

July 1, 2022 through June 30, 2023
Home and Community Care Block Grant for Older Adults
Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July 2022 by and between the County of Guilford (hereinafter referred to as the "County") and the Piedmont Triad Regional Council Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, North Carolina law, G.S. 143B-181.1(a)(11) authorizes the N.C. Division of Aging and Adult Services (DAAS) to administer a Home and Community Block Grant (HCCBG), and the purpose of the grant is to provide a coordinated system of in-home and community-based services for older adults in North Carolina; and

WHEREAS, the Home and Community Care Block Grant consists of federal funds under Titles III B and C of the Older Americans Act of 1965 as amended appropriated to the United States Department of Health of Human Services distributed to the North Carolina Division of Aging and Adult Services, and state funds appropriated to the Division of Aging and Adult Services; and

WHEREAS, DAAS allocates HCCBG funds to area agencies on aging throughout the state and in particular to the Piedmont Triad Regional Council Area Agency on Aging to distribute and administer within counties in the Region for activities adopted in each county funding plan; and

WHEREAS, the Area Agency and the County agree to the terms and conditions for providing aging services under this Agreement in compliance with: a) the County Funding Plan which has been reviewed by the Area Agency and the Division of Aging and Adult Services, b) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, c) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, d) 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 Area Agency on Aging and the County agree as follows:

1. This Agreement is entered into pending review and approval of budgets of the Community Service Providers identified in Paragraph 2 below and preparation of the County Funding Plan (DAAS-731) by the Area Agency on Aging.
2. As provided in the Piedmont Triad Regional Council Area Aging Plan, the function of community service providers is to encourage maximum collocation and coordination of services for older persons. The community service providers specified for the period of this Agreement are as follows:

Adult Center for Enrichment, Inc. d/b/a Well-Spring Solutions
Guilford County Department of Social Services
Guilford County Transportation
PTRC Community Development
Senior Resources of Guilford

The Community Service Provider(s), shall be those specified in the County Funding Plan and on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.

3. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

4. Grant Administration. The grant administrator for the Area Agency shall be Adrienne Calhoun, Director of the Area Agency on Aging.

The grant administrator for the County shall be Michael Halford, County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

5. Timely Delivery of Services - Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year. The community service provider shall assure that services are provided without disruption to older adults throughout the Agreement period and shall complete the required services by the end of the Agreement period, June 30 of the state fiscal year. If the community service provider fails to provide services without disruption throughout the Agreement period, the community service provider will be under review for effectiveness by the county aging planning committee. The Area Agency on Aging and the County will determine the capacity of the funded organization to continue delivering services.
6. Planning Committee Review - The community service provider's expenditures shall be reviewed regularly by the county planning committee to evaluate rate of expenditure and consistency with the Provider Services Summary format (DAAS-732).

- a. The planning committee will review December 31 expenditures by January 31 and consider moving unspent funds at this time.

In order to consider the redistribution of unspent funds, funded partners will provide written explanations to the planning committee chairperson and the AAA staff representative as to HCCBG expenditures which vary more than 5% over or under spent from the target percentage based on the December 31 Unit of Service Report. This explanation includes a detailed spending plan that outlines expectation for the remaining fiscal year. The voting members of the planning committee with the support of the AAA

staff representative will determine if the spending plan is sound or if unspent funds should be moved at this time.

- b. The planning committee will review March 31 expenditures by April 30. Any funded partner that had unspent funds at the end of the previous state fiscal year and is currently underspent as of March 31 must submit a written spending plan at the April planning committee meeting. In addition, any funded partner that has HCCBG expenditures which vary more than 3% under spent from the target percentage based on the March 31 Unit of Service Report must submit a written spending plan at the April planning committee meeting. At the April planning committee meeting the voting members of the planning committee with the support of the AAA staff representative will determine if the spending plan is sound or if unspent funds should be moved at this time.

- 7. Assignability, Contracting and Procurement -The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36.

Uniform Guidance procurement policy compliance statement – The purchase of any goods or services under this Agreement must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

- 8. Debarment, Suspension, Ineligibility and Voluntary Exclusion - 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. As such, the County shall verify that its principals, affiliates and subcontractors are eligible to participate in this federally or state funded contract and are not presently declared by any Federal or State department or agency to be:
 - a) Debarred from participation in any federally or state assisted award;
 - b) Suspended from participation in any federally or state assisted award;
 - c) Proposed for debarment from participation in any federally or state assisted award;
 - d) Declared ineligible to participate in any federally or state assisted award;
 - e) Voluntarily excluded from participation in any federally or state assisted award;
 - f) Disqualified from participant in any federally or state assisted award.
- 9. Compensation and Payments. The Area Agency shall compensate the County for the work and services actually performed under this Agreement by monthly payments. Reimbursement of the community service providers under this Agreement shall be as provided in Paragraph 9(b) or 9(c) in an amount not to exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).
 - 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 to Community Service Providers by the Area Agency on Aging. Alternatively, the County authorizes the Area Agency, in lieu of the County Finance Officer, to provide reimbursement payments to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997, and consistent with DAAS-735 OPT. Services applicable to this authorization are as follows:

<u>Provider</u>	<u>Services</u>
Adult Center for Enrichment, Inc. d/b/a Well-Spring Solutions	Group Respite
Guilford County Department of Social Services	Adult Day Care Adult Day Health Level I – Home Management Level II – Personal Care Level III – Personal Care
Guilford County Transportation	Transportation - General
PTRC Community Development	Housing & Home Improvement
Senior Resources of Guilford	Congregate Meals Home Delivered Meals Information & Options Counseling Senior Center Operations

This authorization shall comply with requirements set forth in the North Carolina Budget and Fiscal Control Act.

