



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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## STAFF REPORT

BOARD MEETING DATE: October 11, 2016

CM/ACM \_\_\_\_\_

Budget VG

DA \_\_\_\_\_

Comptroller CH

Risk DE

Grants GE

**DATE:** September 21, 2016  
**TO:** Board of County Commissioners  
**FROM:** Amber Howell, Director – Social Services  
[ahowell@washoecounty.us](mailto:ahowell@washoecounty.us) 785-8600

**THROUGH:** Kevin Schiller - Assistant County Manager

**SUBJECT:** Recommendation to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Congregate Meals [\$283,360 match of \$50,011 from ad valorem tax] and Home Delivered Meals [\$585,786; match of \$103,386 from ad valorem tax] retroactive from October 1, 2016 through September 29, 2017; and direct the Comptroller to make the appropriate budget amendments. (All Commission Districts)

### SUMMARY

The Department is recommending the Board of County Commissioners accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Congregate Meals [\$283,360 match of \$50,011 from ad valorem tax] and Home Delivered Meals [\$585,786; match of \$103,386 from ad valorem tax] retroactive from October 1, 2016 through September 29, 2017; and direct the Comptroller to make the appropriate budget amendments.

The Department is requesting the Board of County Commissioners retroactively accept the Adult Congregate and Home Delivered Meal grant awards due to receiving the Notice of Grant Awards and Confidentiality Agreements from ADSD on September 20, 2016.

County Strategic Objective supported by this item: Safe, secure and healthy communities

### PREVIOUS ACTION

These are continuing grants that have been accepted by the Board of County Commissioners annually since 1987.

### BACKGROUND

Washoe County Senior Services anticipates providing 410,000 congregate, home delivered and second home delivered meals over the next year to senior citizens over the age of 60 in our community. In 2014 the second home deliver meal program supported by the Indigent fund was introduced. The second home delivered meal program which

provides an additional 68,000 meals per year separate from the grant funded home delivered meal program. As these grants are awarded on the federal fiscal year cycle, the following shows the actual number of meals served in the past three years, an estimate for the current year ending September 30, 2016 and projected numbers for the FY17 grant funded meals:

<u>Grant Year</u>	<u># Congregate Meals</u>	<u># Home Delivered Meals</u>
10/2011 – 9/2012	107,682	108,406
10/2012 – 9/2013	100,373	107,049
10/2013 – 9/2014	109,879	137,021
10/2014 – 9/2015	116,685	159,223
10/2015 – 9/2016 <i>(estimated)</i>	123,518	168,303
10/2016 – 9/2017 <i>(funded)</i>	128,800	221,052

The Aging and Disability Services Division allocates funding according to the number of meals projected then reimburses Senior Services for actual meals served. The reimbursement rate is \$2.20 for each congregate meal and \$2.65 for each home delivered meal. These nutrition programs are the backbone of Senior Services programming, and often the meals served are the only balanced meal seniors receive on a given day.

The annual cost of Washoe County Senior Nutrition Programs is approximately \$1,475,000. Other funding sources include USDA/Nutrition Services Incentive Program (NSIP), Indigent Funds, soup program income, donations, program income and ad valorem tax dollars. These Title III-C grants are the single largest source of funding and the programs would not be successful without them.

In February 2014 the Department in partnership with Social Services implemented a second home delivered meal program (2<sup>nd</sup> HDM) for home delivered meal participants. The 2<sup>nd</sup> HDM program was made possible by Social Services committing a portion of County Indigent Funds to support the program expansion.

### **GRANT AWARD SUMMARY #1**

**Project/Program Name:** Congregate Meals

**Scope of the Project:** Senior Services has received Federal grant funding through the State of Nevada for the Congregate Meal Program since 1973. Daily lunch time meals are provided at no-charge to clients ages 60 and over and those less than 60 years of age for a nominal fee. This grant is an important component of the Department's Senior programming.

