

CONTRACTS, GRANTS, PROPOSALS, AND PURCHASE-OF-SERVICE AGREEMENTS

Background:

To ensure that clear lines of authority are established in responding to grants, RFP'S (requests for funding proposals) and receipt of funding through legal contracts, as well as outlining the terms in which the agency will purchase services from other organizations.

Policy:

Vincennes University has authorized the Executive Director to negotiate and enter into grants, contracts and purchase-of-service agreements which pledge the human and financial resources of Generations and their implementation. No grant, contract or purchase-of-service agreement shall result in personal gain for any member of the Generations Council, employee, volunteer, or committee member, except as such contract or agreement is entered into directly with such individual and/or organization represented by such individual for goods or services which benefit the organization and/or its clients. In such a case involving a member of the Generations Council or an employee, the individual shall make known in writing a conflict of interest to the Executive Director, and shall be restricted from voting or otherwise directly influencing the decision whether or not to enter into such contract or agreement. No individual or organization shall be given preferential treatment in the award of the contract or service agreement by reason of his, her, or their relationship with the organization.

Procedure:

1. The Executive Director is responsible for ensuring that any contracts or agreements represent activities that are consistent with the organization's mission, purposes, and priorities.
2. The Executive Director is responsible for consulting with legal counsel to determine the extent of additional liability that may result from any contractual relationship, as well as compliance with applicable local, state, and Federal laws. If regulations or

interpretations pertaining to these laws are found to be in conflict with agency mission, purpose, or policy, the Executive Director shall inform the appropriate authority of the problem, advocate for its relief, and make known in writing whether or not the organization will comply with the regulation.

3. The Executive Director shall ensure that all contracts and service agreements conform to the organization's policies regarding client confidentiality, affirmative action, and non-discrimination in any of its practices or programs.
4. The Executive Director shall ensure that all contracts and service agreements are in writing with original (electronic when required) signatures and contain all of the following elements:
 - Identification of the full legal names of the parties entering into the contract or agreement;
 - Purpose of the contract or agreement;
 - Clearly defined performance goals;
 - Service authorization, including eligibility criteria;
 - Obligations to be fulfilled by each party, including definition of the clients to be served and the services to be provided;
 - Time period of the contract;
 - Policies and procedures for sharing information;
 - Methods for resolving disputes;
 - Provisions for reimbursement, including elements of unit cost and/or price, billing and payment procedures, and total amount of contract;
 - Cancellation provisions.
5. A routing sheet will be used for all contracts and service agreements prior to the Executive Director's signature. The routing will include all staff appropriate to the contract. Staff responsible for the implementation of the contract will be expected to make a recommendation that includes if we should sign and if there are any changes from a previous contract. This includes amendments.
6. The Director of Planning and Community Development is responsible for noting trends

and practices with regard to purchase or vendor ship of services with the Generations Council every four years (in accordance with the contract cycle), as well as, providing the Council with annual updates.

7. The Senior Care Consultant/Vendor Liaison is responsible for maintaining original files for all service provider contracts and agreements, as well as all documentation associated with same. All other contracts will be maintained under the Executive Director's administrative area.
8. The Fiscal Director is responsible for establishing safeguards against over- and under-billing, including a system for ensuring an accurate account of units of service provided timely submission, and administrative compliance with all contract provisions.
9. All contractual relationships will adhere to Generations policies and procedures regarding professional practices and confidentiality.
10. Generations Memorandums of Agreement for service providers are valid for a period of three years, with annual service rate renewal. Generations shall announce the availability of Fee for Service agreements for brokered services through a Request for Proposal (RFP) prior to the beginning of each agreement period (at least every four years). The Community Resource Specialist will review all submitted agreements and required documentation. Such agreements shall then be forwarded to the Executive Director for acceptance and approval.
11. Generations Grant Fund Contracts are valid for a period of four years, with annual budget summary renewal. Generations shall announce the availability of funds through a Request for Proposal (RFP) prior to the beginning of each contract period. Providers seeking grant funds shall complete the Generations Grant Funds Application and Grant Funds Contract and submit all applicable documentation. The Community Resource Specialist/Vendor Liaison will review all applications, contracts, and required documentation. Such applications and contracts shall then be forwarded to the Executive Director for acceptance and approval.
12. Generations is responsible for monitoring contract compliance and delivery of services by its service providers. The Community Resource Coordinator/Vendor Liaison is

responsible for contract compliance. With the exception of transportation, legal, personal emergency response and home delivered meal providers, a formal on-site quality assurance compliance review is completed for OAA, SSBG, CHOICE and waiver providers every three years. The review evaluates the delivery of services and verifies compliance with state and federal law and with guidelines as set by Generations. During this review, a unit audit is conducted to verify documentation for services billed to Generations, and EDS for Medicaid Waiver billing. An exit meeting is conducted with the provider representative to discuss the review upon completion. A written copy of the review is mailed to the provider as well as a cover letter that contains guidelines for completion of plan of correction.

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