

July 2022 through June 2023

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

Brunswick Transit System, Inc. agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Yhonne Hatcher

(Authorized Signature)

8/8/2022

(Date)

**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Brunswick Transit System, Inc.

Name of Agency Administrator: Yvonne Hatcher

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

## CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

BAYADA Home Health Care, Inc.	DAAS-732	BRUNSWICK
33205 Randall Parkway, Suite 205	County:	July 2022 through June 2023
Wilmington, NC 28403	Budget Period:	Date:
	Provider Services Summary	Revision #:

[illegible]

**\*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.

Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title Date  
Community Service Provider  
6/28/2022

Signature, County Finance Officer

Date \_\_\_\_\_

Signature, Chairman, Board of Commissioners

Date \_\_\_\_\_



North Carolina Division of Aging and Adult Services  
Service Cost Computation Worksheet

Provider: BAYADA Home Health Care, Inc.  
County: BRUNSWICK  
Budget Period: July 2022 through June 2023

I. Projected Revenues

A. Fed/State Funding From the Div. of Aging & Adult Svcs.

Required Minimum Match - Cash

1)

2)

3)

Total Required Minimum Match - Cash

Required Minimum Match - In-Kind

1)

2)

3)

Total Required Minimum Match - In-Kind

B. Total Required Minimum Match (cash + in-kind)

C. Subtotal, Fed/State/Required Match Revenues

D. NSIP Cash Subsidy/Commodity Valuation

E. OAA Title V Worker Wages, Fringe Benefits and Costs

Local Cash, Non-Match

1)

2)

3)

4)

F. Subtotal, Local Cash, Non-Match

Other Revenues, Non-Match

1)

2)

3)

G. Subtotal, Other Revenues, Non-Match

Local In-Kind Resources (Includes Volunteer Resources)

1)

2)

3)

H. Subtotal, Local In-kind Resources, Non-Match

I. Client Cost Sharing

J. Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)

	In-Home Aide-Level I - Home Management 041	In-Home Aide-Level II - Personal Care 042	In-Home Aide-Level III - Personal Care 045	Service 0 #N/A	Service 0 #N/A
<b>Grand Total</b>	\$ 150,000	\$ 146,000	\$ 2,000	\$ -	\$ -
1)	\$ -				
2)	\$ -				
3)	\$ -				
Total Required Minimum Match - Cash	\$ -				
Required Minimum Match - In-Kind	\$ -				
1)	\$ 16,666	\$ 16,222	\$ 222	\$ -	\$ -
2)	\$ -				
3)	\$ -				
Total Required Minimum Match - In-Kind	\$ 16,666	\$ 16,222	\$ 222	\$ -	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 16,666	\$ 16,222	\$ 222	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 166,666	\$ 162,222	\$ 2,222	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -				
Local Cash, Non-Match	\$ -				
1)	\$ -				
2)	\$ -				
3)	\$ -				
4)	\$ -				
F. Subtotal, Local Cash, Non-Match	\$ -				
Other Revenues, Non-Match	\$ -				
1)	\$ -				
2)	\$ -				
3)	\$ -				
G. Subtotal, Other Revenues, Non-Match	\$ -				
Local In-Kind Resources (Includes Volunteer Resources)	\$ -				
1)	\$ -				
2)	\$ -				
3)	\$ -				
H. Subtotal, Local In-kind Resources, Non-Match	\$ -				
I. Client Cost Sharing	\$ -				
J. Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	\$ 166,666	\$ 162,222	\$ 2,222	\$ -	\$ -

Division of Aging and Adult Services  
Service Cost Computation Worksheet

II. Line Item Expenses

Staff Salary From Labor Distribution Schedule

1) Full-time Staff (do not include Title V workers)

2) Part-time staff (do not include Title V workers)

