



CENTRALINA
Area Agency on Aging

**SERVICE AGREEMENT FOR
THE CONSOLIDATED APPROPRIATIONS ACT
(SUPPLEMENTAL 5-HDC5)**

This agreement entered into as of July 1, 2021 through September 30, 2022 between Gaston County Department of Health and Human Services (hereinafter referred to as the "Service Provider") and the Centralina Regional Council (hereinafter referred to as the "Council").

The Consolidated Appropriations Act (Supplemental 5-HDC5)

Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living (ACL) has awarded funding from the Consolidated Appropriations Act (Supplemental 5-HDC5) for home-delivered meals and congregate nutrition program services under Title III of 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.

Witnesseth that:

Whereas, the Centralina Regional Council desires to engage the Service Provider to render services in connection with activities financed in part by Supplemental 5-HDC5.

Whereas, the Service Provider desires to render such services in connection with the said activities.

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

1. **Employment of the Service Provider:** The Council hereby agrees to engage the Service Provider and the Service 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 Council.

2. **Funding Allocation**

Service Area: **Gaston**

Supplemental 5-HDC5 Grant Amount: **\$91,623**

<u>Service</u>	<u>Check Service(s) to be Provided</u>	<u>Unit Rate</u> (remains the same for grant period)
Home-Delivered Meals	No	N/A
Congregate Meals	Yes	14.2519

Local Match: **None Required**

Total Award: **\$91,623**

3. **Contract Administration:** The contract administrator for the Council shall be **Linda Miller**, Area Aging on Aging Director. The Contract administrator for the Service Provider shall be _____. It is understood and agreed that the contract administrator for the Service Provider shall represent the Service Provider in the performance of this Agreement. The Service Provider shall notify the Council in writing if the administrator changes during the contractual period.
4. **Match Requirements:** Service match for direct service (meals) is not required for the Supplemental 5-HDC5 funding. There are no allocations for administrative costs with Supplemental 5-HDC5 funding.
5. **Compensation and Payments to the Service Provider:** The Service Provider shall be compensated for the work and services performed under this Agreement by payments to be made no less than monthly by the Council. The total compensation to be paid the Service Provider under this Agreement may not exceed the "Total" (as set forth in paragraph 2) unless approved for reimbursement by Council Contract Administrator. Council's obligation to pay the Service Provider any amount under this Agreement is conditioned upon receipt of funds from the NC Division of Aging and Adult Services.
6. **Reimbursement of Service Costs:** The Service Provider will report to the Centralina Area Agency on Aging monthly, and in the form specified by the Area Agency on Aging, the allowable expenditures to be reimbursed under this contract. The amount of reimbursement due the Service Provider will be the total monthly expenditures less any amount received from Consumer Contributions. Expenditures under this grant will have to be tracked and reported separately per the additional ARMS codes for Supplemental 5-HDC5 nutrition services detailed below. **Supplemental 5-HDC5 meals are not eligible for Nutrition Services Incentive Program (NSIP) reimbursement.**

ARMS Codes to Capture Disaster Efforts for the Senior Nutrition Programs

To maintain compliance with federal guidelines, it is necessary to continue designating coding to ARMS for service delivery specific to COVID-19 disaster efforts.

- **Code 029—SUPP: Home-Delivered Meals**
This code represents meals to home-delivered meal clients that may or may not meet one-third of the recommended daily allowance/dietary reference intake (RDA-DRI) requirements using HDC5 funding. One meal is the equivalent of one unit in ARMS. Not eligible for NSIP.
- **Code 904: SUPP – HDM NonUnit Emerg Resp Cost-COVID**
Non-Unit reimbursement for personal protective equipment (PPE), food service equipment and other unique items that allow providers to continue service. Consumable supplies for participants are also allowable such as produce boxes. One unit is equivalent to one item purchased.
- **Code 189: SUPP – Congregate Meals**

This code represents meals to congregate nutrition program clients that may or may not meet one-third of the recommended daily allowance/dietary reference intake (RDA-DRI) requirements using HDC5 funding. One meal is the equivalent of one unit in ARMS. Not eligible for NSIP.

- **Code 905: SUPP – Cong Nutr NonUnit Emerg Resp Cost-COVID**

Non-Unit reimbursement for personal protective equipment (PPE), food service equipment and other unique items that allow providers to continue service. Consumable supplies for participants are also allowable such as produce boxes. One unit is equivalent to one item purchased.

