



Council on Aging of Southwestern Ohio | *Answers on Aging*

**REQUEST FOR PROPOSAL (RFP)**

**RFP: 002-19**

**TITLE III OF THE OLDER AMERICANS ACT,  
NUTRITION SERVICES INCENTIVE PROGRAM,  
SENIOR COMMUNITY SERVICES STATE SUBSIDY,  
ALZHEIMER'S RESPITE**

**Council on Aging of Southwestern Ohio  
175 Tri County Parkway  
Cincinnati, Ohio 45246**

**Proposal Due Date: April 29, 2019**

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## Section One: GENERAL INFORMATION

### Bid Overview

Council on Aging of Southwestern Ohio (“COA”) is seeking competitive proposals from qualified for profit and not-for profit organizations and public agencies, interested in contracting with COA to provide services funded by Title III of the Older Americans Act, Nutrition Services Incentive Program (“NSIP”), Senior Community Services State Subsidy, and Alzheimer’s Respite to eligible persons. Title III funded services are generally available only to individuals 60 years of age and older, unless otherwise specified in the Older Americans Act (OAA), or state policy. Exemptions to the age policy exist with Alzheimer Respite funding, and Title III E (a.k.a. National Family Caregiver Support Program).

The contract period is October 1, 2019 through September 30, 2022.

The goal of this RFP is to attract the highest quality providers for the lowest cost who can meet the requirements and demand for services in each county in the AAA-1 Service area which includes Butler, Clermont, Clinton, Hamilton and Warren Counties.

All Bidders must meet the Service Specifications, and all terms and conditions within this document, including appendices and attachments, if selected to receive a Contract. Please read this document in its entirety.

### Important Dates

Request For Proposal Number	Proposal Name
<b>RFP: 002-19</b>	<b>Title III of the Older Americans Act, NSIP, Senior Community State Subsidy, and Alzheimer’s Respite</b>
Important Dates	
<b>Mandatory Bidders Meeting</b>	<b>April 3, 2019</b> <b>1:00 pm – 3:00 pm</b> <b>Springdale Community Center</b> <b>11999 Lawnview Ave.</b> <b>Springdale, OH 45246</b>
<b>Last Day to Submit Questions</b>	<b>April 10, 2019</b>
<b>Last Day for COA to Answer Questions Submitted</b>	<b>April 17, 2019</b>
<b>Proposal Due Date</b>	<b>Monday, April 29, 2019 @ 12pm EST</b>
<b>Estimated Award Date</b>	<b>September 2, 2019</b>
<b>Contract Start Date</b>	<b>October 1, 2019</b>

All questions regarding the RFP must be put in writing and submitted to:

**provider\_services@help4seniors.org**

Submitted questions must reference: **RFP: 002-19 Title III Program**

Only questions submitted in writing to this e-mail address will receive a response. All questions must be submitted no later than April 10, 2019. Responses to questions submitted will be posted on COA’s website at <https://www.help4seniors.org/Service-Providers/Elderly-Service-Program/ESP-Request-Proposals.aspx> no later than April 17, 2019.

## **Mandatory Meeting**

COA will conduct a **mandatory** bidders meeting to review the RFP and answer questions from prospective applicants. **All entities intending to submit a proposal are required to send at least one representative to this mandatory bidders meeting.** We recommend a member of the prospective applicant's administrative staff and the person who will be preparing the proposal attend this meeting. COA may not consider any proposal submitted by any applicant who did not attend the bidders meeting.

All entities considering submitting a proposal must register at the bidders meeting and provide the name of the proposing entity and the name of a contact person, e-mail address, phone number, and business address. All correspondence from COA relating to this RFP will be addressed to the named contact person.

## **Proposal Delivery**

Each submission must include **one (1) signed original, five (5) copies, and one (1) flash drive** containing an electronic version (\*.doc or \*.pdf) of the original proposal document with all responses and forms scanned as a single document. For confidentiality purposes, on the electronic version, financial information can be marked "proprietary" or "confidential," scanned, and included as a separate file. **All bids must be received no later than NOON Eastern Standard Time on Monday, April 29, 2019.** Bids may be submitted by hand, via delivery service, or via United States mail. The bidder is responsible for ensuring the bid arrives at COA's office prior to the submission deadline. Bids must be sent to:

Council on Aging of Southwestern Ohio  
Attention: Randy Quisenberry  
175 Tri County Parkway  
Cincinnati, Ohio 45246

**No late Bids will be accepted.** COA is not responsible for and will not open or consider Bids arriving after the deadline because of missed delivery, improper address, insufficient postage, accident or any other cause. COA's building is open from 8:00 A.M. to 4:30 P.M., Monday through Friday.

## **Integrity of the Procurement Process**

During the procurement process, bidders interested in responding to the solicitation may submit questions via email only to the Provider Services team regarding procedural matters related to the RFP, or requests for clarification or modification of this solicitation, no later than the due date and time as set forth in the RFP. Questions or requests submitted after the due date and time will not be answered.

Prospective service providers shall not contact any Council on Aging personnel (with the exception of the Provider Services team), board or advisory council members, or program funders, including elected officials, for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any Notice of Intent to Award a contract. Unauthorized contact with any Council on Aging personnel, board or advisory council members, or its funders, including elected officials, may be cause for rejection of the vendor's proposal.

## **Agency and Program Background**

COA was established in 1970 and was incorporated as a nonprofit agency in December 1971. In 1974, COA was designated by the Ohio Commission of Aging, now the Ohio Department of Aging (ODA), as the Area Agency on Aging

(AAA) for Butler, Clermont, Clinton, Hamilton and Warren counties. These five counties comprise Planning and Service Area Number 1 (PSA-1) in the State of Ohio.

COA receives Title III funds through the Older Americans Act of 1965, as amended (42 U.S.C.A. § 3001 et seq.) and State of Ohio Senior Community Services State Subsidy Funds (state block) to advocate for older adults and help them remain in their own homes and communities. The allocation of such funds to Area Agencies on Aging is based upon the population, and needs of persons 60 years of age and over in each Planning and Service Area.

COA, providing service to older adults for more than 40 years, is Southwestern Ohio's AAA. Our mission: Enhance lives by assisting people to remain independent through a range of quality services. These include advocacy, caregiver support, counseling, health promotion, home and community-based services, legal assistance, nutrition, senior centers, and transportation.

ODA is a unit of State government designated as the focal point on issues concerning older persons. This designation is required by the Older Americans Act. ODA performs a wide variety of functions intended to provide opportunities to help older persons remain independent in their own homes and communities. These functions range from overall administration of the network of Area Agencies on Aging, to services and systems development which strengthen the statewide program. ODA administers the PASSPORT and Assisted Living Medicaid Waiver programs, which is designed to divert Medicaid eligible nursing home residents to cost effective community care options.

## **Section Two: SERVICE PRIORITIZATION, FUNDING, AND SERVICES**

### **Service Prioritization**

COA, with limited funding available, will award contracts for services first based on those that are mandated by the Older Americans Act (OAA) and then by priority by funding source in order to best meet the needs of seniors residing in our five county service area. COA's prioritization is geared toward serving those with the greatest economic and/or social need and providing services that are most closely aligned with COA's Mission and Strategic Plan. Although some services are OAA mandated services, there may be restrictions and limits in how the funds may be used. COA will fund mandated services to the minimum required by the OAA and will then fund services based on priority within funding sources.

As the state designated Area Agency on Aging, COA is required to conduct a periodic needs assessment of the community, develop an Area Plan, and competitively bid Federal and State funding according to the priorities established through that process. In the spring, 2018, COA began collecting community input on needs via community survey, interviews and focus groups with key stakeholders and interviews with clients. **Based upon input collected, COA will award funding for service priorities identified in Table One (1). All services will be competitively bid during 2019 with the exception of Ombudsman services, which are required to be distributed per ODA policy.** Available funding could be depleted before the lower priority services are funded.

In order to ensure each county receives its fair share of funds, COA will calculate a total award amount based on the following funding formula: \$110,000 base funding for each county. The rest is distributed per the following basis: 43% 60+ population; 28% 75+ population; 11% 60+ poverty; 8% minority; 8% living alone; 2% rural. See **Table Two (2)** for census data.

**Table 1: Title III RFP Service Funding Priorities**

<b>Funding Priorities based on AAA1 Area Plan: Rank Ordered by Priority</b>		
Transportation <sup>1</sup>	All Five Counties	Title III B and SCS
Adult Day Service/Caregiver Respite FCSP Personal Care	Clermont County- Title III RFP  Butler, Clinton, Hamilton and Warren Counties via Elderly Service Program RFP	Title III E, Alzheimer Respite
Home Delivered Meals	Clermont County- Title III RFP  Butler, Clinton, Hamilton and Warren Counties via Elderly Service Program RFP	Title III C2, NSIP, Title III E kinship meals
Supportive Services	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III B
Ombudsman <sup>2</sup>	ProSeniors (designated by ODA to serve all 5 counties)	Title III B
Caregiver Services - FCSP <sup>3</sup> Support Group - FCSP <sup>3</sup> Counseling	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III E
Alzheimer's Education Alzheimer's Core	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III E and Alzheimer's Respite, Core
Legal Services	One Provider to serve all 5 counties	Title III B
Evidence-Based Programs <sup>4</sup>	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III D, SCS, and Title III B
Congregate Meals	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III C1, NSIP
Recreation	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III B
<p><b>Notes:</b>  <sup>1</sup>Transportation must include door-to-door, standby and/or physical assistance by driver.  <sup>2</sup>ODA designates Pro Seniors as the Ombudsman provider. ProSeniors has an option to compete for funding over the mandated amount; therefore, Ombudsman is included in the RFP.  <sup>3</sup>FCSP stands for Family Caregiver Support Program  <sup>4</sup>Evidence-based program funding is not part of this RFP, but will have a separate funding application for providers and locations to receive funding.</p>		

**Table 2: Census Data**

County	60+	75+	85+	Rural 60+	Males	Females	Living Alone	Minority 60+	LEP '60+
Butler	61,947	19,450	5,138	7,617	27,690	34,257	14,130	4,641	789
Clermont	34,518	9,648	2,521	9,057	15,641	18,877	7,678	869	169
Clinton	8,159	2,569	755	4,311	3,677	4,482	2,033	242	No Data
Hamilton	149,302	53,533	16,386	4,402	63,216	86,086	45,127	32,333	2,283
Warren	33,711	9,775	2,592	7,063	15,407	18,304	7,113	1,387	516
Totals	287,637	94,975	27,393	32,450	125,631	162,006	76,081	39,472	3,757

Census Information: Basic Demographics: 2010 Census

<sup>1</sup>LEP: Limited English Proficiency

### **Funding Information and Non-Federal Match**

COA receives allocated amounts of funding by category from ODA and employs a “funding formula” to the allocated funds to determine the equitability amount of funding among counties. COA allocations are subject to final budget allocations awarded by ODA. Not all services listed in the RFP may be funded.

Recipients of Title III funds must contribute non-federal matching funds towards the program. Matching funds refers to the amount of non-federal funds the Provider must contribute in order to receive federal funding for the program. The amount of match required (15% or 25%) will depend on the service awarded. To compute the 15% required match, divide the total Title III/State funds requested for the service by 85% and then multiply by 15%. To compute the 25% required match, divide the total Title III/State funds requested for the service by 75% and then multiply by 25%. Budget worksheets (Excel) included in **Attachment One (1)** will compute the required match for each service bid in this RFP. Match money will be audited to ensure the required minimum amounts are met. Budget worksheets must be submitted with the proposal.

Title III and State fund agreements are maximum award agreements in that the amount awarded by COA represents the maximum funding amount that your agency will be compensated for that proposed service for each fiscal year. All agencies will be compensated based on units of service as reported to COA utilizing Wellsky Aging & Disability System, known as SAM, except for Ombudsman Service. All unit reimbursement rates may be subject to a unit cost cap established by COA.

The multi-year term of the contract between COA and the Provider (“Agreement”) will be October 1, 2019 through September 30, 2022, or such earlier time as may be agreed, or as may be indicated elsewhere within this RFP, or in the contract awarded to the selected bidders. The Agreement can be extended or renewed at COA’s sole and absolute discretion. The Agreement will be in substantially the form of Appendix B to the RFP, with such changes as may be deemed necessary by COA.

