

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Council on Aging

Department contract file name (use effective date): CentralPines_AgingServices_20241010

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Family Caregiver Support Program grant

contract

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Central Pines Regional Council Area Agency on Aging

Effective Date: 7/1/2024

Approved by: County Manager

Date approved by the BOC:

Ending Date: 6/30/2025

Total Amount: \$69,812

Please Return Contract to:

Name: Ashlyn Martin

Email:

ashlyn.martin@chathamcountync.gov

Special Instructions for Clerks Office:

Contract will be signed with Central

Pines via DocuSign. Thank you!

2. Department Head or his/her designee has read the contract in its entirety.

By: Ashlyn Martin (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

July 1, 2024 Through June 30, 2025
Agreement for Services Provided for
Under Title III-E of the Older Americans Act
(NC Family Caregiver Support Program)

THIS AGREEMENT, entered into as of this 1st day of July 2024, by and between Chatham County (hereinafter referred to as the "Agency") and the Central Pines Regional Council (formerly the Triangle J Council of Governments) Area Agency on Aging, (hereinafter referred to as the "Area Agency").

WITNESSETH THAT:

WHEREAS, the Area Agency wishes to perform and the Agency wishes to provide certain aging services in connection with activities financed in part by Older Americans Act grant funds provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging (DOA).

NOW THEREFORE, in consideration of the premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Agency. The Area Agency hereby agrees to engage the Agency and the Agency hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.
2. Scope of Services. The Agency shall facilitate Family Caregiver Support services to family caregivers residing in Chatham County and meeting any of the following criteria:
 - Adults aged 18+ and caring for individuals aged 60+; or
 - Older relative caregivers, aged 55+, raising grandchildren or other relatives, not more than age 18, and who reside in the home of the care recipients but are not the natural or adoptive parent; or
 - Adults aged 18+ caring for a person with Alzheimer's Disease or a *related* disorder that involves neurological and organic brain dysfunction of any age; or
 - Adults aged 55+ who are raising a relative, not less than age 18 and not more than age 59, with a disability; and who reside in the home of the care receiver.

All services are to be performed in accordance with the Agency's annual NC Family Caregiver Support Program (NCFCSP) proposal for services and budget submitted to, and approved by, the Area Agency, the terms of which are incorporated herein by reference. In addition, the Agency agrees to perform services in full compliance with the NCFCSP and Area Agency requirements.

3. Time of Performance. The services of the Agency are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before the end of the Agreement period, June 30 of the state fiscal year.

4. Contract Administration. The Agreement administrator for the Area Agency shall be Jenisha Henneghan, Central Pines Area Agency on Aging Director. The Agreement administrator for the Agency shall be Dan LaMontagne, Chatham County Manager. It is understood and agreed that the administrator for the Agency shall represent the Agency in the performance of this Agreement. The Agency shall notify the Area Agency if the administrator changes during the Agreement period.
5. Compensation and Method of Payment. The Agency shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. However, the total compensation and reimbursement to be paid the Agency under this Agreement shall not exceed the sum of **\$69,812** in grant funds. The terms set forth in this Agreement for payment are contingent upon the receipt of grant funds from the North Carolina Division of Aging.
6. Reimbursement of Service Costs. The Agency will report, on a monthly basis, and in the form specified by the Area Agency, the allowable expenditures to be reimbursed under this Agreement. The amount of allowable expenditures reported will be reduced by the amount of program income received for the service for the month reported.
7. Collection of Non-Federal Matching Resources. It is understood that the required non-federal matching resources will be secured by the NC Division of Aging in the form of state funds.
8. Agency's Personnel. The Agency represents that it has or will secure all personnel required to perform the services provided for under this Agreement. Such personnel shall not be employees of the Area Agency, nor shall such personnel have been employees of the Area Agency during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express written consent of the Area Agency's Director.
9. Approval of Subcontract or Assignability. The Agency shall not assign all or any portion of its interest in this Agreement without prior permission from the Area Agency. When such assignment is executed, the Agreement between the Agency and its sub-recipient entity will specify the pass-through of funds and which specific provisions of this Agreement are to be administered by the Agency and the sub-recipient. Their Agreement will then become an addendum to the present Agreement and the Agency will provide oversight of the sub-recipients performance, including, but not limited to, providing verification of sub-recipients' eligibility for receipt of federal and state funding and for appropriate service delivery, to the Area Agency.

