Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

In performing the services contained in the Agreement and subsequent amendments, the Subrecipient Entity shall comply with all applicable federal laws and regulations. Specifically, the Subrecipient Entity agrees to comply with the following:

PAR. 1. FEDERAL FUNDING PROVISIONS

Funds made available to the Subrecipient Entity under this Agreement are or may be derived from federal funds made available to the State. The Subrecipient Entity agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Subrecipient Entity agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Subrecipient Entity may hold that provides funding from the same State or federal sources. The Subrecipient Entity further agrees to make itself and its books, records, policies available at a mutually agreed upon time and manner for audit exceptions that may arise from examination of claims for payment under this Agreement. The Subrecipient Entity specifically agrees to abide by all applicable federal requirements, including laws, regulations and requirements related to services performed outside the United States by Subrecipient Entity or its Subrecipient Entities. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **APPENDIX I – FISCAL ASSURANCES.** https://www.cfda.gov/

States are required to collect information from Subrecipient Entities for awards greater than $25,000 as described in **APPENDIX II – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Subrecipient Entity and its sub awardees, if permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Subrecipient Entity is required to review and update the FFATA form, this must be provided to the State 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-Subrecipient Entity paid with Federal Funding will provide the FFATA form for each contract year to the Subrecipient Entity, the Subrecipient Entity must then provide all sub-Subrecipient Entity FFATA forms to the State. Sub-Subrecipient Entity forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 2. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Subrecipient Entity agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States State of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States State of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States State of Agriculture, Food and Nutrition Services (7 CFR § 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political

beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **APPENDIX III and IV**, which are incorporated herein by reference and made part of this Agreement, the Subrecipient Entity shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Subrecipient Entity's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the State upon request.

The Subrecipient Entity's written compliance plans and/or self-assessments referenced above and detailed in **APPENDIX III and IV** of this Agreement must include but are not limited to the requirements detailed in **APPENDIX III and IV** of this Agreement.

The Subrecipient Entity must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Subrecipient Entity and/or any Subrecipient Entity or Subrecipient Entity of the Subrecipient Entity.

The Subrecipient Entity acknowledges receipt of **APPENDIX III - NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 and APPENDIX IV - NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Subrecipient Entity further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Subrecipient Entity also agrees to comply with the requirements of the Department of Human Services for safeguarding of client information as such requirements are made known to the Subrecipient Entity at the time of this Agreement.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 3. DRUG-FREE WORKPLACE POLICY

The Subrecipient Entity agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Subrecipient Entity hereby agrees to abide by **APPENDIX V DRUG- FREE WORKPLACE POLICY**, and in accordance therewith has executed **APPENDIX VI DRUG-FREE WORKPLACE POLICY SUBRECIPIENT ENTITY CERTIFICATE OF COMPLIANCE.**

Furthermore, the Subrecipient Entity agrees to submit to the State any report or forms which may from time-to-time be required to determine the Subrecipient Entity's compliance with this policy.

The Subrecipient Entity acknowledges that a violation of the Drug-Free Workplace Policy may, at the State's option, result in termination of this Agreement.

PAR. 4. PRO-CHILDREN ACT OF 1994 ("ACT")

As a condition of contracting with the State of Rhode Island, the Subrecipient Entity hereby agrees to abide by **APPENDIX VII CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **APPENDIX VII CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.**

PAR. 5. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Subrecipient Entity agrees to abide by **APPENDIX VIII INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **APPENDIX IX CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.**

PAR. 6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (45 CFR Part 75).

PAR. 7. FEDERAL TAX INFORMATION

Performance: In performance of this Agreement, the Subrecipient Entity agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the Subrecipient Entity or the Subrecipient Entity's employees.

(2) The Subrecipient Entity and the Subrecipient Entity's employees with access to or who use Federal Tax Information ("FTI") must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any

person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer or employee of the Subrecipient Entity will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The Subrecipient Entity certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Subrecipient Entity at the time the work is completed. If immediate purging of all data storage components is not possible, the Subrecipient Entity certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Department or its designee. When this is not possible, the Subrecipient Entity will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, subject to prior approval from the Department, and will provide the Department or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this Agreement will be subcontracted without prior written approval of the IRS.

