ASSURANCES OF COMPLIANCE AND CERTIFICATIONS
REQUIRED BY FEDERAL LAW – Form AoA-441

1. The Title III provider understands and agrees that the assurances and certifications listed below are part of the application and are binding upon the Title III provider and the conduct of the project subsequent to the award of any funds by the Trellis:

2. H(3) Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended (check appropriate box and provide required information)

☐ The recipient employs fewer than fifteen persons:

☐ The recipient 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

____

(IR) Employer Identification Number

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

2023 Title III Assurances
Attachment 1 – Standards and Assurances

Name of Authorized Office

Name of Applicant Agency/Recipient

Title of Authorized Official

Date

Signature of Authorized Official

For Review Only

e-Signatures needed later
A. (I) GENERAL ASSURANCES

AGREEMENT BETWEEN TITLE III PROVIDER AND AREA AGENCY
UPON SUBMISSION OF PROPOSAL

The Title III provider submits this application for an award 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 application.

The applicant agency HEREBY 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 Area Agency, and the terms and conditions of this application as approved by the Area Agency in making an award of funds.

2. That where sub-recipients are proposed for the operating of one or more components of the proposal, and are approved as part of any award of funds under title, the Title III provider retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Area Agency for the project. The Title III provider will be held accountable by the Area Agency 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 Area Agency, in keeping with the guidelines of the Administration on Aging. Copies of the signed sub-recipient agreements will be submitted within 30 days of the start of this agreement.

3. To cooperate with the Area Agency 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.

4. To provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively.

5. To actively seek qualified older persons for paid positions on the project.

6. To make provisions where feasible for volunteer opportunities for older persons.

7. To cooperate and assist in efforts undertaken by the Area Agency, 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 project.

8. That no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written, and informed consent of the individual concerned.
9. To maintain such accounts and documents as will serve to permit determination at any time of the status of funds within the award, including the disposition of all monies received from the Area Agency, and the nature and amount of all charges claimed against such funds.

10. Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency.

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 applicant agency HEREBY CERTIFIES that the Title III provider 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 project shall have no such commitments or obligations.

H(3)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The Title III provider (hereinafter called the “Recipient”):

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 Recipient 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 of other assistance made after such date on applications for Federal financial assistance that were approved before such date. The Recipient 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 Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear are authorized to sign this Assurance on behalf of the Recipient.

This Assurance obligates the Recipient 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)].
H(4)

Assurance of Compliance with Civil Rights

The Title III provider assures (hereinafter called the “Subgrantee”)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and as amended by the Civil Rights Act of 1991 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 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 Subgrantee receives Federal financial assistance from the Department (hereinafter called “Grantor”), 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 Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer or 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 Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

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 Subgrantee by the grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee 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 Grantor or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear are authorized to sign this Assurance on behalf of the Subgrantee.

H(5)

Assurances – 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 awarding agency. Further, certain Federal-awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I CERTIFY THAT THE APPLICANT:
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, 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 awards; 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 present the appearance of personal organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after the recipient of approval of the award agency.

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 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 § 1684-1686), which prohibits discriminates 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; (f) § 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; (g) 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; (h) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (i) requirements of any other nondiscrimination statute(s) which may apply to the application.

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 project purposes regardless of Federal participation in purchases.

8. Will comply with the provision 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.

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 recipients in a special flood hazard area to participate in the program to purchase flood insurance if the total cost of insurable construction 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 project 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 (Clean Air) Implementation Plan under Section 176(c) of the Clean 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).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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 award of assistance.

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 the 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.

H(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.

