

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: August 4, 2025

SUBJECT: Home & Community Care Block Grant Funds
FY 2026 Provider Contracts

PRESENTER: Sonya Flynn, Budget Manager

ATTACHMENTS: FY 2026 HCCBG Contracts with Providers

1. *Henderson County DSS – CDS / Financial Management*
2. *Henderson County DSS – CDS / Personal Attendant*
3. *Henderson County DSS – In-Home Aide, Level I*
4. *Housing Assistance Corporation – Housing & Home Improvement*
5. *Jewish Family Services of WNC – Elder Club Group Respite*
6. *Jewish Family Services of WNC – Mental Health Counseling*
7. *Mountain Aging Partners – Adult Day Care*
8. *Mountain Aging Partners – Adult Day Health*
9. *Mountain Aging Partners – Adult Day Transportation*
10. *Mountain Aging Partners – Congregate Dining*
11. *Mountain Aging Partners – Home Delivered Meals*
12. *Mountain Aging Partners – Information & Options Counseling*
13. *Pisgah Legal Services – Elder Law Program*
14. *Premier Home Health Care Services, Inc. – In-Home Aide, Level II*
15. *WNCSource – General Transportation*
16. *WNCSource – Medical Transportation*

SUMMARY OF REQUEST:

The HCCBG Advisory Committee has recommended a County Funding Plan for FY 2026 to the Board of Commissioners. Following the Board's approval of this plan, authorization is requested to execute the related funding agreements with area providers for Fiscal Year 2026.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached FY 2026 HCCBG funding agreements, which align with the approved HCCBG County Funding Plan.

SUGGESTED MOTION:

I move that the Board approve the HCCBG Funding Agreements for Fiscal Year 2026 as presented.

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, 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 (HCCBG) 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 **\$5,150** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

HENDERSON COUNTY DSS

HENDERSON COUNTY DSS

Lorie G. Horne 7-10-2025
BY: PRINTED NAME Date
Authorized Agency Official

Lorie G. Horne 7-10-25
BY: AUTHORIZED SIGNATURE Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY DSS – CONSUMER DIRECTED SERVICES / PERSONAL ATTENDANT**, 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 (HCCBG) 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 **\$46,467** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

HENDERSON COUNTY DSS

HENDERSON COUNTY DSS

Lorie G. Horne 7-10-25
BY: PRINTED NAME Date
Authorized Agency Official

Lorie G. Horne 7-10-25
BY: AUTHORIZED SIGNATURE Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY DSS – IN-HOME AIDE, 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 (HCCBG) 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 **\$33,262** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

HENDERSON COUNTY DSS

HENDERSON COUNTY DSS

Lorie G. Horne 7-10-25
BY: PRINTED NAME Date
Authorized Agency Official

Lorie G. Horne 7-10-25
BY: AUTHORIZED SIGNATURE Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **HOUSING ASSISTANCE CORPORATION – HOUSING & HOME IMPROVEMENT 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 (HCCBG) 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 **\$12,230** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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.

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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 G. Lapsley
Chairman, Board of Commissioners

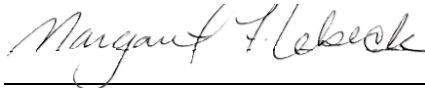
Date

THE HOUSING ASSISTANCE CORPORATION

THE HOUSING ASSISTANCE CORPORATION

Margaret Fenton Lebeck

07/09/2025



07/09/2025

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: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **JEWISH FAMILY SERVICES – ELDER CLUB 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 (HCCBG) 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 **\$9,504** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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

BY: William G. Lapsley
Chairman, Board of Commissioners

Jewish Family Services of WNC

Jewish Family Services of WNC

Michael Barnett 7/8/2025

BY: PRINTED NAME
Authorized Agency Official

[Signature] EXEC. JFSWNC 7/8/25

BY: AUTHORIZED SIGNATURE
Date

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

BY: Randall L. Cox
County Finance Director

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **JEWISH FAMILY SERVICES – MENTAL HEALTH COUNSELING**, 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 (HCCBG) 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 **\$3,888** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

Jewish Family Services of WNC

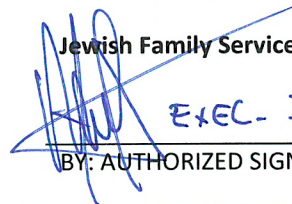
Jewish Family Services of WNC

Michael Barnett

7/8/2025

BY: PRINTED NAME
Authorized Agency Official

Date



EXEC- JFSWNC

7/8/25

BY: AUTHORIZED SIGNATURE

Date

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

BY: Randall L. Cox
County Finance Director

Date

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAIN AGING PARTNERS – 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 (HCCBG) 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 **\$26,949** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date


Mountain Aging Partners, Inc.

