**CONTRACT TEMPLATE *(DO NOT SUBMIT THIS template or any of its Attachments or Exhibits WITH YOUR PROPOSAL. THIS IS FYI ONLY)***

**Title-III Contract Template Language**

This Agreement is made as of this 1st day of October, 2020, by and between the **DIRECTION HOME AKRON CANTON ("AGENCY")** and \_\_\_\_\_\_\_\_\_\_\_\_\_ ("PROVID­ER"). The Term of this Agreement commences October 1, 2020 and ends September 30, 2021 (the “Term”). This Agreement is made for the purpose of providing either advances or reimbursement by the Agency to the Provider for services rendered by the Provider to eligible clients in accordance with the terms of this Agreement.

**SAMPLE**

 WHEREAS, Agency is authorized by the Ohio Department of Aging (“ODA”) to receive and disburse Agency Funds and to monitor the expenditure of such funds to assist in the provision of social services to persons aged sixty (60) or older; and

 WHEREAS, Provider is qualified to assist in meeting the human service and social needs of persons aged sixty (60) or older in order to promote independent living and thereby reduce unnecessary institutionalization; and

 WHEREAS, Provider is required to deliver services purchased with Agency Funds and such other funds as described in Section II of this Agreement throughout the entire Term of this Agreement.

 NOW, THEREFORE, in consideration of the foregoing and other mutual promises herein contained, the parties hereto agree as follows:

I. Program Service Information

A. During the entire Term of this Agreement, the Provider agrees to use Agency Funds to provide Congregate Meal service subject to the Conditions of Participation (COP) and Service Specifications (if applicable) as described in the attached **Exhibit A** \_\_\_\_\_\_\_\_ County.

B. The unit of service for meals is one **Home Delivered Meals.** The estimated total number of units of service to be provided during the Term of this Agreement year (based on the amount of the grant award) is **\_\_\_\_\_\_\_.**

C. The Provider estimates the total number of un-duplicated persons to be served during the Term of this Agreement is **\_\_\_\_\_\_\_\_** of whom the provider estimates the following number of persons will fall into each respective category (Provider should complete this section based on the amount of the grant award):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Low-Income** | **Aged 75 or older** | **Minority** | **Low-Income Minority** | **Rural** |
|  |  |  |  |  |

 When using Older Americans Act funds, the provider will focus on those consumers with the greatest economic & social need.

D. Meals must comply with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and provide to each participating older individual a minimum of 33-1⁄3 percent of the Dietary Reference Intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, if the project provides one meal per day.

E. Providers will have the ability to accommodate person-direction on the part of the consumer. Person direction allows consumers to decide what is best for themselves from a range of viable options.

1. Congregate Meals: Giving consumers options between dining formats, locations, and times; allowing consumers to enjoy multi-generational dining; giving consumers options between entrées at each mealtime; and giving consumers options between one entrée and the sides that accompany it and at least one other entrée and the sides that accompany it (even if consumers exchange entrées or sides between two or more complete meal options) are examples of possible ways to offer person direction to consumers through congregate nutrition projects.
2. Home-delivered Meals: Giving consumers options between delivery formats (e.g., warm, frozen, chilled), options between delivery times (e.g., morning, afternoon), and options between delivery frequencies (e.g., per-meal delivery, periodic delivery); options between entrées at each mealtime; and options between one entrée and the sides that accompany it and at least one other entrée and the sides that accompany it (even if consumers exchange entrées or sides between two or more complete meal options) are examples of possible ways to offer person direction to consumers through home-delivered meals programs.

F The provider will comply with all applicable provider obligations and elements specified in Ohio Department of Aging regulations OAC 173-3 and 173-4 (see Attachment A)

II. Budget

The Provider estimates that Revenues will be as follows (Provider should complete this section based on the amount of the grant award):

|  |  |  |  |
| --- | --- | --- | --- |
| **B. Projected Expenditures** | **Amount** | **C. Projected Revenue** | **Amount** |
| 1. Personnel
 | $  | 1. Agency Funds
 | $  |
| 2. Travel | $  | 1. Project Income\*
 | $  |
| 3. Equipment/Supplies | $  | 1. Cash Match
 | $  |
| 4. Other | $  | 1. In-Kind Match
 | $  |
| 1. Other+
 | $  | 1. Other
 | $  |
| + additional category solely to balance expenditures vs revenue due estimates being based on *requested* amount rather than actual allocation. | 1. USDA Reimbursement\*\*
 | $  |
| **Total** | **$**  |  **Total** | **$**  |

 \* Project In­come figure is based on the Provide­r's projected amount of client donations.

