AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Agreement between Gunnison County HHS and Region 10 League for Economic Assistance & Planning, Inc., Region 10 Area Agency on Aging; 7/1/13 thru 6/30/14; $33,000

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County H & HS & Region 10 AAA

Term Begins: 7/1/2013 **Term Ends:** 6/30/2014 **Grant Contract #:**

Summary:
Grant award rom Region 10 Area Agency Aging for $33,000 for Senior Resources office.

Fiscal Impact:

Submitted by: B. Lucero for K. Stewart **Submitter's Email Address:** kstewart@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Request for continued support, included in budget

Reviewed by: Lnienhueser Discharge Date: 6/28/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 6/25/15

Reviewed by: DBaumgarten Discharge Date: 6/25/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 6/28/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/2/2013 Follow Up Agenda Date: N/A

Revised April 2013

REGION 10

Leveraging Resources for Stronger Communities

June 12, 2013

Gunnison County HHS
Karin Stewart
225 Pine Street, Suite E
Gunnison 81230

Delta County
City of Delta
Town of Cedaredge
Town of Crawford
Town of Hotchkiss
Town of Paonia

Gunnison County
City of Gunnison
Town of Mt. Crested Butte
Town of Crested Butte

Hinsdale County
Town of Lake City

Montrose County
City of Montrose
Town of Naturita
Town of Olathe

Ouray County
City of Ouray
Town of Ridgway

San Miguel County
Town of Telluride
Town of Mtn. Village
Town of Norwood

Enclosed are two copies of the 2013 agreements between Region 10 League for Economic Assistance and Planning, Inc., and Gunnison County HHS. The agreements are for twelve months, beginning July 1, 2013.

Due to the sequestration and uncertainty of the federal budget, no federal dollars should be spent prior to October, 2013. Therefore, most contractors received a combination of state and federal monies. All state monies must be spent prior to billing for federal dollars. You will receive a new billing spreadsheet with instructions for billing in July.

Also, all contractors subject to a HIPPA Business Associate Agreement must obtain privacy insurance at the following levels:

- Contractors with 10 or less clients **and** revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.
- Contractors with 25 or less clients **and** revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.
- Contractors with more than 25 clients **and** revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000.

Please submit a copy of your privacy insurance agreement prior to July 1, 2013.

Please have both copies of each agreement executed and return one copy of the agreement to Region 10 Area Agency on Aging by June 26, 2013; the second copy is for your records. Thank you for your cooperation and please contact the Area Agency on Aging if you have questions.

Sincerely,

M Haynes

Michelle Haynes, Director
Region 10 Area Agency on Aging

Encl.

Region 10 League for Economic Assistance and Planning, Inc.
300 N Cascade Avenue Suite 1, Montrose, CO 81401 · Ph: (970) 249-2436 · Fax: (970) 249-2488
www.region10.net · e-mail: info@region10.net

AGREEMENT BETWEEN

Gunnison County HHS
and
Region 10 League for Economic Assistance & Planning, Inc.
Region 10 Area Agency on Aging

The Region 10 League for Economic Assistance & Planning, Inc., Region 10 Area Agency on Aging is responsible for the administration of funding received from the State of Colorado and the Administration on Aging service programs. Priority programs identified in the Four Year Plan of the Region 10 Area Agency on Aging for implementation include: accessing services, health promotion, in-home services, and affordable housing.

In keeping with the intent of the Older Americans Act and the Older Coloradans Act services are available to all persons age 60 years and older and targeted to those with the greatest social and economic need.

THIS AGREEMENT is entered this 26th day of June, 2013 by and between Region 10 League for Economic Assistance & Planning Inc., Region 10 Area Agency on Aging (herein called Region 10) and Gunnison County HHS(Herein called the "Contractor").

