

Agreement between
the COUNTY OF YADKIN
and
NEW HORIZONS HOME CARE, INC.

The County of Yadkin ("County") and the Piedmont Triad Regional Council Area Agency ("Area Agency") have entered into an agreement for the County to receive a Home and Community Care Block Grant for Older Adults ("HCCBG"). The County anticipates allocating some of the HCCBG funds to ^{✓ New Horizons Home Care, Inc.} Yadkin Valley Economic Development District, Inc. ("NEW HORIZONS") to be used by NEW HORIZONS to provide the following services in Yadkin County: In-Home Aide Services (Levels 1, 2, 3), as those services are contemplated by and defined by the HCCBG.

The County wishes to exercise some oversight over the use of these grant funds, as it may suffer negative consequences if the funds are not used in accordance with all applicable laws and the terms of the HCCBG. Therefore, as a condition of allocating any HCCBG funds to NEW HORIZONS, the County requires that it have access to information needed to ensure that these funds are used appropriately, and it requires NEW HORIZONS to agree to abide by certain requirements in using these funds. NEW HORIZONS is willing to accept and adhere to the County's requirements as a condition of receiving HCCBG funds.

Therefore, in exchange for the mutual promises and covenants in this Agreement, as well as other good and valuable consideration, the sufficiency of which is acknowledged by both the County and NEW HORIZONS, the County and NEW HORIZONS agree to the following:

1. NEW HORIZONS shall use any HCCBG funds solely for purposes contemplated by and authorized by the HCCBG and for no other purpose. NEW HORIZONS shall maintain detailed and accurate records that will allow the County to determine and confirm how all HCCBG funds are spent, and NEW HORIZONS shall provide those records to the County upon request. NEW HORIZONS shall maintain all records related to the HCCBG for a minimum of three (3) years after termination of this Agreement.
2. To the extent of any HCCBG funds allocated to NEW HORIZONS, NEW HORIZONS shall be responsible for providing from its own funds any matching funds required by the HCCBG.
3. NEW HORIZONS shall maintain and make available to the County upon request its financial records so that the County can assess the financial condition of NEW HORIZONS and can determine whether NEW HORIZONS remains solvent and financially viable. By example only and not for purposes of limitation:

- a. For each month covered by this Agreement, NEW HORIZONS shall provide the County with detailed revenue and expenditure statements, requested by the County Finance Officer.
- b. Promptly upon their completion, NEW HORIZONS shall provide the County with copies of its quarterly and annual financial statements and audits that cover any period of time during which this Agreement is in effect.
- c. NEW HORIZONS shall make available to the County any records evidencing any debt owed by NEW HORIZONS. These records shall include those showing the amount of any debt owed, but also the agreements or other instruments creating the debt (promissory notes, financing agreements, etc.)
- d. Upon request, NEW HORIZONS shall provide the County with financial records from prior years, including records that concern NEW HORIZONS's handling and use of grant funds provided by the County to NEW HORIZONS in prior years.

4. NEW HORIZONS shall promptly provide the County with copies of all service reports, financial reports, and any other reports or documentation that are submitted to the Area Agency concerning the HCCBG or any HCCBG funds. NEW HORIZONS also shall notify the County promptly of all Area Agency monitoring visits and shall promptly provide the County with copies of all monitoring reports from the Area Agency, as well as any corrective action plans or other documentation received from the Area Agency.

5. Attached to this Agreement as Exhibit A is a copy of a "Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services" ("Block Grant Agreement") between the County and the Area Agency. NEW HORIZONS acknowledges having read the Block Grant Agreement. NEW HORIZONS agrees to fully comply with all requirements of the Block Grant Agreement regarding the use of HCCBG funds, including (by example only and not for purposes of limitation) those found in these provisions of the Block Grant Agreement:

- a. Assignability and Contracting (Section 5)
- b. Equal Employment Opportunity and Americans with Disabilities Act Compliance (Section 14)
- c. Prohibition Against Using Funds to Influence Legislation (Section 20)

NEW HORIZONS also acknowledges and agrees that the County must be able to satisfy its obligations under the Block Grant Agreement, and NEW HORIZONS agrees to comply with

any reasonable requests or instructions from the County that the County believes are necessary or helpful in allowing the County to meet its obligations under the Block Grant Agreement.