 \*\* The USDA funds are based on the number of meals served and the meal reimbursement rate established solely by the USDA. As such, any variations between planned meals and meals actually served will be reflected in the USDA reimbursement amount.

1. During the Term of this Agreement, Agency Funds will be made available to the Provider in an amount not to exceed **$\_\_\_\_\_\_** , contin­gent upon the Agency's receipt of said Agency Funds from ODA and subject to the terms and conditions as stated herein. These funds (“Agency Funds”) will come from Title III-B CFDA# 93.044, Title III-C CFDA #93.045, Title III-E CFDA #93.052, Title III-D CFDA #93.043, NSIP # CFDA 93.053, Farmer’s Market CFDA #10.576 (from the U.S. Department of Health and Human Services United States Department of Agriculture passed through ODA) Senior Community Services Block grant funds and State Alzheimer Respite funds from the State of Ohio passed through ODA.

III. Earning and Disbursing Funds

A. The unit of service reimbursement rate is **$ \_\_** based on the grant proposal submitted by the provider.

B. Agency Funds are earned by Provider upon satisfaction of all of the following condi­tions:

1. Upon expending local match per Section II.C.4 &.5 of this Agreement; and

2. Upon providing units of service in accordance with **Exhibit A** to persons age sixty (60) years or older; and

3. Upon submission of such reports as required by the Agency documenting the provision of such service; and

4. Upon submission of such reports as required by the Agency and ODA for reporting specific client data for the NAPIS (National Aging Program Information Systems) Program; and

5. Upon Provider being in compliance with all of its duties and obligations under this Agreement.

C. Agency Funds will be paid to the Provider monthly either through an advance or on a reimburse­ment basis contin­gent upon such Agency Funds being received by the Agency. The Agency will advance or reimburse in any one month no more than 1/12th of the Agency Funds payable to Provider under this Agreement, except for good cause with appropriate documentation. Subsequent advances will be appropri­ate­ly adjusted. The Agency will identify the source of funds on all advances or reimbursements. The Agency reserves the right to change the source of funds retroactively.

D. If necessary, periodic adjustments may be made by the Agency in amounts and at intervals to be determined by the Agency in its sole discretion in order to recon­cile the differ­ence between the disbursement of Agency Funds to the Provider and the earning of such Agency Funds by the Provider.

E. The Agency will review all earnings under this Agreement after six (6)-months. The Agency reserves the right in its sole discretion to reduce the current annual allocation level under this Agreement after the six (6)-month review if there are under-earnings. In that event, the Agency may reallocate these Agency Funds for any allowable purpose.

F. Provider agrees to return and remit to the Agency all Agency Funds not earned upon demand of the Agency.

G. The provider shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code and to allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under section 315(b) of the Older Americans Act.

IV. Financial Reporting

A. The Provider shall submit required OMB A-133 reports if applicable.

B. One copy of the OMB A-133 report(s) shall be submitted to the Agency no later than one hundred-eighty (180) days from the Provider's year end.

C. Periodically the Agency may have an independent auditor (hired by the Agency) review Provider's records pertaining to Older Americans Act Funds and/or Senior Community Services Block Grant funds in order to produce its audited statements.

D. Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider.

E. If Provider is required to complete an A-133 audit by another funding source, a copy of said audit shall be submitted to the Agency.

V. Control Policies

A. The Agency shall at all times have the right to inspect sites, products, procedures and plans of the Provider for the purpose of determining compliance with the terms of this Agreement and all applicable Federal, State and Local Laws, regulations and established guidelines of any kind. The Agency shall at all reasonable times have the right to access and audit any and all books, documents, and records, financial or otherwise, pertinent to the provisions of this Agreement.