**H(7)**

**U.S. Department of Health and Human Services Certification Regarding Drug-Free Workplace Requirements – Grantees Other than Individuals**

By signing and/or submitting this application or grant agreement, the grantee 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, require certification by grantees 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

The grantee 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 grantee'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:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (4) 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 grant 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 grant, the employee will:
   (1) Abide by the terms of the statement; and,
(2) 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) 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:

(1) Taking appropriate personnel action against such employee, up to and including termination; or

(2) 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;

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

H(8)

Civil Rights Complaint Procedure

The services, facilities, and benefits of this program are for the use of all older people regardless of race, color, sex, religion, disability, or national origin. Any individual who feels he/she has been denied the opportunity to participate in this program and wishes to file a complaint of discrimination should write to the following office:

Executive Director
Minnesota Board on Aging
PO Box 64976
St. Paul, MN 55164-0976

Your complaint will receive immediate attention; prompt corrective action, as may be necessary, will be undertaken. As complainant, you will be informed of the disposition of your complaint.
2023 Standards and Assurances for the MN NAPIS Data Collection and Reporting System

Standards and Assurances apply to the Area Agencies on Aging and their contractors for the MN NAPIS (National Aging Program Information System) Data Collection and Reporting System. Standards and Assurances shall be updated as needed, with changes clearly marked throughout the document, and alerts sent by the MBA NAPIS Data System staff when changes occur.

The Standards and Assurances were developed based on the National Aging Program Information System Standards mandated by the Administration for Community Living, Administration on Aging, and additional standards developed by the Minnesota Board on Aging (MBA).

Areas of Standards and Assurances:
I. General Information
II. MOU Title III Service Providers and Area Agencies on Aging
III. Operation and Oversight by the Minnesota Board on Aging
IV. NAPIS Data System Reporting Tools
V. Training
VI. Data Integrity
VII. NAPIS Registration Forms
VIII. Annual Agency and Program Additions – Welcome Kit
IX. NAPIS Data System Costs – One Time and Ongoing
X. Ownership of Data

1. General Information
   a. The MBA is required by the federal Administration for Community Living (ACL), Administration on Aging (AoA) to submit an annual NAPIS State Program Report (SPR) on service activities supported all or in part by the Title III and Title VII of the Older Americans Act (OAA). In 2005, state units on aging (SUAs) were directed to follow new NAPIS reporting requirements as a result of the 2000 reauthorization of the OAA, and the creation of the federal National Family Caregiver Support Program (NFCSP). AoA requires SUAs to report counts and characteristics of participants, caregivers, services, expenditures and service provider.
   b. Each Area Agency on Aging (AAA) and its contractors that provide Title III funded services shall strive to provide accurate, comprehensive and timely data regarding the people it services, including:
      1. Data which determines eligibility
      2. Data which indicates targeting services to older individuals with greatest economic and social need and older individuals at risk for institutional placement.

2023 Title III Assurances
II. MOU for Title III Service Provider and Area Agencies on Aging

a. The Memorandum of Understanding establishes protocols for end-users of the Minnesota NAPIS Data Collection and Reporting Program. The current web-based application is the PeerPlace® Program System.

b. The protocols are intended to protect the rights and privacy of Minnesota’s Aging Network clients as well as staff, state and federal staff, contractors, sub-contractors, seasonal employees and volunteers.

c. When registering clients, members of Minnesota’s Aging Network staff, state and federal staff, contractors, sub-contractors, seasonal employees, and volunteers shall implement the following protocols.

1. Use and disclosure of client’s personally identifying information (PII) will only be to the extent necessary to perform the work required to assist the client. Particular emphasis should be placed on restricting disclosure only to those persons who have a defined need in order to perform their work on the client’s behalf.

2. Do not reproduce PII unless specifically permitted by the client or authorized by law.

3. Refrain from disclosing a client’s PII to third parties unless written consent is provided by the client or authorized by law.


5. Each AAA will communicate with MBA staff to request new or additional user authentication information.

6. End-users should work with the AAA designated staff and follow the process of obtaining access to the program.

7. AAA and/or MBA must have a signed and dated PeerPlace® MOU User Agreement before access can be requested and authorized for any new or transferred/changed users.

8. For staff changes and terminations the AAA staff must follow the current process for requesting or changing end user access to the program. If a local AAA staff is not available, end users may contact MBA staff.

9. Promptly, request removal of authentication information for users who are no longer authorized to use the NAPIS Reporting Program. These changes are to be reported to MBA staff.

