



Area Agency on Aging - Region 9, Inc.

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Serving Ohio's Belmont, Carroll, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Muskingum, and Tuscarawas counties for over 25 years

Dates of Program Period: Year 1: January 1, 2012-December 31, 2012

Year 2: January 1, 2013-December 31, 2013 **if renewed**

AAA9 Care Coordination Grant Application for 2012-2013

Contact Person				
Organization Name				
Dbn if applicable				
Street Address:				
P.O. Box				
City		State		Zip Code

Primary Business telephone numbers:

Telephone #		Fax #	
Toll free #			

Contact Name:	Email address:

Type of application: New: Revised: Date revised:

Federal Identification Number/IRS:						
Registered with the Ohio Secretary of State (submit a copy of the designation)						
Non Profit Organization		Non Profit Association		Non Profit Trust		Cooperative
For Profit		Limited Liability Company		Limited Partnership		Partnership having limited liability

Minority Provider (check one)	Yes		No		For definition see below:
<p><i>AoA definition of Minority Provider: A provider of services to clients which meets any one of the following criteria: 1) A not for profit organization with a controlling board comprised of at least 51% of individuals in the racial and ethnic categories listed below. 2) A private business concern that is at least 51% owned by individuals in the racial and ethnic categories listed below 3) A publicly owned business having at least 51% of its stock owned by one or more individuals and having its management and daily business controlled by one or more individuals in the racial and ethnic categories listed below: The applicable racial and ethnic categories include: American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian, or Other Pacific Islander, or Hispanic</i></p>					

Name & title of official authorized to commit to contractual & performance obligations:			
Name:		Title:	

Name & title of official authorized to receive general communications & correspondence:			
Name:		Title:	

Persons to receive inquires, communications, & correspondence by service category:				
Name:		Service		Telephone #

FINAL PREPARATION CHECKLIST - submit with Application; put an “X” enclosed items.

A	Each completed Application packets must contain:
	One APPLICATION & ASSURANCES set, with signatures in BLUE ink
	One copy of <u>current</u> Ohio Workers Compensation certificate;
	One copy of <u>current</u> Liability Insurance certificate; and, evidence of at least one million dollars of commercial liability insurance coverage and
	Insurance coverage for consumer loss due to theft or property damage
	Written procedure describing the step-by-step instructions a consumer may follow to file a claim
	One copy of Declaration Regarding Material Assistance/Non-Assistance to a Terrorist organization (DMA)
	One copy that it 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
	<i>(NOTE: do not submit Assurances pages originally numbered A-12 through A-23; they are for your reference and you acknowledged their presence & you acceptance by signing page A-3)</i>

Authorization to Submit & Acceptance of Terms, Conditions and Assurances

I/we, the undersigned, certify that all information contained in this Application is true to the best of our knowledge.

[] This Application was reviewed and approved by:

(name of governing board or other authorizing body)

during a meeting or conference held on _____ in accordance with:

(cite source & bylaw, policy or rule section #)

-- OR --

[] I/we am/are empowered by bylaw, rule or other operating procedure to submit applications for contracts and performance obligations as specified in:

(cite source & bylaw, policy or rule section #, or date & type of action)

I/we affirm that this organization can and will fulfill the intent, specifications, descriptions and conditions of participation set forth in this Application, if selected as a service provider for 2012-2013 by the Area on Aging, Region 9, Inc. (AAA9).

I/we agree to accept all terms, conditions, assurances (including but not limited to Assurances pages numbered A-12 through A-23 as issued) and AAA9 specifically reserved rights & privileges included in the AAA9 2012-2013 Request for Applications for Title III and Senior Community Service Funds.

I/we acknowledge that further information work plans, documents and contract or program negotiation may be required following Application review by the Area Agency on Aging, Region 9, Inc. (AAA9) and could result in mutually acceptable written modifications to this document.

Organization Name: _____

Authorized Person to Commit to Contractual & Performance Obligations:

Name & Title (print or type): _____

Signature (BLUE ink only): _____ Date: _____

Applicant Director/Program/Staff Representative:

Name & Title (print or type): _____

Signature (BLUE ink only): _____ Date: _____

Assurance of Compliance with the Department of Health, Education and Welfare Regulation Under Title VI of The Civil Rights Act of 1964

(Name of Subgrantee or Secondary Recipient)

(hereinafter called the "Subgrantee") 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, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, 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 Subgrantee receives federal financial assistance from

Ohio Department of Aging and Area Agency on Aging, Region 9, Inc.

(Name of Grantor)

a recipient of federal financial assistance from the Department (hereinafter called "Grantor"); 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 Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the federal financial assistance is extended to it by the Grantor.

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

By _____ Title _____ Dated _____
(Signature of authorized official)

For _____
(Type name of subgrantee organization)

(Type subgrantee mailing address)AoA Form 441 (To be completed by applicant for any grant from the State Agency designated to implement the Older Americans Act.)