1. The Provider under­stands it will be monitored periodically by a representa­tive or representatives from the Agency and/or the ODA. The monitor­ing will determine whether the Provider's activities and obliga­tions are being carried out as specified by this Agreement. Monitoring activities may include, but are not limited to, on-site obser­va­tion, inter­views of staff, review of the Provider program books, documents and records, unit of service verification and the utilization of special tests, assessment devices and rating scales. The Agency reserves the right to make final determination of the monitoring methods and activities to be used and the informa­tion to be reviewed and collected. Adequate measures will be taken by the Agency to insure that records of a confidential nature will not be compromised. It shall be the respon­sibility of the Provider to obtain written releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. Such releases shall permit authori­zed Agency representatives to examine said personal informa­tion for evaluation and monitoring purposes.
2. The Provider agrees that if it is operating a congregate meal site under this Agreement, and it does not plan on operating said site beyond the end of the Term of this Agreement, the last day of the Term of this Agreement shall be deemed to be the date of a proposed site closing and the Provider agrees to follow Direction Home Akron Canton Nutrition Policy #610.00, Policy #3 relative to a site closing. Failure to follow said policy may be taken into account by the Agency in awarding future contracts to Provider.
3. The provider shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code and to allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under section 315(b) of the Older Americans Act.
4. If the provider agreement regards a service that is reimbursed by Older Americans Act funds, the provider has a right to appeal a decision on the provider agreement based on Rule 173-3-09 of the Administrative code; and the AAA may terminate the agreement without obligation if ODA determines, through the appeals process or through monitoring, that the provider agreement was entered into inappropriately.

VI. Applicable Federal, State and Local Laws Regulations and Establis­hed Guidelines

A. The Provider shall conform to the requirements of all ap­plicable federal, state and local laws, regulations and established guidelines, which are incorporated by reference herein, including, but not limited to:

1. Older Americans Act of 1965, as amended;

2. Civil Rights Act of 1964, as amended;

3. Section 504 of the Rehabilitation Act of 1973, as amend­ed;

4. Age Discrimination Act of 1975, as amended;

5. Federal Labor Standards Act of 1938, as amended;

6. Age Discrimination in Employment Act of 1967, as amended;

7. Americans with Disabilities Act of 1990, as amended;

8. Drug Free Work Place Act of 1988, as amended;

1. OAC 173:3:1-13 (Criminal Background Checks), as amended;
2. ODA Policies 409.00 Program Income; 409.01 Program Income: Participant Contributions; 409.02 Program Income: Fiscal Management, as amended;
3. State and local health, fire, safety, zoning, building and sanita­tion codes;
4. Direction Home Akron Canton Nutrition Policy #610.00;
5. Health Insurance Portability Act of 1996 (HIPAA), as amended; and
6. Federal Circulars A133, A110 & A122, as applicable.

B. Any provider who is a mandatory reporter shall immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation.

C. The Provider shall require all subcontractors to conform to the foregoing requirements in all subcontracts for work or services provided pursuant to this Agreement hereunder.

D. Provider shall not use or disclose any information systems, records or other protected health information (45 CFR 160 and 164 (A) and (E) made available to it by the Agency for any purpose other than to fulfill its obligations under this Agreement. Further, Provider agrees to comply with all applicable Federal and State confidentiality laws, including without limitation, The Health Insurance Portability Act of 1996 (HIPAA), as amended, and all other regulations applicable to the program(s) under which this Agreement is funded.

 1. The Provider shall not from use or disclose any information concerning a consumer for any purpose directly associated

 with the provision of services, unless the provider has documentation of the consumer's consent to do so.

2. The Provider shall not use or disclose any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

 E. The provider shall store consumer records in a designated, locked storage space.

F. Any amendments to laws, rules, or regulations cited in the provider agreement will result in a correlative modification to the provider agreement without the necessity of executing a written amendment.

VII. Affirmative Action, Equal Employment Opportunities, Section 504,­ Handicapped Accessibility Requirements

A. The following posters and notices will be prominently dis­played at Provider's main office:

1. EEO policy statement
2. EEO posters
3. Job vacancies
4. Training sessions available
5. Discrimination complaint procedures

B. The Provider shall furnish the Agency with an annual update of its Affirmative Action Plan at its annual on-site monitoring visit.

