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

**Care Coordination Contract Template Language**

This agreement (“Agreement”) is made as of this 1st day of October, 2020 by and between Direction Home Akron Canton **("AGENCY")** and Provider Name **("PROVIDE­R")**. The term of this Agreement commences October 1, 2020 and ends September 30, 2022 (the "Term"). This Agreement is made for the purpose of provid­ing reimbursement by the Agency to the Provider for Care Coordina­tion Home Care Services provided to eligible Care Coordination Home Care patients in accordance with the terms of this Agreement.

**SAMPLE**

This Agreement is for the provision of goods or services paid with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging (“ODA”). ODA, in turn, allocated the federal funds to the Agency. The Agreement is subject to federal laws and rules, state law and ODA’s rules.

WHEREAS, The Care Coordination Program (“Program”), run by the Agency, utilizes the Agency Funds, as defined below, to arrange for goods and services available through the Program targeting consumers with the greatest economic and social needs with particular attention to consumers who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.

WHEREAS, the goal of the Care Coordination system is to implement the following three (3) system components: uniform assessment tool; client tracking via a management information system; and the use of care managers for the most complex community-based care cases;

WHEREAS, Agency is authorized by the Ohio Department of Aging (“ODA”) to receive and disburse Agency Funds and to monitor the expenditure of such Agency funds to assist in the provision of Care Coordination Home Care services to persons aged sixty (60) or older or persons of any age with Alzheimer’s Disease and related disorders; and

WHEREAS, Provider is authorized to utilize Agency Funds to assist in meeting the health and human service needs of persons aged sixty (60) or older or persons of any age with Alzheimer’s Disease and related disorders in order to promote independent living and thereby reduce unnecessary in­stitutionaliza­tion; and

WHEREAS, Provider is required to deliver services purchased with Agency Funds according to the provisions 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. The Provider agrees to adhere to the Conditions of Participation and Service Specifications for Care Coordina­tion Service Providers described in the attached **Exhibit A**.

B. During the entire Term of this Agreement, the Provider agrees to use Agency Funds to provide the services in the geographic areas, and at the unit rates for the defined units delineated in the attached **Exhibit B.** 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.

II. Earning and Disbursing Funds

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

1. Upon the Provider providing units of services in accordance with **Exhibit A and Exhibit B** to eligible persons; and

2. Upon the Agency receiving from Provider **within sixty (60) days from the last day of the month in which service is provided** such reports as required by the Agency documenting the provision of such service; and

3. 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/or SAMS reporting system; and

4. Upon expending USDA funds for the sole purpose of purchasing foods of United States origin (for home-delivered meal services only); and

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

B. Agency Funds will be paid to the Provider monthly on a reimburse­ment basis contingent upon all the foregoing conditions having been met and *contingent upon the Agency's receipt of said funds from ODA*. The Agency will reimburse the Provider for all authorized units of service delivered to eligible persons in accordance with and as describ­ed in the attached **Ex­hibit A and Exhibit B**.

C. **The Agency will not pay Provider invoices received by the Agency later than sixty (60) days from the last day of the month in which service is provided.**

D. 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.

III. Financial Reporting

A. The Provider will be required to submit Care Coordination Program specific or total agency financial statements (unaudited) upon request. These statements will be based on the Provider’s fiscal year.

B. Periodically the Agency may have an independent auditor (hired by the Agency) review Provider's records pertaining to Older Americans Act Funds, Senior Community Services Block Grant Funds and/or Alzheimer Respite Funds in order to produce its audited statements. Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider.

C. Care Coordination Service Contracts will complete a Unit of Service Verification per the following if requested by the Agency:

1. The Unit of Service Verification shall be performed by an independent CPA firm. The CPA will follow the Agency's "Unit of Service Verification Guide for Agreed-Upon Procedures under Purchase of Service Contracts".
2. The Provider is responsible for paying all fees associated with the Unit of Service Verification. A copy of the Unit Audit Report is to be submitted to the Agency by the date designated by the Agency**.**

IV. Control Policies

A. 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 after the Provider receives a payment for goods or services. 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:

(1) Three years after the date the Provider receives payment for the service;

(2) 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,

(3) 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.

B. The Agency shall at all times have the right to inspect the 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 right to audit any and all books, docu­ments, and records, financial or otherwise, pertinent to the provisions of this Agreement.

C. The Provider will be monitored periodically by a represe­ntative or representa­tives from the Agency and/or ODA. The monitor­ing will determine whether the Provider's activities 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 releases of infor­ma­tion from each program par­ticipant for any personal information found in the recor­ds, data, files, etc., main­tained by the Pro­vider. The release shall permit authorized Agency representa­tives to examine said personal information for evaluation and monitoring purposes.