Tentative Timelines to Bid

Request due date: December 8, 2011

Review period: December 8, 2011-December 14, 2011

Board of Trustees recommendations: December 15, 2011

Provider contracts in place: January 1, 2012

Description of Services:

http://aging.ohio.gov/resources/publications/173-3-06_5.pdf

(1) "Personal care service" means a service comprised of tasks that help a consumer achieve optimal functioning with ADLs and IADLs. Examples of components of a personal care service are:

- (a) Tasks that are components a homemaker service under rule 173-3-06.4 of the Administrative Code, if the tasks of the homemaker service are specified in the consumer's care plan and are incidental to the care furnished, or are essential to the health and welfare of the consumer, rather than the consumer's family;
- (b) Tasks that assist the consumer with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- (c) Tasks that assisting the consumer with ADLs and IADLs; and,
- (d) Respite services.

<http://aging.ohio.gov/resources/publications/173-3-06.4%20As%20Adopted%202009-02-15.pdf>

"Homemaker service" means a service that provides routine tasks to help a consumer to achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

- (a) Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- (b) Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away); and,
- (c) Routine transportation tasks: Performing an errand outside of the presence of the consumer (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

http://aging.ohio.gov/resources/publications/173-3-06_1.pdf

"Adult day service" ("ADS") means a non-residential, community-based service provided through an individualized care plan to encourage optimal capacity for self-care or maximizes functional abilities by meeting the needs of a consumer who has functional or cognitive impairments.

http://aging.ohio.gov/resources/publications/173-3-06_6.pdf

"Transportation service" means a service that transports a consumer from one place to another through the use of a provider's vehicle and driver. Examples of places to which the service may transport a consumer are a medical office, congregate nutrition program site, grocery store, senior center, or government office.

http://aging.ohio.gov/resources/publications/173-39-02_6.pdf

Emergency response service" ("ERS") means an emergency intervention service comprised of telecommunications equipment ("ERS equipment"), an emergency response center, and a medium for two-way, hands-free communication between the consumer and the emergency response center. Personnel at the emergency response center intervene in an emergency when the center receives an alarm signal from the ERS equipment. ERS does not include:

- (1) Remote monitoring (e.g., granny cam, closed-circuit television); or,
- (2) Equipment such as a boundary alarm, a medication dispenser, a medication reminder, or any other equipment or home medical equipment, regardless of whether the equipment is connected to ERS equipment.

Program Guidelines

The Area Agency on Aging Region 9 (AAA9) Care Coordination Program is designed to provide a choice for frail adults who need long term care on a limited basis, but who are not eligible for PASSPORT services. Consumers are identified through a referral and screening process through assessment and services are authorized by an AAA9 Care Manager. Services are monitored and adjusted as necessary based upon client choice and funding availability.

The AAA9 purchases services as directed by consumers from a pool of competing providers with the choice of provider made by the consumer and/or caregiver/authorized representative. The funding for Care Coordination is paid through formal agreements with existing community service providers, but allows for new providers to be recommended by the client throughout the fiscal year. Due to limited funding, priority will be given to individuals through the AAA9's care management services.

The Area Agency on Aging Region 9, Inc. uses a unit cost reimbursement structure to purchase services from service providers. This application process establishes a fixed unit cost reimbursement rate for each unit of service delivered. Monthly reimbursement received by providers is based on the number of units of service authorized and provided during the month as submitted based upon the service agreement provided by the AAA9 to the provider at time of service authorization.

Target Population

The Area Agency on Aging Region 9, Inc. will determine client's eligibility for services and the appropriate funding source. General guidelines are:

All AAA9 funding is provided regardless of race, color, religion, sex, national origin, or income for individuals 60 and over. Purchases are for services only in cases which are not Medicare, Medicaid, Medicaid Waivers, or third party payment reimbursable.

Provider Selection:

Service Delivery: Providers will deliver services at levels specified by the approved service agreement.

Clients Right to Choose Service Provider – All clients will be notified through the AAA9 funding assessment and referral process that they can choose between service providers when there is more than one service provider in existence.

When it is known that there is more than one service provider, the Assessor or Care Manager will notify the consumer of known existing service providers who are members of the AAA9 funding provider pool and ask the client for the client's preference in who the service provider will be. If the consumer and or their representative identify service providers who are not members of the AAA9 funding provider pool, the AAA9 Care Manager or Quality Improvement Division will assist the consumer in making the referral to those service providers and alternate funding sources.

Quality Services: Quality Service includes performance, client outcomes and accountability as monitored by the AAA9 funding program.

Accessibility: Considerations for choosing a provider include the geography area of service and ease of service delivery.

Cost: *Selection is competitive and the AAA9's focus is on cost effectiveness, client choice, and service plan.*

Itemization of Elements of the Bid Price:

Unit prices for all purchase-of-service bids are expected to include all costs of providing the service; the bidder is offering to provide the proposed number of units of service at the proposed unit rate with no expectation of further financial support from AAA9. Example: For record-keeping, reporting & billing purposes, a unit for service may be an hour, but the **unit cost** should include an expected average for all expenses incurred in providing that hour of service. As an example, personal care services have a fifteen minute unit of service; that rate must include any ancillary costs, such copying, filing fees, etc.

