

MEMO TO ALL APPLICANTS

Direction Home Aging & Disabilities (DHAD) is issuing a Request For Proposals (RFP) for federal Older Americans Act (Title-III) and other funding for services to seniors in the Direction Home Aging & Disabilities service area (Portage, Stark, Summit, & Wayne Counties). There are four different programs and each program has its own application forms and process. The programs are:

- **Title-III B** (Home Maintenance & Chore; Minor Home Modification; Legal Aid; Transportation)
- **Title-III C** (Home-Delivered Meals; Congregate Meals)
- **Evidence-Based Health Education** (Multiple Programs: see Addendum for details)
- **Care Coordination** (includes Adult Day Service + ADS Transportation; Chore; Emergency Response Systems; Home-Delivered Meals; Homemaker; Minor Home Modification; Personal Care; Social Work/Counseling; Medical Transportation)

There is a separate proposal addendum for each program in addition to a general demographics application. Providers proposing to participate in Title-III B or Title-III C must submit a separate proposal for each service. Please be sure you are completing the correct proposal package/addendum for the type(s) of service(s) you're proposing to deliver. Proposals submitted for services using the incorrect proposal package will not be considered for review. Rules and regulations for each type of program are identified below.

IMPORTANT NOTE: EXISTING CONTRACTS ARE NOT AUTOMATICALLY RENEWED! PROVIDERS MUST SUBMIT A NEW PROPOSAL TO CONTINUE PARTICIPATION IN THE PROGRAM.

These instructions explain some of the key areas of this application. Specific questions about the proposal should be referred to the Provider Relations Department for clarification prior to submission of your application at ProviderCertGroup@directionhomeakroncanton.org.

GENERAL INFORMATION

THE APPLICATION IS DUE TO DIRECTION HOME AKRON CANTON by 5:00pm Friday, February 11, 2022. Email submissions are preferred. Postmarks will not be used and late proposals will not be accepted. Please submit required materials to:

QualityAssurance@dhad.org
Provider Certification
Direction Home Aging & Disabilities
1550 Corporate Woods Parkway
Uniontown, Ohio 44685

Due to volume of submissions, it may be necessary to send attachments in a separate email message. Contracts for T-III B and T-III C will be awarded for two fiscal years; October 1, 2022 to September 30, 2023 and renewable October 1, 2023 to September 30, 2024 (FY 23 & FY 24) with the same amount being initially awarded for each contract year. DHAD retains the right decline to renew a contract or elect early termination or modification of the grant or contract should unforeseen events occur (e.g. - unsatisfactory performance, reduced funding, changed market conditions, mandated program requirements) as specified in the contract template (below). A single two-year contract will be issued for Care Coordination and Health Education services, 2022-2024.

A list of fundable services is included in EACH APPLICABLE ADDENDUM and summarized below.

Background Information:

This RFP is separated into 4 major bidder-type sections:

- **Title-III B Program** (Home Maintenance & Chore, Minor Home Modification; Legal Assistance; Transportation)
 - For this program, the provider is responsible for the program administration to include data entry into WellSky Aging and Disability (formerly SAMS), the state designated database (more below).
 - DHAD staff verify that data entry has been completed prior to release of reimbursement to the provider.
- **Title-III C Program** (Home-Delivered Meals, Congregate Meals)
 - For this program, the provider is responsible for the program administration to include data entry into WellSky Aging and Disability (formerly SAMS), the state designated database (more below).
 - DHAD staff verify that data entry has been completed prior to release of reimbursement to the provider.
- **Health Education Program**
 - For this program, applications will be accepted for providers of officially-recognized health education programs as outlined in the Health Education Addendum. Providers are required to report directly to DHAD using the forms and timelines specified by DHAD. DHAD should be able to verify submissions to release payment to the provider.
- **Care Coordination Managed Care Program**
 - For this program, the provider is responsible for the program administration to include data entry into WellSky Aging and Disability (formerly SAMS), the state designated database (more below). For Care Coordination the provider is required to maintain documentation of each unit of service delivered as well as other records as identified in the regulations. The provider will directly invoice DHAD monthly via web-based direct data entry for services delivered.

In order to provide the best service with the highest quality and most cost-effectiveness, respondents will have the opportunity to apply for as much of or as little of the request for proposal services, depending on capability and capacity. Not being able to provide all services or not being able to provide services to all of our service area will not disqualify an applicant.

Compliance

Applicants specifically for Health Education programs are expected to maintain fidelity to the specific program's requirements and comply with any other applicable regulations, including reporting requirements established by Direction Home Aging & Disabilities. Applicant must submit current certification documentation from the respective health education program/administration verifying the organization is approved to provide this education. The Title-III regulations below do not apply to the Health Education program.

The awarded respondents in other programs will be required to provide services in accordance with published rules from the Ohio Department of Aging as well as those in the contract. Compliance with requirements IS the responsibility of the awarded respondent, not DHAD or ODA. All providers will undergo compliance monitoring at least annually by staff of DHAD to assure provider compliance with all relevant regulations. Following are links to the Older Americans Act and Ohio Department of Aging regulations on the Ohio Department of Aging website that apply to all contracted providers:

- <https://codes.ohio.gov/ohio-administrative-code/chapter-173-3>
- Criminal Background Checks [Chapter 173-9 - Ohio Administrative Code | Ohio Laws](#)

These rules are service-specific (refer to program descriptions above to identify which services are available in which programs):

- Adult Day Service [Rule 173-3-06.1 - Ohio Administrative Code | Ohio Laws](#)
- Home Maintenance & Chore Service [Rule 173-3-06.2 - Ohio Administrative Code | Ohio Laws](#)
- Emergency Response System [Rule 173-39-02.6 - Ohio Administrative Code | Ohio Laws](#)
- Congregate & Home-Delivered Meals [Chapter 173-4 - Ohio Administrative Code | Ohio Laws](#)
- Home Modification [Chapter 173-3 - Ohio Administrative Code | Ohio Laws](#)
- Homemaker [Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws](#)
- Personal Care [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)
- Social Work/Counseling [Rule 173-39-02.12 - Ohio Administrative Code | Ohio Laws](#)
- Transportation [Rule 173-3-06.6 - Ohio Administrative Code | Ohio Laws](#)

Legal Counseling Specifications

AAoA Guidelines:

Legal Services providers will make special outreach efforts in easily accessible locations to reach clients. Provisions should be made to offer services and educational programs at senior centers and nutrition sites. Outreach efforts should be documented in quarterly narrative reports.

Legal Service providers will accept referrals for clients from the Long Term Care Ombudsman Program (LTCOP) on a priority basis.

Legal Service Providers will:

1. Have a referral mechanism for clients whose legal problems are outside the scope of the Title III legal service.
2. Have written policies approved by the AAoA delineating types of service the provider will and will not handle for the elderly.
3. Demonstrate the capacity and willingness to provide support for other Title III-B service providers such as Long Term Care Ombudsman Program, In-Home service providers, etc.

Documentation will include:

1. Individual client file - name, address, age, telephone number, household composition
2. Referral source
3. Date of referral
4. Assessment of client's needs/problems
5. Referrals to other service providers
6. Follow-up on other service

All providers are also required to comply with the obligations outlined in the contract (template for review is below) as well as the assurances of compliance included in the General Application Form.

Funding of Contracts:

With the exception of Home Maintenance/Chore and Home Modification service, the agreement is a purchase of service agreement, which means a provider is paid, wholly or in part, a pre-determined “unit of service” reimbursement rate for goods and services actually delivered in accordance with federal, state, program, and DHAD policies and procedures. All costs to provide the service should be included in the unit of service rate proposed by the provider. The funds allocated each contract year are subject to limitations of funds allocated to DHAD from federal, state and local sources.

