DOA-735
(revised 5/15)
(Paragraphs 21 & 22 added)

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 Haywood (hereinafter referred to as the "County") and the Southwestern Commission 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:

    - Mountain Projects, Inc.
    - Interim Health Care
    - Haywood County Health and Human Services

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 Sarajane Melton, AAA Director (title). The grant administrator for the County shall be Stoney Blevins, HHSA Director and Assistant County Manager (title).

   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 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before 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 subreceipients 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) Interim Payments to the County

   Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) 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.

c) 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.

(d) 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.

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.

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 Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than $25,000 and less that $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 and 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 not Federal Funds
• $500,000+ in State funds and $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 and $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 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 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.

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://www.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. 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.

Haywood County

Attest:

_____ By:_____
Chairman, Board of Commissioners

Area Agency

Attest:

Darajane H. Melton
Area Agency Director

By:_____
Executive Director,
Lead Regional Organization

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: Roger L. Wiggins
FINANCE OFFICER, Lead Regional Organization

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
Mountain Projects, Inc.
2251 Old Balsam Road
Waynesville, NC 28786

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/14)
County Haywood
July 1, 2015 through June 30, 2016
Revision # 1 DATE: October, 22, 2015

Services	Ser. Delivery (Check One) Direct	Purch.	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net* Serv Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse. Rate	H Projected HCCBG Clients	I Projected Total Units
In Home Level 1	x			46235.43			5137	51372.43		51372	2523	20.3595	40	2523
Home Repair	x			22284.43			2476	24760.43		24760			16	
Congregate	x				84668.43		9410	94078.43	7705	101783	10273	10.4121	100	10273
General Transport	x		42174.43				4686	46860.43		46860	2782	16.8466	45	2782
Medical Transport	x		11023.43				1225	12248.43		12248	612	20	30	612
I& A	x		30511.43				3390	33901.43		33901	1664	20.3687		1664
Senior Companion	x			34037.43			3782	37819.43		37819	4721	8.0105	20	4721
							0	0		0				
							0	0		0				
							0	0		0				
							0	0		0				
							0	0		0				
							0	0		0				
							0	0		0				
Total			83709.29	102557.29	84668.43	270935.01	30106	301041.01	7705	308746	22575		251	22575

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

2/29/16
Signature, County Finance Officer Date

10/26/15
Authorized Signature, Title Community Service Provider Date

Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
Interim Healthcare
2 Walden Ridge Dr., Unit 20-A
Asheville, NC 28803

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/15)
County Haywood
July 1, 2015 through June 30, 2016
REVISION # 3 , DATE : 02/16/2016

			A				B	C	D	E	F	G	H	I
	Ser. Delivery (Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected HCCBG	Projected Reimburse.	Projected HCCBG	Projected Total
Services	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	Units	Rate	Clients	Units
IHA Level 2				22916		\\\\\\\\\\\\\\\\	2546	25462		25462	1272	20.013	10	1272
						\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\	0	0		0				
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						\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\	0	0		0				
Total	\\\\\\\	\\\\\\\	0	22916	0	22916	2546	25462	0	25462	1272	\\\\\\\\\\\\\	10	1272

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer — Date 2/29/16

Authorized Signature, Title — Date 2-18-16
Community Service Provider

Signature, Chairman, Board of Commissioners — Date

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
Haywood County Health & Human Services Agency
157 Paragon Parkway, Suite 300
Clyde, NC 28721

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/14)
County Haywood
July 1, 2015 through June 30, 2016
REVISION # 2, DATE : 10/22/15

Services	Ser. Delivery (Check One) Direct	Purch.	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net* Serv Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse. Rate	H Projected HCCBG Clients	I Projected Total Units
Home Delivered Meals	x				61,046		6,783	67,829	12,209	80,038	13,444	4.9427	182	27,707
Adult Day Care	x			22,940			2,549	25,489		25,489	723	33.3229	9	1,694
ADC Transportation	x		2,835				315	3,150		3,150	2,100	1.5000	8	1,073
Adult Day Health	x			19,779			2,198	21,977		21,977	484	42.5324	10	1,452
ADH Transportation	x		3,069				341	3,410		3,410	2,273	1.5000	9	1,178
							-	-		-				
							-	-		-				
							-	-		-				
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							-	-		-				
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							-	-		-				
							-	-		-				
							-	-		-				
Total			5,904	42,719	61,046	109,669	12,186	121,855	12,209	134,064	19,024		218	33,104

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

2/29/16
Signature, County Finance Officer Date

Michelle M. Haynes
Michelle M. Haynes, Business Services Director 10/22/15
Authorized Signature, Title Date
Community Service Provider

Signature, Chairman, Board of Commissioners Date