



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: August 9, 2016

DATE: July 18, 2016

TO: Board of County Commissioners

FROM: Leslie Williams, Administrative Assistant II
328-2602, lemwilliams@washoecounty.us

THROUGH: Kevin Schiller; Assistant County Manager
328-2008, kschiller@washoecounty.us

SUBJECT: Recommendation to approve an a one-year support grant agreement in the amount of [\$1,438,533] with the nonprofit, Catholic Charities of Northern Nevada, retroactive from July 1, 2016 to June 30, 2017 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency and approve necessary resolution for same. (All Commission Districts)

SUMMARY

The Department recommends that the Board of County Commissioners approve an a one-year support grant agreement in the amount of [\$1,438,533] with the nonprofit, Catholic Charities of Northern Nevada, retroactive from July 1, 2016 to June 30, 2017 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency and approve necessary resolution for same.

Strategic Objective Supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

April 21, 2015: the Board of County Commissioners (BCC) authorized the Department of Senior Services to begin negotiations with Catholic Charities of Northern Nevada for the operations of the Senior Nutrition Programs, including congregate and "Meals on Wheels" services in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency.

June 23, 2015: The Board of County Commissioners approved a one-year support grant agreement in the amount of \$636,336 with the nonprofit, Catholic Charities of Northern Nevada, from July 1, 2015 to June 30, 2016 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency and approve necessary resolution for same.

AGENDA ITEM # 11

BACKGROUND

Washoe County Senior Services, acting on behalf of Washoe County, is responsible for the operation of all facilities, administration of all funds received, including Federal, State and local grants, property tax, and voluntary donations, in conjunction with the Senior Nutrition Program.

The funds for the Senior Nutrition Program comes from a variety of sources: the Older Americans Act Title 111(c) for congregate and home delivered meal contracts through the State of Nevada Aging and Disability Services Division (ADSD); USDA/NSIP (United States Department of Agriculture/Nutrition Services Incentive Program) funding; local soup revenue; WIN (Waiver for Independent Nevadans) funding; program income, Storey County contract, donations, and matching funds for ADSD funds from the County Ad Valorem tax specifically set aside for senior programming and Indigent Funds.

The Federal requirements for the Senior Nutrition Program are that Washoe County provide and distribute one (1) meal per day per client, for two hundred and fifty (250) days per year, for an annual total of approximately 410,000 meals;

Although there are benefits to providing senior nutrition services through contracts, which is used in many communities throughout the US, it is not considered the best practice model. In fact, the Department provided the same number of meals per year from 1992 through 2012, in part because its for-profit sub-contractors are neither able to leverage local resources to expand a program nor able to develop new resources that could benefit the County and its senior residents.

On April 21, 2014 the Board of County Commissioners authorized the Department of Senior Services to begin negotiations with Catholic Charities of Northern Nevada for the operations of the Department's senior nutrition programs, including the congregate and "Meals on Wheels" services in order to implement national best practices and to leverage the capacity of a non-profit nutrition services agency. The negotiation with Catholic Charities of Northern Nevada will allow the Department to grant local funds as allowed to NRS 244.1505 "Expenditure of public money; grant of public money and donation of certain property to certain nonprofit organizations or governmental entities." This practice is used by other Washoe County agencies, including the Department of Social Services, under grant guidelines adopted by the BCC, which meet federal requirements of the Office of Management and Budget (OMB).

Initially this grant agreement will continue the current programs operated by the Department. Long term strategies will support local fund raising for Nutrition Services and higher quality services, including conducting home safety assessments and daily home visits to homebound seniors. The Department of Social Services partnership with the Children's Cabinet shows the potential of this practice.

Catholic Charities of Northern Nevada's (CCNN) Executive Director and Governing Board are committed to meeting the needs of Washoe County seniors. Their sister agency, Catholic Charities of Southern Nevada (CCSN) has successfully operated "meals on wheels" for seniors in Clark County, Nevada for many years under the same federal and state regulations that the Department will require of CCNN. CCSN has met with both CCNN and Department

staff and has offered significant support for transition planning and daily operations, including the use of USDA certified menus prepared by CCSN's Registered Dietician.