Procurement of Equipment:

There is no direct allowance under purchase-of-service contracting for procurement of equipment. Payment at the negotiated unit rate includes the cost of any equipment. AAA9 reserves the right and privilege to possibly make supplemental awards during the course of a contract Agreement period for procurement of equipment under a separate allowable cost arrangement, subject to State and federal regulations and availability of funding.

Application review criteria:

The five primary considerations for selecting Providers for 2012-2013 will be:

- (1) complete, accurate & timely submittal of the application;
- (2) AAA9 priority service categories (1) transportation, (2) personal care assistance, (3) homemaking, and (4) adult day care services];
 - i. Emergency Response Services are allowable but not considered priority service
- (3) indicators of quality, contract compliance and capacity, such as past performance and Budget Narrative responses;
- (4) clientele to be served (higher percentages of age 75+, female, minority and low-income will increase the score);
- (5) Unit rate for a service

Debarment:

The AAA shall not enter into a provider agreement with any provider that is listed on the non-procurement portion of the General Services Administrations "Excluded Parties List System" (EPLS).

Applicant Organization Name:	
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Please complete the following tables by placing unit rates for the appropriate service for each county. The following instructions apply:

- Rates for Personal Care and Homemaking in 15 minute increments
- ERS installation is not eligible for reimbursement
- Transportation requests can only be submitted by ADS providers
- Proposed rates cannot be less than rates contracted for PASSPORT

√ Service	Services Available	Unit rate
	Personal Care/Respite (1 unit = 15 min)	
	Homemaking/Respite (1 unit = 15 min)	
Adult Day Service :		
	Basic 4 hours or less (1/2 unit)	
	Basic 4 hours to 8 hours (1 unit)	
	Enhanced 4 hours or less (1/2 unit)	
	Enhanced 4 hours to 8 hours (1 unit)	
	Intensive 4 hours or less (1/2 unit)	
	Intensive 4 hours to 8 hours (1 unit)	
	Extended unit (over 8 hours) (15 min unit)	
	Transportation (available through ADS only)	
Emergency Response System		
	ERS 16 days or more	
	ERS 15 days or less	
	Second pendant	

√ County to be served	
	All 9 counties
	Belmont
	Carroll
	Coshocton
	Guernsey
	Harrison
	Holmes
	Jefferson
	Muskingum
	Tuscarawas

Narratives

1	(OAC 173-3-05 B (6)(a). Provide a detailed description of the services to be provided and the method of delivery (you may refer in your response to the service specifications and reference any enhancements above those specifications):
2	(OAC (B)(6)(b)How your total bid price reflects the itemized unit costs
3	OAC 173-3-05)(6)f Describe how you intend to comply with 45 U.S.C 3026 (a)(4)(A)(ii), which in relation to low-income minority individuals, older persons with limited English proficiency, and older persons residing in rural areas in the area the applicant intends to serve:
	(a)How your agency intends to satisfy those persons service needs:
	(b)Provide services to those persons; and
	(c) Meet the AAA's objectives for providing services to those persons.

2012-2013 AAA9 TITLE III & SENIOR COMMUNITY SERVICES ASSURANCES

By submitting an Application with a signed page A-3, the Applicant is agreeing to all of the following assurances; DO NOT attach pages A-12 through A-23 to the Application Packet.

The following Conditions of Participation will apply to all Title III and State Block Grant contract Agreement issued for 2012 and any resulting renewals for 2013:

1. The AAA9 yields no rights or privileges in soliciting, selecting or operating contract Agreements or Providers. The AAA9 specifically reserves the following rights and privileges:
 - a) to accept, reject or negotiate modifications of any Application, or Budget Narrative submitted;
 - b) to require additional information regarding the organization or proposed service delivery;
 - c) to further negotiate unit production and unit cost/reimbursement rates with any sole applicant or successful bidder;
 - d) to require further detailed work plans and documents for the implementation of the service after the award of any contract Agreement;
 - e) to require further past performance data and references from applicants not previously or currently under AAA9 contract Agreement for the same service and funding source;
 - f) to cancel contract Agreements in the event that satisfactory work plans are not presented to the AAA9 executive director's satisfaction;
 - g) to cancel contract Agreements if performance goals are not being reasonably attained in the course of the contract Agreement
 - h) to incorporate other specific reservations into the assurances section of the Application format and into contract Agreement documents, with written approval or acceptance by the Applicant and the AAA9;
 - i) to terminate or modify any resulting contract Agreements (including but not limited to proportionate reduction in funding availability, immediate reversion from fund advance to cost reimbursement or other remedies deemed appropriate by the AAA9 executive director) based on failure to meet:
 - i. these Conditions of Participation or any additional written conditions of a resulting contract agreement;
 - ii. the descriptions set forth in this Application and/or Budget Narrative;
 - iii. requirements of the Older Americans Act or the Ohio Department of Aging; or,
 - iv. any other circumstance that impairs or prevents the performance of services
 - j) to increase or decrease the amount of funds available to any Provider on 30 days notice, subject to the increase or decrease of funds allocated to AAA9, availability of funds, negotiation at the discretion of AAA9 and issuance of a contract Agreement amendment satisfactory to the AAA9, if warranted;

