

WESTERN RESERVE AREA AGENCY ON AGING

CONTRACT WITH

«**Organization_Name**»

PROGRAM FUNDING:

ALZHEIMER'S RESPITE FUNDING

CONTRACT PERIOD:

JULY 1, 2009 THROUGH JUNE 30, 2010

CONTRACT AMOUNT:

«M 2009 SFY Total Award Written» (\$«M 2009 Total Service Award».00)

**PURCHASE OF SERVICE AGREEMENT
FOR STATE FISCAL YEAR 2010 ALZHEIMER'S RESPITE FUNDS**

THIS AGREEMENT, is entered into by and between the Western Reserve Area Agency on Aging, an Ohio Nonprofit Corporation serving the counties of Cuyahoga, Geauga, Lake, Lorain and Medina, Ohio (Agency), and «**Organization_Name**» as the implementing authority (Contractor) for the purpose of providing Alzheimer Respite service(s). The funding source for this Contract Agreement is State of Ohio Alzheimer's Respite funds provided through the Ohio Department of Aging (ODA).

The Agency and Contractor hereby agree as follows:

ARTICLE I: SCOPE OF CONTRACT

- 1.1 The Contractor agrees to provide the Alzheimer Respite service(s) contained on the Contract Services page(s) attached for a twelve-month period commencing July 1, 2009 through and including June 30, 2010. The Contractor agrees to provide such service(s) according to the procedures described in the Contractor's proposal(s) for state Alzheimer Respite funds, as amended and approved by the Agency, and said proposal(s) is fully incorporated herein. The Contractor is prohibited from assigning any of its duties under the Contract Agreement to another provider or contractor without the authorization of the Agency.
- 1.2 The Contractor is required to meet the Agency's specific objectives for giving priority to specific consumer groups, and to satisfy the service needs of older persons with the greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.
- 1.3 The Contractor shall comply with Rule 173-3-06.1 of the Administrative Code, if providing an adult day service; rule 173-3-06.4 of the Administrative Code, if providing a homemaker service; rule 173-3-06.5 of the Administrative Code, if providing a personal care service. The Contractor shall comply with the written specification of the service contained in the Request for Proposal if providing Alzheimer's Education, Respite Reimbursement, or Core Services.
- 1.4 The Contractor assures that during this agreement period it has the capability to and agrees

to provide such service(s) as referred to above and in accordance with the Ohio Department of Aging (ODA) taxonomy of services and Agency clarifications to said taxonomy as well as the ODA **Conditions of Participation and Service Specifications as described in ODA Policy 308.00. This includes the requirement to comply with the criminal records check under section 173.394 of the Revised Code and rule 173-9-01 of the Administrative Code.**

ARTICLE II: GRANT

- 2.1 The Agency agrees to pay the Contractor with Alzheimer Respite program funds for the service(s) detailed in the attached {_____} Contract Services page(s) and delivered in accordance with Section 1 up to the amount(s) in Section B, Line 1 on the said page(s). The maximum amount of funds to be paid under this Agreement is: **«M_2009_SFY_Total_Award_Written» (\$«M_2009_Total_Service_Award».00)**
- 2.2 The Contractor understands that the funds allocated to this contract are subject to be increased or decreased at any time prior to the final payment to the Contractor under this Agreement by the Agency based on its notification of grant awards from the ODA.
- 2.3 **The Contractor may request modification(s) to this contract up to two times in each program year between July 1 and June 30. The Agency may request additional modifications as needed.**

ARTICLE III: METHOD OF PAYMENT

- 3.1 Payment for services rendered under this Agreement shall be made within thirty (30) calendar days after timely receipt by the Agency of an accurate and complete “Alzheimer Respite Funds Provider Monthly Request for Payment”(Monthly) from the Contractor if the reports required in Article V of this Agreement have also been submitted to the Agency by their due dates. If any such reports are submitted after their due date, then no payment shall be made until thirty (30) days after these late reports are received by the Agency.
- 3.2 If any such reports are deemed by the Agency not to be complete and accurate, then no payment shall be made until thirty (30) days after a report deemed by the Agency to be complete and accurate is received. The Agency shall then pay Contractor at the Alzheimer Respite unit rate specified in Section B Line 6 of the attached Contract Service page(s) for each eligible Alzheimer Respite unit of service delivered by the Contractor and reported to

the Agency.

- 3.3 If any of the services under this Agreement, for any of the four (4) quarters of this Agreement period, are not performed by the Contractor, the Agency shall reduce the Contractor's Alzheimer's Respite award for such service by a prorated one-fourth of the annual award for said service.
- 3.4 Any Contractor not providing at least 65% of the units detailed in the attached Contract Services pages, Section A line 5 on said page by March 31, 2010 shall relinquish unused funds to be distributed by the Agency. The amount to be distributed will be based on the Agency's discretion. If any of the Reports required in Item 4 of this Agreement are received by the Agency after July 31, 2010, any funds not requested by that date shall not be paid to the Contractor.