10. NAPIS Reporting Program is to be used only for the purpose for which they are authorized. Accounts are to be used for Minnesota’s Aging Network activities only and must be managed in an effective, efficient, ethical, and lawful manner. In the text below “users” refer to individuals who use the NAPIS Reporting Program:

11. Users are responsible for protecting any information used and/or stored on or in their accounts.
12. Users are required to report any weaknesses discovered in the NAPIS Reporting Program, which includes any incident of possible misuse or violation of this agreement.

13. Users shall protect their system authentication information (e.g. username and password combinations) and will not share or provide this information to other personnel/people/users.

14. Users shall not purposely engage in activity with the intent to: harass users/clients; degrade the performance of PeerPlace®; deprive an authorized user access to the NAPIS Reporting Program; obtain extra resources, beyond those allocated; circumvent security measures to gain access to the NAPIS Reporting Program for which proper authorization has not been granted.

15. Users shall not download, install or run software or utilities which reveal weaknesses in the security of a system.

III. Operation and Oversight by the MBA

a. MBA shall provide oversight of the statewide NAPIS Reporting Program, including providing guidance and protocols to the AAA for local oversight of Title III Service Providers.

b. MBA shall determine the NAPIS Reporting Program system tools to be used by AAA and Title III Service Providers.

c. Annual site visits to and/or conference calls with the AAA Title III Service Providers shall be conducted by MBA staff.

d. MBA staff shall monitor data in order to accurately assess agency staff performance on a regular basis. The designated AAA NAPIS contact or other management staff at the Area Agency must engage in monthly data monitoring as well, with performance standards to be established at a later date.

e. MBA is responsible for the oversight of the statewide NAPIS Reporting Program (PeerPlace®). Therefore no AAA, agency, provider or user shall add any software, connect any programs/software or make/request changes in reports, programming, operation or any other changes not listed here without the involvement and express permission of MBA.

IV. NAPIS Data System Reporting Tools

a. The NAPIS Data Collection and Reporting Program has the tools to complete federal reporting requirements, produce state level reports, planning and service area level reports and agency level reports.

b. The program also contains the functionality for ad hoc reporting using a robust query protocol.

V. Training

Training standards include the following:
a. MN Specific User Manual is available, listed under support on the left-hand navigation pane of the portal page on PeerPlace®. (April 2019, Version 4)
b. PeerPlace® Training Videos are listed under support, on the left-hand navigation pane of the portal page on PeerPlace®. (list is subject to change and will be updated as needed by MBA)
   1. PeerPlace® Basics (28:15)
   2. Activating/Inactivating Clients (12:50)
   3. Event Profile/Bulk Entry (13:00)
   4. View Builder Basics (8:04)
   5. Reporting Basics (7:40)
   6. Caregiver Program and Linking (6:59)
   7. Bar Code Scanning (7:33)
   8. User Admin Tools (8:28)

The AAA shall ensure that Provider and AAA staff use the training materials developed by PeerPlace® and MBA.

VI. Data Integrity
a. To receive a unit of Title III registered service, a participant must provide name and birthdate to document basic eligibility for program participation. Name and date of birth are also required fields to establish a client record in the NAPIS Reporting Program.

b. Emphasis is placed on the importance of gathering as much information as possible about each participant to enable the Aging Network to have a complete and accurate picture of who we are serving and the frequency of service. Initial needs assessment and reassessment information about individual participants is an important part of the entire registration and reporting system; in this regard, performance standards may be established and monitored on an ongoing basis. A reassessment entails updated responses on the NAPIS registration form information.

VII. NAPIS Registration Forms
a. Blank registration forms will be updated annually to reflect the current Federal Poverty Guidelines. The source of the current registration forms are on the PeerPlace® portal page under Program Tools.

b. Changes or modification so the NAPIS registration forms are not permitted.

