



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: May 23, 2017

DATE: April 17, 2017
TO: Board of County Commissioners
FROM: Amber Howell, Director, Social Services
785-8600, ahowell@washoecounty.us

THROUGH: Kevin Schiller – Assistant County Manager

SUBJECT: Approve a grant agreement in Support of Transportation Services for Vulnerable Populations in Washoe County between Washoe County and Access to Healthcare Network (AHN) in the amount of [\$150,000] funded by Indigent Funds retroactively for the period of July 1, 2016 to June 30, 2017 to provide cash support which AHN will use as the match for a grant awarded to AHN from the Regional Transportation Commission (RTC) for maintenance and growth of the transportation program for vulnerable populations and approve necessary resolution. (All Commission Districts)

SUMMARY

The lack of transportation services available to vulnerable populations in the community, particularly to the areas outside the McCarren loop where there are gaps in RTC bus routes, has been a concern for local human service agencies for a number of years. In early April of 2015 the Regional Transportation Commission (RTC) facilitated discussion on how community partners could better serve these areas and those vulnerable populations with critical transportation needs. Three main populations of concern were identified: seniors, disabled individuals and those who are indigent.

In an effort to close the gap in these services and better serve these vulnerable populations the Department provided \$214,409 in cash support as the matching portion of a grant awarded to AHN by RTC in 2015. The Department is proposing additional funding of this service in the amount of \$150,000 which will be used as match for the 2016 RTC grant and for the maintenance and growth of the current program.

Retroactive approval is requested as the negotiated amount of the County funded grant was not finalized until November of 2016.

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

AGENDA ITEM # 5.5.1.

PREVIOUS ACTION

On October 27, 2015 the Board of County Commissioners approved a one-time payment of \$214,409 to provide the match to a RTC grant providing transportation and services to seniors, disabled individuals and those who were indigent.

BACKGROUND

In 2015 human service entities, including non-profit agencies and other interested organizations, convened a number of community meetings to discuss transportation issues facing the community. The group elected to submit a single application to RTC from one entity, Access to Health Care Network (AHN) to begin addressing transportation needs.

In previous years, RTC awarded grants to fund a number of smaller projects throughout the community. During last year's planning process, previous award recipients recommended to the RTC that they fund AHN for an overall transportation program and the remaining group chose not to apply for funding for smaller projects.

This program included funding from RTC in support of AHN coordinating these transportation services outside the McCarren loop, but would require the contribution of a one-time cash payment of \$214,409 as operating cash to AHN from Washoe County Department of Social Services in support of the program. In addition to the transportation, the grant included funding for a call center to coordinate the transportation services of individuals, tailored to their specific needs, including route planning, pick up and drop off arrangements.

