

July 1, 2014 through June 30, 2015

AGREEMENT FOR THE PROVISION OF SERVICE PROVIDER-BASED AGING SERVICES

This Agreement, entered into as of this 1st day of OCTOBER, 2014, by and between City of Greensboro / Greensboro Parks & Recreation Department (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);

FACILITY	FUNDING	MATCH	ALLOCATION
Mabel Smith Senior Center	Senior Center General Purpose - 176	25%	\$3,893

NOW THEREFORE, the parties hereto agree as follows:

1. The Service Provider agrees to comply with the Division of Aging and Adult Services Standards, Monitoring Guidelines and Section 3 and 4, of the N.C. Home and Community Care Block Grant Manual, 1997.
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, indicated above, for services indicated within the RFPs for the grant period JULY 1, 2014 – JUNE 30, 2015.
4. Grant Administration. The grant administrator for the Area Agency shall be BLAIR BARTON-PERCIVAL, DIRECTOR, AREA AGENCY. The grant administrator for the Service Provider shall be JENNIE MATKINS, COORDINATOR, MABEL SMITH SENIOR CENTER. It is understood and agreed that the grant administrator shall represent the Service Provider in the performance of this Agreement. The Service Provider shall notify the Area Agency in writing if the administrator changes during the grant period.
5. Services authorized through the RFPs, are to commence no later than JULY 1, 2014 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, JUNE 30, 2015.
6. Assignability and Contracting. The Service Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with said funding shall be carried out in

accordance with the procurement and contracting policy of the service provider or, where applicable, the Area Agency, and which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. State funds shall not be awarded to any non-profit agencies that have not complied with reporting requirements specified in G.S. 143-6.2.

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.

7. Compensation and Payments to the Service Provider. The Service Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the Service Provider under this Agreement may not exceed the amount specified in each RFP Budget.
8. Reimbursement of Service Costs. Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Service Providers, Revised February 17, 1997.
9. Service Data Entry. Unless community services providers have been given the 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 Section 4 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Service Providers, revised February 17, 1997.
10. Reallocation of Funds and Budget Revisions. Any reallocation of funding between agencies shall be voluntary on the part of the Service Provider and shall be effective only for the period of the Agreement. The reallocation of funds between agencies will not affect the allocation of future funding to the Service Provider. If during the performance period of the Agreement, the Area Agency determines that a portion of the funds will not be expended, the grant administrator for the Service Provider shall be notified in writing by the Area Agency. Any changes in the original Request for Proposal shall be in writing.
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 Piedmont Triad Regional Council policy, a written decision shall be promptly furnished to the designated grants administrator for the Service Provider.

The decision of the PTRC is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of the Service Provider Agency furnishes a written request for appeal to the Director of the NC 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 NC Division of Aging and Adult Services will inform the Chairman of the Board of Service Provider Agency 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 NC Division of Aging and Adult Services. The state agency address is as follows:

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

12. *Termination for Cause.* If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Service Provider Administrator and the Chairman of the Board of the Service Provider Agency written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
13. *Audit.* Where applicable, the County 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) Circular A-133.

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-6-22 and 23 and OMB Circular A-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, 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 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.ncgrants.gov/NCGrants/Regulations.jsp>.

The following provides a summary of reporting requirements under NCGS 143-6.2 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than \$25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <\$25,000 Activities and Accomplishments do <i>not</i> have to be completed <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A Due within 6 months of organizations year end
Greater than \$25,000 and less than \$500,000 in State or Federal Funds	Certification Form and State Grants Compliance Reporting: >\$25,000 and Schedule of Receipts and Expenditures <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A Due within 6 months of organizations year end
\$500,000+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book) and Schedule of Federal and State Awards	May use State funds, but <i>not</i> Federal Funds Due within 9 months of organizations year end
\$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds at least (i.e. \$1,000,000)	Audited Financial Statement in compliance with OMB Circular A-133 (i.e., Single Audit)	May use State and Federal funds Due within 9 months of organizations year end
Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular A-133 (i.e., Single Audit)	May use Federal funds, but <i>not</i> State funds. Due within 9 months of organizations year end

14. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Service Providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, Service Provider or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph thirteen (13). The Service Provider or Area Agency 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 Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

15. 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.
16. 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.
17. Data to be Furnished to the Service Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Service Provider shall be furnished to the Service Provider and Service Providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the Service Provider in the performance of the Service Provider's duties under this Agreement.
18. 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.
19. Interest of the Governing Board of the Service Provider Agency. The Governing Board of the Service Provider Agency covenants that neither the Board of Commissioners 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, Piedmont Triad Regional Council, and Others. No officer, member or employee of the Area Agency or Piedmont Triad Regional Council, 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 Service Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.

23. 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.


City of Greensboro / Greensboro Parks & Recreation Department

Attest:


By: _____
Jim Westmoreland, Greensboro City Manager

Piedmont Triad Regional Council

Attest:



Blair Barton-Percival, Director
Area Agency on Aging

By: 

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: 

Robin Shelton, Finance Director
Piedmont Triad Regional Council