A. Subtotal, Staff Salary

Fringe Benefits

1) FICA @ 7.65 %

2) Health Insurance

3) Retirement

4) Unemployment Insurance

5) Worker's Compensation

	In-Home Aide-Level I - Home Management 041	In-Home Aide-Level II - Personal Care 042	In-Home Aide-Level III - Personal Care 045	Service 0 #N/A	Service 0 #N/A
<b>Grand Total</b>	\$ 88,500	\$ 86,140	\$ 1,180	\$ -	\$ -
1)	\$ 8,600	\$ 8,000	\$ 300	\$ -	\$ -
2)	\$ 101,100	\$ 94,140	\$ 1,480	\$ -	\$ -
A. Subtotal, Staff Salary	\$ 7,734	\$ 7,202	\$ 113	\$ -	\$ -
Fringe Benefits	\$ 12,800	\$ 12,600	\$ 100	\$ -	\$ -
1) FICA @ 7.65 %	\$ -				
2) Health Insurance	\$ 782	\$ 653	\$ 50	\$ -	\$ -
3) Retirement	\$ 280	\$ 6,350	\$ 100	\$ -	\$ -
4) Unemployment Insurance	\$ -				
5) Worker's Compensation	\$ -				









**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2022 through June 2023

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: BAYADA Home Health Care, Inc.

County: BRUNSWICK

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

BAYADA Home Health Care, Inc. shall provide In-Home Aide Level I, Level II, and Level III services to qualified consumers in Brunswick County as outlined in the Home and Community Care Block Grant for Older Adults. Those determined to be in need of In-Home Aide services will be eligible for services regardless of their income, although some recipients will be asked to voluntarily participate in the consumer contributions program. BAYADA will share information about the In-Home Aide program with local doctors, hospital discharge planners, hospice agencies, skilled agencies, senior advocacy groups, Adult Protective Services (APS) and Community Alternative Program (CAP). Information regarding the In-Home Aide program will be disseminated via written and oral education as well as through weekly marketing visits and phone calls made by BAYADA. BAYADA will admit low-income, including low-income minority elderly consumers, rural elderly, and rural elderly with limited English proficiency, and well older adults (age 60 and over) using the following priorities: Older adults for whom the need for Adult Protective Services has been substantiated by the Department of Social Services and the service is needed as part of the Adult Protective Services Plan. Older adults who are at risk of abuse, neglect, and/or exploitation. Older adults with extensive impairments in activities of daily living (ADL's), or instrumental activities of daily living (IADL's), who are at risk of placement or substitute care. Older adults with extensive ADL or IADL impairments. Older adults with less extensive (1-2) ADL or IADL impairments. Well older adults. BAYADA Home Health Care complies with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

July 2022 through June 2023


**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

BAYADA Home Health Care, Inc. agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

  
(Authorized Signature)

6-28-12  
(Date)

**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: BAYADA Home Health Care, Inc.

Name of Agency Administrator: Bobby Shoemake

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)



#### CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

Woodard's Adult Day Health Center

DAAS-732

## County Funding Plan

BRUNSWICK

115 Holden Beach Road

**County:**

**Budget Period:**

Shallotte, NC 28470

## Provider Services Summary

Date: \_\_\_\_\_

[illegible]

	*Adult Day Care & Adult Day Health Care Proj.	Service Cost/Rate
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	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative	\$ 46.97	\$ 52.61
Proj. Reimbursement Rate	\$80.04	\$ 92.61
Administrative %	142.03%	131.53%

Certification of required minimum local match availability.

