

## **DEPARTMENT FOR AGING AND REHABILITATIVE SERVICES**

### **CONTRACT FOR TITLES III AND VII, OLDER AMERICANS ACT NO WRONG DOOR / AGING & DISABILITY RESOURCE CENTER CARE COORDINATION FOR ELDERLY VIRGINIANS AND RESPITE CARE INITIATIVE PROGRAM**

- 1. TITLES III AND VII, OLDER AMERICANS ACT PROGRAM  
PURPOSE AND REQUIREMENTS**
  
- 2. DEFINITIONS**
  
- 3. AREA AGENCY ORGANIZATION AND ADMINISTRATION UNDER  
TITLES III AND VII, OLDER AMERICANS ACT**

The Area Agency agrees to carry out Title III and Title VII of the Older Americans Act programs according to the following requirements:

**3.1 AUTHORITY AND CAPACITY:**

**3.2 ORGANIZATION:**

**3.3 STAFFING:**

**3.4 PERSONNEL:** The Area Agency shall have written policies and procedures, approved by the governing board, for personnel administration. The Area Agency agrees to be fully responsible for the acts and omissions of its agents and/or employees committed within the scope of their employment.

If the Area Agency is a public agency, it shall develop and implement methods of personnel administration which are consistent with the standards for a Merit System of Personnel Administration and any standards prescribed by the U.S. Civil Service Commission pursuant to the most recent applicable provisions of the Intergovernmental Personnel Act of 1970, (5 CFR Part 900, Subpart F) including all modifications or superseding amendments of such standards, or standards required under Virginia statutes and policies.

If the Area Agency is a private agency, it shall develop and implement methods of personnel administration that are reasonably consistent with the above standards.

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Documentation of methods used to comply with this section shall be maintained in the files of the Area Agency and shall be made available to the State Agency upon request.

The Area Agency shall ensure all salaried agency staff including the Executive Director are evaluated annually. When the Executive Director's salary is set by the governing board it is to be done with documentation of comparable positions in the region.

**3.5 TRAININGS, WORKSHOPS, AND MEETINGS:**

**3.6 SUBCONTRACTS/SUBGRANTS:**

**3.7 PUBLIC PARTICIPATION:**

**3.8 ADVISORY COUNCIL:**

**3.9 COORDINATION WITH OTHER PROGRAMS:**

**3.10 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND GUIDELINES:**

**3.11 PROGRAM REQUIREMENTS AND SERVICE STANDARDS:** In this document, all references to Service Standards are defined as the Department for Aging and Rehabilitative Services Service Standards. The State Agency has developed Service Standards for Area Plan activities funded by this contract. The services standards include but are not limited to: Adult Day Care, Assisted Transportation, Care Coordination, Checking, Chore, Communication Referral and Information Assistance (CRIA), Congregate Nutrition, Disease Prevention and Health Promotion, Elder Abuse Prevention, Emergency, Employment, Health Education Screening, Home Delivered Meals, Home Health, Homemaker Service, I.D. Discount, Legal Assistance, Long-Term Care Coordinating Activities, Money Management, Medication Management, Options Counseling, Personal Care, Preparation and Administration of the Area Plan, Public Information / Education, Residential Repair and Renovation, Socialization and Recreation, Transportation, and Volunteer.

The State Agency shall make these documents available on its website at [www.vda.virginia.gov](http://www.vda.virginia.gov).

Area Agency subcontracts expending funds pursuant to this Contract shall state, "The subcontractor shall adhere to the requirements established in

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the appropriate Virginia Department for Aging and Rehabilitative Services Service Standard.”

**3.12 SERVICE DELIVERY PRIORITIES:**

**3.13 VOLUNTARY CONTRIBUTIONS:**

**3.14 COST SHARING / FEE FOR SERVICE:**

**3.15 COST SHARING DETERMINATION (FEE SCALE):** The Area Agency shall use the most current Federal Poverty/**DARS** Sliding Fee Scale to determine all client fees for all services except: communication referral and information assistance, outreach, benefits counseling, Older Americans Act care coordination, ombudsman, elder abuse prevention, legal assistance or other consumer protection services and congregate and home delivered meals. The Federal Poverty/**DARS** Sliding Fee Scale is based on the Board of Health’s provisions of the "Regulations Governing Eligibility Standards and Charges for Health Care Services to Individuals", 12 VAC 5-200. The Area Agency may obtain a waiver from the State Agency to use an alternative Sliding Fee Scale as set forth in the Area Plan.