C. The Provider shall furnish the Agency with a Section 504 Accessibility survey within ninety (90)- days after signing this Agreement.

VIII. Insurance

A. The Provider shall secure and maintain at least the following minimum amounts of insurance:

1. General liability insurance, including, but not limited to, contractual liability, products liability and personal injury liability insurance, with combined limits for bodily injury and/or death and property damage in the amount of not less than $500,000 per occurrence/$1,000,000 in aggregate.

2. Automobile liability insurance with limits of at least $500,000 on a combined single-limit basis, for bodily injury and property damage, for all owned, leased, hired, borrowed and non-owned vehicles. If the Provider does not own a vehicle, then Non-Owned & Hired Automobile Liability Insurance must be purchased under the General Liability Policy.

3. Workers’ Compensation Insurance.

B. The insurance required under this Agreement shall extend to all Provider subcontractors and shall cover the acts and/or omissions of employees, subcontractors, and agents of, and volunteers working for, the Provider or subcontractors working for the Provider.

C. The Provider shall have the insurance described above in full force and effect prior to the provision of services under this Agreement. Insurance meeting the requirements of this Section VIII shall be maintained throughout the Term of this Agreement. ***The Provider shall certify this by signing Exhibit B.***

D. Liability insurance required under this Agreement (except medical professional liability) shall name the Agency as an additional insured and shall contain a provision that requires at least a thirty (30)-day written notice to the Agency prior to any cancellation or termination. Provider shall deposit a Certificate of Insurance and a Certificate evidencing Workers' Compensation coverage with the Agency prior to the provision of services under this Agreement. If renewal of such insurance occurs during the Term of this Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the Agency within thirty (30)-days of said renewal.

IX. Indemnification

The Provider shall defend, indemnify and hold the Agency, its employees, agents, trustees and officers harmless from any and all claims, demands, damages, suits, judgments, awards, costs, liabilities, fines, penalties, and expenses (including, but not limited to, attorneys' fees and court costs), arising from, result­ing from or attributable to the performance or nonperformance of the obligations under this Agreement by the Provider, its employees, agents, trustees, officers, subcontractors and/or volunteers, acting alone or with others, excepting only those matters or occurrences caused solely by the gross negligence of the Agency, its employees or agents.

X. Modification

This Agreement may be modified only by a writing signed by both parties.

XI. Records and Documents

The provider shall retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the AAA and ODA and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years. If a record is monitored or audited, the provider shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years, until the latter of:

(A) Three years after the date the provider receives payment for the service;

(B) The date on which ODA, the AAA, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled; or,

(C) The date on which the auditor of the state of Ohio, the inspector general, or a duly-authorized law enforcement official concludes an audit of the records and any findings are finally settled.

XII. Breach

If, in the opinion of the Agency, the Provider has materially failed to comply with any of the terms of this Agreement, including, but not limited to, the terms contained in **Exhibits A or B** **,** or the terms requiring the Provider to provide the Agency with documents, records, reports or certificates, or if the Provider has failed to correct audit findings from audits done either pursuant to this Agreement or prior Agreements between the parties, or if the Provider has materially failed to comply with quality assurance standards in providing services hereunder, the Agency shall deliver to the Provider by certified mail, return receipt requested, a written notice detailing the nature of the failure or of the noncompliance, as the case may be. If Provider has not taken corrective action or made arrangements to take corrective action satisfactory to the Agency, in its sole discretion, within ten (10) working days of receipt by Provider of the written notice, the Agency, at its sole option, and notwithstanding anything herein to the contrary, may impose either or both of the following remedies:

(a) the withholding of the payment of funds to the Provider; or

(b) the immediate termination of this Agreement.

1. Termination.

 This Agreement may be terminated by either party for any reason whatsoever upon sixty (60)-days prior notice to the other party.

1. Assignability

Neither the Agency nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent of the other party. The Agency and the Provider each bind themselves, their successors and assigns to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the Agency or the Provid­er.

