

ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS (ASCOG)  
COMMUNITY ENHANCEMENT NUTRITION ASSISTANCE (CENA)

**IMPLEMENTATION MANUAL**  
**POLICY AND PROCEDURES**  
**EFFECTIVE JULY 1, 2023**

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## CONTRACTUAL ADMINISTRATION AND MANAGEMENT

EFFECTIVE JULY 1, 2023

### I. CONTRACTUAL ADMINISTRATION AND MANAGEMENT

The following Contract **Terms and Conditions** are applicable to all senior centers (hereafter referred to as “center” or “centers”) receiving an award for the ASCOG Community Expansion Nutrition Assistance (CENA) Program. Center compliance with all contract Terms and Conditions is monitored and will become one component of future program eligibility.

### II. ASCOG will designate the Area Agency on Aging (AAA) Director to design the program and provide technical assistance to awarded centers. The AAA Director will be assigned to each awarded center to document and monitor performance and be the center’s primary liaison in working with other ASCOG Staff.

A. The AAA Director will maintain first-line administrative responsibility for the Contract by receiving all deliverables and authorizing payment for eligible services rendered. The AAA Director will monitor, document, and evaluate the work performance of the center on an on-going basis during the contract period and upon contract closeout.

- i. The center will have the day to day responsibility for supervising the performance and obligations of the contract; they will work closely with and will receive policy direction from the AAA Director. **The center will notify ASCOG when there is a change in the center CENA contact or center board president.**

### III. CONTRACTUAL TERMS AND CONDITIONS

Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing, or made unilaterally by the center, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modification, shall be void and without effect, and the center shall not be entitled to any claim under this contract based on those changes. No oral statement or any person shall modify or otherwise affect the term, conditions, or specifications stated in the resultant Contract.

- A. Modification. The Contract may be modified only through a written Contract Modification agreed upon and executed by ASCOG.

- B. Contract Assessment. This program will be assessed by ASCOG to assure compliance with contract requirements; desk monitoring of deliverables/reporting will occur consistently throughout the contract year.
- C. Performance Period of the Contract. The contract effective date for the resultant contract will be the date established by the legislature when funding is approved. The basic contract award period shall extend from effective date through end of the state fiscal year.
- D. Invoicing Instructions to centers. The center shall submit monthly, no later than the 8<sup>th</sup> day of each month, claims for reimbursement of eligible expenses using the CENA BUDGET AND EXPENDITURE REPORT form. ASCOG shall pay the costs stipulated in this contract for eligible services rendered less any deductions provided in this contract. State Appropriated Funds are paid in equal increments of one-twelfth not to exceed the accumulated year to date contract amount. All center expenditure documentation must be accessible to ASCOG staff upon request. The final invoice is due to ASCOG no later than June 15 of the current fiscal year. After June 15, ASCOG will redistribute remaining funds for food and unreimbursed food expenses at eligible centers.
- E. Status of Technical Proposal Response Following Award. The center shall fully perform in accordance with the terms of the CENA Application and the ASCOG Contract. The center shall also fully perform in accordance with its technical response when the technical response offers more than ASCOG's Application specifications.
- F. Deliverables and Reporting. Center will submit the reports specified below for the awarded center, to the ASCOG AAA Director and ASCOG Accountant on file [See the current fiscal year CENA Budget and Expenditure Report included with your Contract, Part II], in electronic form and/or in paper form as requested.
1. Submit the CENA BUDGET AND EXPENDITURE REPORT form monthly by the 8<sup>th</sup> of each month, **regardless of whether there are expenditures or not;**
  2. Submit *the June* CENA BUDGET AND EXPENDITURE REPORT to ASCOG no later than June 15 of the current fiscal year.
- G. Center Consent Requirements.
1. Contract as used in this clause means a contract or contractual action entered into by ASCOG for the purposes of obtaining supplies, materials, equipment, or services of any kind.

2. Center as used in this clause means a center with ASCOG.
  3. Center must provide evidence of compliance with the terms and conditions of the CENA Application including center Eligibility Documentation; and must provide a numbered list which includes the name, address, and phone number of all seniors aged 60 and older who utilize the center at least one time monthly (to be provided with CENA Application).
  4. The center shall be responsible for the management of all proposed contracts and shall be liable for all performance requirements regardless of which party is providing the contracted supplies, materials, equipment, or services.
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- ix. Client Confidentiality. The center must assure compliance with ASCOG's requirements pertaining to the protection, use, and release of personal information and applicable State laws. Center will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the clients served. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing.
  - x. Non-Discrimination. The center specifically certifies and assures that it will adhere to State regulations pertaining to non-discrimination.
  - xi. Political Activity. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office. No portion of the contract funds may be used for lobbying activities.
  - xii. Publications and Other Materials. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ASCOG shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
  - xiii. Travel and Per Diem. All payments for travel-related costs, including per diem, incurred in performing this contract shall be by reimbursement only and shall be in accordance with the State Travel Reimbursement Act, 75 O.S. 500.1, et seq.  
\*Travel is not an allowable cost at this time.
  - xiv. Civil Rights, Grievance Procedures, and Whistle Blower Policy. All centers should post in a conspicuous location, the most recent Civil Rights poster (see [ascog.org](http://ascog.org)) which includes the statement about the Civil Rights Act of 1964, CENA grievance and whistleblower policies, and a contact number for the AAA Director.

## FINANCIAL MANAGEMENT

EFFECTIVE JULY 1, 2023

### **I. CONTRACTUAL REQUIREMENT**

Centers shall maintain records and accounts, including property, personnel and financial records that properly document and account for all contract funds. All record keeping shall be in compliance with State Regulations and generally accepted accounting principles.

### **II. PROCEDURES**

#### **A. FINANCIAL SYSTEM**

1. Centers shall ensure the financial system used to administer ASCOG contracts conforms to the following standards:
  - a. Accurate, current, and complete disclosure of the financial results of the ASCOG programs is provided in accordance with specified ASCOG requirements.
  - b. Records are maintained to adequately identify the source and application of funds for each ASCOG supported activity.
  - c. Effective control and accountability is maintained for all funds, property, and other assets.
  - d. Accounting records are maintained with adequate supporting documentation.
  - e. Internal controls are established to eliminate fraud and abuse.
2. Centers may request ASCOG to review existing procedures to determine compliance with this entire Requirement.
3. Centers shall implement and maintain a simple but written accounting procedure manual that adequately describes specific procedures, processes, and requirements necessary for the center to be in conformance with standards 1.a. through 1.e. as listed above.
4. The accounting manual should include any procedures or processes unique to the center or infrequent but relevant to the accounting system.

## B. ACCOUNTING SYSTEM REQUIREMENT

Centers shall establish and maintain a separate set of self-balancing accounts for each ASCOG contract, in accordance with written procedures, which will permit the center to properly account for all funds in conformance with generally accepted accounting principles. The following requirements shall apply:

1. Books of original entry shall be utilized to account for contract funds.
2. Accounting records shall include the cash receipts journal, cash disbursement journal, general journal, general ledger and trial balance.
  - a. ASCOG does not allow centers to use CENA funds for payroll expenses.
  - b. The general ledger shall include separate expenditure accounts for each approved budget line item as shown in the contract budget or subsequent revisions.
3. A monthly trial balance shall be prepared when the books are closed each month. The trial balance shall become a part of the accounting records.
4. Monthly Reimbursement Claims submitted to ASCOG every month, **regardless of whether there are expenditures or not**, must be taken from the accounting records.
5. Any costs shared between programs must be properly allocated. The method of allocation must be generally accepted, reasonable and documented. An agency cost allocation plan shall be established by the center and available for review by ASCOG upon request.
6. All receipts recorded in the receipts log shall be reconciled regularly with the cash receipts journal, general ledger, and bank statement.
7. All general ledger entries must be clearly traceable to appropriate source documentation.
8. Appropriate source documentation is defined as any approved original documents that clearly indicate costs allowable and allocable to the program. Examples of supporting documentation include original invoices and grocery store receipts.

9. All paid invoices must be defaced by indicating the check number, date paid and “PAID” on the invoice. Copies of the purchase order and check shall be attached to the invoice before filing.
10. All supporting documentation must be filed in an orderly manner in accordance with the center’s written accounting procedures.
11. Accounting files shall include:
  - a. Copies of all Monthly Reimbursement Claims submitted to ASCOG.
  - b. All correspondence relating to financial management of the contract.
12. All manual accounting records shall be maintained in ink for permanence.
13. Correct fluid (whiteout, etc.) shall not be used to cover transpositions or other errors in the original books of account. A single line should be drawn through the mistake or error and the correct figure should be recorded in ink. This will allow clear identification of the error. **Errors found after the books are closed for any given month must be corrected by general journal entry in the month the error is found.** This also applies to electronic (computer software) accounting systems.
14. Bank statement reconciliations shall be performed on a monthly basis. The individual performing the reconciliation shall initial and date it when complete.
15. Electronic and stamped Signatures – Centers will have a policy to ensure only appropriate staff have access to electronic and/or stamped signatures.
16. Passwords – Phones, computers, and other password protected devices. Centers will have a policy to ensure appropriate protection of passwords.

C. INTERNAL CONTROLS

Centers shall implement the following controls to safeguard all funds and assets of the ASCOG contract:

1. Blank checks and credit cards must be maintained in locked cabinets or files.

2. Undelivered checks should be kept in a locked cabinet or safe until delivery.
3. When a signature stamp is used for checks or correspondence, access to the signature stamp should be limited to authorized personnel and the stamp should be maintained in a lockable cabinet or drawer.
4. Deposits of ASCOG funds shall be made by someone other than the accountant or bookkeeper maintaining the ASCOG accounting records.
5. Incoming checks should be stamped "For Deposit Only" by the person opening the mail and recorded in a receipts log that identifies the check number, amount, and source of funds.
6. Bank reconciliations should be performed by someone other than the person responsible for accounting records or for making deposits.
7. Reimbursement Claims/Requests for Funds must be submitted by only authorized agency personnel.
8. All vendor invoices must be approved for payment by authorized officials prior to payment. The authorizing official must initial and date some form of documentation to indicate approval.
9. All vendor invoices must be verified for accuracy. The reviewer should initial and date the invoice.

D. CASH MANAGEMENT

Centers shall implement the following to ensure proper cash management of State funds:

1. ASCOG funds cannot be placed in petty cash funds.
2. All ASCOG funds received shall be promptly deposited in the proper bank account. The center shall designate to ASCOG through the use of an Electronic Funds Transfer Authorization form, the appropriate account to be used for any program utilizing electronic transfer of funds.
3. The center shall verify cash on hand on a daily basis and is responsible for coordinating with its bank to determine when electronic transfer of funds has occurred.



4. All checks paid with ASCOG funds must be pre-numbered or sequentially numbered by accounting software.
5. All checks paid with ASCOG funds must be completely filled out before they are signed.
6. Voided checks must be filed with copies of checks or other accounting documentation for accountability.

E. ALLOWABLE/UNALLOWABLE COSTS

The center must ensure that all costs are properly accounted for in accordance with the following definitions:

1. All costs must be reasonable and customary to the purpose.
2. Food costs may include any costs directly associated with the senior meal program. Examples of allowable costs include but are not limited to: Food purchased from commercial vendors and used in meals served to seniors 60 and older, and non-food supplies related to the meal service, such as disposable serving ware/utensils, paper napkins or similar paper goods, containers for holding or carrying food, e.g., disposable containers for to go meals or homebound persons; non-food supplies may constitute no more than 10% of the monthly grant award. Any exceptions to this rule must have prior written approval from the AAA Director. **Food costs do not include costs for food or supplies used in fundraising activities.**
3. Utility costs are those energy, utility and communication costs directly related to a center program activity. Examples of Utility costs include but are not limited to electricity, gas, propane, water, telephone and internet bills directly related to the center program.
4. Insurance costs are those costs directly related to the center program that are not related to the employment of staff. Examples of insurance costs include but are not limited to general liability, vehicle liability, and building insurance. \*Insurance costs are not allowable at this time.
5. Equipment costs are no longer allowed by ASCOG for CENA contracts due to the additional staff time needed to track equipment inventory.
6. Repairs and maintenance costs are those costs directly related to the center program for the center building where the program is located. \*Repairs and maintenance costs are not allowable at this time.

## PROCUREMENT PROCEDURES

EFFECTIVE JULY 1, 2023

### I. CONTRACTUAL REQUIREMENT

TITLE 74, State Government The Central Purchasing Act 74 O.S. §85.1 et seq. Includes the Online Bidding Act, 74 O.S. 85.45o et. seq., Statutes Related to the State Use Committee and Other State Procurement Statutes (Includes laws through 54<sup>th</sup> Legislature, 1<sup>st</sup> Session).

### II. PROCEDURES

#### A. DEFINITIONS

1. Responsible Bidders/Vendors: Bidders/Vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as bidder integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Such indicators should be included as part of the specifications and organized for evaluation.
2. Responsible Bids/Offers: Bids/Offers submitted that satisfactorily meet the requirements as specified by the center.
3. Adequate Notice: Sufficient time prior to the stated opening of bids for a bidder to respond to the request for bid or proposal. For the purposes of this Requirement, the minimum adequate notice required shall be at least two weeks from the date of first public advertisement.
4. In the Aggregate. “In the Aggregate” is a reference to purchases of the same product more than one time during the contract period. An example would be the purchase of copy paper. Procurement would be for one time, with multiple purchases; therefore the “aggregate cost” would be the total of all planned purchases of copy paper during the contract period.
5. Materials and supplies. “Materials and supplies” refers to expendable materials and supplies with an expected usable life of less than one year. The cost of the materials or supplies shall be based on the aggregate amount of the purchases, planned or potential, over a one-year period and not based on a one-time purchase that may be recurrent.
6. Services: Services, for the purposes of this section, refer to services provided by outside professionals or consultant and include such items as accounting or payroll services, employee training, legal consultations, auditservices and

maintenance-related services such as plumbing, equipment, HVAC or electrical work.

7. Rental of real property: If a center is planning to move (rental) or is planning to rent additional space, the following procurement procedures must be used for real property; and based on the full term of the lease.

## B. STANDARDS

The procurement systems for centers shall be written and include, at a minimum, the following standards:

1. Assurance that all procurement transactions shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
2. Positive efforts shall be made to utilize small and minority-owned businesses.
3. Contracts shall be made only with responsible bidders/vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

## C. SMALL PURCHASE PROCEDURES (for purchases less than Twenty-Five Thousand Dollars \$25,000);

Small purchases shall be exempt from the advertised process. Centers shall conduct purchases procedures in a manner to provide, to the maximum extent practical, open, and free competition. Cost or price analysis shall be made and documented in all procurement files. Small purchase procedure are as follows:

1. Purchases under \$5,000 – Informal price comparison.
2. Purchases \$5,001 - \$15,000 – Three telephone bids.
3. Purchases \$15,001- \$25,000 – Three or more written price quotations.

## D. ADVERTISED PROCUREMENT (for purchases of Twenty-five thousand dollars \$25,000 or more);

Procurement records shall include bid selection or rejection and the basis for the cost or price. All documents must be retained in the center's files.

1. Specifications: Prior to advertisement for bids, the specifications should be completed in the form of a bid packet containing the following components:
  - a. A clear, accurate description of the product or service being procured;
  - b. All requirements the bidder must fulfill in order for the bid to be evaluated;
  - c. Evaluation criteria used to determine the successful bidder.
2. Solicitation: A notice is to be advertised and distributed as follows:
  - a. Provision of a notice to all known prospective bidders via first-class mail at least twenty (20) days prior to the scheduled bid opening; and
  - b. Publication in two (2) consecutive weekly issues of a general circulation newspaper. The first publication must be at least twenty (20) days prior to the date set for opening bids.
3. Selection:
  - a. All factors relevant to the procurement shall be included in the bid packet so the selection can be made from those bids that are responsive to the solicitation and awarded to the lowest responsive and responsible bidder.
    - (1) There must be two (2) or more responsive and responsible bids. When only one (1) responsive and responsible bid (single source) is received and all good faith efforts to solicit and maximize the number of bidders have been accomplished, documentation of all solicitation efforts must be maintained in center files. Centers shall ensure that the identified market is large enough to solicit responses from enough responsible bidders to create competitive offers/prices.
    - (2) The procurement must lend itself to a firm, fixed-price contract so the selection can be made principally on price.
    - (3) Bids must be opened at a public (open) meeting. During the solicitation, it is advisable to note the date, time and location of the bid opening.

- b. Once the bidder submits a price, the dollar value is not subject to any type of negotiation or change.

4. Documentation:

- a. All solicitation efforts must be documented in the recipient files and should include items such as dated newspaper clippings.
- b. Files must contain a copy of specifications and evaluation criteria, including evaluation criteria forms completed for each bid.
- c. If other than the lowest responsive bid is selected, center must document reason for selection in procurement records.

E. SOLE SOURCE PROCUREMENT

Sole source occurs when particular goods, materials, or services are available from only one source. All sole source procurements of \$5,000 or more must be approved in advance and in writing by ASCOG. The center shall submit a written request to utilize sole source procurement, provide a brief description of the goods or services to be procured and justification for the sole source procurement.

F. EMERGENCY PROCUREMENT

When the urgency for the goods or services will not permit a delay due to competitive procurement, ASCOG may authorize emergency procurement. Examples of urgent need are emergency plumbing or electrical work.

Authorization may be obtained through a telephone request. If the center cannot obtain telephone approval prior to procuring the goods or services, a written request for approval shall be submitted immediately after the procurement takes place.

G. INVENTORY AND DISPOSITION

- 1. Equipment/Non-Expendable Property: ASCOG disallowed the purchase of equipment of CENA funds starting in SFY14. Equipment purchased before that July 1, 2013 is assumed to have a usable life of less than four years and therefore does not require any further approval for from ASCOG and may be sold, traded in on replacement equipment, or salvaged at the discretion of the center.

H. MATERIALS AND SUPPLIES, SERVICES AND RENTAL OF REAL

## PROPERTY

Materials and Supplies, services and rental of real property must all utilize the requirements of II B-F above.

**RECORDS RETENTION**  
EFFECTIVE JULY 1, 2023

**I. CONTRACTUAL REQUIREMENT**

All centers will retain records in the manner outlined below.

**II. PROCEDURES**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of seven years from the date of submission of the final expenditure report and annual performance report authorized by the State awarding agency. The only exceptions are the following:
1. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims or audit findings have been resolved and final action taken;
  2. Records for real property and equipment acquired with State funds shall be retained for seven years after final disposition;
  3. When records are transferred or maintained by the State awarding agency, the seven year retention requirement is not applicable to the recipient;
  4. Cost allocation plans, etc. as specified below (Section E) and;
  5. The retention period can be longer based upon advice of legal counsel or professional accountants or auditor.
- B. The State awarding agency or ASCOG shall request transfer of certain records to its custody from recipients when it determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, a State awarding agency may make arrangements for recipients to retain any records that are continuously needed for joint use (i.e. Inventory).
- C. The State awarding agency or ASCOG, the Inspector General, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and responsible access to recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access are not limited to the required retention period, but shall last as long as records are retained.
- D. Unless required by statute, no State awarding agency shall place restrictions on recipients that limit public access to the records of recipients that are pertinent to an award, except when the State awarding agency can demonstrate that such

records shall be kept confidential and would have been exempted from disclosure pursuant to 51 O.S. 24A.1. Section 24A.1 et seq. of this title shall be known and may be cited as the “Oklahoma Open Records Act” if the records had belonged to the State awarding agency.

- E. Cost allocation plans, etc. – Section (a) below applies to the following types of documents and their supporting records: cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefits rates).
  - 1. If the recipient is not required to submit to the State awarding agency or the sub recipient is not required to submit to the recipient the proposal, plan, or other computation for negotiation purposes, then the seven year retention period and its supporting records starts at the end of the fiscal year.



## **SENIOR CENTER APPLICATION AND MONITORING GUIDELINES**

EFFECTIVE JULY 1, 2023

### I. PURPOSE

To provide funding for general improvement of nutritional conditions of eligible senior centers that will assist with increasing meals served and expanding other needed services for senior residents of the ASCOG planning and service area.

### II. Eligible CENA Sites

#### A. A site must meet the following eligibility criteria:

1. Must submit a complete CENA application to ASCOG AAA.
2. Must qualify as an “Eligible Applicant” as defined below.
3. Must have a current Board of Directors.
4. Must have approved By-Laws.
5. Must comply with other requirements of the ASCOG AAA.

