

July 1, 2022 through September 30, 2024

**The American Rescue Plan (ARP) Act
Agreement for the Provision of County-Based Aging Services**

THIS AGREEMENT entered into between Chatham County Government (hereinafter referred to as the "the Provider") and the Triangle J Council of Governments' Area Agency on Aging (hereinafter referred to as the "TJCOG" or "Area Agency").

The American Rescue Plan (ARP) Act

Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living (ACL) has awarded funding from the American Rescue Plan (ARP) Act for services under the Older Americans Act. Funds must be expended on allowable Older Americans Act activities as defined within the Act, as well as in accordance with state and local policies. Funds must be accounted for, tracked, and reported separate from recurring Older Americans Act funding. Activities should be focused on those approved by the NC Division of Aging and Adult Services and accepted by TJCOG.

Under the federal Major Disaster Declaration certain flexibilities were granted for the provision of Older Americans Act services. Obligations incurred during the Major Disaster Declaration incident period may continue until the obligation is liquidated or the obligation period ends.

WITNESSETH that:

1. Employment of the Service Provider The TJCOG hereby agrees to engage the Provider and the Provider hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein. The terms set forth in this Agreement for services rendered, payment, continuation, or renewal is contingent upon the receipt of funds by the TJCOG.
2. Funding Allocation

ARP Act Grant Amount(s):	
Title III-B (access, in-home, supportive services)	\$ 143,065
Title III-C1 (congregate nutrition services)	\$ 69,473
Title III-C2 (home-delivered nutrition services)	\$ 104,209
Title II-E (family caregiver support services)	\$ 58,523
Local Match:	None Required
Total:	\$ 375,270

3. Project Period Eligible expenses incurred between July 1, 2022 through September 30, 2024 are eligible for reimbursement under the ARP Act funding. All efforts should be made to provide increased capacity of services throughout the project period.
2. Availability of Funds The terms set forth in this Agreement for payment are contingent upon the receipt of American Rescue Plan funding by the TJCOG.
4. Grant Administration. The grant administrator for the TJCOG Area Agency on Aging shall be Mary K. Warren, Area Agency on Aging Director, The grant administrator for the Provider shall be Ashlyn Martin, Director, Chatham County Aging Services.

It is understood and agreed that the grant administrator for the Provider shall represent the Provider in the performance of this Agreement. The Provider shall notify the Area Agency in writing if the administrator changes during the grant period.

Services authorized under this agreement or those identified as necessary to provide timely and necessary response the needs of older adults, provided they are among those services allowable under Titles III-B, III-C, or III-E of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-ARP). Services are to commence no later than July 31, 2022 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 stated above:-

5. Minimum Allocation Requirements and Transfer of Funds Title III-B subrecipients may be required to meet the minimum allocation amounts of Access (30%) and In-Home/Supportive Services (25%) in the provision of services or activities, when minimums cannot be met on a regional basis by the Area Agency on Aging. Transfer of funds between Titles and/or between services affecting the minimum allocation percentages require the approval of the Area Agency on Aging, under the terms established by the NC Division of Aging and Adult Services for transfer of funds.
6. Assignability and Contracting The Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with American Rescue Plan 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 Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any

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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.

7. Compensation and Payments The Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of applicable American Rescue Plan funding, as specified on the Provider Services Summary format (DAAS-732-ARP).
 - (a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-ARP Service Cost Computation Worksheet and the DAAS 732-A-1-ARP Labor Distribution Form or comparable formats to develop unit and non-unit costs.
 - (b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the American Rescue Plan funding.
8. Collection of Non-Federal Matching Resources There is no match requirement for the Provider for direct services delivered through the American Rescue Plan funding.
9. Reallocation of Funds and Budget Revisions. Any reallocation of American Rescue Plan funding between providers or counties shall be based on the Provider's rate of progress on this Agreement and shall be effective only for the period of the Agreement. The reallocation of American Rescue Plan funds between providers or counties will not affect the allocation of future funding to the Provider. The Area Agency, at its discretion, will establish reasonable funding utilization rates for assessment of the Provider's progress in utilization of funds. If during the performance period of the Agreement, the Area Agency determines that a portion of the American Rescue Plan funding will not be expended, the grant administrator for the Provider shall be notified in writing by the Area Agency about the reallocation of funds to other providers or counties in the Planning and Service Area or elsewhere in the state
10. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the American Rescue Plan grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

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The Provider will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the Area Agency on Aging Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the Provider.

11. 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 Provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for Provider of its appeal 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 and Adult Services. The state agency address is as follows:

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

12. Termination for Cause. If through any cause, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or 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 Provider's Grant Administrator and/or Executive Officer 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 Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
13. Audit. The 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 2 CFR Part 200.

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

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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. 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 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 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
<ul style="list-style-type: none"> \$500,000 + in State funds but 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

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- \$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 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 (i.e. Single Audit) May use Federal funds, but not State funds.

14. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, 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 community service provider for any reason, the Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency on Aging is approved to provide direct services under the ARP Act and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community 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.
15. Indemnity The Provider agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the Provider.
16. Equal Employment Opportunity and Americans With Disabilities Act Compliance. The Provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
17. Data to be Furnished to the 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 Provider shall be furnished to the Provider without charge by the Area Agency. The Area Agency, its agents, and employees, shall fully cooperate, with the Provider in the performance of the Provider's duties under this Agreement.
18. Rights in Documents, Materials and Data Produced The 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 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 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 Provider.

19. Maintenance of Records The Provider shall maintain all financial and program records for a period of six (6) years from the date of final payment under this contract, for inspection by the Area Agency, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit, or other action involving the Provider's records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
20. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board 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.
21. 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.
22. 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.
23. 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 Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
24. 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.

25. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, 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 NC 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 and other services necessary to provide services funded through the American Rescue Plan Act funding. 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 NC 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 NC 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.

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26. 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 Provider have executed this Agreement as of the day first written above.

Chatham County

Attest:

_____ By: _____
Chairman, Board of County Commissioners

Area Agency

Attest:

Mary Warren By: [Signature]
Area Agency Director Executive Director,
Triangle J Council of Governments

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: [Signature]
FINANCE OFFICER, Triangle J Council of Governments