XV. Public Recognition of Agency Support

Provider agrees to give public recognition of Agency support by placing the Agency logo in all Provider publicity and facilities (i.e., property, vehicles, nutrition sites and senior centers). For printed literature (i.e., stationary, newsletters, annual reports, brochures, flyers, posters, etc.) either the Agency logo or the following statement shall be included: **"Financial Support Provided in Part by Direction Home Akron Canton".**

1. The Agency recognizes the organizations listed on **Exhibit C** as Community Focal Points.
2. The Provider agrees to prominently display the Long-Term Care Ombudsman/Elder Rights Poster.
3. Contract Transitions

Upon renewal of this contract, if the new contract is not signed by the first day/date of the proposed contract period, this signature indicates the Provider’s intent to comply with all rules and regulations herein throughout the proposed contract period, back to and including the first day of the new contract.

1. The provider shall cooperate with the AAA and ODA, to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the president of the United States declares that the provider's service area is a disaster area.
2. Certification Regarding Department Suspension, Ineligibility and Voluntary Exclusion Pursuant to 45 CFR Part 76 Lower Tier Transactions

The provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

1. Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

IN WITNESS WHEREOF, the parties hereto have affixed their signa­tures.

**Exhibit A**

The provider shall comply with rule 173-3-06.1 of the Administrative Code, if providing an adult day service; rule 173-3-06.2 of the Administrative Code, if providing a chore service; rule 173-3-06.3 of the Administrative Code, if providing a home maintenance, modification, or repair service; rule 173-3-06.4 of the Administrative Code, if providing a homemaker service; rule 173-3-06.5 of the Administrative Code, if providing a personal care service; rule 173-3-06.6 of the Administrative Code, if providing a transportation service; rule 173-4-05 of the Administrative Code, if providing a meal service; rule 173-4-06 of the Administrative Code, if providing a nutrition consultation service; rule 173-4-07 of the Administrative Code, if providing a nutrition education service; rule 173-4-08 of the Administrative Code, if providing a nutrition health screening; or rule 173-4-09 of the Administrative Code, if providing a grocery shopping assistance service.

The regulations for Title-III (Older Americans Act) programs can be found on (and printed from) the

Ohio Department of Aging website

<https://aging.ohio.gov/Rules#71491-older-americans-act>

<https://aging.ohio.gov/Rules#71492-older-americans-act-nutrition-program>

It is understood that the monitoring process has inherent limitations which may not allow all program irregularities to be identified. Providers are responsible for operating and delivering services within the respective program’s specifications and standards. *The failure of the Agency to identify undetected irregularities in no way absolves the Provider of the obligation to deliver service in accordance with prescribed regulations.*

The Provider verifies the understanding on the part of the Provider organization that the Provider organization will document the service units delivered, based on the unit of service definition, will report only allowable service units, and will bill only for services which have been documented and delivered

RULE UPDATES

***Important Note*:** **The provider is obligated to remain current on all rules and regulations governing their participation in AAA/ODA programs.** It is not the responsibility of the Direction Home Akron Canton to notify the provider of rule changes.

It is strongly suggested that providers subscribe to the Ohio Department of Aging website at <http://www.aging.ohio.gov/subscribe/> to receive email notifications when rules are being reviewed or revised. Go to the sign-up page of their website at <http://aging.ohio.gov/subscribe/> and enter your email address in the box about half way down on the left side of the page, then click “Go.”  You’ll then have the option of selecting which mailing lists you want to join.  Select the one for “Rules Review and Comment Process.”  Once subscribed you should receive mail notices about any upcoming rule changes. This will allow the provider to offer public input into the regulatory process, as well as keeping the provider current with the most recent edition(s) of the various rules.