- k) to require operations, contract Agreement, unit rate payment levels and/or Narrative revisions subsequent to the modification of fund availability, over- or under-production of units or funds program guidelines for services during the contract Agreement period;
 - l) AAA9 is responsible to maintain client waiting lists for selected services and/or Providers;
 - m) to require cooperation of Providers in good faith negotiation for serving hard-to-serve or unserved clients outside their original contracted zone of service on a case-by-case basis , subject to AAA9 approval;
 - n) to accept, reject or negotiate modifications of any Application to serve sub-county zones and to adjust funding availability to a level comparable to the population characteristics of any proposed sub-county zone; and,
 - o) to conduct scheduled or unannounced visits to sites of administration or activity under any resulting contract Agreement for services for the purposes of monitoring contract Agreement compliance, verification of performance or participation in service- or client-related decision-making, such as board of trustee meetings.
2. Applicant assures that equal employment opportunities will exist and that no discrimination on the basis of race, color, religion, sex, age, handicap or national origin will result (ODA 407.0,C.1.f);
 3. Any changes in the information provided in this Application or any resulting contract Agreement will be provided in writing to the AAA9 within 10 days of occurrence and be subject to negotiation regarding the award or continuation of any contract Agreement. This includes but is not limited to: methods and availability of service delivery; major changes in personnel assigned to the administration of the organization or service; and, significant upward or downward changes in: ability to produce billable units;
 4. Applicant agrees to devote special efforts to providing service to older persons age 60+ who are in greatest social and/or economic need, including client recruitment (outreach) efforts and refining service delivery techniques to be more acceptable to such persons; indicators of performance will include documented participation on reports to AAA9 indicating levels of participation by low income, by minority, by low-income minority, by age 75+, by older rural residents, and by handicapped older persons. To demonstrate compliance with State and federal requirements, Application goals for each service demonstrate anticipated client population with at least the characteristics of low income, minority, low-income minority and older persons living in rural areas existing in the county (or zone) for the general age 60+ population in that same service area (45 CFR 1321, OAA 306 (a) 4.A.i, ODA 407.0 B.5 and C.1i & j, et al)
 5. No fees may be charged to a participant in any portion of a service during a contract Agreement period supported with Older Americans Act funds, unless otherwise authorized by AAA9 and the ODA;
 6. No sub-contracting will be allowed for the direct provision of any service to any client without the advance written approval of the AAA9 and the ODA. (ODA 209.00 and 407.0, et al).
 7. Each Provider will maintain all necessary financial and service performance records and information in order to complete monthly and quarterly reports as required by the AAA9 and

Ohio Department of Aging; all financial and service performance records will be subject to periodic AAA9 review to verify accuracy of units reported for billing and payment through the AAA9;

- 8.** Due to federal & State reporting requirements, all AAA9 financial and service performance reports are due within 10 days following the close of the calendar quarter. Late reports may result in loss of timely payment and progressive administrative discipline, including contract Agreement termination (45 CFR 1321, et al).
- 9.** Each Provider will provide for sufficient staff, training, equipment, facilities, policies and procedures to assure service performance throughout the entire service zone for the full period of the contract Agreement,
- 10.** Each Provider will assure availability & provision of service by the Provider during normal service or operations hours; occasions requiring unexpected delay, reduction or failure in the delivery of services, such as weather emergency or short-term staff shortage, require immediate telephone communication with AAA9 Care Manager and anticipated duration of service interruption; any anticipated delay, reduction or failure in the delivery of services requires advance telephone consultation with AAA9 Care Manager, explaining cause & anticipated duration of service interruption prior to taking action.
- 11.** Each Provider will accept and implement the Ohio Department of Aging service standards and quality assurance processes over the course of any resulting contract Agreement with AAA9 monitoring, guidance and technical assistance; in addition, each Provider will cooperate with AAA9 for the federal National Aging Program Information System (NAPIS), SAMS and OASIS reporting systems for service data.
- 12.** Each Application, as negotiated and revised prior to contract Agreement issuance, will become an operational part of any resulting AAA9 service contract Agreement.
- 13.** Those organizations receiving \$500,000 or more in total from all federal assistance sources for all purposes are required to meet the audit provisions of the federal OMB Circular A-133.
- 14.** Each Provider accepts that all AAA9 payments will be distributed on a reimbursement basis.
- 15.** Each Provider will assure that procedures will be utilized to ensure that information about or obtained from a person receiving service under any resulting contract Agreement will not be disclosed in a form that identifies the person without the informed consent of the person or their legal representative; unless disclosure is required by court order or for program monitoring by authorized federal, state or AAA9 monitoring activities (45 CFR 1321, et al); such assurance includes compliance with federal HIPAA requirements.
- 16.** Each Provider will assure full conformance with all applicable federal, state and local fire, health, safety, sanitation and other standards prescribed by law or regulation, including licensure as required by law and rights of transfer of equipment having a unit acquisition cost of \$1,000 or more per 45 CFR 74, Subpart O. (45 CFR 1321.5.b., et al).
- 17.** Each Provider will assure that all services funded by AAA9 are coordinated with other appropriate services in the community and that the services under any resulting contract Agreement do not constitute an unnecessary duplication of services provided by other sources. (45 CFR 1321, et al).
- 18.** The Applicant agrees to send appropriate representatives to regular and special meetings called by the AAA9 regarding contracted services and understands that the AAA9 assumes no responsibility to communicate information disseminated at such meetings in any other manner.