WITNESSETH:

WHEREAS, Region 10 desires to engage the Contractor to provide Services in Gunnison County/Counties

WHEREAS, Region 10 has applied for and received funds from the State of Colorado under the Older Colorado Act and the Colorado General Fund, and/or Older Americans Act: and,

WHEREAS, Region 10 is the sponsoring agency for the Area Agency on Aging for the six counties of Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel and,

WHEREAS, the Area Agency on Aging has determined that Information and Assistance/Adult Resources for Care and Help (ARCH) Services are important to maintain the independence of seniors; and

WHEREAS, the Contractor warrants that they have the knowledge, skills and staff for the proper and efficient provision of Services;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. GENERAL COMPLIANCE

The Contractor agrees to comply with the requirements of the Older Americans Act (Title 42, Chapter 35 et al) and the Older Coloradans' Act (C.R.S. Title 26 Article 11). The Contractor also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

The Contractor shall comply with: 1) clarifications or guidance issued by the United States Department of Health & Human Services; 2) the Colorado Department of Human Services program rules (12 CCR 2510-1); 3) any conditions attached to this agreement or funding letter issued by Region 10; and 4) the requirements found at 45 CFR, Part 1321; 45 CFR Part 74; 45 CFR Part 92; 45 CFR Part 95 and/or 48 CFR 31.2 and other applicable OMB Circulars for federal awards.

The Contractor agrees to comply with the applicable version of the Older Americans Act Program Staff Manual Volume 10, the Policy & Procedures Manual, and related policy guidance provided by the State Unit on Aging of the State of Colorado.

The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Contractor shall not use the cash and/or in kind match for the Agreement to fulfill matching requirements for other State or Federal funds.

2. **COMPLIANCE WITH APPLICABLE LAWS**

At all times during the performance of this agreement, the Contractor shall comply with all applicable rules, regulations and laws governing or affecting the services to be rendered under this Agreement.

3. **SCOPE OF SERVICES**

The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, those services as included in Attachment A and outlined in the Funding Application submitted which is incorporated herein by reference.

4. **TERM OF CONTRACT**

Contractor services shall start on the 1st day of July 2013, and end on the 30th day of June 2014.

5. **INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Region 10 shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor of Region 10.

6. **FINANCIAL OBLIGATIONS**

All financial obligations of Region 10 and the Contractor under this Agreement expressly are made conditioned upon funds being appropriated, budgeted, approved or otherwise made available by the U.S. Department of Health and Human Services, the Colorado Department of Human Services and Region 10. In the event that such funding either in total or in part is not forthcoming, Region 10 and the Contractor is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Agreement beyond that amount which has been appropriated and made available to Region 10 and neither party shall have any further liability hereunder, said Agreement shall cease and terminate as of such date.

7. **PERSONNEL**

All of the services required hereunder are to be performed by staff/volunteers of the Contractor. The Contractor covenants that it is an Equal Opportunity Employer and will comply with all Federal and State Employment laws and regulations, including PUBLIC CONTRACTS FOR SERVICES (CRS §8-17.5-101) as stated in Attachment B.

8. **WORKERS' COMPENSATION**

The Contractor shall provide Workers' Compensation coverage for all of its employees involved in the performance of this Agreement, and verify same for sub-contractors as applicable.

9. **INSURANCE AND BONDING/HIPPA**

The Contractor and sub-contractors, as applicable, shall provide general liability insurance covering all operations under this Agreement; automobile liability insurance as required by the State of Colorado for all motor vehicles used in connection with this Agreement, whether owned, non-owned or hired. Said liability insurance shall be for the term of the Agreement. The Contractor and sub-

contractors shall provide criminal background checks for all staff and volunteers according to ASU Memorandum 05-15 guidelines.

9a. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor. 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

Contractor and its applicable subcontractors hereunder shall obtain and maintain during the term of this Contract privacy liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum annual limits as follows.

- Contractors with 10 or less clients **and** revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.

- Contractors with 25 or less clients **and** revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.

- Contractors with more than 25 clients **and** revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000.

10. COMPENSATION

It is expressly agreed and understood that in no event shall total compensation, to be paid hereunder, exceed the maximum amount $33000.00 of $8250.00 State funds and/or $24750.00 of Federal funds and will be available contingent upon Region 10's receipt of Older Americans Act funding from the Colorado Department of Human Services.