VIII. Annual Agency and Program Additions – Welcome Kit
a. New agencies or new programs to be added to existing agencies in the NAPIS Reporting System will be added at the end of each year through completion of a mapping, i.e. welcome kit, template.

b. Establishment of new agencies and programs shall be coordinated by the MBA Operations Unit staff and will take place prior to the beginning of each new contract year.
IX. NAPIS Data System Costs – One Time and Ongoing  
a. The standard annual license cost for an individual user is negotiated annually by the MBA and the NAPIS data system vendor. These costs are allowable and are to be incorporated into the administrative costs of Title III contracts when the agency is providing a Title III service and is required by the Area Agency to track clients and units of service directly into the PeerPlace® NAPIS data system. If there is a change in staff, a new employee can take the place of the previous employee at no charge if the previous employee is removed as a user and replaced by the new employee. If access is stopped for non-payment a reconnection fee is required.  
b. The cost for establishing a new agency in the PeerPlace® NAPIS data system is negotiated each year by the MBA and vendor. This fee will apply even if the agency is not required to track clients and units directly in PeerPlace®, i.e., data entry is done by the Area Agency. The cost for establishing a new program (service) for an agency already established in the PeerPlace® NAPIS data system is also negotiated each year by the MBA and vendor. These costs are allowable and are to be incorporated into the administrative cost of Title III contracts.

XI. Ownership of Data  
a. The data entered and stored in the Minnesota NAPIS Data Collection and Reporting Program is owned by the MBA.  
b. The data will be used by the AAA and the MBA to create statistical reports and may be used by other service providers to help identify other services from which participants may benefit.  
c. This data will not be released to anyone other than the above-mentioned parties in a way that will identify the participant as an individual unless the participant signs a separate consent for that purpose.  
d. This data may not be exported from the NAPIS Data Collection and Reporting Program for use with any other program without written authorization from the MBA.
Appendix C-3: Non-Conflict of Interest Assurance

The Title III provider assures that:

- To the best of its knowledge and belief, unless disclosed in writing to the Trellis, there are no relevant factors or circumstances that could give rise to perceived conflicts of interest; an organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a grantee is unable or potentially unable to render impartial assistance or advice to Trellis, or the Title III provider’s objectivity in performing the work is or might be otherwise impaired or gains an unfair competitive advantage. The Title III provider agrees that, if after a later date an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the Executive Director of Trellis, which will include a description of the action the Title III provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict is determined to exist, Trellis may, at its discretion, modify or terminate the Title III award. If the Title III provider was aware of an organizational conflict and did not disclose the conflict to Trellis, Trellis would have cause to terminate the award.

- If the Title III provider has relationships that create, or appear to create, a conflict of interest with the services delivered under the Older Americans Act is contemplated in the awards with Trellis, the Title III provider will provide a list containing the names of the entities, the relationship and a discussion of the conflict; and

Describe any perceived or actual organizational conflict of interest and describe the action taken to mitigate or eliminate the perceived or actual conflict of interest:
Assurances for Disaster/Pandemic Planning, Implementation and Recovery

Note: This assurance applies to providers that deliver Title III-C2 (Home-Delivered) Nutrition Services.

The Title III provider shall:

1. Develop and maintain a comprehensive Continuity of Operations Plan (COOP) that includes business continuity strategies covering all potential risks that could threaten the business operations of the Title III provider and the operations of its contractors that provide critical services, i.e., Home-Delivered Meals. The risk assessment and the resulting plan shall include responses to natural and man-made disasters and provide a framework for building resilience and the capacity for an effective response that safeguards the interests of the organization’s staff, stakeholders, reputation, and the older adults residing in the Title III provider’s service area. The COOP will be updated and tested at least once each calendar year by the Title III provider. As part of its business continuity plan, the Title III provider will participate with county/disaster/emergency planners in developing emergency responses that accommodate the special needs of people with disabilities and older adults, including (as appropriate):
   a. Notification, warning, and ongoing communication methods/formats such as (1) ability to communicate from alternative sites (e.g., a staff’s home); (2) community methods for alerting citizens – providing information in other formats as needed; and (3) alternative technologies, such as satellite phones, in case of loss of towers or phone lines.
   b. Back-up plan for individual advocacy and assistance for frail/vulnerable persons, delivered from staff’s home or remote sites.
   c. Locating people who are functionally in need of assistance in evacuation.
   d. High-profile (easily accessible) information clearing house for individuals to access emergency information and to report critical problems.
   e. Training for emergency personnel regarding special needs of people with disabilities and older adults, including prosthetic devices, other needed durable medical equipment, oxygen supplies and prescription drugs.
   f. Shelter standards and protocols that ensure assessment of “at risk individuals” and accommodate their functional needs while preserving independence.
   g. Evacuation and shelter protocols regarding (1) maintaining connections between caregivers and care receivers to minimize separation or emotional trauma; and (2) companion animals.
2. Coordinate work with regional Voluntary Organizations Active in Disaster (VOADs), Community Organizations Active in Disaster (COADs), Centers for Independent Living (CILs), hospice, and other community-based organizations to develop and implement emergency response plans.
3. Include older persons in the planning of, implementation of, and drilling for emergency preparations.

