2027

Peninsula
Agency on Aging

REQUEST FOR PROPOSAL

Peninsula Agency on Aging, Inc. is requesting proposals from licensed providers to provide Adult Day Care Services for PAA clients.

RFP Issue Date: October 19, 2026

RFP Closing Date: November 16, 2026

Introduction and Background

The Peninsula Agency on Aging (PAA), established in 1974, provides programs in cooperation with other community agencies in Hampton, Newport News, Williamsburg, Poquoson, and James City and York counties to assist older Virginians in independent and productive living. PAA is committed to advocating for policies and resources to enhance the quality of life for seniors and family caregivers. With baby boomers now reaching senior status, PAA is dedicated to increasing information and services that have stood the test of time like adult day care, dining centers, care coordination, transportation, and meals on wheels. The agency also serves as a clearing house for information and provides planning and leadership on aging issues.

PAA is governed by a thirteen-member Board of Directors appointed by the governing bodies of Peninsula jurisdictions. The Board sets policy and provides oversight for staff. The Board of Directors is assisted by an Advisory Council, which represents the interests of consumers and service providers.

The agency has an annual budget of approximately $8,330,000 and is funded by federal, state, and local grants along with other support from public and private foundations and contributors.

Peninsula Agency on Aging, Inc. is subject to Procurement Standards as outlined in the Uniform Guidance, 2, CFR 200, Subpart D, the Virginia Public Procurement Act, and the Department for Aging and Rehabilitative Services (DARS) Grants Management Manual.

1. Purpose

The purpose of this Request for Proposal is to obtain the services of licensed providers to deliver adult day care services to PAA clients.

Licensed providers are invited to submit a proposal to provide services for the period January 1, 2027 through September 30, 2028.

2. Agency Contact Information

Direct RFP questions to and mail:
Peninsula Agency on Aging
739 Thimble Shoals Blvd, Ste 1006
Newport News, VA 23606
Fax: (757) 873-1437
Attn: Cathy Iveson
Phone: (757) 873-0541
E-mail: catherine.iveson@paainc.org

3. Response Deadline

All proposals must be received no later than 4:00 p.m. on November 16, 2026.

The proposal may be e-mailed, mailed, or delivered to the receptionist at the address cited in the Agency Contact Information. If the proposal is not submitted electronically, please provide 4 hard copies.

PAA reserves the right to reject any and all proposals and resubmit the RFP, if needed.

Unless all proposals are rejected or modifications are required, selected firms will be notified by November 24, 2026.

4. Independence

To ensure fair competition, the professional or firm must not have any real or perceived conflict of interest with Peninsula Agency on Aging, Inc.

5. Performance Specifications

The Contractor shall, in a satisfactory manner as determined by PAA, provide adult day care for persons aged 60 and older. Contractor personnel are not to accept compensation or gifts from PAA clients for services performed under this contract.

Adult Day Care is the provision of personal care and supportive services for dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four-hour day. Services offered in conjunction with adult day care typically include social and recreational activities, training, counseling, meals for adult day care and services such as rehabilitation, medications assistance and home health aide services for adult day care.

PAA will initiate the referral of each client individually, in writing, after a PAA staff person has made a home visit. A written individualized care plan will be developed by the Contractor and provided to PAA prior to the start of service. The Contractor will deliver the following service, as arranged by written order from PAA.

PAA will provide guidance and direction to the Contractor in conducting activities delegated under this Agreement. The Contractor agrees:

A. To provide PAA with a written individualized care plan, which has been developed with involvement from the client, authorized representative, or family member to the greatest extent possible. The care plan will be provided to PAA prior to the start of service. The care plan must be reviewed and updated semi-annually.

B. To complete a service agreement between the client and the service provider and distribute in accordance with licensure standards. All activities must be performed in accordance with licensure standards and must include but are not limited to:

- Service Activities
- Meal Provision
- Service Records
- Service Reassessments

C. That, to assure compliance with this contract, a PAA staff member will make annual, on-site monitoring visits. During these visits, client files will be inspected, staff accreditation verified, and fiscal procedures reviewed.