Although the Agreement will be awarded through September 30, 2022, funding is only being awarded through the end of the Title III Program Year (PY), September 30, 2020. Funding will be awarded for PY 2021 (October 1, 2020 through September 30, 2021) and PY 2022 (October 1, 2021 through September 30, 2022) at COA’s sole discretion based on, but not limited to: provider performance, available funding, program requirements and priorities, consumer needs, changing market conditions, changes in the law regulating the goods or services the agreement covers, and alignment with COA’s Mission and Vision.

**Service Guidelines**

Bidders are required to provide services in accordance with Attachments 3 – 23 which contain Service Specifications for the programs that the Bidder is required to adhere to in order to contract with COA. Bidders will describe compliance with the service specification for each proposed service listed in 2<sup>nd</sup> Level Evaluation. Bidders are only required to respond to the evaluation criteria for services requested for contract.

**Respite Service** - will continue to be met by funding Adult Day Service and Personal Care Service for clients that reside in Clermont County.

**Home Delivered Meals** - This RFP is only soliciting proposals for home delivered meals in Clermont County. See **Table Three (3)** for Home Delivered Meal volume estimates in Clermont County. A separate RFP will be issued at a later date for Butler, Clinton, Hamilton, and Warren Counties. COA has contracted with a regional Caterer who will supply the meals for delivery for any interested bidder. See **Attachment Two (2)** for catered meal rates. Bidders who propose to self-produce meals for delivery must meet the specifications outlined in Attachments 3-7, and 9-12. Bidders who self-produce meals have the option of subcontracting meal production and/or delivery of specialized meals (e.g. Kosher and Therapeutic) with a qualified meal producer. Note: If the bidder subcontracts with another entity for meal production only, that entity must be licensed by the Ohio Department of Agriculture, Division of Meat Inspection.

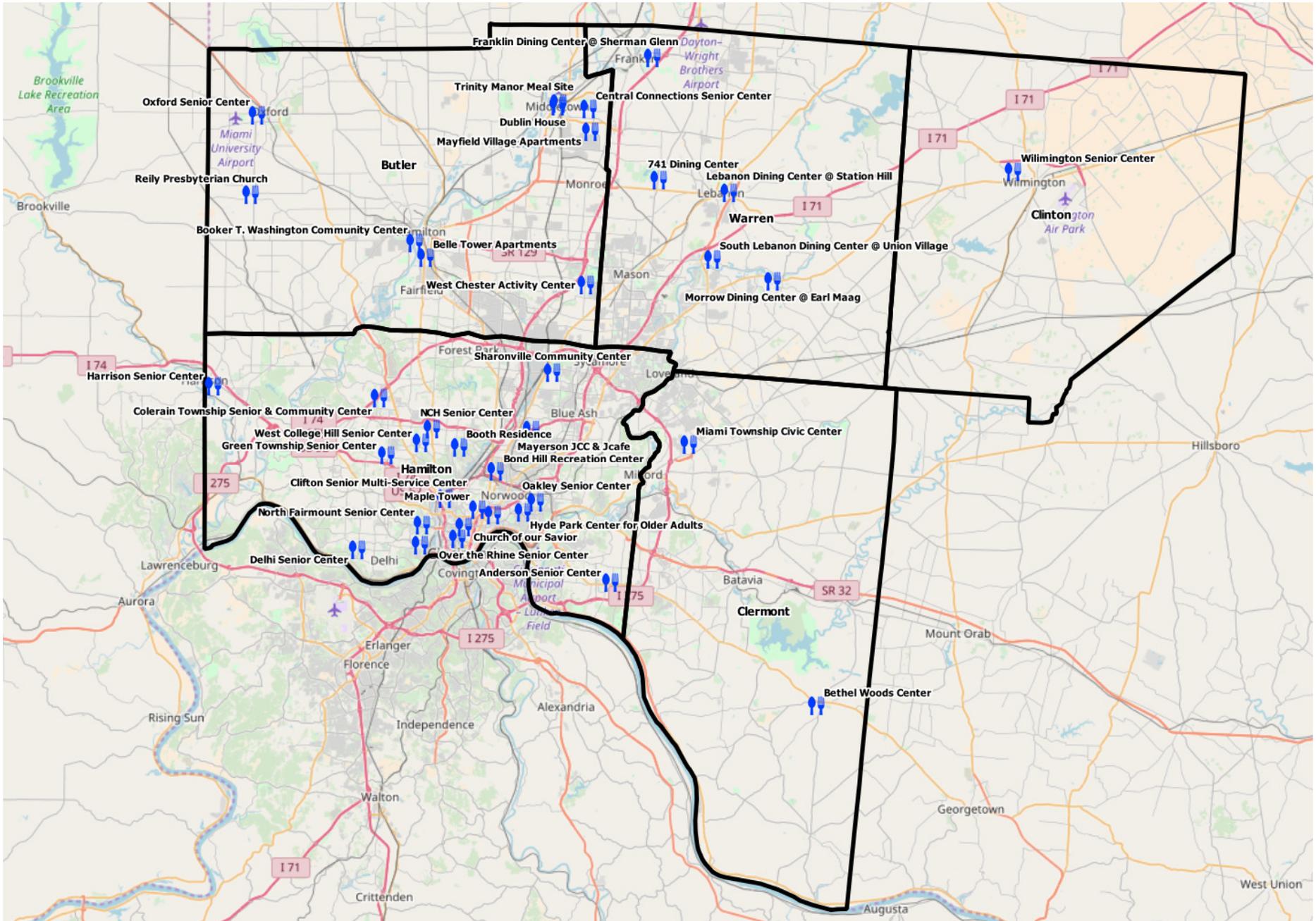
All HDM Nutrition Providers must be capable of producing and/or subcontracting the production of regular, therapeutic, mechanically altered and shelf-stable meals as defined in the Service Specifications, Attachments 3-7, and 9-12. Individual meals may be provided in six types: (1) hot, ready to eat, or reheated at the client’s home by the meal driver; or (2) chilled ready to eat and/or heat; (3) frozen, ready to heat (may be a commercially frozen meal if the meal is in compliance with the applicable Service Specifications); (4) Mechanically Altered; or (5) Shelf Stable (for use as emergency meals); or (6) Therapeutic (as defined in 173-4-06 the Administrative Code).

**Table 3: Catered Home Delivered Meals Volume estimates for Title III meals**

Home Delivered Meals Volume Estimate Chart for 2018- Clermont County					
Meal Type	Meal Type	Average Clients per Month	Total Clients Served in 2018	Units per Month	Total Units Delivered in 2018
Home Delivered Meal, Shelf Stable, Therapeutic Meal	HDM	242	506	4,445	53,334

**Congregate Meals** - COA supports the mission of the Older Americans Act by contracting with Nutrition Providers to furnish meals in a congregate setting. **See Table Four (4)** for a map of the congregate meal sites within the service area. **See Table Five (5)** for list that provides details of the provider and location of each congregate meal site in the service area. COA has contracted with a regional Caterer, who can produce and deliver meals to meal sites throughout the AAA1 region. See **Attachment Two (2)** for catered meal rates. Service specifications in Attachments 3-8, and 11-13 outline requirements for the Congregate Nutrition Program. Most providers furnish a lunch congregate meal although some providers offer breakfast and dinner service.

**TABLE 4: Provider Service Area (Butler, Clermont, Clinton, Hamilton, and Warren County) Congregate Meal Sites**



Data Source: Council on Aging, 2018.  
 Map Creator: P. E. Sauer Date: 07/22/18

Cartographic Boundary Shapefile: U.S. Census Bureau Counties.  
 Map Overlay: Open Street Map - Standard.

**Table 5:** Congregate Meals Current Nutrition Provider Sites including Catered and those Self-Produced by the Congregate Meal Providers.

<b>Nutrition Providers - Congregate Meals</b>		
<b>Name</b>	<b>Address</b>	<b>Contractor</b>
<b>Catered Meal Providers</b>		
Anderson Senior Service Center	7970 Beechmont Ave. Cincinnati OH 45255	Cincinnati Area Senior Services
Booth Residence/Salvation Army	6000 Townvista Dr. Cincinnati OH 45224	Cincinnati Area Senior Services
Church of our Savior	65 E. Hollister St. Cincinnati OH 45219	Cincinnati Area Senior Services
Delhi Senior Center	647 Neeb Rd. Cincinnati OH 45238	Cincinnati Area Senior Services
Green Township Senior Center	3620 Epley Rd. Cincinnati OH 45247	Cincinnati Area Senior Services
Maple Towers	601 Maple Ave. Cincinnati OH 45229	Cincinnati Area Senior Services
Over the Rhine Senior Center	1720 Race St Cincinnati OH 45202	Cincinnati Area Senior Services
Sharonville Community Center	10990 Thorniew Rd. Cincinnati 45241	Cincinnati Area Senior Services
Bond Hill Senior Center	1501 Elizabeth St. Cincinnati OH 45237	Cincinnati Recreation Commission
Evanston Senior Center	3204 Woodburn Ave Cincinnati OH 45207	Cincinnati Recreation Commission
Oakley Senior Center	3882 Paxton Ave. Cincinnati OH 45209	Cincinnati Recreation Commission
Price Hill Senior Center	959 Hawthorne Ave. Cincinnati Oh 45205	Cincinnati Recreation Commission
Bethel Woods Center	610 Easter Rd. Bethel OH 45106	Clermont Senior Services
Miami Township Civic Center	6101 Meijer Dr. Milford OH 45150	Clermont Senior Services
Clinton County Community Action	717 N. Nelson Ave. Wilmington OH 45177	Clinton County Community Action
Colerain Township Senior Center	4300 Springdale Road, Cincinnati OH 45251	Colerain Township Senior Center
Harrison Senior Center	300 George St. Harrison OH 45030	Harrison Senior Center
West College Hill Senior Center	2062 West North Bend Rd. Cincinnati OH 45224	West College Hill Senior Center
Clifton Senior Multi-Service Center	900 Rue de la Paix, Cincinnati OH 45220	North College Hill Senior Center
North College Hill Sr. Center	1586 Goodman Ave. Cincinnati OH 45224	North College Hill Senior Center
North Fairmount Senior Center	1860 Queen City Av. Cincinnati OH 45214	North Fairmont Seniors
<b>Self-Producing Meal Providers</b>		
Central Connections (Middletown Senior Citizens) Central Connections Senior Center	3907 Central Ave. Middletown, OH 45044	Central Connections
Dublin House	1425 Central Ave., Middletown, OH 45044	Central Connections
Mayfield Village Apts.	2030 Aaron Drive Middletown, OH 45044	Central Connections
Trinity Manor Meal Site	301 Clark St Middletown, OH 44042	Central Connections
Belle Tower Apartments	631 Woodlawn Ave., Hamilton, OH 45015	Central Connections
Booker T. Washington Community Center	1140 South Front St., Hamilton, OH 45011	Central Connections
Hyde Park Multiservice - Hyde Park Center for Older Adults	2800 Erie Avenue Cincinnati, OH 45208	Hyde Park Multi-Service Center
Mayerson JCC	8485 Ridge Road Cincinnati, OH 45236	Mayerson Jewish Community Center
JCafe	8485 Ridge Road Cincinnati, OH 45236	Mayerson Jewish Community Center
Oxford Seniors - Oxford Senior Center	922 Tollgate Drive Oxford, OH 45056	Oxford Senior Citizens
Reily Presbyterian Church	6370 Peoria Reily Rd. Oxford, OH 45056	Oxford Senior Citizens
Warren County Community Service 741 Dining Center	570 North State Route 741 Lebanon, OH 45036 OH 45036	Warren County Community Service
Franklin Dining Center at Sherman Glenn	301 Sherman Glenn Drive, Franklin, OH 45005	Warren County Community Service
Lebanon Dining Center at Station Hill	114 Dave Street Lebanon, OH 45036	Warren County Community Service
Morrow Dining Center at Earl Maag	124 Pamela Drive Morrow, OH 45152	Warren County Community Service
South Lebanon Dining Center at Union Village	327 North Section Street, South Lebanon, OH 45065	Warren County Community Service

## Section Three: Proposal Submission Requirements

- A complete bid proposal includes the following:

### 1) Proposal:

- One (1) signed original, five (5) copies and one (1) flash drive** containing an electronic version (\*.doc or \*.pdf) of the original proposal document with all responses and forms scanned as a single document

### 2) Required Forms & Documentation

- Bidder's Information Form (**Section Six**)
- Budget Worksheets (**Attachment One**)
- Bidder's Certification of Payment of Personal Property Tax (**Section Six**)
- Debarment, Suspension, Ineligibility and Exclusion Certification (**Section Six**)
- Non-Collusion Affidavit (**Section Six**)
- Service/Rate Request Form (**Section Six**)

### 3) Go/No Go Documentation: Financial Stability, Insurance, Workers' Compensation

- Certificate of Secretary of State (current and in good standing)
- Current Bureau of Workers' Compensation Certificate
- Certificate of Insurance evidencing the Bidder's liability meets the proper requirements
  - DUNS number or CAGE number from the System for Award Management Database (SAM). COA is prohibited from entering into an agreement with any provider the SAM database lists as excluded or disqualified from agreements involving federal funds. "SAM database" means the general service administration's "System for Award Management," which is available to the general public for free on <https://www.sam.gov/SAM/#>. Bidders are required to complete the free registration and denote either their DUNS number **or** CAGE number on the Bidder's Information Form (**Section Six**).