This proposal matches national best practices recognized by the US Administration on Aging and the Meals on Wheels Association of America. For example, a "public-private partnership" is operated by Loaves and Fishes, Inc., a private non-profit in cooperation with local government in the Portland, Oregon metropolitan area. Loaves and Fishes has operated congregate and "meals on wheels" services since 1970. The partnership has allowed them to expand the number of meals served to vulnerable seniors through local and corporate fund raising, and created opportunities for innovative health and wellness services for seniors.

FISCAL IMPACT

Funds for amendment expenditures, which are provided from a variety of sources, are included in the adopted budget. The Funds are specifically allocated in the following accounts:

250511	Nutrition-Nutrition Program
221400	Indigent Fund -Nutrition Program
11276	Home Delivered Meals
11277	Congregate Meals
11288	Rural Senior Ambassador Program
11300-710872	NSIP – Food Purchases

Funds are anticipated to be requested and approved for all future fiscal years applicable to agreement renewals.

RECOMMENDATION

It is recommended the Board of County Commissioners approve a one-year support grant agreement in the amount of [\$1,438,533] with the nonprofit, Catholic Charities of Northern Nevada, retroactive from July 1, 2016 to June 30, 2017 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency and approve necessary resolution for same.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an one-year support grant agreement in the amount of [\$1,438,533] with the nonprofit, Catholic Charities of Northern Nevada, retroactive from July 1, 2016 to June 30, 2017 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency and approve necessary resolution for same."

RESOLUTION WASHOE COUNTY SENIOR NUTRITION PROGRAM

WHEREAS, since 1978, Washoe County through its Department of Senior Services has operated the Senior Nutrition Program, which has provided congregate and home delivered without charge to elderly persons in Washoe County, Nevada; and

WHEREAS, the purpose of the County’s Senior Nutrition Program is to reduce hunger and food insecurity among older individuals; promote socialization of older individuals, promote the health and well-being of older individuals, and delay adverse health conditions for older individuals the Catholic Charities of Northern Nevada a non-profit organization; and

WHEREAS, on April 28, 2015 the Board of County Commissioners authorized the Department of Senior Services to begin negotiations with Catholic Charities of Northern Nevada for the operations of the Senior Nutrition Programs, including congregate and “Meals on Wheels” services in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency,

WHEREAS, Catholic Charities, a nonprofit corporation as defined in the Internal Revenue Code 501(c)(3), is willing and able to assume operation of the senior Nutrition Program; and

WHEREAS, NRS 244.1505 provides that the Board of County Commissioners may grant all or party of its money to a nonprofit organization created for religious, charitable or educational purposes to be used for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County shall grant Catholic Charities up to \$1,438,533 for the operation of the Senior Nutrition Program; and

WHEREAS, in consideration of receipt of this funding, Catholic Charities agrees to abide by the terms and conditions of a Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners supports the availability of congregate and home delivered meals for the elderly and, acting through its Department of Senior Services, will maintain a partnership with the Catholic Charities of Northern Nevada; and

BE IT FURTHER RESOLVED, that the Washoe County Board of Commissioners grants to Catholic Charities the sum of \$1,438,533 pursuant to the terms of the Subgrant Agreement to operate the Senior Nutrition Program.

Upon motion by Commissioner, _____, seconded by
Commissioner _____, the foregoing Resolution was passed and adopted
this ____ day of _____, 2016 by the following vote:

AYES: _____ NAYS: _____
ABSENT: _____ ABSTAIN: _____

**WASHOE COUNTY
BOARD OF COMMISSIONERS**

ATTEST:

Kitty K. Jung, Chair

CLERK

GRANT AGREEMENT
Senior Nutrition Program

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between Washoe County, a political subdivision of the State of Nevada by and through the Washoe County Department of Senior Services (County or Senior Services) and Catholic Charities of Northern Nevada, 500 E. 4th Street, Reno, NV 89512 (Catholic Charities or Recipient).

WITNESSETH

WHEREAS, the purpose of the County's Senior Nutrition Program is to reduce hunger and food insecurity among older individuals; promote socialization of older individuals, promote the health and well-being of older individuals, and delay adverse health conditions for older individuals.