**Benefit to Washoe County Residents:** The Congregate Meal provides seniors throughout the County with opportunities for socialization, access to social and health services, nutritious mid-day meals and decreases barriers to isolation all of which prevent premature institutionalization.

**On-Going Program Support:** The grant award is used to support the Congregate Meal Program which is supplemented by the soup program, donations, program income, and ad valorem tax dollars.

**Award Amount:** \$283,360  
**Grant Period:** October 1, 2016 through September 30, 2017  
**Funding Source:** U.S. Department of Health and Human Services  
**Pass through From:** Nevada Aging and Disability Services Division  
**CFDA Number:** 93.045  
**Grant ID Number:** 16-000-07-1X-17

**Match Amount and Type:** ADSD requires \$50,011 in matching funds which will be provided through Washoe County ad valorem tax funds dedicated to Senior Services.

**Special Terms & Conditions:**

1. Grant funds are earned at a fixed fee rate of \$2.20 for each congregate meal served.
2. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - a. Revised Budget and Match Requirement based on award amount
  - b. Revised Projected Output Form

**Sub-Awards and Contracts:** The Department will contract for food and supply purchases as required by Aging and Disability Services Division program specifications using the County's competitive bid process, and federal grant procurement guidelines.

**FISCAL IMPACT**

Should the board authorize acceptance of this grant award, the Department's FY17 adopted budget will be increased as follows:

**Increase Revenues**

TBD - 431100 Federal Grants \$283,360

**Increase Expenditures**

TBD - 710592 Nutrition Program \$ 70,840  
TBD - 710872 Food Purchases \$212,520

County match cash totaling \$50,011 included in the adopted FY16/17 expense budgets in the following cost center: 250511 - Nutrition Local

**GRANT AWARD SUMMARY #2**

**Project/Program Name:** Home-Delivered Meals

**Scope of the Project:** Senior Services has received Federal grant funding through the State of Nevada for the Home-Delivered Meal Program since 1973. Senior Services, through its contractor provides weekly home-delivered meals in addition to shelf stable meals twice a year at no-charge to home-bound seniors ages. This grant is an important component of the Department's senior programming.

**Benefit to Washoe County Residents:** The Home-Delivered Meal Program ensures that home-bound seniors are provided nutritious meals and regular social contact in an effort to prevent those that are greatest risk from being institutionalized.

**On-Going Program Support:** The grant award is used to support the Home-Delivered Meal Program which is supplemented by donations, program income, and ad valorem tax dollars.

**Award Amount:** \$585,786

**Grant Period:** October 1, 2016 through September 30, 2017

**Funding Source:** U.S. Department of Health and Human Services

**Pass through From:** Nevada Aging and Disability Services Division

**CFDA Number:** 93.045

**Grant ID Number:** 16-000-04-2X-17

**Match Amount and Type:** ADSD requires \$103,386 in matching funds which will be provided through Washoe County ad valorem tax for seniors and indigent funds.

**Special Terms & Conditions:**

1. Grant funds are earned at a fixed fee rate of \$2.65 for each home-delivered meal served.
2. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - a. Revised Budget and Match Requirement based on grant award
  - b. Revised projected Output Measures Form

**Sub-Awards and Contracts:** The Department will contract for food and supply purchases as required by Aging and Disability Services Division program specifications using the County's competitive bid process, and federal grant procurement guidelines.

**FISCAL IMPACT**

Should the board authorize acceptance of this grant award, the Department's FY16 adopted budget will be increased as follows:

**Increase Revenues**

TBD - 431100 Federal Grants	\$585,786
<b><u>Increase Expenditures</u></b>	
TBD – 710592 Nutrition Program	\$164,020
TBD – 710872 Food Purchases	\$421,766

County match cash totaling \$103,386 included in the adopted FY16/17 expense budgets in the following cost center: 250511 – Nutrition Local

**RECOMMENDATION**

It is recommended the Board of County Commissioners accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Congregate Meals [\$283,360 match of \$50,011 from ad valorem tax] and Home Delivered Meals [\$585,786; match of \$103,386 from ad valorem tax] retroactive from October 1, 2016 through September 29, 2017; and direct the Comptroller to make the appropriate budget amendments.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Congregate Meals [\$283,360 match of \$50,011 from ad valorem tax] and Home Delivered Meals [\$585,786; match of \$103,386 from ad valorem tax] retroactive from October 1, 2016 through September 29, 2017; and direct the Comptroller to make the appropriate budget amendments."