D. To cooperate and participate with PAA in any quality assurance, quality improvement activities, internal peer review, external audit systems and grievance procedures as may be established by PAA. Contractor shall comply with all final determinations rendered by the peer review process or grievance mechanism. Contractor agrees that adult day care services must be provided by employees of Contractor, and not by independent subcontractors. **No part of this Agreement may be subcontracted.**

E. To assume responsibility for payment of all contributions for Social Security withholding taxes and any other applicable federal, state or local tax or charge in connection with the individuals providing services pursuant to this Agreement.

F. That as an independent contractor, it is fully responsible for compliance with all laws and regulations applicable to it as an employer of any of its employees. This includes, without limitation, applicable tax withholdings, worker compensation, unemployment insurance, Immigration and Control Act requirements and OSHA Blood Borne Pathogens requirements. Neither Contractor nor any of its employees or representatives is entitled to any benefits afforded to employees of PAA.

G. Provider assumes a responsibility for payment of all contributions for Social Security withholding taxes and any other applicable federal, state or local tax or charge in connection with the individuals providing services pursuant to this Agreement.

H. The Provider agrees that as an independent Provider, it is fully responsible for compliance with all laws and regulations applicable to it as an employer of any of its employees. This includes, without limitation, applicable tax withholdings, worker compensation, unemployment insurance, Immigration and Control Act requirements and OSHA Blood Borne

Pathogens requirements. Neither Provider nor any of its employees or representatives is entitled to any benefits afforded to employees of PAA.

I. Providers must submit all invoices electronically. The process will be explained at the mandatory December 2026 Contract and Billing Information meeting.

7. **Response to RFP**

The response to the RFP shall include:

- Completed Adult Day Care Provider Information Sheet (attached)
- A brief history and description of the provider, including a statement of the provider's qualifications to perform the requested services and experience with nonprofit organizations and/or Area Agencies on Aging;
- A minimum of three (3) client references;
- Any additional information or marketing material that would help PAA get to know the provider and the services provided;
- A rate sheet detailing rates per hour of service;
- Current copy of documentation from the Virginia Department of Health (VDH) to operate as an Adult Day Care Center;
- Contractor shall procure and maintain in force throughout the contract period, at Contractor's sole cost and expense, insurance with the following minimum limits:
    - **Automobile Liability - $1,000,000 combined single limit.**
      Required only if a motor vehicle is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).
    - **Commercial Crime Coverage - $100,000**.
      The policy shall include all individuals (employees and volunteers) who have check signing authority: the Executive Director; and employees responsible for collecting; accounting or maintaining contactor funds.
    - **Commercial General Liability - $1,000,000 per occurrence and $3,000,000 in the aggregate.**
      Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Peninsula Agency on Aging, Inc. must be named as an additional insured and so endorsed on the policy.

- **Director' and Officers' Liability Insurance (where appropriate) - $1,000,000.**
  The policy shall 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.

- **Employee Practices Liability - $1,000,000.**
  The policy shall provide protection against claims made by employees, former employees, or potential employees for discrimination (age, sex, race, disability, etc.), wrongful termination of employment.

- **Workers' Compensation – Limit Required by Law.**
  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 numbers 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.

  These insurance limit requirements are subject to change based on directives from the Department for Aging and Rehabilitation Services.

- List of Provider Holiday Closings
- Proof of business license
- NPI Number, if applicable.
- IRS Form W-9

8. Selection Criteria

Final selection of the professional or firm will be based on the following criteria: (sample Scoresheet attached)

- A clear and comprehensive response to the RFP that demonstrates an understanding of the work to be performed;
- Cost of the services;
- PAA will make an effort to utilize small, women-owned, or minority-owned businesses (SWaM). An Offeror qualifies as a SWaM business if it is certified as such by the Virginia Department of Minority Business Enterprise.

9. Expenses

The Provider shall bear all expenses incurred in responding to this RFP.

10. Bid Process

PAA believes in the highest ethical standards in business. We promise to deal fairly and openly with all prospective Providers. We believe that a marketplace that is fair and up-front is in everyone's best interest. We assure you that the information we provide is accurate to the best of our knowledge.