4. Develop a service continuity/restoration plan that includes:
   a. Criteria and a plan for shelf-stable nutrition products to meet nutritional/hydration needs of isolated persons in case of a pandemic;
   b. Criteria for identifying “priority” services and contracts (or sub-contracts) with providers that address their ability to continue to provide these key services throughout an emergency;
   c. Providing services to aid in recovery, such as congregate meals transportation, chore, information and assistance, and counseling; and
   d. Submission of the plan as an attachment to title3@trellisconnects.org; the plan will be stored on file at Trellis with other contractual documents.

5. Promote personal disaster plan preparedness by providing information and resources on such preparations to older individuals.


7. Immediately notify the Trellis of any event that takes place within the Title III provider’s service area that has impacted or has a high probability of impacting the business operations of the Title III provider or any of its contractors that provide a critical service to the older adults within the service area. The notification shall include information regarding any response and/or plan activation by the Title III provider or any of its contractors and the details of how critical services will be continued or recovered by the contractor. Send to title3@metroaging.org.

8. Submit an After Action Report within two weeks following the lifting of the emergency declaration which provides a summary of the event with dates, time-lines, details of the actions taken by the Title III provider and its contractors of critical services to mitigate the impact of the event on the Title III provider, the organization, and the older adult residing in the service area and an analysis of the actions taken and of how the response to a future event might be improved.
Minnesota Board on Aging

Certificate Regarding Lobbying

For state of Minnesota grant contracts over $100,000

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 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 31 U.S.C. §1352. 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.

________________________
Organization Name

________________________
Name and Title of Official Signing for Organization

By: ________________________

Signature of Official

________________________
Date

This information is available in accessible formats for individuals with disabilities by calling 651-431-3612 or by using your preferred relay service. For other information on disability rights and protections, contact the agency’s ADA coordinator.
Minnesota Board on Aging

State of Minnesota – Affirmative Action Data Page-Grant RFP

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes, section 363A.36) certification requirement, and provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

Section A: For companies that have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Section B.

Your response will be rejected unless your business:

- has a current certificate of compliance issued by the Minnesota Department of Human Rights (MDHR) – or –
- has submitted an affirmative action plan to the MDHR, which the department received prior to the date the responses are due.

Place an check in front of one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current certificate of compliance issued by the MDHR. Proceed to section C. Include a copy of your certificate with your response.
- We do not have a current certificate of compliance. However, we submitted an affirmative action plan to the MDHR for approval, which the department received on _________________ (date). Proceed to Section C.
- We do not have a certificate of compliance, nor has the MDHR received an affirmative action plan from our company. We acknowledge that our response will be rejected. Proceed to Section C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

1. Please note: Certificates of compliance must be issued by the Minnesota Department of Human Rights. Affirmative action plans approved by the federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

Section B: For those companies not described in Section A

Place an check in front of the statement below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to Section C.