Financial Analysis:

- Prior year financial statements (Income and Balance Sheet)
- Most recent independent audited financial statements – if unavailable, most recent unaudited financial statements certified as being true and correct by the Chief Financial Officer of the Bidder
- Most current interim financial statements. If financial statements are unavailable, provide:
  - Prior year's tax return (All Schedules)

- Prior year's statement of Revenue & Expense

- A/P Aging (classified in 30, 60, 90 days past due)
- Dated statement from a contracted CPA or an internal officer confirming that all federal, state, and local income and employment tax payments are current and paid through the most recent tax year.

**4) Go/No Go Documentation: Food Safety and Menu Planning**

- Current Department of Agriculture Registrations for HDM and local food license (as applicable)
- Inspection reports for the last 2 years to indicate compliance with local, state and federal food safety requirements
- Name of nutritional analysis program or use of meal pattern statement for meal planning (self-producers only)
- License of contracted Dietitian for menu review (self-producers only)

**5) Evaluation Responses:**

- Experience and Commitment to Aging, response, not to exceed two (2) pages
- Targeting, response, not to exceed two (2) pages
- Community Focal Point Worksheet (**Section 6**)
- Continual Quality Improvement Process, response, not to exceed one (1) page
- NAPIS and Wellsky (SAM) Management, response, not to exceed one (1) page
- Staffing, response, not to exceed one (1) page
- Compliance with service delivery specifications, response for each service, not to exceed two (2) pages
- Copy of bidder's Cost Sharing Policy for services impacted by the Cost Sharing rules

## **PROPOSAL EVALUATION**

COA shall award a contract to the Bidder(s) who submits the best Bid proposals based upon evaluation of all Bids as determined by COA, in its sole discretion. Final offers are dependent on the funding priorities and funds available in each county.

COA reserves the right to reject any or all Bids, any part or parts of any Bid, and also the right to waive any informality in any Bid. Any Bid which is incomplete, conditional, obscure, or which contains additions not requested, or irregularities of any kind may be rejected.

COA reserves the right to make changes in program requirements, procedures, and terms after the Bids have been submitted, opened and reviewed in order to maximize delivery of services consistent with the objectives of the Title III Program.

COA reserves the right to apply any of the following, if warranted, in COA's sole opinion:

- Negotiate price
- Establish a ceiling rate for services
- Award to multiple providers
- Eliminate any term or condition that is not advantageous to COA, its clients, or funders

Bid proposals will be evaluated based on Bidder's (1) Financial Analysis and Stability, Certificate of Insurance, Workers Compensation Certificate, Food Safety and Menu Planning (2) The Organization and Capabilities, Quality and Service Delivery, and (3) Pricing. The first category evaluation determines if the proposal meets the requirements of the RFP and the organization is financially stable. Bidders not meeting the first category evaluation criteria may not be considered further. The second category evaluation is for organization capabilities, quality, service delivery and compliance with service specifications. The third category evaluation is based on Pricing.

### **Selection**

COA will form a review committee made up of representatives from various functional areas within the organization and external stakeholders. This review committee will base its recommendation on the evaluation criteria set forth in this RFP. The committee will conduct an initial evaluation based on information in the agency proposals.

### **COA's Intentions for Award**

It is our intent to award this contract to the Bidder's proposal that has:

1. Passed the 1<sup>st</sup> Level Evaluation: "Go/No Go",
2. Contains all of the Proposal Submission Requirements; and
3. Received a high score in the 2<sup>nd</sup> Level Evaluation: The Organization and Capabilities, Quality, and Service Delivery; and
4. Pricing Analysis

## Scoring of Submissions

The committee will base the evaluations on the following criteria:

Description	Evaluation Criteria
1 <sup>st</sup> Category Evaluation - Go/No Go Criteria	Submitted Documentation
2 <sup>nd</sup> Category Evaluation – The Organization and Capabilities, Quality and Service Delivery	Responses are rated from 0-100
3 <sup>rd</sup> Category Evaluation – Pricing	Completed service/rate sheet and pricing is competitive with other proposals

### 1<sup>st</sup> Level Evaluation: GO/NO GO CRITERIA

These are YES/NO criteria. Any submission with 1 or more “NO” answers will be discussed with the review committee to determine if further evaluation will be afforded or granted.

Number	Category	Examples for Scoring	Rating
1. Financial Stability, Insurance, Workers’ Compensation	<p>Provide prior year’s tax return (including schedules), prior year’s statement of revenue and expenses, and a balance sheet.</p> <p>Dated statement from a contracted CPA or an internal officer confirming that all federal, state, and local income and employment tax payments are current and paid through the most recent tax year.</p> <p>Provide Certificate of Insurance evidencing Bidder’s liability insurance meets requirements.</p> <p>Provides Current Workers’ Compensation Certificate.</p> <p>Provide bidder’s standing with the System for Award Management Database (SAM)</p>	<p><b>GO:</b> No material findings present on audited financial reports. Provides current Certificate of Insurance and Workers’ Compensation Certificate. Provider in good standing with Federal Vendor list.</p> <p><b>NO GO:</b> Financial data not provided or audits contain material findings or unaudited financials show lack of financial stability. Financial ratios demonstrate agency may cease to do business during the multi-year contract. Unable to provide Certificate of Insurance and Workers’ Compensation Certificate. Vendor is disqualified from receiving federal funds.</p>	<p><b>GO</b></p> <p><b>NO/GO</b></p>
2. Food Safety and Menu Planning	<p>Contracting with Ohio Registered, Licensed Dietitian for menu review. <b>(Self-Producer only)</b></p> <p>Current Ohio Department of Agriculture Registration <b>(Self-Producer only)</b> and/or local food license for each location producing or serving meals. <b>(Self-Producer and providers using caterer)</b></p> <p>Inspection reports for the last 2 years that indicate compliance with local, state and federal food safety requirements. (as applicable).</p>	<p><b>Go,</b> Contracts with or employs an Ohio licensed dietitian. Appropriate licensure, with no suspension or withholding action in the past 2 years, and no priority or notice status within the past 2 years. Bidder’s inspection reports reflect correction of any critical violations.</p> <p><b>No Go,</b> Bidder does not contract with or employ an Ohio licensed, dietitian. Bidder does not have appropriate licensure, inspection reports indicate suspension or withholding action or priority or notice status within the past 2 years. Bidder’s inspection reports do not reflect correction of critical violations.</p>	<p><b>GO</b></p> <p><b>NO/GO</b></p>

**2<sup>nd</sup> Level Evaluation: THE ORGANIZATION AND CAPABILITIES, QUALITY AND SERVICE DELIVERY**

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Max Points
1. Experience and Commitment to Aging	<p>Proposal includes examples of:</p> <ol style="list-style-type: none"> <li>1. Years, depth and breadth of service to the elderly as a business.</li> <li>2. Organizational mission that supports care services and supports philanthropic efforts on behalf of low-income elderly, contributions to the professional field of aging and advocacy efforts supporting services and support for the elderly.</li> </ol>	<b>15</b>
2. Targeting – Target population definitions are referenced in <b>Table 6.</b>	<p>Describe the agency’s:</p> <ol style="list-style-type: none"> <li>1. History of providing services to consumers with the greatest economic and/or 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.</li> <li>2. Geographic locations such as townships, villages, and neighborhoods in which you serve.</li> <li>3. Percentage of current clients in your current programs that meet the target population with the greatest economic and/or social need.</li> <li>4. Action plan for providing outreach to targeted populations.</li> <li>5. Strategies to retain active participants that meet target population criteria.</li> </ol>	<b>20</b>
3. Focal Point	<p>Focal Point – Bidder is required to complete the Community Focal Point Worksheet (<b>Section 6</b>) which identifies your organization’s service availability, facility accessibility, and service to the community. Proposals for Legal Assistance and Ombudsman services will not be penalized in the RFP evaluation process for not being a community focal point. <b>0 points</b>-Non-Designation as a Focal Point, <b>5 points</b>-Designation as a Focal Point</p>	<b>0 or 5</b>
4. Continual Quality Improvement Process	<p>Describe how your agency’s Quality Management System:</p> <ol style="list-style-type: none"> <li>1. Incorporates policies, processes and activities which reduce risk, identify weaknesses, and improve all aspects of service delivery.</li> <li>2. Addresses problems in a timely manner.</li> <li>3. Engages and utilizes customer feedback.</li> <li>4. Engages multiple stakeholders in the quality improvement process, including employees, management, clients, providers and other stakeholders such as COA.</li> </ol>	<b>10</b>

	5. Utilizes standardized data collection tools such as customer satisfaction surveys.	
5. NAPIS and Wellsky (SAMS) Management	Describe your agency's oversight and management of the following: 1. Annual updates to NAPIS forms for each client receiving services. Provide an example of your NAPIS Form. 2. Process for SAMS client registration and updating assessments in SAMS. 3. Process for Aggregate billing and list examples for use of aggregate billing.	5
6. Staffing	Describe your agency's: 1. Strategy to recruit, hire and retain staff. 2. Backup plan in the event a staff member is unable to complete services. 3. Database Requirements and Criminal Records Check processes	5
7. Services	Each service will be scored separately based upon responses outlining compliance with applicable service specifications. Responses should address delivery of service according to service specification and criteria outlined in each service evaluation.	40
<i>Range of Points for 2nd Level Evaluation</i>		<b>0-100</b>

<b>Evaluation: Transportation</b>		
This level of the evaluation will be evaluated using the categories, as shown below.		
<b>Number</b>	<b>Response should include at minimum should include, but not limited to:</b>	<b>Max Points</b>
1. Service Delivery	Description of your agency's: 1. Previous history and experience in delivering transportation service. If none, describe the strategy on preparing your agency and staff to deliver the service. 2. Delivery of services to seniors during weather-related emergencies, natural disasters? 3. Capacity to provide evening, weekend, and on-demand transportation. 4. Ability to meet transportation requests for individual appointments (i.e. medical) versus group trips (i.e. senior center activities, grocery shopping) 5. Record keeping processes to ensure compliance with documentation and billing requirements.	<b>40 points</b>
2. Vehicle Fleet and Maintenance	Describe your agency' vehicle and fleet maintenance, providing number in fleet (i.e. cars, vans, wheelchair accessible) and maintenance practices.	
3. Staff Requirements	Describe your agency's policies and procedures to ensure drivers comply with pre-employment qualifications and training requirements.	

