

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: February 2, 2009

SUBJECT: Non-Profit Funding Reallocation – Medi-Find Program

ATTACHMENTS: Yes
1. Non-Profit Funding Agreement

SUMMARY OF REQUEST:

Henderson County annually budgets for, and grants to local non-profit agencies, funding for the provision of services to citizens in the County. Within the FY08-09 budget, the Board approved \$23,400 for the Medi-Find program, a program which assists individuals who cannot afford to purchase long-term medications.

The Medi-Find program was administered by Interfaith Assistance Ministry until December 2008. The program is now being administered by The Free Clinics, and Staff is proposing that the Board approve reallocation of half the grant, \$11,700, to The Free Clinics for continued provision of this service.

BOARD ACTION REQUESTED:

The Board is requested to approve the reallocation of \$11,700 from Interfaith Assistance Ministry to The Free Clinics for the Medi-Find Program.

Suggested Motion:

I move the Board approve the reallocation of \$11,700 from Interfaith Assistance Ministry to The Free Clinics for the Medi-Find Program.

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 8th day of January, 2009 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and **The Free Clinics**, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$11,700** in funding for the fiscal year ending June 30, 2009 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2009, and an annual status report in July 2009, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

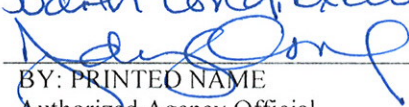
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

CLERK TO BOARD OF COMMISSIONERS Date

BY: WILLIAM L. MOYER Date
Chairman, Board of Commissioners

Judith Long, Executive Director
 7/13/09
BY: PRINTED NAME Date
Authorized Agency Official


BY: AUTHORIZED SIGNATURE Date

This Agreement has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

County Finance Director Date