- 19.** The Applicant agrees to cooperate with AAA9 client development activities for Care Coordination, Alzheimer's Respite Care Coordination, Title III-E Caregiver Support program and PASSPORT, including referrals to the AAA9, inter-agency reviews of Applicant client lists with AAA9 representatives for identifying potential case-managed care clients, potential caregiver support clients and Applicant assistance in contacting potential clients to seek arranging for assessment or consultation visits by AAA9 representatives.
- 20.** The AAA9 is responsible for maintaining a "waiting list" in event of service demand exceeding supply and to address in Applicant policy the methods that will be used to determine priorities for service provision under such a condition.

21. Budget

- a) Any overall budget changes that become necessary during the course of the Agreement that will reduce the quantity of service to be provided must be reported to the AAA9 within ten (10) working days
- b) The AAA9 reserves the sole and exclusive right to determine if any changes will be allowed to the contract Agreement unit rate(s) affected by any Provider budget changes. Each Provider accepts that negotiated unit rates for services provided under a AAA9 contract Agreement are fixed for the duration of the contract Agreement. Adjustments to unit rates may only be made at AAA9 option. Any other circumstance, including but not limited to unexplainable shortfalls or overages in unit production, increased costs or the loss of staff availability will generally be considered a management responsibility of the Provider and insufficient grounds for upward unit rate adjustment.
- c) The AAA9 reserves the right to reduce the amount of funding available and may redistribute such available AAA9 funds for any allowable purpose to any other AAA9 service provider, program or purpose at the direction of the AAA9 executive director, including but not limited to instances of under-production of units in mid-year, as further described elsewhere in this Agreement.
- d) The Applicant agrees to exercise appropriate management control of the budget, assume all responsibility for meeting financial obligations and specifically indemnify the AAA9 and the ODA against any and all financial or other claims incurred in the delivery of contracted services under the Agreement.

22. Earning and Disbursing Funds

- a) The Applicant understands that earning of Title III, State and other AAA9 funds under the Agreement is performance-based
- b) AAA9 funds are earned by the Provider upon satisfaction of all of the following conditions:
 - i. Upon providing verifiable and billable units of service to persons age 60 years or older or as otherwise qualified by federal, State or grant conditions and rules, in accordance with Exhibit(s), narratives and all other requirements of the Agreement; and,
 - ii. Upon timely submission of such reports documenting the provision of such service and the expenditure and/or earning of AAA9 and other funds as required by the AAA9; and,
 - iii. Upon timely submission of such reports as required by the AAA9 and ODA for reporting specific data

- iv. Upon there being no cause for recovery by the AAA9 of funds paid previously for services that do not meet the requirements of the Agreement, the AAA9 or the ODA, including but not limited to financial audit findings, unit audit findings or failure to meet service specifications or other requirements of the Agreement;
 - v. Upon the Provider being in compliance with all of its duties and obligations under the Agreement, including but not limited to AAA9 contract Agreement monitoring activities, Conditions of Participation, service specifications, contract Agreement assurances and conditions, Application assurances and conditions, and service delivery expectations.
- c) Subject solely to AAA9 discretion, AAA9 funds will be paid to the Provider monthly either on a reimbursement basis, subject to the availability of such funds to the AAA9, the AAA9 cash position and such other circumstances as the AAA9 executive director determines prudent, allowable and appropriate.
 - d) The AAA9 reserves the right and privilege to make grant payments of allowable grant costs, including purchase-of-service unit rates, from multiple allowable sources without advance notice to the Provider when in the best interest of funding utilization, pursuant to AAA9 Board of Trustees action on July 26, 2001, up to the combined total of all allocated AAA9 funding resources (ie, exchange of State Block Grant funds for Title III funds, up to the combined total committed to the contract Agreement).
 - e) The AAA9 reserves the right to change the source of funds retroactively without prior notice to the Provider when in the best interests of the AAA9 and the community, with subsequent notice to the Provider of such changes as appropriate for auditing purposes.
 - f) The AAA9 reserves the right to amend the Agreement by written letter from the AAA9 executive director to the Provider for the purpose of maximizing utilization of available resources by increasing the amount of funds available for any service with the expectation of increased units of service output or acquisition of appropriate and allowable materials, supplies or devices to benefit the service in the opinion of the AAA9, subject to prior verbal notice to and written acceptance by the Provider, when in the best interests of the AAA9, the community and time constraints.
 - g) If necessary, periodic adjustments may be made by the AAA9 in amounts and at intervals to be determined by the AAA9 in its sole discretion in order to reconcile the difference between the disbursement of AAA9 funds to the Provider and the earning of such AAA9 funds by the Provider.
 - h) The AAA9 will closely review all earnings under the Agreement throughout the contract Agreement period. The AAA9 reserves the right, in its sole discretion, to reduce the amount of funds available and number of units reimbursable under the Agreement with prior consultation with the Provider and with ten (10) working days notice by written letter from the AAA9 executive director to the Provider if there are under-earnings that may lead to the AAA9 losing access to those funds through expiration at the end of the contract Agreement period. In that event, the AAA9 may redistribute these AAA9 funds for any allowable