4. Consumer Contributions	Describe your agency's:  1. Process to solicit and accept voluntary contributions.  2. Methods for safeguarding donations and ensuring contributions are used to expand the transportation program.	
<i>Range of points for service program response</i>		<b>0-40</b>

<b>Evaluation: Adult Day Service</b>		
This level of the evaluation will be evaluated using the categories, as shown below.		
<b>Number</b>	<b>Category</b>	<b>Max Points</b>
1. Service Delivery	Describe your agency's:  1. Previous history and experience in delivering adult day service. If none, describe the strategy on preparing your agency and staff to deliver the service.  2. Programming and services offered at the adult day center.  3. Record keeping processes to ensure compliance with documentation and billing requirements.	<b>40 points</b>
2. Assessments, Activity Plans, Care Conferences	Describe how your agency completes:  1. Initial Assessments 2. Health Assessments 3. Activity Plans 4. Interdisciplinary care conferences 5. Meal/snack service daily	
3. Clinical Supervision	Describe your agency's:  1. Staffing levels 2. RN oversight 3. Orientation and continuing education	
4. Consumer Contributions	Describe your agency's:  1. Administration of consumer cost-sharing requirements and sliding fee schedule. Proposal should include a copy of your cost sharing policy.  2. Process to solicit and accept voluntary contributions for allowable recreation services.  3. Methods for safeguarding donations and ensuring contributions are used to expand the adult day service program.	
<i>Range of points for service program response</i>		<b>0-40</b>

## Evaluation: Home Delivered Meals (Clermont County Only)

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Max Points
1. Nutritional Analysis/Meal Pattern, Food Safety	<p>Provide documentation of:</p> <ol style="list-style-type: none"> <li>1. Name of nutritional analysis software or use of Meal Pattern. (Self-Producer only)</li> <li>2. Good Manufacturing Practices as it pertains to food receiving, food handling, food preparation and food safety to prevent food borne illness. (as applicable)</li> </ol>	<b>40 points</b>
2. Meal options, Food Choice	<p>Describe your agency's ability to offer person direction to consumers through:</p> <ol style="list-style-type: none"> <li>1. Provision of Regular, Therapeutic, Mechanically Altered and Shelf Stable Home Delivered Meals</li> <li>2. Number of home delivered meal options.</li> <li>3. Ability to provide hot, chilled or frozen meals, accommodate single meals, 2-5-7 day packaging options, Monday through Friday.</li> <li>4. Delivery plan of Home Delivered Meals for the first day of service under the contract.</li> </ol>	
3. Emergency Preparedness	<p>Describe your agency's plan to address:</p> <ol style="list-style-type: none"> <li>1. Food and supply shortages.</li> <li>2. Food safety concerns</li> <li>3. Staffing shortages.</li> <li>4. Equipment and vehicle failures.</li> <li>5. Environmental emergencies</li> </ol>	
4. Consumer Contributions	<p>Describe your agency's:</p> <ol style="list-style-type: none"> <li>1. Process to solicit and accept voluntary contributions.</li> <li>2. Methods for safeguarding donations and ensuring contributions are used to expand the home delivered meals program.</li> </ol>	
5. Service Specifications	<p>Describe your agency's:</p> <ol style="list-style-type: none"> <li>1. Procedures to ensure compliance with the following Specifications:               <ol style="list-style-type: none"> <li>a) 173-3-07 Consumer Contributions (<b>Attachment 3</b>)</li> <li>b) 173-4-02 Meals Eligible for Payment (<b>Attachment 4</b>)</li> <li>c) 173-4-03 Title III Consumer Enrollment (<b>Attachment 5</b>)</li> <li>d) 173-4-04 Procuring for Person Direction (<b>Attachment 6</b>)</li> <li>e) 173-4-05 Nutrition Projects (<b>Attachment 7</b>)</li> <li>f) 173-4-05.2 Home Delivered Meal Projects (<b>Attachment 9</b>)</li> </ol> </li> </ol>	

	g) 173-4-06 Diet Orders ( <b>Attachment 10</b> ) h) 173-4-08 Nutrition Education ( <b>Attachment 11</b> ) i) 173-4-09 Health Screening – Nutritional Risk ( <b>Attachment 12</b> ) j) 173-39-02.14 ODA Provider Certification – Home Delivered Meals	
<i>Range of points for service program response</i>		<b>0-40</b>

<b>Evaluation: Supportive Services</b>		
This level of the evaluation will be evaluated using the categories, as shown below.		
<b>Number</b>	<b>Category</b>	<b>Max Points</b>
1. Service Delivery	Describe your agency's:  1. Previous history in delivering Supportive Service. If none, describe the strategy on preparing your agency and staff to deliver the service.  2. Support tasks available to ensure clients remain independent in their homes.  3. Process to clearly document in client's record lack of support to perform tasks.  4. Recordkeeping processes to ensure compliance with documentation and billing requirements.	<b>40 points</b>
2. Staffing Qualifications	Describe the current, or planned, staff you have in place to deliver Supportive Services.	
3. Consumer Contributions	Describe your agency's:  1. Administration of consumer cost-sharing requirements and sliding fee schedule. Proposal should include a copy of your cost sharing policy.  2. Process to solicit and accept voluntary contributions for benefits counseling service.  3. Methods for safeguarding donations and ensuring contributions are used to expand the supportive services program.	
<i>Range of points for service program response</i>		<b>0-40</b>

<b>Evaluation: Ombudsman</b>		
This level of the evaluation will be evaluated using the categories, as shown below.		
<b>Number</b>	<b>Category</b>	<b>Max Points</b>
1. Service Delivery	Describe your agency's:  1. Experience providing Ombudsman services to older adults with the greatest economic and/or social need, including those at significant risk for institutional placement or jeopardy of losing community-based services.  2. Describe your agencies geographic reach.	<b>40 points</b>
2. Staffing Levels	Describe your agency's recruitment of staff and volunteers.	
3. Leveraging	Describe how your organization is leveraging resources to provide this service.	
4. Consumer Contributions	Describe your agency's:  1. Process to solicit and accept voluntary contributions.  2. Methods for safeguarding donations and ensuring contributions are used to expand the ombudsman program.	
<i>Range of points for service program response</i>		<b>0-40</b>

<b>Evaluation: Caregiver Services: Family Caregiver Support Program - Caregiver Support Group</b>		
This level of the evaluation will be evaluated using the categories, as shown below.		
<b>Number</b>	<b>Category</b>	<b>Max Points</b>
1. Service Delivery	Describe your agency's:  1. Previous history in delivering Caregiver Support Group Services. If none, describe the strategy on preparing your agency and staff to deliver the service.  2. Caregiver programming, resources and activities.  3. Recordkeeping processes to ensure compliance with documentation and billing requirements.	<b>40 points</b>
2. Recruitment of Volunteers	Describe your agency's efforts to recruit volunteers to facilitate caregiver groups.	
3. Consumer Contributions	Describe your agency's:  1. Process to solicit and accept voluntary contributions.  2. Methods for safeguarding donations and ensuring contributions are used to expand the caregiver program.	
<i>Range of points for service program response</i>		

### Evaluation: Caregiver Services: Family Caregiver Support Program - Caregiver Counseling

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Max Points
1. Service Delivery	Describe your agency's:  1. Previous history and experience delivering Caregiver Counseling services. If none, describe the strategy on preparing your agency and staff to deliver the service.  2. Caregiver programming, resources and activities  3. Recordkeeping processes to ensure compliance with documentation and billing requirements.	<b>40 points</b>
2. Staff Requirements	Describe your agency's compliance of trainers and counselors with at least 1 year experience dealing with aging and caregiving.	
3. Consumer Contributions	Describe your agency's:  1. Process to solicit and accept voluntary contributions.  2. Methods for safeguarding donations and ensuring contributions are used to expand the caregiver program.	
<i>Range of points for service program response</i>		<b>0-40</b>

### Evaluation: Alzheimer's Education

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Max Points
1. Service Delivery	Describe your agency's:  1. Demonstration of expertise in Alzheimer, Dementia and caregiver education.  2. Methods for delivering Alzheimer's Education.  3. Recordkeeping practices to meet requirements for all training/support groups, education sessions.	<b>40 points</b>
2. Staff Requirements	Provide documentation for: 1. Licensed Professionals you utilize for counseling services.  2. Process to meet supervisory requirements.	
3. Leveraging	Describe how your organization is leveraging resources to provide this service.	

4. Consumer Contributions	Describe your agency's:  1. Process to solicit and accept voluntary contributions.  2. Methods for safeguarding donations and ensuring contributions are used to expand the caregiver program.	
<i>Range of points for service program response</i>		<b>0-40</b>

<b>Evaluation: Legal Assistance</b>		
This level of the evaluation will be evaluated using the categories, as shown below.		
<b>Number</b>	<b>Category</b>	<b>Max Points</b>
1. Service Delivery	Describe your agency's:  1. Previous history and experience in delivering Legal Assistance services.  2. Description of legal services which allow seniors to remain independent in the community.  3. Description of outreach methods to targeted populations.	<b>40 points</b>
2. Staff Requirements	Description of your agency's training and monitoring of staff to ensure requirements are satisfied and compliance with contract terms are met.	
3. Leveraging	Describe how your organization is leveraging resources to provide this service.	
4. Consumer Contributions	Describe your agency's:  1. Process to solicit and accept voluntary contributions.  2. Methods for safeguarding donations and ensuring contributions are used to expand the legal assistance program.	
<i>Range of points for service program response</i>		<b>0-40</b>

**Evaluation: Congregate Meals (Self-Producer and Providers using Caterer)**

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Max Points
1. Licensing, Nutritional Analysis/Meal Pattern, Food Safety	Provide documentation of: <ol style="list-style-type: none"> <li>1. Name of nutritional analysis software or use of Meal Pattern. (Self-Producer Only)</li> <li>2. Good Manufacturing Practices as it pertains to food receiving, food handling, food preparation and food safety to prevent food borne illness. (as applicable)</li> </ol>	<b>40 points</b>
2 Meal options, Food Choice	Describe your agency’s ability to offer person direction to consumers through: <ol style="list-style-type: none"> <li>1. Congregate dining format, location and serving times.</li> <li>2. Number of congregate meal options available each day. *Special consideration for menu’s that include Cincinnati Chili, Green Salads, and meal combinations favored by locals (i.e. meatloaf/mashed potatoes, fish/macaroni and cheese, ham/beans/potatoes).</li> <li>3. Meal format: (hot ready to serve, chilled or frozen meals in either individual plated, bulk food or boxed lunches). Delivery Monday through Friday, within an acceptable time frame for meal service.</li> <li>4. Delivery plan of congregate meals for the first day of service under the contract.</li> </ol>	
3. Emergency Preparedness	Describe your agency’s plan to address: <ol style="list-style-type: none"> <li>1. Food and supply shortages</li> <li>2. Food safety concerns</li> <li>3. Staffing shortages</li> <li>4. Equipment and vehicle failures</li> <li>5. Environmental emergencies</li> </ol>	
4. Consumer Contributions	Describe your agency’s: <ol style="list-style-type: none"> <li>1. Process to solicit and accept voluntary contributions.</li> <li>2. Methods for safeguarding donations and ensuring contributions are used to expand the congregate meals program.</li> </ol>	

5.Service Specifications	Describe your agency's: 1.Procedures to ensure compliance with the following Specifications: a) Title III Congregate Nutrition Program ( <b>Attachment 13</b> ) b) 173-3-07 Consumer Contributions ( <b>Attachment 3</b> ) c) 173-4-02 Meals Eligible for Payment ( <b>Attachment 4</b> ) d) 173-4-03 Title III Consumer Enrollment ( <b>Attachment 5</b> ) e) 173-4-04 Procuring for Person Direction ( <b>Attachment 6</b> ) f) 173-4-05 Nutrition Projects ( <b>Attachment 7</b> ) g) 173-4-05.1 Congregate Dining Projects ( <b>Attachment 8</b> ) h) 173-4-08 Nutrition Education ( <b>Attachment 11</b> ) i) 173-4-09 Health Screening – Nutritional Risk ( <b>Attachment 12</b> )	
<i>Range of points for service program response</i>		<b>0-40</b>

**Evaluation: Recreation**

This level of the evaluation will be evaluated using the categories, as shown below.

<b>Number</b>	<b>Category</b>	<b>Max Points</b>
1. Service Delivery	Describe your agency's:  1. Previous history and experience delivering Recreation services. If none, describe the strategy on preparing your agency and staff to deliver the service.  2. Activities provided to clients with the goal of enabling them to remain independent in their homes.  3. Recordkeeping processes to ensure compliance with documentation and billing requirements.	<b>40 points</b>
2. Consumer Contributions	Describe your agency's:  1. Administration of consumer cost-sharing requirements and sliding fee schedule. Proposal should include a copy of your cost sharing policy.  2. Process to solicit and accept voluntary contributions for allowable recreation services.  3. Methods for safeguarding donations and ensuring contributions are used to expand the recreation program.	
<i>Range of points for service program response</i>		<b>0-40</b>

**3<sup>rd</sup> Level: Pricing**

<b>Number</b>	<b>Category</b>	
1 Pricing	Does the Proposal demonstrate competitive pricing with respect to other proposals received?	