**Direction Home Akron Canton**

**Attachment B**

CARE COORDINATION Home Care Provider Agreement

October 1, 2020 to September 30, 2022

|  |  |
| --- | --- |
| **PROVIDER:** | *Provider Name* |
|  |  |  |  |  | ***Unit Rate (in $ dollars)*** |
| **SERVICE** | **SERVICE UNIT** | **PORTAGE** | **STARK** | **SUMMIT** | **WAYNE** |
| Adult Day Service | 1 Day |  |  |  |  |
| Adult Day Service – Transportation | One-Way Trip |  |  |  |  |
| Adult Day Service – Transportation | Round Trip |  |  |  |  |
| Chore | Job\* |  |  |  |  |
| Education – Group | Hour |  |  |  |  |
| Education – Individual | Hour |  |  |  |  |
| Emergency Response System | 1 Month |  |  |  |  |
| Emergency Response System – Installation | 1 Installation |  |  |  |  |
| Emergency Response System – 2nd PHB | 1 month |  |  |  |  |
| Home Delivered Meals | 1 Meal |  |  |  |  |
| Home Delivered Meals – Special /Therapeutic | 1 Meal |  |  |  |  |
| Homemaker | 15 Minutes |  |  |  |  |
| Minor Home Modification, Maintenance, Repair | Job\* |  |  |  |  |
| Personal Care Service | 15 Minutes |  |  |  |  |
| Social Work/Counseling | 15 Minutes |  |  |  |  |
| Transportation – Medical | 1 Trip\* |  |  |  |  |

*Note: \* A unit rate of $1.00 indicates a per-bid or per-item service. The rate will be paid at the price quoted by the provider and accepted by the PAA.*

**Direction Home Akron Canton**

 **Care Coordination Services Agreement**

Attachment C

***October 1, 2020 to September 30, 2022***

The Provider agrees to secure and maintain evidence in their records of at least the following minimum amounts of insurance:

1. General Liability including contractual liability, products liability, and personal liability with combined limits for bodily injury and/or death and property damage in the amount not less than $500,000 per occurrence/$1,000,000 in aggregate with the Direction Home Akron Canton, 10B, Inc. named as an additional insured; and

2. Automobile liability insurance with limits of at least $500,000 on a combined single limit basis for bodily injury and property damage for all owned, leased, hired or non-owned vehicles; and

3. Workers’ Compensation Insurance

The Provider shall make available to the Agency and/or ODA evidence of such coverage at the regularly scheduled monitoring visit.

**I certify that to the best of my knowledge that (Provider) has secured and will maintain the minimum amounts of insurance as outlined above throughout the entire term of this agreement.**

**SAMPLE**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *signature date*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *typed name and title*

,

**Direction Home Akron Canton**

**Care Coordination Services Agreement**

**Exhibit D**

**PSA 10B COMMUNITY FOCAL POINTS**

Direction Home Akron Canton

1550 Corporate Woods Pkwy, Suite 100

Uniontown, OH 44685

United Way 2-1-1

703 S. Main St.

Akron, OH 44311

First Call for Help

126 N. Prospect St.

Ravenna, OH 44266

Community Information Center of United Way

332 2nd St. NW

Canton, OH 44702

United Way of Wooster’s Info Link

215 S. Walnut St.

P.O. Box 548

Wooster, OH 44691

**ASSURANCE OF COMPLIANCE**

**WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The undersigned, hereinafter called the "Provider", **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 C.F.R. 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, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives Federal financial assistance from the Direction Home Akron Canton (hereinafter called the "Agency"); 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 Provider by the Agency, this assurance shall obligate the Provider, or in the case of any transfer of such property, and 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 Provider for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Provider for the period during which the federal financial assistance is extended to it by the Agency.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **SAMPLE** |  |  |  |
| *Provider* |  | *Date* |
|  |  |  |  |  |  |
|  |  | *President, Chairman, or comparable authorized official* |
|  |  |  | *Title* |  |

Typed Address of Provider:

|  |  |  |
| --- | --- | --- |
|   |  |  |
|  |  |  |
| ,  |  |  |

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**ASSURANCE OF COMPLIANCE**

**WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Provider") **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 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.5(a)], the Provider 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 Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

This Assurance obligates the Provider 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 84.5(b) of the regulation [45 C.F.R.84.5(b)].

**The recipient: [check (a) or (b)]**

a. ( ) employs fewer than fifteen persons;

b. ( ) employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45 C.F.R.84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the Health and Human Services regulations:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Name of Designee(s) – Type or Print*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Name of Provider – Type or Print Street Address or P.O. Box*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(IRS) Employer Identification Number City, State, Zip*

**SAMPLE**

**I certify that the above information is complete and correct to the best of my knowledge.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Signature Date*

END OF CONTRACT TEMPLATE