purpose to any other AAA9 service provider, program or purpose at the direction of the AAA9 executive director.

- i) Applicant agrees to promptly remit to the AAA9 any and all AAA9 funds determined by fiscal audit, unit audit or program review as not earned, whether by under-performance or by violation of any requirements of the Agreement, within ten (10) working days of the issuance of a written demand by the AAA9 executive director. Failure to comply with this section may result in sanctions upon the Provider, including but not limited to suspension of further reimbursements until remittance is received or cancellation of the Agreement as described elsewhere in this Agreement.

23. Record-keeping, Confidentiality and Record Retention

- a) The Applicant agrees to maintain such accounting records and documents that will permit expeditious determination at any time of the status of funds within the Agreement, including the disposition of all monies received and the nature and amount of all charges to be claimed against such funds.
- b) The Applicant further agrees to maintain a system of records that clearly tracks the generation of verifiable and billable units of service from the point of service delivery to the point of request for payment, and agrees to cooperate with unit audits of this system by representatives of the AAA9.
- c) Except as otherwise provided in the Agreement, the Applicant agrees to assure client confidentiality, including using policy, process, handling and storage systems that allow no client-specific information obtained from an individual in conjunction with the service(s) funded by the Agreement to be disclosed, made available or be observable to any party without the informed written consent of the individual and/or the due processes of law. The Applicant further agrees to remain compliant with all relevant federal HIPAA privacy & security requirements.
- d) Except as otherwise provided by State or federal law, rule or regulation, all records and documents relating to the Agreement shall be retained by the AAA9 and the Provider for at least three (3) years from the date of termination of the Agreement.
- e) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the required three year retention 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 year period, whichever is later.
- f) Client and fiscal records must be made available for audit or inspection upon request by the AAA9, the Ohio Department of Aging and/or the federal Administration on Aging or their duly-designated agents.

24. Financial and Service Performance Reporting and Auditing

- a) The Applicant agrees to submit all required financial and service performance reports specified by the AAA9 in normal reporting schedules; failure to meet those schedules may result in penalties including, but not limited to, being changed from any advance to reimbursement payments, return of unearned funds, contract Agreement suspension or cancellation or termination.

- b) The Applicant shall submit required OMB A-133 audit reports, *if applicable*. In general, all providers – as a total organization - that receive or expend \$500,000 or more in a year in Federal funds from any and all federal sources are subject to the audit provisions of federal OMB Circular A-133. If the Provider is required to complete an A-133 audit by another funding source, a copy of said audit shall be submitted to the AAA9 within thirty (30) calendar days of final issuance and no later than 180 calendar days from the end of the Provider's fiscal year. The audit receipt deadline can only be extended with the prior approval of the AAA9. A copy of the audit report is to be sent to the AAA9, Attention: Administrative Services Director.
- c) Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider, with such appropriate timeliness to be determined by the AAA9 executive director and subject to immediate termination of any resulting contract Agreement for failure to cure such material finding in that period.
- d) The Applicant accepts that periodically the AAA9 may hire or employ an auditor to review the Provider's financial and service performance records pertaining to AAA9 funds and contracted services in order to verify audited statements, identify any irregularities in accounting or grantsmanship that may affect the AAA9 funds, gauge Provider soundness to meet the terms of the Agreement and assure the proper delivery and record-keeping for the services billed to AAA9 funds. The Provider further agrees to cooperate fully with any such reviews initiated by the AAA9.
- e) The Applicant agrees to comply with any monetary findings and/or programmatic and accounting recommendations made either through monitoring activities or audits.
- f) Any Provider that does not meet the requirements of this section will be subject to the following at the discretion of the AAA9 executive director:
 - i. For the current contract Agreement period, suspension of any subsequent reimbursement payments until receipt of audit report(s) or plan of correction acceptable to the AAA9; and/or,
 - ii. For the next contract Agreement period, denial of contracting, contract Agreement suspension or all payments being withheld until receipt of audit report or plan of correction acceptable to the AAA9; and/or,
 - iii. For conditions endangering AAA9 credibility, AAA9 funds or clients supported with AAA9 funds, immediate contract Agreement cancellation or termination.