**Table 6: Target Populations Definitions**

<b>TARGET POPULATIONS DEFINITIONS</b>
Targeted populations include seniors who are:
<b>Female</b>
<b>75+ Years Old</b>
<b>Low Income or Economic Need</b> - Persons considered to be “low income” are those whose income is below 100% the federal poverty level guidelines, which the United States department of health and human services establishes annually according to section 673(2) of the Omnibus Reconciliation Act of 1981, 95 Stat. 511, 42 U.S.C. 9902 and publishes on <a href="https://aspe.hhs.gov/poverty-guidelines">https://aspe.hhs.gov/poverty-guidelines</a> .
<b>Greatest Social Need</b> – The need caused by non-economic factors, which include: physical and mental disabilities (i.e. Alzheimer’s disease and other related disorders); language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status (i.e. Holocaust survivors), that restricts the ability of an individual to perform normal daily tasks; or threatens the capacity of the individual to live independently.
<b>Limited-English Proficiency</b> – Older persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.
<b>Minority</b> - A person’s self-reported racial and ethnic identity includes one or more of the following: Asian American, Black or African American, Hispanic or Latino, Native Hawaiian and Pacific Islander, American Indian and Alaska Native. Minority older persons are confined to the following designations: Black or African American, Not of Hispanic Origin - A person having origins in any of the black racial groups of Africa. Hispanic or Latino Origin – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. American Indian or Alaskan Native - Having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment. A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition. Asian American - Having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. Native Hawaiian or Pacific Islander - Having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
<b>Low Income Minority</b> - Those minority persons age 60+ whose annual income is at or below 100% of the Federal poverty guideline.
<b>Living Alone</b> - A one-person household (using the Census definition of household) where the householder lives by him or herself in an owned or rented place of residence in a non-institutional setting including board and care facilities, assisted living units and group homes.
<b>Disabled</b> - Refers to a person who has a physical or mental impairment or mental illness that substantially limits one or more Activities of Daily Living (ADLs), has a record of such impairment or is regarded as having such impairment. It is important that disability status be viewed within the context of the service. For example, a client that is diabetic would have a disability for a home delivered or a congregate meal program, but would not be considered disabled for a transportation service.
- <a href="https://www.hrsa.gov/sites/default/files/ruralhealth/resources/forhpeligibleareas.pdf">https://www.hrsa.gov/sites/default/files/ruralhealth/resources/forhpeligibleareas.pdf</a>

## Section Five: PRICING

Please be aware that the Service/Rate Request form is the document that must be used when submitting the bid request for funding. In order to properly fill out this form you will first need to complete the Bid Worksheets found in Attachment One (1).

Attachment One (1) is series of Excel spreadsheets, and must be completed and submitted in the same Excel format. You will find five (5) tabs at the bottom of the spreadsheet, with the first being instructions how to fill out Tabs A and B of the budget worksheets.

Both the Service/Rate Request Form and Budget Worksheets A & B must be submitted as part of the RFP requirements.

## Section Six: Required Forms and Documentation

### Council on Aging of Southwestern Ohio

#### Bidder's Information Form

APPLICANT NAME: \_\_\_\_\_

**Type or Print Legibly - Each box is limited on characters.**

**Attachments should be clearly marked with the Question or Item # to which the Attachment pertains and affixed to the end of the BIDDER'S INFORMATION form in order by question/item #.**

1. Legal Name of Business (If different from W-9 form, attach written explanation)		
2. Doing Business As (dba) Name (if different from Legal Name)		
3. Federal Tax Identification Number (Social Security Number OR Employer Identification Number)		
4. DUNS and/or CAGE #		
5. NPI #		
6. Main Business Address (Physical location) – list any additional addresses (i.e. congregate meal sites) within the last section of this form entitled “Information for Additional Locations”.	Street Address	
	City, State, Zip Code	
	County	
7. Mailing Address (if different from Main Business Address)	Attention	
	Address	
	County	City, State, Zip Code
8. Executive In Charge's Name & Title		
9. Executive in Charge's E-mail Address		
10. Business Phone Number (including area code)		
11. Business Fax Number (including area code)		
12. Organization's Website Address (if applicable)		

13. Indicate the appropriate ownership structure of the business	Private Charitable/ Religious	Private/Non-profit Public/Government	Publicly Traded Other (Specify)
14. Have any of the owners, officers, directors, or any other person who has control over the business been convicted of a felony under local, state, or federal law?	No Yes - If yes, identify the offender and offense below. Name _____ Title _____ Offense(s) _____ Year of Conviction _____ To list multiple persons/convictions, attach a separate page to the end of the application.		
15. Have any of the owners, officers, directors, or any other person who has control over the business ever applied for, or held a license for a business, trade or profession?	Yes - If yes, identify the person by title, license, and issuing authority.  No		
16. Have any of the owners, officers, directors, or any other person who has control over the business ever been denied such a license, had that license revoked or suspended, or been disciplined with respect to that license?	Yes - If yes, explain.  No		
17. Have any of the owners, officers, directors, or any other person who has control over the business been disciplined for, or have any actions ever been taken against them by any public licensing authority or professional organization for any breach of ethics or unprofessional conduct or failure to make required disclosures?	Yes - If yes, explain.  No		
18. Are all the business' federal, state, and local income and employment taxes current? (Federal employment taxes include Medicare and Social Security taxes)	Yes No - If no, explain		
19. Within the past three years, if the business was responsible for remitting withholding taxes or sales taxes, has it paid such taxes in a timely manner?	Yes No - If no, explain		
20. Within the past three years has the business, as the result of any audits or monitoring reviews of state funded programs, been required to submit a corrective action plan?	No Yes - If yes, submit a copy of the monitoring report and the corrective action plan. Applicants do NOT have to submit copies of reports issued by COA or corrective action plans already submitted to COA.		
21. Has the business ever failed to pay any government-insured debt or any debt owed to a government entity?	Yes - If yes, please identify  No		

# Council on Aging of Southwestern Ohio

## Bidder's Information Form

**APPLICANT NAME:** \_\_\_\_\_

22. Name of individual authorized to sign a Provider Agreement, if issued  Mailing Address where a Provider Agreement, if issued, should be sent for signature	Name (type/print)
	Title (type/print)
	Street or P.O. Box
	City, State, Zip Code
	Phone Number (including area code)
	E-mail Address

### STATEMENT OF UNDERSTANDING

The undersigned acknowledges and understands that Council on Aging of Southwestern Ohio ("COA") complies with Ohio's public record laws and regulations; therefore any information submitted pursuant to this process may become a public record. The undersigned hereby waives any right to privacy of any information provided herein. The undersigned acknowledges and understands any information that is proprietary or a trade secret to the business must be marked and designated as such prior to submitting it in this process. The undersigned further acknowledges that the burden of proof that the document(s) is proprietary/trade secret rests with the applicant.

- ▶ The undersigned affirms that the information contained in this Application is true to the best of the undersigned's knowledge and belief, and acknowledges and agrees that COA shall have the right to verify the same to its satisfaction.
- ▶ The undersigned also affirms that the undersigned has read and understands the Request for Proposal, Title III Rules, Conditions of Participation and all applicable Service Specifications. The undersigned further understands that implementation of and adherence to the Rules and Service Specifications in the delivery of authorized services, and adherence to all reporting requirements will be binding in accordance with the Provider Agreement in order to receive reimbursement for services delivered.
- ▶ The undersigned acknowledges and agrees that COA, in its sole and absolute discretion, reserves the right to reject any or all Proposals and any part or parts of any Proposal, and also the right to waive any informalities or irregularities in any Proposal, and also the right to modify inconsistencies in any Proposal. Any Proposal which, in COA's sole and absolute discretion, does not meet the requirements, is incorrect, incomplete, irregular, conditional, obscure, illegible or which contains additions not requested or irregularities of any kind may be rejected.
- ▶ The undersigned acknowledges and agrees that COA, in its sole and absolute discretion, reserves the right to award a Service Provider Agreement to any applicant, notwithstanding applicant's scores, in order to assure services are available and the needs of the program are being met.
- ▶ The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposal, including appendices; and accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this Request for Proposal.

Signature ( Blue Ink)	Date
Print/Type Name	Print/Type Title

# Council on Aging of Southwestern Ohio

## Bidder's Information Form

APPLICANT NAME: \_\_\_\_\_

### Information for Additional Locations

- In the first column, list the name of each additional location operated by your organization
- In the second column, list the services provided through the designated location.

	Name of Additional Location	Services Provided at this Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
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11.		
12.		
13.		
14.		
15.		

BIDDER'S NAME: \_\_\_\_\_

### Service/Rate Request Form

#### TITLE III, NSIP, SENIOR AND COMMUNITY SERVICES, ALZHEIMER'S RESPITE PY 2019-2022

- REQUESTED RATE COLUMN: enter the reimbursement rate you are requesting for each service you wish to provide for a particular county. **Note:** an actual rate must be entered. If anything other than a dollar amount is entered (i.e., "MBR," "Ceiling Rate," etc.), the rate for that service will be considered incorrect or blank.
- TOTAL FUNDING REQUESTED COLUMN: enter the dollar amount from line 31 of the Budget Worksheet (Attachment One ) for each specific service.
- COUNTY(S) COLUMN: If information is preprinted in the County(s) column, that service is only available in the specified County or per the specified information; if "County" is blank, the service is available in all 5 counties and you must indicate all counties in which you wish to provide the service.
- SERVICE COLUMN: Place a check or X [✓ or X] in the box to the immediate LEFT of EACH SERVICE you wish to provide.
- DELIVERY MODE: For each service you checked in the "SERVICE" column, you must check or X [✓ or X] either Direct or Subcontract to indicate whether the business directly provides the service or subcontracts.

Requested Rate		Total Funding Requested	County(s)	Service	Delivery Mode		
					Direct	Indirect (Sub-contract)	
\$	/ day	\$	Clermont County	<input type="checkbox"/>	Respite – Adult Day Service	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ hour	\$	Clermont County	<input type="checkbox"/>	Respite – Personal Care	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ meal	\$		<input type="checkbox"/>	Congregate Nutrition Service (Meals)	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ meal	\$	Clermont County	<input type="checkbox"/>	Home Delivered Meals - Regular	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ meal	\$	Clermont County	<input type="checkbox"/>	Home Delivered Meals – Therapeutic	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ meal	\$	Clermont County	<input type="checkbox"/>	Home Delivered Meals – Mechanically Altered	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ meal	\$	Clermont County	<input type="checkbox"/>	Home Delivered Meals – Shelf Stable	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ hour	\$	One Provider for all 5 counties	<input type="checkbox"/>	Legal Assistance	<input type="checkbox"/>	<input type="checkbox"/>
\$	N/A	\$	Pro Seniors for all 5 counties	<input type="checkbox"/>	Ombudsman	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ one-way trip	\$		<input type="checkbox"/>	Transportation	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ hour	\$		<input type="checkbox"/>	Supportive Services	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ hour	\$		<input type="checkbox"/>	Alzheimer's Core Respite	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ activity hour	\$		<input type="checkbox"/>	Caregiver Services – FCSP* Support Group	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ hour	\$		<input type="checkbox"/>	Caregiver Services – FCSP Counseling	<input type="checkbox"/>	<input type="checkbox"/>
\$	/ scheduled hour	\$		<input type="checkbox"/>	Recreation	<input type="checkbox"/>	<input type="checkbox"/>

Not all services are offered in each county due to blending of funds with local levy programs.

\* FCSP stands for: Family Caregiver Support Program

BIDDER NAME: \_\_\_\_\_

## Community Focal Point

A bidder will receive a designation as a community focal point based on the answers provided to the questions on this form. Questions marked with an "\*" are considered mandatory in order to receive the focal point designation. Proposals for Legal Assistance and Ombudsman services will not be penalized in the RFP evaluation process for not being a community focal point. If your organization operates multiple sites, please choose one facility to be the representative (focal point) for your agency.

### Service Availability

*Is your facility open at least 5 full days a week and is open to the public?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Is your facility open at least 2 of 7 evenings in the week or at least 1 day on the weekend?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
In the event of an emergency, is your facility used as an emergency shelter by local authorities or the Red Cross?	<input type="checkbox"/> Yes or <input type="checkbox"/> No

### Facility Accessibility

*Is your facility's location/signage easily identified from the street?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Is your facility within walking distance of a bus line?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Does your facility have free and ample parking?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
*Is your facility ADA compliant for access to the building and restroom?	<input type="checkbox"/> Yes or <input type="checkbox"/> No

### Service to the Community

Can the community obtain information and access to services for older adults and their families?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Do you provide direct service provision for older adults and their families?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Does your organization offer community outreach or educational activities on aging issues?	<input type="checkbox"/> Yes or <input type="checkbox"/> No

**BIDDER'S CERTIFICATION OF PAYMENT OF PERSONAL PROPERTY TAX**

STATE OF \_\_\_\_\_ COUNTY \_\_\_\_\_

Before me, a Notary Public, in and for said County and State, personally appeared

\_\_\_\_\_ who, being duly sworn that he/she is the owner or an officer vested with the authority to commit said company \_\_\_\_\_ to contractual obligations and having been awarded a public contract let by competitive bid, and that by this statement, states that at this time neither he/she nor the corporation is charged with any delinquent personal property taxes on the general tax list of personal property of any county, or that attached hereto is a list of all delinquent personal property taxes charged against him/her of the corporation.