Home Maintenance & Home Modification service is an “allowable cost” service (rather than “purchase of service”) due to the significant variation in costs per unit of service. For multi-year and renewable agreements, rate change may be available. All requests must be in writing. Prevailing market rate, provider abilities, demand, funding of available alternatives will be factored in. Agency is under no obligation to grant any rate changes.

Payment will be made by the 15th of the month for services provided the month prior, providing accurate fiscal and designated program data base reports (i.e. WellSky Aging and Disability [formerly SAMS] database for providers) were submitted by the designated reporting deadline each month.

- Title-III B – Reporting elements due by the 10th of the month
- Title-III C – Reporting elements due by the 10th of the month
- Health Education – Reporting elements vary, see Health Education Addendum
- Care Coordination – no monthly reporting requirements (but data-entry requirements remain).

For Care Coordination contracts, the provider is reimbursed only for pre-authorized services as specified in the signed agreement.

For Title-III B, Title-III C, and Health Education contracts: if DHAD determines that a service provider is not earning a proportionate share of the funds specified in the contract between the service provider and DHAD, DHAD may reallocate funds to other service providers that it estimates a lagging service provider will not earn.

Federal funds of the Older Americans Act will be allocated based on the federal funding formula, provider capacity, and provider's funding request in their proposal. Additionally, proposals must meet Request for Proposal guidelines, the rating criterion and DHAD board approval. DHAD reserves the right to allocate funds from county to county or program to program based on demonstrated need.

For Care Coordination, funds are allocated based on service authorization by the Care Manager, and participant demand and direction.

Proposed Timeline for Review of Applications

1.	Public Notice	December, 2021
2.	Distribute Request For Proposals	December 17, 2022
3.	Applications Due	February 11, 2022
4.	Staff Recommendations	March, 2022
5.	Areawide Council Recommendations	April 22, 2022
6.	AAA Board of Trustees Funding Decision	June, 2022
7.	Notification of Funding to Providers	August, 2022
8.	Contracts Implemented	October 1, 2022

Quality Improvement/Performance Measurement:

DHAD wants to ensure the highest quality services are provided to older adults. In an effort to improve quality, our strategy to achieve this objective is to establish continuous quality incentive payments for providers after developing outcomes measurements and a baseline. During this RFP cycle, DHAD will explore the development of performance metrics because we want to establish effective, appropriate, measurable standards to assess quality. If performance measures are developed a baseline will be determined, as well. This may result in additional reporting/data entry.

Qualifications of the Bidder

This RFP is a competitive process open to non-profit, for-profit, private or public bidders who have been an established business for a minimum of three years and in good standing with the Ohio Secretary of State and the Office of the Ohio Attorney General. Any provider the System for Award Management database lists as excluded or disqualified from agreements involving federal funds is ineligible.

To be eligible to receive funding under this RFP, applicants must be a formally organized service agency or organization in existence and providing services for at least three years prior to the date of application.

Bidders (excluding Health-Education programs) will be required to provide services in accordance with Older Americans Act regulations and published rules and policies of the Ohio Department of Aging found at: <https://aging.ohio.gov/Rules#930161-rules-in-effect>. Compliance with requirements is the responsibility of the awarded bidder.

- Bidder must possess the ability to perform successfully under the terms and conditions of the contract.
- Bidder must possess the ability to perform successfully under the terms and conditions of the regulations.
- Bidder must provide proof of current registration with the Secretary of State as a non-profit organization, a cooperative, or a for-profit business, limited liability company, limited partnership, or a partnership having limited liability.
- Bidder for nutrition services must be in good standing with the local health department and/or state or federal Department(s) of Agriculture, as documented by attaching a copy of the most recent Ohio Department of Agriculture/Ohio Department of Health Standard Inspection Report for each preparation site and a copy of current Food Service Establishment License for preparation site. "Good standing" is defined as the food service establishment license has not been nor is in the process of being denied, suspended or revoked.
- Bids are encouraged from small businesses, women-owned businesses and minority-owned businesses.
- Bidder is required to demonstrate financial solvency.
- Bidder may bid on the entire geographic area of Portage, Stark, Summit, and Wayne Counties or portions thereof.
 - Bids will be accepted for as small as one congregate meal site program/senior center, or one neighborhood of services.
- Bidders who subcontract must document compliance of the subcontractor with all the relevant rules and regulations that apply to the provider or otherwise apply to the subcontractor's function.

Applicants, whose existing contracts with DHAD are not in good standing, will not be considered for a contract. Applicants must meet minimum requirements to be considered for a contract as specified in the rating section of the proposal for the service provided.

DHAD is specifically interested in receiving proposals from organizations with previous or current experience in providing these services. Providers who are certified through Ohio's Medicaid Waiver programs, PASSPORT, or other programs for related services are strongly encouraged to apply.

Right to Reject Proposal:

DHAD reserves the right to reject and/or accept any or all proposals and/or applications if it is deemed in the best interest of the Agency, even those submitted after the submission deadline. Incomplete applications/proposals will be considered ineligible.

WellSky Aging and Disability (formerly SAMS) Data Entry

For all Title-III B, Title-III C, and Care Coordination contracts, data entry is required in the WellSky Aging and Disability (formerly SAMS) database (this is a new requirement for Care Coordination). DHAD pays for one user license per service provider for this database access. Additional licenses may be purchased at the service provider expense. Health Education contracts are exempt from this requirement.

WellSky Aging and Disability data is to be collected and reported as an integral part of the Service Provider's day-to-day operations. At a minimum, providers are required to report all contracted service units plus the units provided with required matching funds. In addition, all congregate and home delivered meal providers are required to report all NSIP eligible meals served, even those provided by local funds. NSIP funding is based on the total number of meals served. An Aging and Disability Agency Summary Report shall be submitted with the monthly request for payment.

Currently, information required to be captured in the Aging and Disability database varies by service. Some services are reported by individual numbers and others are reported as an aggregate number of consumers in a group. Depending on the service, providers are responsible for collecting and reporting information, such as participant name, date of birth, gender with which the individual identifies, address, in poverty (yes/no), lives alone (yes/no), nutrition risk based on DETERMINE checklist score (see T-III C application), rural (yes/no), number ADL/IADL, ethnicity and ethnic race, disabled (yes/no), NSIP eligible (yes/no), NSIP eligible type, service type, service units, and funding source.

Data entry and reporting requirements may change during the contract period based on reporting required by the Administration on Community Living or the Ohio Department of Aging. In addition, DHAD may request additional data to track outcomes/outputs or changes in participant status.

Definition of Handicapped

For reporting purposes, the following definition of Handicapped by the Ohio Department of Aging applies:

A person who has at least one of the following disabilities which would restrict participation in a service without special aids of facilities made available by the service provider:

1. Walker
2. Crutches/cane
3. Wheelchair
4. Legally blind
5. Alcoholism/drug dependence
6. Deafness
7. Any other physical or mental disability that would prevent the participant from fulfilling a major life task (i.e., eating, dressing, bathing).

Clients' records should be designed in such a way that this information on handicapped status is readily available. This is an important client characteristic which can be utilized by your agency to document the need of the population served and the manner in which your service is accessible to this special sub-population of your total clients.

Required Targeting of Services for Title-III B and Title-III C Contracts (Care Coordination and Health Education are exempt. However, Health Education programs that apply such targeting will be preferred.)

Per the Older Americans Act, services will be targeted to adults, age sixty or over with the greatest socio-economic needs with particular attention to:

- Low-income older individuals
- Low-income minority older individuals
- Older individuals with limited English proficiency
- Older individuals residing in rural areas, and
- Older individuals at risk for institutional placement.

The Older Americans Act provides the following definitions for greatest socio-economic needs:

- The term "at risk for institutional placement" means with respect to an older individual, that such individual is unable to perform at least 2 activities of daily living without substantial assistance (including verbal reminding, physical cuing, or supervision) and is determined by the State involved to be in need of placement in a long-term care facility.