6. Attached to this Agreement as Exhibit B is the County Funding Plan for the HCCBG. NEW HORIZONS acknowledges having received and reviewed this Plan. NEW HORIZONS acknowledges that neither this Agreement nor the Funding Plan is a guarantee that the County will provide any particular amount of funds to NEW HORIZONS. The County will provide funds to NEW HORIZONS only to the extent that HCCBG funds are available and the County concludes in its sole discretion that allocating those funds to NEW HORIZONS is in the County's best interests.

7. Attached to this Agreement as Exhibit C is the Yadkin County Grant Management Policy. NEW HORIZONS acknowledges having reviewed this Policy and agrees to fully comply with all requirements of the Policy.

8. NEW HORIZONS will indemnify and reimburse the County for any HCCBG funds allocated to NEW HORIZONS that the County must repay to the Area Agency because those funds were not used or spent in accordance with the Block Grant Agreement, applicable laws, or other terms of the HCCBG or because NEW HORIZONS otherwise breached its obligations under this Agreement.

9. For the term of this Agreement, NEW HORIZONS shall maintain at its sole expense worker's compensation insurance as required by North Carolina law and general liability insurance with limits of at least \$1,000,000/\$1,000,000. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Upon request during the term of this Agreement, NEW HORIZONS shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and NEW HORIZONS shall keep that certificate current by submitting to the County updated certificates as NEW HORIZONS's insurance policies are renewed or otherwise modified. NEW HORIZONS shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

10. If the County at any time does not require NEW HORIZONS to satisfy any of NEW HORIZONS's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require NEW HORIZONS to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by NEW HORIZONS, that shall not be deemed a waiver of any later breach by NEW HORIZONS, nor shall it be deemed a waiver of this section of the Agreement.

11. This Agreement constitutes the complete and entire Agreement between the County and NEW HORIZONS concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by

both the County and NEW HORIZONS. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect. NEW HORIZONS may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

12. This Agreement shall terminate on the later of June 30, 2016, or the date that NEW HORIZONS spends or otherwise disburses the last of any HCCBG funds allocated to it for the July 1, 2015, through June 30, 2016 year. NEW HORIZONS's obligations under Paragraphs 1, 2, 3, 4, 5, and 8 of this Agreement shall survive termination of this Agreement.

Agreed this 10th day of September, 2015.

Yadkin County

BY: Chris L. Hanes
Name: USA L. HANES
Title: COUNTY MANAGER

New Horizons Home Care, Inc
~~Yadkin Valley Economic Development~~
~~District, Inc.~~ QD

BY: Leah H. Hanes
Name: Leah H. Hanes
Title: Administrator

Exhibit A
Block Grant Agreement

July 1, 2015 through June 30, 2016

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July 2015, by and between the County of Yadkin (hereinafter referred to as the "County") and the Piedmont Triad Regional Council Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

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

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Yadkin Valley Economic Development District, Inc. (YVEDDI)
New Horizons Home Care, Inc.
Partners Behavioral Health Management
Yadkin County Human Services Agency

- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Blair Barton-Percival, Director of the Area Agency on Aging. The grant administrator for the County shall be Lisa Hughes, County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year. The community service provider shall assure that services are provided without disruption to older adults throughout the Agreement period and shall complete the required services by the end of the Agreement period, June 30 of the state fiscal year.

