

**ASSURANCES OF COMPLIANCE AND CERTIFICATIONS  
REQUIRED BY FEDERAL LAW AND THE MN BOARD ON AGING**

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

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

\_\_\_\_\_  
(IRS) Employer Identification Number

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

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Name of Proposer's Agency/Org.

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

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

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

The proposer HEREBY AGREES:

1. That the program will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the policies and procedures established by the DSAAA, and the terms and conditions of this proposal as approved by the DSAAA in the awarding of the contract.
2. That where subcontracts are proposed for the operating of one or more components of the proposal, and are approved as part of any contract under title, the proposer retains full and complete responsibility for the operation of the program in keeping with the policies and procedures established by the DSAAA for the program. The proposer will be held accountable by the DSAAA for all program expenditures; and will ensure that all expenditures incurred by the subcontracting agency(ies) will be in accordance with the cost policies and procedures established by the DSAAA, in keeping with the guidelines of the Administration on Aging. A sample subcontract or list of intended subcontract content submitted with this proposal.
3. To cooperate with the DSAAA in its efforts toward developing a comprehensive and coordinated system of services for older adults, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. To provide for or participate in such training as may be necessary to enable paid and volunteer program personnel to perform more effectively.
5. To actively seek qualified older persons for paid positions with the program.
6. To make provisions where feasible for volunteer opportunities for older persons.
7. To cooperate and assist in efforts undertaken by the DSAAA, the Minnesota Board on Aging, the Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the program.
8. That no personal information obtained from an individual in conjunction with the program shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
9. To keep such records and make reports in the appropriate form and containing the appropriate information as may be required by the DSAAA.

10. To maintain accounts and documents which will serve to permit determination at any time of the status of funds within the contract, including the disposition of all monies received from the DSAAA, and the nature and amount of all charges claimed against such funds.
11. To comply with equal employment opportunity and affirmative action principles so that employment practices are based solely on the work related abilities and qualifications of employees and job applications. Staff are hired, assigned, and promoted without regard to race, color, religion, sex, age, handicap, or national origin.

Also, the proposer HEREBY CERTIFIES that it has no commitments or obligations which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this program shall have no such commitments or obligations.

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

The proposer (hereinafter called the "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 or 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)].

**(3)**  
**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS**

The proposer (hereinafter called the "Recipient")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45

CFR Part 80 and any amendments thereto) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the DSAAA a recipient of Federal financial assistance from the Department (hereinafter called "Dept."), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

#### (4)

#### **ASSURANCE – NON-CONSTRUCTION PROGRAMS**

##### **[OMB Approval No. 0348-0040]**

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of program costs) to ensure proper planning, management and completion of the program described in this proposal.
2. Will give the DSAAA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the DSAAA.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a merit system of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–1683, and § 1685–1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101–6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and § 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 or 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501–1508 and § 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C § 276(a) to § 276(a)-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C § 327–333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the DSAAA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EO 11593) identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469(a)-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this contract.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**(5)**

**CERTIFICATION REGARDING 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.

**(6)**  
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
**RECIPIENTS OTHER THAN INDIVIDUALS**

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

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
- The dangers of drug abuse in the workplace;
  - The proposer's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
- Abide by the terms of the statement; and,
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, D.C. 20230. Notice shall include the identification number(s) of each affected contract;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- Taking appropriate personnel action against such an employee, up to and including termination; or
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) *Making a good faith effort to continue to maintain a drug-free workplace, through implementation of paragraphs (a), (b), (c), (d), (e), and (f).*

## (7)

### CIVIL RIGHTS COMPLAINT PROCEDURE

#### **Civil Rights Policy**

The services, facilities and benefits of this program are for the use of all older people regardless of race, color, creed, religion, national origin, sex, disability, use of public assistance, or sexual orientation.

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  
Elmer L. Andersen Human Services Building  
PO Box 64976  
St Paul, MN 55164-0976

Your complaint will receive immediate attention and prompt corrective action as may be necessary will be undertaken. As complainant, you will be informed of the disposition of your complaint as soon as possible.

#### **Complaint Resolution Policy**

It is the policy of this agency to provide service to all persons without regard to race, color, creed, religion, national origin, sex, disability, use of public assistance, or sexual orientation.

The same requirements are applied to all and there is no distinction in eligibility for or in the manner of providing services.



All persons and organizations having occasion either to refer persons for services or to recommend our services are advised to do so without regard to race, color, creed, religion, national origin, sex, disability, use of public assistance, or sexual orientation.

The person designed to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, Older Americans Act of 1965, Minnesota Human Rights Act of 1989, and the Americans with Disabilities Act of 1990 and amendments thereto is:

Name: \_\_\_\_\_ and can be reached at \_\_\_\_\_.

*\*Hearing impaired persons are requested to access this number through Minnesota Relay at 711.*

*\*NOTE: This, or an equivalent policy statement, should be officially adopted and made immediately effective. A non-discrimination statement must be included in brochures, patient handbooks, newsletters, employee handbooks, and any advertising in the Yellow Pages, local newspaper, radio, TV, etc. A copy should be given to each individual and organization that refers persons to you, and it should be conspicuously posted in your facility and that of providers and sub-grantees (including sites for service delivery).*

## (8) 2020 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

### **I. 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.

## 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.
  4. Adhere to privacy and security standards provided through the Minnesota Government Data Practices Act. <https://www.revisor.mn.gov/statutes/?id=13>
  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.