Required local match will be expended simultaneously

with Block Grant Funding:

Authorized Signature, Title

Community Service Provider

Signature, County Finance Officer

Date \_\_\_\_\_

Signature, Chairman, Board of Commissioners

Date \_\_\_\_\_

**North Carolina Division of Aging and Adult Services`  
Service Cost Computation Worksheet**

DAAAS-732A

Provider: Woodard's Adult Day Health Center  
 County: BRUNSWICK  
 Budget Period: July 2022 through June 2023

Grand Total		155	030
\$	10,000	\$	\$
\$	1,111	\$	\$
\$	-		
\$	-		
\$	1,111	\$	\$
\$			
\$	-		
\$	-		
\$	-		
\$	-	\$	\$
\$	1,111	\$	\$
\$	11,111	\$	\$
\$	-	\$	\$
\$	-		
\$	76,200	\$	\$
\$	156,515	\$	\$
\$	107,360	\$	\$
\$	-		

I. Projected Revenues			
A. Fed/State Funding From the Div. of Aging & Adult Svcs.			
Required Minimum Match - Cash			
1)	Cash/In-Kind		
2)			
3)			
Total Required Minimum Match - Cash			
Required Minimum Match - In-Kind			
1)			
2)			
3)			
Total Required Minimum Match - In-Kind			
B. Total Required Minimum Match (cash + in-kind)			
C. Subtotal, Fed/State/Required Match Revenues			
D. NSIP Cash Subsidy/Commodity Valuation			
E. OAA Title V Worker Wages, Fringe Benefits and Costs			
Local Cash, Non-Match			
1)	SADCF, MEDICAID	46,200	\$
2)	VETERAN AFFAIRS, CACFP	86,515	\$
3)	PRIVATE PAY	64,360	\$
4)			





<b>B. Subtotal, Fringe Benefits</b>						
Local In-Kind Resources Non-Match						
1)	\$	20,930	\$	9,036	\$	5,239
2)	\$	-				
3)	\$	-				
<b>C. Subtotal, Local In-Kind Resources Non-Match</b>						
D. OAA Title V Worker Wages, Fringe Benefits and Costs						
Travel						
1) Per Diem	\$	-				
2) Mileage Reimbursement	\$	-				
3) Other Travel Cost	\$	-				
<b>E. Subtotal, Travel</b>	\$	-	\$	-	\$	-
General Operating Expenses						
1) TELEPHONE, INTERNET, WIFI, CABLE	\$	5,500	\$	5,500		
2) POSTAGE AND SHIPPING	\$	3,000	\$	1,000	\$	1,000
3) PRINTING, COPYING, PUBLICATION & ADVERTISEMENT	\$	4,410	\$	2,410	\$	1,000
4) EQUIPEMTN & EQUIPMENT DEPRECIATION	\$	4,400	\$	2,000	\$	1,200
5) PROGRAM SUPPLIES AND OFFICE SUPPLIES	\$	4,869	\$	1,784	\$	1,542
6) INSURANCE	\$	12,533	\$	3,581	\$	4,426
7) MEALS	\$	5,000	\$	-	\$	2,500
8) LEASE	\$	16,951	\$	16,951		
<b>F. Subtotal, General Operating Expenses</b>	\$	56,663	\$	33,226	\$	11,668
<b>G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E</b>						
H. Total Proj. Expenses Prior to Admin. Distribution	\$	351,187	\$	160,375	\$	85,396
I. Distribution of Administrative Cost	\$	(160,374)			\$	(62,048)
J. Total Proj. Expenses After Admin. Distribution	\$	351,186			\$	147,444

### III. Computation of Rates

#### A. Computation of Unit Cost Rate:

1. Total Expenses (equals line II.J)
2. Total Projected Units
3. Total Unit Cost Rate

#### B. Computation of Reimbursement Rate:

1. Total Revenues (equals line II.J)
2. Less: NSIP (equals line ID)
- Title V (equals line IE less II.D)
- Non Match In-Kind (equals line IH less II.C)
3. Revenues Subject to Unit Reimbursement
4. Total Projected Units (equals line III.A.2)
5. Total Reimbursement Rate

#### C. Units Reimbursed Through HCCBG

- D. Units Reimbursed Through Program Income\*
- E. Units Reimbursed Through Remaining Revenues
- F. Total Units Reimbursed/Total Projected Units