5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

(b) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(c) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

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

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the

Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08 located at <http://ncdhhs.gov/aging/admltrs/2012/DAAS-12-08.pdf> . As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

Community service providers shall submit all subcontracts to the Area Agency. The community service provider shall be responsible for the performance of all its subcontractors. Subcontract(s) must include at a minimum 1) the full scope of work, 2) deliverables, and 3) appropriate references to service standard requirements. All community service providers who subcontract shall annually complete a "Subcontractor Performance Evaluation" (SPE) form on each subcontractor and submit these SPE forms to the Area Agency.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures

thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

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

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, 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. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 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 or 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
• \$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
• \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000)	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
• Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit).	May use Federal funds, but <u>not</u> State funds.

The County and community service providers understand that the provisions of this section (Section 11) are subject to amendment or revised practices pending determination by the Office of Controller, North Carolina Department of Health and Human Services (DHHS) regarding the

impact of OMB Uniform Guidance: <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf> (known as "Omni-Circular") on DHHS. The Omni-Circular supersedes OMB Circular A-133 and raises the single-audit threshold from \$500,000, referred to in this section, to \$750,000.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

The County and community service providers further understand that the provisions of this section (Section 12) are subject to amendment or revised practices pending determination by the Office of Controller, North Carolina Department of Health and Human Services (DHHS) regarding the impact of OMB Uniform Guidance: <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf> (known as "Omni-Circular") on DHHS. The Omni-Circular supersedes OMB Circulars A-122 and A-110, both referred to in this section.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents

and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.

16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency

and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://www2.ncdcr.gov/archives/ForGovernment/RetentionSchedules/AuthorizedDestruction.aspx>.

The DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

23. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency, in lieu of the County Finance Officer, to provide reimbursement payments to community service providers as prescribed in paragraph 6(b) of this Agreement. Services applicable to this authorization are as follows:

<u>Community Service Provider</u>	<u>Services</u>
New Horizons Homecare, Inc.	In-Home Aide, Level I, II, III
Yadkin Valley Economic Development District, Inc.	Transportation (General and Medical) Congregate Meals Home Delivered Meals Senior Center Operations

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

24. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.
25. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

YADKIN COUNTY

Attest:

Tanya Gentry

Lisa Hughes, County Manager

Tanya Gentry, Clerk to the Board

By:

R. Austin

Kevin Austin,

Chairman, Board of Commissioners

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

Area Agency

Attest:

BLB-P

Blair Barton-Percival, Director

Area Agency on Aging

By:

M.L. Dolge

Matthew L. Dolge, Executive Director

Piedmont Triad Regional Council

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

BY:

RS

Robin Shelton, Finance Officer

Piedmont Regional Council

Exhibit B
County Funding Plan

Home and Community Care Block Grant for Older Adults

DOA-731 (Rev. 6/12)
PTRC 6/2012

County: YADKIN

HIV 1, 2015 through June 30, 2016

Revision #1 Increase of \$2,856 (VVEDD) +\$1886 and New Business: \$31,7

Community Service Provider

Hayes Grace 9/8/2015
Signature County Finance Officer
Date

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Exhibit C
Yadkin County Grant Management Policy

COUNTY OF YADKIN
Grant Procedure
Yadkin County, North Carolina
Adopted May 16, 2011

INTRODUCTION

The purpose of this regulation is to outline the policies and procedures relative to the County of Yadkin's management of grant programs, from applying for grant funding through closeout of the grant.

A Grant is an award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by a grantor, (such as the Federal Government) to an eligible grantee. Grants can be a significant source of revenue for the County and are provided by federal, state and other agencies to the County for specific activities. The County uses grants to support a variety of purposes including recreational, public safety, human services, environmental protection, community development, and public works/public utilities capital improvement programs.

Characteristics of a typical grant are: a) the funds are made available for an express purpose or objective; b) a formal written proposal and budget is required c) periodic reports of a descriptive, technical and/or financial nature are required; d) funds are required to be spent over a specific period of time; and e) the unused funds are required to be returned to the grantor.

For all intents and purposes, State and other agency grants possess the same characteristics and requirements as Federal grants; however, each agency will clearly define their own requirements in their guidelines. The County is committed to adhere to the grant guidelines required by all State and Federal granting agencies.