**XI. 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.

**XII. 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.

**XIII. 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.

**XIV. Data Integrity**

- n. 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.
- o. 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.

**XV. 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 to the NAPIS registration forms are **not** permitted.

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**(9)****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 AAA, 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 provider is unable or potentially unable to render impartial assistance or advice to the AAA, or the Provider's objectivity in performing the work is or might be otherwise impaired or gains an unfair competitive advantage. The 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 the AAA, which will include a description of the action the Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict is determined to exist, the AAA may, at its discretion, modify or terminate the Title III award. If the Provider was aware of an organizational conflict and did not disclose the conflict to the AAA, the AAA would have cause to terminate the award.
- If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in the award or any of its other grant and contract awards with the AAA, the Provider will provide a list containing the names of the entities, the relationship and a discussion of the conflict.
- Describe any organizational or potential conflict of interest and describe the action:

**(10)**  
**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 AAA 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 159d) 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

**Why does the state require insurance from vendors and contractors and users of state property?**

Vendor and contractor insurance protect the state and its contractors. When a vendor or contractor performs work for the state without insurance, the state can be held liable for their negligent acts, thus assuming their liability. This is also applicable in regards to users of state property that are not under state contract.

In addition to protecting the state, insurance protects the assets of vendors and contractors and users of state property. Although the Commissioner of Administration establishes minimum insurance requirements, all vendors and contractors, large and small, and users of state property should realize that their liability is not limited to the amount of insurance they purchase. *Vendors and contractors, like any private entity or individual, have unlimited liability.* They are not protected by the state's tort cap. It is also important to realize that there is no correlation between the cost of the contract and the liability exposure stemming from a contractor's work.

**Who must meet the state's insurance requirements?**

Vendors and contractors must meet the state's insurance requirements before commencing work, and the insurance must be maintained in force and effect throughout the term of the contract. Property users must meet the insurance requirements before accessing state property and the insurance must be maintained until the property is vacated.

**What are the current minimum insurance requirements?**

The current minimum levels of insurance required from vendors and contractors are:

Line of Insurance	Current Minimum Limits Required
General Liability	\$2 Million per occurrence/\$2 Million annual aggregate
Auto Liability	\$2 Million combined single limit
Professional Liability	\$2 Million per claim/\$2 Million annual aggregate
Workers' Compensation	\$100,000/\$500,000/\$100,000

The above insurance levels are minimum requirements. Larger limits may be warranted for some contracts, depending on the nature of the work. For state property users, required insurance lines are based on how the property will be used.

To protect the state, insurance limits must be at least as large as the state's liability, which is currently \$500,000 per person and \$1.5 million per occurrence. Since insurance policies are typically sold in \$1 million increments, the state increased the required limits from \$1 million to \$2 million.

**Who decides the level of insurance required on state contracts? On what authority?**

MN Statute 16C.03 provides that the Commissioner of Administration shall make all decisions regarding acquisition activities. According to M.S. 16B.85, subd. 3, the Commissioner is also responsible for

reviewing the state's exposure to potential risks and advising affected entities on reducing risk and prudent fiscal management.

**Was the fact that higher limit requirements can drive up costs, potentially excluding small vendors and contractors, considered when setting the higher limits?**

Since insurance requirements are included in Requests for Proposals, vendors and contractors are aware of the requirements prior to bidding and can include the cost of insurance in their bid. Insurance is a cost of doing business, just like other business expenses incurred by vendors and contractors that are typically incorporated in their bids. The state would much rather pay a known premium as part of the bid price than suffer a loss of unknown magnitude as a result of vendor or contractor negligence.

(11)

**TITLE III PROVIDER/AAA AUTHORIZATION FOR OUT-OF-STATE TRAVEL**

Title III Providers must receive prior approval for out-of-state travel if the Provider wants the AAA 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 [judi@nwrdc.org](mailto:judi@nwrdc.org) at least 30 days before travel begins.

Name(s)		Title(s)	Phone Number(s)
Departure Date		Return Date	Date of Request
Name of Event – Sponsored By			
Location, Date(s), and Time(s) of Event			
Mode of Travel <input type="checkbox"/> Air <input type="checkbox"/> Private <input type="checkbox"/> Automobile <input type="checkbox"/> Rail <input type="checkbox"/> Bus <input type="checkbox"/> Other			
<b>Justification of Trip</b> (Complete questions on 2 <sup>nd</sup> page of this request and attach a copy of conference agenda)		<b>Itemized Cost of Trip</b>	
		1. Air Fare (round trip)	\$XXX.XX
Provider Employee	Date	2. Lodging ____ Nights at \$____/Night	\$XXX.XX
Provider Director	Date	3. Meals ____(# of meals) up to \$36/day, except for high cost metro area \$44	\$XXX.XX



AAA Authorization	Date	4. Registration Fee	\$XXX.XX
		5. Other (Specify) _____.	\$XXX.XX
		TOTAL ESTIMATED COST:	\$XXX.XX
		Approved for an amount not to exceed:	\$XXX.XX

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 Providers business:
2. What would be the ramification to the 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): <input type="checkbox"/> The third party will pay vendors directly (e.g. travel agency (airfare) and or lodging facility). <input type="checkbox"/> AAA will incur the expense and be reimbursed by third party. <input type="checkbox"/> 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.