

July 1, 2018 through June 30, 2019

**AGREEMENT FOR THE PROVISION OF SERVICE PROVIDER-BASED AGING SERVICES
FAMILY CAREGIVER SUPPORT PROGRAM**

This Agreement, entered into as of this 1st day of July 2018, by and between _____ (hereinafter referred to as the "Service Provider") and the Piedmont Triad Regional Council Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnessed That:

WHEREAS, the Area Agency receives funding through the federal OLDER AMERICANS ACT (OAA) AND THE STATE OF NORTH CAROLINA for the provision of services to the elderly; and

WHEREAS, the Service Provider has submitted a Request for Proposal (RFP) with the amount requested as indicated below:

<u>Service Provider</u>	<u>Amount</u>
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NOW THEREFORE, the parties hereto agree as follows:

1. The Service Provider agrees to comply with the Division of Aging and Adult Services Standards, Monitoring Guidelines and Section 3 and 4, of the N.C. Home and Community Care Block Grant Manual, 1997 and Family Caregiver Support Program Procedures Manual, November, 2004 where applicable. In addition, the Service Provider agrees to perform services in full compliance with the Older Americans Act Legislation.
2. The Service Provider agrees to carry out the services and/or activities identified in the RFP, and the RFP is herein incorporated into this Agreement by reference.
3. The Area Agency agrees to reimburse up to the total amount requested, indicated above, for services indicated within the RFP for the grant period JULY 1, 2018 – JUNE 30, 2019. The terms set forth in this Agreement for payment, continuation, or renewal is contingent upon the receipt of funds by the Area Agency.
4. Grant Administration. The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Agreement shall be given and to whom matters relating to administration or interpretation of this Agreement shall be addressed. The grant administrator for the Area Agency shall be Blair Barton-Percival, Director of the Area Agency on Aging. The grant administrator for the Service Provider shall be _____. It is understood and agreed that the grant administrator shall represent the Service Provider in the performance of this Agreement. The Service Provider shall notify the Area Agency in writing if the administrator changes during the grant period.

5. Services authorized through the RFP, are to commence no later than JULY 1, 2018 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2019.
6. Assignability and Contracting. The Service Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with said funding shall be carried out in accordance with the procurement and contracting policy of the service provider or, where applicable, the Area Agency, and which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36.

Federal funds shall not be awarded to any sub-recipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

Uniform Guidance procurement policy compliance statement – The purchase of any goods or services under this Agreement must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

7. Compensation and Payments to the Service Provider. The Service Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. The Area Agency's obligation to pay the Service Provider any amount under this Agreement is conditioned upon receipt of funds from the North Carolina Division of Aging and Adult Services. Total reimbursement to the Service Provider under this Agreement may not exceed the amount specified in each RFP Budget.
8. Reimbursement of Service Costs. Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Service Providers, Revised February 17, 1997.
9. Service Data Entry. Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.
10. Reallocation of Funds and Budget Revisions. Any reallocation of funding between agencies shall be voluntary on the part of the Service Provider and shall be effective only for the period of the Agreement. The reallocation of funds between agencies will not affect the allocation of future funding to the Service Provider. If during the performance period of the Agreement, the Area Agency determines that a portion of the funds will not be expended, the grant administrator for the Service Provider shall be notified in writing by the Area Agency and given the opportunity to

make funds available for reallocation to other agencies within the county or region. Any changes in the original Request for Proposal shall be in writing.

11. License and Permits. The Service Provider shall maintain all required licenses, RFPs, permits, bonds, and insurance required for carrying out contractual services, as specified. The Service Provider shall notify the Area Agency immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Area Agency to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
12. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>. The monitoring of services provided under this Agreement shall be carried out by the Area Agency in accordance with its Assessment Plan.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual at <http://www.ncdhhs.gov/document/section-308-aaa-policies-and-procedures-manual>. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

Community service providers shall submit all subcontracts to the Area Agency. The community service provider shall be responsible for the performance of all its subcontractors. Subcontract(s) must include at a minimum 1) the full scope of work, 2) deliverables, and 3) appropriate references to service standard requirements. All community service providers who subcontract shall annually complete a "Subcontractor Performance Evaluation" (SPE) form on each subcontractor and submit these SPE forms to the Area Agency.