GENERAL POLICY STATEMENT

It is the objective of the County to aggressively seek grant funding opportunities that add to the County's financial resources and provide quality services and capital improvements to Yadkin County residents and businesses. In so doing, consideration should be given to the following:

1. Grants should be pursued only when sufficient staff resources are available to effectively administer the program in compliance with grant requirements, and successfully perform the grant work scope.
2. The criteria to pursue a grant should include an informal cost-benefit analysis, which determines whether or not the proceeds of the grant exceed total costs to the County, including costs to solicit and administer the grant. Consideration should also be given to granting agencies that may require the County to provide matching funds or to assume funding after the grant expiration. In these cases, an informal cost-benefit analysis can help to determine the short and long-term financial impact on the funds providing the match.

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

3. The minimum dollar amount for the solicitation of grant funds from both Federal/State government agencies and private agencies is suggested at \$5,000. Amounts under this minimum should be considered only if there are minimal administrative tasks (i.e. financial/project reporting, maintaining receipts, vouchers etc.) imposed on the County by the grantor, or if special approval is given by the County Manager in advance of the application for the grant.
4. Programs and projects proposed for grant funding should be those that are consistent with the County's service goals, objectives and priorities.
5. The program expenditures associated with the grant should not exceed the terms of the grant, nor extend beyond the grant expiration date requiring the County to assume responsibility for subsequent costs, unless a new funding source has been secured and accepted by the County Manager.
6. Grant programs must be maintained according to the rules and grant conditions established by the granting agency. If the requirements by the granting agency exceed those of the County, the granting agency requirements prevail.
7. The Department Director shall designate a departmental staff person who is responsible for the project as stated in the grant proposal and subsequent Grant Agreement. At a minimum, the Department Director is responsible for ensuring that the program is in compliance with the *performance* requirements of the grant and for maintaining compliance with all rules and regulations of the granting agency. The designated staff person shall also be responsible for expending the grant funds in accordance with the grant agreement.
8. The Finance Director shall designate a staff person in Finance who is responsible for the *financial* aspects of the grant. The Finance Director, together with the designated departmental staff person, is likewise responsible for compliance with all rules and regulations of the granting agency but is mainly responsible for reporting financial information to County departments, filing claims for reimbursement, monitoring the grant budget and ensuring that the recording of the grant expenditures and revenues are within the guidelines of County's internal controls.
9. Granting agencies may require compliance reviews and/or financial audits to show that funds were properly used. The designated departmental staff person is responsible for program performance reviews and/or audits and the Finance Director is responsible for financial reviews and/or audits.

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

10. The County is subject to the financial and compliance requirements of the Single Audit Act of 1984 and 1996, which is applicable to all local and state governments expending more than \$500,000 in federal assistance during a fiscal year. Under this Act, federal grants are included under an inclusive single audit program that is incorporated in the County's annual audit and financial report preparation process.
11. Compliance with all County of Yadkin Policies and Administrative Regulations, to the extent that they are not in conflict with North Carolina Statutes and Regulations and/or grant regulations and requirements shall be required. More specifically:
 - a. Personnel policies and regulations
 - b. Finance, budgetary, accounting and grant management procedures and regulations
 - c. Procurement policies and regulations
 - d. Other County rules and regulations as they may exist at the time the grant is active.

PROCEDURE

I. GRANT APPLICATION:

1. The Grant Administrator shall submit an agenda item to the Yadkin County Board of Commissioners, to be included on the agenda for the next scheduled Yadkin County Board of Commissioner's Meeting. The report should include sufficient information for the County to evaluate the Application. Typical items to consider including in the staff report are:
 - a. Eligible uses for the proposed grant
 - b. Specific use recommended for the proposed grant
 - c. Matching funds that the County may be required to provide
 - d. Grant time limits after which the County may be required to assume funding
 - e. Audit or other compliance review specific to the grant
 - f. Any unusual reporting or compliance requirements that would be difficult or expensive to comply with
 - g. Any allowable County administrative costs
 - h. Applicable cash flow considerations
2. The Board of Commissioners shall take into consideration all agreements where grant funds are to be used for personnel or ongoing costs as the County may need to assume or eliminate these costs at the end of the grant period.
3. If the Board of Commissioners approves an application for a grant, the Board may authorize the County Manager to sign any related Grant Agreements.

