



PROPOSAL AGREEMENT AND ASSURANCES
UPON SUBMISSION OF PROPOSAL
BETWEEN APPLICANT AGENCY
AND
SENIOR RESOURCES OF WEST MICHIGAN

The applicant agency, _____, submits this application for a funding award in accordance with the provisions of this Agreement and the information provided in the grant packet of this application. The applicant agency understands and agrees that the following provisions are part of the official application and as such, become a binding contract component upon the conduct of the project subsequent to the award of any funds by Senior Resources of West Michigan.

The applicant agrees:

1. That the program service(s) will be carried-out in accordance with the policies and procedures established by Senior Resources of West Michigan and the terms and conditions of this application as approved by Senior Resources of West Michigan in making an award of funds.
2. That where the applicant proposes utilizing subcontractors for the operation of one or more components of the proposal, the applicant agency retains full and complete responsibility for the operation of that component in keeping with the policies and procedures established by Senior Resources of West Michigan. The applicant agency will be held accountable by Senior Resources of West Michigan for all program service 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 Senior Resources of West Michigan, in keeping with the guidelines of the federal granting agency. Copies of the proposed subcontracts are submitted with this application.
3. That the grant will be used to provide services in the project area only to those who are age 60 and over (kinship caregiving to those age 55 and over) with preference given to those in greatest economic and social need with attention to low-income minority individuals. That a means test will not be used to determine eligibility, deny or limit service to older persons.
4. That the Contractor does, in fact, have the capacity to collect and maintain both program and financial records, and can comply with the deadlines established by Senior Resources for the submission of required information and reports, including but not limited to:
 - a. Quarterly financial and program reports due by the 10th day of the month following the quarter end (Jan. 10, Apr. 10, July 10 and Oct. 10)
 - b. Participant registration and service units reports for the National Aging Program Information System (NAPIS) no less than by the 10th of each month following the quarter end (Jan. 10, Apr. 10, July 10 and Oct. 10)
5. To work cooperatively with all Senior Resources funded organizations to connect seniors to available funded activities and services through referral process, information sharing and outreach efforts.
6. To establish and implement procedures for obtaining views of participants about the service they receive.
7. To continue to initiate efforts to obtain support from private sources and other public organizations for services funded under this application.
8. To provide each older person with a free and voluntary opportunity to contribute to the cost of the service; protect the privacy of each older person with respect to his or her contribution; establish appropriate procedures to safeguard and account for all contributions; and agrees to use all contributions to expand the services funded under this application.
9. That no participant will be denied service because they will not or cannot contribute to the cost of the service.
10. To cooperate with Senior Resources of West Michigan in its efforts toward developing a comprehensive and coordinated system of services for the elderly by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
11. To provide for or participate in such training as may be necessary to enable paid and volunteer personnel to perform more effectively.

12. To actively seek qualified older persons for paid positions and to make provision for volunteer opportunities for older persons.
13. That a personnel policy manual and code of ethics policy exists, and copies are distributed to all staff. Further that the manual is in compliance with state and federal employment and labor laws.
14. To cooperate, allow access to records, and assist in efforts undertaken by Senior Resources of West Michigan, the Adult & Aging Services Agency to the Aging, Health & Human Services/Administration on Aging, or any other agency or organization duly authorized by any of the preceding to assess, monitor or evaluate the effectiveness, feasibility, and costs of the project.
15. **To maintain the security and privacy of all protected health information obtained from an individual in a manner consistent with the Health Insurance Portability and Accountability Act (HIPAA)** and that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
16. Agrees to sign a Business Associates Agreement for HIPAA compliance with Senior Resources and when applicable will provide participants with a copy of Senior Resources' Notice of Privacy Practices.
17. To maintain accounts and documents that will permit determination at any time of the status of funds within the award, including the disposition of monies received from Senior Resources of West Michigan, and the nature and amount of charges claimed against those monies.
18. **To comply with: 1) Title VI of the Civil Rights Act of 1964; Elliott-Larsen Civil Rights Act, P.A. 1976 453, as amended; 2) Americans with Disabilities Act (P. Law 101-336) of 1990; 3) Michigan Handicappers Civil Rights Act, P.A. 1976 as amended; 4) Federal Rehabilitation Act of 1973, P.A. 98-112, 87 Stat. 394, Section 504.** That Contractor agency 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 part which participates in this project shall have no such commitments or obligations.
19. **To comply with the Drug-Free Workplace Act of 1988, Public Law 100-690; and 45 CFR Part 76,** which prohibits the manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace.
20. **That the applicant agency and/or any of its principles is not debarred and/or suspended from receiving federal funds and the applicant agency and all its principles will comply with 45 C.F.R. §74.13** by certifying that the applicant agency and its principals ARE NOT debarred and/or suspended from receiving federal funds.
21. **To comply with the Non-Utilization of Federal Funds for Match Purposes, Section 21.8f (1) and (2) of the Older Americans Act of 1965** as amended, which states:
 - a. Non-federal resources used to match other Federal funds may not be used to match Title III funds.
 - b. Federal cash or Federal in-kind resources acquired during current or prior years may not be used to match funds provided under Title III unless otherwise specifically authorized by Federal Statute. Furthermore, Section 22.6c (2)(f) indicates: Non-federal resources shall be accepted as part of the grantee's match or cost sharing only when they are not borne by the Federal government directly under any other program.
22. **Assures that all persons involved** will be trained on and become familiar with Michigan Adult & Aging Services Agency's minimum standards (including the general standards and specific service standards) for each of the proposed services.

I hereby covenant that this applicant will comply with all the above stated requirements (Items 1-20). I recognize and agree that any approved financial assistance will be extended based on agreements made herein and that Senior Resources of West Michigan shall have the right to seek enforcement of this agreement.

Agency Director

Date

Chairperson, Board of Directors

Date

Project Coordinator/Director

Date