

**SERVICE AGREEMENT for
State Fiscal Recovery Fund (SFRF) Nutrition Services for Older Adults:
Food Assistance for High-Risk Older Adults - “The PEAS (Providing Elders
Additional Sustenance) Project”**

This agreement entered into between Durham County Department of Social Services (hereinafter referred to as the "Service Provider") and the Central Pines Regional Council (hereinafter referred to as the “CPRC”).

SFRF Nutrition The PEAS Project

This program will provide two meals per week or twenty dollars (\$20.00) per week (depending on the number of weeks in a month) in groceries to eligible older adults who are frail or functionally impaired.

Witnesseth that:

Whereas, the CPRC desires to engage the Service Provider to render services in connection with an activity (ies) financed in part by the SFRF Nutrition- The PEAS Project.

Whereas, the Service Provider desires to render such services in connection with the said activity(ies).

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 CPRC 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 CPRC.

2. **Funding Allocation**

Service Area: Durham County

The PEAS Project Grant Amount:

Program Funds:	\$20,800
Staffing Cost:	\$ 5,210
Administrative Funds:	\$ 2,889

Local Match: None Required

Total: \$28,899

3. **Project Period:** Eligible expenses incurred between July 1, 2025, through September 30, 2026, are eligible for reimbursement under the PEAS Project funding. All efforts should be made to provide increased capacity of services throughout the project period.

4. **Contract Administration:** The contract administrator for the CPRC shall be Jenisha Henneghan, Area Aging on Aging Director. The Contract administrator for the Service Provider shall be Maggie Clapp, Director of Social Services. 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 CPRC in writing if the administrator changes during the contractual period.
5. **Match Requirements:** Local match is not required for the SFRF Nutrition- The PEAS Project funding.
6. **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 CPRC. The total compensation to be paid the Service Provider under this Agreement may not exceed the "Total" (as set forth in paragraph 2). CPRC's obligation to pay the Service Provider any amount under this Agreement is conditioned upon receipt of funds from the North Carolina Division of Aging.
7. **Reimbursement of Service Costs:** The Service Provider will report to the CPRC, on a monthly basis, and in the form specified by the Area Agency on Aging, the allowable expenditures to be reimbursed under this contract. Expenditures under this grant will have to be tracked and reported separately per the additional ARMS codes for SFRF Nutrition- The PEAS Project detailed below.

Categories for SFRF Nutrition The PEAS Project

Program Funds

- I. **Service Code 620 SFRF PEAS Meals**
Non-unit service for two meals/week, not to exceed 10 meals/month
One unit = One meal at a rate up to \$10 per meal.
- II. **Service Code 630 SFRF PEAS Food Boxes**
Non-unit for one food box/week costing up to \$20, not to exceed 5 boxes per month up to \$100. One unit = One box at a rate up to \$20 per box
- III. **Service Code 680 SFRF PEAS Non-Client Expenses**
Staffing costs and mileage for direct service staff implementing the SFRF PEAS Project.
- IV. **Service Code 690 SFRF PEAS Administrative Costs**
Reasonable, customary, and justifiable expenses for agency overhead during the project period not to exceed the 10% cap.

8. **Service/Project Cap:** Services provided for clients under the SFRF The PEAS Project cannot exceed \$20 for meals per week per client or \$100 for food boxes per month based on the number of weeks in a month (four weeks in the month cannot exceed \$80 per client, five weeks per month cannot exceed \$100 per client).
9. **Payment Provisions:** Payment provisions of this contract are as follows:
 - a. An amount equal to one-half of the total allocated funds shall be entered into the ARMS system upon full execution of this agreement; and,
 - b. CPRC shall conduct monthly reporting reviews during this period, in accordance with the SFRF PEAS Attachment B, and shall proactively communicate any issues that may impact allocation of the remaining funds.
 - c. The final one-half allocation shall be entered into ARMS after receipt and approval of December 2025 monthly report.
10. **Consumer Contributions:** There are no consumer contributions requirements for the PEAS Project.
11. **Reallocation 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 CPRC may decrease the total compensation to be paid hereunder in order to reallocate funds to other Agreements.
12. **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 CPRC 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 CPRC to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
13. **Reporting Requirements:** The Service Provider will complete a DAAS 101 Client Registration Form (CRF) for each client served, input information into ARMS and enter the required information on a monthly tracking sheet, submitted monthly to CPRC.
14. **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 CPRC. All personnel engaged in the work shall be fully qualified.
15. **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 and submission of supporting documentation to the CPRC.
16. **Documentation of Associated Expenses and Revenues:** The Service Provider shall

maintain records sufficient to document receipts and expenditures of grant funds under this agreement. The Service Provider documentation shall include 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 five (5) years from the date of final payment under this Agreement, for inspection by the CPRC, the North Carolina Division of Aging, 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.