COUNTY OF YADKIN
Grant Procedure
Yadkin County, North Carolina
Adopted May 16, 2011

II. GRANT AWARD:

1. All Grant Agreements with outside granting agencies, regardless of dollar amount, must be submitted to the County Attorney for review and subsequently to the County Manager for ratification.
2. All Revenues and Expenditures indicated in the Grant Agreement must have Budget appropriations entered into the budget system after preparation of the budget amendment and approval by the Yadkin County Board of Commissioners.
3. The Grant Administrator shall promptly provide to the Finance Director copies of the Grant Award Letter and/or Agreement, Awarded Grant Information Form, the grant budget, the grant guidelines, and the appropriate claim forms, etc. and shall maintain copies of said documents in his/her department. All original grant documents (application, Resolution authorizing application submission, Resolution accepting the grant, grant award and conditions, etc.), shall be maintained by the Grant Administrator. The same types of information will be required multi-year grants, but a project ordinance will be required.
4. The Finance Director or designee will establish a project for the grant (if not previously assigned), as well as assign the appropriate revenue and expenditure general ledger account numbers. Accounting procedures, charts of accounts, etc. will provide identifying receipts and expenditures of funds separately for each award or grant. The Finance Director will review expenditures charged to direct and indirect costs in accordance with applicable grant agreements. The Finance Director will forward this information to the appropriate Department indicated on the Awarded Grant Information Form.

EXPENDING THE GRANT FUNDS:

1. Grant expenditures shall be appropriated and expended following the County's budget and accounting procedures. The County follows the guidelines adopted by the NC Department of State Treasurer.
2. All County of Yadkin purchasing guidelines apply to the expenditure of grant funds. All of the standard paperwork and bidding requirements shall apply. All procurement shall reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. (example: OMB Circular A-102 will be upheld.)

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

3. It is the responsibility of the Department Director to whose department the grant is assigned to ensure that all written contracts with sub-contractors are in compliance all State and Federal guidelines. He/she shall maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts and/or purchase orders.
4. It is the responsibility of the Department Director and Finance Director to file the appropriate periodic performance and financial reports in a complete, accurate fashion and submitted to the granting agency on or before the periodic reporting due date. It is not acceptable to submit required reports after the required periodic reporting due date.
5. It is the responsibility of the Finance Director and the Internal Auditor to perform periodic checks and audits to ensure that grant compliance is assured and shall report his/her findings to the County Manager.
6. If the grant expenditures are funded by multiple sources, the most restricted funding source should be used first. Also, grant funds should be planned so that they will be fully expended at the grant expiration.
7. When equipment of any nature is given to the County in lieu of *cash* as part of the grant program, and whether or not any cash match has been required by the Grant Agreement, the Department Director must keep a detailed inventory. This inventory list should include each item's description, model number, date received, location, and *market value*. Any documentation that accompanied the items from the Granting Agency should also be retained. This list should be submitted to the Finance Department and the Internal Auditor as part of the regular fiscal year-end process in order to appropriately record those applicable items as capital assets in the general ledger.
8. When any in-kind service is used to help provide for a grant match, said in-kind service shall be documented and properly accounted for in all transactions and all reporting procedures as required by the grant's regulations. Under no circumstances shall in-kind service be reimbursed by the grant.
9. The grant project budget must be strictly adhered to at all times. Expenditures not authorized via the grant project budget and described in the grant program narrative SHALL NOT BE APPROVED for expenditure. Should an unauthorized expenditure be made, the department director responsible for the grant shall be held personally liable for reimbursement of the inappropriate expense to the County and/or grant account. Amendments may be made to the grant project budget pursuant to grant regulations, including prior approval of the Finance Director, County Manger and grantor agency.

