

Agreement between

the COUNTY OF YADKIN

and

YADKIN VALLEY ECONOMIC DEVELOPMENT DISTRICT, 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 Yadkin Valley Economic Development District, Inc. ("YVEDDI") to be used by YVEDDI to provide the following services in Yadkin County: Transportation, Congregate Nutrition, Home Delivered Meals, and Senior Center Operations, 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 YVEDDI, the County requires that it have access to information needed to ensure that these funds are used appropriately, and it requires YVEDDI to agree to abide by certain requirements in using these funds. YVEDDI 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 YVEDDI, the County and YVEDDI agree to the following:

1. YVEDDI shall use any HCCBG funds solely for purposes contemplated by and authorized by the HCCBG and for no other purpose. YVEDDI shall maintain detailed and accurate records that will allow the County to determine and confirm how all HCCBG funds are spent, and YVEDDI shall provide those records to the County upon request. YVEDDI 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 YVEDDI, YVEDDI shall be responsible for providing from its own funds any matching funds required by the HCCBG.

3. YVEDDI shall maintain and make available to the County upon request its financial records so that the County can assess the financial condition of YVEDDI and can determine whether YVEDDI remains solvent and financially viable. By example only and not for purposes of limitation:

- a. YVEDDI shall provide the County with detailed revenue and expenditure statements, if requested by the County Finance Officer, within thirty (30) days of the request.
- b. Promptly upon their completion, YVEDDI 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, if requested by the County Finance Officer.
- c. YVEDDI shall make available to the County any records evidencing any debt owed by YVEDDI, if requested by the County Finance Officer, within thirty (30) days of the request. 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, YVEDDI shall provide the County with financial records from prior years, including records that concern YVEDDI's handling and use of grant funds provided by the County to YVEDDI in prior years.

4. YVEDDI 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. YVEDDI 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. YVEDDI acknowledges having read the Block Grant Agreement. YVEDDI 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)

YVEDDI also acknowledges and agrees that the County must be able to satisfy its obligations under the Block Grant Agreement, and YVEDDI 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. YVEDDI acknowledges having received and reviewed this Plan. YVEDDI acknowledges that neither this Agreement nor the Funding Plan are a guarantee that the County will provide any particular amount of funds to YVEDDI. The County will provide funds to YVEDDI only to the extent that HCCBG funds are available.

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

8. YVEDDI will indemnify and reimburse the County for any HCCBG funds allocated to YVEDDI 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 YVEDDI otherwise breached its obligations under this Agreement.

9. For the term of this Agreement, YVEDDI 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, YVEDDI shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and YVEDDI shall keep that certificate current by submitting to the County updated certificates as YVEDDI's insurance policies are renewed or otherwise modified. YVEDDI 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 YVEDDI to satisfy any of YVEDDI'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 YVEDDI 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 YVEDDI, that shall not be deemed a waiver of any later breach by YVEDDI, nor shall it be deemed a waiver of this section of the Agreement.

11. YVEDDI will perform all of its services and activities under this Agreement in full accordance with all applicable federal, state, and local laws and regulations, including by example only all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

12. This Agreement constitutes the complete and entire Agreement between the County and YVEDDI 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 YVEDDI. 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. YVEDDI 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.

13. This Agreement shall terminate on the later of July 1, 2013, or the date that YVEDDI spends or otherwise disburses the last of any HCCBG funds allocated to it for the July 1, 2012, through June 30, 2013 year. The County also may terminate this Agreement early without cause by providing thirty (30) days advanced written notice to YVEDDI, and the County may terminate this Agreement immediately if YVEDDI materially breaches any provision of this Agreement. YVEDDI's obligations under Paragraphs 1, 2, 3, 4, 5, and 8 of this Agreement shall survive termination of this Agreement.

Agreed this 22 day of September, 2017.

Yadkin County

BY: 

Name: LISA L. HUGHES

Title: COUNTY MANAGER

Yadkin Valley Economic Development
District, Inc.

BY: 

Name: Kathy Payne

Title: Executive Director

July 1, 2017 through June 30, 2018
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, 2017 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:

New Horizons Home Care, Inc.
Yadkin Valley Economic Development District, Inc. (YVEDDI)

The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-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) (DAAS-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 (DAAS-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. 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/document/section-308-aaa-policies-and-procedures-manual>). 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) Uniform Guidance CFR 2 Part 200.

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 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. 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 Uniform Guidance CFR 2 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 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 Uniform Guidance CFR 2 Part 200 based upon funding received and expended during the service provider's fiscal year.

| Annual Expenditures | Report Required to AAA | Allowable Cost for Reporting |
|--|---|------------------------------|
| Less than \$25,000 in State or Federal Funds | Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does not have to be completed OR | N / A |

| Annual Expenditures | Report Required to AAA | Allowable Cost for Reporting |
|--|---|--|
| | Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) | |
| 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 not Federal Funds |
| \$500,000+ in State funds and \$750,000+ in Federal pass through funds | Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit) | May use State and Federal Funds |
| Less than \$500,000 in State funds and \$750,000+ in Federal pass through funds | Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit). | May use Federal funds but not State funds. |

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 Uniform Guidance CFR 1 Part 200, 45 CFR Part 1321, or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against 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. Conflict of Interest.
 - a. Interest of the Board of County Commissioners. The County covenants that neither members of the Board of County 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.
 - b. 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.

- c. Any conflict or potential conflict of interest, or the appearance of a conflict of interest as described shall be reported by a member of the Board of County Commissioners to that board and by an employee to the employee's supervisor immediately, whereupon a process shall be conducted to identify whether a conflict of interest exists and if so, to implement a prescribed course of action.
18. 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.
19. 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.
20. 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.
21. 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://www2.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://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>

The NC 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.

22. 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>Provider</u> | <u>Services</u> |
|--|--|
| New Horizons Home Care, Inc. | Level II – Personal Care Level III – Personal Care |
| Yadkin Valley Economic Development District, Inc. (YVEDDI) | Transportation – General Transportation – Medical Congregate Meals Home Delivered Meals Senior Center Operations |

Community Service Provider Service. 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.

23. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.
24. 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:



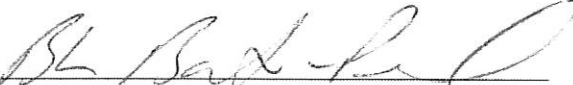
Lisa Hughes, County Manager

By: 

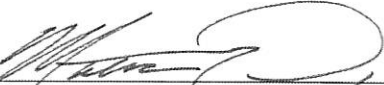
Chairman, Board of Commissioners

Area Agency

Attest:




Blair Barton-Percival, Director
Area Agency on Aging

By: 

Matthew L. Dolge, Executive Director
Piedmont Triad Regional Council

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

BY: 

Robin Shelton, Finance Officer
Piedmont Triad Regional Council

DAAS-731 (Rev. 4/16)
PTRC 4/2016

County: YADKIN

July 1, 2017 through June 30, 2018

On file at PTRC

Signature, Community Service Provider

Signature, Community Service Provider

202

Date _____

Signature, Chairman, Board of Comm Date