

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: August 19, 2020

SUBJECT: HOME & COMMUNITY CARE BLOCK GRANT:
FY2021 Contracts

PRESENTER: Megan Powell, Budget Manager/Internal Auditor

ATTACHMENTS:

1. FY 2021 HCCBG Contracts with Providers
2. Contract for County-Based Aging Services

SUMMARY OF REQUEST:

The board is requested to approve the Home & Community Care Block Grant contracts for Fiscal Year 2021 and the Contract between the Land of Sky Area Agency on Aging and Henderson County. The Home & Community Block Grant Program is State/Federal funded and administered at the local level. The funding plan for this program was approved 6/1/2020 by the Board of Commissioners.

The Contract for County-Based Aging Services outlines the responsibilities of each party for administration of the Home and Community Care Block Grant program and allows the Area Agency on Aging to provide reimbursement payments to the community service providers on behalf of the County.

BOARD ACTION REQUESTED:

Approve the attached contracts for FY 2021 funding that correspond with the previously approved funding plan.

Suggested Motion:

I move that the Board approve the attached provider contracts for Home and Community Care Block Grant Funds for Fiscal Year 2021 and the contract between Henderson County and the Land of Sky Area Agency on Aging for County-Based Aging Services.

July 1, 2020 through June 30, 2021

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, 2020, by and between the County of Henderson (hereinafter referred to as the "County") and the Land of Sky 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:

<u>Council on Aging for Henderson County</u>	<u>Western Carolina Community Action</u>
<u>Henderson County DSS</u>	<u>Mountain Care Adult Day Services</u>
<u>Premier Home Health Services, Inc.</u>	<u>Housing Assistance Corporation</u>
<u>Pisgah Legal Services</u>	<u>Henderson County Habitat for Humanity</u>
- 1(a) 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 LeeAnne Tucker, Director, Area Agency on Aging. The grant administrator for the County shall be Megan Powell, Budget Manager/Internal Auditor.

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 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 Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. 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) 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 and Adult Services 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 and Adult Services 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/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
693 Palmer Drive
2101 Mail Service Center
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 2 CFR 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 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is 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.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> 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 2 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 any 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 NC 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 <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> 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 <https://archives.ncdcr.gov/government/retention-schedules>.

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 NC 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.

Henderson County

Attest:

_____ By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

Lee Anne Fyler By: Patricia Ramsey
Area Agency Director 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: Charlotte A. 7/28/20
FINANCE OFFICER, Lead Regional Organization

This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

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

<u>Community Service Provider</u>	<u>Service</u>
Council on Aging for Henderson County	Congregate Nutrition Family Caregiver Services Home Delivered Meals Liquid Nutrition Services
Henderson County DSS Housing Assistance Corporation MountainCare, Inc. Adult Day Services	In-Home Aide Level 1 Housing and Home Improvement Adult Day Care Adult Day Health General Transportation
Premier Home Health Care Services Western Carolina Community Action	In-Home Aide Level 2 & 3 Medical Transportation General Transportation
Pisgah Legal Services Jewish Family Services Henderson County Habitat for Humanity	Legal Services Group Respite Housing and Home Improvement

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.

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Housing Assistance Corporation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$30,000** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

Teresa Wilson Date
CLERK TO BOARD OF COMMISSIONERS

BY: Grady Hawkins Date
Chairman, Board of Commissioners

Housing Assistance Corporation

Housing Assistance Corporation

Sarah Grymes 6/11/20
BY: PRINTED NAME Date
Authorized Agency Official

[Signature] 6/11/20
BY: AUTHORIZED SIGNATURE Date

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

Samantha Reynolds Date
County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Henderson County DSS. - In Home Aid I**, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$30,000** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Henderson County DSS

Henderson County DSS

Jerrie McFall 6/18/2020
 BY: PRINTED NAME Date
 Authorized Agency Official

[Signature] 6/18/2020
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Henderson County Habitat for Humanity hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$20,000 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Henderson County Habitat for Humanity

Henderson County Habitat for Humanity

Jill Franklin 6/18/2020
 BY: PRINTED NAME Date
 Authorized Agency Official

Jill Franklin 6/18/2020
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Pisgah Legal Services – Elder Law Program hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$36,650 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein.
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59. ~~Iran Divestment Act Certification~~
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

Teresa Wilson Date
CLERK TO BOARD OF COMMISSIONERS

BY: Grady Hawkins Date
Chairman, Board of Commissioners

Pisgah Legal Services

Pisgah Legal Services

James A. Barrett 6/18/2020
BY: PRINTED NAME Date
Authorized Agency Official

James A. Barrett 6/18/2020
BY: AUTHORIZED SIGNATURE Date

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

Samantha Reynolds Date
County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and MountainCare – General Transportation hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$10,000 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.


ATTEST:

HENDERSON COUNTY

Teresa Wilson Date
CLERK TO BOARD OF COMMISSIONERS

MountainCare
Elizabeth Williams 6/17/2020

BY: Grady Hawkins Date
Chairman, Board of Commissioners

MountainCare
 6/17/2020

BY: PRINTED NAME Date
Authorized Agency Official

BY: AUTHORIZED SIGNATURE Date

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

Samantha Reynolds Date
County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MountainCare – Adult Day Healthcare** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$35,000** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

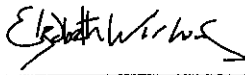
12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

Teresa Wilson CLERK TO BOARD OF COMMISSIONERS	Date
MountainCare	
Elizabeth Williams	06/17/2020
BY: PRINTED NAME	Date
Authorized Agency Official	

BY: Grady Hawkins Chairman, Board of Commissioners	Date
MountainCare	
	6/17/2020
BY: AUTHORIZED SIGNATURE	Date

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

Samantha Reynolds County Finance Director	Date
--	------

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and MountainCare – Adult Day Care hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$12,000 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

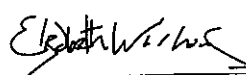
 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

 MountainCare

 Elizabeth Williams 06/17/2020
 BY: PRINTED NAME Date
 Authorized Agency Official

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

 MountainCare

 6/17/2020
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Council on Aging – Home Delivered Meals** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$246,000** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

Teresa Wilson Date
CLERK TO BOARD OF COMMISSIONERS

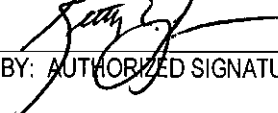
BY: Grady Hawkins Date
Chairman, Board of Commissioners

Council on Aging

Council on Aging

KEITH E. LOGAN 6-17-2020

BY: PRINTED NAME Date
Authorized Agency Official

 6-17-2020

BY: AUTHORIZED SIGNATURE Date

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

Samantha Reynolds Date
County Finance Director

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Council on Aging – Congregate Meals** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$30,000** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

Council on Aging

KEITH E. LOEAW 6-17-2020

 BY: PRINTED NAME Date

Authorized Agency Official

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Council on Aging

Grady Hawkins 6-17-2020

 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Council on Aging – Liquid Nutrition** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$28,000** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

Council on Aging

Keith E. Logan 6-17-2020
 BY: PRINTED NAME Date
 Authorized Agency Official

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Council on Aging

Grady Hawkins 6-17-2020
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Jewish Family Services of WNC, Inc. – Group Respite hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$7,020 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

Jewish Family Services of WNC, Inc.

Jessica Whitehill 6/16/20
 BY: PRINTED NAME Date
 Authorized Agency Official

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Jewish Family Services of WNC, Inc.

[Signature] 6/16/20
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Premier Home Health Services, Inc. – In Home Aid Level II** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$67,000 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein.
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

- 12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
- 13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
- 17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
- 18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be herelo affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

Premier Home Health Services, Inc.

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Premier Home Health Services, Inc.

 BY: PRINTED NAME Date
 Authorized Agency Official

 BY: AUTHORIZED SIGNATURE Date

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

[Handwritten Signature]
 6/26/2020
[Handwritten Signature]
 PRESIDENT - CHC

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2020, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Premier Home Health Services, Inc. - In Home Aid Level III hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$50,800 to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

- 12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
- 13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
- 17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-8A-4147-86.59, Iran Divestment Act Certification.
- 18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Premier Home Health Services, Inc.

Premier Home Health Services, Inc.

 BY: PRINTED NAME Date
 Authorized Agency Official

 BY: AUTHORIZED SIGNATURE Date

[Handwritten Signature]
 6/26/2020
 GREGORY J. [unclear]
 Pres. OAT + COO

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Western Carolina Community Action – Medical Transportation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$32,783** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Western Carolina Community Action

Western Carolina Community Action

David White 6/19/2020
 BY: PRINTED NAME Date
 Authorized Agency Official

[Signature] 6/19/2020
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director

FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2020, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Western Carolina Community Action – General Transportation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$138,627** to AGENCY in funding for the fiscal year ending June 30, 2021 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
4. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
7. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021 or at such time as AGENCY makes application for funding, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 Teresa Wilson Date
 CLERK TO BOARD OF COMMISSIONERS

 BY: Grady Hawkins Date
 Chairman, Board of Commissioners

Western Carolina Community Action

Western Carolina Community Action

David White 6/19/2020
 BY: PRINTED NAME Date
 Authorized Agency Official

[Signature] 6/19/2020
 BY: AUTHORIZED SIGNATURE Date

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

 Samantha Reynolds Date
 County Finance Director