11. BUDGET

Region 10 may require a detailed budget breakdown, and the Contractor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Region 10. Region 10 and the Contractor must approve any amendments to this budget in writing.

12. FINANCIAL MANAGEMENT

a) Accounting Standards
The Contractor agrees to adhere to generally accepted accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b) Administrative Requirements
The Contractor shall administer the program in conformance with OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" or OMB A-110 "Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals or Other Non-profit Organizations."

c) Cost Principles
The Contractor shall administer the program in conformance with Federal Acquisition Regulation (FAR) Subpart 31.2 "Contracts with Commercial Organizations." These principles shall be applied

for all costs incurred whether charged on a direct or indirect basis.

d) Disallowed Costs
If costs claimed under this agreement are disallowed as a result of an audit or other financial or Programmatic review, the proportion of federal, state, or federal/state funds disallowed shall be returned to Region 10 or the costs shall be funded with 100% local funds.

13. DOCUMENTATION AND RECORD KEEPING

a) Records to be Maintained
The Contractor shall maintain all records required by Volume 10 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating targeting of services to those with the greatest social / economic need;
3. Records required to determine the eligibility of activities;
4. Financial records as required;
5. Employment and personnel records;
6. Other records necessary to document compliance with the Older Americans Act or Older Coloradans Program.

b) Retention
The Contractor until notified in writing by Region 10 that the records may be destroyed shall retain all records and documentation associated with the provision of services under this Agreement.
The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

c) Client Data
The Contractor shall maintain client data demonstrating client eligibility for services, characteristics of clients served and units of service provided. Such data shall be submitted in a format as described by Region 10, and made available to state staff, or their designees for review upon request.

d) Disclosure
The Contractor understands that client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of Region 10 or Contractor's responsibilities with respect to services provided under this contract, is prohibited.

e) Property Records
The Contractor shall maintain property inventory records that clearly identify property purchased with funds under this agreement.

f) Close-Outs
The Contractor's obligation to Region 10 shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to Region 10) and determining the custodianship of records.

g) Audits and Inspections
All Contractor records with respect to any matters covered by this Agreement shall be made available to the U. S. Department of Health and Human Services, State of Colorado, Region 10, or their designees at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt of notice by the Contractor. Failure of the Contractor to comply with the above requirements will constitute a violation of this agreement and may result in the withholding of future payments.

14. PERFORMANCE MONITORING

Region 10 will monitor the performance of the Contractor on a monthly and annual basis against goals, objectives and performance standards required herein. Substandard performance will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within the prescribed period of time after being notified by Region 10, suspension or termination procedures may be initiated.

15. REPORTING AND PAYMENT PROCEDURES

a) Monthly Reimbursement Report
All Contractor funding will be utilized to provide services **throughout** the contract period. Monthly reimbursement requests will include proportioned OAA/OCA, local cash and in-kind funding necessary to provide projected units of service. The contractor must submit a written request by the 1st of the month for each month an exemption is requested.

b) Program Income
Program Income is any income generated through delivery of OAA/OCA services by a Contractor (voluntary contributions/interest income). Program Income shall be spent prior to reimbursement for the State.

c) Indirect Costs
Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the appropriate Contractor's share of administrative costs and shall submit such plan to Region 10 for approval. No indirect charges may be made without an approved plan.

d) Payment Procedures
Region 10 will pay to the Contractor, funds available under this Agreement based upon information submitted by the Contractor and consistent with any approved budget and Region 10 policy concerning payments. Monthly payments will be made to the Contractor for expenses incurred related to performance, as outlined in the contract. Expenses are not to exceed actual cash requirements. In addition, Region 10 reserves the right to liquidate funds available under this Agreement for costs incurred by Region 10 on behalf of the Contractor.

e) Payment Request
Requests for reimbursement shall be made on a monthly basis by the Contractor in a format prescribed by Region 10 and submitted by the COB on the 12th day of each month (or prior business day if the 12th falls on a weekend or holiday) of the Agreement period.

f) Reporting Procedures
The Contractor agrees to submit client data and fiscal, performance and other reports in the form, content and frequency as required by Region 10.

g) Reports Due
The Contractor shall submit fiscal and client data reports to Region 10 by the COB on the 12th day of each month (or prior business day if the 12th falls on a weekend or holiday) of the Agreement period.

