

**MEMORANDUM OF AGREEMENT BETWEEN
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND
CAMILLE PLACE
FOR THE DISTRIBUTION OF
CORONAVIRUS STATE FISCAL RECOVERY FUNDS**

This Memorandum of Agreement (the "Agreement") is made by and between the State of Alabama Department of Finance, at 600 Dexter Avenue, Montgomery, Alabama 36130 (hereinafter referred to as "DOF"), and Camille Place, an Alabama nonprofit corporation (qualified as a public charity under section 501(c)(3), Section 509(a), and/or Section 170(c) of the Internal Revenue Code of 1986, as amended), at P.O. Box 1217, Monroeville, AL 36461, (hereinafter referred to as "Camille Place"). DOF and Camille Place may be referred to herein individually as a "party" and collectively as the "parties." This Agreement becomes effective on the approval of the parties and the Governor of the State of Alabama.

PURPOSE

The federal American Rescue Plan Act of 2021, Public Law No. 117-2, 135 Stat. 4 ("ARPA") was signed into law on March 11, 2021. ARPA amended the federal Social Security Act to add Section 602 to the Social Security Act, and by doing so, created the Coronavirus State Fiscal Recovery Fund (hereinafter referred to as "FRF"). ARPA appropriated funds from the FRF to the State of Alabama and other states to support their response to the impact of COVID-19 on their communities, residents, and businesses; and to aid in efforts to contain COVID-19. Under Section 602 of the Social Security Act, the FRF funds may be used to cover costs obligated on or before December 31, 2024 and incurred by the State on or before December 31, 2026, for four broad purposes:

- A. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits; or for aid to impacted industries;
- B. To respond to workers performing essential work during the COVID-19 public health emergency, by providing premium pay to eligible workers who are performing essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- C. For the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- D. To make necessary investments in water, sewer, or broadband infrastructure.

The Secretary of the Treasury promulgated regulations for the purposes of implementing the FRF. On April 1, 2022, the Final Rule, published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338 (the "Final Rule"), took effect. The Final Rule was later supplemented by the Interim Final Rule, published in the September 30, 2023, Federal Register, at 88 Fed. Reg. 64986, and the Obligation Interim Final Rule, published in the November 20, 2023, Federal Register, at

88 Fed. Reg. 80584. (Final Rule, Interim Final Rule, and Obligation Interim Final Rule, as supplemented by later Treasury Final or Interim Final Rules, collectively referred to as "Final Rules").

The State of Alabama was allocated \$2,120,279,417 from the federal State Recovery Fund. Alabama Act No. 2023-1 (the "Act"), Section 1(c)(7), appropriate up to \$55,000,000 of such funds to DOF to be used to support the eligible programs and services in response to the negative economic impacts of the public health emergency that include programs that provide services to school-aged children (hereinafter referred to as the "Funds").

The DOF desires to allocate up to \$40,000 of the Funds to Camille Place to reimburse their allowable expenses in accordance with Appendix A (hereinafter referred to the "Project").

The proposed utilization of the Funds has been presented to DOF by Camille Place, and DOF has concluded that the proposed utilization of the Funds is necessary to ensure an adequate response to and mitigation of the COVID-19 pandemic and public health emergency in Alabama and the economic impacts thereof. Further, DOF concludes that funding this project using the Funds is an appropriate use of thereof under both federal and state law. DOF fully supports Camille Place in their effort to support the citizens of Alabama.

PARTIES' RESPONSIBILITY

Camille Place agrees to the following:

1. To use the Funds to carry out the objectives of the Project as set forth in this Agreement and in Appendix A and for no other purpose;
2. To comply with all federal requirements applicable to Subrecipients, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements;
3. To provide to the State Finance Director's Office by November 10, 2024, and monthly thereafter on the 10th of every month, a report detailing how the Funds are being utilized and details of expenditures made since the preceding report, and further provide quarterly reports beginning on January 10, 2025 (and quarterly thereafter) as well as interim reports as the State Finance Director's Office may determine necessary;
4. To use the Funds provided by DOF under this Agreement in accordance with Section 602 of the Social Security Act, the Final Rules and other federal and state law, and for the purposes set forth in this Agreement, and for no other purpose;
5. To return any Funds provided by DOF under this Agreement that remain unobligated on December 1, 2024 by December 15, 2024;
6. To provide to the State Finance Director's Office on June 1, 2025 and June 1, 2026, reports setting forth the expenditure status of all obligated Funds, to include the

anticipated status of funds between the date of the report and the final return date set forth below; and