- The term “disability” means (except when such term is used in the phrase “severe disability”, “developmental disabilities”, “physical or mental disabilities”) a disability attributable to mental or physical impairment, or a combination of mental and physical impairments that results in substantial functional limitations in 1 or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning and emotional adjustment.
- The term “greatest economic need” means the need resulting from an income level at or below the poverty line.
- The term “greatest social need” means the need caused by noneconomic factors, which include physical and mental disabilities; language barriers; and cultural, social and geographical isolation, including isolation caused by racial and ethnic status that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently.

The Ohio Department of Aging (ODA) further identifies specific target populations at risk of greatest social need, secondary to social, cultural or geographical isolation. These include:

- Older individuals with behavioral health concerns
- Older individuals with Dementia
- Older individuals who are Holocaust survivors
- Older individuals in the LGBT community, and
- Caregivers
 - Caregivers who are older individuals with greatest economic need
 - Caregivers of older individuals with Dementia
 - Grandparents or older individuals who are relative caregivers providing care for children of addicted parents, and
 - Caregivers and/or grandparents who provide care to individuals with disabilities, including children with disabilities.

Providers should include these designated populations in their outreach and marketing plans.

more below

Federal Poverty Guidelines 2021

Number of People in Household	48 States & DC	Alaska	Hawaii
One	\$12,880	\$16,090	\$14,820
Two	\$17,420	\$21,770	\$20,040
Three	\$21,960	\$27,450	\$25,260
Four	\$26,500	\$33,130	\$30,480
Five	\$31,040	\$38,810	\$35,700
Six	\$35,580	\$44,490	\$40,920
Seven	\$40,120	\$50,170	\$46,140
Eight	\$44,600	\$55,850	\$51,360
For nine or more, add this amount for each additional person	\$4,540	\$5,680	\$5,220

Agencies help families who earn more than the federal poverty level. For example, some programs offer subsidies to families that are 150% of the federal poverty level. For a household of four, that would be \$39,750 (1.5 x \$26,500).

Voluntary Contributions and Cost Sharing (does not apply to Care Coordination or Health Education)

Voluntary Contributions

Providers shall allow consumers to voluntarily contribute towards the provision of service paid, in whole or in part, with Older Americans Act funds. The provider may solicit consumers to contribute toward the cost of the services they receive and shall encourage any consumer to contribute if the consumer's self-declared income is at or above one-hundred-eighty-five per cent of the federal poverty guidelines. The provider shall use collected voluntary contributions to expand the services for which the consumers contributed and supplement (not supplant) Older Americans Act fund for those services.

Cost Sharing

All goods and services paid, in whole or in part, with Older Americans Act funds, are subject to cost sharing, except for the following services:

- Information & assistance, outreach, benefits counseling, case management, disease prevention, health promotion, or volunteer placement.
- Education, training, or a support group provided through the National Family Caregiver Support program.
- Congregate and home-delivered meals
- Ombudsman, elder abuse prevention, legal assistance, or another consumer-protection service.
- Transportation, although the AAA may apply to ODA for an exemption if the transportation is coordination with other services and is paid, in whole or in part, with Older Americans Act funds.

Service Providers are required to implement and administer a consumer cost-sharing policy/procedure, and providers will assure that any contributions made will be diverted back into and used specifically for administration of the program. DHAD staff will monitor providers for compliance with this requirement.

The sliding-fee schedule below which determines the percentage of the actual (or partial) contracted cost of a unit of service that the Provider shall suggest that a consumer pay based upon the consumer's individual income as a percentage of the federal poverty level found in the federal poverty guidelines as defined in section 5101.46 of the Revised Code. Under no circumstances shall a consumer be required to participate in cost sharing, when the consumer's income level is below one-hundred fifty per cent of the federal poverty level.

SLIDING-FEE SCHEDULE	
INCOME LEVEL (As a % of Federal Poverty Level)	SUGGESTED COST-SHARE (As a % of Contracted Cost of Service)
149% and below	0%
150% - 174%	10%
175% - 199%	20%
200% - 224%	30%
225% - 249%	40%
250%-274%	50%
275% - 299%	60%
300% - 324%	70%
325% - 349%	80%
350% - 374%	90%
375% and above	100%

Provider will determine the consumer's individual income solely by the consumer's self-declaration of income with no requirement for verification, and no consideration of the consumer's assets, savings or other property. A provider shall not deny any services paid, in whole or in part, by Older Americans Act funds, if the consumer fails to make a cost sharing payment toward those services.

REQUIRED DOCUMENT SUBMISSIONS *(should be labeled as indicated)*

Please Note: Proof of Registry/Status, Non-discrimination Laws/limited English Proficiency, and Evidence of Insurance are Ohio Department of Aging requirements. Applications missing any of these elements will be disqualified.

- ☐ **General Application Demographics Form**
General demographic, financial, and assurance information must be submitted by all prospective providers
- ☐ **Program-Specific Application Addendum Form(s)**
Prospective provider must submit a program-specific application form for each program, Title-III B, Title-III C, Health Education, and/or Care Coordination as per the program-specific instructions
- ☐ **Attachment #1 Proof of Registry**
Please provide proof that your Agency is currently registered with the secretary of state as a non-profit organization, association, or trust, a co-operative, or, a for-profit business, limited liability company, limited partnership, or partnership having limited liability.
- ☐ **Attachment #2 Non-discrimination Laws**
Please include your non-discrimination policy(-ies) addressing hiring and service delivery
- ☐ **Attachment #3 Evidence of Insurance**
Please provide evidence that your Agency has at least one million dollars of commercial liability insurance coverage for consumer loss due to theft or property damage. *Include a written procedure describing the step-by-step instructions a consumer may follow to file a claim.*
- ☐ **Attachment #4 Financial Responsibility**
Include a copy of current year-to-date total agency/company financial statements, including a current income statement and a current balance sheet.
- ☐ **Attachment #5 Status of Pending Litigation**
The applicant must provide a current written statement from their legal counsel which provides a description of any pending litigation, or a statement that there is no pending litigation for the company/agency.
- ☐ **Attachment #6 Cost-Sharing Policy/Procedure** *(N/A for Care Coordination Applications)*
Attach a copy of your organization's policy for cost-sharing contributions as well as the procedure for accounting for contributions and directing them back into the program.
- ☐ **Attachment #7 Assurances of Compliance**
Provider CEO/Director/Owner will sign and date the Assurances of Compliance included in the application.
- ☐ **Attachment #8 Documentation of Minority Business Enterprise (if submitting)**
Attach a copy of Minority Business Enterprise certification or letter obtained from Ohio Department of Administrative Services, Equal Opportunity Division, [Minority Business Enterprise Unit](#) to document proof of certification (only if applicable).
- ☐ **Attachment #9 Documentation of Female Business Enterprise (if submitting)**
Attach a copy of Female Business Enterprise certification or letter obtained from Ohio Department of Administrative Services, Equal Opportunity Division, [Minority Business Enterprise Unit](#) to document proof of certification (only if applicable).
- ☐ **Attachment #10 Copy of current food service license (for T-III C applicants only)**
- ☐ **Attachment #11 Copy of recent food service inspection report (within last 12 months; T-III C applicants only)**
- ☐ **Attachment #12 Copy of proposed menu cycle (Title-III C applicants only).**

The above list is not exhaustive. In addition to the above-identified submissions, applicants will also submit any additional documentation or certification as specified in each program application addendum.

Primary Considerations for proposals:

1. Complete, accurate, and timely submittal of the application;
2. Indicators of quality, contract compliance and capacity, such as past performance and budget information (It is expected performance that is not ideal will be adjusted to meet performance metrics);
3. Clientele to be served (target populations and outreach efforts identified);
4. Number of units and resulting unit rates for a service;
5. Amounts of matching funds, client contributions, and other cash (higher amounts are more favorable; more matching dollars, client contributions or cash from other sources will increase the score); and
6. For nutrition services: Amount of person direction incorporated into nutrition services (more instances of person direction is more favorable).