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

10. All program income should be accounted for on a monthly basis and reported to the Finance Director. All cash and checks should be submitted to the Finance Director monthly. Receipts should be issued for all donations, checks and cash payments. The original receipt should be given to the donor and a copy of the receipt maintained by the Grant Administrator and copied to the Finance Director or designee. Any cash receipts, i.e., concession, door, admission, etc. should be reconciled daily and deposited with the Finance Department.

FINANCIAL/PROGRAM REPORTING, COMPLIANCE AND CLOSE-OUT:

1. The County Manager is the Chief Executive Officer and should approve all financial program reporting, compliance and close-out documents.
2. The Finance Director is the Chief Financial Officer and shall approve all financial program reporting, compliance, expenditure and revenue transactions and close-out documents and shall report his/her findings and/or recommendations to the County Manager as appropriate.
3. Grant funds are generally paid to the County on a reimbursement basis; that is, the County first advances funds for expenditures and then submits claims to the granting agency. Therefore, it is critically important that expenditures be made only in accordance with approved grant project budgets and that reimbursement claims are filed in a timely manner.
4. Unless arranged otherwise, the Department Director is responsible for filing all claims for reimbursement of grant expenditures and must first coordinate with the Finance Director prior to such filing. Copies of the claims must be sent to the Finance Director or designee as most of the grant revenues are received by wire transfer.
5. In the case of "Paper" claims, the Department Director will forward claim paperwork (forms and backup) to the Finance Director or designee for approval and signature. The paperwork will be returned to the Department Director for mailing the signed claims with associated backup directly to the granting agency, and forward a copy of the signed cover page with associated backup to the Finance Director or designee for the grant permanent file.
6. In the case of "on-line" submittals, the Department Director shall submit the claim electronically with the prior review and approval of the Finance Director or designee. Also forward a copy to the Finance Director or designee.

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

7. If the Department Director has prior approval from the County Manager to file claims directly, the claims should be reviewed and reconciled by the Finance Director or designee before they are sent to the granting agency. This will ensure that all claims for reimbursement are tracked correctly and that claims filed before the close of the fiscal year (June 30th), but not expected to be received until after June 30th, are correctly recorded in the County's financial statements as a receivable.
8. Granting agencies should be notified to send all remittances to the attention of the Finance Director or designee --
 - *Checks* – The Finance Director or designee, upon receiving the check, will book the item to the general ledger revenue budget code (line item), unless it is received after year end, then it will be booked through the Accounts Receivable system. The Finance Director or designee may retain a copy of the check in the grant permanent file and forward a copy to the Department Director
 - *Wire Transfers* – A copy of the wire transfer will be forwarded to the Finance Director or designee when received and appropriate receipts shall be prepared
 - The Finance Director or designee will send the Department Director (responsible for the grant) a *Cash Receipt Notice* upon receipt of funds or be notified through the monthly detailed revenue report
9. An inventory listing of equipment obtained with grant funds will be maintained by the Department Director with a copy forwarded to the Finance Director. The Department Director will be requested to sign the equipment inventory indicating that they have the equipment in their possession and indicating the location of that equipment. The Finance Director will request a physical inventory of all equipment obtained with grant funds annually.
10. All grant financial records, supporting documentation and all other records pertinent to the grant, shall be retained by the County of Yadkin based on the Retention Policy of the County or based on the Federal/State grantor's disposition schedule for grants following the submission of the final report to the grantor.
11. Disposition of equipment purchased with federal grant funds shall be handled in the following manner:
 - a. Items with a current per unit fair market value of less than \$30,000 may be retained, surplused, sold, or otherwise disposed of with no further obligation to the awarding agency based on the resolution of the County of Yadkin Prescribing Procedures for

COUNTY OF YADKIN
Grant Procedure
Yadkin County, North Carolina
Adopted May 16, 2011

Disposal of Surplus Personal Property adopted by the Yadkin County Board of Commissioners.

