

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 6, 2022

SUBJECT: Home & Community Care Block Grant
FY23 Provider Contracts

PRESENTER: Sonya Flynn, Budget Manager

ATTACHMENTS: FY23 HCCBG Contracts with Providers

1. *Council on Aging – Congregate Dining*
2. *Council on Aging – Home Delivered Meals*
3. *Council on Aging – Liquid Nutrition*
4. *Henderson County DSS – CDS / Financial Management*
5. *Henderson County DSS – CDS / Personal Assistant*
6. *Henderson County DSS – In-Home Aide, Level I*
7. *Housing Assistance Corporation – Home Improvement*
8. *Jewish Family Services of WNC – Elder Club Group Respite*
9. *Pisgah Legal Services – Free Legal Services*
10. *Premier Home Health Care – In-Home Aide, Level II*
11. *Premier Home Health Care – In-Home Aide, Level III*
12. *MountainCare – Adult Day Care*
13. *MountainCare – Adult Day Health*
14. *MountainCare – Adult Day Services Transportation*
15. *WNCSource – General Transportation*
16. *WNCSource – Medical Transportation*

SUMMARY OF REQUEST:

The Board is requested to approve the Home & Community Care Block Grant contracts for Fiscal Year 2023. The Home & Community Care Block Grant Program is State / Federal funded and administered at the local level. The funding plan for this program was approved at the Board of Commissioners' meeting held on June 6, 2022.

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 (Land of Sky) to provide reimbursement payments to the community service providers on behalf of the County.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached contracts for FY23 funding which correspond with the previously approved funding plan.

SUGGESTED MOTION:

I move the Board approve the attached provider contracts for Home and Community Care Block Grant Funds for Fiscal Year 2023.

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY COUNCIL ON AGING, INC. – CONGREGATE DINING**, 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 **\$26,696** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY COUNCIL ON AGING, INC. – 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 **\$301,305** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY COUNCIL ON AGING, INC. – 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 **\$39,155** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY DSS - CONSUMER DIRECTED SERVICES, FINANCIAL MANAGEMENT**, 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 **\$4,612** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY DSS - CONSUMER DIRECTED SERVICES, PERSONAL ASSISTANT**, 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 **\$44,331** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY DSS - IN HOME AID, LEVEL 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 **\$34,260** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, 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 **\$11,865** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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.

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **JEWISH FAMILY SERVICES OF WNC**, 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 **\$7,910** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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.

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **PISGAH LEGAL SERVICES**, 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 **\$43,505** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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 officers, 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

BY: Denisa A. Lauffer
Clerk to the Board of Commissioners

Date

BY: William Lapsley
Chairman, Board of Commissioners

Date

PISGAH LEGAL SERVICES

PISGAH LEGAL SERVICES

BY: PRINTED NAME
Authorized Agency Official

Date

BY: AUTHORIZED SIGNATURE

Date

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

BY: Samantha Reynolds
County Finance Director

Date

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **PREMIER HOME HEALTH CARE SERVICES, INC. – IN-HOME AIDE, 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 **\$59,228** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **PREMIER HOME HEALTH CARE SERVICES, INC. – IN-HOME AIDE, 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 **\$26,390** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, 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 **\$18,688** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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.

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAINCARE - ADULT DAY HEALTH**, 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 **\$32,926** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAINCARE - ADULT DAY SERVICES 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 **\$7,910** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **WNCSOURCE – 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 **\$123,362** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2022, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **WNCSOURCE – 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 **\$29,173** for the AGENCY in funding for the fiscal year ending June 30, 2023 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 reports 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 2023 or at such time as AGENCY makes application for funding, and an annual status report in July 2023, 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

