

STATE OF ALABAMA (LEE COUNTY)

TITLE III SERVICES
PROCUREMENT CONTRACT

This agreement entered into this 1st day of October 2013, by and between LEE-RUSSELL COUNCIL OF GOVERNMENTS, hereafter referred to as LRCOG, and _____ hereafter referred to as Provider.

WHEREAS, LRCOG has been awarded a grant from the Alabama Department of Senior Services, hereafter referred to as ADSS, and subject to pertinent Department of Health and Human Services regulations and policies applicable to implementation of the Area Plan under Title III of the Older Americans Act;

WHEREAS, pursuant to said grant LRCOG is under taking certain activities within Region 10 (Lee and Russell Counties); and

WHEREAS, pursuant to said grant LRCOG desires to engage Provider to render certain assistance in such undertakings;

NOW THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

1. PROVIDER AGREES. Provider shall, in a satisfactory and proper manner determined by LRCOG, perform the services described in the attached scope of services, and assurances, attached hereto and made a part of this agreement.

2. DEFINITIONS. As used in this contract:

a. **Provider** means entity, public or private, which has the responsibility of administering an area plan component or activity. Area plan means the plan for aging services for the Region 10 planning and services area.

b. **Project** means the activities of LRCOG

c. **ADSS** refers to the Alabama Department of Senior Services.

3. INITIATION OF SERVICES. The services of Provider shall commence on October 1, 2013 and continue until September 30, 2014, or less time if funds for this agreement are exhausted or terminated.

4. **MODIFICATIONS.** This agreement may be modified by amendment duly executed by authorized officials(s) of Provider and LRCOG. However, contingent upon reduced funding availability, LRCOG retains the right at any time to reduce the amount of the grant awarded under this Agreement, upon written notice to Provider.

5. **REQUEST FOR FUNDS.** Provider shall prepare request for funds on forms designated by LRCOG and submit to LRCOG by the 5th day of the following month. Such requisitions for payment will be accompanied by an accumulative report of expenditures for the contract period and a statement of unexpended funds for the contract period on hand. Reports of expenditures will include amounts of other funds committed to match the proceeds of this contract. Failure on part of Provider to submit all of the required documentation for request for funds forms by the 5th of the following month may result in delay of payment until the following month.

6. **PAYMENT OF FUNDS.** Subject to receipt of funds from ADSS and receipt of proper payment request, LRCOG shall pay accumulated authorized costs to providers by the 30th day of each month. Unexpended or unearned funds and reimbursements or rebates will automatically revert to LRCOG at the end of the contract period, or upon termination of the contract. If the contract is terminated, payment for services will be prorated. Payment will be made via direct deposit.

Payment under this contract is limited to costs made in accordance with the contract budget, which is part of the exhibits attached hereto and made a part of this agreement.

7. **MAINTENANCE OF RECORDS.** Provider shall maintain records and accounts of property, inventory, personnel, financial records, and client's information deemed necessary by LRCOG and ADSS to assure proper accounting for all project funds, including both federal and non-federal matching funds expended. Provider shall maintain documentation to insure program compliance; these records shall be retained for six years from the date of submission of the final expenditure report under the contract.

8. **SHIFT OF FUNDS.** Funds may be shifted between budget categories without prior written approval by LRCOG only to the extent that such action does not result in a substantial change in an approved project and does not increase in excess of 15% of the sum originally approved for such category. A written request must be submitted to LRCOG for approval to

transfer funds in excess of 15%. Provider will advise LRCOG in writing of any budget changes made five (5) working days of the change.

9. FIDELITY BONDING REQUIREMENT. Prior to the disbursement of funds received or dispersed under this Agreement are covered by Fidelity Insurance in an amount consistent with sound fiscal practice.

10. NON-EXPENDABLE PROPERTY. A property record inventory, including sources of funds for acquisition, date of acquisition, cost of acquisition, description, model, and serial number, and conditions will be maintained on all non-expendable items of equipment acquired for the project. Any purchases of non-expendable property over \$ 100 LRCOG must be notified in order for the item(s) to be added to the master senior center list. Purchases over \$ 150 must have approval by LRCOG. Upon termination of the project, an inventory report will be submitted to LRCOG for a determination by ADSS as to the disposition of the equipment items. At the discretion of ADSS, equipment accountability may be satisfied by refunding to ADSS an amount equivalent to the fair market value of the equipment, returning the equipment to ADSS, using the equipment on other aging projects, or transferring the equipment on other aging projects, or transferring the equipment to another federal grantee. Provider will be responsible for reporting the loss, damage, or destruction of any equipment item and for replacing or repairing such equipment items within tenworking days from the report of such loss, damage or destruction.

11. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as LRCOG or ADSS may be deem necessary, there shall be made available to LRCOG or ADSS or its designated representative to audit, examine and copy invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the contract. The requirements of OMB Circular A- 128 and the audit of this grant may be integrated with Provider's annual independent audit, when OMB Circular A-128 single audit procedure is applicable. However, an exhibit page for this grant should be included in the audit report if OMS Circular A-128 guidance is implemented. Whether prepared as a separate audit or under OMB Circular A-128 single audit procedures, said audit shall be completed in a timely manner, and LRCOG will be provided a copy of the audit report within thirty (30) days of completion of said report.

12. EVALUATION. The Provide agrees that LRCOG will carry out monitoring and evaluation activities as determined necessary by LRCOG and ADSS to insure that the contracted duties are being performed. Upon notices from LRCOG of program deficiencies, Said plan to remedy program deficiencies shall include proposed deadline dates by which Provider will implement changes necessary to bring said program into compliance with LRCOG requirements. In any event said program deficiencies shall be remedied within 30 days of submission of Provider’s written plan. Failure to effect said remedies will be considered breach of this contract and grounds for its termination.

13. INFORMATION SERVICES. As a condition of funding, Provider will perform the following information services;

a. All literature and publicity prepared and distributed by the Provider relating to the services funded through this grant will include the following notation: “Preparation of this document was financed, in part, through a grant from the Administration for Community Living and the Alabama Department of Senior Services as administered by the Lee-Russell Council of Governments.”

b. Provider will prominently display all signs, posters, training bulletins, and other materials furnished by LRCOG for information or training purposes and shall post in a prominent location any information which LRCOG request to be posted.

c. Provider will distribute to participants all materials provided by LRCOG.

d. Provider will clearly identify all specified programs are a part of and funded through the Lee-Russell Council of Governments Area Agency on Aging, the Alabama Department of Senior Services, and the Administration for Community Living. This includes any form of media, press releases, and contact with the public. (Specifically this will include telephone salutations).

14. SUB-PROVIDERS. None of the work or services covered by this contract will be subcontracted without prior approval by LRCOG and ADSS. This contract is not assignable.

15. CIVIL RIGHTS. Provider has to complete an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, which is incorporated into this agreement.

16. AFFIRMATIVE ACTION. Provider will assure that the project makes no distinctions on the ground of race, color, or national origin in providing any service to individuals' benefits in whole or in part with funds provided through the terms of the agreement.

17. FINDING CONFIDENTIAL. No information regarding an individual to include the name of said individual receiving services through the project shall be disclosed to any party in a form in which will identify him/her, without prior written consent of the individual(s) concerned.

18. TERMINATION OF CONTRACT. If Provider shall fail to fulfill its obligation as specified in this contract, or if Provider shall violate any of the covenants, agreements, or stipulations of the contract, or if the grant from ADSS under which this contract is made is terminated by ADSS. LRCOG shall thereupon have the right to terminate this contract by giving written notice to Provider of such termination and specifying the effective date thereof. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum specified on the contract budget attached hereto. In the event of termination, all documents, data, studies, and reports prepared by Provider under this contract shall, at the option of LRCOG, become the property of LRCOG, and Provider shall be reimbursed for any expenses necessarily incurred in satisfactory performance of this contract. All equipment and other purchases, made with LRCOG funds will be returned to LRCOG should this contract be terminated. This contract may be terminated without cause by either party upon 30 days written notice.

19. STAFF

Provider, with the approval of LRCOG, will be responsible for the provision and supervision of adequate staff and volunteers.

Provider will require staff to participate in training sessions and other meetings sponsored by ADSS and LRCOG.

Provider will provide training for all program staff to enable them to adequately

provide services described in this contract. LRCOG will conduct monthly in-service training/staff meeting for senior center managers to be held at the LRCOG office or other designated place.

Provider will provide staff with a copy of their job description and Provider's administrative and /or personnel policies and will keep on file job applications and verification of orientation and training of current employees.

Provider shall be responsible for making one visit per month to each senior center. Additionally, the provider will make one unannounced visit quarterly and stay the entire time of the normal operating hours of the senior center. If any deficiencies are noted during the visit, the provider shall immediately notify LRCOG and submit a written corrective plan of action within five (5) working days.