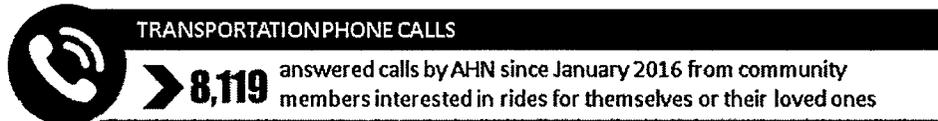
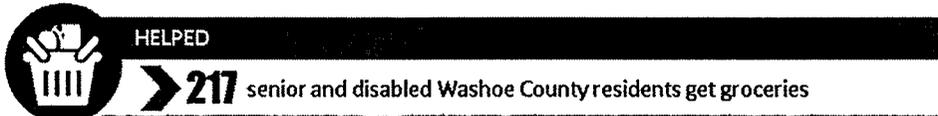
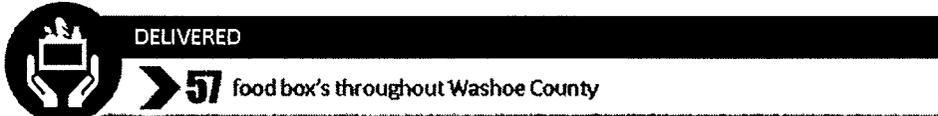
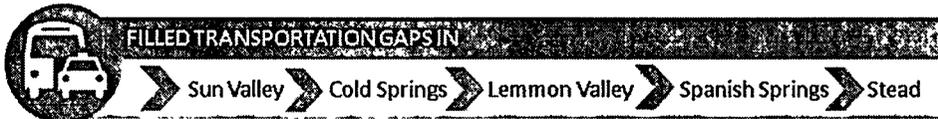
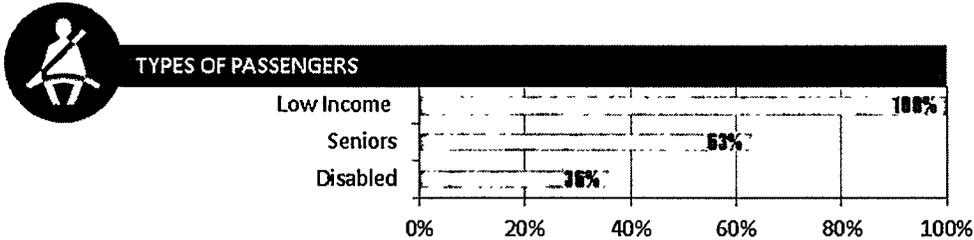
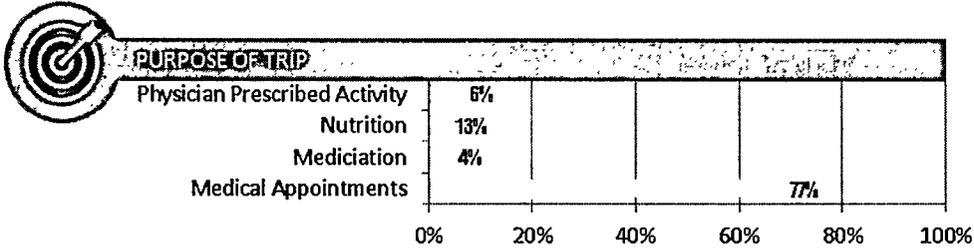
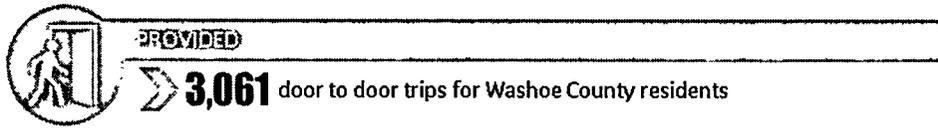
The transportation services targeted the above identified populations with an emphasis on meeting the transportation needs of senior citizens, allowing for individual stops to meet the person's specific needs for medical appointments or to pick up medications, or groceries.

The services were unique as they were not the typical transportation from point A to B. The new concept was to ensure that the individual had what they needed when they arrived at home, and involved some level of case management along with transportation. For instance, if a senior was being transported from a doctor's appointment to his home, the driver would stop and ensure they filled any prescriptions and would even allow them to pick up other supplies, or groceries, as needed. The driver was a trained Care Coordinator for AHN and assessed the needs of the client during the transportation trip.

Below is a snapshot of the data and successes for the program from January 2016 to August 2016:

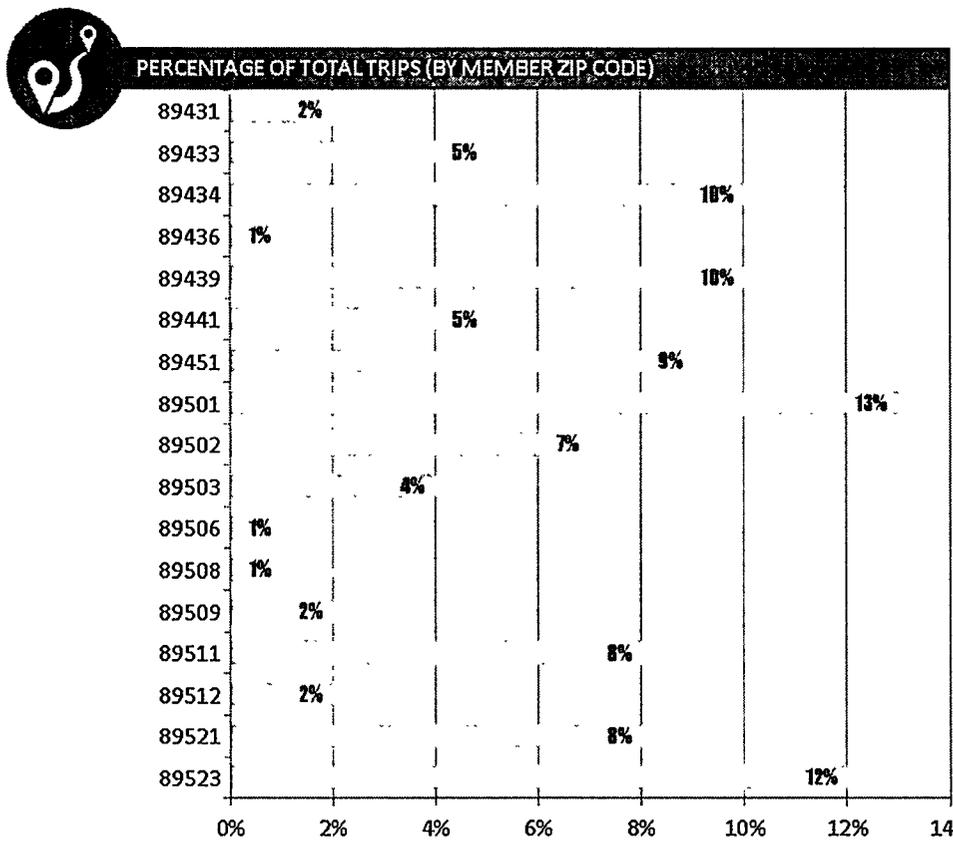
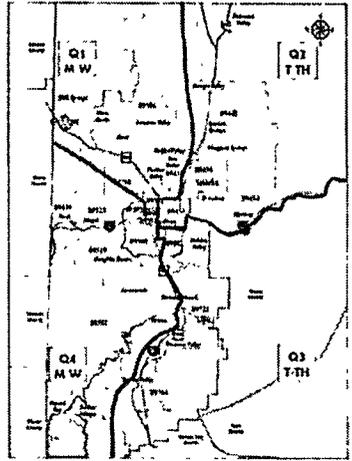
NON-EMERGENT MEDICAL TRANSPORTATION PROGRAM SUCCESS

Data from January 1, 2016 – August 31, 2016



SERVICE AREA

- The AHN Transportation Program serves Washoe County residents within **48** miles of the Reno/Sparks City Center.
- The Service is divided into **4** zones





OUTREACH

- AHN drivers are also outreach specialists
- All van passengers receive info on the following programs:
 - ▶ Medicare counseling
 - ▶ Ryan White eligibility
 - ▶ Breast and cervical cancer screening
 - ▶ Colon cancer screening
 - ▶ ACA individual health insurance
 - ▶ Medical Discount Program
 - ▶ Dental/Vision Program
 - ▶ Disability and aging services
 - ▶ Prenatal
 - ▶ Cancer program



TESTIMONIALS

- I would like to say how much I appreciate the service I have received from Access to Healthcare. Without them, I would not have been able to get my needed medical appointments. Thank you.
- I love Access to Healthcare! They came through for me and my sisters just when we needed them and have been there for us ever since. What would we do without them.
- Using a wheelchair, it has been very difficult to get around. Now with Access to Healthcare's program, it is much easier for my wife and I to get to and from my appointments without having to deal with the hassle of getting in and out of a smaller vehicle. This program has everything I need...door to door service, great drivers and always on time.
- I am grateful for the free program because it has made me getting to my medical appointments so much easier.

Last year's AHN transportation program (its initial year) consisted of 3 vehicles and drivers. Washoe County matched \$214,409 to RTC funding of \$317,759 for a total program budget of \$532,168. This included the purchase of the 3 vehicles for \$150,000. AHN is preparing to expand its transportation program dramatically in the upcoming year. They have received approval for a Pennington grant to purchase two additional vehicles. In addition AHN is currently in negotiations to potentially add two more vehicles to provide rides directly for area hospitals. These increases will more than double the current operating budget for the program.