**3.16 ESTABLISHMENT OR MAINTENANCE OF COMMUNICATION REFERRAL AND INFORMATION ASSISTANCE SERVICES:**

**3.17 CONFIDENTIALITY:**

**3.18 CLIENT APPEALS PROCESS:**

**3.19 CLIENT RECORDS:**

**3.20 OMBUDSMAN:** If the Area Agency operates a Local Long-Term Care Ombudsman Program funded through the State Agency, the Area Agency shall employ, in consultation with the State Ombudsman, an individual to fulfill local ombudsman responsibilities as defined by the Office of the State Long-Term Care Ombudsman (in accordance with the Older Americans Act, Title VII, Chapter 2). The Area Agency shall work with the State Ombudsman office in arranging for the local ombudsman candidate to complete established requirements for certification and designation as the Local Ombudsman. The State Long-Term Care Ombudsman Program will arrange for training of the local ombudsman, and is responsible for making the final decision as to whether the candidate can be certified and designated as a local ombudsman within the statewide program. Any local 'ombudsman in training' (i.e., individual hired as local ombudsman by the Area Agency on Aging, but not yet certified by the State Long-Term

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Care Ombudsman) shall work directly under the auspices of the State Long-Term Care Ombudsman and within parameters set by the Office of the State Long-Term Care Ombudsman. The Area Agency shall be responsible for the provision of legal representation needs of the Local Long-Term Care Ombudsman.

If the Area Agency operates a Local Long-Term Care Ombudsman Program all individuals who access the OmbudsManager application software produced by Harmony Information Systems, Inc. shall submit to the State Agency in advance an "Acknowledgement of Information System Access and Confidentiality" form.

**3.21 WAITING LIST FOR SERVICES:** If an Area Agency has a waiting list for any service, the Area Agency shall have a written Waiting List policy approved by the governing board. The policy shall identify the services, the procedure the agency follows to inform the individual they are on a waiting list and the circumstances where they are removed from the list and/or provided services.

**4. NO WRONG DOOR / AGING AND DISABILITY RESOURCE CENTER (NWD/ADRC) COMMUNITY LEAD AGENCY**

**5. NWD/ADRC GRANT TRANSITION TEAMS**

**6. LOCAL CONTACT AGENCY (LCA)**

**7. CARE COORDINATION FOR ELDERLY VIRGINIANS**

**8. RESPITE CARE INITIATIVE PROGRAM PURPOSE AND REQUIREMENTS**

**9. OTHER PROGRAMS AND FUNDS**

**10. GENERAL TERMS AND CONDITIONS**

**10.1 APPLICABLE LAWS AND COURTS:**

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**10.2 ANTI-DISCRIMINATION:**

**10.3 ETHICS IN PUBLIC CONTRACTING:**

**10.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

**10.5 DEBARMENT STATUS:**

**10.6 ANTITRUST:**

**10.7 PAYMENT:**

**10.8 PRECEDENCE OF TERMS:**

**10.9 QUALIFICATIONS OF AREA AGENCY:**

**10.10 TESTING AND INSPECTION:**

**10.11 ASSIGNMENT OF CONTRACT:**

**10.12 CHANGES TO THE CONTRACT:**

**10.13 DEFAULT:**

**10.14 INSURANCE:** The Contractor shall have the following insurance coverage. The Contractor further certifies that any subcontractors shall maintain this insurance coverage during the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Virginia by the State Corporation Commission.

**REQUIRED MINIMUM INSURANCE COVERAGE AND LIMITS:**

**10.14.1 Workers' Compensation – Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

**10.14.2 Employer's Liability - \$100,000.**

**10.14.3 Commercial General Liability - \$1,000,000 per occurrence.** Commercial General Liability is to include bodily injury and

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property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be names as an additional insured and so endorsed on the policy.

**10.14.4 Automobile Liability - \$1,000,000 per occurrence.**

**10.15 DRUG-FREE WORKPLACE:**

**10.16 NONDISCRIMINATION OF AREA AGENCIES:**

**10.17 AVAILABILITY OF FUNDS:**

**10.18 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

**11. SPECIAL TERMS AND CONDITIONS**

**11.1 ADDITIONAL INSURANCE:** In administering this Contract, the Area Agency shall have the following insurance coverage. The Area Agency shall maintain this insurance coverage during the entire term of the Contract and furnish proof of same to the State Agency when requested.

