

CONTRACT FOR SERVICE

FSS
3463

FLEXIBLE SENIOR SERVICES

This contract, made on this 28th day of AUGUST, 2009, between the East Central Illinois Area Agency on Aging, Inc., hereinafter known as the **AREA AGENCY** and **Vermilion County Health Department**, hereinafter referred to as the "**PROVIDER**", shall become effective JULY 1, 2009, and shall terminate on JUNE 30, 2010.

A. As the designated Case Coordination Unit, the **PROVIDER** agrees to perform the following:

<u>Service</u>	<u>Amount</u>	<u>Service Area</u>
Flexible Senior Services	\$13,263	Vermilion

B. Under this contract, the **PROVIDER** agrees to follow the requirements and guidelines for the demonstration project as identified in the Flexible Senior Services & Assistive Technology Demonstration Project Instruction Memorandum (PIM).

C. Under this contract, the **PROVIDER** agrees to perform all demonstration project activities of the following:

1. Ensuring proper documentation;
2. Ensuring proper monthly reporting;
3. Ensuring Flexible Senior Services is payment of last resort;
4. Ensuring adherence to Illinois Housing Development Authority's Area Median Income reporting requirements;
5. Submit monthly Excel reporting form to the **AREA AGENCY**;
6. Submit close-out reporting within 60 days of end of State Fiscal Year to the **AREA AGENCY**;

D. Under this contract, the **PROVIDER** agrees to adhere to requirements and guidelines for requesting waiver exceptions.

E. Under this contract, the **PROVIDER** agrees to provide monthly Flexible Senior Services narrative reports briefly describing CCU activities to the **AREA AGENCY**.

F. Under this contract, the **PROVIDER** agrees to participate in evaluation activities yet to be determined.

G. Under this contract, the **PROVIDER** agrees to participate in quality assurance reviews for Flexible Senior Services as prescribed by the Illinois Department on Aging to ensure the guidelines for Flexible Senior Services have been followed.

H. Receipt of funds under this contract is contingent upon the performance of the above-mentioned service by the **PROVIDER**.

- I. The **PROVIDER** will complete and submit to the **AREA AGENCY** programmatic data concerning the demographic and other required characteristics of older persons served under this contract.
- J. The **PROVIDER** understands that the purpose of the Older Americans Act and State programs is to foster the development of comprehensive and coordinated service systems for older persons within the Planning and Service Area. The primary objectives of this service system are to prevent premature institutionalization by securing and maintaining independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and, to remove individuals and social barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in their own communities.
- K. The following shall constitute non-compliance: 1) report units of service which do not comply with the service unit definition; 2) incur costs not consistent with the provision of services required under this contract; 3) failure to comply with Federal, State, and **AREA AGENCY** Regulations and Policies, as herein set forth and as detailed in the **AREA AGENCY'S** Service Providers Policy and Procedure Manual; and/or, 4) engage in or allow management practices which fail to ensure compliance with this agreement.
- L. **AREA AGENCY**-required program and fiscal reports from the **PROVIDER** will be considered delinquent if the reports have not been received by the due date established by the **AREA AGENCY**. **PROVIDERS** will be assessed a penalty for delinquent reports of 1/10 of 1% of the **AREA AGENCY** share of the contract award for each day the report is delinquent. Once the award is reduced, there is no method to regain the lost funds. Provision for a waiver of this policy will be entertained through a formal written request by the **PROVIDER** regarding the circumstances behind the request. The **AREA AGENCY** has the authority to accept or reject such a request.
- M. The Area-Agency has granted approval that services under this contract agreement may be transferred to a third party through purchase of service agreements.
1. All records of the **PROVIDER** relating to this agreement must be available upon request to the **AREA AGENCY**, the Illinois Department on Aging, and appropriate Federal agencies.
 2. The **PROVIDER** agrees to notify the **AREA AGENCY**, in writing, sixty (60) days prior to its desire to terminate the agreement.
 3. The **PROVIDER** agrees to administer services under this agreement in accordance with all assurances and representations it made in its contract proposal and with policies and procedures prescribed by the **AREA AGENCY**, including the Area Agency's Service Providers Policy and Procedures Manual. It further agrees to comply with the Illinois Act on Aging and all applicable rules and regulations of the Illinois Department on Aging. It further agrees to comply with the Older Americans Act of 1965 as amended and all applicable federal regulations issued pursuant thereto including, but not necessarily limited to, 45 CFR 1321, 45 CFR 74, 45 CFR 92 and 48 CFR 31. The **PROVIDER** will also comply with requirements concerning federal civil rights, environmental and other laws applicable to federal awards and sub-awards, and suspension and debarment under Executive Order 12549.