7. **Consumer Contributions** The requirements of the Older Americans Act (OAA) for the solicitation and receipt of voluntary contributions from older adults for nutrition services are not waived.
8. **Emergency Menu—Dietary Guidelines** Under the Major Disaster Declaration (Stafford Act), the Older Americans Act Senior Nutrition Program may temporarily provide meals that do not meet one-third of the recommended daily allowance/dietary reference intake (RDA-DRI) requirements. When possible, nutrition providers are encouraged to continue providing meals that meet the dietary guidelines, as well as DAAS' nutrition program standards, but any meals that are generally nutritious and safe may be provided during the COVID-10 public health emergency. At a minimum, meals must include a serving of meat/meat alternative, two servings of grain, and one serving of a vegetable or fruit to be eligible for reimbursement using Supplemental 5-HDC5 funding.
9. **Reallocations of Grant Funds:** It is understood and agreed, that in the event the Service Provider's rate of progress on this Agreement is leading to the underutilization of the funds allocated, and if the Service Provider cannot demonstrate how funds will be fully utilized during the Agreement period, then, upon notice to the Service Provider, the Council may decrease the total compensation to be paid hereunder in order to reallocate funds to other Agreements.
10. **License and Permits:** The Service Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services. The Service Provider shall notify the Council immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Council to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
11. **Reporting Requirements:** The Service Provider will complete a DAAS 101 Client Registration Form for each client served. The Service Provider is also required to complete all required documentation under the Consumer Contributions Policy.
12. **Service Provider Personnel:** The Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the Council. All personnel engaged in the work shall be fully qualified.
13. **Approval of Subcontract or Assignability:** The Service Provider shall not assign all or any portion of its interest in this agreement, nor shall any of the work or services to be performed

under this Agreement by the Service Provider be subcontracted, without the prior written approval of the Council.

14. **Documentation of Associated Expenses and Revenues:** The Service Provider shall maintain records sufficient to document receipts and expenditures of state grant funds under this agreement. The Service Provider documentation shall include: unit verification documentation, delivery records, temperature records, receipts for any supplies purchased for use on this agreement; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service. The Service Provider shall maintain all financial and program records for a period of seven (7) years from the date of final payment under this Agreement, for inspection by the Council, the NC Division of Aging and Adult Services, and the Comptroller General of the United States, or an of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Service Provider'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.
15. **Inspections:** Authorized representatives of the Council and the NC Division of Aging and Adult Services may at any reasonable time review and inspect the project activities and data collected pursuant to this agreement. All reports and computations prepared by or for the Service Provider shall be made available to authorized representatives of the Council and the NC Division of Aging and Adult Services for inspection and review at any reasonable time in the Service Provider's office. Approval and acceptance of such material shall not relieve the Service Provider of its professional obligation to discover and correct, at its expense, any errors found in the work. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the Council shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Council's Area Agency on Aging staff will conduct scheduled onsite assessments and may also make unannounced visits for the purposes of evaluating the Service Provider's work.
16. **Compliance with Requirements of the Centralina Regional Council, the United States Department of Health and Human Service, State of North Carolina, and NC Division of Aging and Adult Services:** The Service Provider agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans and/or applicable State Law, and that all services will be performed in strict conformity to such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Service Provider shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the Council and the NC Division of Aging and Adult Services. Said Notification of Grant Award is on file in the office of the Ccouncil and is hereby made a part of this Agreement as fully as if the same were attached hereto. The Service Provider further agrees to comply with any and all applicable standards for service which are or may be specified by the Area Agency on Aging and which are hereby made a part of this Agreement as fully as if set forth within.
17. **Monitoring of Service Provider:** Programmatic monitoring will occur at least once during the grant period. Unit verification can be conducted as a part of the programmatic monitoring but also on the alternate year in which full programmatic monitoring is not conducted. The exception is if the Provider is found out of compliance, they will automatically be placed on the monitoring schedule for the next year.

18. **Rights in Documents, Materials and Data Produced:** Service Provider agrees that at the discretion of the Council, 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 Council upon termination or completion of the work. Both the Council and the Service Provider shall have the right to use the 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 Service Provider.
19. **Interest of Service Provider:** The Service Provider covenants that neither the 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 Provider's service hereunder in an impartial and unbiased manner. The Service Provider further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Service Provider as agent, Sub-Service Provider or otherwise.
20. **Interest of Members of the Centralina Regional Council and Others:** No officer, member or employee of the 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 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, 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. **Equal Employment Opportunity:** The Service Provider shall comply with the requirements of this paragraph.

The Service Provider shall make no distinction because race, color, religion, sex, national origin, sexual orientation, and physical or mental disability in providing to eligible individuals any service or other benefits under projects financed in whole or in part with Older Americans Act funds. (This provision excludes age since the Older Americans Act serves only older persons by design and by law.)

The Service Provider shall keep such records and submit such reports concerning characteristics of applicants for employment and employees as the Council and the NC Division of Aging and Adult Services may require.

