

**Agreement for the Provision of Service Provider-Based Aging Services  
Senior Center General Purpose Funds  
State Fiscal Year July 1, 2023 through June 30, 2024**

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2023 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 Request for Proposals (RFPs); (programs and amounts requested are indicated below); and

FACILITY	FUNDING	MATCH	ALLOCATION
	Senior Center General Purpose	25%	\$

NOW THEREFORE, the parties hereto agree as follows:

1. The Service Provider agrees to comply with the Division of Aging and Adult Services Standards and Section 3 and 4, of the N.C. Home and Community Care Block Grant Manual, 1997.
2. The Service Provider agrees to carry out the services and/or activities identified in the RFPs and the RFPs are herein incorporated into this agreement by reference.
3. The Area Agency agrees to reimburse up to the total amount requested, identified above, for services indicated within the RFPs for the July 1, 2023 – June 30, 2024 fiscal year. Reimbursement must be requested by the Service Provider at least quarterly beginning with the second quarter of the state fiscal year, provided that the final reimbursement request shall be submitted by June 6, 2024 as set forth in Paragraph 6.
4. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Senior Center General Purpose funding.
5. Grant Administration. The grant administrator for the Area Agency shall be Adrienne Calhoun, DIRECTOR, AREA AGENCY. The grant administrator for the Service Provider shall be , Executive Director. 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.
6. Term. Services authorized through the RFPs, are to commence no later than

July 1, 2023 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services shall be completed before May 31, 2024 and reimbursement requests for all services funded under this Agreement shall be made on or before June 6, 2024 in order to comply with the N.C. Division of Aging and Adult Services Administrative Letter No. 19-08 (September 5, 2019) that prohibits distribution of state funds after the close of the fiscal year.

7. Assignability, Contracting and Procurement -The Service Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Senior Center General Purpose funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36.

*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).

8. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Federal funds shall not be awarded to any subrecipients 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. As such, the Service Provider shall verify that its principals, affiliates and subcontractors are eligible to participate in this federally or state funded contract and are not presently declared by any Federal or State department or agency to be:
  - a) Debarred from participation in any federally or state assisted award;
  - b) Suspended from participation in any federally or state assisted award;
  - c) Proposed for debarment from participation in any federally or state assisted award;
  - d) Declared ineligible to participate in any federally or state assisted award;
  - e) Voluntarily excluded from participation in any federally or state assisted award;
  - f) Disqualified from participant in any federally or state assisted award.
9. Compensation and Payments to the Service Provider. The Service Provider shall be compensated for the work and services actually performed under this Agreement by the Area Agency upon request for reimbursement by the Service Provider at least quarterly as provided in Paragraph 3 and Paragraph 6. Total reimbursement to the Service Provider under this Agreement may not exceed the amount specified in each RFP Budget.

10. Equipment and Capital Expenditures – As with all federal and state funds, prior approval from the Division of Aging and Adult Services is required for equipment and capital expenditures of \$5,000 or more. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

DAAS has adopted prior approval guidelines for both per-unit equipment acquisition costs of \$5,000 or more and also capital purchases that per-transaction collectively total \$5,000 or more.

Providers must submit prior approval requests for the following:

- Any purchase where the total cost of the single transaction purchase is greater than \$5,000. (Example: the purchase of 20 iPads at one time that are \$299.00 each = total transaction cost of \$5,980, which requires prior approval.)
- Any capital purchase of equipment in which the total single transaction cost is greater than \$5,000. (Example: the purchase of two refrigerators at one time for \$2,700 each = total transaction cost of \$5,400, which requires prior approval.)
- Any capital purchase for renovations or building and grounds projects where the total project cost is greater than \$5,000.

No prior approval request should be submitted for the following:

- Purchase of supplies or other consumables of \$5,000 or more.
- Purchases where the per-transaction total on the receipt of purchase is less than \$5,000.
- Any capital purchase for renovations or building and grounds projects where the total project cost is less than \$5,000.
- Salary and fringe benefits, which are not a purchase and do not require prior approval for expending funds.
- Any purchases not defined above. DAAS strongly recommends that providers seek competitive pricing and quotes for purchases, in case questions arise at a later date for audit purposes.

DAAS has adopted guidelines to assure that expenditures are reasonable and chargeable to OAA grants. The purpose is to avoid the possibility of later disallowance or disputes (2 CFR §200.407). AAAs and providers may find more information about the prior approval process in Administrative Letters 21-01, 20-16, and Change Notice 01-21 Revised for Administrative Letter 20-16.

11. Reimbursements 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.

12. Service Data Entry. Unless community services providers have been given the authority to enter data into the Aging Resources Management System (ARMS), the Area Agency is responsible for entering 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 Service Providers, revised February 17, 1997.
13. Budget Revisions. Any changes in the original Request for Proposal shall be in writing.
14. 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.

15. 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 Chair 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.

16. 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) Uniform Guidance CFR 2 Part 200, where applicable.

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 CFR 2 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. For-profit corporations are not subject to the requirements of OMB Uniform Guidance CFR 2 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.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does not have to be completed) OR 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 Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
\$500,00+ in State funds but Federal Pass through in an amount less than \$750,000	Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds but not Federal funds
\$500,000+ in State Funds and \$750,000+ in Federal pass-through funds	Audited Financial Statements 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 and \$750,000+ in Federal pass through funds	Audited Financial Statements in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use Federal funds but <u>not</u> State funds

17. 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 twelve (12). The Area Agency on Aging 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 1 Part 200, requirements of 45CFR, Part 1321, or state eligibility requirements as specified in policy.
18. Indemnity. The Service Provider agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the Service Provider.
19. 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.
20. 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 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.

21. 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.

22. 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 a prescribed course of action.
23. 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.
24. 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.

25. 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.
26. Record Retention and Disposition. State rules [09 NCAC 03M .0703 (4)] require a retention period of 5 years or until all audit exceptions have been resolved, whichever is longer. Other funding sources may require different record retention periods.

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.

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.

27. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.
28. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the Service Provider have executed this Agreement as of the day first written above.

Attest:

By:

\_\_\_\_\_  
*, Executive Director*

\_\_\_\_\_  
*, Board Chair*

***Piedmont Triad Regional Council***

Attest:

By:

\_\_\_\_\_  
*Adrienne Calhoun, Director  
Area Agency on Aging*

\_\_\_\_\_  
*Matthew L. Dolge, Executive Director  
Piedmont Triad Regional Council*

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_

*Jarrod R. Hand, Finance Director  
Piedmont Triad Regional Council*