Mountain Aging Partners, Inc.

Elizabeth Williams 07/07/2025

BY: PRINTED NAME
Authorized Agency Official

Date

 07/07/2025

BY: AUTHORIZED SIGNATURE
Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAIN AGING PARTNERS – 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 (HCCBG) 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 **\$41,068** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

Mountain Aging Partners, Inc.

Mountain Aging Partners, Inc.

Elizabeth Williams
07/07/2025

 07/07/2025

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: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAIN AGING PARTNERS – ADULT DAY 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 (HCCBG) 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 **\$16,109** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

Mountain Aging Partners, Inc.

Mountain Aging Partners, Inc.

Elizabeth Williams

07/07/2025



07/07/2025

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: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAIN AGING PARTNERS – 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 (HCCBG) 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 **\$26,454** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date


Mountain Aging Partners, Inc.

Mountain Aging Partners, Inc.

Elizabeth Williams 07/07/2025

BY: PRINTED NAME
Authorized Agency Official

Date

 07/07/2025

BY: AUTHORIZED SIGNATURE Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAIN AGING PARTNERS – 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 (HCCBG) 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 **\$320,327** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

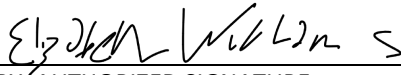
Date

Mountain Aging Partners, Inc.

Mountain Aging Partners, Inc.

Elizabeth Williams
BY: PRINTED NAME
Authorized Agency Official

07/07/2025
Date


BY: AUTHORIZED SIGNATURE
Date

07/07/2025
Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MOUNTAIN AGING PARTNERS – INFORMATION & OPTIONS COUNSELING**, 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 (HCCBG) 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 **\$28,511** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date


Mountain Aging Partners, Inc.

Mountain Aging Partners, Inc.

Elizabeth Williams
7/7/2026

BY: PRINTED NAME
Date

Authorized Agency Official

 7/7/2026

BY: AUTHORIZED SIGNATURE
Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **PISGAH LEGAL SERVICES – ELDER LAW**, 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 (HCCBG) 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 **\$41,342** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

PISGAH LEGAL SERVICES

PISGAH LEGAL SERVICES

Jadyn Kiger

7/15/25

BY: PRINTED NAME
Authorized Agency Official

Date



7/15/25

BY: AUTHORIZED SIGNATURE

Date

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

BY: Randall L. Cox
County Finance Director

Date

**NORTH CAROLINA
HENDERSON COUNTY**

This Agreement made and entered into the 1st day of July 2025, 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 (HCCBG) 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 **\$59,830** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

PREMIER HOME HEALTHCARE SERVICES INC

PREMIER HOME HEALTHCARE SERVICES INC

MICHAEL D. ALLEN

BY: PRINTED NAME
Authorized Agency Official

Date

[Signature]

BY: AUTHORIZED SIGNATURE

7/8/25

Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, 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 (HCCBG) 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 **\$121,033** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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 G. Lapsley
Chairman, Board of Commissioners

Date

WNCSOURCE

Elizabeth Whitten

16-Jul-2025

BY: PRINTED NAME
Authorized Agency Official

Date

WNCSOURCE

Elizabeth Whitten

Elizabeth Whitten (Jul 16, 2025 14:10 EDT)

16-Jul-2025

BY: AUTHORIZED SIGNATURE

Date

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

BY: Randall L. Cox
County Finance Director

Date

HCCBG FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2025, 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 (HCCBG) 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 **\$28,511** for the AGENCY in funding for the fiscal year ending June 30, 2026, 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.

NOTWITHSTANDING, however, this agreement is contingent on the adoption of final funding for HCCBG for Henderson County in at least the amount anticipated in the County's budget.

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 [DAAS-732] 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 report on its usage of funds on a monthly basis by entry into the Aging Resource Management System (ARMS) managed by the Land-Of-Sky Regional Council.
10. A monthly Units of Service report and periodic Monitoring reports will be provided to the COUNTY by the Land-Of-Sky Regional Council 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.
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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.
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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 G. Lapsley
Chairman, Board of Commissioners

Date

WNCSOURCE

David White

07/15/25

BY: PRINTED NAME
Authorized Agency Official

Date

WNCSOURCE


David White (Jul 15, 2025 13:52 EDT)

07/15/25

BY: AUTHORIZED SIGNATURE

Date

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

BY: Randall L. Cox
County Finance Director

Date