(9) The Subrecipient Entity will maintain a list of employees with authorized access. Such list will be provided to the Department and, upon request, to the IRS.

(10) The Department will have the right to void the Agreement if the Subrecipient Entity fails to provide the safeguards described above.

Criminal/Civil Sanctions:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to

such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Subrecipient Entity to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Subrecipient Entities by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Subrecipient Entity, who by virtue of his/her employment or official position, has possession of or access to the State's records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a Subrecipient Entity access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Subrecipient Entities must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Subrecipient Entities must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure to IRS Publication 1075). The training provided before the initial certification and annually

thereafter must also cover the Incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 of IRS Publication 1075). For both the initial certification and the annual certification, the Subrecipient Entity must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection: The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Subrecipient Entity to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology ("IT") assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Subrecipient Entity is found to be noncompliant with contract safeguards.

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

APPENDIX I	**FISCAL ASSURANCES**
APPENDIX II	**FEDERAL SUBAWARD REPORTING**
APPENDIX III	**NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**
APPENDIX IV	**NOTICE TO DEPARTMENT OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**
APPENDIX V -	**DRUG-FREE WORKPLACE POLICY**
APPENDIX VI -	**DRUG FREE WORKPLACE POLICY SUBRECIPIENT ENTITY CERTIFICATE OF COMPLIANCE**
APPENDIX VII -	**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**
APPENDIX VIII-	**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**
APPENDIX IX	**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**
APPENDIX X -	**EQUAL EMPLOYMENT OPPORTUNITY**
APPENDIX XI -	**BYRD ANTI-LOBBYING AMENDMENT**

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

APPENDIX I

FISCAL ASSURANCES

1. The Subrecipient Entity agrees to segregate all receipts and disbursements pertaining to this Agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.

2. The Subrecipient Entity assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.

3. The Subrecipient Entity assures the existence of an audit trail which includes cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.

4. The Subrecipient Entity assures a separate subsidiary ledger of equipment and property will be maintained.

5. The Subrecipient Entity agrees any unexpended funds from this Agreement are to be returned to the State at the end of the time of performance unless the State gives written consent for their retention.

6. The Subrecipient Entity assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.

7. The following Federal requirements shall apply pursuant to 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. Where applicable:

- Subpart A - Acronyms and Definitions (75.1-75.2)
- Subpart B – General Provisions (75.100 – 75.113)
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (75.200– 200.218)
- Subpart D – Post Federal Award (75.300 – 75.391)
- Subpart E – Cost Principles (75.400 – 75.477)
- Subpart F – Audit Requirements (75.500 – 75.521)
- All Subsequent Addenda

8. If the Subrecipient Entity expends Federal awards during the Subrecipient Entity's particular fiscal year of $750,000 or more, then 45 CFR § 75.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Subrecipient Entity must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 45 CFR § 75.100 et seq. (a)(2).

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

APPENDIX II

FEDERAL SUBAWARD REPORTING FFATA FORM

See Attached RI Office of Management and Budget, Sub-Award Reporting Worksheet

Directions:

For contracts awarding more than $25,000 in FEDERAL funds, include Transparency Act Questionnaire for agency to complete and return.

If award is not for Federal funds, or is for less than $25,000, enter "Reserved" under the above heading, and no questionnaire should be provided.

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

The Federal Funding Accountability and Transparency Act ("FFATA" or "Transparency Act - P.L.109- 282, as amended by section 6202(a) of P.L. 110-252") requires the Office of Management and Budget ("OMB") to maintain a single, searchable website that contains current information on all Federal spending awards. That site is at www.USASpending.gov.

- Includes both mandatory and discretionary grants
- Do not include grants funded by the Recovery Act ("ARRA")
- For more information about Federal Spending Transparency, refer to http://www.whitehouse.gov/omb/open
- If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award will be subject to the reporting requirements, as of the date the award exceeds $25,000
- If the initial award equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance.

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

Rev. 06-2014

Rhode Island Office of Management & Budget Sub-Award Reporting Worksheet

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information			
Agency Contact Name		**Agency Contact Telephone**	
Sub-Award Program Name		**Agency Contact Email**	
Sub-Award Program Description			
Federal Award Information			
Federal Program Name		**Federal Awarding Agency**	
Federal Award Number		**Date of Federal Award**	
Award Type		**CFDA Number**	
Prime Agency DUNS +4	+	**Amount Obligated from this Award**	
Is sub-award funded by more than one federal award?		**Yes***	**No**

* *If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.*

Section 2: Sub-Awardee Information			
Sub-Awardee DUNS+4	+	**System for Award Management Registration Expiration Date (if applicable)**	
Sub-Awardee Name (as registered in DUNS)			
Sub-Awardee Address (as registered in DUNS)		**Sub-Award Principal Place of Performance (where work performed)**	
Number and Street		**Number and Street**	
City		**City**	
State		**State**	
ZIP+4	+	**ZIP+4**	+
Executive Compensation† (to be completed by sub-awardee)			
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.		**Yes**	**No**
In preceding fiscal year, did your agency receive more than $25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.		**Yes**	**No**

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.			**Yes**	**No**
1. Official Name		**Compensation Amount**		
2. Official Name		**Compensation Amount**		
3. Official Name		**Compensation Amount**		
4. Official Name		**Compensation Amount**		
5. Official Name		**Compensation Amount**		

† *See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.*

Sub-Awardee Certification

I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.

Signature

Title of Signatory

Date

Section 3: Sub-Award Information (for State agency administrative purposes only)					
Sub-Award		**Sub-Award**		**FFATA Report**	
Amendment 1 Obligation		**Amendment 1**		**FFATA Report**	
Amendment 2 Obligation		**Amendment 2**		**FFATA Report**	

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

Rev. 06-2014

Rhode Island Office of Management & Budget

Sub-Award Reporting Worksheet

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information			
Agency Contact Name	Christina Coutu	Agency Contact Telephone	(401) 462-0511
Sub-Award Program Name	Title III Supportive Services	Agency Contact Email	christina.coutu@oha.ri.gov
Sub-Award Program Description	Title III Supportive Services		
Federal Award Information			
Federal Program Name	Older Americans Act Title III-Supportive Services	Federal Awarding Agency	Administration for Community Living
Federal Award Number	2101RIOASS-00	Date of Federal Award	10/01/2020
Award Type	grant	CFDA Number	93044
Prime Agency DUNS +4	0808419 63 +	Amount Obligated from this Award	$60,900.00
Is sub-award funded by more than one federal award?	☐ Yes *	✓ No	

* *If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.*

Section 2: Sub-Awardee Information			
Sub-Awardee DUNS+4	+	System for Award Management Registration Expiration Date (if applicable)	
Sub-Awardee Name (as registered in DUNS)	Westbay Community Action Inc		
Sub-Awardee Address (as registered in DUNS)		**Sub-Award Principal Place of Performance (where work performed)**	
Number and Street		Number and Street	
City		City	
State		State	
ZIP+4	+	ZIP+4	+

Executive Compensation† (to be completed by sub-awardee)		
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.	☐ Yes	☐ No
In preceding fiscal year, did your agency receive more than $25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.	☐ Yes	☐ No
Is information about the compensation of the senior executives in the subrecipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.	☐ Yes	☐ No

1. Official Name		Compensation Amount	
2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	

† *See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.*

Sub-Awardee Certification

I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.

Signature	Title of Signatory	Date

Section 3: Sub-Award Information (for state agency administrative purposes only)					
Sub-Award Number		Sub-Award Date		FFATA Report Month	
Amendment 1 Obligation Amount		Amendment 1 Date		FFATA Report Month	
Amendment 2 Obligation Amount		Amendment 2 Date		FFATA Report Month	

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

Rev. 06-2014

Rhode Island Office of Management & Budget

Sub-Award Reporting Worksheet

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information			
Agency Contact Name	Christina Coutu	Agency Contact Telephone	(401) 462-0511
Sub-Award Program Name	Elder Abuse Prevention Interventions Program	Agency Contact Email	christina.coutu@oha.ri.gov
Sub-Award Program Description	Adult Protective Services		
Federal Award Information			
Federal Program Name	Elder Abuse Prevention Intervention Program	Federal Awarding Agency	Administration for Community Living
Federal Award Number	90EJSG0029-01	Date of Federal Award	09/01/2018
Award Type	grant	CFDA Number	93747
Prime Agency DUNS +4	080841963 +	Amount Obligated from this Award	$45,000.00
Is sub-award funded by more than one federal award?	☐ Yes *	✓ No	

* *If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.*

Section 2: Sub-Awardee Information			
Sub-Awardee DUNS+4	+	System for Award Management Registration Expiration Date (if applicable)	
Sub-Awardee Name (as registered in DUNS)	Westbay Community Action Inc		
Sub-Awardee Address (as registered in DUNS)		**Sub-Award Principal Place of Performance (where work performed)**	
Number and Street		Number and Street	
City		City	
State		State	
ZIP+4	+	ZIP+4	+

Executive Compensation† (to be completed by sub-awardee)		
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.	☐ Yes	☐ No
In preceding fiscal year, did your agency receive more than $25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.	☐ Yes	☐ No
Is information about the compensation of the senior executives in the subrecipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.	☐ Yes	☐ No

1. Official Name		Compensation Amount	
2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	

† *See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.*

Sub-Awardee Certification

I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.

Signature	Title of Signatory	Date

Section 3: Sub-Award Information (for state agency administrative purposes only)					
Sub-Award Number		Sub-Award Date		FFATA Report Month	
Amendment 1 Obligation Amount		Amendment 1 Date		FFATA Report Month	
Amendment 2 Obligation Amount		Amendment 2 Date		FFATA Report Month	

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

APPENDIX III

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES
NOTICE TO STATE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Rhode Island Department of Human Services ("DHS") are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health and Human Services ("DHHS"), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. DHS contracts with Subrecipient Entities include a Subrecipient Entity's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

DHS reserves its right to at any time review Subrecipient Entities to assure that they are complying with these requirements. Further, DHS reserves its right to at any time require from Subrecipient Entities and Sub- Subrecipient Entities that they are also complying with Title VI.

The Subrecipient Entity shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Subrecipient Entity's written compliance plan must address the following requirements:

- Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- Designation of a compliance officer who is accountable to the service provider's senior management.
- Effective training and education for the compliance officer and the organization's employees.
- Enforcement of standards through well-publicized guidelines.
- Provision for internal monitoring and auditing.
- Written complaint procedures
- Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- Provision that all Subrecipient Entities and Sub-Subrecipient Entities of the service provider execute assurances that said Subrecipient Entities and Sub-Subrecipient Entities follow Title VI.

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

The Subrecipient Entity must enter into an agreement with each Sub-Subrecipient Entity under which there is the provision to furnish to it, DHHS or DHS on request full and complete information related to Title VI compliance.

The Subrecipient Entity must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Title VI compliance by the Subrecipient Entity and/or any Sub- Subrecipient Entity of the Subrecipient Entity.

It is the responsibility of each Subrecipient Entity to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-2121.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS: SECTION:

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATION
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

APPENDIX IV

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES NOTICE TO RHODE ISLAND DEPARTMENT OF HUMAN SERVICES' SUBRECIPIENT ENTITYS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Rhode Island Department of Human Services ("DHS")** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health and Human Services ("DHHS"), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. DHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Subrecipient Entity shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Subrecipient Entity's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Subrecipient Entity's written compliance plan must address the following requirements:

- Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- Designation of a compliance officer who is accountable to the service provider's senior management.
- Effective training and education for the compliance officer and the organization's employees.
- Enforcement of standards through well-publicized guidelines.
- Provision for internal monitoring and auditing.
- Written complaint procedures
- Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- Provision that all Subrecipient Entities and Sub-Subrecipient Entities of the service provider execute assurances that said Subrecipient Entities and Sub-Subrecipient Entitys are following Section 504.

The Subrecipient Entity must enter into an agreement with each Sub-Subrecipient Entity under which there is the provision to furnish to the Subrecipient Entity, DHHS or DHS on request full and complete information related to Section 504 compliance.