16. PROCUREMENT

a) Compliance
The Contractor shall comply with current Volume 10 policies and procedures concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to Region 10 upon termination of this Agreement.

b) OMB Standards
The Contractor shall procure all materials, property and services in accordance with the requirements in the OMB Circulars.

c) Travel
The Contractor shall obtain written approval from Region 10 for any unbudgeted travel outside the service area with funds provided under this Agreement.

17. CONFLICT OF INTEREST

The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

18. PROHIBITED ACTIVITY

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism.

19. HOLD HARMLESS

The Contractor shall hold harmless, defend and indemnify Region 10, United States Department of Health and Human Services, and the State of Colorado from any and all claims, actions, suits, charges and judgments whatsoever that arises out of the Contractor's performance or non-performance of the services or subject matter called for in this Agreement.

20. REGION 10 AREA AGENCY ON AGING RECOGNITION

The Contractor shall insure recognition of the role of Region 10 in providing services through this Agreement. The Contractor will include a reference to the funding provided herein in all publications made possible with funds made available under this Agreement.

21. AMENDMENTS

Region 10 or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and reviewed by the Regional Advisory Council. Such amendments shall not invalidate this Agreement, nor relieve or release Region 10 or Contractor from its obligations under this Agreement.

Notwithstanding any other provisions to this Agreement, Region 10 may, in its discretion, amend this Agreement to conform with Federal, State or Local government legislation, guidelines, policies and available funding. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Region 10 and Contractor.

22. SUSPENSION OR TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken because of adjustments to funding and with the prior approval of Region 10.

Region 10 may suspend or terminate this Agreement, in whole or in part, if the Contractor materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and Region 10 may declare the Contractor ineligible for any further participation in Region 10 programs, in addition to other remedies as provided by law. In the event there is a probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, Region 10 may withhold payment of funds until such time as the Contractor is found to be in compliance by Region 10, or is otherwise adjudicated to be in compliance.

Region 10 may suspend or terminate this Agreement if Region 10 does not receive funding from the State of Colorado under the Older Coloradans Act and the Colorado General Fund; and/or Older Americans Act.

23. NON-ASSIGNABILITY

It is understood and agreed that the Contractor shall have no right of assignment under this Agreement.

24. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

25. APPLICABLE LAW

This contract shall be construed and enforced in accordance with the laws of the State of Colorado.

26. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Region 10 League for Economic Assistance and Planning, Inc.
Region 10 Area Agency on Aging
Michelle Haynes, AAA Director
300 North Cascade, Suite #1
Montrose, Colorado 81401
Phone: (970) 249-2436
Email: mhaynes@region10.net

Gunnison County HHS
Karin Stewart
225 Pine Street, Suite E
Gunnison 81230
970-641-7984

IN WITNESS WHEROF, the Parties have executed this agreement as of the date first written above.

Signed: _____ Date: _____

(Please Type or Print Name & Title)

Region 10 League for Economic Assistance & Planning, Inc.
Region 10 Area Agency on Aging

Signed: M Haynes Date: 6/12/13
Michelle Haynes, AAA Director

Attachment A

Scope of Services:

Service Units: Federal Units: 2475
State Units: 825
Total Units: 3300

Service Description:

Information and Assistance/Adult Resources for Care and Help (ARCH)

Budget:

Line Item	Amount
Project Revenues	
Federal Funds	$24750
State Funds	$8250
Local Cash Match	$60522.75
	$20174.25
Local In-Kind Match	$3600
	$1200
Program Income	$
	$
Gunnison County HHSTotal	**$118497**

Attachment B

PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [***Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services***] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.