We guarantee that any proposal submitted will remain confidential and will only be provided to those internal parties with a need to know. We will never reveal or share any competitive information you provide.

PAA may send RFP packages to preselected providers and will advertise for prospective providers. Preselected providers were chosen based on recommendations from respected business associations and partnerships.

We understand and respect that after reviewing the RFP, the Provider may wish to decline the offer to submit a proposal. We ask that any Provider wishing to decline the offer send a letter indicating their wishes using the contact information provided in #3.

During the proposal process we invite the Provider to address any concerns, issues, or problems as soon as possible. Please clarify any misunderstandings prior to submitting the proposal to PAA.

A response to this RFP does not constitute a contract of any kind with any Provider. PAA reserves the right to refuse and/or decline any proposal. PAA also reserves the right to choose the proposal deemed most appropriate to meet the agency's needs.

ATTACHMENTS & SUPPLEMENTAL INFORMATION

1. Proposal Score Sheet
2. Provider Information Sheet (must be returned with RFP)
3. Assurances (must be returned with RFP)
4. Provider Agreement Example

Peninsula Agency on Aging, Inc.

Provider Proposal Scoresheet

Reviewer:

Date Reviewed:

Proposing Firm:	
1. A clear and comprehensive response to the RFP that demonstrates an understanding of the work to be performed. **Maximum Points = 25**	0
a. History/Description of the Provider (1-5 points)	
b. Clear understanding of work to be performed. (1-5 points)	
c. Complete Response to the RFP with signed Assurances. (1-5 points)	
d. Scope of services. (1-5 points)	
e. Current provider of services for PAA clients. (5 points)	
2. Experience, professional qualifications, and reputation of the Provider and other staff assigned to the account. **Maximum Points = 25**	0
a. List of administrative and medical staff assigned to the account and resumes (Includes director, RN overseeing caregiving staff) (1-5 points)	
b. Job descriptions for each staff position providing direct client care. (1-5 points)	
c. Level of supervision and quality control measures. (1-5 points)	
d. Client references (minimum of 3). (1-5 points)	
e. Classified as a small, woman-owned, veteran or minority-owned business. (5 points)	
3. Cost of Products/Services **Maximum Points = 50**	0
a. Cost of services (1 - 30 points)	
b. Add-on or Enhanced Services (1 - 20 points)	
Total Points - Max of 100	0

PENINSULA AGENCY ON AGING, INC.
ADULT DAY CARE SERVICES PROVIDER INFORMATION AND PROPOSED FEE SHEET

PROVIDER INFORMATION

Provider Name _____

Parent Company _____

Mailing Address _____

Physical Address _____

Phone _____ Cellular _____ Fax _____

Contact Person & Title _____ E-mail _____

Federal Tax ID _____ NPI # _____ Medicaid # _____

License Type _____ License Number _____

DISCLOSURES	**YES**	**NO**
Have you been licensed for Adult Day Care for at least 3 years in the State of Virginia?	_____	_____
Do you have, and will you maintain, liability insurance and workers compensation as required by law?	_____	_____
Do you conduct background checks on all employees providing client services?	_____	_____
Has your provider license ever been restricted, conditioned, suspended, terminated or have you ever lost a licensure, certification, or accreditation?	_____	_____
Are there, or were there ever, any malpractice claims, suits, settlements or proceedings involving your professional practice?	_____	_____

Please indicate if your agency provides: Medicaid Community Based Care_____ Date of certification_____

How many clients does your agency currently serve locally? _____

Is your business classified as a small business? _____

Is your business classified as a rural business? _____

Is your business classified as a minority owned business? _____

Is your business classified as a woman owned business? _____

Do you have aides who speak other languages? What language _____

Service	January 1, 2027 – September 30, 2027 Daily Rate	October 1, 2027 – September 30, 2028 Daily Rate
ADC Services Full Day		
ADC Service Half Day		

Information of Person Signing Contract:		Information for Billing Questions:
Name:	Title:	Name
Agency:		Phone
Phone:	Email:	Email

Information for On-Site Monitoring:	
Name:	Title:
Phone:	Email:

REQUEST FOR PROPOSAL

ANTI-COLLUSION STATEMENT

In the preparation and submission of this proposal, on behalf of _____(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq*., or the Conspiracy to Rig Proposals to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Peninsula Agency on Aging, Inc. has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

NONDISCRIMINATION AGREEMENT

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over $10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

    a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

    c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-successful offeror or offeror.