20. PROGRAM PARTICIPANTS. Individuals are eligible to participate in the congregate meals service in one of the categories listed below:

- Persons 60 years of age or older and their spouses of any age;
- Disabled persons under 60 years of age who reside with persons over 60 years of age, when the care and maintenance of the disabled person otherwise prevents the older person from participating in the program and when the participation of such individuals does not prevent the participation of older persons and their spouses. The disabled person must accompany the eligible older consumer to the site and must be judged by the senior center manager to pose no threat to the well- being of the older consumers;
- Disabled persons under 60 years of age who reside in housing facilities occupied primarily by older persons and at which congregate nutrition services are provided, when the participation of such individuals does not pose a threat to the well- being of the older consumers and when such participation does not prevent the participation of older persons and their spouses;
- Persons under 60 years of age who provide meal related volunteer services when the participation of such individuals does not prevent the participation of older persons and their spouses;

21. TARGET. Provider will target and give priority for services to individuals with greatest

economic and social need. Social needs are those associated with non-economic factors such as physical and mental disabilities, language barriers and cultural or racial isolation (minorities), which restrict an individual's ability to perform normal tasks or threaten one's capacity to live independently. "Greatest economic need" means the need resulting from an income level near or below the poverty threshold established by the Bureau of Census. This includes low-income individuals, particularly low income minority individuals; older individuals living in rural areas, older individuals with limited English proficiency, and older individuals at risk of institutionalization, particularly those with severe disabilities and those with Alzheimer's Disease and related disorders and their family caregivers. Provider agrees to provide services to all eligible clients without regard to the client's medical diagnosis; however LRCOG agrees to notify the Provider of any precautionary measures necessary to protect the Provider's agents or employees from infectious diseases that could be contracted by the Provider's agent or employees through casual contact from those clients of whom LRCOG has medical documentation of infection.

22. CONTRIBUTIONS. Provider will provide opportunities for program participants and other individuals to make contributions for services received, however, no participant will be denied services due to his inability to contribute. It is Provider staff's responsibility to encourage contributions from participants and to explain the importance of participants' contributions.

23. LIABILITY. Provider agrees to maintain adequate insurance to protect property funded through Title III and to insure against all liability that may be incurred through operations activities and services of the program. Provider further assumes all responsibility and liability for all aspects of the program, which is the subject matter of this contract and holds LRCOG harmless against suits by the Provider, Provider's staff, volunteers, clientele or their parties.

The Provider further agrees to indemnify and save harmless LRCOG against any and all Liability for injury or illness to its agents or employees resulting from the provision of services to individuals under this contract.

24. CONTINGENCY. Any situation not specifically covered under this contract will be subject to current regulations of the Older Americans Act of 1965 and its Amendments.

25. ADVISORY ROLES. Provider agrees that LRCOG/AAA an advisory for this program and will ask its recommendations on major issues involving the welfare of older persons and the

delivery of services. Provider will serve as an ex-officio member of LRCOG's Advisory Council without voting rights.

26. FUNDING. Contracts and /or services are contingent upon continued federal funding. Act 2012-491 requires that all state, county and municipal contracts and agreements contain the following language: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

27. REQUIRED CONTRACT LANGUAGE

Act 2012-491 requires that all state, county and municipal contracts and agreements contain the following language:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

ASSURANCES

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH

AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

The Grantee HEREBY AGREES THAT it will comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

ASSURANCE ON COMPLIANCE WITH THE
U.S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT

The Grantee HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Grantor, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Grantee recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Grantee.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

- a. **(To be supplied to Lower Tier Participants)**By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal. The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions,” without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING:

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS**

The Grantee certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DRUG-FREE WORK-PLACE
REQUIREMENTS

The grantee (authorized official signing for the applicant organization) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, subpart F.

False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants or government wide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted;
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (3)
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

The Grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

CONFLICT OF INTEREST CLAUSE

INTEREST OF CONTRACTOR

The Grantee covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Grantee further covenants that in the performance of this agreement, no person having such interest shall be employed. The Grantee further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

IMMIGRATION STATUS

The Grantee hereby attests that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

DEFICIT REDUCTION ACT

The Grantee shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the ADSS shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.

IN WITNESS WHEREOF, this contract has been executed by:

Lee—Russell Council of Governments

FED EIN _____

SIGNED BY:

SIGNED BY:

Executive Director

Executive Director

Date: _____

Date: _____

Witness: _____

Witness: _____

APPROVED:

Commissioner,
Alabama Department of Senior Services

Date: _____