PROPOSAL SCORING

Score sheets for each proposal type are included in the application addendum for each proposal/program type.

The contract format may vary somewhat depending on the service provided, but most if it is consistent from one to the other, including the attachments.

CONTRACT TEMPLATES (DO NOT SUBMIT THIS/THESE templates or any of their Attachments or Exhibits WITH YOUR PROPOSAL. THIS IS FYI ONLY)

Title-III Contract Template Language

This Agreement is made as of this 1st day of October, 2020, by and between the **DIRECTION HOME AKRON CANTON** ("AGENCY") and [REDACTED] ("PROVIDER"). The Term of this Agreement commences October 1, 2020 and ends September 30, 2021 (the "Term"). This Agreement is made for the purpose of providing either advances or reimbursement by the Agency to the Provider for services rendered by the Provider to eligible clients in accordance with the terms of this Agreement.

WHEREAS, Agency is authorized by the Ohio Department of Aging ("ODA") to receive and disburse Agency Funds and to monitor the expenditure of such funds to assist in the provision of social services to persons aged sixty (60) or older; and

WHEREAS, Provider is qualified to assist in meeting the human service and social needs of persons aged sixty (60) or older in order to promote independent living and thereby reduce unnecessary institutionalization; and

WHEREAS, Provider is required to deliver services purchased with Agency Funds and such other funds as described in Section II of this Agreement throughout the entire Term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other mutual promises herein contained, the parties hereto agree as follows:

I. Program Service Information

- A. During the entire Term of this Agreement, the Provider agrees to use Agency Funds to provide Congregate Meal service subject to the Conditions of Participation (COP) and Service Specifications (if applicable) as described in the attached **Exhibit A** to **Stark County**.
- B. The unit of service for meals is one **Home Delivered Meals**. The estimated total number of units of service to be provided during the Term of this Agreement year (based on the amount of the grant award) is [REDACTED].
- C. The Provider estimates the total number of un-duplicated persons to be served during the Term of this Agreement is [REDACTED] of whom the provider estimates the following number of persons will fall into each respective category (Provider should complete this section based on the amount of the grant award):

Low-Income	Aged 75 or older	Minority	Low-Income Minority	Rural

When using Older Americans Act funds, the provider will focus on those consumers with the greatest economic & social need.

- D. Meals must comply with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and provide to each participating older individual a minimum of 33-1/3 percent of the Dietary Reference Intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, if the project provides one meal per day.
- E. Providers will have the ability to accommodate person-direction on the part of the consumer. Person direction allows consumers to decide what is best for themselves from a range of viable options.

1. **Congregate Meals:** Giving consumers options between dining formats, locations, and times; allowing consumers to enjoy multi-generational dining; giving consumers options between entrées at each mealtime; and giving consumers options between one entrée and the sides that accompany it and at least one other entrée and the sides that accompany it (even if consumers exchange entrées or sides between two or more complete meal options) are examples of possible ways to offer person direction to consumers through congregate nutrition projects.
2. **Home-delivered Meals:** Giving consumers options between delivery formats (e.g., warm, frozen, chilled), options between delivery times (e.g., morning, afternoon), and options between delivery frequencies (e.g., per-meal delivery, periodic delivery); options between entrées at each mealtime; and options between one entrée and the sides that accompany it and at least one other entrée and the sides that accompany it (even if consumers exchange entrées or sides between two or more complete meal options) are examples of possible ways to offer person direction to consumers through home-delivered meals programs.

F The provider will comply with all applicable provider obligations and elements specified in Ohio Department of Aging regulations OAC 173-3 and 173-4 (see Attachment A)

II. Budget

The Provider estimates that Revenues will be as follows (Provider should complete this section based on the amount of the grant award):

B. Projected Expenditures		Amount	C. Projected Revenue		Amount
1.	Personnel	\$	1.	Agency Funds	\$
2.	Travel	\$	2.	Project Income*	\$
3.	Equipment/Supplies	\$	3.	Cash Match	\$
4.	Other	\$	4.	In-Kind Match	\$
5.	Other+	\$	6.	Other	\$
+ additional category solely to balance expenditures vs revenue due estimates being based on requested amount rather than actual allocation.			7.	USDA Reimbursement**	\$
Total		\$	Total		\$

* Project Income figure is based on the Provider's projected amount of client donations.

** The USDA funds are based on the number of meals served and the meal reimbursement rate established solely by the USDA. As such, any variations between planned meals and meals actually served will be reflected in the USDA reimbursement amount.

A. During the Term of this Agreement, Agency Funds will be made available to the Provider in an amount not to exceed \$, contingent upon the Agency's receipt of said Agency Funds from ODA and subject to the terms and conditions as stated herein. These funds ("Agency Funds") will come from Title III-B CFDA# 93.044, Title III-C CFDA #93.045, Title III-E CFDA #93.052, Title III-D CFDA #93.043, NSIP # CFDA 93.053, Farmer's Market CFDA #10.576 (from the U.S. Department of Health and Human Services United States Department of Agriculture passed through ODA) Senior Community Services Block grant funds and State Alzheimer Respite funds from the State of Ohio passed through ODA.

III. Earning and Disbursing Funds

- A. The unit of service reimbursement rate is \$ [REDACTED] based on the grant proposal submitted by the provider.
- B. Agency Funds are earned by Provider upon satisfaction of all of the following conditions:
 - 1. Upon expending local match per Section II.C.4 &.5 of this Agreement; and
 - 2. Upon providing units of service in accordance with **Exhibit A** to persons age sixty (60) years or older; and
 - 3. Upon submission of such reports as required by the Agency documenting the provision of such service; and
 - 4. Upon submission of such reports as required by the Agency and ODA for reporting specific client data for the NAPIS (National Aging Program Information Systems) Program; and
 - 5. Upon Provider being in compliance with all of its duties and obligations under this Agreement.
- C. Agency Funds will be paid to the Provider monthly either through an advance or on a reimbursement basis contingent upon such Agency Funds being received by the Agency. The Agency will advance or reimburse in any one month no more than 1/12th of the Agency Funds payable to Provider under this Agreement, except for good cause with appropriate documentation. Subsequent advances will be appropriately adjusted. The Agency will identify the source of funds on all advances or reimbursements. The Agency reserves the right to change the source of funds retroactively.
- D. If necessary, periodic adjustments may be made by the Agency in amounts and at intervals to be determined by the Agency in its sole discretion in order to reconcile the difference between the disbursement of Agency Funds to the Provider and the earning of such Agency Funds by the Provider.
- E. The Agency will review all earnings under this Agreement after six (6)-months. The Agency reserves the right in its sole discretion to reduce the current annual allocation level under this Agreement after the six (6)-month review if there are under-earnings. In that event, the Agency may reallocate these Agency Funds for any allowable purpose.
- F. Provider agrees to return and remit to the Agency all Agency Funds not earned upon demand of the Agency.
- G. The provider shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code and to allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under section 315(b) of the Older Americans Act.

IV. Financial Reporting

- A. The Provider shall submit required OMB A-133 reports if applicable.
- B. One copy of the OMB A-133 report(s) shall be submitted to the Agency no later than one hundred-eighty (180) days from the Provider's year end.
- C. Periodically the Agency may have an independent auditor (hired by the Agency) review Provider's records pertaining to Older Americans Act Funds and/or Senior Community Services Block Grant funds in order to produce its audited statements.
- D. Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider.
- E. If Provider is required to complete an A-133 audit by another funding source, a copy of said audit shall be submitted to the Agency.

