

## **APPENDIX B2 – Standard Assurances, Compliances, and Conditions**

### **STANDARD ASSURANCES, COMPLIANCES, AND CONDITIONS**

The \_\_\_\_\_ (Applicant Agency) understands and agrees that the following assurances, compliances, and conditions are part of the application, and as such become binding subsequent to the award of any funds by the North Central Area Agency on Aging, Inc.

#### **I. OLDER AMERICANS ACT**

The undersigned HEREBY AGREES THAT it will comply with the Older Americans Act of 1965, as amended, all requirements imposed by the applicable DHHS regulations and all guidelines issued pursuant thereto.

As a condition of receipt of funds under this act, each provider shall assure that they will:

- a. Provide NCAAA, in a timely manner, with statistical and other information which NCAAA requires in order to meet its planning, coordination, evaluation and reporting requirements established;
- b. Provide each older person with an opportunity to voluntarily contribute to the cost of the service;
- c. Protect the privacy of each older person with respect to his or her contributions;
- d. Establish appropriate procedures to safeguard and account for all contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. With the consent of the older person or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
- g. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- h. Assist participants in taking advantage of benefits under other programs;
- i. Assure that all services are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources;
- j. Assure that the proposed project intends to satisfy the service needs of older persons with disabilities and severe disabilities.

- k. Assure that persons age 60 or over who are low income, minority, frail, homebound by reason of illness or incapacitating disability, residing in rural areas or otherwise isolated, shall be given priority in the delivery of services; and
- l. Assure that the proposed project intends to place special emphasis on serving older persons with the greatest economic and social need.

## **II. CIVIL RIGHTS ACT OF 1964 (AMENDED TO THE CIVIL RIGHTS ACT OF 1991)**

The undersigned also AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no persons in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from the North Central Connecticut Area Agency on Aging, a recipient of Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by NCAAA, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by NCAAA.

## **III. REHABILITATION ACT OF 1973**

The undersigned also HEREBY AGREES THAT it will comply with the section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

## **IV. CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and subcontracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

## **V. CERTIFICATION OF DRUG FREE WORKPLACE**

The undersigned HEREBY AGREES THAT it will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The undersigned Provider will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  1. The dangers of drug abuse in the work place,
  2. The person's or organization's policy of maintaining a drug-free work place,
  3. Any available counseling, rehabilitation and employee assistance programs, and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide that every employee who works on the proposed project:
  1. Will receive a copy of the company's drug-free policy statement, and
  2. Will agree to abide by the terms of the company's statement as a condition of employment for the project.

## **VI. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION**

The undersigned Provider AGREES THAT it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Provider also agrees to the following:

- a. Employees are treated when employed without regard to their sexual orientation.
- b. A notice stating the above to be posted in conspicuous places available to employees and applicants.
- c. To comply with Connecticut General Statutes 46a-56.

## **VII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The undersigned Provider AGREES it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status,

national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown that such a disability prevents the performance of the work involved. The Provider also agrees to the following:

- a. In all solicitations or advertisements for employees to state “affirmative action-equal opportunity employer.”
- b. A notice stating the above to be posted in conspicuous places available to employees and applicants.
- c. To comply with Connecticut General Statutes 46a-56, 46a-68e, and 46a-68f.

#### **VIII. AMERICANS WITH DISABILITIES ACT OF 1990**

The undersigned Provider states they are familiar with the terms of this Act and are in compliance with said Act.

#### **IX. UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

The undersigned Provider AGREES to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G; Connecticut General Statutes 13a-95a, 4a-60, 4a-62, 4b-95(b), and 32-9e.

#### **X. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

Provider is required to safeguard the use, publication, and disclosure of information on all applicants for, and all applicants who receive, services under the contract in accordance with all applicable federal and state laws regarding confidentiality, including the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the associated regulations, 45 C.F.R. parts 160-164, as may be amended (the “Privacy Rule”) and 45 C.F.R. Section 142.308(a)(2), as may be finalized and amended (the “Chain of Trust” requirement). The Privacy Rule requires written assurances that Provider will appropriately safeguard Protected Health Information (“PHI”). The Chain of Trust provision requires that a contract involving exchange of PHI protect the integrity and confidentiality of the PHI.