**11.1.1 Commercial Crime Coverage - \$100,000.**

The policy must include all individuals (employees and volunteers) who have check signing authority, the Executive Director, employees responsible for collecting, accounting or maintaining agency funds and individuals involved in fundraising.

**11.1.2 Directors' and Officers' Liability Insurance - \$1,000,000.**

The policy must protect members of the governing board, the Executive Director, and other Officers of the Corporation against claims brought by employees, consumers, clients, or businesses because of wrongful acts committed in the course of their executive duties.

**11.1.3 Employment Practices Liability - \$1,000,000.**

The policy must provide protection against claims made by employees, former employees, or potential employees for discrimination (age, sex, race, disability, etc.), wrongful termination of employment, sexual harassment, and other employment-related allegations.

**11.2 AMENDMENT OF CONTRACT:**

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**11.3 AREA AGENCY RESPONSIBILITIES:**

**11.4 AUDIT:** The Area Agency shall contract with an accounting firm or independent Certified Public Accountant to perform an annual audit. The accounting firm or auditor may perform the Area Agency audit up to five (5) consecutive years. After five (5) consecutive years, the Area Agency is required to obtain the services of a different accounting firm or independent Certified Public Accountant. The new accounting firm or independent Certified Public Accountant shall be selected in accordance with procurement requirements.

The Area Agency shall submit to the State Agency an audit or agency-wide financial review for each year covered by the funds awarded under this Contract. If the Area Agency receives federal funds that meet or exceed the requirements of OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations, the Area Agency shall ensure that an agency-wide audit is conducted at the close of each fiscal year in accordance with OMB Circular A-133. If payment under this Contract exceeds Two Hundred Thousand (\$200,000.00) Dollars, but the Agency does not receive federal funds that meet or exceed the OMB Circular A-133 reporting requirements, the Area Agency shall submit to the State Agency financial statements reviewed by an independent Certified Public Accountant.

The audit or agency-wide financial review shall comply with OMB Circular A-87, Cost Principles for State and Local Governments or OMB Circular A-122, Cost Principles for Nonprofit Organizations.

For all Area Agencies on Aging (AAAs) the current year audit or agency-wide financial review shall be submitted to the State Agency no later than December 15<sup>th</sup> of each year. If, for reasons not within the control of the Area Agency, this report cannot be submitted by this time, the Area Agency shall make a written request for an extension of time. A justifiable extension for an audit or agency-wide financial review shall be granted for no more than thirty (30) days. The request for an extension must be received by December 15<sup>th</sup>. Submission of an audit or review report beyond a granted thirty (30) day extension or an audit report that does not meet specific state and federal requirements may result in withholding of payments until the audit or independently reviewed financial statements is received and found to be consistent with all requirements.

**11.5 CERTIFICATION REGARDING LOBBYING:**

**11.6 CONFLICT OF INTERESTS:**

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**11.7 CONTINUITY OF OPERATIONS PLAN:**

**11.8 COVENANT AGAINST CONTINGENT FEES:**

**11.9 CRIMINAL BACKGROUND CHECKS:**

**11.10 DESIGNATION OF AREA AGENCY:**

**11.11 EXPENDITURE OF FUNDS:**

**11.12 EXPENDITURE OF FUNDS – CARE COORDINATION:** State general funds may be used to supplement, but not supplant, current care coordination activities. The Area Agency shall maintain its current level of effort in the Care Coordination for Elderly Virginians Program.

A maximum of twenty-five (25%) percent of the total funds budgeted may be used for the purpose of purchasing gap-filling services, without prior written consent of the State Agency.

The Area Agency agrees that it shall neither budget nor spend Title III, Older Americans Act funds for the Care Coordination for Elderly Virginians Program.

If an Area Agency does not appropriately expend all of its state general funds within the required timeframe and subsequently returns unspent state dollars to the State Agency, the Area Agency will have future awards reduced by the amount unspent. No reduction will occur if the Area Agency notifies the State Agency of unspent funds in accordance with the time requirements for an amendment in Section **Error! Reference source not found..**

**11.13 EXPENDITURE OF FUNDS – RESPITE CARE INITIATIVE PROGRAM:**

**11.14 FRAUDULENT TRANSACTION:** Upon the discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred involving funds or property under this Contract, including funds used as match and in-kind, the Area Agency shall promptly report such information to the State Agency.