The Service Provider agrees to comply with such guidelines as the Council or the NC Division of Aging and Adult Services may issue to implement the requirements of this paragraph.

23. Audit: Community service providers, 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. 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-6-22 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 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/PublicReportsRegulations.jsp>

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>
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 + 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
\$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 <u>and</u> \$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 <u>not</u> State funds.
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24. **Audit/Assessment Resolutions and Disallowed Cost:** It is further understood that the Service Provider is responsible to the Council clarifying any audit exceptions that may arise from any assessment, Service Provider's single or financial audit, or audits conducted by the State or Federal Government. In the event that the Council or the Department of Human Resources disallows any expenditure made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to the Council pending the resolution of any appeal that the provider may file in accordance with Section 28.
25. **Indemnity and Insurance:** The Service Provider agrees to indemnify and save harmless the Council, its agents, and employees from and against any and all loss, cost, damages, expense and liability arising out of the Service Provider's performance of this agreement.
26. **Changes:** The Council may require changes in the work and services that the Service Provider is to perform hereunder. Such changes, including any increase or decrease in the amount of the Service Provider's compensation, which are mutually agreed upon by and between the Council and the Service Provider, shall be incorporated in written amendments to this Agreement.
27. **Termination of the Contract 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 if the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Council shall have the right to terminate this Agreement by giving the Service Provider written notice of such termination no fewer than 15 days prior to the effective date of the termination. If for just cause the Service Provider is unable to perform the contractual service(s) specified in paragraph 2, the Service Provider shall have the right to such termination no fewer than 15 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Council, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
28. **Disputes:** Any disputes which arise in the interpretation of this Agreement shall be resolved in the following manner:
 - a) A letter must be written to the Executive Director of the Centralina Regional Council stating the exact nature of the complaint and requesting a hearing. Upon receiving the letter of complaint, the Council Executive Director, will forward a copy of such letter to the Chairman of the Council Board, the Chairman of the appropriate advisory committee, and the staff person responsible for that particular program area. The initial appeal must be submitted with ten (10) working days after action has taken place that constitutes the appeal.

- b) The Executive Director of the Centralina Regional Council will hold a consultation with the person/organization filing the complaint. The person will be allowed sufficient time to present his case and will be requested to answer questions.
- c) If a hearing is still desired, a meeting of the Region F Aging Advisory Committee will be held upon written request stating the exact nature of the complaint from the person/organization filing a complaint. This person will be allowed sufficient time to present this case and will be requested to answer questions.
- d) The next appeal must be made directly to the Council making a written request stating the exact nature of the complaint to the Chairman of the Board. The Chairman will advise the person/organization filing the complaint of the date and time that he is scheduled to appear before the Board of Directors. Sufficient time will be allowed for presentation of the complaint and that person/organization will be requested to answer questions. The Council will be requested to answer questions. The Board of Directors will render a decision regarding the complaint within thirty days following the hearing.
- e) The next appeal must be made to the NC Division of Aging and Adult Services and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the Council. The Service Provider has thirty days from the date of the adverse decision by the Centralina Regional Council Board of Directors to file an appeal with the Director of the NC Division of Aging and Adult Services. The State Agency will inform the person/organization filing the complaint of its appeals procedures and will inform the Council that a complaint has been filed. Procedures thereafter will be determined by the appeals process of the State Agency.

State Agency address is as follows:

Director
NC Division of Aging and Adult Services
2101 Mail Service Center
Raleigh, NC 27699-2101

- 29. **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.
- 30. **Confidentiality:** The service user must be assured of the confidentiality of his/her private information and service use. Any reports, recipient information, data, or other materials given to or prepared or assembled by the Service Provider under this Agreement which the Council requests to be made confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the Council.
- 31. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Council shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

32. **Care of Property:** The Service Provider agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Contract or purchased by it for this contract and will reimburse Council for loss or damage of such property. At the termination of this Contract, the Service Provider shall contact Council for instructions as to the dispositions of such property and shall comply with these instructions.

33. **Assurances.** The Service Provider HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

The Service Provider HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR 84) issued pursuant to that Section, to the end that, in accordance with Section 504 of that Act and the Regulation, no person in the United States shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives Federal financial assistance from The State of North Carolina, Department of Human Resources, Division of Aging, a recipient of Federal financial assistance from the Department (Grantor); and Hereby Gives Assurance that it will immediately take any measures necessary to effectuate this agreement.

The Service Provider HEREBY AGREES THAT it will comply with the Americans with Disabilities Act, Public Law 336 of the 101st Congress, enacted July 26, 1990. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.

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.