25. Subcontracts

- a) The Applicant agrees to submit to the AAA9 copies of any proposed sub-contract to be entered into for or during the term of the Agreement for delivery of services under the Agreement. Such sub-contracts will be subject to full disclosure and the advance written approval of the AAA9 and the ODA. Advance discussion between the AAA9 and the Provider regarding potential sub-contracting is highly recommended.

26. Equipment

- a) The Applicant agrees that any equipment purchased under an allowable cost contract Agreement, or a purchase-of-service contract Agreement allowable cost amendment, supplement or addendum with the AAA9, where federal funds are used to pay a portion of the cost thereof, shall comply with Federal Regulations, Title 45, Part 74, Subpart O, relative to title, acquisition and disposition of property and the rules under federal Office of Budget & Management (OMB) Circulars A-102 and A-122 et al. The rules of Federal Financial Participation (FFP) may require recovery of some portion of the value of such equipment by the AAA9 if the Provider disposes of equipment before the end of its federally-recognized "useful life", such as in *Estimated Useful Lives of Hospital Assets* published by the American Hospital Association.

27. Control Policies

- a) The Applicant understands that it will be monitored periodically by a representative(s) from the AAA9 and/or the Ohio Department of Aging and/or the federal or State government. The monitoring will determine whether the Provider's activities and obligations are being carried out as specified by the Agreement and by other related State and federal laws, rules and regulations. Monitoring activities may include, but are not limited to, on-site observation, interviews of staff, review of the related Provider accounts, documents and records, unit of service delivery or production verification or auditing and the utilization of special tests, assessment devices and rating scales. The AAA9 reserves the right to make final determination of the monitoring methods and activities to be used by the AAA9 and the information to be reviewed and collected.
- b) The AAA9 shall at all times, with or without advance notice, have the right to visit, inspect and observe activities, sites, products and procedures of the Provider for the purpose of determining compliance with the Agreement's terms, Conditions of Participation, Service Specifications and all applicable laws and regulations of any kind. The AAA9 shall at any reasonable time have the right to access and audit any and all books, documents, plans and records, financial or otherwise, pertinent to the delivery of or billing for contracted services and provisions of the Agreement.
- c) Adequate measures will be taken by the AAA9 to ensure 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. The release shall permit authorized AAA9, Ohio Department of Aging or other State or federal representatives to examine said personal information for evaluation and monitoring purposes. The Applicant agrees to employ methods and processes compliant with federal HIPAA requirements.
- d) The AAA9 specifically reserves the privilege to attend meetings of the Provider Board or other governing body and to have direct communication with appropriate governing body officers and members regarding performance under the Agreement.

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

- a) The Applicant shall conform to the requirements of all applicable federal, State and local laws, rules, regulations and established guidelines, which are incorporated by reference herein, including, but not limited to:
 - i. Older Americans Act of 1965, as amended;
 - ii. Civil Rights Act of 1964, as amended;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
 - iv. Age Discrimination Act of 1975, as amended;
 - v. Federal Labor Standards Act of 1938, as amended;
 - vi. Age Discrimination in Employment Act of 1967, as amended;
 - vii. Americans with Disabilities Act of 1990;
 - viii. Drug Free Work Place Act of 1988;
 - ix. Health Insurance Portability Assurance Act of 1996 (HIPAA);
 - x. Ohio Administrative Code 173:3:1-13 (Criminal Background Checks);and,
 - xi. State and local health, fire, safety, zoning, licensing and sanitation codes, rules or regulations.
- b) The Applicant shall submit copies of all related current licenses to the AAA9 before performing services under the Agreement and within ten (10) working days of receiving renewal of any related license during the course of the Agreement.
- c) The Applicant shall require any subcontractors to conform to the foregoing requirements in all subcontracts for work under the Agreement.

29. Specific Affirmative Action, Equal Employment Opportunities, Section 504 Handicapped Accessibility Requirements, and Americans with Disabilities Act Requirements

- a) The following posters and notices will be prominently displayed at Provider's main office:
 - i. EEO policy statement
 - ii. EEO posters
 - iii. Job vacancies
 - iv. Training sessions available
 - v. Discrimination complaint procedures
- b) The Applicant shall furnish the AAA9 with the latest annual update of its Affirmative Action Plan within 90 days after signing the Agreement.
- c) The Applicant shall furnish the AAA9 with the latest Section 504 Accessibility survey within 90 days after signing the Agreement.
- d) The Applicant shall be compliant with all related requirements of the Americans with Disabilities Act (ADA).