The Subrecipient Entity must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Section 504 compliance by the Subrecipient Entity and/or any Sub- Subrecipient Entity of the Subrecipient Entity.

It is the responsibility of each Subrecipient Entity to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-2121.

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

Subrecipient Entities should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS SECTION:

84.1 PURPOSE
84.2 APPLICATION
84.3 DEFINITIONS
84.4 DISCRIMINATION PROHIBITED
84.5 ASSURANCE REQUIRED
84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF- EVALUATION
84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
84.8 NOTICE
84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES SECTION:

84.11 DISCRIMINATION PROHIBITED
84.12 REASONABLE ACCOMMODATION
84.13 EMPLOYMENT CRITERIA
84.14 PREEMPLOYMENT INQUIRIES
84.15-84.20 (RESERVED)

SUBPART C - ACCESSIBILITY SECTION:

84.21 DISCRIMINATION PROHIBITED
84.22 EXISTING FACILITIES
84.23 NEW CONSTRUCTION
84.24-84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES SECTION:

84.51 APPLICATION OF THIS SUBPART
84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
84.53 DRUG AND ALCOHOL ADDICTS
84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
84.56-84.60 (RESERVED)

Addendum D - FEDERAL FUNDING REQUIREMENTS (EOHHS)

APPENDIX V

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the State that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.

2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.

3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.

4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.

5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.

6. The State encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.

7. The law requires all employees to abide by this policy.

APPENDIX VI

DRUG-FREE WORKPLACE POLICY
SUBRECIPIENT ENTITY CERTIFICATE
OF COMPLIANCE

I, _____, (Name)_____(Title) _____(Subrecipient Entity Name), a Subrecipient Entity doing business with the State of Rhode Island, hereby acknowledge that I have received a copy of the State's policy regarding the maintenance of a **Drug-Free Workplace.** I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the State, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the State's policy. Further, I recognize that any violation of this policy may result in termination of the Agreement.

SIGNATURE:

_____

TITLE:

_____

DATE:

_____

APPENDIX VII

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A.§ 6081-6084), 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.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed $1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Director. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/Subrecipient Entity certifies that it will comply with the requirements of the Act. The applicant/Subrecipient Entity further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-Subrecipient Entities shall certify accordingly.

SIGNATURE:

_____

TITLE:

_____

DATE:

_____

APPENDIX VIII

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State. The State may terminate this transaction for cause or default.

3. The prospective primary participant shall provide immediate, but in no event longer than ten (10) days, written notice to the State if at any time the prospective primary 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 the rules implementing Executive Order 12549 and 12689.

5. A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by the State.

7. Intentionally omitted.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the 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 non- procurement list (of excluded parties).

9. 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 as prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 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 State may terminate this transaction for cause of default.

APPENDIX IX

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The Subrecipient Entity, as the primary participant, certifies to the best of the Subrecipient Entity's knowledge and belief, that the Subrecipient Entity and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local agency;

2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:

_____

TITLE:

_____

DATE:

_____

Exhibit A - FEDERAL FUNDING REQUIREMENTS (OHA)

APPENDIX X

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Subrecipient Entity agrees as follows:

1. The Subrecipient Entity shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Subrecipient Entity shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient Entity agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient Entity shall, in all solicitations or advertising for employees placed by or on behalf of the Subrecipient Entity relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.

3. The Subrecipient Entity shall inform the contracting State's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI State of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

4. The Subrecipient Entity shall comply with all aspects of the Americans with Disabilities Act ("ADA") in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

5. Subrecipient Entities and sub Subrecipient Entities with agreements in excess of $50,000 shall also pursue in good faith affirmative action programs.

6. The Subrecipient Entity shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each sub Subrecipient Entity, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

APPENDIX XI

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the Subrecipient Entity for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or State legislature, or an employee of a member of congress or State legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Subrecipient Entities receiving over $100,000 in Federal or State funds file with the State on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Subrecipient Entity shall complete and submit a "Disclosure of Lobbying Activities" form.

The Subrecipient Entity must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Subrecipient Entity hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:

_____

TITLE:

_____

DATE:

_____