SERVICE PROVIDER ATTEST:

BY: Angela C. Karchmer

PRINTED NAME: Angela C. Karchmer

TITLE: Director

Centralina Regional Council ATTEST:

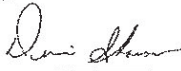
BY: 
Geraldine Gardner (Jul 27, 2021 11:21 EDT)

Geraldine Gardner
Executive Director

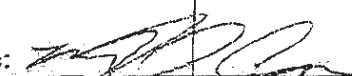
BY: 

Linda H. Miller
Area Agency on Aging Director

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: 

Denise Strosser
Centralina Regional Council Finance Director

NAME AND ADDRESS		CAAA - Supplemental 5-HDC5 Signed Summary				
COMMUNITY SERVICE PROVIDER						
Gaston County DHHS		County Gaston				
330 Dr. Martin Luther King, Jr. Way		July 1, 2021 through September 30, 2022				
Gastonia, NC 28052		Revision # Date: 6/14/2021				
				Projected		Projected
		Supplemental 5-HDC5	Projected	Reimbursement	Projected	Total
Services	Service Code	Budget Allocation	Units	Rate	Clients	Units
SUPP Home Delivered Meals	29					
SUPP HDM Non Unit Expenses	904					
SUPP Congregate Meals	189	66628	4675	14.2519	100	\$ 66,627.63
SUPP Congregate Non Unit Expenses	905	24995.37		24995.37		\$ 24,995.37
		91618.37				
Select how you determined unit rate	Place an "X" below		4675		100	\$ 91,623.00
Using FY22 HCCBG Unit Rate	X					
Develop New Unit Rate						
			Gaston DHHS			
			Service Provider Agency			Date
Reminder: If you plan to make a purchase over \$5,000 you must submit a Capital Expense Form prior to purchase			Authorized Signature: 			6/14/21
Please briefly describe how you plan to use any non unit based funding						
Will use funding to continue purchasing meal delivery trips from ACCESS, our county public transportation agency. Trips will be billed at the FY21-22 general transportation unit rate of \$13.4886						

ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

NON-APPROPRIATION: In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. the applicable provisions within Chapter 147, Article 6E of the N.C.G.S. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S. Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the N.C. General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

RIGHT FOR COUNTY TO AUDIT

During the term of this contract and for one (1) year after termination, the County shall have the right to audit, internally or through an independent auditor, all books and records of the vendor as needed to evaluate the vendor's compliance with the terms and conditions of the contract or a party's payment obligations. The County shall pay its own expenses for such audit, but shall not pay any expenses or additional costs of the vendor associated with such audit. However, such expenses shall be paid to the County if the audit reveals non-compliance that would have cost the County excess of \$10,000 but for the audit. The County has the right to seek remittance for overpayment arising from the vendors' non-compliance or irregularities with the performance of the contract. Specific audit provisions established in the contract will supersede this paragraph.

NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless stated so in the contract.

NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: Centralina Regional Council

Printed name of signor for Vendor: Geraldine Gardner

By:  Title: Executive Director

Date: Jul 27, 2021

GASTON COUNTY

By: _____
County Manager/Assistant County Manager

Date: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Assistant County Attorney

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

Finance Director/Deputy Finance Officer

Uniform Guidance ("UG") Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Gaston County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements. If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200.1521.ii>

(A) For contracts in excess of simplified acquisition threshold, currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 C.F.R. Part 200, Gaston County will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

(B) For contracts in excess of \$10,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 C.F.R. Part 200, Gaston County has the authority to terminate this contract for cause or convenience, upon 30 days notice to the contractor. During this period, the contractor has the opportunity to cure defects cited by Gaston County. If Gaston County terminates for convenience, it will pay the contractor on a pro rate basis of the goods or services received.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 5401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ADDITIONAL FEMA REQUIREMENTS

The Uniform Rules (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the provisions herein. By signing the Gaston County Contract Signature Page, the parties to the contract also agree to the following terms and conditions:

1. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. The parties to this Agreement acknowledge that such modifications to the contract (such as changes to the method, price, or schedule of work) *may be done, provided it is in writing and conforms with the conditions described herein and in the Contract.*

2. Access to records

The Vendor/Contractor its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See generally Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The Vendor/Contractor agrees to provide Gaston County, any other recipient of the grant monies, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. The provisions herein is not intended to limit access to records under other relevant State and Federal regulations, such as North Carolina Public Records Law.

3. DHS Seal, Logo, and Flags

The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

4. Compliance with Federal Law, Regulations, and Executive Orders

All the parties to this Agreement acknowledge that that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

5. No Obligation by Federal Government

All the parties to this Agreement acknowledge that The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.