**NOTIFICATION OF GRANT AWARD**

**Grantee:** Washoe County **Date:** September 12, 2016  
**Program Name:** Washoe County Senior Services **New / Revised Award:** New  
**Grant Number:** 16-000-07-1X-17 **Award Fiscal Year:** 2016/2017  
**Grant Period:** 10/01/16 - 9/30/2017

**Vendor #:** T40283400 **Funded Service:** Congregate Meals  
**DUNS #:** 073786998 **Grant Type:** Fixed Fee

CFDA #	93.045			Total
Funding Source	Title III-C1			
Award	\$283,360.00			\$283,360.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$283,360.00	\$0.00	\$0.00	\$283,360.00
Required Match	\$50,011.00	\$0.00	\$0.00	\$50,011.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must comply with the established reporting schedule for fiscal and programmatic reporting or grant payments will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.
- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - [www.NevadaADRC.com](http://www.NevadaADRC.com).

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

NOTIFICATION OF GRANT AWARD

Grant Number: 16-000-07-1X-17

Date: September 12, 2016

- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds are earned at a fixed fee rate of \$2.20 for each congregate meal served.
- 2. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - Revised Budget and Match Requirement based on award amount
  - Revised Projected Output Form

  
 \_\_\_\_\_  
 Edward Ableser, Administrator

9-14-16  
 \_\_\_\_\_  
 Date

**STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.**

\_\_\_\_\_  
 Signature, Title

\_\_\_\_\_  
 Date

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

\_\_\_\_\_  
Hereinafter referred to as "Division"  
and

\_\_\_\_\_  
Washoe County  
hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

III. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

- 193. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
- 194. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 195. **Contractor** shall mean the name of the organization described above.
- 196. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).



III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

LIII. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

49. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Print Name

*jt* Edward Ableser  
Print Name

\_\_\_\_\_  
Title

Administrator  
\_\_\_\_\_

**NOTIFICATION OF GRANT AWARD**

**Grantee:** Washoe County **Date:** September 12, 2016  
**Program Name:** Washoe County Senior Services **New / Revised Award:** New  
**Grant Number:** 16-000-04-2X-17 **Award Fiscal Year:** 2016/2017  
**Grant Period:** 10/01/2016 - 9/30/2017

**Vendor #:** T40283400 **Funded Service:** Home-Delivered Meals  
**DUNS #:** 073786998 **Grant Type:** Fixed Fee

CFDA #	93.045			Total
Funding Source	Title III-C2			
Award	\$585,786.00			\$585,786.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$585,786.00	\$0.00	\$0.00	\$585,786.00
Required Match	\$103,386.00	\$0.00	\$0.00	\$103,386.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
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NOTIFICATION OF GRANT AWARD


Grant Number: 16-000-04-2X-17

Date: September 12, 2016

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- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
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Special Grant Conditions

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- 2. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - Revised Budget and Match Requirement based on grant award
  - Revised Projected Output Measures Form

  
 Edward Ableser, Administrator

9-14-16  
 Date

**STATEMENT OF ACCEPTANCE:** I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

\_\_\_\_\_  
 Signature, Title

\_\_\_\_\_  
 Date

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

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Hereinafter referred to as "Division"  
and

\_\_\_\_\_  
Washoe County  
hereinafter referred to as "Contractor"

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NOW, THEREFORE, Division and Contractor agree as follows:

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Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

LII. USE OR DISCLOSURE OF INFORMATION  
Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

- 48. The disclosure is required by law; or
- 2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
- 3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR


- 1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
- 2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
- 3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- 4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

*Ed* Edward Ableser  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Administrator