ARTICLE IV: COST SHARING AND MATCH

- 4.1 Cost sharing is not mandatory in accord with ODA Policy 316.00. The Contractor may charge fees for Alzheimer services in accord with a sliding fee scale pre-approved by the Agency for adult day, homemaking, personal care, and respite reimbursement services. If fees are charged, the Contractor must implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code.
- 4.2 Fees collected from Alzheimer services will be used exclusively to pay for the cost of the Alzheimer service from which they are generated.
- 4.3 Non federal match is not required for Alzheimer's Respite funds.

ARTICLE V: FINANCIAL AND STATISTICAL REPORTS

- 5.1 Contractor agrees to submit an Alzheimer's Respite Funds Monthly Request for Payment form (Monthly) that is accurate and complete as to units of service and the cost of the service on or before the tenth (10th) calendar day of each month for services performed in the preceding month from August 2009 through July 2010.
- 5.2 **All Contractors, as determined by service cluster and as required by ODA, must use the SAMS program to register consumers and account for service units delivered.** The Contractor agrees to comply with all SAMS reporting requirements, which include consumer registration, demographic reporting and service units delivered. The Contractor

agrees to report these units of service on or before the tenth (10th) calendar day of each month for services performed in the preceding month from August 2009 through July 2010. Units reported in SAMS must match those reported for reimbursement.

- 5.3 Contract amounts, which are not earned by the Contractor, will not accrue or carry forward to a future contract period, and, in accord with ODA Policy 401.00, will lapse at the end of the state fiscal year.

ARTICLE VI: MONITORING

The Agency may conduct on-site monitoring of a service(s) for which funds are being reimbursed under this Agreement at any time during the normal working hours of the Contractor with no prior notification necessary, and the Contractor agrees that representatives of the Agency, ODA, and the Administration on Aging shall be given full access to the premises upon which such service(s) is being provided.

ARTICLE VII: RECORD MAINTENANCE, ACCESSIBILITY AND RETENTION.

- 7.1 To the extent authorized by law, the Contractor agrees to allow representatives of the Agency, ODA and the Administration on Aging access to all programmatic, fiscal, and other records related to the service(s) for planning, auditing, and monitoring purposes at any time during the normal working hours of the Contractor with no prior notification necessary, except that prior notice of at least 24 hours shall be given where access is sought to the confidential complaint files of the Contractor.
- 7.2 The Contractor agrees to keep consumer information including but not limited to: name, address, telephone number, date of birth, gender, minority status, disability status, emergency contact person's name and telephone number, and functional abilities of client relevant to service(s) delivered.
- 7.3 The Contractor will retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the AAA and ODA and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years. If a record is monitored or audited, the Contractor shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the

Contractor to retain the record for more than three years.

- 7.4 The Contractor agrees to document that service(s) were delivered in accord with the ODA taxonomy of services and Agency clarifications to said taxonomy as well as the ODA Conditions of Participation and Service Specifications in accord with ODA Policy 308.00.
- 7.5 The Contractor agrees that said records shall be accessible to the Agency, except for the names of complainants, residents of long term care facilities, and recipients of community-based long term care services, and retained for a period of three years following the period of this agreement. The Office of the State Long Term Care Ombudsman of ODA shall have access to the complaint files of the Contractor. The Agency agrees that all information contained in said records will be treated in accord with all applicable legislation guaranteeing privacy.

ARTICLE VIII: ACCOUNTING RECORDS

- 8.1 The Contractor agrees to maintain its accounts and documents so as to readily permit the determination of the status of the cost of services rendered under this Agreement at any time and to have such information readily available for examination by Contractor auditors or Agency representatives.
- 8.2 The Contractor agrees to maintain supporting documents so as to permit the determination of the status of cash, accrual and in-kind transactions which are used to support the Contractor's Alzheimer Respite funds.
- 8.3 If the Contractor receives funds to administer activities not covered under this agreement, the Contractor agrees to develop and maintain documentation describing the method used to allocate any line-item costs that are shared by the Alzheimer Respite service(s) and other such activity and to have such information readily available for examination by Contractor auditors or Agency representatives.

ARTICLE IX: CONTRACTOR AUDITS

- 9.1 If the Contractor is subject to OMB circular A-133 requirements the Contractor agrees to obtain an independent audit by a certified public accountant which encompasses the grant period and funds under this agreement within nine months after the end of this agreement period and to provide the Agency with a copy of the said audit report within ten (10)

calendar days after such report is received by the Contractor.