Signature: _____

Name: _____

Title: _____

Date: _____

DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. **CERTIFICATION**.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.,* general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the

offeror to furnish a certification or provide such additional information as requested may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the agency, the appropriate purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

Certification

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

Instructions

1. The offeror shall provide immediate written notice to Peninsula Agency on Aging if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

2. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate purchasing official may render the offeror non-responsible.

3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

4. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the agency the appropriate purchasing official may terminate the contract resulting from this solicitation for default.

Notice

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

Certification

The offeror (Please fill in with your enterprise's complete name) _____certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission: _____

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized: _____

Instructions

1. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

2. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

4. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

OTHER COMPLIANCE ITEMS REQUIRED

1. **Equal Employment Opportunity:** All contractors are required to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and sub-grants in excess of $2,000 for construction or repair awarded by PENINSULA AGENCY ON AGING and its sub-recipients are required to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. PENINSULA AGENCY ON AGING will report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** If included in the Federal agency's grant program legislation, all construction contracts of more than $2,000 awarded by PENINSULA AGENCY ON AGING and its sub-recipients must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. PENINSULA AGENCY ON AGING will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. PENINSULA AGENCY ON AGING shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. PENINSULA AGENCY ON AGING shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by PENINSULA AGENCY ON AGING in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers must comply with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and sub-grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of $100,000 or more, PENINSULA AGENCY ON AGING the contractor or sub-grantee will provide a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, PENINSULA AGENCY ON AGING shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of $100,000 or more.

7. **Remedies:** All contracts in excess of the simplified acquisition threshhold fixed at 41 U.S.C. 403(11) ($150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

8. **Termination:** All contracts in excess of the simplified acquisition threshhold fixed at 41 U.S.C. 403(11) ($150,000) shall contain suitable provisions for termination by PENINSULA AGENCY ON AGING, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

By signing below, the offeror indicates understanding of the provisions described above and agrees to comply with all applicable regulations.

Signature: _____

Name: _____

Title: _____

Date: _____

PENINSULA AGENCY ON AGING, INC.

ADULT DAY CARE SERVICE AGREEMENT

January 1, 2027 through September 30, 2028

This Agreement is entered into as of January 1, 2027 between the **Peninsula Agency on Aging, Inc., 739 Thimble Shoals Blvd, Suite 1006, Newport News, VA 23606,** hereinafter referred to as PAA, <<<**ADC name>>>** and operating at**, <<<address>>>** (currently licensed as an adult day care provider with the Commonwealth of Virginia Department of Social Services), hereinafter referred to as the Contractor. Activities under this Agreement will be conducted for the period from January 1, 2027 through September 30, 2028

SECTION I. INSURANCE

- **Automobile Liability - $1,000,000 combined single limit.**
  Required only if a motor vehicle is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

- **Commercial Crime Coverage - $100,000.**
  The policy shall include all individuals (employees and volunteers) who have check signing authority; the Executive Director, and employees responsible for collecting, accounting or maintaining contractor funds.

- **Commercial General Liability - $1,000,000 per occurrence and $3,000,000 in the aggregate.**
  Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Peninsula Agency on Aging, Inc. must be named as an additional insured and so endorsed on the policy.

- **Directors' and Officers' Liability Insurance (where appropriate) - $1,000,000.**
  The policy shall protect member 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.

- **Employment Practices Liability - $1,000,000.**
  The policy shall provide protection against claims made by employees, former employees, or potential employees for discrimination (age, sex, race, disability, etc.), wrongful termination of employment.

- **Workers' Compensation – Limit Required by Law.**

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 worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Contractor shall provide PAA with certificates of insurance evidencing such coverage, and attach such certificate as **Exhibit "A"** hereto.

SECTION II. WORK TO BE PERFORMED

The Contractor shall, in a satisfactory manner as determined by PAA, provide adult day care for persons aged 60 and older. Contractor personnel are not to accept compensation or gifts from PAA clients for services performed under this contract.