V. Control Policies

- A. The Agency shall at all times have the right to inspect sites, products, procedures and plans of the Provider for the purpose of determining compliance with the terms of this Agreement and all applicable Federal, State and Local Laws, regulations and established guidelines of any kind. The Agency shall at all reasonable times have the right to access and audit any and all books, documents, and records, financial or otherwise, pertinent to the provisions of this Agreement.
- A. The Provider understands it will be monitored periodically by a representative or representatives from the Agency and/or the ODA. The monitoring will determine whether the Provider's activities and obligations are being carried out as specified by this Agreement. Monitoring activities may include, but are not limited to, on-site observation, interviews of staff, review of the Provider program books, documents and records, unit of service verification and the utilization of special tests, assessment devices and rating scales. The Agency reserves the right to make final determination of the monitoring methods and activities to

be used and the information to be reviewed and collected. Adequate measures will be taken by the Agency to insure that records of a confidential nature will not be compromised. It shall be the responsibility of the Provider to obtain written releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. Such releases shall permit authorized Agency representatives to examine said personal information for evaluation and monitoring purposes.

- B. The Provider agrees that if it is operating a congregate meal site under this Agreement, and it does not plan on operating said site beyond the end of the Term of this Agreement, the last day of the Term of this Agreement shall be deemed to be the date of a proposed site closing and the Provider agrees to follow Direction Home Akron Canton Nutrition Policy #610.00, Policy #3 relative to a site closing. Failure to follow said policy may be taken into account by the Agency in awarding future contracts to Provider.
- C. The provider shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code and to allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under section 315(b) of the Older Americans Act.
- D. If the provider agreement regards a service that is reimbursed by Older Americans Act funds, the provider has a right to appeal a decision on the provider agreement based on Rule 173-3-09 of the Administrative code; and the AAA may terminate the agreement without obligation if ODA determines, through the appeals process or through monitoring, that the provider agreement was entered into inappropriately.

VI. Applicable Federal, State and Local Laws Regulations and Established Guidelines

- A. The Provider shall conform to the requirements of all applicable federal, state and local laws, regulations and established guidelines, which are incorporated by reference herein, including, but not limited to:
 - 1. Older Americans Act of 1965, as amended;
 - 2. Civil Rights Act of 1964, as amended;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended;
 - 4. Age Discrimination Act of 1975, as amended;
 - 5. Federal Labor Standards Act of 1938, as amended;
 - 6. Age Discrimination in Employment Act of 1967, as amended;
 - 7. Americans with Disabilities Act of 1990, as amended;
 - 8. Drug Free Work Place Act of 1988, as amended;
 - 9. OAC 173:3:1-13 (Criminal Background Checks), as amended;
 - 10. ODA Policies 409.00 Program Income; 409.01 Program Income: Participant Contributions; 409.02 Program Income: Fiscal Management, as amended;
 - 11. State and local health, fire, safety, zoning, building and sanitation codes;
 - 12. Direction Home Akron Canton Nutrition Policy #610.00;
 - 13. Health Insurance Portability Act of 1996 (HIPAA), as amended; and
 - 14. Federal Circulars A133, A110 & A122, as applicable.
- B. Any provider who is a mandatory reporter shall immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation.
- C. The Provider shall require all subcontractors to conform to the foregoing requirements in all subcontracts for work or services provided pursuant to this Agreement hereunder.
- D. Provider shall not use or disclose any information systems, records or other protected health information (45 CFR 160 and 164 (A) and (E) made available to it by the Agency for any purpose other than to fulfill its obligations under this Agreement. Further, Provider agrees to comply with all applicable Federal and State confidentiality laws, including without limitation, The Health

Insurance Portability Act of 1996 (HIPAA), as amended, and all other regulations applicable to the program(s) under which this Agreement is funded.

1. The Provider shall not from use or disclose any information concerning a consumer for any purpose directly associated with the provision of services, unless the provider has documentation of the consumer's consent to do so.
 2. The Provider shall not use or disclose any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.
- E. The provider shall store consumer records in a designated, locked storage space.
- F. Any amendments to laws, rules, or regulations cited in the provider agreement will result in a correlative modification to the provider agreement without the necessity of executing a written amendment.

VII. Affirmative Action, Equal Employment Opportunities, Section 504, Handicapped Accessibility Requirements

- A. The following posters and notices will be prominently displayed at Provider's main office:
1. EEO policy statement
 2. EEO posters
 3. Job vacancies
 4. Training sessions available
 5. Discrimination complaint procedures
- B. The Provider shall furnish the Agency with an annual update of its Affirmative Action Plan at its annual on-site monitoring visit.
- C. The Provider shall furnish the Agency with a Section 504 Accessibility survey within ninety (90)- days after signing this Agreement.

VIII. Insurance

- A. The Provider shall secure and maintain at least the following minimum amounts of insurance:
1. General liability insurance, including, but not limited to, contractual liability, products liability and personal injury liability insurance, with combined limits for bodily injury and/or death and property damage in the amount of not less than \$500,000 per occurrence/\$1,000,000 in aggregate.
 2. Automobile liability insurance with limits of at least \$500,000 on a combined single-limit basis, for bodily injury and property damage, for all owned, leased, hired, borrowed and non-owned vehicles. If the Provider does not own a vehicle, then Non-Owned & Hired Automobile Liability Insurance must be purchased under the General Liability Policy.
 3. Workers' Compensation Insurance.
- B. The insurance required under this Agreement shall extend to all Provider subcontractors and shall cover the acts and/or omissions of employees, subcontractors, and agents of, and volunteers working for, the Provider or subcontractors working for the Provider.
- C. The Provider shall have the insurance described above in full force and effect prior to the provision of services under this Agreement. Insurance meeting the requirements of this Section VIII shall be maintained throughout the Term of this Agreement.
- The Provider shall certify this by signing Exhibit B.**
- D. Liability insurance required under this Agreement (except medical professional liability) shall name the Agency as an additional insured and shall contain a provision that requires at least a thirty (30)-day written notice to the Agency prior to any cancellation or termination. Provider shall deposit a Certificate of Insurance and a Certificate evidencing Workers' Compensation coverage with the Agency prior to the provision of services under this Agreement. If renewal of such insurance occurs during the Term of this Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the Agency within thirty (30)-days of said renewal.

IX. Indemnification

The Provider shall defend, indemnify and hold the Agency, its employees, agents, trustees and officers harmless from any and all claims, demands, damages, suits, judgments, awards, costs, liabilities, fines, penalties, and expenses (including, but not limited to, attorneys' fees

and court costs), arising from, resulting from or attributable to the performance or nonperformance of the obligations under this Agreement by the Provider, its employees, agents, trustees, officers, subcontractors and/or volunteers, acting alone or with others, excepting only those matters or occurrences caused solely by the gross negligence of the Agency, its employees or agents.

X. Modification

This Agreement may be modified only by a writing signed by both parties.

XI. Records and Documents

The provider shall retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the AAA and ODA and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years. If a record is monitored or audited, the provider shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years, until the latter of:

(A) Three years after the date the provider receives payment for the service;

(B) The date on which ODA, the AAA, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled; or,

(C) The date on which the auditor of the state of Ohio, the inspector general, or a duly-authorized law enforcement official concludes an audit of the records and any findings are finally settled.

XII. Breach

If, in the opinion of the Agency, the Provider has materially failed to comply with any of the terms of this Agreement, including, but not limited to, the terms contained in **Exhibits A or B**, or the terms requiring the Provider to provide the Agency with documents, records, reports or certificates, or if the Provider has failed to correct audit findings from audits done either pursuant to this Agreement or prior Agreements between the parties, or if the Provider has materially failed to comply with quality assurance standards in providing services hereunder, the Agency shall deliver to the Provider by certified mail, return receipt requested, a written notice detailing the nature of the failure or of the noncompliance, as the case may be. If Provider has not taken corrective action or made arrangements to take corrective action satisfactory to the Agency, in its sole discretion, within ten (10) working days of receipt by Provider of the written notice, the Agency, at its sole option, and notwithstanding anything herein to the contrary, may impose either or both of the following remedies:

(a) the withholding of the payment of funds to the Provider; or

(b) the immediate termination of this Agreement.