Any purchase of services with Family Caregiver Support grant funds shall be carried out in accordance with the procurement and contracting policy of the Agency or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36.

10. Reallocation of Funds and Budget Revisions. Any reallocation of NCFCSP funding between agencies/counties shall be voluntary on the part of the Agency and shall be effective only for the period of the Agreement. The reallocation of NCFCSP funds between agencies/counties will not affect the allocation of future funding to the Agency. If, during the performance period of the Agreement, the Area Agency determines that a portion of the NCFCSP funds will not be

expended, the grant administrator for the Agency shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other agencies/counties in the Planning and Service Area or elsewhere in the state.

The Agency may submit revisions to its approved NCF CSP proposal for services and budget to the Area Agency. Revisions must be approved by the Area Agency prior to implementation.

11. Monitoring, Review and Coordination. This Agreement will be monitored to assure that services are being provided in programmatic and fiscal compliance with the N.C. Division of Aging monitoring Policies and Procedures at <https://www.ncdhhs.gov/documents/division-aging-and-adult-services-monitoring-policy> and Area Agency requirements. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200 and NC General Statute 143C-6-23 shall be carried out. Monitoring shall include compliance with N.C. Division of Aging's Consumer Contributions Policies and Procedures (9/1/05 and as updated). In addition, private non-profit service providers will be monitored to ensure compliance with conflict of interest policies of the NC Department of Health and Human Services. These and other monitoring requirements are discussed in Division of Aging Administrative Letter No. 03-14 (11/5/03).

The Agency will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 7/1/15). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the Area Agency shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Area Agency staff will conduct scheduled on-site assessments and may also make unannounced visits for the purpose of evaluating the Agency's work.

The Agency will provide monthly reports to the NC Division of Aging concerning client enrollment and service data, entering such data in ARMS (Aging Resources Management System).

12. Accounting. The Agency shall maintain complete accounting records sufficient to document receipts and expenditures of state grant funds under this Agreement. All accounting records should be maintained in accordance with the North Carolina Local Government Budget and Fiscal Control Act.
13. Inspections. Authorized representatives of the Area Agency and the North Carolina Division of Aging may at any reasonable times review and inspect the program activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Agency shall be made available to authorized representatives of the Area Agency and the North Carolina Division of Aging for inspection and review at any reasonable times in the Agency's office. Approval and acceptance of such material shall not relieve the Agency of its professional obligation to correct, at its expense, any errors found.

14. 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, and must be managed in accordance with requirements set forth in DAAS Administrative Letter 16-11. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> 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. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroy-records>.

The DHHS 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 regarding the creation and management of electronic records.

15. Compliance with Requirements of the United States Department of Health and Human Services and North Carolina Division of Aging and the Area Agency. The Agency agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III-E of the Older Americans Act of 1965, as amended in 2016, and that all services will be performed in compliance with such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Agency also agrees that it is fully cognizant of North Carolina Division of Aging and Area Agency regulations as they relate to the NCFCSA.
16. Data to be Furnished to the Agency. All information, 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 Agency shall be furnished to the Agency without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate with the Agency in the performance of the Agency's obligations under this Agreement.
17. Rights in Documents, Materials and Data Produced. Agency 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 Agency 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 sound recordings, or other graphic representations, and works of similar nature. 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 Agency.