17. **Inspections:** Authorized representatives of the CPRC and the North Carolina Division of Aging 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 CPRC and the North Carolina Division of Aging 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 CPRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. CPRC's staff will conduct scheduled onsite assessments and may also make unannounced visits for the purposes of evaluating the Service Provider's work.
18. **Compliance with Requirements of the CPRC, United States Department of Health and Human Service, State of North Carolina, and North Carolina Division of Aging:** 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 CPRC and the North Carolina Division of Aging. Said Notification of Grant Award is on file in the office of the CPRC 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.
19. **Monitoring of Service Provider:** A programmatic monitoring will occur at least once during the contract period. The exception is if the provider is found out of compliance, they will automatically be placed on the monitoring schedule for the next fiscal year before the funding expiration date.
20. **Rights in Documents, Materials and Data Produced:** Service Provider agrees that at the discretion of the CPRC, 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 CPRC upon termination or completion of the work. Both the CPRC 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.

21. **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 tent 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.
22. **Interest of Members of the CPRC and Others:** No officer, member or employee of the CPRC, 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.
23. **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.
24. **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 CPRC and the North Carolina Division of Aging may require.

The Service Provider agrees to comply with such guidelines as the CPRC or the North Carolina Division of Aging may issue to implement the requirements of this paragraph.

25. **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 <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds

Less than \$500,000 in State Audited Financial Statement in May use Federal funds

and \$750,000+ in compliance with OMB Uniform but not State funds.
Federal pass through funds Guidance 2 CFR Part
(i.e. Single Audit)

26. **Audit/Assessment Resolutions and Disallowed Cost:** It is further understood that the Service Provider is responsible to the CPRC 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 CPRC 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 CPRC pending the resolution of any appeal that the provider may file in accordance with Section 28.
27. **Indemnity:** Subject to the provisions of NC law, the Service Provider agrees to indemnify and save harmless the CPRC, its agents and employees from and against any and all loss, cost, damages, expense and liability arising out of the Service Provider's negligent performance of this agreement.
28. **Changes:** The CPRC 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 CPRC and the Service Provider, shall be incorporated in written amendments to this Agreement.
29. **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 CPRC 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 CPRC, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
30. **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 CPRC stating the exact nature of the complaint and requesting a hearing. Upon receiving the letter of complaint, the CPRC Executive Director, will forward a copy of such letter to the Chairman of the CPRC Board, the Chairman of the appropriate advisory committee, and the staff person responsible for that particular program area. The initial appeal must be submitted within ten (10) working days after action has taken place that constitutes the appeal.

b) The Executive Director of the CPRC 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 J 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 CPRC 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 CPRC 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 North Carolina Division of Aging and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the CPRC. The Service Provider has thirty days from the date of the adverse decision by the CPRC Board of Directors to file an appeal with the Director of the North Carolina Division of Aging. The State Agency will inform the person/organization filing the complaint of its appeals procedures and will inform the CPRC 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
2101 Mail Service Center
Raleigh, NC 27699-2101

- 31. **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.
- 32. **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 CPRC requests to be made confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of CPRC.
- 33. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the CPRC 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.
- 34. **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 CPRC for loss or damage of such property. At the termination of this Contract, the Service Provider shall contact CPRC for instructions as to the dispositions of such property and shall comply with these instructions.

35. **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: Maggie Clapp

PRINTED NAME: Maggie Clapp

TITLE: Director of DSS Durham

CPRC ATTEST:

BY: Lee Worsley

Lee Worsley
CPRC Executive Director

BY: Jenisha Henneghan

Jenisha Henneghan
CPRC Area Agency on Aging Director

DATE OF ISSUANCE: 10/30/2025

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Hope Tally

Hope Tally