

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY22-23 Contract with Legacy Link Addendum #1

DATE: February 5, 2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- **X**

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: February 20, 2023

PURPOSE:

To request Commission approval for Addendum #1 for FY22-23 Contract (effective July 1, 2022 through June 30, 2023) with Legacy Link due to additional funding becoming available

BACKGROUND / HISTORY:

The Commission approved the FY2022- Contract (effective July 1, 2022 through June 30, 2023) with Legacy Link on May 5, 2022, Legacy Link has provided an addendum to that contract as additional funding (ARPA) has become available for our senior nutrition / wellness programs as indicated below. Funding increased by **\$251,171, (5) a-e**, while county match and local resources increased by **\$56,448 (6) a-b**. Habersham County Senior Center provides Nutritional Services for seniors including wellness, congregate and home-delivered meals. Commission approval is necessary to accept the additional funding that has become available through Legacy Link.

FACTS AND ISSUES:

The following sections related to compensation and funding of the contract is listed below:

	<u>Original Contract</u>	<u>Addendum#1</u>
5. Compensation Paid by Legacy to Habersham County		
(b) Nutrition site operation	\$106,858	\$189,463
(c) Home-delivered meals	\$108,455	\$151,984
(c) Congregate	\$19,059	\$36,573
(d) Wellness	\$31,327	\$122,665
(e) Material Aid	\$00.000	\$16,185
Total	\$265,699	\$516,870
6. Non-Federal Funds, county paid cash match/ additional funds		
(a) Nutrition	\$9,655	\$14,903
(a) Wellness	\$3,482	\$8,742
(b) Minimum cash requirement Congregate Meals	\$17,481	\$19,154
(b) Minimum cash requirement home-delivered	\$59,645	\$102,363
(b) Non-match local resources	\$182,852	\$184,401
Total	\$273,115	\$329,563

OPTIONS:

- 1) Approve recommendation of contract addendum with Legacy Link
 - 2) Deny recommendation for approval of the FY22-23 Contract addendum with Legacy Link
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

Move to approve contract addendum and authorize Chairman's approval.

Signature.

DEPARTMENT:

Prepared by: Kathy Holcomb

Director: ____Kathy Holcomb____

ADMINISTRATIVE

COMMENTS: _____

DATE: _____

County Manager

**ADDENDUM NO. 1
TO
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND HABERSHAM COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2022.

Said agreement is amended to read as follows.

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 12,870 units of congregate nutrition services to 270 elderly persons, 52,660 units of home-delivered nutrition services to 185 elderly persons, and providing 16,186 units of caregiver services material aide individual services to 60 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed One Hundred Eighty Nine Thousand Four Hundred Sixty Three Dollars (\$189,463.00).

(c) The Legacy agrees to provide federal and state funds for

(d) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed One Hundred Twenty Two Thousand Six Hundred Sixty Five Dollars (\$122,665.00)

(e) The Legacy agrees to provide federal funds for material aid individual caregiver services in the amount of Sixteen Thousand One Hundred Eighty Five Dollars (\$16,185.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Fourteen Thousand Nine Hundred Three Dollars (\$14,903.00) will be available for nutrition site operations, and Eight Thousand Seven Hundred Forty Two Dollars (\$8,742.00) for Wellness services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 12,870 congregate and 52,660 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Nineteen Thousand One Hundred Fifty Four Dollars (\$19,154.00) for congregate meals and One Hundred Two Thousand Three Hundred Sixty Three Dollars (\$102,363.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Eighty Four Thousand Four Hundred one Dollars (\$184,401.00).

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all

report. If any litigation, claims or audit is started before the expiration of seven years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

23. Contractor/Subcontractor License Requirements. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract. B.

The Contractor is responsible to ensure that Subcontractors are appropriately licensed. C.

The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification or accreditation required by this Contract, or by

laws, that this Contract may be terminated immediately in whole or in part.

27. Conflict of Interest. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
HABERSHAM COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