AHN fulfilled their commitment of seeking additional funding from the community but the high demand for services and a wait list of 6-8 weeks to schedule a ride has necessitated the need to seek additional funding from the County.

AHN has requested a total of \$150,000 from Washoe County to assist in providing the match for the RTC grant (\$69,166) and (\$80,834) for the growth and maintenance of the program. Increasing the fleet will allow AHN to satisfy some of the current demand. In summary the total estimated cost of the program next year is \$878,082. AHN is requesting \$150,000 or 17% matching funds from Washoe County. RTC is providing \$164,741 or 19% and AHN through contracts with other parties will obtain 64% or \$563,341 of the projected costs.

FISCAL IMPACT

Should the Board approve this grant agreement, the Department's FY17 adopted budget has sufficient budget authority in cost center 210100.

RECOMMENDATION

It is recommended that the Board approve a grant agreement in Support of Transportation Services for Vulnerable Populations in Washoe County between Washoe County and Access to Healthcare Network (AHN) in the amount of [\$150,000] funded by Indigent Funds retroactively for the period of July 1, 2016 to June 30, 2017 to provide cash support which AHN will use as the match for a grant awarded to AHN from the Regional Transportation Commission (RTC) for maintenance and growth of the transportation program for vulnerable populations and approve necessary resolution.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a grant agreement in Support of Transportation Services for Vulnerable Populations in Washoe County between Washoe County and Access to Healthcare Network (AHN) in the amount of [\$150,000] funded by Indigent Funds retroactively for the period of July 1, 2016 to June 30, 2017 to provide cash support which AHN will use as the match for a grant awarded to AHN from the Regional Transportation Commission (RTC) for maintenance and growth of the transportation program for vulnerable populations and approve necessary resolution."

AGREEMENT IN SUPPORT OF TRANSPORTATION SERVICES FOR VULNERABLE POPULATIONS IN WASHOE COUNTY

THIS AGREEMENT IN SUPPORT OF TRANSPORTATION SERVICES FOR VULNERABLE POPULATIONS IN WASHOE COUNTY (“Agreement”), is entered into this ___ day of _____, 20__ and is effective immediately by and between ACCESS TO HEALTHCARE NETWORK, a Nevada non-profit corporation (hereinafter called the “AGENCY”), and WASHOE COUNTY, NEVADA, through its Department of Senior Services (hereinafter called “COUNTY”).

WITNESSETH,

WHEREAS, COUNTY desires to support the availability transportation services for vulnerable populations in Washoe County, as well as the efficient use of COUNTY resources in support of transportation services, such as defined in Attachment A to this Agreement; and

WHEREAS, COUNTY desires to provide indigent funding through a grant to Access to Healthcare Network to support those transportation services to vulnerable populations; and

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) 3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, AGENCY is a government agency; and

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

NOW, THEREFORE, based upon the foregoing recitals, which are incorporated herein, and in consideration of the mutual promises and benefits to be exchanged and provided, the parties hereto mutually agree as follows:

- (1) **Agreement.** COUNTY agrees to deliver financial support to AGENCY and AGENCY hereby agrees to provide the services described in, and to use COUNTY support in compliance with the conditions and objectives set forth in, this Agreement and Attachment “A”, attached hereto and incorporated into this Agreement.

- (2) **Term.** Upon authorization, this contract runs retroactively from July 1, 2016 and terminates June 30, 2017, unless terminated earlier as provided herein.