Section C: For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

NAME OF COMPANY: ____________________________________________

DATE: _______________________

AUTHORIZED SIGNATURE: _______________________________________

TELEPHONE NUMBER: ___________________________________________

PRINTED NAME: ________________________________________________

TITLE: _______________________________________________________

For assistance with this form, contact: Minnesota Department of Human Rights, Compliance Services

Mail: The Freeman Building, 625 Robert Street North, Saint Paul, MN 55155 Twin Cities metro: 651-296-5663; toll free: 800-657-3704 Website: http://mn.gov/mdhr/ Fax: 651-296-9042 TTY: 651-296-1283 Email: compliance.mdhr@state.mn.us
This information is available in accessible formats for individuals with disabilities by calling 651-431-3612 or by using your preferred relay service. For other information on disability rights and protections, contact the agency’s ADA coordinator.
STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION
Required by state law for ALL bids or proposals that could exceed $100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- [ ] Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- [ ] Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on ________________ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- [ ] Attached is our current Workforce Certificate issued by MDHR.
- [ ] We certify we are in compliance with federal affirmative action requirements.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- [ ] We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: ________________________________ Date ________________________________

Authorized Signature: ________________________________ Telephone number: ________________________________

Printed Name and Title: ________________________________ Email: ________________________________

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services


Email: compliance.mdhr@state.mn.us  TTY: 651-296-1283
APPENDIX B14: E-Verify Certification Form

Effective July 21, 2011, state law mandates that contracts “for services valued in excess of $50,000 must require certification from the vendor and any subcontractors that, as of the date services on behalf of the state of Minnesota will be performed, the vendor and all subcontractors have implemented or are in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the state of Minnesota.”

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at http://www.dhs.gov/e-verify.

By signing relevant solicitation responses and contracts, a vendor is certifying compliance with the statutory requirement with respect to its own business. Additionally, prior to the initiation of services, a vendor must obtain written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for prime contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

CERTIFICATION (In accordance with Minn. Stat. §16C.075)

By the date of the performance of services, the company shown below will have implemented or will be in the process of implementing the E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: ____________________________________________________________

Authorized signature: _________________________________________________________

Printed name: ______________________________________________________________

Title: ________________________________________________________________

Date: ______________________________________________________________

Telephone Number: ________________________________________________________

E-mail address: ____________________________________________________________

AREA AGENCY ON AGING
Minnesota Board on Aging

Disclosure of Funding Form-Grant RFP

Per the Federal Funding Accountability and Transparency Act of 2006 “Transparency Act” or “FFATA” (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101).

The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards and delivery orders.

To comply with the federal statute, the Minnesota Board on Aging is required to obtain and report by the grantee’s Data Universal Numbering System (DUNS) number; determine if grantee meets specific requirements that would require additional reporting items; and collect additional information on executive compensation if required. Respond by answering the following questions:

Grantee DUNS Number (Required):

Grantee Name:

In the preceding fiscal year:

1)  ☐ Yes  ☐ No (Select one) Did you receive 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

2)  ☐ Yes  ☐ No (Select one) Are those revenues greater than $25 million or more annually?

3)  ☐ Yes  ☐ No (Select one) Does the public not have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986?

If you answer “yes” to all of the top questions, provide the following information:

1. Project Description (should capture the overall purpose of the award)

2. Place of performance (including congressional district)

3. Name and compensation of top five executives

This information is available in accessible formats for individuals with disabilities by calling 651-431-3612 or by using your preferred relay service. For other information on disability rights and protections, contact the agency’s ADA coordinator.
Title III Provider Authorization for Out-of-State Travel

The Title III provider must receive prior approval for out-of-state travel if the provider wants MAAA to reimburse any of the expenses for the trip. This form and the applicable budget must be submitted for each out-of-state trip to title3@trellisconnects.org at least 30 days before travel begins.