D. The Provider shall store consumer records in a designated, locked storage space. If the Provider retains consumer’s records electronically, the Provider shall store the records in a password-protected file.

E. The Provider shall notify the AAA of any significant change that may necessitate a reassessment the service needs of a consumer in a care-coordination program no later than one day after the provider is aware of a repeated refusal to receive services; changes in the consumer's physical, mental, or emotional status; documented changes in the consumer's environmental conditions; or, other significant, documented changes to the consumer's health and safety. If “one day after” falls on a weekend or legal holiday, as defined in section 1.14 of the Revised Code, the deadline is extended to the day immediately following “one day after” that is not on a weekend or legal holiday.

F. The Provider shall notify the AAA and the consumer in writing of the anticipated last day of service to a consumer in a care-coordination program no later than thirty days before the anticipated last day of service, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the consumer; serious risk to the health or

safety of the Provider; the consumer's decision to discontinue the service; or a similar reason why the Provider is unable to notify the AAA thirty days before the anticipated last day of service. The Provider shall also notify the consumer how he/she he or she may reach a long-term care ombudsman. If the thirtieth day falls on a weekend or legal holiday, as defined in section 1.14 of the Revised Code, the deadline is extended to the day immediately after the thirtieth day that is not a weekend or legal holiday.

G. The Provider is prohibited from using or disclosing 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.

H. The Provider is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

1. The Provider shall comply with the database reviews and criminal records check requirements under section 173.394, 173.38 of the Revised Code and Chapter 173-9 of the Administrative Code. If the Providers is self-employed, the Agency shall review databases and check criminal records of the Provider according to section 173.381 of the Revised Code and Chapter 173-9 of the Administrative Code. Division (B)(1) of section 109.572 of the Revised Code requires the bureau of criminal identification and investigation to include sealed criminal records in its criminal records report for criminal records checked conducted under sections 173.38 and 173.381 of the Revised Code.

J. If a federal, state, or local government regulatory authority prohibits the Provider from providing the goods or services required by the Agreement, the Provider shall notify the Agency of the disciplinary action and the Agency shall, simultaneous to the date of the regulatory authority’s disciplinary action, deem the Provider to be ineligible to be paid with Older Americans Act funds for providing goods or services to the consumers. The provider shall return any funds received for providing services, if the provision of the services did not comply with the Administrative Code, the Revised Code, or any other law that regulates the provider or the services provided.

K. The provider has the right to appeal a decision the Agency takes against the Provider agreement as per 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.

V. 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 Fair 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 Policy 409.00 Program Income, 409.01 Program Income: Participant Contributions, 409.02 Program Income: Fiscal Management; and

11. State and local health, fire safety, zoning and sanita­tion codes.

12. Health Insurance Portability Act of 1996 (HIPAA), as amended.

B. The Provider shall immediately notify local adult protective services program in accordance with section 5101.63 of the Revised Code 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 hereunder.

VI. Affirmative Action, Equal Employment Opportunity, 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 (as required by law)

3. Job vacancies

4. Training sessions available

1. Discrimination complaint procedures

B. The Provider shall furnish the Agency with an annual update of its Affirmative Action Plan during the regular 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.

VII. Insurance

A. The Provider shall secure and maintain at least the following types of insurance, as well as the specified minimum limits:

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, or 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 VII shall be maintained throughout the Term of this Agreement. ***The Provider shall certify this by signing Exhibit C.***

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.

VIII. 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 and expenses (including, but not limited to, attorneys' fees) 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, agents, trustees, or officers.

IX. Modification

This Agreement may be modified only by a writing signed by both parties. Any amendments to the laws, rules or regulations will result in correlative modification to the Agreement without the necessity of executing a written amendment.

1. Records and Documents

All records and documents relating to this Agreement shall be retained by the Agency and the Provider for at least three (3) years from the date of termination of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) -year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) -year period, whichever is later. Client and fis­cal records must be available for audit or inspection upon re­quest by the Agency, the ODA and/or the Administration on Aging. Docu­ments retained by the Provider must include, but are not limited to, the client care plan, service authorization form and actual visit reports.

XI. 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 **Exhibit A, Exhibit B or Exhibit C**, 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 thereof, the Agency, at its sole option, and notwithstanding anything herein to the contrary, may impose any or all of the following sanctions:

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

1. the immediate suspension of the referral of clients to the Provider;
2. the immediate transfer of clients to other Providers; or
3. the immediate termination of this Agreement.

XII. 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 from 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.

XIII. 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.

XIV. The Agency recognizes the organizations listed on **Exhibit D** as Community Focal Points.

XV. 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.

XVI. 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.

Upon renewal of this contract, if the new contract is not signed by the first day/date of the new 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.

**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.**

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*Signature Date*

END OF CONTRACT TEMPLATES