- (3) **Compensation.** COUNTY agrees to grant to AGENCY the sum of \$150,000 from Indigent Funds. This grant shall be used strictly for expenses incurred in providing direct transportation services to the vulnerable populations of Washoe County, together with ordinary expenses of associated support services and equipment, and expenses provided and incurred by AGENCY to meet the requirements of any other sources of revenue received by AGENCY.
- (4) **Method of Payment.** COUNTY will distribute the grant funds in installments upon receipt of monthly reports as identified in Section 7 Reporting, as identified in Attachment A "Program Measurable Outcomes", on the performance of the AGENCY duties under the terms of this Agreement. Additional documentation supporting the allowable expenditures for the Regional Transportation Commission grant for which County funds are being used as match must be submitted on a monthly basis.
- (5) **Changes.** COUNTY may from time to time require changes in the scope of services of the AGENCY to be performed hereunder. Such changes will occur as mutually agreed upon in writing by the parties.
- (6) **Termination of Agreement.** Either party may terminate this Agreement without cause by written notice. A Notice of Termination will be deemed effective 5 days after personal delivery or 7 days after mailing by U.S. Mail, postage prepaid. In the event of termination AGENCY shall promptly submit to COUNTY all reporting and accounting documents required under this Agreement within 15 days after the effective day of any written Notice of Termination.
- (7) **Reporting.** The AGENCY shall, at such time and in whatever form as COUNTY may require, provide monthly reports, as identified in Attachment A "Program Measurable Outcomes", on the performance of the AGENCY duties under the terms of this Agreement to the Social Services Department Director and delegates, and report on its performance of transportation services for vulnerable populations paid by other grants and funding sources. Additional documentation supporting the allowable expenditures for the Regional Transportation Commission grant for which County funds are being used as match must be submitted on a monthly basis.
- (8) **Records.** AGENCY shall use an approved case management system for all client service tracking and complete all client demographic and data reporting required by the funding agency, the Regional Transportation Commission.

AGENCY will allow COUNTY access to and copies of its applications for other funding requests, including levels of service, grant awards and other information COUNTY deems necessary.

- (9) **Completeness of Contract.** Except as otherwise provided herein, this contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (10) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the AGENCY constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the AGENCY and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.
- (11) **Personnel.** AGENCY's employees selected to provide the services required under this Agreement shall abide by all requirements of the primary funding agency.
- (12) **Indemnification and Insurance.** COUNTY has established specific indemnification and insurance requirements to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that you are aware of and accept the responsibility for losses or liabilities related to your activities. Attachment B is attached and included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.
- (13) **Confidentiality.** The AGENCY'S employees assigned to carry out the activities of this Agreement shall maintain the confidentiality of clients.
- (14) **Assignability.** The parties hereby agree that AGENCY may not assign, convey or transfer its interest, rights and duties under this Agreement.
- (15) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below:

For Washoe County:
Ida Peeks
Grant Coordinator
350 South Center Street
Reno, NV 89512
775-785-5653

For Access to Healthcare Network:
Sherri Rice
Chief Executive Officer
Access to Healthcare Network
4001 South Virginia Street, Suite F
Reno, NV 89502
775-284-8989

- (16) **Limited Liability.** COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- (17) **Severability.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- (18) **Governing Law and Venue.** The laws of the State of Nevada shall govern this Agreement. All parties hereto consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.
- (19) **Third Party Beneficiary Rights.** This Agreement is not intended to create any third party beneficiary rights in any person not a party hereto.

IN WITNESS WHEREOF, COUNTY and the AGENCY have executed this agreement as of the date first written above.

ACCESS TO HEALTHCARE NETWORK
"AGENCY"

By: _____
SHERRI RICE
Executive Director

WASHOE COUNTY
"COUNTY"

By: _____
BOB LUCEY, Chair
Board of Commissioners

Date: _____

Date: _____

Attest: _____

County Clerk

State of Nevada
County of Washoe

This Agreement signature was acknowledged before me on _____, 2017
by _____, the Chair of the Board of AGENCY.

NOTARY

ATTACHMENT A

AGREEMENT IN SUPPORT OF TRANSPORTATION SERVICES FOR VULNERABLE POPULATIONS IN WASHOE COUNTY

PROGRAM MEASURABLE OUTCOMES

Access to Healthcare Network (AGENCY) agrees to meet and satisfy Washoe County's following standards:

The Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

PROGRAM: Access to Health Care Network Transportation Services

Access to Healthcare Network is a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee. The Network provides working uninsured northern Nevada resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network. In addition they provide transportation services to seniors, disabled individuals and those who are indigent.