Name of Company \_\_\_\_\_

By \_\_\_\_\_

Signature

Sworn before me and signed in my presence the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public Signature \_\_\_\_\_

This certification is in compliance with Section 5719.042 of the Ohio Revised Code which requires a certification of delinquent personal property tax by any successful bidder prior to the execution of the contract of a political subdivision; and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the County Treasurer within 30 days.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION CERTIFICATION**

I certify that the entity identified below has not been debarred, suspended or otherwise found ineligible to receive funds by any organization of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility or exclusion be received by the organization, Council on Aging of Southwestern Ohio will be notified immediately.

Entity: \_\_\_\_\_

\_\_\_\_\_  
Type name of person authorized to sign

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS.

\_\_\_\_\_ being first duly sworn, deposes and

says that he/she is \_\_\_\_\_ of

\_\_\_\_\_  
(sole owner, partner, president, etc.)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Council on Aging of Southwestern Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid, or contents thereof, or divulged information relative thereto any association or to any member or agent thereof.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## **INSURANCE AND WORKERS' COMPENSATION**

The Bidder, at the Bidder's sole expense, if awarded a contract, agrees to carry and maintain in full force and with no interruption of coverage during the entire contract period:

1. The Bidder shall furnish COA with a Certificate of Insurance (Accord 24 Form) evidencing Bidder's liability insurance meets the proper requirements.
2. Comprehensive general liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Insurance Certificate shall name "Council on Aging of Southwestern Ohio (COASW)" as an additional insured and shall include a provision that requires written notice to COA at least thirty (30) calendar days in advance of any cancellation or non-renewal of coverage.
3. Third Party Fidelity or similar insurance covering client loss due to theft of client's property or money by any employee or volunteer of the Bidder.
4. Automobile liability insurance, as applicable, covering all vehicles leased or owned by Provider that are used or operated to deliver service(s) of transportation, adult day service transportation and meal delivery with coverage against claims for injury and/or death in the amount of not less than \$1,000,000 per occurrence.
5. A fidelity bond covering all individuals authorized by the Bidder to collect and/or disburse funds.
6. Professional liability insurance for providers of Adult Day Services and Legal Assistance insuring Provider and such professionals against any and all claims, actions, causes, costs and expense relating to or arising out of the performance of services, on an occurrence basis, or claims made with appropriate tail coverage. The minimum amount of coverage shall be \$2,000,000 for each incident and \$2,000,000 annual aggregate.
7. The Bidder shall have all of the above described insurance in full force and effect prior to the commencement of work. The insurance must be through a carrier licensed in the State of Ohio and reasonably acceptable to COA.
8. The insurance required under this RFP shall cover acts or omissions of both paid employees and volunteers working for the Bidder.
9. The Bidder shall require the same amount of insurance from all subcontractors utilized under this agreement.
10. Bidders must submit a current Workers' Compensation Certificate with their proposal.

## Section Seven: GENERAL AND TERMS AND CONDITIONS

1. COA reserves the right to accept any proposal, in whole or in part, to waive any informality in any proposal, to negotiate further with one or more bidders regarding any terms of their proposals in order to achieve the best proposal for the benefit of the communities and residents COA serves as determined by COA in its sole discretion, and to reject any or all proposals, or any part or parts of any proposal, for any reason whatsoever.
2. Products and services to be purchased under this RFP are contingent upon COA funding and are in no way a guarantee to the Provider that everything described will be purchased. Any award of this contract does not give Provider the exclusive rights to products and services offered in this RFP including future offerings.
3. Bidders are responsible for compliance with all terms and conditions of this RFP and contract. As such, they are expected to read all documents issued completely.
4. COA is not liable for any errors or omissions in proposals and is not required to make corrections or amendments to errors identified in proposals. If Bidders discover any ambiguity, conflict, discrepancy, omission, or other error in this RFP, they shall immediately notify COA via [provider\\_services@help4seniors.org](mailto:provider_services@help4seniors.org) of such error in writing and request clarification or modification of the document.
5. COA reserves the right to remove any term or condition in any proposal that is not in the best interest of the communities or residents it serves as determined by COA in its sole discretion.
6. Any resulting contract will include the RFP, any addenda issued, presentation material, if requested, and the Bidder's proposal as Exhibits. The documents shall be interpreted in the following order:
  - a. Agreement
  - b. RFP and all addenda including presentation material if presentations are requested, and clarification sought by COA
  - c. Bidder's proposal
7. COA requires that all Providers be able to accept Electronic Funds Transfers (EFTs).
8. The laws of the State Of Ohio shall govern this contract and any subsequent purchases. Should there be any disagreement that requires Court action such action must take place in Hamilton County, Ohio in Cincinnati, Ohio.
9. Providers are required to be current on all employment, federal, state, and local income tax payments related to provision of the services rendered or products delivered.
10. No bid may be withdrawn after it has been deposited with COA.
11. No oral statements of any person shall, in any manner or degree, modify or otherwise affect or alter the terms of this RFP, the Contract, or any other document comprising a part or attachment to this RFP.
12. COA reserves the right to adjust rates and establish ceilings for the initial contract and each annual renewal.
13. All proposals become the property of COA and will not be returned to the Bidder. COA has the right to use all ideas contained in any proposal received at no cost to COA. Selection or rejection of a proposal will not affect this right.
14. Only information which is the nature of legitimate trade secrets or non-published financial data

may be deemed proprietary. Any material within a proposal identified as such must be clearly marked "proprietary" and will be handled accordingly. Any proposal marked "proprietary" or "confidential" in its entirety may be rejected without further consideration. Any challenge to COA withholding this information as "proprietary" or "confidential" requiring legal defense, the cost of such defense shall be borne by the Bidder.

15. COA is not responsible for any costs incurred by prospective Bidders. Costs associated with developing the proposal and any other expenses incurred in responding to this RFP are entirely the responsibility of the prospective Bidder and shall not be reimbursed by COA.
16. Bidders who are successful and awarded Contracts must agree to provide all documentation and assurances as outlined in the attached sample contract.
17. COA reserves the right to make changes in program requirements, procedures, and terms after the Bids have been submitted, opened and reviewed, in order to maximize delivery of services consistent with the objectives of the program.
18. Provider must carry adequate insurance coverage to meet the specifications of this RFP provided as part of the Insurance and Workers' Compensation section.
19. Provider must abide by the specifications set out in the Provider Requirements in an Emergency provided in Appendix A: Emergency Preparedness Plan.
20. If awarded services, the selected Bidder will enter into an Agreement substantially similar to the sample agreement shown in Appendix B.
21. In the event the Bidder is not awarded a contract and desires to appeal COA's decision, the Bidder must follow the instructions provided in Appendix D: Appeals Process.
22. No identifying information protected by HIPAA shall be submitted in your proposal. Submitting HIPAA protected information or other such protected information will be grounds for rejection of the proposal. This includes information known by, or previously reported to, COA. Bidders are reminded that bid documents are open to public scrutiny under Ohio Public Records laws.

## APPENDIX A: EMERGENCY PREPAREDNESS PLAN

### Policy Statement

In an emergency, it is Council on Aging of Southwestern Ohio's (COA) responsibility to do what is necessary to sustain critical services to our clients. An "emergency" is defined as an event or series of events that place the operational capacity of COA at risk and/or significantly disrupts client services or places clients at risk. When such events occur, COA will coordinate efforts of the whole provider network in developing a response strategy and will also serve as the primary liaison to the local emergency management officials on behalf of the agency network. Providers are therefore expected to cooperate with these efforts and make their resources available to respond in a crisis.

COA's Continuity of Operations Plan (COOP) for responding to emergencies is activated at the discretion of the CEO and/or the Senior Leadership Team and may be activated if any of the following circumstances apply:

- Operational capacity has been or is likely to be impacted for more than 72 hours.
- If client services have been or are likely to be disrupted for more than 24 hours.
- If clients are or are likely to be at risk.
- If the magnitude of the event requires significant mobilization of resources.

A weather alert or warning is issued by the National Weather Service and COA deems it necessary to prepare for weather which will significantly impact client services and business operations.

As emergencies do not always present themselves immediately and may develop over time, COA and the Provider must be able to recognize potential emergencies that place our operations or clients at risk. Clients may be at risk even if operations are not impacted, for example, a power outage during a heat wave.

### Provider Requirements in an Emergency

The Provider agrees to the following:

1. The Provider will have a continuity of operations plan. At a minimum, that plan will include a plan for back-up operations should the provider's main business location become unavailable.
2. In the event of an emergency, COA will activate their Continuity of Operations Plan and notify providers that the COOP is activated and provide a single point of contact for the providers. Unless otherwise specified, COA's Procurement and Provider Relations Manager will serve as the primary point of contact and the Director of Business Operations will serve as the backup. Notification may be made by email, telephone, or website.
3. COA will take the lead in coordinating the response, unless COA's operations are significantly impacted by the emergency. The Provider will work with COA to coordinate the response. The Providers agree to follow the instructions provided by COA and local EMA officials. The Provider will deploy available resources to aid in the response effort even if the activity is outside the normal course of operations. This may include:

- a. Not closing operations, and standing ready to step up operations and services; Providing services beyond the provider's traditional territory;
  - b. Deploying the provider's resources in different ways to include the provider's facility(s), equipment, staff, and resources (e.g., using the senior center as emergency shelter/housing).
4. The provider will notify COA immediately if the Provider is unable to provide services for which they are contracted and/or provide emergency response support as requested.
5. Providers will report information to COA immediately if they believe a situation is developing that may severely impact their operational capacity or place clients at risk and/or upon request of COA or emergency management officials.
6. The provider will notify COA immediately if the Provider has information about changes to client needs during an emergency.
7. COA will work with providers to seek funding, as available from other sources which become available when a state of emergency is declared, in the event the providers incur unfunded expenses in the effort to maintain client safety, sustain critical services, and/or meet critical needs not covered, but required due to the crisis. Providers will therefore track their expenses during crisis situations where COA has activated the COOP.
8. The Provider will participate in readiness activities such as planning for emergencies, table top and other exercises, and providing contact and other organizational information.

## APPENDIX B: SAMPLE TITLE III AGREEMENT

### SERVICE AGREEMENT

between

**COUNCIL ON AGING OF SOUTHWESTERN OHIO**

and

<<PROVIDER NAME>>

**Funded by THE OLDER AMERICANS ACT OF 1965, AS AMENDED, Part A through E, including the Nutrition Services Incentive Program (“NSIP”) and Senior Community Services State Subsidy**

**DATE through DATE**

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ATTACHMENT E – EMERGENCY PREPAREDNESS PLAN

THIS AGREEMENT (“Agreement”) is entered into by and between Council on Aging of Southwestern Ohio, hereinafter “COA,” and <<PROVIDER>>, hereinafter “Provider,” is effective <<DATE>>.

WHEREAS, COA is authorized by the Ohio Department of Aging (“ODA”) to receive and disburse funding from Title III of the Older Americans Act of 1965, as amended (“OAA”), Nutrition Services Incentive Program (“NSIP”), and Senior Community Services State Subsidy, and other funds, and to monitor the expenditure of such funds to assist in the provision of nutrition/social services to persons aged 60 and older, and/or their caregivers (Title III-E) and in order to promote independent living, and thereby reduce unnecessary institutionalization; and

WHEREAS, Provider submitted a proposal in response to a Request for Proposal to Provide Services funded by Title III of the Older Americans Act, Nutrition Services Incentive Program, and Senior Community Services State Subsidy (“RFP”) released by COA on March 18, 2019; and

WHEREAS, COA accepted Provider’s Proposal and desires to enter into an Agreement with the Provider to define the terms and conditions under which Provider is to furnish and bill for services provided.

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

Provider shall serve the geographic area detailed in Provider’s accepted Proposal, incorporated herein by reference;

Provider shall satisfy the service needs of older persons (individuals who are 60 years of age or older) with the greatest economic and social needs with particular attention to older persons who are low-income, who are low income minorities, who have limited proficiency in the English language, who reside in rural areas, and those who are at risk for institutional placement.