- c. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy. NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

10. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of

the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

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

Unless community services providers have been given the capacity to enter data into the Aging Resource Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

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

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/document/section-308-aaa-policies-and-procedures-manual>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

Community service providers shall submit all subcontracts to the Area Agency. The community service provider shall be responsible for the performance of all its subcontractors. Subcontract(s) must include at a minimum 1) the full scope of work, 2) deliverables, and 3) appropriate references to service standard requirements. All community service providers who subcontract shall annually complete a "Subcontractor Performance Evaluation" (SPE) form on each subcontractor and submit these SPE forms to the Area Agency.

12. Disputes and Appeals. When there is a question of fact arising under this Agreement, the Service Provider's grants administrator shall identify the issue in writing to the Director of the Area Agency on Aging. The Director shall promptly furnish a decision in writing. If the Service Provider believes it will be harmed by the decision, the grants administrator may appeal the Director's decision by submitting a written request for a hearing to the Director. The request must state the grounds for the appeal and must be submitted within ten (10) calendar days of the adverse decision. Thereafter, the AAA shall provide the Service Provider with a copy of the Piedmont Triad Regional Council Area Agency on Aging Appeals Process and shall implement the process provided for therein.

As provided in the AAA Appeals Process, a decision by the Regional Advisory Council on Aging is final unless within ten (10) days of receipt of the decision, the Service Provider submits a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services with a copy sent to the AAA and to the Chair of the Board of County Commissioners. Appeals to the Division of Aging and Adult services shall be addressed to:

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

Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services.

13. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
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 CFR 2 Part 200.

Community service providers, as specified in paragraph two (2), 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 CFR 2 Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23, NCAC 03M section .0100, and OMB Uniform Guidance CFR 2 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
Less than \$25,000 in State or Federal Funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does not have to be completed OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N /A
Greater than \$25,000 and less than \$500,000 in State funds or \$750,000 in Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
\$500,00+ in State funds but Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds not Federal Funds
\$500,000+ in State funds and \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal Funds
Less than \$500,000 in State funds and \$750,000+	Audited Financial Statement in compliance with OMB Uniform	May use Federal funds but not State funds.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting
in Federal pass through funds	Guidance 2 CFR Part 200 (i.e. Single Audit).	

15. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 1 Part 200, 45 CFR Part 1321, or state eligibility requirements as specified in policy.
16. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph two (2), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
17. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
18. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
19. Conflict of Interest.
 - a. Interest of the Board of County Commissioners. The County covenants that neither members of the Board of County 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.

- b. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
- c. Any conflict or potential conflict of interest, or the appearance of a conflict of interest as described shall be reported by a member of the Board of County Commissioners to that board and by an employee to the employee's supervisor immediately, whereupon a process shall be conducted to identify whether a conflict of interest exists and if so, to implement a prescribed course of action.

20. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
21. 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.
22. Equipment and Capital Expenditures – As with all federal funds, prior approval from the Division of Aging and Adult Services is required for equipment and capital expenditures of \$5,000 or more. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

DAAS has adopted prior approval guidelines for both per-unit equipment acquisition costs of \$5,000 or more and also capital purchases that per-transaction collectively total \$5,000 or more.

Providers must submit prior approval requests for the following:

- Any purchase where the total cost of the single transaction purchase is greater than \$5,000. (Example: the purchase of 20 iPads at one time that are \$299.00 each = total transaction cost of \$5,980, which requires prior approval.
- Any capital purchase of equipment in which the total single transaction cost is greater than \$5,000. (Example: the purchase of two refrigerators at one time for \$2,700 each = total transaction cost of \$5,400, which requires prior approval.)

- Any capital purchase for renovations or building and grounds projects where the total project cost is greater than \$5,000.

No prior approval request should be submitted for the following:

- Purchase of supplies or other consumables of \$5,000 or more.
- Purchases where the per-transaction total on the receipt of purchase is less than \$5,000.
- Any capital purchase for renovations or building and grounds projects where the total project cost is less than \$5,000.
- Salary and fringe benefits, which are not a purchase and do not require prior approval for expending funds.
- Any purchases not defined above. DAAS strongly recommends that providers seek competitive pricing and quotes for purchases, in case questions arise at a later date for audit purposes.

DAAS has adopted guidelines to assure that expenditures are reasonable and chargeable to OAA grants. The purpose is to avoid the possibility of later disallowance or disputes (2 CFR §200.407). AAAs and providers may find more information about the prior approval process in Administrative Letters 21-01, 20-16, and Change Notice 01-21 Revised for Administrative Letter 20-16.

23. 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.
24. 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 <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. Confidential records, including electronic records, must be destroyed in such a manner that the data, metadata, and/or physical media cannot be read or reconstructed. The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the 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.

25. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.
26. 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.

(continued on next page)

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

Guilford County
Attest:

Michael Halford, County Manager

By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

Adrienne Calhoun
Adrienne Calhoun, Director
Area Agency on Aging

By: Matthew L. Dolge
Matthew L. Dolge, Executive Director
Piedmont Triad 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: Jarrold R. Hand
Jarrod R. Hand, Finance Officer
Piedmont Triad Regional Council