XIII. Termination

This Agreement may be terminated by either party for any reason whatsoever upon sixty (60)-days prior notice to the other party.

XIV. Assignability

Neither the Agency nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent of the other party. The Agency and the Provider each bind themselves, their successors and assigns to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the Agency or the Provider.

XV. Public Recognition of Agency Support

Provider agrees to give public recognition of Agency support by placing the Agency logo in all Provider publicity and facilities (i.e., property, vehicles, nutrition sites and senior centers). For printed literature (i.e., stationary, newsletters, annual reports, brochures, flyers, posters, etc.) either the Agency logo or the following statement shall be included: **"Financial Support Provided in Part by Direction Home Akron Canton"**.

XV. The Agency recognizes the organizations listed on **Exhibit C** as Community Focal Points.

XVI. The Provider agrees to prominently display the Long-Term Care Ombudsman/Elder Rights Poster.

XVII. Contract Transitions

Upon renewal of this contract, if the new contract is not signed by the first day/date of the proposed contract period, this signature indicates the Provider's intent to comply with all rules and regulations herein throughout the proposed contract period, back to and including the first day of the new contract.

XVIII. The provider shall cooperate with the AAA and ODA, to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the president of the United States declares that the provider's service area is a disaster area.

XIX. Certification Regarding Department Suspension, Ineligibility and Voluntary Exclusion Pursuant to 45 CFR Part 76 Lower Tier Transactions

The provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

XX. Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Care Coordination Contract Template Language

This agreement ("Agreement") is made as of this 1st day of October, 2020 by and between Direction Home Akron Canton ("AGENCY") and **Provider Name** ("PROVIDER"). The term of this Agreement commences October 1, 2020 and ends September 30, 2022 (the "Term"). This Agreement is made for the purpose of providing reimbursement by the Agency to the Provider for Care Coordination Home Care Services provided to eligible Care Coordination Home Care patients in accordance with the terms of this Agreement.

This Agreement is for the provision of goods or services paid with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging ("ODA"). ODA, in turn, allocated the federal funds to the Agency. The Agreement is subject to federal laws and rules, state law and ODA's rules.

WHEREAS, The Care Coordination Program ("Program"), run by the Agency, utilizes the Agency Funds, as defined below, to arrange for goods and services available through the Program targeting consumers with the greatest economic and social needs with particular attention to consumers who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.

WHEREAS, the goal of the Care Coordination system is to implement the following three (3) system components: uniform assessment tool; client tracking via a management information system; and the use of care managers for the most complex community-based care cases;

WHEREAS, Agency is authorized by the Ohio Department of Aging ("ODA") to receive and disburse Agency Funds and to monitor the expenditure of such Agency funds to assist in the provision of Care Coordination Home Care services to persons aged sixty (60) or older or persons of any age with Alzheimer's Disease and related disorders; and

WHEREAS, Provider is authorized to utilize Agency Funds to assist in meeting the health and human service needs of persons aged sixty (60) or older or persons of any age with Alzheimer's Disease and related disorders in order to promote independent living and thereby reduce unnecessary institutionalization; and

WHEREAS, Provider is required to deliver services purchased with Agency Funds according to the provisions of this Agreement throughout the entire Term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other mutual promises herein contained, the parties hereto agree as follows:

I. Program Service Information

- A. The Provider agrees to adhere to the Conditions of Participation and Service Specifications for Care Coordination Service Providers described in the attached **Exhibit A**.
- B. During the entire Term of this Agreement, the Provider agrees to use Agency Funds to provide the services in the geographic areas, and at the unit rates for the defined units delineated in the attached **Exhibit B**. These funds ("Agency Funds") will come from Title III-B CFDA# 93.044, Title III-C CFDA #93.045, Title III-E CFDA #93.052, Title III-D CFDA #93.043, NSIP CFDA#

93.053, Farmer's Market CFDA #10.576 (from the U.S. Department of Health and Human Services United States Department of Agriculture passed through ODA) Senior Community Services Block grant funds and State Alzheimer Respite funds from the State of Ohio passed through ODA.

II. Earning and Disbursing Funds

- A. Agency Funds are earned by the Provider upon satisfaction of all of the following conditions:
 1. Upon the Provider providing units of services in accordance with **Exhibit A and Exhibit B** to eligible persons; and
 2. Upon the Agency receiving from Provider **within sixty (60) days from the last day of the month in which service is provided** such reports as required by the Agency documenting the provision of such service; and
 3. Upon submission of such reports as required by the Agency and ODA for reporting specific client data for the NAPIS (National Aging Program Information Systems) Program and/or SAMS reporting system; and
 4. Upon expending USDA funds for the sole purpose of purchasing foods of United States origin (for home-delivered meal services only); and
 5. Upon Provider being in compliance with all of its duties and obligations under this Agreement.
- B. Agency Funds will be paid to the Provider monthly on a reimbursement basis contingent upon all the foregoing conditions having been met and contingent upon the Agency's receipt of said funds from ODA. The Agency will reimburse the Provider for all authorized units of service delivered to eligible persons in accordance with and as described in the attached **Exhibit A and Exhibit B**.
- C. **The Agency will not pay Provider invoices received by the Agency later than sixty (60) days from the last day of the month in which service is provided.**
- D. The provider shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code and to allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under section 315(b) of the Older Americans Act.

III. Financial Reporting

- A. The Provider will be required to submit Care Coordination Program specific or total agency financial statements (unaudited) upon request. These statements will be based on the Provider's fiscal year.
- B. Periodically the Agency may have an independent auditor (hired by the Agency) review Provider's records pertaining to Older Americans Act Funds, Senior Community Services Block Grant Funds and/or Alzheimer Respite Funds in order to produce its audited statements. Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider.
- C. Care Coordination Service Contracts will complete a Unit of Service Verification per the following if requested by the Agency:
 1. The Unit of Service Verification shall be performed by an independent CPA firm. The CPA will follow the Agency's

"Unit of Service Verification Guide for Agreed-Upon Procedures under Purchase of Service Contracts".

2. The Provider is responsible for paying all fees associated with the Unit of Service Verification. A copy of the Unit Audit Report is to be submitted to the Agency by the date designated by the Agency.

IV. Control Policies

- A. The Provider shall retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the AAA and ODA and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years after the Provider receives a payment for goods or services. If a record is monitored or audited, the Provider shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years, until the latter of:
 - (1) Three years after the date the Provider receives payment for the service;
 - (2) The date on which ODA, the AAA, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled; or,
 - (3) The date on which the auditor of the state of Ohio, the inspector general, or a duly-authorized law enforcement official concludes an audit of the records and any findings are finally settled.
- B. The Agency shall at all times have the right to inspect the sites, products, procedures and plans of the Provider for the purpose of determining compliance with the terms of this Agreement and all applicable Federal, State and Local laws, regulations and established guidelines of any kind. The Agency shall at all reasonable times have the right to access and right to audit any and all books, documents, and records, financial or otherwise, pertinent to the provisions of this Agreement.
- C. The Provider will be monitored periodically by a representative or representatives from the Agency and/or ODA. The monitoring will determine whether the Provider's activities are being carried out as specified by this Agreement. Monitoring activities may include, but are not limited to, on-site observation, interviews of staff, review of the Provider program, books, documents and records, unit of service verification and the utilization of special tests, assessment devices and rating scales. The Agency reserves the right to make final determination of the monitoring methods and activities to be used and the information to be reviewed and collected. Adequate measures will be taken by the Agency to insure that records of a confidential nature will not be compromised. It shall be the responsibility of the Provider to obtain releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. The release shall permit authorized Agency representatives to examine said personal information for evaluation and monitoring purposes.
- D. The Provider shall store consumer records in a designated, locked storage space. If the Provider retains consumer's records electronically, the Provider shall store the records in a password-protected file.
- E. The Provider shall notify the AAA of any significant change that may necessitate a reassessment the service needs of a consumer

in a care-coordination program no later than one day after the provider is aware of a repeated refusal to receive services; changes in the consumer's physical, mental, or emotional status; documented changes in the consumer's environmental conditions; or, other significant, documented changes to the consumer's health and safety. If "one day after" falls on a weekend or legal holiday, as defined in section 1.14 of the Revised Code, the deadline is extended to the day immediately following "one day after" that is not on a weekend or legal holiday.

