

STANDARD ASSURANCES

Include one copy of Standard Assurances document with original signature of official from your agency who is authorized to sign contracts.

VENDOR'S STATEMENT
ACKNOWLEDGMENT OF COMPLIANCE WITH
AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT

AGENCY NAME _____

GRANT PROJECT _____

_____ is an affirmative action employer, supportive of, and in compliance with all Federal and State legislative mandates in this regard.

_____ will not knowingly do business with any contractor, subcontractor or supplier of materials who discriminates against members of any protected class.

_____ Signature

_____ Title

_____ Date

STANDARD ASSURANCES

The undersigned applicant agency (grant applicant) submits this application for a contract/grant award under Title III of the Older Americans Act, as amended, and understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by the Southwestern Connecticut Agency on Aging.

It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Southwestern Connecticut Agency on Aging, the Connecticut State Department on Aging, the Administration on Aging and the US Department of Health and Human Services; 2) any changes in the original proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Agency on Aging shall be deemed incorporated into and become a part of this agreement; 3) if funds are awarded, I am authorized to accept the grant and proceed with implementation on October 1; and 4) funds awarded by the Agency on Aging may be terminated at any time for violations of any terms and conditions and requirements of this agreement.

I. OLDER AMERICANS ACT

The undersigned applicant agency AGREES:

1. That the project 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 Agency on Aging, and the terms and conditions of this application as approved by the Agency on Aging in making an award of funds.
2. 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 the Agency on Aging for the project. The applicant agency will be held accountable by the Agency on Aging 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 the Agency on Aging, in keeping with the guidelines of the United States Administration on Aging. Copies of any proposed subcontracts are submitted with this application.
3. To cooperate with the Agency on Aging in its efforts toward developing a comprehensive and coordinated system of services for the elderly by participating in joint planning efforts and other activities mutually agreed upon to meet this goal. All services provided under this award shall be coordinated with other appropriate services in the community and these services shall not constitute an unnecessary duplication of services provided by other sources.
4. 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.
5. To actively seek qualified older persons for paid positions on the project and, wherever possible, to make provision for volunteer opportunities for older persons.
6. With the consent of the project participant or his or her representative, to 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. Also, to assist project participants in taking advantage of benefits under other programs, as appropriate.
7. To cooperate and assist in efforts undertaken by the Agency on Aging, the State Department on Aging, the United States 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.

8. To provide the Agency on Aging, in a timely manner, with statistical and other information which the Agency on Aging requires in order to meet its planning, coordination, evaluation, and reporting requirements.
9. To provide each project participant with an opportunity to voluntarily contribute to the cost of the service; to protect the privacy of each participant with respect to his or her contributions; and to establish appropriate procedures to safeguard and account for all such contributions. No person may be denied any service because they will not or cannot contribute to the cost of the service.
10. To maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Agency on Aging, and the nature and amount of all charges claimed against such funds, and to retain such records for a period of three years after the project period.
11. To identify Title III of the Older Americans Act as the funding source and the Southwestern Connecticut Agency on Aging as the funding agency in all publicity about the program.

II. CIVIL RIGHTS ACT OF 1964 (AMENDED TO THE CIVIL RIGHTS ACT OF 1991) REHABILITATION ACT OF 1973, AS AMENDED AGE DISCRIMINATION ACT OF 1975, AS AMENDED

The undersigned also AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.); and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 CFR Parts 80, 84, and 91) issued pursuant to those titles, to the end that, no person in the United States shall, on the basis of race, color, national origin, handicap, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in admission or access to or treatment or employment under any program or activity for which the Grantee receives Federal financial assistance from Southwestern Connecticut Agency on Aging, Inc., (herein-after called "Grantor"), a recipient of Federal financial assistance from the Department; 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 Grantee by the Grantor, this assurance shall obligate the Grantee, 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 Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

III. CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been expended or will be expended, 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 any of the following covered Federal actions: 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 expended or will be expended 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 of Lobbying Activities," in accordance with its instructions.
3. 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 contracts 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 and not more than \$100,000 for each such failure.

IV. 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 contractor will:

1. 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;
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - The dangers of drug abuse in the work place,
 - The organization's policy of maintaining a drug-free work place,
 - Any available counseling, rehabilitation and employee assistance programs, and
 - Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works on the proposed contract or grant:
 - Will receive a copy of the agency's drug-free policy statement, and
 - Will agree to abide by the terms of the agency's statement as a condition of employment.

V. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

The undersigned 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 contractor also agrees to the following:

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

VI. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The undersigned 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 agency also agrees to the following:

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

VII. AMERICANS WITH DISABILITIES ACT OF 1990

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

VIII. UTILIZATION OF SMALL, MINORITY, AND WOMEN'S BUSINESS ENTERPRISES

The undersigned AGREES to use best efforts consistent with 45C.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.

IX. OFFER OF GRATUITIES

By submission of this application, the undersigned certifies that no elected or appointed official or employee of the contracting agency(ies) or the state of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the grantee, the grantee's agent, or the grantee's employee(s).

X. SUSPENSION OR DEBARMENT

The undersigned certifies that the grantee or any persons (including subcontractors) involved in the administration of Federal and State funds:

1. has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state, or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
2. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses;
3. has not had one or more public transactions terminated for cause or fault; and

Any change in the above status shall be immediately reported to the Agency on Aging.

XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The undersigned AGREES to be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), as appropriate.

XII. SAFEGUARDING OF CLIENT INFORMATION

The undersigned AGREES to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under this contract and comply with all applicable federal and state laws concerning confidentiality.

XIII. SERVICE STANDARDS

The undersigned AGREES to operate the project fully in conformance with all applicable Federal, State, and local fire, health, safety and sanitation and other standards prescribed in law and regulations. Where the State or local public jurisdiction requires licensure for the provision of services, agencies providing such services shall be licensed.

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

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor/grant recipient 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.

Date:

Grantee:

By: _____
Signature of Authorized Official

Name and Title of Authorized Official:

Applicant Agency's Mailing Address: