

**Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Family Caregiver Support Program  
Agreement for the Provision of Contractor-Based Aging Services**

This Agreement, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between YWCA (hereinafter referred to as the "Contractor") and the CAPE FEAR COUNCIL OF GOVERNMENTS, Lead Regional Organization for Region O Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, Congress supported the safety and independence of older adults during the COVID-19 pandemic through emergency funding for supportive services, caregiver support, and senior nutrition programs in the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and

WHEREAS, funding expended from the CARES Act must be used to respond to the coronavirus emergency by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and the Contractor agree to the terms and conditions for provision of aging services in connection with activities financed in part by the Coronavirus Aid, Relief, and Economic Security (CARES) Act and authorized under Titles III-B, III-C and III-E of the Older Americans Act, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under the CARES Act and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

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

1. The Community Service Provider shall be the same as the organization specified on the approved Descriptive Budget Proposal (Attachment A) for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Holly Pilson, Area Agency Director. The grant administrator for the Contractor shall be Cindy Morton, CFO.

It is understood and agreed that the grant administrator for the Contractor shall represent the Contractor in the performance of this Agreement. The Contractor shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the Contractor are provided in paragraph eight (8) of this Agreement.

4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Titles III-B, III-C, and III-E of the Older Americans Act, as specified on the approved Descriptive Budget Proposal (Attachment A) shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before September 30, 2021.
5. Assignability and Contracting. The Contractor shall not assign all or any portion of its interest in this Agreement. Any purchase of services with the Coronavirus Aid, Relief, and Economic Security (CARES) Act 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 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.
6. Compensation and Payments to the Contractor. The Contractor shall be compensated for the work and services 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 COVID-19 funding, as specified on the approved Descriptive Budget Proposal (Attachment A).
  - (a) Reimbursement of Service Costs. All program performance and requests for reimbursement must conform to NC Division of Aging and Adult Services

requirements for the automated Aging Resource Management System (ARMS), found at

<https://www.ncdhhs.gov/divisions/aging-and-adult-services/aging-resource-management-system-arms>.

The Contractor will be required to supply the necessary and required input data to ARMS. The Area Agency will forward payment of approved expenditures at the end of each month upon request for reimbursement through ARMS by Contractor, provided that approved expenditures do not exceed the approved budget.

(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 CARES Act funding.

7. Collection of Non-Federal Matching Resources. There is no match requirement for the Contractor for direct services delivered through the CARES Act funding.

8. Reallocation of Funds and Budget Revisions. Any budget revision or amendment must be approved by the Area Agency. Any reallocation of CARES Act funding between counties shall be voluntary on the part of the Contractor and shall be effective only for the period of the Agreement. The reallocation of CARES Act funds between counties will not affect the allocation of future funding to the Contractor. If during the performance period of the Agreement, the Area Agency determines that a portion of the CARES Act funding will not be expended, the grant administrator for the Contractor shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

Transfers are authorized up to 30% of funds between Title III-B and III-C congregate or home-delivered nutrition programs, but transfers must occur within the same CARES Act grant grouping. If a provider wishes to exceed the 30% transfer within a grant, approval must be obtained through the Area Agency from the Division of Aging and Adult Services.

Unless community service 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 and Adult Services Management Information System.

9. 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 CARES Act federal disaster 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.

The Contractor will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA 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 community service provider.

10. 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 Contractor.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the Contractor 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 the Contractor 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

11. Termination for Cause. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Contractor 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 Velva Jenkins, CEO 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 Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. Audit. Where contractors are units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission the Contractor 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 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.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting
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
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
\$500,000 or more in State funds but less than \$750,000 in Federal pass-through funds	Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
\$500,000 or more in State funds <u>and</u> \$750,000 or more 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 <u>and</u> \$750,000 or more 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 <u>not</u> State funds.

13. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Contractor is responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, the Contractor 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 Contractor 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 CARES 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 Contractor or 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.
14. Indemnity. the Contractor 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 Contractor.
15. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the Contractor and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
16. Data to be Furnished to the Contractor. 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 Contractor shall be furnished to the Contractor and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the Contractor in the performance of the Contractor's duties under this Agreement.
17. Rights in Documents, Materials and Data Produced. The Contractor and community service providers agree 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 Contractor 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 Contractor.
18. Maintenance of Records. The Contractor shall maintain all financial and program records for a period of seven (7) 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 Contractor's records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

19. 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.
20. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or LRO, 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.
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 Contractor 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 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 emergency response funded through the CARES 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/retention-schedules>.

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.

25. 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 Contractor have executed this Agreement as of the day first written above.

**YWCA**

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Authorized Official & Title

**CAPE FEAR COUNCIL OF GOVERNMENTS**

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Holly Pilson, Area Agency Director      Allen Serkin, Executive Director

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

BY: \_\_\_\_\_  
Dawn Tucker, Finance Officer