**NORTHEASTERN ILLINOIS AREA AGENCY ON AGING**

# GRANT ASSURANCES

**FFY2020**

The Applicant Agency agrees to maintain documentation to substantiate all of the following assurance items. Such documentation will be subject to Area Agency on Aging review for adequacy and completeness.

**1. Compliance with Requirements**

The Applicant Agency agrees to administer the Title III grant in accordance with: the Older Americans Act; all applicable statutes passed by Congress and any applicable state or local laws, which do not contradict federal statutes; codified program regulations established by the Department of Health and Human Services, CMS (Centers for Medicare and Medicaid Services), and the Administration on Aging; and all applicable administrative regulations, executive orders, and statutory requirements that govern the administration of federal grants, including adherence to the terms and conditions of the grant agreement with the Area Agency on Aging.

**Administrative Uniform Guidance :**

The federal Office of Management and Budget issued **Uniform Guidance 2 CRF 200** (called the Super Circular) in December of 2013. It applies to awards that begin on or after 12/26/14 and **replaces OMB circulars A110, A122, A-87, A-102 and A-133.** This federal grants guidance attempts to reduce the administrative burden for non-federal entities receiving federal awards while reducing the risk of waste, fraud and abuse. It provides a framework for additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation.

**Follow the link to see Circular 2 CFR 200:**

<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

**2. Timely Notification of Significant Operational Developments**

The Applicant Agency agrees to provide written notice if problems, delays, staffing changes, or other adverse conditions could impair the accomplishment of grant objectives. The notification should include a statement of the actions taken or contemplated by the funded agency, and any assistance needed to resolve the situation.

**3. Cost Allocation Among Funding Sources and Between Administration and Direct Services**

The Applicant Agency has established a written plan detailing the methods employed to allocate costs among the various funding sources, including grant service(s) funded by the Area Agency on Aging.

The Applicant Agency has established and maintains on file a plan detailing the methods employed to allocate costs between administration and Area Agency provided direct services.

**4. Financial Capacity and Level of Effort**

The Applicant Agency certifies it has the financial capacity to deliver services for the duration of the agreement and between the time when service is provided and the time when reimbursement is received. Since reimbursement is not provided until after service is rendered, it could potentially take as long as 120 calendar days from the provision of service before reimbursement for service(s) is received.

**Area Agency** **funds shall supplement, and not supplant, any Federal, State, or local funds expended to provide services under Area Agency on Aging funding agreements.**

**5. Area Agency on Aging Liability for Payment:**

It is expressively understood that the sole liability of the Area Agency is to make

payment from such funds as are made available by the legislator of the State of Illinois and the

Federal government. Obligations of the AAA will cease immediately without penalty of further

payment being required if in any fiscal year the Illinois General Assembly or Federal funding source

fails to appropriate or otherwise make available sufficient funds for this agreement.

Any expenditure for which claim is made that does not meet all applicable Federal/state

requirements, rules and regulations shall be disallowed and shall be the sole responsibility of the

Applicant Agency. The Area Agency will deduct any disallowed costs from payments to the

Applicant Agency and may bring action in the appropriate circuit court for any balance due.

**6. Matching Share**

The Applicant Agency agrees to provide the required non-Federal matching share. Expenditures

used to satisfy the non-Federal share requirement must be related to the purpose of the

funded service and may not be used to meet maintenance of effort or non-Federal share

requirements in other Federal programs, including other sections of Title III of the Older

Americans Act.

7. Program Income

Refers to gross income generated directly by a grant activity. Program income may not be used

to match Area Agency on Aging funding. Program income, which the recipient agency did not

anticipate at the time of the award, will be added to grant resources and used to further eligible

objectives.

**8. NSIP Cash Assistance (Congregate/Home Delivered Meals)**

The Applicant Agency receiving NSIP cash assistance must comply with the following NSIP requirements: meals must meet dietary guidelines as specified in Federal program standards; meals must be served to eligible participants; i.e., **Congregate meals:** this includes individuals who have attained sixty years of age, their spouses, volunteers working at the meal sites and handicapped or disabled individuals who have not attained 60 years of age but reside in housing facilities primarily occupied by the elderly at which congregate nutrition services are provided; **Home Delivered meals:** this includes individuals who have attained sixty years of age and their spouses.

**NSIP cash assistance is to be** **used to** **increase the total number of meals served; shall only be used to purchase United States agricultural commodities and other foods; and shall not be used to off-set program costs or as non-federal matching funds for any other federal program.**

**9. Reporting Requirements**

The Applicant Agency agrees to submit timely, complete, and accurate reports in such form, and containing such information as required, including the purchase and utilization of required software and data transfer bandwidth.

All records and other information about persons receiving services under this Agreement are

confidential and shall be protected from unauthorized disclosure. However, nothing in this

paragraph affects the requirements of Assurance Clause #2. The Applicant Agency agrees to establish and follow such regulations, standards, and procedures as are necessary to meet the requirements on safeguarding confidential information under relevant program regulations.

**10. Area Agency on Aging Prior Approval of Post-Award Changes**

Certain types of post-award changes in budgets and programmatic scope of work require prior written

approval from the Area Agency on Aging. The Applicant Agency agrees to obtain prior written approval

for: budget revisions (as defined in the Area Agency on Aging revision policy); grant period extensions;

changes in Notification of Grant Award match commitments; changes in approved grant scope or

outcomes (even if there is no associated budget revision requiring written prior approval); transfers to a third party, by contracting or any other means, of the actual performance of grant activities; allowability of a caterer to assign or subcontract vendor services; allowability of a caterer to assign payment due under a catering agreement to a third party; nutrition site openings/closings/re-location changes.