- 9.2 If the Contractor is not subject to OMB circular A-133 requirements, but still obtains an annual agency audit which covers any part of this grant period, Contractor agrees to submit a copy of this audit report to the agency within 10 calendar days after such report is received by Contractor.
- 9.3 The Contractor agrees that said audit will be engaged in accord with all State and Federal regulations governing audits of the funds paid under this Agreement.
- 9.4 The Contractor agrees to respond in writing to the Agency within ten (10) calendar days of a written receipt of any audit findings pertaining to the Contractor's Alzheimer Respite Service(s) with a plan to resolve said findings. If said response is not received by the Agency within the said ten (10) calendar days, the Agency may suspend payments to Contractor until corrective action acceptable to the Agency is implemented. The Contractor agrees to reimburse the Agency any funds paid under this agreement which is found in the course of said audit to have been improperly or illegally used.

ARTICLE X: PROBLEMS IN PROVISION OF SERVICES

- 10.1 The Agency will inform the Contractor in writing of any problems it notes in the provision of the service(s). The Contractor shall respond in writing to the Agency within thirty (30) calendar days after the sending of such notice informing the Agency of the corrective action it will take in regard to each such problem, and stating when such corrective action will be effective.
- 10.2 If the Agency does not approve such corrective action, and/or the date proposed for its implementation, it shall so inform the Contractor in writing and specify a time by which corrective action acceptable to it shall be proposed and/or implemented. If such corrective action is not proposed and/or implemented by that time, then the Agency may suspend payments to Contractor until corrective action acceptable to the Agency is implemented.

ARTICLE XI: RECOVERY OF FUNDS

- 11.1 The Contractor must return any funds received for providing services, if the Agency ascertains that the Contractor was paid for any unit or units of service it did not provide, or for units that it provided that did not comply with the Administrative Code, the Revised Code, any other law that regulates the Contractor or the services provided, and/or with the

requirements set forth in the SFY 2010 Alzheimer Respite RFP, and/or with the Contractor's proposal, and/or that the Contractor failed to document the provision of any unit or units of service as required under this Agreement.

- 11.2 The Agency may recover its payment made for any such unit or units from the Contractor by withholding funds due to the Contractor under this Agreement or any other Agreement the Contractor enters into with the Agency whether that Agreement is currently in effect at any time after the termination of this Agreement. Recovery may also be sought by legal action by any court with competent jurisdiction.

ARTICLE XII: CONDITIONAL CONTRACTOR STATUS

In accordance with Agency Policy Conditional Contractor Status, the Agency may designate an Alzheimer Respite service Contractor with problematic programs as described in said policy as a *Conditional Contractor* and subject it to a period of probationary status. In event of said designation, the terms of the probation shall become an addendum to this contract.

ARTICLE XIII: CONDITIONS OF THE GRANT

- 13.1 The Agency may suspend or terminate the grant and/or any payments in whole or in part due under this Agreement for any one of the following causes:
- A. Failure to provide Reports required by this Agreement.
 - B. Failure to permit on-site monitoring and/or review of all pertinent records.
 - C. Failure to comply with the accounting records and/or audit requirements of this Agreement.
 - D. Failure to provide the service(s) required by this Agreement.
- 13.2 The Agency may give the Contractor written notice of any such failure to comply with the terms of this Agreement specifying the inappropriate or incomplete action of the Contractor.
- 13.3 The Contractor shall have ten (10) calendar days from receipt of such notification to correct its failure. If corrective action is not taken within said ten (10) calendar days, reimbursement of the funds granted under this Agreement will be suspended until the Contractor takes all required corrective action, and the Agency receives a written report of the taking of such action.
- 13.4 If said action is not taken, and said written report not provided within thirty (30) calendar

days of receipt of notification of any failure, this contract may be terminated by the Agency.

ARTICLE XIV: TERMINATION BY CONTRACTOR

If the Contractor decides that it no longer wishes to provide services under this agreement, the Contractor may not terminate services until the first day of the third month after the Agency has received written notice of termination from the Contractor.

ARTICLE XV: TERMINATION BY AGENCY

The Agency may terminate the agreement without obligation if ODA determines, through the appeals process or through monitoring, that the Contract Agreement was entered into inappropriately.

ARTICLE XVI: APPEALS

The Contractor has the right to appeal adverse action by the Agency through the process described in the Request for Proposal and Rule 173-3-09 of the Administrative Code.

ARTICLE XVII: CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 17.1 In accord with the applicable Policies and Procedures of the Ohio Department of Aging, the Agency and the Health Insurance Portability and Accountability Act (HIPAA), the Contractor shall maintain procedures to ensure the protection of the confidentiality of information about older persons collected in the delivery of services.
- 17.2 The Contractor is required to store consumer records in a designated, locked storage space. The Contractor is prohibited from using or disclosing any information concerning a consumer for any purpose directly associated with the provision of services, unless the Contractor has documentation of the Consumer's consent to do so.
- 17.3 The Contractor is prohibited from using or disclosing any information concerning a Consumer for any purpose not directly associated with the provision of services, even if the Consumer consents to doing so.
- 17.4 Any Contractor who is a mandatory reporter must immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the Contractor has reasonable cause to believe a Consumer is the victim of abuse, neglect, or exploitation, and has the consent of the Consumer.