- N. If the **PROVIDER** complies with conditions and assurances under this agreement, the **AREA AGENCY** agrees to provide Older Americans Act and/or Illinois General Revenue Fund monies with the maximum amount not to exceed the Area Wide Award listed on Page 1. Adjustments to the disbursement of funds will be made for low expenditure levels. Refer to Section 609 of the **AREA AGENCY'S** Service Providers Policy and Procedure Manual.
- O. The **AREA AGENCY** retains the right, power, and privilege to develop and interpret rules, policies, procedures, and standards for the fundable service(s) and activities under this award.
- P. **ASSURANCES.** The following Older Americans Act Assurances apply to all activities under this application and the **PROVIDER** agrees to develop and follow a system to ensure operation in conformance with:
1. **General Program Purpose**
In order to achieve the purpose of the Older Americans Act and/or Illinois General Revenue fund programs, the resources made available to the **PROVIDER** by the **AREA AGENCY** are designed to:
 - a. Draw in commitments from public and private agencies which have resources that can be utilized to service older persons, and encourage such agencies to enter into cooperative agreements directed toward maximum utilization of existing resources on behalf of older persons.
 - b. Make existing social services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including physically and mentally disabled, to obtain other social services.
 - c. Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons, but which are not otherwise available.
 2. **Targeting:**
PROVIDER understands and agrees to follow priorities set by the **AREA AGENCY** for targeting services to the rural elderly, older individuals who have greatest economic need (with special emphasis to low-income minority individuals), older individuals who have greatest social need (with special emphasis to low-income minority), and older individuals with severe disabilities, and inform such individuals of the availability of services under the Older Americans Act.
 3. **Authority and Capacity of PROVIDER:**
The **PROVIDER** assures that it has the authority and capacity to develop and carry out a program under this contract and has the capacity to manage funds from multiple sources.
 4. **Cost Allocation Among Funding Sources:**
The **PROVIDER** shall establish and maintain on file a written plan detailing the methods employed to allocate costs among various funding sources.

5. Working Agreements:

PROVIDER will cooperate with the **AREA AGENCY** and will enter into a working agreement between recipients of grants or contracts for Social Service providers, Nutrition providers, Senior Information Services Sites, **AREA AGENCY** designated Community Focal Points, and Case Coordination Units in the **PROVIDER'S** service area(s).

6. Coordination with Social Security Act Programs:

PROVIDER will provide for maximum coordination between its programs and activities under the application and resources available under Title VI, XIX, and XX of the Social Security Act.

7. Licensure Requirements:

The **PROVIDER** assures that where State or local jurisdictions require licensure for the provision of service, the **PROVIDER** will be licensed, or will meet the requirements for licensure.

8. Evaluation/Compliance:

PROVIDER will cooperate and assist in any efforts undertaken by the **AREA AGENCY**, the State, or the Administration on Aging to evaluate the effectiveness, feasibility, and cost of activities under the **PROVIDER**, through program and/or fiscal compliance reviews, or any other method deemed necessary.

9. Contributions:

PROVIDER will afford participants the opportunity to contribute to all or part of the costs of the service(s) provided. Each participant shall be permitted to determine for themselves what they are able to contribute toward the cost of the service(s). No older persons shall be denied a service because of their failure to contribute all or part of the cost of such service.