- F. The Provider shall notify the AAA and the consumer in writing of the anticipated last day of service to a consumer in a care-coordination program no later than thirty days before the anticipated last day of service, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the consumer; serious risk to the health or safety of the Provider; the consumer's decision to discontinue the service; or a similar reason why the Provider is unable to notify the AAA thirty days before the anticipated last day of service. The Provider shall also notify the consumer how he/she he or she may reach a long-term care ombudsman. If the thirtieth day falls on a weekend or legal holiday, as defined in section 1.14 of the Revised Code, the deadline is extended to the day immediately after the thirtieth day that is not a weekend or legal holiday.
- G. The Provider is prohibited from using or disclosing any information concerning a consumer for any purpose directly associated with the provision of services, unless the provider has documentation of the consumer's consent to do so.
- H. The Provider is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.
- I. The Provider shall comply with the database reviews and criminal records check requirements under section 173.394, 173.38 of the Revised Code and Chapter 173-9 of the Administrative Code. If the Providers is self-employed, the Agency shall review databases and check criminal records of the Provider according to section 173.381 of the Revised Code and Chapter 173-9 of the Administrative Code. Division (B)(1) of section 109.572 of the Revised Code requires the bureau of criminal identification and investigation to include sealed criminal records in its criminal records report for criminal records checked conducted under sections 173.38 and 173.381 of the Revised Code.
- J. If a federal, state, or local government regulatory authority prohibits the Provider from providing the goods or services required by the Agreement, the Provider shall notify the Agency of the disciplinary action and the Agency shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the Provider to be ineligible to be paid with Older Americans Act funds for providing goods or services to the consumers. The provider shall return any funds received for providing services, if the provision of the services did not comply with the Administrative Code, the Revised Code, or any other law that regulates the provider or the services provided.
- K. The provider has the right to appeal a decision the Agency takes against the Provider agreement as per rule 173-3-09 of the Administrative Code; and the AAA may terminate the agreement without obligation if ODA determines, through the appeals process or through monitoring, that the provider agreement was entered into inappropriately.

V. Applicable Federal, State and Local Laws, Regulations and Established Guidelines

- A. The Provider shall conform to the requirements of all applicable federal, state and local laws, regulations, and established guidelines, which are incorporated by reference herein, including, but not limited to:
 - 1. Older Americans Act of 1965, as amended;
 - 2. Civil Rights Act of 1964, as amended;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended;
 - 4. Age Discrimination Act of 1975, as amended;
 - 5. Federal Fair Labor Standards Act of 1938, as amended;
 - 6. Age Discrimination in Employment Act of 1967, as amended;

7. Americans with Disabilities Act of 1990, as amended;
8. Drug-Free Work Place Act of 1988, as amended;
9. OAC 173:3:1-13 (Criminal Background Checks), as amended;
10. ODA Policy 409.00 Program Income, 409.01 Program Income: Participant Contributions, 409.02 Program Income: Fiscal Management; and
11. State and local health, fire safety, zoning and sanitation codes.
12. Health Insurance Portability Act of 1996 (HIPAA), as amended.

- B. The Provider shall immediately notify local adult protective services program in accordance with section 5101.63 of the Revised Code once the Provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation.
- C. The Provider shall require all subcontractors to conform to the foregoing requirements in all subcontracts for work hereunder.

VI. Affirmative Action, Equal Employment Opportunity, Section 504, Handicapped Accessibility Requirements

- A. The following posters and notices will be prominently displayed at Provider's main office:
 1. EEO policy statement
 2. EEO Posters (as required by law)
 3. Job vacancies
 4. Training sessions available
 5. Discrimination complaint procedures
- B. The Provider shall furnish the Agency with an annual update of its Affirmative Action Plan during the regular on-site monitoring visit.
- C. The Provider shall furnish the Agency with a Section 504 Accessibility survey within ninety (90) days after signing this Agreement.

VII. Insurance

- A. The Provider shall secure and maintain at least the following types of insurance, as well as the specified minimum limits:
 1. General liability insurance, including, but not limited to, contractual liability, products liability and personal injury liability insurance, with combined limits for bodily injury and/or death and property damage in the amount of not less than \$500,000 per occurrence/\$1,000,000 in aggregate.
 2. Automobile liability insurance with limits of at least \$500,000 on a combined single limit basis, for bodily injury and property damage, for all owned, leased, hired, borrowed and non-owned vehicles. If the Provider does not own a vehicle, then Non-Owned & Hired Automobile Liability Insurance must be purchased under the General Liability Policy.
 3. Workers' Compensation Insurance.
- B. The insurance required under this Agreement shall extend to all Provider subcontractors and shall cover the acts and/or omissions of employees, subcontractors, or agents of and volunteers working for, the Provider, or subcontractors working for the Provider.
- C. The Provider shall have the insurance described above in full force and effect prior to the provision of services under this Agreement. Insurance meeting the requirements of this Section VII shall be maintained throughout the Term of this Agreement.

The Provider shall certify this by signing Exhibit C.

D. Liability insurance required under this Agreement (except medical professional liability) shall name the Agency as an additional insured and shall contain a provision that requires at least a thirty (30)-day written notice to the Agency prior to any cancellation or termination. Provider shall deposit a Certificate of Insurance and a Certificate evidencing Workers' Compensation coverage with the Agency prior to the provision of services under this Agreement. If renewal of such insurance occurs during the Term of this Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the Agency within thirty (30) days of said renewal.

VIII. Indemnification

The Provider shall defend, indemnify and hold the Agency, its employees, agents, trustees and officers harmless from any and all claims, demands, damages, suits, judgments, awards, costs and expenses (including, but not limited to, attorneys' fees) arising from, resulting from or attributable to the performance or nonperformance of the obligations under this Agreement by the Provider, its employees, agents, trustees, officers, subcontractors and/or volunteers, acting alone or with others, excepting only those matters or occurrences caused solely by the gross negligence of the Agency, its employees, agents, trustees, or officers.

IX. Modification

This Agreement may be modified only by a writing signed by both parties. Any amendments to the laws, rules or regulations will result in correlative modification to the Agreement without the necessity of executing a written amendment.

X. Records and Documents

All records and documents relating to this Agreement shall be retained by the Agency and the Provider for at least three (3) years from the date of termination of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) -year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) -year period, whichever is later. Client and fiscal records must be available for audit or inspection upon request by the Agency, the ODA and/or the Administration on Aging. Documents retained by the Provider must include, but are not limited to, the client care plan, service authorization form and actual visit reports.

XI. Breach

If, in the opinion of the Agency, the Provider has materially failed to comply with any of the terms of this Agreement, including, but not limited to the terms contained in **Exhibit A, Exhibit B or Exhibit C**, or the terms requiring the Provider to provide the Agency with documents, records, reports or certificates, or if the Provider has failed to correct audit findings from audits done either pursuant to this Agreement or prior Agreements between the parties, or if the Provider has materially failed to comply with quality assurance standards in providing services hereunder, the Agency shall deliver to the Provider by certified mail return receipt requested a written notice detailing the nature of the failure or of the noncompliance, as the case may be. If Provider has not taken corrective action or made arrangements to take corrective action satisfactory to the Agency, in its sole discretion, within ten (10) working days of receipt by Provider of the written notice thereof, the Agency, at its sole option, and notwithstanding anything herein to the contrary, may impose any or all of the following sanctions:

- (a) the withholding of the payment of funds to the Provider;
- (b) the immediate suspension of the referral of clients to the Provider;
- (c) the immediate transfer of clients to other Providers; or
- (d) the immediate termination of this Agreement.