ARTICLE XVIII: CONTRACTOR ROLE IN CASE OF DISASTER

The Contractor is required to cooperate with the Agency and ODA to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States declares that the Contractor's service area is a disaster area.

ARTICLE XIX: FOCAL POINTS

Focal points are posted on the WRAAA website at www.psa10a.org.

ARTICLE XX: INSURANCE

20.1 The Contractor shall secure and maintain at least the following minimum amounts of insurance for the period of this agreement:

- A. General liability insurance, both public and automobile, against claims for injury and/or death in the amount of \$1,000,000 aggregate and per occurrence.
- B. Automobile (if transportation is part of the Alzheimer Respite service under this Agreement) and other property damage insurance in an amount not less than \$50,000 for damages in any one accident or occurrence.
- C. Fidelity bond or employee theft coverage on persons handling Alzheimer Respite program funds in the amount of no less than \$10,000 or 10% of this contract amount which ever is greater.
- D. Property insurance on equipment or capital improvements funded at least in part by Agency grant funds or Alzheimer Respite program income.
- E. The insurance required under this contract shall cover the acts and/or omissions of both paid employees and volunteers working for the Contractor.

20.2 If the Contractor is a government agency, Contractor is not required to purchase insurance coverage if Contractor passes a resolution authorizing self-insurance against the damages, losses, acts and omissions described in this section, or Contractor resolved to assume all the risk and responsibility for its acts or omissions of both paid employees and volunteers working for Contractor.

ARTICLE XXI: INDEMNIFICATION

To the extent authorized by law, the Contractor agrees to indemnify and hold the Agency and ODA harmless from any and all claims, demands, damages, suits, judgments, awards, costs and expenses, including but not limited to attorney's fees, arising from, resulting from or attributable to the performance of services under this agreement by the Contractor and/or its volunteers, excepting only those matters or occurrences caused by the sole negligence of the Agency.

ARTICLE XXII: LEGAL OBLIGATIONS

22.1 The Contractor shall conform to the requirements of all applicable federal, state and local laws, regulations and established guidelines incorporated by reference herein, including, but not limited to:

- A. Civil Rights Act of 1964, as amended;
- B. Section 504 of the Rehabilitation Act of 1973, as amended;
- C. Age Discrimination Act of 1975, as amended;
- D. Fair Labor Standards Act of 1938, as amended;
- E. Age Discrimination in Employment Act of 1967, as amended;
- F. State and local health, fire, safety, zoning and sanitation codes;
- G. Federal, State and local financial and payroll reporting requirements;
- H. Federal and State lobbying restrictions and reporting requirements;
- I. The Americans with Disabilities Act of 1990; and
- J. ODA and Agency Policies and Procedures.
- K. Health Insurance Portability and Accountability Act

22.2 The Contractor further agrees that no person shall on grounds of race, color, religion, sex, national origin, handicap, ancestry, age, sexual orientation or veteran status be excluded from participating in or be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

ARTICLE XXIII: AFFIRMATIVE ACTION

For the period of this Agreement, the Contractor agrees to have executed a written Equal Employment Opportunity Affirmative Action Plan in accordance with Title VI and Title VII

of the 1964 Civil Rights Act, as amended. (Appendix A to 45 C.F.R. 74 or 45 C.F.R. 72.36(i) The Contractor further agrees that the following posters and notices will be prominently displaced at the Contractor's main office: (A) EEO policy statement (B) EEO posters (C) Job vacancies (D) Training sessions available (E) Discrimination complaint procedures.

ARTICLE XXIV: PUBLICITY

24.1 The Contractor agrees that all public notices and publicity regarding this program shall state that: "This program is made possible by a grant from the Ohio Department of Aging through the Western Reserve Area Agency on Aging."

ARTICLE XXV: CONTRACT MODIFICATION

This Agreement which incorporates Contractor's approved Alzheimer Respite proposal. Any amendment to laws, rules, or regulations cited in the Contract Agreement will result in a correlative modification to the Contract Agreement without the necessity of executing a written amendment. However, all amendments attached hereto may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Agency and the Contractor have executed this Agreement on the dates written below their signatures.

WESTERN RESERVE AREA AGENCY ON
AGING

Ronald Hill, Executive Director

Date

CONTRACTOR

Print Contractor Name

Contractor Duly Authorized Signatory

Print Name and Title of Signatory

Date