The **PROVIDER** will provide that the methods of receiving contributions from individuals will be handled in such a manner as not to publicly differentiate among individuals' contributions. Where feasible, the **PROVIDER** will inform the participant, in writing, of the cost of the service.

10. Interest Income:

All interest income earned after January 1, 1984, on Older Americans Act and/or Illinois General Revenue funds must be spent for program purposes in accordance with Older Americans Act regulations, **AREA AGENCY** policies and procedures, and the Department on Aging rules and regulations. Interest income will be reported in accordance with **AREA AGENCY** policies and procedures, and the Illinois Grants Recovery Act. The **AREA AGENCY** must approve the use of interest earned on funds awarded under this contract. Refer to Section 612 of the **AREA AGENCY'S** Service Providers Policy and Procedure Manual.

11. Equipment:

The **PROVIDER** must follow property management standards prescribed in 45 CFR Part 74 for equipment purchases under this contract.

12. Confidentiality:

All information which is identifiable with any specific individual must be kept confidential unless the person concerned gives informed consent for the information to be released. Confidentiality procedures must include:

- a. Right of Protection. Clients shall have a right to the protection of confidential information about themselves. This right may be superseded only in exceptional situations, i.e., a court subpoena, where it is necessary to protect the client or others.
- b. Sources of Information. Client's consent must be obtained before client-specific information is released to other sources.
- c. Informed Consent. No information about an older person, or information obtained from an older person, shall be disclosed by a **PROVIDER** in a form that identifies the older person, without the informed consent of the older person or his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies, including the Area Agency on Aging. **PROVIDERS** are strongly encouraged to obtain informed consent in writing.
- d. A **PROVIDER** funded by the Area Agency on Aging for the provision of legal assistance service may not be required to reveal any information about an older person receiving legal assistance service that is protected by attorney-client privilege.

13. Records and Reports:

PROVIDER will keep such records and make such reports in such form and containing such information as may be required by the **AREA AGENCY** or State in accordance with guidelines issued by the Administration on Aging. The **PROVIDER** will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the **AREA AGENCY**, and the nature and amount of all charges claimed to be against such funds. The **PROVIDER** will allow the **AREA AGENCY**, the Illinois Department on Aging, Comptroller General, or appropriate Federal agency, through any authorized representative, the access to and the right to examine all records, books, papers, or documents relative to the contract.

14. Civil Rights:

The **PROVIDER** will comply with the Illinois Human Rights Act; the Americans With Disabilities Act; the U.S. Civil Rights Act; Section 504 of the Rehabilitation Act; the Age Discrimination Act; the Age Discrimination in Employment Act; and the U.S. and Illinois Constitutions and the regulations issued pursuant thereto. Also, the **PROVIDER** further certifies that it has no commitments or obligations which are inconsistent with compliance

of these and any other pertinent Federal and State regulations and policies, and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

The **PROVIDER** ensures that each program activity is operated so that, when viewed in its entirety, the program or activity funded by the Area Agency on Aging is readily accessible to and usable by individuals with disabilities.

The **PROVIDER** shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee, unless the **PROVIDER** can demonstrate that the accommodation would impose undue hardships on the operations of its program.

15. Assistance for Elderly Disaster Victims:

Upon declaration of a major disaster by the President or Governor, the **PROVIDER** will cooperate with the **AREA AGENCY** and State to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims. The **PROVIDER** will participate in the **AREA AGENCY'S** Disaster Response Plan contained in the Service Providers Policy and Procedure Manual, Section 500. Nutrition **PROVIDERS** will provide meals to older persons in weather-related emergencies.

16. Providers of Senior Information Services:

The **PROVIDER** will provide information & assistance and/or outreach activities when necessary, and assist older individuals in taking advantage of benefits under other programs.