**11. Audits:**

**Section 200.501 Audit Requirements** raises the Single Audit threshold from $500,000 in Federal

awards per year to $750,000 in Federal awards per year. A non-Federal entity that expends $750,000 or

more during the non-Federal entity’s fiscal year in federal awards must have a single or program-specific

audit conducted for that year in accordance with 200.501 audit requirements. A non-Federal entity that

expends less than $750,000 during the non-Federal entity’s fiscal year in Federal awards is exempt from

Federal audit requirements for that year, except as noted in 200.503 Relation to other audit

requirements, but records must be available for review or audit by appropriate officials of the Federal

entity, pass-through entity, and Government Accountability Office.

**12. Debarment, Suspension, Ineligibility and Voluntary**

The Applicant Agency certifies by signing these assurances that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

**13. Conflict of Interest**

The Applicant Agency assures that no officer, employee, or other representative of the Applicant Agency is subject to a conflict of interest prohibited under governing Federal administrative regulations and mechanisms are in place to identify and remove conflicts of interest.

**14. Indemnity and Hold Harmless Agreement**

To the fullest extent permitted by law, the Applicant Agency shall indemnify, keep and save harmless the Area Agency on Aging and its agents, officers, and employees, against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Applicant Agency, its employees, or its subcontractors, and the Applicant Agency shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgments shall be rendered against the Area Agency on Aging in any such action, the Applicant Agency shall, at its own expense, satisfy and discharge the same.

**15. Lien Holder: Vehicles**

In the event vehicles are purchased in whole or in part with Area Agency on Aging funds, the Area Agency on Aging reserves the right to be made the lien holder.

**16. Equipment**

For items of equipment having a unit acquisition cost of $1000.00 or more purchased by the Agency under this application, the Area Agency on Aging shall have the right to require transfer of the equipment (including title) to the Area Agency or to an eligible party.

**17. Publications**

Any printed material, press releases, publicity or other materials/digital media for distribution

based upon activities receiving Area Agency on Aging funding must contain an acknowledgement

of that support. Where grant activities result in a book or other copyrightable material, the author

is free to obtain a copyright, but the Area Agency on Aging deserves a royalty-free, non-exclusive

and irrevocable license to reproduce, publish or other use, and authorize others to use, all such

materials.

**18. Service Standards**

The Applicant Agency agrees to fully comply with the applicable Area Agency on Aging Service Standards. The Applicant Agency agrees to provide the units of service to the number of persons specified in the grant agreement. If the units or numbers of persons are less than projected, Area Agency funding may be proportionately reduced.

**19. Public Safety**

The Applicant Agency agrees to establish and maintain on file a plan detailing the methods being followed to ensure that it operates fully in conformance with all applicable Federal, State, and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Applicant Agency provides that where the state or local jurisdictions require licensing, it has been licensed.

**20. Residency/Citizenship**

The Applicant Agency assures that no requirements as to duration of residence or citizenship will

be imposed as a condition of participation in grant services.

**21. Service to Older Persons in Greatest Social or Economic Need**

The Applicant Agency agrees to specify how it intends to satisfy the service needs of low-income

minority older individuals**,** older individuals with limited English proficiency,and older individuals

residing in rural areas in the area served by the provider in **at least the same proportion** as the

population of low-income minority older individuals**,** older individuals with limited English

proficiency, and older individuals residing in rural areas bears to the population of older individuals

of the area served by such provider; and meet specific objectives established by the Area

Agency on Aging for providing services to the above targeted populations.

**22. Voluntary Service Contributions (Program Income):**

Voluntary contributions may be solicited if the method of solicitation is non-coercive.

The Applicant Agency agrees to collect contributions in conformance with federal regulations. The Applicant Agency agrees that service may not be denied because the recipient will not or cannot contribute to the cost of the service. **Contributions can be encouraged at levels based on the actual cost of services for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of services.**

**23. Coordination of Services**

In carrying out the provisions of the Older Americans Act, to more efficiently and effectively deliver services to older individuals, each Applicant Agency shall coordinate Older Americans Act services with other community agencies and voluntary organizations providing the same services. In coordinating the services, the Applicant Agency shall make efforts to coordinate the services with agencies and organizations carrying out intergenerational programs or projects.

**24. Grievance Procedure**

The Applicant Agency aggress to provide a grievance procedure for older individuals who are

dissatisfied with or denied services.

**25. Imminent Danger Notification**

With the consent of the older person, or her/his representative, the Applicant Agency will bring to the attention of the appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

**26. Emergency Preparedness**

The Applicant Agency agrees to coordinate activities, and develop emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

**27. Non-Discrimination**

The Agency shall not discriminate in admission to programs or treatment of employment in compliance with the Illinois Human Rights Act; Federal Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; the Equal Employment Opportunity Act and the United States/State of Illinois Constitutions.

**28. Lobbying**

The Applicant Agency certifies that **no Area Agency on Aging appropriated funds** have been 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 an 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, the extension, continuation, renewal, amendment or modification of any

Federal contract, grant, loan, or cooperative agreement.

**29. Termination**

The Applicant Agency understands that any falsification or concealment of a material fact with regard

to services provided or charges submitted may lead to appropriate legal action and immediate

termination of this Agreement. Payments made for unauthorized services must be repaid and

amounts due for repayment for unauthorized service may be deducted from any amounts due. This

Agreement may be terminated by either party without cause upon thirty-(30) days' written notice.

These assurances are binding on the Applicant Agency, its successors, transferees, and assignees.

FFY2020 Grant Assurances 4/9/2019