



Area Agency on Aging

Cape Fear Council of Governments

October 23, 2017

Mr. Jim Fish
Brunswick Senior Resources, Inc.
PO Box 2470
Shallotte, NC 28459

Dear Jim:

Your Senior Center General Purpose Funding Application has been reviewed and approved. As a result, enclosed are two original contracts for the Senior Center General Purpose Funding.

Please have both originals signed by the appropriate officials (pages are "flagged" that require signatures), and return both signed contracts to me. I will forward your fully executed original shortly thereafter.

Thank you to you and your agency for the continued efforts on behalf of the older adults.

Sincerely,

Ginny Brinson, Aging Specialist
Cape Fear Council of Governments – Area Agency on Aging

Enclosures - 3

cc: Jane Jones –letter only
Ms. Ann Hardy Brunswick County Manager – letter only

ORIGINAL CONTRACT

CAPE FEAR COUNCIL OF GOVERNMENTS GRANT AGREEMENT FOR SENIOR CENTER GENERAL PURPOSE FUNDING FY 2018

I. PARTIES TO THE CONTRACT

This agreement is made and entered into this 23rd day of October, 2017 between the *Cape Fear Council of Governments*, hereinafter referred to as the "Council of Governments," and *Brunswick Senior Resources, Inc.* hereinafter referred to as the "Grantee."

II. EFFECTIVE PERIOD OF CONTRACT

This contract shall be effective and shall terminate on **June 30, 2018**.

III. GENERAL PROVISIONS

Subject to the terms and conditions hereinafter set forth, the Council of Governments agrees to grant Senior Center General Purpose funds per the NC Division of Aging and Adult Services authorized through Senate Bill 1366, Section 12.18A on a recurring basis. Funding may be used to support and develop programming and general operations or to construct, renovate, or maintain senior center facilities. **The terms set forth in this agreement for payment are contingent upon availability of funding.**

IV. GRANT AMOUNT

The total payment under this contract shall not exceed \$32,817. **The attached funding budget form outlines each senior center within the county and their allocation. The Grantee is accountable for insuring the local cash matching requirement is provided. A 732R Budget Revision must be completed and signed by county officials to show increase in funding.**

V. DOCUMENTATION OF EXPENSES

The Grantee shall maintain full and complete documentation of all expenses associated with performing Senior Center General Purpose activities. Documentation in the form of paid invoices and canceled checks shall be submitted to the Council of Governments at the time of the reimbursement request. Grantee shall maintain all financial and program records for a period of three (3) years from the date of final payment under this agreement.

VI. COMPENSATION AND PAYMENTS TO GRANTEE

The Grantee shall be compensated for the services and/or activities actually performed under this contract by a line item accounting showing how these grant funds were expended. Payments will be made monthly upon request for reimbursement by Grantee. Reimbursement requests, along with paid invoices, must be submitted to the Council of Governments **no later than the fifth**

working day of the month in order to be considered for payment at the end of that month. Final invoices must be at the Council of Governments offices no later than 5 p.m. on June 30, 2018. Any invoices received after that time will not be considered for payment.

Payment of funds will be based upon the Management Information System (MIS) Provider Reimbursement Report. The Council of Governments will forward payment of the approved budget expenditure at the end of each month.

VII. REALLOCATION OF GRANT FUNDS

It is understood and agreed, that in the event that the Grantee's rate of progress on this contract is leading to underutilization of the funds allocated, and if the Grantee cannot demonstrate how funds will be fully utilized during the contract period, then, upon notice to the Grantee, the Council may decrease the total compensation to be paid hereunder in order to reallocate funds to other Grantees.

VIII. AMENDMENTS AND REPROGRAMMING OF FUNDS

This contract may be modified by written amendment at any time. It is understood and agreed that, in the event that the amount of funds received from the NC Division of Aging and Adult Services is reduced or increased from the amount(s) quoted, the Council of Governments may, in turn, decrease or increase the total compensation and reimbursement to be paid. Such changes, including any increase or decrease in the amount of the Grantee's compensation shall be incorporated in written amendments to this contract and signed by both parties.

IX. MONITORING, AUDITING, AND REPORTING

Audit. The Grantee agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be

found at <https://www.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.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds 	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000 + in State funds but 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, <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds Federal <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds, funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal but <u>not</u> State funds.

Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

Representatives of the Council of Governments and the NC Division of Aging and Adult Services may at any reasonable times review and inspect the service activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Grantee shall be made available to authorized representatives of the Council of Governments, and the NC Division of Aging and Adult Services for inspection and review at any reasonable time in the Grantee's office. Approval and acceptance of such material shall not relieve the Grantee of its professional obligation to discover and correct, at its expense, any errors found in the work.

X. COMPLIANCE WITH TITLE VI & VIII OF CIVIL RIGHTS ACT, SECTION 504 OF THE REHABILITATION ACT, AND AMERICANS WITH DISABILITIES ACT

The Grantee shall comply with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles and the ADA for both personnel employed and clients served.

XI. CONFLICT OF INTEREST

The Grantee expressly states that presently he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Grantee shall not employ any person having such interest during the performance of this contract. The Grantee further agrees to notify the AAA in writing of any instance that might have the appearance of a conflict of interest. **See Attachment A for signature.**

XII. CONFIDENTIALITY

Any reports, recipient information, data, or other materials given to or prepared or assembled by the Grantee under this Agreement which the Council of Governments requests to be kept

confidential shall not be made available to any individual or organization by the Grantee without prior written approval of the Council of Governments.

XIII. INDEMNITY

Grantee shall indemnify and hold the Cape Fear Council of Governments, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or an account of property damages arising out of or relating to the work to be performed by the Grantee hereunder, resulting from the negligence of or the willful act of omission of the Grantee, his agents, employees, and subcontractors.

XIV. ATTENDANCE AT REGION O AREA AGENCY ON AGING MEETINGS

The Grantee, upon request of the AAA Administrator/Designee, will make efforts to attend any committee or special meeting relating to the project.

XV. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement or if the Grantee shall violate any of the covenant, agreements or stipulations of this Agreement, the Council of Governments shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof. The date of notice shall be at least fifteen (15) days before the effective date of such termination.

The Grantee shall have the right to terminate this Agreement by giving the Council of Governments written notice of such termination at least 15 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall, at the option of the Council of Governments, become its property. The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

IN WITNESS THEREOF, THE COUNCIL OF GOVERNMENTS AND THE GRANTEE
HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN
ABOVE.

CAPE FEAR COUNCIL OF GOVERNMENTS:

Executive Director

Date

Area Agency on Aging Administrator

Date

Finance Officer

Date

PRE-AUDIT CERTIFICATION STAMP:

GRANTEE:

Brunswick Senior Resources, Inc.

Name of Organization

By: _____


Authorized Lead Agency Official

11-1-17

Date

By: _____

Authorized Official
(County or Organization Providing Matching Funds)

Date

Attachment A

CONFLICT OF INTEREST POLICY

In accordance with G.S. 143-6.1 and related legislation, we, the undersigned entity, have adopted the following policy regarding conflicts of interest:

The undersigned entity is aware that in the process of fund allocation by its management, employees, members of the board of directors or other governing body, instances may arise which have the appearance of a conflict of interest or appearance of impropriety.

In order to avoid conflicts of interest or the appearance of impropriety, should instances arise where a conflict may be perceived, any individual who may benefit, directly or indirectly, from the entity's disbursement of funds shall abstain from participating in any decisions or deliberation by the entity regarding the disbursement of funds.

The undersigned entity recognizes the possibility that it may be the recipient of funds which are allocated consistent with the purpose and goals of its programs. If such allocations are made, the undersigned entity will strive to ensure that funds are expended in such a manner that no individual will benefit, directly or indirectly, from the expenditure of such funds in a manner inconsistent with its programs.

Brunswick Senior Resources, Inc.
Name of Agency

[Signature]
Chairman, Executive Director, or
other Authorized Official

Sworn to and subscribed before me,

This the 1 day of November, 2017.

Jennifer P. Sherman
Notary Public

My Commission expires: 02/18/2021



2018 FUNDING BUDGET FORM

County: Brunswick

Senior Center	Allocation	Required County Match	Total
The Brunswick Center at Shallotte	\$10,939	\$3,646	\$14,585
The Brunswick Center at Southport	\$10,939	\$3,646	\$14,585
The Brunswick Center at Leland	\$10,939	\$3,646	\$14,585