

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 12, 2013 AGENDA ITEM NUMBER: 13


SUBJECT: RESOLUTION AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2013-2014 HOME AND COMMUNITY CARE BLOCK GRANT COUNTY FUNDING PLAN FOR OLDER ADULTS AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN FORSYTH COUNTY AND THE PIEDMONT TRIAD REGIONAL COUNCIL OF GOVERNMENTS AS THE AREA AGENCY ON AGING (DEPARTMENT OF SOCIAL SERVICES)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE:  DATE: August 8, 2013
COUNTY MANAGER

**RESOLUTION AUTHORIZING SUBMISSION OF
THE FISCAL YEAR 2013-2014
HOME AND COMMUNITY CARE BLOCK GRANT
COUNTY FUNDING PLAN FOR OLDER ADULTS AND
AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN
FORSYTH COUNTY AND THE PIEDMONT TRIAD
REGIONAL COUNCIL OF GOVERNMENTS AS
THE AREA AGENCY ON AGING
(DEPARTMENT OF SOCIAL SERVICES)**

BE IT RESOLVED that the Board of Commissioners of Forsyth County hereby authorizes the submission of the attached Fiscal Year 2013-2014 Home and Community Care Block Grant County Funding Plan for older adults to the North Carolina Department of Health and Human Services, Division of Aging through the Piedmont Triad Regional Council of Governments designated as the Area Agency on Aging.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute necessary documents, on behalf of Forsyth County, to submit the said County Funding Plan, subject to approval as to form and legality by the County Attorney and a pre-audit certificate thereon by the Chief Financial Officer, if applicable.

BE IT FURTHER RESOLVED that upon approval of the said County Funding Plan, by the N.C. Department of Health and Human Services, the Chairman and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the necessary documents to receive the grant funds and implement the activities outlined therein and further to execute an agreement for the provision of County-Based Aging Services with the Piedmont Triad Regional Council of Governments as the Area Agency on Aging, subject to necessary appropriation, approval as to form and legality by the County Attorney, and a pre-audit certificate thereon by the Chief Financial Officer, if applicable.

Adopted this the 12th day of August 2013.

July 1, 2013 Through June 30, 2014

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 1st day of July, 2013, by and between the County of Forsyth (hereinafter referred to as the "County") and the Piedmont Triad Regional Council 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, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
 - Forsyth County Department of Social Services
 - Mount Zion Senior Life Enrichment Center
 - Senior Services, Inc.
 - Winston-Salem Transit Authority
 - Senior Financial Care, Inc.
 - The Shepherd's Center of Greater Winston-Salem
 - The Shepherd's Center of Kernersville, Inc.
 - CenterPoint Human Services
 - Forsyth County Department of Public Health
- 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, 2014.
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 Blair Barton-Percival, Director, Piedmont Triad Regional Council Area Agency on Aging. The grant administrator for the County shall be J. Dudley Watts, Jr., Forsyth County Manager.

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 of the state fiscal year 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 of the state fiscal year.
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 sub-recipients 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 as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

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 as specified in Administrative Letter 12-08 located at <http://ncdhhs.gov/aging/admltrs/2012/DAAS-12-08.pdf>. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

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 revised 10/1/09). 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, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. 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 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is 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 <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.

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 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 there from.

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 here from.
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. **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:

<u>COMMUNITY SERVICE PROVIDER</u>	<u>SERVICE</u>
Forsyth County Department of Social Services	In-Home Aide Level I, II, III
Mount Zion Senior Life Enrichment Center	Adult Day Care
Senior Services, Inc.	Adult Day Care Adult Day Health Home Delivered Meals In-Home Aide Level II, III Congregate Nutrition Information & Assistance
Senior Financial Care	Information & Assistance
The Shepherd's Center of Greater Winston-Salem	Senior Center Operations
The Shepherd's Center of Kernersville, Inc.	Senior Center Operations
Winston-Salem Transit Authority	Transportation (Medical & General)

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.

22. 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.

FORSYTH COUNTY

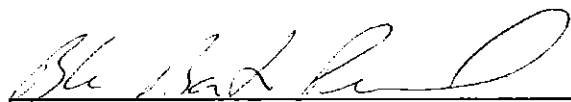
Attest:

BY: _____

Richard V. Linville, Chair, Board of Commissioners

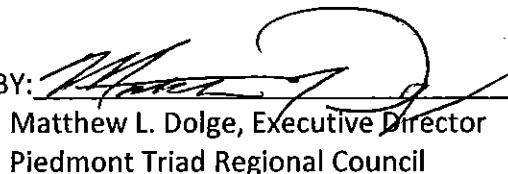
PIEDMONT TRIAD REGIONAL COUNCIL

Attest:



Blair Barton-Percival, Director
Area Agency on Aging

BY: _____


Matthew L. Dolge, Executive Director
Piedmont Triad Regional Council

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: _____



Robin Shelton, Finance Officer
Piedmont Triad Regional Council

Home and Community Care Block Grant for Older Adults

DOA-731 (Rev. 6/12)
PTRC 6/2013

County Funding Plan

County: FORSYTH

County Services Summary

July 1, 2013 through June 30, 2014

Provider	Services	A				B	C	D	E	F	G	H	I
		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
		Access	In-Home	Other	Total								
Forsyth Co. DSS	In-Home Lvl I		307,851			34,206	342,057		342,057	10,357	33.0256	190	3,636
	In-Home Lvl II		21,356			2,373	23,729		23,729	719	33.0257	20	3,232
	In-Home Lvl III		6,988			776	7,764		7,764	235	33.0248	8	808
Mt Zion Sr Life Enrich.	Adult Day Care			45,115		5,013	50,128		50,128	1,315	38.1294	11	1,445
Senior Services, Inc	Adult Day Care 030			14,481		1,609	16,090		16,090	348	46.1885	4	7,835
	Adult Day Health 155			21,721		2,413	24,134		24,134	442	54.5978	7	11,750
	Home Del Meals 020		334,894			37,210	372,104	53,309	425,413	62,717	5.9331	447	283,035
	Home Del NSIP 021					0	0	126,222	126,222				
	In-Home Lvl II		90,724			10,080	100,804		100,804	3,427	29.4146	35	8,488
	In-Home Lvl III		258,214			28,690	286,904		286,904	8,557	33.5267	98	24,155
	Congregate Meals 180		87,248			9,694	96,942	9,718	106,660	11,433	8.4789	172	15,148
	Cong NSIP 181					0	0	2,273	2,273				
	Inf & Case Asst. 040	73780				8,198	81,978		81,978			3,230	
Senior Financial Care	Inf & Case Asst.	74090				8,232	82,322		82,322			420	
Shepherd's Ctr G W-S	Sr Ctr Operations			37,047		4,116	41,163		41,163			1,100	
Shepherd's Ctr Kville	Sr Ctr Operations			21,218		2,358	23,576		23,576			2,522	
W-S Transit Authority	Medical Transp	113841				12,649	126,490		126,490	10,318	12.2592	80	10,318
	General Transp	208345				23,149	231,494		231,494	18,884	12.2586	100	20,030
	Total	470056	1,107,275	139,582	1,716,913	190,766	1,907,679	191,522	2,099,201	128,753	///////	8,444	389,880

Revision #1 funding cuts \$50,796 (DSS InHome 2&3, Mt Zion ADC, Sr Svs ADC, ADH, I&A, Sr Care, Shep Ctr W-S & Kville, W-S Transit

Signature, Community Service Provider

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners Date