B. “Eligible Applicants” means independent senior center organizations and Title III Multipurpose sites that coordinate senior adult supportive services with ASCOG AAA.

C. “Eligible Applicants” does NOT include Meals-on-Wheels Programs, Title VI, or Title III Nutrition Centers. The use of CENA Funds is NOT allowed for these Federally Funded programs.

### III. SUBMITTAL REQUIREMENTS

#### A. In order to respond to this application, proposed Senior Centers must provide the following:

- a. Complete Grant Application. Incomplete applications will not be accepted.
- b. A copy of the Senior Center’s current By-Laws.
- c. A copy of the Board of Directors meeting minutes authorizing the application and purpose of these funds.
- d. A numbered list of seniors, 60 and older, who participate at your senior center. The list must include the name, address, and phone number for each participant.
- e. At least one email address must be provided for the main contact person of each center.

#### IV. FUNDING ALLOCATION

- A. Application Distribution. When approval is received from the Oklahoma State Department of Commerce ASCOG AAA distributes the CENA application to eligible senior centers and multi-purpose centers in the ASCOG eight county area. Applications are disseminated to the most recent email address on file for each center.
- B. Evaluation. Applications are evaluated by ASCOG AAA staff and graded for program compliance.
- C. Selection and Allocation. Selection of centers and the amount of funding for each center is determined based on information gathered from the project narrative section of the application and history of need for each center. Funding amounts for each award will be determined by ASCOG AAA and are based upon the amount appropriated by the legislature, the number of applications received, the number of seniors served, the frequency that meals are served at site, and the type of project. Priority will be given to senior centers serving meals at least three days per week. Application narratives must be detailed.
- D. Notification. Each center will be notified by email of the amount of the award and what the award can be expended on. A formal contract, to be signed by the applicant, will accompany the notification email.

#### V. ALLOWABLE USE OF FUNDS

Eligible expenditures include food, and food related items as specified above [Allowable/Unallowable Costs. Food, pg.9], OR utilities. Insurance, equipment, repairs, and maintenance are not eligible for reimbursement at this time. Equipment purchases are not allowed.

#### VI. MONITORING

ASCOG will monitor CENA Senior Centers through its monthly invoices and communication with the site and will perform onsite visits to ensure proper use of funds and programmatic compliance. Onsite visits may be conducted annually or at minimum, at least once every three (3) years, or if concerns or issues arise. Notification will be given to the Senior Center in advance of the monitoring visit. Unannounced visits may be performed at the discretion of the AAA Director. Monitoring reviews will include but are not limited to the following:

- A. Health Department Regulations. All CENA funded Senior Center sites will be monitored for compliance with the applicable regulations of their local Oklahoma County State Health Department, regarding “Food Establishments” documented in the Oklahoma Administrative Code (OAC) Title 310: Chapter 257. As applicable, all recipients of food cost reimbursement from the ASCOG CENA Grant are required to arrange for county health department sanitation inspections, at least annually. A current health inspection certificate from the local health department must be posted in the dining room or other conspicuous location within the senior center. ASCOG will document compliance with this standard annually.
  
- B. Documentation. Sign In Sheets must be maintained by the center providing information on age eligibility for CENA funded meals, i.e., a check box showing participants are age 60 or above. Sign in sheets must be available for review upon request and may be required by the AAA for reimbursement of monthly expenditures. Financial or other documentation may be reviewed for program compliance at the discretion of the AAA Director or designee.

VII. VERIFICATION PROCESS

ASCOG AAA will verify the eligibility of Senior Centers for the CENA grant based on review of the current Senior Center By-Laws, list of the current Board of Directors, and, if necessary, confirmation that the CENA funds will not be used to support the above-mentioned Federally Funded programs that are disallowed.

VIII. CENA QUESTIONS OR TECHNICAL ASSISTANCE

Technical assistance for CENA application or contracts will be provided by the AAA Director. Accounting questions will be answered by the AAA Accountant. Current staff contact information is located on the ASCOG.org website.

IX. SUBMITTAL OF APPLICATION

Applications may be submitted to ASCOG’s main office by email, mail or hand-delivered, original copies. Fax copies will not be accepted. Email is preferred. Applications must be notarized to confirm all elements of the application are true and accurate. Incomplete or late applications will not be accepted.