

Agreement #: 14-1130-0061-05(1)
Contractor: The County of Lewis
Service: Congregate Nutrition
Effective Date: January 1, 2015

SPECIAL TERMS AND CONDITIONS – EXHIBIT C

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

THE COUNTY OF LEWIS

THE PURPOSE OF THIS DOCUMENT is to establish Special Terms and Conditions for this Agreement between LMTAAA and the Contractor.

1. **Purpose.** It is the purpose of this Agreement to provide Congregate Nutrition services, in compliance with Washington State Department of Social and Health Services, Aging and Long Term Support Administration (hereinafter referred to as "DSHS") service definitions, standards and/or guidelines and in accordance with the herein enumerated work plan, to individuals age sixty (60) years and above who are determined to be eligible for this service under the Older Americans Act of 1965, as amended.
2. **Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall **commence on January 1, 2015 and be completed on December 31, 2015** unless terminated sooner according to provisions enumerated in the General Terms and Conditions. At the sole discretion of the LMTAAA, and subject to satisfactory performance and the negotiation of mutually agreeable annual budgets, this Agreement may be renewed for up to two additional one-year term(s).
3. **Service Area.** The geographic service area in which the Contractor shall provide the defined service is Lewis County.
4. **Eligibility Determination.** Determination of client eligibility for service under this Agreement shall be determined by the Contractor according to the applicable laws and regulations of the Older Americans Act of 1965, as amended. Priority will be given to vulnerable, low-income, minority and limited-English speaking elderly and those individuals meeting target population criteria as outlined in program standards the Aging and Long Term Support Administration Policy and Procedures Manual for Area Agency on Aging Operations. The Contractor shall develop methods for locating and identifying the priority individuals.

5. Consideration and Reimbursement.

A. Maximum Consideration

The Contractor will receive up to **One Hundred Seventeen Thousand Four Hundred Twenty-One Dollars (\$117,421)** from Title IIC1 of the Older Americans Act for the provision of congregate meals.

In addition, the Contractor will receive up to **Twenty-Six Thousand Twenty-Three Dollars (\$26,023)** in Nutrition Services Incentive Program (NSIP) funds for the purchase of U.S. grown food to be used in the meals provided in accordance with the terms of this Agreement.

This award is subject to the availability of federal, state and local funds. As such, the maximum consideration of this Agreement is subject to unilateral reduction by the COG should the anticipated level of federal, state or local funding not be made available.

B. Basis for Reimbursement

This is a combination Fee for Service and Cost Reimbursement sub-recipient contract.

Payment shall be made on the basis of **Three Dollars Sixty-One Cents (\$3.61) per Title IIC1 meal** delivered in accordance with the terms of this Agreement.

Expenses associated with Nutrition Services Incentive Program (NSIP) funding, as specified in the Budget, shall be reimbursed on a **cost reimbursement** basis.

C. Match Requirements

The federal share of the total cost, including match, may not exceed eighty-five percent (85%) of the total cost of this Agreement. The required non-federal match is **Twenty Thousand Seven Hundred Twenty-One Dollars (\$20,721)**. Local match may be met with cash and/or in-kind resources, identified in the budget and utilized in the performance of the service(s) described in this Agreement.

D. Reimbursement Procedure

(1) LMTAAA shall provide payment to the Contractor for costs of services performed hereunder as evidenced by proper invoice submitted by the Contractor to LMTAAA no later than the fifteenth day of each calendar

month following the calendar month during which the services were performed.

- (2) LMTAAA agrees to make payment with warrants for services provided as approved by the LMTAAA within thirty (30) days following receipt of the Contractor's claim for reimbursement, except as otherwise provided in the General Terms and Conditions.
- (3) LMTAAA may withhold reimbursement from the Contractor if the terms of this Agreement are not met. Reimbursement may be withheld for a time equal to the period of non-compliance.
- (4) LMTAAA may reduce the Contractor's reimbursement by One Hundred Dollars (\$100.00) for each failure to include the required listing of LMTAAA and funding source information on Contractor controlled public materials and messages.

6. **Budget.** The Contractor must provide a description of how the budgeted and actual costs of the service provided under this Agreement were calculated. This may be in the form of a formal written Cost Allocation Plan or it might be a simple worksheet that includes formulas that were used to allocate a percentage of shared costs to the activities of this Agreement. Allocations must be based on measurable and verifiable indicators such as units provided, FTEs disbursed, or square footage among others. This description must be submitted annually with the new budget and whenever allocation changes are made during the contract year.

7. **Reports.**

- A. The LMTAAA requires programmatic reports be submitted by the fifteenth day of the month following the month service was provided.
- B. The Contractor shall submit revenue/expenditure reports by the last day of the month following the end of each calendar quarter.

Revenue/expenditure reports shall conform to the following requirements:

(1) Revenue and Expenditures

- a. A complete record of all revenues earned from all sources and all expenditures incurred in the provision of services performed hereunder;
- b. All amounts of revenue and expenditure are traceable to source documents;
- c. All revenue and expenditures are allocated using the approved cost allocation plan and budget developed for the provision of services performed hereunder;

- d. Worksheets and source documents are readily available and reviewable.

(2) Number of Service Units

- a. Traceable back to source documents;
- b. Source documents are readily available and reviewable.

(3) Projections

- a. Reasonable and complete;
- b. Worksheets and source documents are readily available and reviewable.

8. Provisions of Service Delivery. In addition to the Statement of Work and General Terms and Conditions, the Contractor agrees to the following:

- A. The Contractor shall provide advanced written notification to LMTAAA of all proposed changes in the administration of the program and/or staffing plan. Program and staffing plan changes must be reviewed and approved by LMTAAA prior to implementation.
- B. The Contractor shall provide written notification to LMTAAA when prioritization plans need to be implemented. Prioritization plans must be reviewed and approved by LMTAAA prior to implementation.
- C. The Contractor shall notify LMTAAA of any significant management problems or situations that may impact the provision of service.
- D. The Contractor shall conduct annual client satisfaction surveys and share the results with LMTAAA. Original responses to the client satisfaction surveys will be made available to LMTAAA upon request and/or monitoring visits.
- E. The Contractor shall provide substantially equal levels of service in all months within the period of performance of this Agreement.

9. Criminal History Background Checks. A Washington State Patrol criminal history background check is required every two years for all service providers who will have unsupervised contact with vulnerable adults. This applies to individual contractors, as well as employees and/or volunteers of a contracting entity. LMTAAA will complete background checks on all individual Contractors. Contracting entities are responsible to complete required background checks on their own employees, volunteers, and subcontractors. Those who have disqualifying crimes or negative actions per RCW 43.20A.710 cannot have unsupervised access to vulnerable adults served through this contract.