

ASSURANCES OF COMPLIANCE AND CERTIFICATIONS REQUIRED BY FEDERAL LAW

1. The proposer understands and agrees that the assurances and certifications listed below are part of the proposal and are binding upon the proposer and the conduct of the program subsequent to the award of any contract by the Dancing Sky Area Agency on Aging.
2. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended (*check appropriate box and provide required information*)
 - ☐ The proposer employs fewer than fifteen persons;
 - ☐ The proposer employs fifteen or more persons and, pursuant to section 84.7(a) of the regulation [45 CFR 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulations:

Name and Address of Designee(s) if different from Authorized Official listed below

(IRS) Employer Identification Number

3. The person signing below acknowledges and agrees that: (1) the person signing this document is the authorized representative of the proposer; (2) the signature of the authorized official constitutes an acknowledgement that the proposer has received and reviewed each of the listed assurances and certifications [E.(1) through E.(7)]; (3) the authorized official's signature on this form constitutes a signature on each of the listed assurances and certifications [E.(1) through E.(7)]; and (4) the authorized official certifies that all information on this form and the proposal is complete and correct to the best of the authorized official's knowledge.

Name of Authorized Official

Name of Proposer's Agency/Org.

Title of Authorized Official

Date

Signature of Authorized Official

(1) GENERAL ASSURANCES
AGREEMENT BETWEEN THE PROPOSER AND THE
THE DANCING SKY AREA AGENCY ON AGING (DSAAA)
UPON SUBMISSION OF PROPOSAL

The proposer submits this proposal for a contract under Title III of the Older Americans Act, as amended, in keeping with the provisions of this section and the information provided in the remainder of this proposal.

The proposer HEREBY AGREES:

1. That the program will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the policies and procedures established by the DSAAA, and the terms and conditions of this proposal as approved by the DSAAA in the awarding of the contract.
2. That where subcontracts are proposed for the operating of one or more components of the proposal, and are approved as part of any contract under title, the proposer retains full and complete responsibility for the operation of the program in keeping with the policies and procedures established by the DSAAA for the program. The proposer will be held accountable by the DSAAA for all program 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 the DSAAA, in keeping with the guidelines of the Administration on Aging. A sample subcontract or list of intended subcontract content submitted with this proposal.
3. To cooperate with the DSAAA in its efforts toward developing a comprehensive and coordinated system of services for older adults, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. To provide for or participate in such training as may be necessary to enable paid and volunteer program personnel to perform more effectively.
5. To actively seek qualified older persons for paid positions with the program.
6. To make provisions where feasible for volunteer opportunities for older persons.
7. To cooperate and assist in efforts undertaken by the DSAAA, the Minnesota Board on Aging, the 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 program.
8. That no personal information obtained from an individual in conjunction with the program shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
9. To keep such records and make reports in the appropriate form and containing the appropriate information as may be required by the DSAAA.
10. To maintain accounts and documents which will serve to permit determination at any time of the status of funds within the contract, including the disposition of all monies received from the DSAAA, and the nature and amount of all charges claimed against such funds.
11. To comply with equal employment opportunity and affirmative action principles so that employment practices are based solely on the work related abilities and qualifications of employees and job applications.

Staff are hired, assigned, and promoted without regard to race, color, religion, sex, age, handicap, or national origin.

Also, the proposer HEREBY CERTIFIES that it has no commitments or obligations which 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 program shall have no such commitments or obligations.

**(2) ASSURANCE OF COMPLIANCE WITH SECTION 504
OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The proposer (hereinafter called the "Contractor")

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

Pursuant to section 84.5(a) of the regulation [45 CFR 84.5(a)], the Contractor gives this Assurance in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other Federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for Federal financial assistance that were approved before such date. The Contractor recognizes and agrees that such Federal financial agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear are authorized to sign this Assurance on behalf of the Contractor.

This Assurance obligates the Contractor for the period during which Federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in section 85.5(b) of the regulation [45 CFR 84.5(b)].

(3) ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS

The proposer (hereinafter called the "Contractor")

HEREBY 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 and any amendments thereto) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from the DSAAA a recipient of Federal financial assistance from the Department (hereinafter called "Dept."), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures 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 Contractor by the Dept., this assurance shall obligate the Contractor, 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 Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Dept.

THIS ASSURANCE is 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 Contractor by the Dept., including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representation and agreements made in this assurance, and that the Dept. or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear are authorized to sign this assurance on behalf of the Contractor.

(4) ASSURANCE – NON-CONSTRUCTION PROGRAMS

[OMB Approval No. 0348-0040]

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, contact the DSAAA. Further, certain Federal awarding agencies may require proposers to certify to additional assurances. If such is the case, you will be notified.

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE PROPOSER, I CERTIFY THAT THE PROPOSER:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of program costs) to ensure proper planning, management and completion of the program described in this proposal.
2. Will give the DSAAA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the DSAAA.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a merit system of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–1683, and § 1685–1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101–6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and § 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 or 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable

treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501–1508 and § 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276(a) to § 276(a)-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327–333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires contractors in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the DSAAA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EO 11593) identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469(a)-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this contract.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**(5) CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The Authorized Official of the Proposer's Agency (hereinafter called the "Undersigned") CERTIFIES, to the best of his or her knowledge and belief that:

1. 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 any Federal contract, grant, loan, or cooperative agreement.
2. 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.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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 and not more than \$100,000 for each such failure.

Note: If Disclosure Forms are required, contact the DSAAA.

**(6) CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTIONS**

By signing this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR part 76, CERTIFIES to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant FURTHER AGREES by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**(7) U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS
CONTRACTORS OTHER THAN INDIVIDUALS**

By signing and/or submitting this contract proposal, the proposer is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free workplace Act of 1988 (45 CFR Part 76, Subpart F). The regulations, published in the January 31, 1989, Federal Register, requires certification by proposers that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or government wide suspension or debarment.

The proposer CERTIFIES that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The proposer's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
 - Abide by the terms of the statement; and,
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, D.C. 20230. Notice shall include the identification number(s) of each affected contract;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) *Making a good faith effort to continue to maintain a drug-free workplace, through implementation of paragraphs (a), (b), (c), (d), (e), and (f).*