Grand Total	Service Adult Day Health 155	Service Adult Day Care 030	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
\$ 351,186	\$ 203,742	\$ 147,444	\$ -	\$ -	\$ -
\$ -	\$ 2,200	\$ 1,842	\$ -	\$ -	\$ -
\$ -	\$ 92,6100	\$ 80,0456	\$ -	\$ -	\$ -
\$ 351,186	\$ 203,742	\$ 147,444	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 351,186	\$ 203,742	\$ 147,444	\$ -	\$ -	\$ -
\$ -	\$ 2,200	\$ 1,842	\$ -	\$ -	\$ -
\$ -	\$ 92,6100	\$ 80,0456	\$ -	\$ -	\$ -
\$ -	\$ 72	\$ 56	\$ -	\$ -	\$ -
\$ -	\$ 2,128	\$ 1,786	\$ -	\$ -	\$ -
\$ -	\$ 2,200	\$ 1,842	\$ -	\$ -	\$ -

\* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

#### Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Sharon M. Mink  
Authorized Signature

Program Director  
Title

7/26/22  
Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

**State Fiscal Year:**

Woodard's Adult Day Health Center

SFY 2022-2023

[illegible]

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**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2022 through June 2023

**Outreach Methodology to Address the Service Needs of Target Population**

Community Service Provider: Woodard's Adult Day Health Center

County: BRUNSWICK

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Woodard's Adult Day Health will be making efforts in the future to attending different events throughout the county, such as health care festival and other events through the county to help market our organization. We will also be attending other Art Fairs to help promote our art work that has been created by our clients and staff members. Our desire is to reach and support caregivers in the community to give them another avenue the help them in the future. Our desire is also help educate caregivers and support staff on different ways to communicate with their loved ones diagnosed with Dementia and Alzheimer's. We have learned that communication and being able to relate to clients has really made our organization successful even when dealing with what individuals whom may have deemed as having a difficult reputation.

July 2022 through June 2023

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

Woodard's Adult Day Health Center agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

  
(Authorized Signature)

  
(Date)

**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Woodard's Adult Day Health Center

Name of Agency Administrator:

Signature:

(Please return this form to your Area Agency on Aging and retain a copy for your files.)



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## CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client in the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the agency.
4. You have the right to be fully informed in advance of any changes in the care that you are receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in a change in the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your personal information.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and appropriate professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for service.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and program in particular.
14. You have the right to be fully informed about other services provided by this agency

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## ATTACHMENT B – FEDERAL CERTIFICATIONS

The undersigned states that:


1. He or she is the duly authorized representative of the Provider named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Provider, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

☐ He or she has completed the attached Disclosure of Lobbying Activities because the Provider has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

☒ He or she has not completed the attached Disclosure Of Lobbying Activities because the Provider has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Provider shall require its subcontractors, if any, to make the same certifications and disclosure.

	President/CEO
Signature	Title
BRUNSWICK SENIOR RESOURCES, INC.	8/22/22
Provider	Date

## **I. Certification Regarding Nondiscrimination**

**The Provider certifies** that it 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 drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 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; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## **II. Certification Regarding Drug-Free Workplace Requirement**

1. The Provider 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 Provider'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:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Provider's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs;
    - and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement 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 agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. 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 Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination; or
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address, City, State, Zip Code	
10050 Beach Drive SW, Calabash, NC 28467	121 Town Hall Drive NE, Leland, NC 28451
3620 Express Drive, Shallotte, NC 28470	1513 North Howe Street Suite 1, Southport, NC 28461
101 Stone Chimney Road, Supply, NC 28462	

3. Provider will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.



**The Provider certifies** that it will comply with the requirements of the Act. The Provider further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

**IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier  
Covered Transactions  
Instructions**

[The phrase "prospective lower tier participant" means the Provider.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

**The Provider certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure of Lobbying Activities Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made

- (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
  14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
  15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

\* NAME OF APPLICANT

\* AWARD NUMBER

\* PROJECT NAME

Prefix:

\* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* SIGNATURE:

\* DATE:

Completed by Grants.gov upon submission.

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