Adult Day Care is the provision of personal care and supportive services for dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four-hour day. Services offered in conjunction with adult day care typically include social and recreational activities, training, counseling, meals for adult day care and services such as rehabilitation, medications assistance and home health aide services for adult day care.

PAA will initiate the referral of each client individually, in writing, after a PAA staff person has made a home visit. A written individualized care plan will be developed by the Contractor and provided to PAA prior to the start of service. The Contractor will deliver the following service, as arranged by written order from PAA.

Service	Price
Adult Day Services	FY 27_____ per day FY 28 _____per day

SECTION III. COMPLIANCE WITH APPROVED AREA PLAN

All activities authorized by this Agreement will be performed in accordance with the approved Area Plan for Aging Services, the approved PAA budget, the provisions of the Older Americans Act, and the relevant directives of the Virginia Department of Aging and Rehabilitative Services, hereinafter referred to as DARS, and the Administration Community Living (ACL), all of which are incorporated by reference.

The purpose of this agreement is to govern activities to be performed by the Contractor for PAA under the current Area Plan for Aging Services, which is hereby incorporated by reference, prepared by PAA and approved by the PAA Board of Directors, and reviewed

by DARS. This Agreement does not take effect until such approval and review has occurred.

SECTION IV. TERMS OF THIS AGREEMENT

Activities under this Agreement will be conducted for the period from January 1, 2027 through September 30, 2028. This Agreement may be terminated by either party with a written notice thirty days in advance of the termination date.

A. Unless notice of urgency is given by the PAA Care Coordinator or an unusual circumstance exists, the Contractor shall be provided with five workdays to begin service. In the event that care cannot be provided as ordered, the PAA Care Coordinator (or designated representative) must be contacted by the Contractor immediately.

B. Contracted services are to be delivered at the frequency requested. Specific days of service within each week shall be coordinated with client and/or family representative.

C. With any change in delivery of services (e.g. hospitalization, institutionalization or death of client, inability of Contractor to deliver service, or client eligibility for services under any other funding source) PAA must be notified in writing immediately. Any change in the manner in which services are delivered must have prior approval from PAA staff**. PAA reserves the right to refuse payment for services provided in a manner other than authorized.**

D. When a day of service falls on a holiday during which the contractor is not rendering services, the client may select an alternate workday. **Reimbursement rate for Holiday service is the standard contracted rate.**

SECTION V. ADMINISTRATION

PAA will provide guidance and direction to the Contractor in conducting activities delegated under this Agreement. The Contractor agrees:

J. To provide PAA with a written individualized care plan, which has been developed with involvement from the client, authorized representative, or family member to the greatest extent possible. The care plan will be provided to PAA prior to the start of service. The care plan must be reviewed and updated semi-annually.

K. To complete a service agreement between the client and the service provider and distribute in accordance with licensure standards. All activities must

be performed in accordance with licensure standards and must include but are not limited to:

- Service Activities
- Meal Provision
- Service Records
- Service Reassessments

L. That, to assure compliance with this contract, a PAA staff member will make annual, on-site monitoring visits. During these visits, client files will be inspected, staff accreditation verified, and fiscal procedures reviewed.

M. To cooperate and participate with PAA in any quality assurance, quality improvement activities, internal peer review, external audit systems and grievance procedures as may be established by PAA. Contractor shall comply with all final determinations rendered by the peer review process or grievance mechanism. Contractor agrees that adult day care services must be provided by employees of Contractor, and not by independent subcontractors. No part of this Agreement may be subcontracted or assigned.

N. To assume responsibility for payment of all contributions for Social Security withholding taxes and any other applicable federal, state or local tax or charge in connection with the individuals providing services pursuant to this Agreement.

O. That as an independent contractor it is fully responsible for compliance with all laws and regulations applicable to it as an employer of any of its employees. This includes, without limitation, applicable tax withholdings, worker's compensation, unemployment insurance, Immigration and Control Act requirements and OSHA Blood Borne Pathogens requirements. Neither Contractor nor any of its employees or representatives is entitled to any benefits afforded to employees of PAA.