WHEREAS, the Recipient is a nonprofit corporation as defined in the Internal Revenue Code 501(c)(3), the Recipient is in good standing in its State of formation, Recipient Data Universal Numbering System (DUNS) number is 797929122 and the Recipient agrees to provide the County with a certificate of good standing as a condition precedent to the implementation of this Agreement; and

WHEREAS, in consideration of receipt of this funding, the Recipient agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

DEFINITION OF TERMS

- a. County Staff: County Staff consists of persons working for Washoe County who are designated to administer the Nutrition Program by the Director of Senior Services or his designee.
- b. Recipient Staff: The Recipient staff consists of the person(s) from the Catholic Charities who is responsible for the administration of the program and communications with the County Staff. This person(s) shall be identified in writing to the Director of Senior Services or his designee within 15 days of acceptance of the agreement by the County.
- c. Program Measurable Outcomes: Program measurable outcomes shall be mutually agreed to by the County and the Recipient in writing as outlined within the Agreement.

1. TERM

The term of this Agreement shall be effective from July 1, 2015 through June 30, 2016. All of the services required shall be completed on or before June 30, 2016, unless the Agreement is modified in writing.

2. NOTICES

Communications and details concerning this agreement shall be directed to the following agreement representatives:

COUNTY

Washoe County Senior Services
Kevin Schiller
P.O. Box 11130
Reno, Nevada 89520
775.328.2601
775.328.6192(Fax)

RECIPIENT

Catholic Charities
Peter Vogel, Executive Director
500 E. 4th Street
Reno, NV 89512
775.322.7073 ext 241
775.322.8197 (Fax)

3. PURPOSE OF SERVICE

The purpose of the Senior Nutrition Program is to reduce hunger and food insecurity among older individuals; promote socialization of older individuals, promote the health and well-being of older individuals, and delay adverse health conditions for older individuals. This is accomplished through two core nutrition services: Congregate Meals, and Home Delivered Meals, serving older individuals living in Washoe County.

4. SENIOR NUTRITION PROGRAM- SCOPE OF WORK

Core tasks to be completed during the course of this Agreement are as follows:

SCOPE AND INTENT:

The Senior Nutrition Program is comprised of three specific meal programs 1) Congregate Meals, 2) Home Delivered Meals and 3) Second Home Delivered Meals. This Agreement affects one (1) base congregate location (1155 E. 9th Street, Reno, NV. 89512 and currently nine (9) congregate satellite sites, and approximately five hundred (500) homebound clients, within the defined service area.

Congregate Meals

The congregate meal program: the provision of a meal that meets the standards established by the Older Americans Act, and complies with the Dietary Guidelines for Americans, provided to an eligible individual, at a nutrition site, senior center or some other congregate setting.

Home Delivered Meals

The home delivered meal program: the provision of a meal that meets the standards established by the Older Americans Act, and complies with the Dietary Guidelines for Americans, provided to an eligible individual, at the client's place of residence.

Second Home Delivered Meals

The second home delivered meal program: the provision of a second daily meal that meets the standards established by the Older Americans Act, and complies with the dietary Guidelines for Americans, offered to individuals eligible for home delivered meals, at the client's place of residence.

- a. Recipient shall at all times meet minimum Federal requirements of the Administration on Aging and the United States Department of Agriculture for Senior Nutrition Programs.
- b. Prepare and distribute a minimum of one (1) meal, per day/per client, for two hundred fifty (250) days per year.
- c. Provide a minimum of one delivery per week for home delivered meal clients.
- d. Provide annually a total of approximately 410,000 meals; approximately 150,000 of which shall be served in congregate settings and approximately 195,000 meals shall be home delivered first meal, and approximately 65,000 second home delivered meals. Provide bag lunches, if requested by County.
- e. Provide a daily soup program at the Reno and Sparks sites, separate from the congregate meal program. Expand to other sites as needed.
- f. Offer a salad as an alternative entrée to congregate meal program participants.
- g. Provide for emergency meal response by means of a shelf stable meal, typically two times per year;
- h. Recipient shall be capable of performing the duties contained herein with minimum involvement of County.
- i. The description of the service, including special requirements, shall be as outlined in the Washoe County Senior Nutrition Program Manual incorporated into this Agreement.
- j. Recipient will identify funding sources, including but not limited to state, federal, and foundation grants that will enable Catholic Charities to provide direct services and once identified will apply for the grants.
- k. Recipient will implement outreach activities that assure the maximum number of eligible individuals have the opportunity to participate.
- l. Recipient will work collaboratively with County staff to expand the level and quality of services provided to eligible residents of Washoe County.
- m. Recipient will coordinate scheduling and management of the delivery routes for home

delivered meals and congregate meal site delivery.
n. Recipient's staff shall perform the following tasks:

1. Menu Planning
2. Prepare food and supply requisitions and submit to County for purchasing
3. Food production and packaging
4. Meal distribution -on and off premises
5. Quality Control
6. Staff Training
7. Inventory Control
8. Satellite supervision
9. Daily cleanup and sanitation of food preparation, serving and dining areas and vehicles
10. Outreach activities

5. PROGRAM MEASURABLE OUTCOMES

The Recipient shall do, perform and carry out, in a satisfactory and proper manner, as determined by County staff, the following program measurable outcome:

Measurable Outcome:

1. **Congregate Meals:** Serve approximately 37,500 congregate meals per quarter
2. **Home Delivered Meals:** Serve approximately 48,750 home delivered meals per quarter
3. **Second Home Delivered Meals:** Serve approximately 16,250 second home delivered meals per quarter
4. **Outreach:** Distribute senior nutrition public information materials at all Washoe County food pantries served by Catholic Charities 500 seniors per quarter.

Tracking Mechanisms:

1. **Congregate Meals:** Number of congregate meal client signatures captured
2. **Home Delivered Meals:** Number of home delivered meal client signatures verifying number of meals delivered
3. **Second Home Delivered Meals:** Number of home delivered meal client signatures verifying number of meals delivered
4. **Outreach:** Number of public information materials distributed per site per quarter.

6. REPORTING

For the purpose of this agreement, Recipient will provide written status updates to the County on a monthly basis. Monthly reports will provide status updates for each category described under Section 5 as identified in this agreement. Additional reporting of activities specific to Section 4 of this agreement, Scope of Work, may also be required.

7. MONITORING AND ACCESS TO RECORDS

Recipient shall allow duly authorized representatives of County and the State of Nevada ADSD, to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- a. Whether the objectives of the program are being achieved;
- b. Whether the program is being conducted in an efficient and effective manner;
- c. Whether management control systems and internal procedures have been established to meet the objectives of the program;
- d. Whether financial operations of the program are being conducted properly;
- e. Compliance with provisions of Federal and State laws and regulations, and this Agreement.

County will monitor Recipient activities to ensure that the program dollars are used for authorized purposes in compliance with the Federal, State and County program guidelines, regulations, and grant agreements, and ensuring that performance goals are achieved.

Monitoring activities will occur throughout the grant term and may take various forms such as:

- a. **Reporting:** Reviewing financial and performance reports submitted by Recipient.
- b. **Site Visits:** Performing visits to Recipient offices or program sites to review financial records, programmatic records, and observe operations.
- c. **Regular Contact:** Regular contacts with Recipient and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County and State of Nevada ADSD Program administrators, auditors, and other authorized individuals. The awarding agency or any of their authorized representatives have the right to access any books, documents, papers or other records of grantees and subgrantees, which are pertinent to a grant, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of three years from the time of grant close-out notice.

8. PROCEDURAL REQUIREMENTS

Procedural requirements to be followed during the course of the agreement are as follows:

- a. Comply with the Washoe County Senior Nutrition Program Guidelines.
- b. Comply with all monthly, quarterly and annual reporting requirements implemented by the County;

- c. Catholic Charities Nutrition Program key staff will participate in weekly cross-functional team meetings with Washoe County staff.
- d. County Staff will monitor the performance of the Recipient against each of the Core Tasks defined in the Scope of Work.
- e. Substandard performance as determined by County Staff will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the County Staff, agreement suspension or termination procedures will be initiated. This provision is in addition to and not in substitution of the grounds for agreement termination set forth in Section 9(n) below.
- f. Program outcomes and core tasks may be administratively modified by County staff as necessary to comply with Senior Nutrition Program guidelines for the program performance.
- g. Program outcomes and core tasks may be administratively modified by County staff if the Recipient provides sufficient justification in writing three (3) months prior to the close of the grant term.
- h. Maintain files for clients who receive assistance that include all required data related to direct, safety and supportive services offered to Washoe County Social Services clients;
- i. Catholic Charities will provide to County for review and approval drafts of all updates or new materials that are developed or printed with resources made available under this agreement. Dissemination plans for such materials must also have prior approval. Catholic Charities will finalize, print and disseminate these materials following review and approval by County;
- j. Catholic Charities will include the proper language and the approved Senior Nutrition Program logo (to be provided) on all products or materials produced, developed and disseminated with resources made available under this agreement;
- k. Submit in writing all requests to amend Senior Nutrition Program budgets, prior to expending funds from a category other than what has been previously approved;