17. Federal Fair Labor Standards Act:

PROVIDER will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

18. Safeguards:

PROVIDER will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

19. Recognition of Funding:

PROVIDER agrees to acknowledge the **AREA AGENCY** as a funding source on all publicity regarding this contract for services, and to display the logo of the EAST CENTRAL ILLINOIS AREA AGENCY ON AGING, INC., at the **PROVIDER** agency's facilities, project facilities, and on their vehicles in a visible location.

20. Insurance:

PROVIDER will maintain insurance coverage as prescribed in the Area Agency Service Providers Policy and Procedure Manual, Section 607.C.

21. Conviction of Bribery:

PROVIDER assures that no official, agent, or employee of the **PROVIDER** agency has been convicted of bribery or attempting to bribe an officer's or employee's official capacity or has made an admission of guilt of such conduct which is a matter of record, but has not been prosecuted of such conduct.

22. Compliance with Applicable Laws, Ordinances or Codes:

A **PROVIDER** receiving funding from the Area Agency on Aging ensures that it operates fully in conformance with all applicable Federal, State and local fire, health, safety and sanitation and other standards prescribed in law or regulations, including labor regulations.

PROVIDERS receiving Area Agency funding for multi-purpose senior center operations and/or facility development ensure that the facility complies with all applicable State and local health, fire, safety, building, zoning, and sanitation laws, ordinances, or codes.

23. Views of Older Persons:

PROVIDER assures it has a mechanism for obtaining the views of older persons in planning to meet service needs and carrying out the activities under the **AREA AGENCY** contract. In order to insure views and advisements from older persons, all funded programs must have a governing and/or advisory body that meet the criteria as set forth in the **AREA AGENCY** policy and procedures.

24. Residency/Citizenship:

The **PROVIDER** ensures that there are no requirements as to the duration of an older person's residence or citizenship imposed, in policy or practice, as a condition of participation in the provision of Older Americans Act services. The **PROVIDER** shall establish and implement written policies and procedures, as approved by the governing board of the **PROVIDER**, that ensure there are no residency or citizenship duration requirements imposed that would serve as a condition of participation in any Older Americans Act service offered by the **PROVIDER**.

25. Conflict of Interest:

The **PROVIDER** ensures that, in order to avoid conflict of interest and violation of Federal regulations, a person who is employed by the **PROVIDER** does not serve as a member of the governing board of that same **PROVIDER**.

The **PROVIDER** ensures that no family member of a paid employee of the **PROVIDER** will serve as a member of the governing board of that same **PROVIDER**.

The **PROVIDER** ensures that no person who is employed by the **PROVIDER**, or any member of the employee's family, will serve on the governing board of another Area Agency-funded **PROVIDER**.

The **PROVIDER** ensures that no person who is employed by the **PROVIDER** or any member of the employee's family, will serve on the governing board of the Area Agency on Aging.

Q. The **PROVIDER** ensures that it will comply with the service provider-specific contingencies as noted in the current fiscal year cover letter.

R. ACCEPTANCE OF CONTRACT

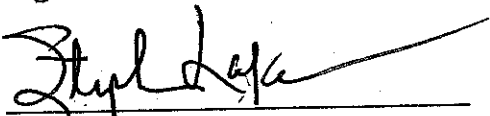
I, the undersigned, certify that I have read and understood the terms and conditions of this contract and that the **PROVIDER** will abide by them. I further certify that I am authorized to sign for the **PROVIDER** and that I have not been convicted of bribery or attempting to bribe an officer or an employee of the State of Illinois, nor have I made an admission of guilt of such conduct which is a matter of record. I, the undersigned, certify that I am not in default on an educational loan as provided in Public Act 85-827. The **PROVIDER** certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961. The **PROVIDER** certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

Michael J. O'Donnell, Exec. Dir.
Name and Title of Area Agency
On Aging Authorizing Official


Signature

8-27-09
Date

Stephen Laker, PHA
Name and Title of Grantee
Authorizing Official


Signature

9/3/09
Date