Provider shall provide only those services marked below and shall provide the services in compliance with the specifically identified in rule 173-3-06 and rules 173-4-05 thru 173-4-09 of the Ohio Administrative Code (“OAC”) or the COA Service Specification, whichever is applicable to the specific service:

- Respite - Adult Day Service Rule (see service specification)
- Alzheimer’s Education (see service specification)
- Caregiver Services FCSP – Support Group (see service specification)
- Caregiver Services FCSP – Counseling (see service specification)
- Congregate Nutrition Service (see service specification)
- Home Delivered Meals Rule (see service specification)
- Legal Assistance (see service specification)
- Ombudsman (see service specification)
- Respite - Personal Care (see service specification)
- Recreation (see service specification)
- Supportive Services (see service specification)
- Transportation Rule (see service specification)

Provider shall meet all COA specific objectives for giving service priority to specific consumer groups.

Provider shall request reimbursement for services provided within the time frames established by COA and in a format prescribed by COA.

Provider shall have, and maintain during the entire term of this Agreement, a computer with high speed Internet access (minimum DSL and/or cable modem), and a printer either connected directly to the computer used for accessing the Internet, or available as part of a local area network; and shall ensure it can connect to the Internet and access Wellsky Aging & Disability System (Wellsky) formerly known as SAM, the web-based application used for reporting.

## **SECTION I - SERVICES AND REVENUE**

- A. Under this Agreement, Provider shall provide the services identified on the Service and Funding Schedule ("Schedule") of this Agreement, in the service unit specified, and at the reimbursement unit rate indicated on the Schedule for a total dollar amount not to exceed the amounts listed under "Title III," "Senior and Community," "NSIP," and Total Funding. (The Schedule is attached hereto this Agreement, and made a part hereof.)
- B. Provider shall furnish the required "Minimum Match" (as stated on the Schedule), derived from non-federal sources, of total program costs as specified for each service category.
- C. Funding is contingent upon COA's receipt of the projected Title III/NSIP and/or State funds from ODA and subject to the terms and conditions stated herein. COA has the right to disburse and/or retain funds as it determines best benefits the program, subject to the terms and conditions under which the funds were allocated and the terms and conditions stated herein.
- D. Although the Agreement is for 36 months, through September 30, 2022, the funding as indicated on the Schedule is only awarded for the Title III 2020 program year, October 1, 2019 through September 30, 2020. Funding will be awarded for program years 2021 (October 1, 2020 through September 30, 2021) and 2022 (October 1, 2021 through September 30, 2022), at COA's sole discretion based on, but not limited to: provider performance, available funding, program requirements and priorities, consumer needs, and COA's Mission and Vision.
- E. COA at its sole discretion may adjust Schedules, which includes rates and units, based on Provider performance or lack thereof, unforeseen situations, change in funding, change in law, or to best meet the needs of consumers or the program. Additionally, COA, at its sole discretion, at times during the term of this Agreement may offer Provider an opportunity to request unit revisions to the Schedules. Such revisions shall be requested in writing in a format provided by COA and must be submitted with written justification for the requested revision. No such revisions shall be considered in effect until COA has received the signed revised schedule from Provider.
- F. All sources of revenue shall be expended for the benefit of services stated on the Schedule.

- G. Provider will not be reimbursed for any service unless a valid Agreement is in place at the time the service is provided. The Agreement is not valid until it has been signed by authorized representatives from both COA and Provider.

## **SECTION II - EARNING AND DISBURSING OF FUNDS**

- A. Title III, NSIP, and/or State funds are earned under the following conditions:
  - 1. Upon providing units of service to persons age 60 and over, and/or caregivers (if expending Title III E funds) in compliance with the rules as stated in the OAC.
  - 2. Upon submission of the required data in SAM and/or other reports as required by COA, documenting the delivery of such service.
  - 3. Upon furnishing the "Required Minimum Match" of total program costs from non-federal sources for each service category.
- B. Provider will be reimbursed monthly by COA, contingent upon the conditions of this Agreement being met and Provider timely invoicing for services delivered according to a "Billing and Payment Schedule" available in the Service Providers section on COA's website, [www.help4seniors.org](http://www.help4seniors.org). COA will issue payment directly to the Provider via Electronic Funds Transfer (EFT). COA will not issue payment to any third-party, even if directed to do so by the Provider.
- C. Compensation will be based on the unit rate as listed on the Schedule and the actual units provided during the previous month of this Agreement as reported by the Provider using Wellsky. Total dollars reimbursed under this Agreement will not exceed the amounts listed on the Schedule. COA retains the right throughout the term of this Agreement to issue revisions to the Schedule, including unit rates, units planned, and dollars, if Provider's performance, change in funding, or other conditions warrant such action.
- D. In the event Provider is paid for services not allowable under the terms of this Agreement, the amount of overpayment will be deducted from future reimbursements to Provider. If the amount of future reimbursement is insufficient to cover this obligation, or if final payment to Provider under this Agreement already has been made, then Provider shall refund the overpayment amount to COA within ten (10) business days of receiving the written request for repayment.
- E. If necessary, adjustments may be made by COA, at intervals to be determined by COA, in order to reconcile differences between COA's disbursement of Title III/NSIP and/or State funds to Provider and the earning of such funds by Provider.
- F. Provider shall report the "Required Minimum Match monthly." Additionally, Provider shall furnish COA with proof of the "Required Minimum Match" upon request of COA. Failure to report the match or provide such proof may result in Provider remitting to COA, upon demand, all unearned funds.
- G. Provider shall maintain a service utilization rate of at least 90% for each service provided pursuant to the Agreement. For any service for which the Provider does not maintain an 90% service utilization rate, COA, in its sole and absolute discretion, retains the right to adjust funding, terminate the specific service from the Provider Agreement, or take such other action to benefit the program, up to and including, terminating the Agreement for all services the Provider is contracted to provide pursuant to the Agreement.

- H. The Provider is required to collect and report program income to COA as outlined in the service specification using a method established by COA. The current method of reporting program income is through an internet site called Zoomerang. COA reserves the right to change the method for submitting program income.

Provider shall allow and encourage voluntary contributions for services reimbursed with OAA funds:

1. Offer each consumer an opportunity to contribute voluntarily to the cost of the service.
2. Clearly inform each consumer that there is no obligation to contribute and that the contribution is purely voluntary.
3. Protect the privacy of each recipient with respect to the consumer's contribution or lack of contribution.
4. Establish appropriate procedures to safeguard and account for all contributions.
5. Use all contributions collected to expand the services under Title III/NSIP and or State funds for which the contributions were given.
6. Have a written policy that incorporates all of the above and is available for service recipients.

Provider may develop a suggested contribution schedule for services; however, Provider must consider the income ranges of older persons in the community. Means tests are not allowed. Provider may not deny any older person a service because the older person will not or cannot contribute to the cost of the service

- I. For Services that require cost sharing (see OAC Rule 173-3-07 and the Service Specifications available at [www.help4seniors.org](http://www.help4seniors.org)), provider shall establish a consumer cost sharing policy that includes:

1. 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, which are updated periodically in the federal register by the U.S. Department Of Health And Human Services under 42 U.S.C. 3302 (2);

SLIDING-FEE SCHEDULE	
INCOME LEVEL	SUGGESTED COST SHARE
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%

2. A requirement to determine the consumer's individual income solely by the consumer's self-declaration with no requirement for verification;
  3. A procedure for collecting consumer cost-sharing payments from a consumer receiving consumer-directed services;
  4. A requirement to distribute written materials to consumers that explain: (a) The services subject to consumer cost sharing; (b) The procedure for sharing costs; (c) The sliding-fee schedule; and, (d) That a provider may not decline to provide a service because a consumer fails or refuses to share costs.
  5. A requirement to provide a receipt to a consumer or family caregiver who makes a payment;
  6. A procedure for safeguarding and accounting for all consumer cost-sharing funds collected;
  7. A requirement to retain records of all consumer cost-sharing funds collected;
  8. A requirement to keep the consumer's declaration of income (or non-declaration of income) and cost-sharing payment history confidential; and,
  9. A requirement to use the funds collected from consumer cost sharing to expand the capacity to provide the service for which the funds were given.
- J. Unexpended (left over) funds held by Provider at conclusion/termination of this Agreement shall be returned to COA.
- K. Provider shall return to COA any funds received for providing services if the provision of the service did not comply with the OAC, the Ohio Revised Code ("ORC"), or any other law that regulates the provider or the services provided.

### **SECTION III - RECORDS AND DOCUMENTATION, CONTROL POLICIES AND MONITORING**

#### **A. RECORDS AND DOCUMENTATION**

1. Provider is required to store consumer records in a designated locked storage space.
2. Provider shall insure that any records relating to costs, work performed, supporting documentation for payment of work performed, all deliverables, and any other records necessary to fully disclose the extent of services provided under this Agreement are maintained and made available at all reasonable times for auditing or monitoring by COA, ODA, the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government (or designees of any of these entities). The above listed records and documentation are to be retained for not less than three (3) years from the expiration of this Agreement or submission of final report (whichever is later). If a monitoring or audit is initiated within the three (3) year period, the Provider shall retain the records until the monitoring or auditing is concluded and all issues or exceptions are resolved, even if doing so requires the provider to retain records for more than three (3) years.
3. 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 COA 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 and Accountability Act of 1996 (HIPAA), as Amended, and all other regulations applicable to the program(s) under which this Agreement is funded.

4. Provider shall not use or disclose any information concerning a consumer for any purpose, directly associated with the provision of services, unless the provider has written documentation of the consumer's consent to do so.
5. 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.

B. CONTROL POLICIES AND MONITORING

1. COA, ODA, the State Auditor, the Ohio Inspector General, the Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, shall at all times have the right to inspect the sites, products, procedures and plans of Provider, books, documents, papers, and records of Provider which are directly pertinent to the specific Agreement for the purposes of conducting an audit, examination, taking excerpts, and making transcriptions, determining compliance with all applicable laws and regulations of any kind and the terms and conditions of this Agreement.
2. COA's Contract Auditor will perform a compliance and financial review. This review shall include a comprehensive review of all applicable documentation including but not limited to a test of consumer eligibility, and a review of documentation to verify compliance with the non-Federal matching and all other contract requirements. Provider shall cooperate fully to accomplish said audit. The timing of the audit performed shall be at the discretion of COA.
3. Provider shall retain all records relating to costs, work performed, supporting documentation for payment of work performed and all deliverables pursuant to this agreement and will file it in a manner allowing it to be readily located for monitoring by COA, ODA, or their duly authorized representatives. Adequate measures will be taken by COA to insure that records of a confidential nature will not be compromised. It shall be the responsibility of Provider to obtain releases of information from program participants for any personal information found in the records, data files, etc., maintained by Provider. The release shall permit authorized COA representatives to examine said personal information for evaluation and monitoring purposes. If, in the judgment of COA, the Provider is found to be in violation of this section or unable to carry out its provisions, COA at its option, upon written notice may suspend, amend, or terminate this Agreement.
4. Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions directly related to the provisions of this Agreement. Provider agrees to accept the conclusions of, and to be bound by, the results of the audit(s) and to pay to COA, upon demand, within ten (10) business days after receipt of written notice to do so, the full amount as may be determined in any audit exception. COA, at its sole discretion, may establish a repayment plan for the Provider, or may recover funds from future payments due Provider.
5. Provider agrees to submit to COA a copy of the annual independent certified public audit of the funds (financial audit) earned by Provider pursuant to this Agreement. COA requires an audit for each year funds are expended under this Agreement. Copies of the financial audit of funds expended under this Agreement are due within nine (9) months of the end of the program year (the program year ends September 30<sup>th</sup>). The auditor must use OMB Circular No. A-133 guidelines, if applicable. Non-submission or late submission of the required financial audit may be grounds to terminate this Agreement.

#### **SECTION IV - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED (“HIPAA”)**

Provider shall maintain adequate safeguards to prevent access, use or disclosure of individually identifiable health information. Provider agrees that it shall be prohibited from using or disclosing patient identifiable health information provided or made available for any purpose other than as expressly permitted or required by law and only after obtaining the consumer’s written, informed consent to do so. Provider ensures that any subcontractor or agent to whom it may disclose patient identifiable health information is bound by the confidentiality terms of this Agreement and by law. The Provider will retain consumer records in a secure manner, whether it is in a designated locked storage space, or within a secure, password protected, electronic file format.

#### **SECTION V - INDEMNIFICATION**

Provider hereby agrees to indemnify COA, together with its trustees, members, directors, officers, employees and agents (collectively, the “COA Parties”), and to hold the COA Parties harmless from and defend the COA Parties against any and all claims, demands, losses, liabilities, costs and expenses (including but not limited to reasonable attorney’s fees and court costs) arising in connection with or resulting from any breach or violation of this Agreement by Provider or negligent acts or omissions of Provider or anyone acting on Provider’s behalf.. This indemnification is not to be construed as a waiver of any and all defenses that Provider has against COA, Nothing herein shall limit the right of COA to participate in its own defense.