- l. Key personnel identified by Catholic Charities, is considered to be essential to the services to be performed pursuant to this Agreement. Should Recipient deem it appropriate to substitute other Recipient personnel to perform the services required hereunder, Recipient shall notify County in advance of the substitution and identify proposed substitute personnel to permit County to evaluate the impact of the substitution on the Agreement. County must agree to any proposed substitution and in the event County and Recipient cannot agree on a proposed substitution, County may terminate this Agreement pursuant to section 11 below.
- m. Provide close-out draw requests and all data to the County within thirty days of the end of the grant term, and retain program records for three years from the time of grant close-out notice from Washoe County.

9. COMPENSATION

- a. Payment During the term of this Agreement and subject to all terms and conditions set forth herein, the County shall reimburse Recipient up to \$1,438,533 (One Million Four Hundred Thirty-Eight Thousand, Five Hundred Thirty-Three Dollars)
- b. Eligible Direct Expenses: Eligible expenses covered under this grant include: Personnel, Fringe, Travel, Materials and Supplies, and Other that are directly allocable to the performance of the Senior Nutrition Program.
- c. Recipient shall account for the following minimum requirements including expenses relative to:
 1. Labor;
 2. Training;
 3. Purchased services and supplies;
 4. Other (must be itemized).
- d. Eligible Indirect: A maximum of eight percent (8%) indirect expense may be charged on the Total Modified Direct Costs of this award.

Modified Total Direct Cost (MTDC): All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract. MTDC excludes equipment, capital, expenditures, charges for rental costs, participant support costs and the portion of each subaward and subcontract that exceeds \$25,000.

- e. Books of accounts shall be maintained in an accurate and complete manner according to accepted standards of accounting, reflecting Recipient's operations on County locations, together with appropriate supporting data documents.
- f. Recipient shall make books of account, and supporting data and documents available for inspection, reproduction, and audit by County at all reasonable times, and shall make provisions for the retention of books, data, and documents at a reasonable place for a period of at least three (3) years after the expiration of this Agreement, or subsequent renewals.
- g. Special reports covering recipient's operations may be required by County from time to time.
- h. Statements and reports furnished to County shall routinely be made available to relevant Advisory Committees and administrative groups.
- i. The County shall not unreasonably withhold approval of payment of the invoice; however, the County has the right to request Recipient to provide more specific information about the services provided. If the invoice submitted by Recipient lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Recipient, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform Recipient in writing of specific reason for disapproval and Recipient shall have 10 days in which to provide the County with the requested information.
- j. Reimbursement requests must be submitted monthly and no later than 15 days after funds expended for the preceding month. County shall not render payment in advance of services performed.
- k. Tracking of Funds- Recipient agrees to track and report Senior Nutrition Program funds separately from other funding resources received by the agency.
- l. Form of financial backup- Recipient shall be reimbursed after eligible expenses have been incurred and expended under this agreement in conformance with the terms and conditions of said agreement Recipient agrees, that all costs of any activity receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, agreements, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to Washoe County.

- m. Recipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to Washoe County.

10. GENERAL TERMS AND CONDITIONS

- a. **Compliance with Aging and Disability Services Division (ADSD) guidelines.** The Recipient shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the State of Nevada Aging and Disability Services Division.
- b. **Required Project Record Keeping and Bookkeeping.** The Recipient agrees to provide for bookkeeping and client record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for three years from the time of grant close-out notice from Washoe County. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the County Staff. Specific client records, including names, shall be available to the County Staff upon request.
- c. **Personal Property.** All personal property purchased by the Recipient, with written prior approval of the County and with funds obtained pursuant to the Agreement, shall be the property of the Recipient unless otherwise provided in writing by the County.
- d. **Lobbying.** The Recipient agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- e. **Program Income.** Recipient who derives income from their program activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis, and must expend all income in a manner consistent with the rules and regulations that govern the grant funds.
- f. **Insurance and Indemnification.** Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and