<table>
<thead>
<tr>
<th>NAME(S)</th>
<th>TITLE</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTURE DATE</td>
<td>RETURN DATE</td>
<td>DATE OF REQUEST</td>
</tr>
</tbody>
</table>

NAME OF EVENT – SPONSORED BY

LOCATION, DATE(S), AND TIME(S) OF EVENT

MODE OF TRAVEL

- Air
- Private Automobile
- Rail
- Bus
- Other

Justification of Trip

(Complete questions on 2nd page of this request and attach a copy of conference agenda)

<table>
<thead>
<tr>
<th>Itemized cost of trip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Air Fare (round trip)</td>
</tr>
<tr>
<td>2. Lodging</td>
</tr>
</tbody>
</table>

SIGNATURE OF TRAVELER DATE

Nights at Per night $ 0.00

SUPERVISOR SIGNATURE DATE

3. MEALS (# of meals) up to $36 per day, except for high cost metro area $44

AAA AUTHORIZATION DATE

4. Registration fee

5. Other (specify) __________

TOTAL ESTIMATED COST: $ 0.00

Approved for an amount not to exceed:

Not approved because:
## Justification of trip

(Explain in detail)

1. Why is the request for a meeting or training session essential to the conduct of the Title III provider's business?

2. What would be the ramification to the Title III provider if the travel did not occur?

3. Is participation in this meeting or training session available through video conference or conference call? If yes, explain why this is not being utilized.

4. Is the documentation for meeting or training session request sufficient?

5. If the public or another agency reviewed the documentation, would they conclude that the trip was essential? If yes, why is it essential?

6. What steps have been taken to ensure the costs associated with this travel request have been kept to a minimum?

7. What reports and/or workshops will be generated as a result of this trip?

8. When an outside organization (defined as third party) agrees to pay all or a portion of an employee's travel expenses, designate how payment will be processed (choose one):
   - The third party will pay vendors directly (e.g. travel agency (airfare) and or lodging facility.
   - Title III provider will incur the expense and be reimbursed by third party.
   - Employee will first incur expenses and be reimbursed by third party.

9. If more than one person is traveling, please provide justification to support more than one staff person in attendance at the meeting/conference.
Guidance for the Use of Electronic, Fillable NAPIS forms by Older Americans Act Title III Providers in Minnesota

March 30, 2021

Providers of registered Title III Services in Minnesota are required to attempt to collect data from recipients using a National Aging Programs Information System (NAPIS) form (the recipient may choose not to provide the information, but the provider must request it). The NAPIS forms to be used by Title III providers in Minnesota are made available for providers to download from PeerPlace, the Web based tool used by Title III providers to report data about people served.

Historically, the NAPIS forms available through PeerPlace have been provided in .pdf format, but have not been electronically "fillable." The only way for the forms to be completed was for them to be downloaded, printed, and completed by hand. A business process model of the way non-fillable .pdf versions of the NAPIS form have been used is attached to this guidance document as Attachment A.

Recently, the Minnesota Board on Aging has made fillable .pdf NAPIS forms available for download from PeerPlace. This means that the electronic form can be downloaded from PeerPlace and saved on a local computer, and can then be completed by typing data into the fields on the form and saving the completed form. This guidance document is intended to explain how fillable NAPIS forms can be appropriately used by Title III providers.

Scenario #1:

A provider staff person requests that a recipient provide NAPIS data to them over the telephone. In this scenario, a staff person downloads a copy of the fillable form, fills in the data they collect from the recipient, gives the Tennyson warning over the phone and indicates that they have done so on the paper form, and saves the completed form in a secure location on their local network.

Scenario #2:

A consumer downloads a fillable copy of a NAPIS form that has been posted on a provider’s Web site, or a consumer receives a fillable copy of a NAPIS form via email from the provider. In this scenario, the consumer may complete the NAPIS form on his/her computer, then transmit a copy of the completed form to the provider using the provider’s secure email or a secure hyperlink on the provider’s Web site. The provider would receive the completed form and save it in a secure location on their local network.
Definitions:
“Secure email” – An email system which uses end-to-end encryption, meaning that the message is encrypted at the source, unreadable while in transit, and decrypted at the end point.

“Secure local area network” – A local area network which is configured to ensure that data stored on that network can only be accessed by authenticated users and is protected from external intrusion.

“Secure hyperlink on the provider’s Web site” – A means for uploading files to the provider’s Web site utilizing secure sockets layer (SSL) encryption or for sharing files using the secure file transfer protocol (SFTP).