#### **XI. AUDIT REQUIREMENTS**

All recipients receiving a combined Agency wide total of federal and/or state funds of \$300,000 or more are required to have a State Single Audit performed by an outside auditor. A copy must be submitted to NCAAA by MARCH 15<sup>TH</sup> following the end of the program period.

Pursuant to the requirements of the Single Audit Act to which NCAAA must adhere, all audits of awards received from NCAAA must be performed in accordance with the Single Audit Act.

#### **XII. PROJECT PERFORMANCE**

The Provider:

- a. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act of 1965, As Amended; the program regulations issued thereto; the policies and procedures established by NCAAA; and the terms and conditions of this application as approved by NCAAA in making an award of funds.
- b. Agrees to identify the source of funding for this project in all publicity materials published

about the project. The following sentence is suggested: “Program is funded in part by the Older Americans Act of 1965, As Amended, through the North Central Area Agency on Aging, Inc.”

- c. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by NCAAA for the project. The applicant agency will be held accountable by NCAAA for all project expenditures, and will ensure that all expenditures incurred by the subcontracting agency(ies) will be in accordance with the cost policies and procedures established by NCAAA, in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with the application.
- d. Agrees to cooperate with NCAAA in its efforts toward developing a comprehensive and coordinated system of services for older persons, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
- e. Agrees that all project records and documents shall be open for public inspection, excluding personnel files and the names of clients.
- f. Agrees to keep records and make reports in such form, and content, and within the time frame required by NCAAA. Specifically included, but not restricted to, are monthly financial reports and data for the National Aging Program Information System (NAPIS). No funds will be released unless the required reports are submitted by their respective deadlines.
- g. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies that individual without the written and informed consent of the individual concerned.
- h. Agrees to maintain such accounts and documents so that the status of funds with the award can be determined expeditiously at any time. This includes the disposition of all funds received from NCAAA, and the nature and amount of all charges claimed against such funds.
- i. Agrees to actively seek qualified older persons for paid positions on the project, and to make provisions for volunteer opportunities for older persons.
- j. Agrees to cooperate and assist in efforts undertaken by NCAAA, the Connecticut Department of Social Services (State Unit on Aging), the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility, and costs of the project.
- k. Agrees to provide for, or participate in, such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
- l. Certifies that the applicant agency has no commitments or obligations that are inconsistent with compliance of these and any other pertinent Federal regulations and policies, and that any other agency, organization or party, which participates in this project, shall have no such commitments or obligations.

- m. Assures that a minimum match as designated by NCAAA on the total approved project cost will be provided.
- n. Certifies that all other potential sources of funding have been exhausted (Community Development funds, etc.) and duplicate use of various Federal funds does not take place.
- o. Agrees that assessment will generally occur quarterly, whether in the form of review of accounting systems, program output evaluations, or other pertinent items.
- p. Agrees that verification of the “Non-Federal Share/Match” of the award/contract by means of “in-kind vouchers” and other cash and in-kind documentation will be reviewed during assessments or periodic reviews. Verification of the total amount for the project year must be available for audit purposes within thirty days after the close of the project year.
- q. Agrees that line item budget adjustments over \$500.00 or 25% of line items, whichever is less, shall not be made without a written request to NCAAA and approval from NCAAA. Any written requests for budget line item changes must be submitted prior to JUNE 1<sup>ST</sup> of the program year.

**CERTIFICATION**

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by NCAAA, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that NCAAA or the United States or both shall have the right to seek judicial enforcement of this assurance.

These assurances, compliances, and conditions are binding on the Recipient of Award, its successors, transferees, and assignees, and the person(s) whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award. Non-compliance of any one or more of the above conditions serves as justification for suspension of financial support of the project by NCAAA.

I, the undersigned named below, hereby swear that I am duly authorized legally to bind the Recipient of Award to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of Connecticut.

Applicant Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_