18. Identification of Document. All reports, and other documents completed as part of this Agreement shall bear on title pages of such report, or document, the following legend: "Prepared by Chatham County under contract with Central Pines Regional Council's Area Agency on Aging". The date (month and year) in which the document was prepared and source of grant funds shall also be shown.
19. Interest of Agency. The Agency covenants that neither the Agency 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 Agency's service hereunder in an impartial and unbiased manner. The Agency further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Agency as an agent, subcontractor, or otherwise
20. Interest of Members of the Area Agency and Others. No officer, member or employee of the Area Agency, and no public official of any local government that is affected in any way by the NCF CSP, who exercises any function or responsibilities in the review or approval of the NCF CSP, or any component part thereof, shall participate in any decisions relating to this Agreement, that may affect their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract 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 Agency to engage in any activity designed to influence legislation or appropriations pending before Congress.
23. Equal Employment Opportunity and Americans With Disabilities Act Compliance. The Agency shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
24. Audit. The Agency agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers must provide a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143C-6-23 and OMB Uniform Guidance 2 CFR Part 200, where applicable. NCF CSP service 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-6-23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a **Single or Yellow Book audit** unless it 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.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR 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>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State 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
<ul style="list-style-type: none"> \$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, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$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 (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 Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit) May use Federal funds, but not State funds.

25. Audit/Assessment Resolutions and Disallowed Costs. It is further understood that the Agency is responsible to the Area Agency for clarifying any audit exceptions that may arise from any assessment, agency single or financial audit, or audits conducted by the State or Federal Governments. In the event the Area Agency or the North Carolina Department of Health and Human Services disallows any expenditure of grant funds made by the Agency for any reason, the Agency shall promptly reimburse such funds to the Area Agency. The Area Agency may also withhold future payments under this or any other Agreement with the Agency until the audit exceptions are cleared.
26. Indemnity. The Agency agrees to indemnify and save harmless the Area Agency, its agents and employees from and against any and all loss, cost, damages, expense and liability caused by the failure of the Agency to fully perform its obligation under this Agreement and in accordance with its terms.
27. Changes. The Area Agency may require changes in the work and services that the Agency is to perform hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between the Area Agency and the Agency, shall be incorporated in written amendments to this Agreement.
28. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the Agency.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Agency furnishes a written request for appeal to the Director of the North Carolina Division of Aging with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging will inform the Agency of its appeals procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging. The state agency address is as follows:

Director
 North Carolina Division of Aging
 2101 Mail Service Center
 693 Palmer Drive
 Raleigh, North Carolina 27699-2101

29. Termination of Agreement for Cause. If through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Agency has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall therefore have the right to terminate this Agreement by giving written notice to the Agency of such termination and specifying the effective date thereof. 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 Agency shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement, except to the extent such work must be duplicated in order to complete the Agreement. Notwithstanding the foregoing, the Agency shall not be relieved of liability to the Area Agency for damages sustained by the Area Agency by virtue of any breach of this Agreement by the Agency and the Area Agency may withhold payment of any additional sums as security for payment of damages caused by the Agency's breach, until such time as the exact amount of the damages resulting from such breach is determined.


30. Termination for Convenience. The Area Agency may terminate this Agreement for the convenience of the Area Agency at any time by giving written notice to the Agency of such termination and specifying the date thereof, no fewer than fifteen (15) days prior to the effective date of such termination. In that event, all documents and other materials produced or collected shall, at the option of the Area Agency, become the property of the Area Agency. If this Agreement is terminated by the Area Agency as provided in this paragraph, the Agency will be paid the grant reimbursement percentage, described in paragraph 5, of the actual allowable expenses that have been incurred by the Agency prior to the effective date of such termination, less payments of compensation previously made by the Area Agency. Provided, however, if this Agreement is terminated because of default by the Agency the provisions of paragraph 29 hereof shall prevail.
31. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual (updated 2016 through DAAS Administrative Letter 16-11), client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.
32. Applicable Law. This contract 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.
33. E-Verify Compliance. The Agency shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Failure of the Agency to comply with this provision or failure of its Vendors to comply could render this order void under North Carolina Law.
34. Procurement. Agreements funded with federal grants must be procured in a manner that conforms with all applicable federal laws, policies and standards as well as state law and local policies including those under the OMB Uniform guidance (2 C.F.R. part 200).

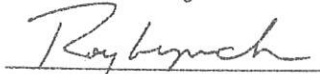
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of the day and year first above written.

Agency: Chatham County

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

By:


Dan LaMontagne, Chatham County Manager


Roy Lynch, Finance Officer

Central Pines Regional Council/Area Agency on Aging

By:

Lee Worsley, Executive Director
Central Pines 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:

Hope Tally, Chief Financial Officer, Central Pines Regional Council