- b. Items with a current per unit fair market value in excess of \$30,000 may be retained, surplused or sold, after approval by the Board of Commissioners to declare an item surplus, and the awarding agency shall have a right to an amount calculated by multiplying the current market value (or proceeds from the sale) by the awarding agency's share of the equipment.
12. The Finance Director or designee is responsible for coordinating all financial audits relating to grant activities and for keeping all copies of grant documents in a permanent file.
13. The Department Director is responsible for participating in all program performance-related audit activities.
14. Interim performance reports that are required by the grantor will be completed by the Department Director, Grant Administrator or assigned staff. A copy will be forwarded to the Finance Director or designee to include in the grant permanent file.
15. At the conclusion of the grant program, it is the responsibility of the Department Director and Finance Director or designee to ensure that all contracts are finalized, and all purchase orders have been closed through Accounts Payable.
16. If at the conclusion of the grant program, there are grant funds unexpended, it is the responsibility of the Department Director to determine the legal use of any unused appropriations. Only the granting agency can give permission to "re-program" unused funds. If the grant funds cannot be re-programmed, then the Department Director must make arrangements to return the funds to the granting agency. A signed payment request with a full written explanation must be forwarded to the Finance Director for approval. The Manager may evaluate and forward to the Finance Director for refund payment or further information.

APPLICABILITY

1. This policy and procedure applies to all employees, officers and officials and all departments, offices and agencies of the County of Yadkin.
2. This policy and procedure applies to all third party agencies and organizations that are parties to any grant or project funding with the County of Yadkin.

COUNTY OF YADKIN
Grant Procedure
Yadkin County, North Carolina
Adopted May 16, 2011

ENFORCEMENT

1. The County Manager and/or the Finance Director shall have the authority to enforce this policy.
2. Individuals violating this policy may be subject to disciplinary action up to and including termination.

APPROVED:

County Manager

Date

**COUNTY OF YADKIN
Grant Procedure
Yadkin County, North Carolina
Adopted May 16, 2011**

County of Yadkin

INTERNAL PROCESS TO DECIDE WHETHER GRANT APPLICATION IS APPROPRIATE

Department: _____ Staff Contact: _____

Funding Source: _____

Grant/Project Name: _____

Date application due: _____

This is a NEW or RECURRING Grant

Brief Project Summary:

Has the department received funding from this source in the past? If so, list project name(s), amount(s), and date(s).

Maximum Amount Available from Funding Source:

Anticipated Award Notification Date:

Anticipated Grant Term: Start Date: _____
Finish Date: _____

Amount to be requested:

Total Project Costs:

Does this grant have a match requirement: YES or NO

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

Does the amount of the match requirement or other grant requirements necessitate County approval prior to award? YES or NO

Eligible types of match:

- Cash
- In-kind services
- Land
- Equipment
- Other _____

If the match is cash, where will the match come from? (Provide Account Number)

Is this project a cash award or reimbursement?

If this is a reimbursement grant, will funds be available?

Is this project included in:

- Departmental Budget
- Capital Improvements Plan

Grant funds will be used for the following: (check all that apply)

- Equipment _____
- Supplies _____
- Program Expenses _____
- Printing _____
- Personnel – current staff. No of staff _____ No of hours _____
- Personnel – to hire additional staff. No. of positions _____
- Capital (land, building, vehicles, etc.) _____
- Contracted Services: _____
- Other: _____

How will the program be funded after the grant expires?

COUNTY OF YADKIN

Grant Procedure

Yadkin County, North Carolina

Adopted May 16, 2011

If the department receives only a portion of the amount requested, how will the project be funded?

Some additional questions to consider:

Are any other departments within the County of Yadkin eligible for this funding?

Are any other departments within the County of Yadkin willing to collaborate on this project?

Will this project duplicate or compete with another service or program provided by the County of Yadkin or other local agency?