**11.15 INDEMNIFICATION:**

**11.16 INFORMATION TECHNOLOGY SECURITY:** The Area Agency shall comply with all Virginia Information Technologies Agency's requirements. Specifically, the Area Agency must meet the [IT Information Security](#)

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Standard (SEC501-06) or subsequent version. For the purpose of this section, sensitive IT systems or data is defined as any system or report or information which contains data that could have a material adverse effect on the interests of the Area Agency or the Commonwealth of Virginia.

The State Agency will perform periodic audits of Area Agencies to ensure compliance. Area Agencies that are not in compliance will be required to submit a Corrective Action Plan (CAP). It is envisioned the audit results will be published on a public website. The website will contain a dashboard identifying the compliance of each Area Agency. The information will likely be communicated through green, yellow or red colors similar to a stoplight with definitions to be developed.

**11.17 INTERNET AND E-MAIL CAPABILITIES:**

**11.18 INTERPRETATION OF FEDERAL REGULATIONS:**

**11.19 LICENSURE/CERTIFICATION REQUIREMENTS:**

**11.20 MANDATED REPORTERS:**

**11.21 OBLIGATION OF FUNDS:**

**11.22 OWNERSHIP OF INTELLECTUAL PROPERTY:**

**11.23 PERSONNEL CHANGES:** The Area Agency shall notify the State Agency of changes in program name, key personnel, addresses, telephone numbers, e-mail addresses, website URLs and other significant administrative changes within fourteen (14) days of the change. The Area Agency shall notify the State Agency by submitting a new Area Agency and Contractor Information Form.

**11.24 PROGRAM AND FINANCIAL COMPLIANCE REVIEW AND PROGRAM EVALUATION:**

**11.25 PROCUREMENT:**

**11.26 PUBLIC INFORMATION:**

**11.27 PURCHASE OF EQUIPMENT AND COMPUTERS:**

**11.28 RECORDS AND REPORTS:**

**11.28.1 Aging Monthly Report (AMR):**

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**11.28.2 Advanced Information Manager (AIM):** The Area Agency shall submit accurate interim and final client level, caregiver and service data appropriate with each Service Standard in a format defined by the State Agency using the AIM software produced by the Saber Corporation. This provision is applicable unless formally approved to have transitioned to the No Wrong Door Tools Application.

The Area Agency will by December 15, 2012 migrate from an AIM locally hosted environment to a centrally hosted environment maintained by Saber Corporation. Agencies currently paying maintenance fees will incur no additional charges in order to complete this task.

The Area Agency shall submit accurate data on the preceding month's activities by the thirtieth (30<sup>th</sup>) day of the second (2<sup>nd</sup>) and each succeeding month of the Contract period. If the thirtieth (30<sup>th</sup>) day is not a state business day, data shall be submitted on the next workday. The Area Agency shall submit accurate final data no later than thirty (30) days after the Contract period.

The Area Agency shall create a complete backup of the AIM database at least monthly. The Area Agency shall conduct a test at least semi-annually of the completeness of the backup. The backup shall be stored in a secure environment.

**11.28.3 No Wrong Door Tools Application:**

**11.28.4 OmbudsManager:**

**11.28.5 Unmet Demand For Services:**

**11.28.6 National Aging Program Information System Annual Summary Report:**

**11.28.7 Final (13<sup>th</sup> Month) Report and Schedules A, B, & C:**

**11.29 REIMBURSEMENT:**

**11.30 SEVERABILITY:**

**11.31 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

**11.32 SUBCONTRACTORS:**

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**11.33 TOLL-FREE TELEPHONE NUMBER:** The Area Agency shall maintain and publicize a customer-oriented and user-friendly toll-free telephone number. In a planning and service area where a toll-free telephone number is not practical or all areas of the planning and service area may directly contact the main Area Agency office from any region in the planning and service area through a local telephone number, an exemption to this requirement may be requested in writing from the State Agency.

**11.34 WHISTLEBLOWER OR FRAUD WASTE AND ABUSE POLICY:** The Area Agency shall develop and implement a Whistleblower Policy, sometimes referred to as a Fraud Waste and Abuse Policy. In accordance with IRS guidance, the policy shall protect individuals from retaliation that report credible information on illegal practices or violations. The policy must be approved by the governing board and identify to whom such information should be reported and how employees are clearly made aware of the policy.