7. To return any Funds provided by DOF under this Agreement that remain unspent on June 1, 2026 by December 1, 2026.

DOF agrees to the following:

1. To provide, within fourteen (14) days of the effective date of this Agreement, \$40,000 to Camille Place from the State's Funds appropriated pursuant to Alabama Act 2023-1 for the purposes described in this Agreement and for no other purpose; and
2. To make all reports to the federal government required by ARPA.

FINANCIAL ARRANGEMENTS

The parties agree that within fourteen (14) days of the effective date of this Agreement, DOF will provide and advance \$40,000 to Camille Place under this Agreement towards the Project. Camille Place acknowledges that all Funds provided under this Agreement must be obligated by December 1, 2024 or returned to DOF by December 15, 2024 and spent by June 1, 2026 or returned to DOF by December 1, 2026. Reimbursements or invoice payments may not occur after that date.

OUTSIDE CONSULTANTS

Camille Place may employ outside professional consultants to assist with executing the project; however, the consultants must be reasonable in amount and comply with audit requirements for use of the Funds under the Act.

TERMINATION OF AGREEMENT

Except as set forth in this section, this Agreement may be terminated only in a writing signed by each party or representative of each party. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the Funds, that the Funds provided hereunder have been used in a manner inconsistent with federal or state law, or the intent of this Agreement, DOF may terminate this Agreement immediately upon written notice to Camille Place.

MISCELLANEOUS PROVISIONS

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 2022.
- B. By signing this Agreement, Ala. Code § 31-13-9, the parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. A contracting party found to be in violation of this provision shall be deemed in breach of

the Agreement and shall be responsible for all damages resulting therefrom. As required by Section 31-13-9, verification of enrollment in the E-Verify program will be required prior to any grant to a subrecipient who employs one or more employees within the State of Alabama. To enroll in the E-Verify program visit <https://www.e-verify.gov/>

- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal notice requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to Camille Place: this subaward is provided to Camille Place through a grant to the State of Alabama in the amount of \$2,120,279,417 from the United States Treasury via Section 602 of the Social Security Act, as added by Public Law No. 117-2, known as the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund. This subaward is provided in accordance with the requirements set forth in ARPA and other applicable federal and state law and policy, and Camille Place affirms that all information it has provided to DOF relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of the Funds will be evaluated in accordance with Code of Federal Regulations, Title 2, § 200.331 for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. Further, each subrecipient's activities will be monitored as necessary to ensure that the subaward is used for authorized purposes, in compliance with law, and that subaward performance goals are achieved. Other monitoring tools may be implemented on the level of risk imposed by the subrecipient.
- E. Code of Federal Regulations, Title 2, § 200.331(f) requires DOF to verify that each subrecipient that is expected to expend \$1,000,000 or more in Federal awards during a fiscal year have a single or program-specific audit conducted for that year in accordance with the provisions of Code of Federal Regulations, Title 2, § 200.501. The parties acknowledge that DOF has provided notice to Camille Place of the audit requirements applicable to the award made by this Agreement and Camille Place agrees to comply therewith.
- F. Ala. Code § 41-16-82 requires a Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.
- G. The recipient, subrecipient, grantee, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which

prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- H. Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that Camille Place is a "Subrecipient" as that term is defined in the Code of Federal Regulations, Title 2, § 200.1. As such, Camille Place is responsible for complying with all federal requirements for Subrecipients, including all applicable procurement and competitive bidding requirements, the Single Audit Act, and the provisions of Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements. As used in this Agreement, "obligate" or "obligated" shall have the same meaning prescribed in the Final Rules, specifically, "An order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." See 31 CFR 35.3. The parties acknowledge and agree that this subaward is a "grant" as defined in the state's procurement code at Ala. Code § 41-4-114. Pursuant to Ala. Code § 41-4-112(3), the state's procurement code does not apply to grants. Therefore, the state's procurement code (Code of Alabama 1975, Title 41, Article 5) is inapplicable to this subaward. However, federal procurement requirements apply to purchases made with this subaward. Camille Place, as a subrecipient of the State and as a non-federal entity, must follow the procurement standard enumerated in 2 CFR 200.318 through 200.327. Camille Place's procurement policy for purchases made with federal funding, as articulated in Appendix A, shall apply to purchases made with the Funds.

AMENDMENT OF AGREEMENT

This Agreement may only be amended by a writing signed by each party of representatives of each party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials duly authorized to execute such agreements.

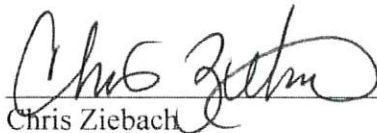
State of Alabama
Department of Finance

Camille Place



Bill Poole
Director of Finance

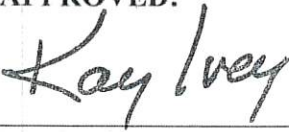
11/15/2024
Date



Chris Ziebach
Chief Executive Officer

11-15-24
Date

APPROVED:



Kay Ivey
Governor of Alabama

12/4/24
Date

Camille Place

Allowable Expenses for ARPA Funding

Training

Guest Speakers - \$1,181.17 (Stayed at local Air B&B – Monroeville, preferred to stay in separate location due to possible exposure at hotel)

Training Manuals/Staff (20ct) - \$418.19 (PP&P and PPE training/policies)

Medical expenses - \$300.00 (Doctors Office - Grove Hill, AL, staff member)

Alternative Marketing - \$348.00 (Podbean, marketing for reduction to Covid exposure)

12/2022-12/2023 (unable to host fundraisers)

Additional Staff

- \$4,941.79 - Covid payroll due to multiple employees being out (01/22/24-02/04/24)
- \$11,066.25 - Additional clinical staff member brought in for residents (05/24-10/24)

\$21,600.00 Rent - Monthly \$900.00 (10/2022-10/2024)

- New Intakes are brought here upon arrival to ensure they are not showing symptoms of Covid or another possible illness before joining the other residents at the home. Location is used for Covid testing for residents and employees/visitors.
- When employees are not feeling well or may have been exposed to someone positive with Covid, they may work from a designated space in the building, reducing possible exposure to those at home.
- Our most recent staff to test positive for COVID, dates 09/2024

\$1,099.99 Computer - HP 27" (purchased so staff/volunteers can work from designated space without exposing others)

TOTAL: \$40,955.39



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

Camille Place

ADDRESS

PO Box 1217

CITY, STATE, ZIP

Monroeville, AL 36461

TELEPHONE NUMBER

251-302-2022

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Camille Place

ADDRESS

55 Mayfield Street

CITY, STATE, ZIP

Monroeville, AL 36460

TELEPHONE NUMBER

251-514-1607

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
ADPH	12/1/2023-7/31/2024	55413.00

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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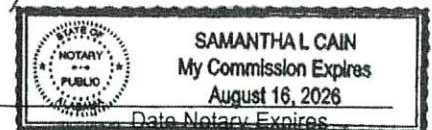
By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Chas Zuehl

Date 11-12-24

Notary's Signature Samantha Cain

Date 11/12/24



Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



Company ID Number: 2570853

Approved by:

Employer Camille Place	
Name (Please Type or Print) chris C zlebach	Title
Signature Electronically Signed	Date 11/15/2024
Department of Homeland Security -- Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/15/2024



Company ID Number: 2570853

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Camille Place
Company Facility Address	55 Mayfield Street Monroeville, AL 36460
Company Alternate Address	PO Box 1217 Monroeville, AL 36461
County or Parish	MONROE
Employer Identification Number	474627771
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)