30. Insurance

- a) To help protect the commitments being made under the Agreement, the Applicant shall secure and maintain at least the following minimum amounts of insurance:
 - i. Commercial liability insurance of at least one million dollars of coverage and insurance coverage for consumer loss due to theft or property damage

- ii. Written procedures describing the step-by-step instructions a consumer may follow to file a claim
 - iii. 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 an automobile, then Non-Owned & Hired Automobile Liability Insurance must be purchased under the General Liability Policy.
 - iv. Workers Compensation Insurance.
 - v. Unemployment Compensation.
 - vi. Employee bond coverage, appropriate to the type of duties & service(s) provided.
- b) The insurance required under the 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 any subcontractors. Responsibility for assuring such insurance coverage is the sole responsibility of the Provider.**
- c) The Applicant shall have at least the insurance described above in full force and effect prior to and during the entire course of the provision of services under the Agreement. Insurance meeting the requirements of this section shall be maintained throughout the term of the Agreement, whether or not AAA9 funds have been advanced, fully earned or otherwise exhausted.
- d) Liability insurance required under the Agreement (except medical professional liability) shall name the AAA9 and the ODA as an additional insured and shall contain a provision that requires at least a 30-day written notice to the AAA9 prior to any cancellation or termination. Applicant shall deposit a Certificate of Insurance and a certificate evidencing Workers' Compensation coverage with the AAA9 prior to the provision of services under the Agreement. If renewal of such insurance occurs during the term of the Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the AAA9 within ten (10) working days of said renewal.

31. Indemnification

- a) The Applicant shall defend, indemnify and hold the AAA9 and the Ohio Department of Aging, its employees, agents, directors and officers harmless from any and all claims, demands, damages, suits, judgments, liabilities, awards, costs, and expenses (including, but not limited to, attorneys' fees), or other consequences from any cause whatsoever, and all costs in connection therewith, arising from, resulting from, relating to or attributable to the performance or nonperformance of the obligations under any Agreement by the Provider, its employees, agents, subcontractors and/or volunteers, acting alone or with others, excepting only those matters or occurrences caused solely by the negligence of the AAA9 or the Ohio Department of Aging, its employees or authorized agents unless prohibited by statute. (ODA 407.0, C.1.h)

32. Modification

This Application and any resulting contract Agreement may be modified only by a written document signed by authorized representatives of both parties, including the AAA9 executive director, except as otherwise provided in the Agreement.

33. Breach

- a) Except as otherwise provided in any resulting Agreement, if, in the opinion of the AAA9, the Provider has materially failed to meet or comply with any of the terms of the Agreement, including but not limited to:
 - i. terms contained in the Agreement, Exhibit(s) A or other related documents, or
 - ii. terms requiring the Provider to provide the AAA9 with documents, records, reports or certificates, or
 - iii. correcting audit findings from audits done either pursuant to or affecting performance under the Agreement or prior Agreements between the parties, or
 - iv. complying with quality assurance standards in providing services hereunder, including but not limited to access to records or observation of service delivery, or
 - v. providing the expected quantity of service or quantity of other funds listed on Exhibit(s) A; then,
- b) The AAA9 shall deliver to the Provider 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 produced a plan of correction satisfactory to the AAA9 executive director, at the AAA9's sole discretion, within ten (10) working days of receipt by the Provider of the written notice thereof, the AAA9, at its sole option, and notwithstanding anything herein to the contrary, may impose any or all of the following sanctions:
 - i. suspension or withholding of further payment of funds to the Provider; and/or
 - ii. immediate termination of the agreement.

34. Assignability

- a) The AAA9 and the Provider each bind themselves, their successors and assigns to any resulting Agreement.
- b) Neither the AAA9 nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under any resulting Agreement without prior written consent of the other party.
- c) Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the AAA9 or the Provider.

35. Public Recognition of Program Availability and AAA9 Support

Applicant agrees to provide their own and assist the AAA9 with necessary program outreach, public relations and community relations activities to achieve recognition of service & program availability. As part of that effort in any resulting contract Agreement, the Provider will give public recognition of AAA9 support by referencing the AAA9 in all Provider publicity and facilities, wherever prudent and appropriate (such as brochures, reports, news releases, property, vehicles, nutrition sites and senior centers). For printed literature (such as stationary,

newsletters, annual reports, brochures, flyers, posters, etc.) either the ODA and AAA9 logos or the following or similar statement shall be included wherever prudent and appropriate:

“Funded in part by the Older Americans Act (and/or Ohio Senior Community Services Block Grant)

through the Area Agency on Aging Region 9, Inc.
and the Ohio Department of Aging”

36. The applicant affirms that the applicant and any of its subcontractors shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

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END OF "APPLICATION & ASSURANCES SET"

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ASSISTANCE & DEADLINE INFORMATION

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**All applications are due by 4:30 p.m., Thursday
December 8, 2011 at the Area Agency on Aging Region 9,
Inc.,**

**Attn: Diane Phillips, Quality & Planning Director,
60788 Southgate Rd.,
Byesville, OH 43723,
(740) 435-4913**

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**FOR ASSISTANCE IN PREPARING YOUR APPLICATIONS,
CONTACT:**

Diane Phillips, Quality & Planning Division Director

AAA9, 60788 Southgate Rd., Byesville, OH 43723

(740) 435-4913,

(740) 439-3592 fax

dphillips@aaa9.org

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