2 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State or Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,00 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000) 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
Less than \$500,000 in State funds <u>and</u> \$500,000+ in	Audited Financial Statement in compliance with OMB Circular	May use Federal funds, but <u>not</u> State funds.

- Federal pass through funds A-133 (i.e. Single Audit)
12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
 13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
 14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
 15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
 16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes

writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

_____ County

Attest:

_____ By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

_____ By: _____
Area Agency Director Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization

This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

22. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

Community Service Provider

Service

Pender County DSS

IHA Level III

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

RECEIVED
 JUN 13 2007
 BY: _____

DOA-732 (Rev. 2/07)
 County Pender
 July 1, 2007 through June 30, 2008
 REVISION # , DATE :

Home and Community Care Block Grant for Older Adults
 County Funding Plan
 Provider Services Summary

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Pender Adult Services, Inc.
 P. O. Box 1251
 Burgaw, NC 28425

Services	Ser. Delivery		Block Grant Funding			B	C	D	E	F	G	H	I
	(Check One)	Direct	Purch.	Access	In-Home								
I & A	X			35500					39444	N.A.	N.A.	N.A.	N.A.
Transportation		X		62881				69868	69868		7.1866	89	10000
Senior Center Oper.	X				67626		7514	75140	75140	N.A.	N.A.	N.A.	N.A.
In-Home Aide II	X				61230		6803	68033	68033		17.0085	6	4000
Congregate	X				78934		8770	87704	100904		5.1684	430	21999
Home Delivered Meals	X				76102		8456	84558	92958		6.2326	145	14000
							0	0	0				
							0	0	0				
S.C. Outreach	X				1470		490	1960	1960				
III-D, Health Promo.	X				3767		419	4186	4186				
III-D, Med. Mgmt.	X				1285		143	1428	1428				
							0	0	0				
							0	0	0				
							0	0	0				
Total				98381	229184	388795	432321	432321	21600	453921	44258	670	49999

*Adult Day Care & Adult Day Health Care Net Service Cost

ADC	
ADHC	
Daily Care	
Transportation	
Administrative	
Net Ser. Cost Total	

Certification of required minimum local match availability.
 Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer: David J. Nowe 6/18/07 Date: _____

Signature, Chairman, Board of Commissioners: W. B. Day Executive Director 5/22/07 Date: _____