XII. Assignability

Neither the Agency nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent from the other party. The Agency and the Provider each bind themselves, their successors and assigns to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the Agency or the Provider.

XIII. Certification Regarding Department Suspension, Ineligibility, and Voluntary Exclusion Pursuant to 45 CFR Part 76 Lower Tier Transactions

The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

XIV. The Agency recognizes the organizations listed on **Exhibit D as Community Focal Points.**

XV. The provider shall cooperate with the AAA and ODA, to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the president of the United States declares that the provider's service area is a disaster area.

XVI. Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

Upon renewal of this contract, if the new contract is not signed by the first day/date of the new contract period, this signature indicates the Provider's intent to comply with all rules and regulations herein throughout the proposed contract period, back to and including the first day of the new contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

Exhibit A

The provider shall comply with rule 173-3-06.1 of the Administrative Code, if providing an adult day service; rule 173-3-06.2 of the Administrative Code, if providing a chore service; rule 173-3-06.3 of the Administrative Code, if providing a home maintenance, modification, or repair service; rule 173-3-06.4 of the Administrative Code, if providing a homemaker service; rule 173-3-06.5 of the Administrative Code, if providing a personal care service; rule 173-3-06.6 of the Administrative Code, if providing a transportation service; rule 173-4-05 of the Administrative Code, if providing a meal service; rule 173-4-06 of the Administrative Code, if providing a nutrition consultation service; rule 173-4-07 of the Administrative Code, if providing a nutrition education service; rule 173-4-08 of the Administrative Code, if providing a nutrition health screening; or rule 173-4-09 of the Administrative Code, if providing a grocery shopping assistance service.

The regulations for Title-III (Older Americans Act) programs can be found on (and printed from) the Ohio Department of Aging website

<https://aging.ohio.gov/Rules#71491-older-americans-act>
<https://aging.ohio.gov/Rules#71492-older-americans-act-nutrition-program>

It is understood that the monitoring process has inherent limitations which may not allow all program irregularities to be identified. Providers are responsible for operating and delivering services within the respective program's specifications and standards. *The failure of the Agency to identify undetected irregularities in no way absolves the Provider of the obligation to deliver service in accordance with prescribed regulations.*

The Provider verifies the understanding on the part of the Provider organization that the Provider organization will document the service units delivered, based on the unit of service definition, will report only allowable service units, and will bill only for services which have been documented and delivered

RULE UPDATES

Important Note: The provider is obligated to remain current on all rules and regulations governing their participation in AAA/ODA programs. It is not the responsibility of the Direction Home Akron Canton to notify the provider of rule changes.

It is strongly suggested that providers subscribe to the Ohio Department of Aging website at <http://www.aging.ohio.gov/subscribe/> to receive email notifications when rules are being reviewed or revised. Go to the sign-up page of their website at <http://aging.ohio.gov/subscribe/> and enter your email address in the box about half way down on the left side of the page, then click "Go." You'll then have the option of selecting which mailing lists you want to join. Select the one for "Rules Review and Comment Process." Once subscribed you should receive mail notices about any upcoming rule changes. This will allow the provider to offer public input into the regulatory process, as well as keeping the provider current with the most recent edition(s) of the various rules.



Direction Home Akron Canton

Attachment B

CARE COORDINATION Home Care Provider Agreement
October 1, 2020 to September 30, 2022

PROVIDER: *Provider Name*

SERVICE	SERVICE UNIT	Unit Rate (in \$ dollars)			
		PORTAGE	STARK	SUMMIT	WAYNE
Adult Day Service	1 Day				
Adult Day Service – Transportation	One-Way Trip				
Adult Day Service – Transportation	Round Trip				
Chore	Job*				
Education – Group	Hour				
Education – Individual	Hour				
Emergency Response System	1 Month				
Emergency Response System – Installation	1 Installation				
Emergency Response System – 2 nd PHB	1 month				
Home Delivered Meals	1 Meal				
Home Delivered Meals – Special /Therapeutic	1 Meal				
Homemaker	15 Minutes				
Minor Home Modification, Maintenance, Repair	Job*				
Personal Care Service	15 Minutes				
Social Work/Counseling	15 Minutes				
Transportation – Medical	1 Trip*				

*Note: * A unit rate of \$1.00 indicates a per-bid or per-item service. The rate will be paid at the price quoted by the provider and accepted by the PAA.*

**Performance-Based Service Agreement for Care Coordination Services
funded by Direction Home Akron Canton (2020-2022)**

**Direction Home Akron Canton
Care Coordination Services Agreement**

Attachment C

October 1, 2020 to September 30, 2022

The Provider agrees to secure and maintain evidence in their records of at least the following minimum amounts of insurance:

1. General Liability including contractual liability, products liability, and personal liability with combined limits for bodily injury and/or death and property damage in the amount not less than \$500,000 per occurrence/\$1,000,000 in aggregate with the Direction Home Akron Canton, 10B, Inc. named as an additional insured; and
2. Automobile liability insurance with limits of at least \$500,000 on a combined single limit basis for bodily injury and property damage for all owned, leased, hired or non-owned vehicles; and
3. Workers' Compensation Insurance

The Provider shall make available to the Agency and/or ODA evidence of such coverage at the regularly scheduled monitoring visit.

I certify that to the best of my knowledge that (Provider) has secured and will maintain the minimum amounts of insurance as outlined above throughout the entire term of this agreement.

By: _____
signature _____ date _____

typed name and title

SAMPLE

,

**Performance-Based Service Agreement for Care Coordination Services
funded by Direction Home Akron Canton (2020-2022)**

**Direction Home Akron Canton
Care Coordination Services Agreement**

Exhibit D

PSA 10B COMMUNITY FOCAL POINTS

Direction Home Akron Canton
1550 Corporate Woods Pkwy, Suite 100
Uniontown, OH 44685

United Way 2-1-1
703 S. Main St.
Akron, OH 44311

First Call for Help
126 N. Prospect St.
Ravenna, OH 44266

Community Information Center of United Way
332 2nd St. NW
Canton, OH 44702

United Way of Wooster's Info Link
215 S. Walnut St.
P.O. Box 548
Wooster, OH 44691

**Performance-Based Service Agreement for Care Coordination Services
funded by Direction Home Akron Canton (2020-2022)**

**ASSURANCE OF COMPLIANCE
WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The undersigned, hereinafter called the "Provider", **HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, 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 Provider receives Federal financial assistance from the Direction Home Akron Canton (hereinafter called the "Agency"); 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 Provider by the Agency, this assurance shall obligate the Provider, or in the case of any transfer of such property, and 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 Provider for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Provider for the period during which the federal financial assistance is extended to it by the Agency.

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 Provider by the Agency, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Provider 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 Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

Provider

Date

SAMPLE

President, Chairman, or comparable authorized official

Title

Typed Address of Provider:

_____,

**Performance-Based Service Agreement for Care Coordination Services
funded by Direction Home Akron Canton (2020-2022)**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE
WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Provider") **HEREBY AGREES THAT** it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to ☐ 84.5(a) of the regulation [45 C.F.R. 84.5(a)], the Provider gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Provider 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 will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

This Assurance obligates the Provider for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in ☐ 84.5(b) of the regulation [45 C.F.R.84.5(b)].

The recipient: [check (a) or (b)]

- a. ☐ employs fewer than fifteen persons;
- b. ☐ employs fifteen or more persons and, pursuant to ☐ 84.7(a) of the regulation [45 C.F.R.84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the Health and Human Services regulations:

Name of Designee(s) – Type or Print

Name of Provider – Type or Print

Street Address or P.O. Box

(IRS) Employer Identification Number

City, State, Zip

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Date

END OF CONTRACT TEMPLATES