

## ASSURANCES AND CONDITIONS

The provider who will be awarded this contract must comply with the following conditions and/or assurances. The applicant/contractor shall:

- I. Demonstrate the capability to deliver the program as described, and be financially accountable for the program including services in weather related emergencies where feasible and appropriate.
- II. Assure the confidentiality of all information relating to clients. Information shall not be disclosed without the individual's informed consent (or consent from his/her representative).
- III. Serve only persons ages 60 or older with special emphasis on those with the greatest economic and social needs: disabled, minority, income at or below poverty, age 75 or older, frail, or American Indian, older individuals with limited English proficiency and older individuals residing in rural areas, in accordance with their need for such services in a proportion equal to or greater than the proportion residing in the planning/service area.
- IV. Understand that this agreement does not restrict Milestones in any way from contracting with other providers of the same or similar service(s).
- V. Guarantee that funds received from Milestones AAA will be used in compliance with federal guidelines.
- VI. Comply with all current federal, state, and local health, fire safety, sanitation, accessibility, and licensure requirements.
- VII. Agree to secure, maintain, and have on file for review, certification of service and product liability insurance, with sufficient coverage to meet any claims resulting from, or the act of providing services under this program, to be in effect during this project period of July 1, 2025 through June 30, 2026.
- VIII. Agree to procure and keep active all necessary licenses and permits.
- IX. Agree to maintain records to easily identify the utilization of funds and make those records available for audit and assessment.
- X. Comply with Title VI of the Civil Rights Act of 1964: "no person shall, on the grounds of age, race, color, sex, national origin, creed, religion, marital or veteran status, political affiliation, physical or mental disabilities or any other protected status in its employment practices or the provision of services except where it a requirement by law be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity" for which Older Americans Act funding is utilized.
- XI. Establish procedures for obtaining the views of participants regarding the services they receive. At minimum, subcontractor will ensure that participants receive a client satisfaction survey as provided to subcontractor by Milestones AAA. Client should be presented with survey, and encouraged to complete it, either a). when service to client has been completed, or b). on an annual basis for ongoing clients, whichever is appropriate. Completed surveys should be turned in to Milestones AAA with provider report.
- XII. Agree that no consumer receiving services provided via this contract using Older American Act funding will be charged, billed, invoiced, or in any way required to provide compensation for the service(s) received. Services are provided on a voluntary contribution basis only. Receipt/level of service is not impacted by contribution amount or the lack thereof.

- XIII. Provide clients, age 60 years of age or older receiving service, the opportunity to make a confidential contribution for the service.
- XIV. Report all project income received, maintain confidentiality of participant contributions.
- XV. The provider/grantee shall provide the Area Agency on Aging with the current procedure for determining eligibility of participants.
- XVI. Agree to timely submissions of all reports and requests for reimbursement, as specified, no later than the 10<sup>th</sup> of the month following the month or quarter being reported.
- XVII. Cooperate, participate, and submit needs identification, client survey (see IX above), assessments, and/or Iowa Aging Program Reporting System (IAPRS) registrations as required by Iowa Department on Aging. (Exception: Legal Assistance providers are exempted from reporting specific client information).
- XVIII. Agree to comply with Section 504 of the Rehabilitation Act of 1973 which states that “no otherwise qualified handicapped individual...shall, solely by reason of his/her handicap be excluded from benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance”.
- XIX. Understand that funds awarded may be terminated at any time for violation of any terms and requirements of the funding source or change in fiscal resources of the agency impacting funding capacity.
- XX. Agree not to enter into any subcontracts for the provisions of services without prior approval, in writing.
- XXI. Assure sufficient funds will be available to meet the non-grant share of the project cost.
- XXII. Understand that a failure to solicit and maintain local voluntary support of program, whether it be cash or in-kind, will result in a suspension of funding.
- XXIII. Understand that if any in-kind (noncash) match is used to match funds, detailed documentation must be maintained. If donated time is used, documentation must be signed by the volunteer with justification for the hourly rate assigned along with a general job description for the volunteer. Signed time sheets will be acceptable verification of volunteer hours. If floor space, equipment, etc., is used as match a statement of items used as the in-kind match and its estimated value must be documented and available for review.
- XXIV. Agree to make all financial records available for a period of up to three (3) years beyond the end of this award.
- XXV. Indemnify Milestones against any loss or damage (including attorney’s fees and other costs of litigation) caused by agents or employees. The contractor shall defend any suit against Milestones alleging personal injury, sickness, or disease arising out of the delivery of service. Milestones shall promptly notify the contractor in writing of any claims against the contractor or Milestones, and in the event of a suit being filed, shall promptly forward to the contractor all papers in there with. Milestones shall not incur any expense or make any settlement without the contractor’s consent. However, if the contractor refuses or neglect to defend any such suit, Milestones may defend, adjust or settle any such claim and the cost of such defense, adjustment, or settlement including reasonable attorney’s fees, shall be charged to the contractor.
- XXVI. Guarantee equal employment opportunity compliance standards through the submission of an Affirmative Action Policy Statement.

- XXVII. Guarantee Medicaid certified, if project includes service(s) reimbursable under Medicaid.
- XXVIII. Have a formal grievance and appeals procedure for perceived discrimination and/or decisions that appear unfavorable to clients concerning the provisions of services. **The Grievance and Appeals Procedure must be posted.**
- XXIX. Maintain on file the method by which elderly citizens' needs will be satisfied (particularly low-income and minority).
- XXX. Attempt to provide service to low-income minority individuals in at least the same proportion as the low-income minority older individual bears to the population of older individuals in the area served by such contractor. Special attention should also be given to those with severe disabilities, or with Alzheimer's disease or related disorders with neurological and organic brain dysfunction and include caretakers of such individuals.
- XXXI. Must conduct annual Civil Rights and Sexual Harassment Trainings and maintain the required documentation (such as agendas from the trainings).
- XXXII. All contractors or sub-grantees that are Non-Profits need to comply with Iowa Code Chapter 504 "Revised Iowa Non-Profit Corporation Act."
- XXXIII. Furnish Milestones with a copy of the most recent audit.
- XXXIV. Assure that no member or employee of the Contractor shall have any interest, directly or indirectly, in this contract or the proceeds thereof.
- XXXV. Assure Milestones that the contractor has an emergency/disaster plan.
- XXXVI. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1) -(2), 105.12 (4)

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 Authorized Signature

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 Date