13. Disputes and Appeals. When there is a question of fact arising under this Agreement, the Service Provider's grants administrator shall identify the issue in writing to the Director of the Area Agency on Aging. The Director shall promptly furnish a decision in writing. If the Service Provider believes it will be harmed by the decision, the grants administrator may appeal the Director's decision by submitting a written request for a hearing to the Director. The request must state the grounds for the appeal and must be submitted within ten (10) calendar days of the adverse decision. Thereafter, the AAA shall provide the Service Provider with a copy of the Piedmont Triad Regional Council Area Agency on Aging Appeals Process and shall implement the process provided for therein.

As provided in the AAA Appeals Process, a decision by the Regional Advisory Council on Aging is final unless within ten (10) days of receipt of the decision, the Service Provider submits a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services with a copy sent to the AAA and to the Chair of the Board of County Commissioners. Appeals to the Division of Aging and Adult services shall be addressed to:

Director

North Carolina Division of Aging and Adult Services

2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services.

14. Termination for Cause. If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Service Provider Administrator and the Chairman of the Board of the Service Provider Agency written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
15. Audit. The Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB).

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Family Caregiver providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov.management/grants>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23, NCAC 03M section .0100, and OMB Uniform Guidance CFR 2 Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than \$25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <\$25,000 (<i>item #11, Activities and Accomplishments does <u>not</u> have to be completed</i>) <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds	Certification Form and State Grants Compliance Reporting: >\$25,000 and Schedule of Receipts and Expenditures <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A
\$500,000+ in State funds <u>but</u> Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use State funds, <u>not</u> Federal Funds
\$500,000+ in State funds, <u>and</u> \$750,000+ in Federal pass through funds (i.e \$1,000,000)	Audited Financial Statement in compliance with OMB Uniform Guidance ² CFR Part 200 (i.e., Single Audit)	May use State and Federal funds
Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance ² CFR Part 200 Uniform Guidance ² CFR Part 200 (i.e., Single Audit)	May use Federal funds, but <u>not</u> State funds.

16. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Service Providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, Service Provider or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph thirteen (13). The Service Provider or Area Agency can recoup any required payback from the Service Provider in the event that payback is due to a Service Provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321, or state eligibility requirements as specified in policy.

17. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The Service Provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
18. Data to be Furnished to the Service Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Service Provider shall be furnished to the Service Provider and Service Providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the Service Provider in the performance of the Service Provider's duties under this Agreement.
19. Rights in Documents, Materials and Data Produced. The Service Provider agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the Service Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and/or other electronic materials. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.
20. Conflict of Interest
- a. Interest of the Board of Provider Agency. The Community Service Provider covenants that neither the Board of Community Service Provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
 - b. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
 - c. Any conflict or potential conflict of interest, or the appearance of a conflict of interest as described shall be reported by a member of the governing board to that board and by an employee to the employee's supervisor immediately, whereupon a process shall be conducted to identify whether a conflict of interest exists and if so, to implement the prescribed course of action.

21. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
22. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Service Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
23. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
24. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their sub-recipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www2.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. Confidential records, including electronic records, must be destroyed in such a manner that the data, metadata, and/or physical media cannot be read or reconstructed.

The NCDHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

25. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.

ATTACHMENT: ADDITIONAL REQUIREMENTS**A. Reporting Requirements**

1. The agency will complete all data entry in the ARMS system, keep accurate financial and programmatic records, and will accommodate other requests by the Piedmont Triad Regional Council Area Agency on Aging. Programmatic limits will not be exceeded.
2. The agency will file programmatic and budget change requests in writing with the PTRC AAA for approval.

B. Consumer Contribution Expectations

1. The agency will maintain the required consumer contributions forms and documentation as specified in the "Division of Aging and Adult Services Manual – Consumer Contributions Policy and Procedures" (February 2013).

C. Eligibility Requirements for Caregivers, Including Definition of "Frail" for Care Recipient

As authorized in Title III-E of the Older Americans Act, the following specific populations of family caregivers are eligible to receive services:

- (a) Adult family members or other informal caregivers age 18 and older providing care to individuals 60 years of age and older;
- (b) Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders;
- (c) Grandparents and other relatives (not birth or adoptive parents) 55 years of age and older providing care to children under the age of 18;
- (d) Grandparents and other relatives (not birth or adoptive parents) 55 years of age and older providing care to adults age 18-59 with disabilities.
 - The term "grandparent or older individual who is a relative caregiver" means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption who is 55 years of age or older, and
 - Lives with the child;
 - Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - Has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally.

AND

In addition to the eligibility presented above, the Older Americans Act specifies that the caregiver of an older individual receiving Respite or Supplemental services must be taking care of a care recipient who meets the definition of "frail." "Frail means that the older individual is determined to be functionally impaired because the individual—

- A. is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- B. due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.”