SECTION VI. CONFIDENTIALITY / PRIVACY

The Contractor will ensure that no information about, or obtained from, an individual in connection with provision of service to such individual, under this Agreement, shall be disclosed in a form identifiable with the individual without the informed consent of such individual. Lists of older persons, compiled in connection with this Agreement, shall be used solely for the purpose of providing service. The Contractor will protect the privacy and security of individually-identifiable health information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.

SECTION VII. CHANGES / MODIFICATIONS

No change or modification of this Agreement shall be considered valid or binding unless agreed upon in writing by PAA and the Contractor.

SECTION VIII. STANDARDS OF PERSONNEL ADMINISTRATION

In the event the Contractor is a public agency, it will establish and maintain methods of personnel administration which conform to the standards for a merit system of personnel administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970, modifying or superseding such standards. Such methods shall be maintained in the files of the Contractor and shall be made available to PAA upon request.

SECTION IX. FUTURE SUPPORT FOR ACTIVITIES DESCRIBED IN THIS AGREEMENT

The Contractor understands and agrees that subsequent to approval of the Area Plan for Aging Services by DARS, grants, agreements, or contracts made by PAA are subject to the continuing availability of federal, state, and local funding.

SECTION X. INDEMNIFICATION

Contractor hereby agrees to indemnify PAA, its officers, directors, volunteers and employees from any loss or cost of any nature, including reasonable attorney's fees, arising out of any act or omission of contractor, its agents or employees, whether or not a final judgment in a court of law, or a criminal conviction is rendered against the Contractor, its agents, or employees.

Contractor further agrees that this hold-harmless provision shall survive the termination of this Agreement regardless of the cause-giving rise to such termination, including insolvency.

SECTION XI. CIVIL RIGHTS COMPLIANCE

By entering into a contract, the Contractor certifies that it will conform to the applicable provisions of the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

D. The Contractor will include the provision "A," above, in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION XII. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a contract, the Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

SECTION XIII. RIGHTS FOR THE DISABLED

The Contractor will comply with Section 504 of the Rehabilitation Act of 1973 and all subsequent Amendments concerning discrimination against qualified handicapped persons in employment or admission to its programs and services provided under this contract.

SECTION XIV. WAIVER

Intentional or unintentional waiver of any term under this contract does not constitute a waiver of any other contract terms.

SECTION XV. PAYMENT

Peninsula Agency on Aging, Inc. is obligated to report its financial results monthly to receive reimbursement for services provided; thus, **all invoices must be received by PAA no later than the fifth (5th) business day of the month following the month in which services were provided.** Submitting invoices after the fifth (5th) business day may result in a delay of payment. In no event shall invoices be submitted such that they are received by PAA on or after 90 days following the last day of the month in which services were provided. Invoices may be submitted for payment monthly or bi-weekly.

A standard electronic invoice will be used for billing for each client. It must include all of the following information:

- Agency Name, Mailing Address, and Phone Number
- Invoice Number & Date

- Client Name
- Dates of Service, Units, and Daily Cost
- Total Number of Hours
- Total Amount Due

The Contractor agrees that failure to submit invoices such that they are received by PAA within 90 days following the last day of the month in which services were provided is a material breach of this Agreement, and that, as liquidated damages, PAA may, in its sole discretion, deny payment for said invoices.

The contractor agrees to accept direct deposit payment for services and to provide deposit information to PAA at time of contract award.

PAA is exempt from State and Federal taxes. Furthermore, PAA will not pay overtime, holiday rates, or late payment fees for disputed invoices.

SECTION XVI. SEVERABILITY

In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions of this Agreement.

The parties agree that PAA reserves the right to withhold new client assignments, suspend services, and/or terminate services due to noncompliance with any terms specified in the contract.

IN WITNESS WHEREOF, PAA and the Contractor have executed this Agreement effective January 1, 2027.

Peninsula Agency on Aging, Inc.	**(Adult Day Care Services Provider)**
_____	_____
Tiffany Speas	**Name of signatory**
President & CEO	**Title of signtory**
_____	_____
Date	**Date**