Monthly/Quarterly Reports: Quarterly

Measurable Outcome

1. Agency will provide transportation and case management services to a minimum of 400 new clients per quarter who earn between 100% and 250% of the Federal Poverty Level.

Tracking Mechanism:

The number of enrolled members will be measured by the Access Health Care Network's software.

2. AHN will provide a call center for clients to utilize for the coordination of transportation services.

Tracking Mechanism:

The number of members who call the call center with transportation questions or services will be measured by the Access Health Care Network's software.

3. AHN will provide transportation services outside the McCarren loop.

Tracking Mechanism:

Detailed report of clients served by zip code will be produced by the Access Health Care Network's software.

PROCEDURAL REQUIREMENTS

- a. The County Staff will monitor the performance of the Agency against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Agency within a reasonable period of time after being notified by the County staff, contract suspension or termination procedures will be initiated.

ATTACHMENT B
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

PROFESSIONAL LIABILITY

AGENCY is responsible for maintaining AGENCY'S professional liability insurance for work performed on behalf of COUNTY. AGENCY agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by AGENCY'S negligent acts, errors or omissions in the performance of AGENCY'S services under the terms of this agreement.

AGENCY further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of AGENCY in the performance of its services under the Agreement.

GENERAL LIABILITY

AGENCY agrees to provide coverage for its staff assigned to perform the services under this contract for general liability and agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any claims for injuries to persons or damages to property which may arise from or in connection with the performance of AGENCY'S work under this agreement.

INDUSTRIAL INSURANCE

COUNTY requires that AGENCY maintain Industrial Insurance (Workers' Compensation) for all of its employees providing service under this agreement. The cost of such insurance shall be borne by AGENCY. Prior to receiving any payment pursuant to this agreement AGENCY shall provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

MINIMUM LIMITS OF INSURANCE

AGENCY shall maintain coverage and limits no less than:

1. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase insurance levels to meet minimum contract limits shall be borne by AGENCY at no cost to the COUNTY. AGENCY will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project if available and affordable. The unavailability and/or unaffordability of coverage must be demonstrated by AGENCY to COUNTY. In the event that AGENCY goes out of

business during the term of this Agreement or the three (3) year period described above, AGENCY shall purchase at the request and expense of COUNTY, if available, Extended Reporting Coverage for claims arising out of AGENCY'S negligent acts, errors and omissions committed during the term of the Lawyers Professional Liability Policy.

2. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. Not sure this will apply-unless to client meetings mediations etc.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability for injury or damage to property arising out of activities performed by AGENCY.
- b. AGENCY'S insurance coverage shall be primary insurance for COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of AGENCY'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. AGENCY'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days'

prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

VERIFICATION OF COVERAGE

AGENCY shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

MISCELLANEOUS CONDITIONS

1. AGENCY shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by AGENCY.

3. COUNTY may terminate the agreement if AGENCY fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required:

RESOLUTION – Authorizing the Grant of Public Money to a Non-Profit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, Washoe County supports the availability of transportation services for vulnerable populations in Washoe County, and wishes to ensure that funds spent to provide these transportation services are spent in the most efficient and effective way possible, including in partnership with the State of Nevada and other entities that can generate additional resources; and

WHEREAS, Washoe County desires to provide grant funding to the nonprofit, ACCESS TO HEALTHCARE NETWORK, in support of those transportation services subject to performance measures, all as more fully described and conditioned in the parties' "Agreement In Support Of Transportation Services for Vulnerable Populations in Washoe County," executed on May ____, 2017; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$150,000 in annual funding is needed to address these transportation services for vulnerable populations; and

WHEREAS, in consideration of receipt of this funding, Access to Health Care Network agrees to abide by the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Washoe County:

1. The Board hereby grants to Access to Healthcare Network, a non-profit charitable organization created to provide transportation services to the vulnerable population of Washoe County, a grant in the amount \$150,000, to be expended from the grant and the conditions and limitations upon the grant as are set forth in the agreement.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing transportation services to the vulnerable populations of Washoe County.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the agreement.

Adopted this ____ Day of May, 2017

Bob Lucey, Chair
Washoe County Commission

ATTEST:

County Clerk