If Title III providers choose to use fillable .pdf NAPIS forms, they must ensure that they are following these guidelines:

1. Provider organization staff must use only the fillable NAPIS forms posted on PeerPlace. NAPIS forms may not be altered in any way.

2. Provider organization staff must never use their personal electronic devices to collect or save NAPIS data about a consumer.

3. **Provider organization staff must never ask a consumer to email a completed NAPIS form to the provider organization using unsecure email.**
   - If the provider organization wishes to have the completed form emailed to them by the consumer, the provider organization must provide a secure mechanism for the consumer to transmit the completed NAPIS form (secure email or a secure hyperlink on the provider’s Web site) to the provider’s local area network. This is because regular email is not secure, meaning that the consumer’s data could be intercepted by hackers in transit.
   - In the event that the consumer chooses to send their information via regular email, the provider must:
     i. Promptly save the consumer’s information to the provider’s secure local area network.
     ii. Delete the email from the providers’ regular email system.
     iii. Not respond to the message that contains the NAPIS form
     iv. Create and send a blank new email to confirm receipt of the NAPIS form.

4. Provider organizations may obtain electronic signatures from consumers on NAPIS forms as long as they follow all other guidelines outlined in this document.
5. Provider organization staff must never electronically transmit NAPIS forms containing consumer data outside the organization’s secure network, unless they use a secure file transfer option.

6. Provider organizations must continue to adhere to all aspects of the current year’s Standards and Assurances for MN NAPIS Data Collection and Reporting System. Area Agencies on Aging must require that Title III providers who choose to use fillable electronic NAPIS forms complete and return the “Provider Assurances” form (included in this document as Attachment A) before they begin using fillable electronic NAPIS forms.

References:
- Standards and Assurances for MN NAPIS Data Collection and Reporting System.
- Operations manual for Area Agencies on Aging
- Information Memorandum #30-09: Senior Nutrition Data and Targeting Guidelines
- Information Memorandum #27-10: Title III Registered Supportive Services Data Guidelines
- Minnesota Government Data Practices Act, MN State Statutes Chapter 13
Older Americans Act Title III Provider Assurances for use of Fillable NAPIS Forms

Name of Area Agency on Aging (AAA): Trellis

Name of Title III Provider Organization: ________________________________

The Minnesota Board on Aging has made fillable electronic NAPIS forms available for providers to use when providing Title III services. Providers are not required to use fillable electronic NAPIS forms, but if they choose to do so, they must commit to adhering to the guidelines listed below. A signed copy of this document must be provided to the AAA(s) with which the provider has a contract to provide Title III services if they intend to use fillable electronic NAPIS forms with the people they serve.

1. Provider organization staff must use only the fillable NAPIS forms available on PeerPlace. They may not alter the forms in any way.

2. Provider organization staff shall not use a personal electronic device to collect or save NAPIS data about a consumer.

3. Provider organization staff will not request a consumer to email a completed NAPIS form to the provider organization using unsecure email.

   • The provider organization must provide a secure mechanism for the consumer to transmit the completed NAPIS form (secure email or a secure hyperlink on the provider’s Web site) to the provider’s local area network.

   • In the event that the consumer chooses to send their information via regular email, the provider must:

     i. Promptly save the consumer’s information to the provider’s secure local area network.

     ii. Delete the email from the providers’ regular email system.

     iii. Not respond to the email that contains the NAPIS form

     iv. Create and send a blank new email to confirm receipt of the NAPIS form.

4. Provider organizations may obtain electronic signatures from consumers on NAPIS forms as long as they follow all other guidelines outlined in this document.

5. Provider organization staff must never electronically transmit NAPIS forms containing consumer data outside the organization’s secure network, unless they use a secure file transfer option.
6. Provider organizations must continue to adhere to all aspects of the current year’s Standards and Assurances for MN NAPIS Data Collection and Reporting System.

By signing this document, the Title III provider organization named above certifies that it will adhere to all guidelines on this checklist when using fillable electronic NAPIS forms.

________________________________________  __________________________
Signature of Authorized Representative                  Date