



MEMORANDUM

TO: Brian Matthews, UNION COUNTY DSS

FROM: Linda Miller, Aging Program Manager *Linda H. Miller*

DATE: July 23, 2024

RE: FY '25 Home and Community Care Block Grant Contracts

Attached is your FY 2025 HCCBG contract that Centralina will execute with your county. Please review this document carefully. Payment of funds under this agreement is subject to the receipt of the NGA (Notification of Grant Award) and funds from the North Carolina Division of Aging and Adult Services. HCCBG grant funds under this contract should be used for services outlined on county's DAAS 731 or provider's DAAS 732 only. The grant requires a 10% match that should be carried out as stated in section seven (7) of the HCCBG contract.

For your records, the grant CFDA numbers are 93.044 2401NCOASS, 93.045 2401NCOACM, 93.045 2401NCOAHD and 93.667.

All contracts will be executed electronically via Adobe DocuSign. If your organization is unable to fully execute the contract virtually, please contact Evelyn Pressley as soon as possible at epressley@centralina.org.

We would like to have all signed grant agreements by **August 30, 2024**. No payments will be made to the county until a signed contract is received by the Area Agency on Aging. No changes can be made to the official document by anyone except Centralina's attorney.

Please do not hesitate to call on us if we may be of assistance.



704-372-2416 | info@centralina.org | www.centralina.org
10735 David Taylor Drive, Suite 250 | Charlotte, NC 28262



July 1, 2024 through June 30, 2025

**HOME AND COMMUNITY CARE BLOCK GRANT FOR OLDER ADULTS
AGREEMENT FOR THE PROVISION OF COUNTY-BASED AGING SERVICES
(CFDA NUMBERS 93.044 2401NCOASS, 93.045 2401NCOACM, 93.0452401NCOAHD AND 93.667)**

This Agreement, entered into as of this 1st day of July 2024, by and between **Union County** (Through **UNION COUNTY DSS, COUNCIL ON AGING IN UNION COUNTY, BAZEMORE ACTIVE ADULT CENTER**), hereinafter referred to as the "County") and the **Centralina Regional Council** (through its **Area Agency on Aging**), (hereinafter referred to as the "Council").

Witnessed That:

WHEREAS, the Council and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Council from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services ("DAAS") and state appropriations made available to the Council through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Council and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. (a) Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the Council's receipt and availability of Home and Community Care Block Grant funding from the DAAS.

(b) Contingency of contract. This contract is contingent upon the approval of the receipt of funds from the DAAS by the Council's Executive Board. Only upon approval from the Council's Executive Board, shall this contract be considered eligible for execution by the signatories listed herein
3. Grant Administration. The grant administrator for the Council shall be **Linda Miller** or such other staff personnel as may be designated by the Council. Services Administrator. The grant administrator for the County shall be **Brian Matthews** or such other staff personnel as may be designated by the County.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Council in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph eight (8) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no earlier than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Council, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Council. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732). Notwithstanding anything else in this contract, to the extent that the Council is not reimbursed, the County will not be reimbursed.

(a) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

(b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Council to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers.

7. Collection of Non-Federal Matching Resources. There is a 10% matching requirement for the County for this service. In no case shall the local match directly or indirectly consist of federal or state funds from any source nor may any of the funds paid the County hereunder be used to match any other federal or state funds. (The amounts and sources of the non-federal match are described in the County Funding Plan for services submitted to the Area Agency on Aging and which the Council has reviewed.)
8. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be effective only for the period of the Agreement. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant funding will not be expended, the grant administrator for the Provider shall be notified by the Area Agency that the original grant amount will be reduced. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the Provider. Every effort will be made to ensure clients of the Agency's county will be served, then reallocate funds within the region for services.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Council prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers.

9. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec 308 of the AAA Policies and Procedures manual. Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

10. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Council. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Council. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Council that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

11. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Council shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Council, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. License and Permits. The Service Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services. The Provider shall notify the Council immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Council to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
13. Approval of Subcontract or Assignability. The Service Provider shall not assign all or any portion of its interest in this agreement, nor shall any of the work or services to be performed under this Agreement by the Service Provider be subcontracted, without the prior written approval of the Council.
14. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements,

Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

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

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than \$25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <\$25,000 (<i>item #11, Activities and Accomplishments does <u>not</u> have to be completed</i>) <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A <i>Due within 6 months of organization's year end</i>
Greater than \$25,000 and less than \$500,000 in State or Federal Funds or \$750,000 in Federal Funds	Certification Form and State Grants Compliance Reporting: >\$25,000 and Schedule of Receipts and Expenditures <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (<i>i.e., Yellow Book</i>)	N/A <i>Due within 6 months of organization's year end</i>
\$500,000+ in State funds <u>and</u> Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (<i>i.e., Yellow Book</i>) and Schedule of Federal and State Awards	May use State funds, but <u>not</u> Federal Funds

<i>Due within 9 months of organization's year end</i>		
\$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e \$1,000,000)	Audited Financial Statement in compliance with OMB Circular. A-133 (<i>i.e., Single Audit</i>)	May use State and Federal funds
<i>Due within 9 months of organizations year end</i>		
Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular funds A-133 (<i>i.e., Single Audit</i>)	May use Federal funds, but <u>not</u> State funds.
<i>Due within 9 months of organizations year end</i>		

15. *Audit/Assessment Resolutions and Disallowed Cost.* It is further understood that the community service providers are responsible to the Council for clarifying any audit exceptions that may arise from any Council assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Council or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Council once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Council is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
16. *Indemnity.* The County agrees to indemnify and save harmless, to the extent permitted by law, the Council, its agents, and employees from and against all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
17. *Equal Employment Opportunity and Americans With Disabilities Act Compliance.* Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

18. Data to be Furnished to the County. All information which is existing, readily available to the Council without cost and reasonably necessary, as determined by the Council's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Council. The Council, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
19. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Council, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Council upon termination or completion of the work. Both the Council and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
20. Maintenance of Records. The County shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Council, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the County's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
21. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
22. Interest of Members of the Council, and Others. No officer, member or employee of the Council and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
23. Officials not to Benefit. No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner or employee of the United States Government or the North Carolina State

Government, shall be entitled to any share or part of this contract or any benefits to arise here from.

24. *Prohibition Against Use of Funds to Influence Legislation.* No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

25. *Confidentiality and Security.* Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

26. *Record Retention and Disposition.* All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://www.ncdcr.gov/archives/ForGovernment/RetentionSchedules/AuthorizedDestruction.aspx>.

The DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all


policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

27. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Union County

Attest:

Signed by:

 Lynn West, Union County Board

Signed by:

 Brian W. Matthews
 Authorized County Official

No UC Preaudit Required

Brian W. Matthews, County Manager
 Title of Authorized County Official

Approved as to Legal Form RLM

Area Agency

Attest:


 Linda Miller, AAA Director

By: 
 Geraldine Gardner (Aug 27, 2024 14:14 EDT)
 Geraldine Gardner, Executive Director,
 Centralina Regional Council

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

BY: 
 Denise Strosser, Finance Officer, Centralina Regional Council

County Funding Plan

County Services Summary

[illegible]

J. R. Powell 05.12.2024

Signature, Chairman, Board of Commissioners Date