#### **SECTION VI - APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ESTABLISHED POLICIES AND PROCEDURES**

- A. 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 area agency on aging. The agreement is subject to federal laws and rules, state laws, and ODA’s rules.
- B. Provider shall conform to the requirements of all applicable federal, state and local laws, federal circulars, regulations, and established policies and procedures incorporated by reference herein, including, but not limited to the following, all as may be amended from time to time:
  - 1. Older Americans Act of 1965, as Amended
  - 2. OAC, including but not limited to, Chapter 173-3-01 - 173-3-09 the rules relating to provider contracts and service delivery and Chapter 173-4-01 - 173-4-09 relating to nutrition and nutrition related services;
  - 3. COA Policies and Procedures, including Service Specifications;
  - 4. Provider’s Proposal submitted in response to “Request For Proposal From Established Organizations To Provide Services Funded By Title III Of The Older Americans Act, NSIP and Senior Community Services State Subsidy;”
  - 5. Civil Rights Act of 1964, as Amended;

6. Section 504 of the Rehabilitation Act of 1973, as Amended, if direct services are provided on the premises;
  7. Age Discrimination Act of 1975, as Amended;
  8. Federal Fair Labor Standards Act of 1938 (FLSA), as Amended, including but not limited to the provisions of FLSA relating to payment for travel time; payment for all hours worked and payment of the minimum wage and overtime;
  9. Age Discrimination Act of 1975, as Amended;
  10. Age Discrimination in Employment Act of 1967, as Amended;
  11. Americans with Disabilities Act of 1990;
  12. State and local health, fire, safety, zoning, and sanitation codes;
  13. Drug Free Workplace Act of 1988.
  14. Federal, State, and local regulations regarding taxes, unemployment, Workers Compensation, etc.
  15. Health Insurance Portability and Accountability Act ("HIPAA").
  16. Family Medical Leave Act ("FMLA") and
  17. Uniformed Services Employment and reemployment Rights Act ("USERRA").
- B. Provider shall, at its sole cost, comply with the criminal records background check requirements in accordance with ORC Section 173.38 and OAC Rule 173-9-01 through 173-9-10.
- C. Provider shall incorporate the foregoing requirements in all subcontract agreements for work hereunder.
- D. Provider shall, upon request, furnish COA with Provider's payment of wages policy, as evidence of compliance with the Fair Labor Standards Act.

## **SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY**

- A. In carrying out this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status. Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status. Such action shall include but not be limited to the following: Employment; Upgrading; Demotion or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and selection for Training, including Apprenticeship.
- B. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider will comply with all applicable Federal and State non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status.
- C. Provider shall incorporate these requirements in all subcontracts for work completed under this Agreement.

- D. Provider shall update its Affirmative Action Plan annually, and upon request, shall furnish COA with its antidiscrimination and affirmative action plan as evidence of compliance with Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Executive Order 11246 and Revised Order No 4, if applicable, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

## **SECTION VIII - DEBARMENT AND SUSPENSION**

Provider certifies by entering into this Agreement, that neither it nor its principals are listed on the non-procurement portion of the General Services Administration's "Excluded Parties List System" ("EPLS") and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. The term 'principal' for purposes of this Agreement is defined as an officer, director, owner, member, manager, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider's business. Provider shall notify COA immediately in the event it becomes aware of any such actual or proposed debarment, suspension, ineligibility, or voluntary exclusion

## **SECTION IX - INSURANCE**

- A. Provider, at Provider's sole cost and expense, shall carry and maintain in full force, with no interruption of coverage during the term of this Agreement the following:
1. Comprehensive general liability insurance not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance certificate shall name "Council on Aging of Southwestern Ohio (COA<sup>SM</sup>)" as an additional insured and shall include a provision that requires written notice to COA at least thirty (30) days in advance of any change, cancellation, or non-renewal of coverage.
  2. Third Party Fidelity or similar insurance covering consumer loss due to theft of consumer's property or money, or property damage, by any employee or volunteer of Provider. Additionally, Provider shall furnish COA with a written procedure describing the step-by-step instructions a consumer must follow to file a claim.
  3. Workers Compensation coverage for the State(s) in which the employees are eligible for benefits.
  4. Fidelity bond covering all individuals authorized by the Provider to collect and/or disburse funds.
  5. Automobile liability insurance, as applicable, covering all vehicles leased or owned by provider that are used or operated to deliver of service(s) provided under this Agreement. i.e. transportation, adult day service transportation, meals delivery. The Certificate of Insurance shall indicate Provider has the appropriate coverage against claims for injury and/or death in the amount not less than \$1,000,000 per occurrence, unless there is a greater amount otherwise required by the OAC or other federal, state, or local rules under which the Provider is required to operate.
  6. Professional liability insurance for providers of Adult Day Services, and legal assistance insuring Provider and such professionals against any and all claims, actions, causes, cost and expense relating to or arising out of the performance of services under this Agreement. The

minimum amount of coverage shall be \$2,000,000 for each incident and \$2,000,000 annual aggregate.

- B. Provider further agrees that in the event its commercial general liability policy or professional liability policy (if required) is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured notwithstanding the termination of this Agreement.
- C. Provider shall have all the above described insurance in full force and in effect prior to the commencement of services under this Agreement. The insurance must be maintained through a carrier licensed to provide insurance in Ohio and reasonably acceptable to COA.
- D. Provider understands it is responsible for ensuring a current Certificate of Insurance is received by COA's Provider Services department whenever a change is made to the Provider's insurance coverage including, but not limited to, change in insurance carrier(s), change in coverage, renewal of coverage.
- E. Cancellation or non-renewal of required insurance, or not furnishing COA with evidence of required insurance coverage shall be grounds for COA to suspend or terminate this Agreement.
- F. The insurance required under this Agreement shall cover the acts or omissions of both paid employees and volunteers working for Provider.
- G. Provider shall require the same amount of insurance from all subcontractors utilized under this Agreement.

## **SECTION X - AMENDMENT / MODIFICATION**

This Agreement may not be amended or modified except through a written instrument signed by both parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in a correlative modification to this Agreement, without the necessity for executing a written amendment.

## **SECTION XI - TERMINATION**

Except as otherwise provided herein, either party may at any time during the term of this Agreement or any extension thereof, with or without cause and without having to show a breach, terminate this Agreement, or any service(s) offered pursuant to this Agreement by giving sixty (60) days' notice in writing to the other party of its intention to do so. Provider must notify COA in writing of its intent to terminate this Agreement prior to notifying consumers being served by Provider for COA under this Agreement of such termination. In addition, this Agreement, or any service(s) offered pursuant to this Agreement, may be suspended or terminated at any time (without 60 days written notice) by COA for good and just cause as determined within the sole discretion of COA, including but not limited to, unsatisfactory Provider performance, funding decline, or if a situation arises that was unforeseen at the time the parties entered into this Agreement. Examples of unsatisfactory Provider performance include, but are not limited to, not maintaining the required 90% utilization rate for all services contracted to Provider pursuant to this Agreement. Examples of unforeseen situations include, but are not limited to,

a change in market condition or a change in law that regulates the service(s) or program offered pursuant to this Agreement. In the event funds to finance this Agreement, or part of this Agreement, become unavailable, the parties will make best efforts to provide twenty (20) days written notice to the other party prior to termination. COA shall be final authority as to the availability of federal, state, or local funds.

Additionally, COA may terminate this Agreement without obligation or liability to COA if ODA determines, through the appeals process or through monitoring, that this Agreement was entered into inappropriately.

## **SECTION XII - ASSIGNABILITY**

- A. Provider shall not assign, subcontract, or transfer its rights and duties under this Agreement without the prior written consent of COA, which may be withheld in COA's sole and absolute discretion. COA and Provider each bind themselves, their permitted successors and assignees to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, trustee, employee or agent of either COA or Provider.
- B. If Provider is being purchased by, or merged with, another entity (even if the purchasing/merging entity has an existing Agreement with COA), the Provider shall provide written notice to COA at least sixty days (60) prior to the effective date of such merger or purchase. Provider must notify COA prior to notifying consumers being served by Provider for COA under this Agreement of such purchase or merger. Provider acknowledges that a purchase of or merger with another entity may affect the terms of this Agreement. Upon receipt of written notification, COA will notify Provider of any effect such a merger or purchase will have on this Agreement.
- C. If Provider subcontracts any services offered under the Agreement, Provider is solely responsible for assuring subcontractor(s) meet all applicable terms and conditions of this Agreement and all applicable federal, state, and local laws and regulations. Such subcontracts shall be in writing, current, and available to COA upon request.

## **SECTION XIII - NOTICE REQUIREMENTS**

Whenever, under this Agreement, notice is required to be given, it shall be in writing and shall either be hand-delivered, sent via the United States Postal Service certified mail, or sent prepaid, return receipt requested, via an overnight express carrier to the party to receive the notice at:

If to COA to: Council on Aging of Southwestern Ohio  
175 Tri County Parkway  
Cincinnati, OH 45246

Attention: Suzanne Burke  
Chief Executive Officer

If to Provider to:

<<PROVIDER NAME>>  
<<PROVIDER ADDRESS>>  
<<PROVIDER ADDRESS>>

Attention: <SIGNATORY NAME>  
<SIGNATORY TITLE>

## **SECTION XIV - MISCELLANEOUS**

### **A. APPEALS:**

Provider shall have the right of appeal regarding actions taken by COA pertaining to this Agreement per the COA Appeals Process Policy and OAC Rule 173-03-09. (See Appendix D of the 2019 Title III RFP)

### **B. CONFLICT OF INTEREST:**

Provider agrees to have in force a written conflict of interest policy that, at a minimum:

1. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.
2. Provides that no employee, board member, or other person who exercises any decision-making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency.
3. Assures that no immediate family member of any person(s) employed by the Provider can be a member of the Provider's Board of Trustees or ruling body.
4. Assures that no purchase of supplies, vehicles, or equipment is made with COA funds from any person(s) employed by the Provider or from an immediate family member of any employee. An immediate family member is defined as spouse, parent, grandparent, brother, sister, child, or in-law.

### **C. RELATIONSHIP OF THE PARTIES:**

It is mutually understood and agreed that Provider is and shall at all times be considered to be engaged by COA to perform services pursuant to this Agreement as an independent contractor. Provider is not an agent or employee of COA by virtue of this Agreement. COA shall neither have nor exercise any control or direction over the methods by which Provider shall perform Provider work and functions under this Agreement, provided that all services shall at all times be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement and applicable law.

Provider shall not make any monetary, material or “in kind” contribution of any nature to COA or any COA staff member, manager, trustee, officer or agent.

**D. MEDIA, PUBLIC RELATIONS, AND OUTREACH:**

Provider shall collaborate with COA to help ensure that media relations, public information, and outreach related to the Title III Program are mutually beneficial to the Provider and to COA including any use of social media.

Any Title III outreach campaigns, including media relations, shall be coordinated with the COA Communications Director prior to planning such campaigns.

Per OAC rule 173-3-06, Section (B)(4)(b) , 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.

Program information, whether in print or electronic format, shall include, at a minimum, the COA Agency Partner logo and a statement that the program or service receives funds administered by Council on Aging of Southwestern Ohio. Formats for such information include, but are not limited to, brochures, annual reports, news releases, media interviews, and web site content. News releases do not have to include the COA Partner Logo, but if the news release concerns a Title III-funded program or service, it should state that the program receives funds administered by Council on Aging of Southwestern Ohio. In media interviews, there should be informal, verbal acknowledgement of COA. In the spirit of this agreement, Provider should include the COA Agency Partner logo in paid advertisements whenever this is possible without incurring additional expense due to increased advertisement size. The COA Agency Partner logo can be downloaded from the COA website, [www.help4seniors.org](http://www.help4seniors.org), under Service Provider Information. Or, upon request to the Communications Director, COA will furnish Provider with logo in digital format.

If Provider has a website that includes content about the Title III Program, Provider shall establish and maintain a link from the TITLE III section to the COA website, [www.help4seniors.org](http://www.help4seniors.org).

If contacted by the news media regarding any major unusual incident, Provider is not to respond to the media inquiry, but must immediately, as soon as possible within one hour, contact COA’s Communications Manager by phone or e-mail. For major unusual incidents see paragraph “E” of this section.

COA Communications Manager can be reached by phone at (513) 345-3315 or (513) 509-9211 (mobile phone) or e-mail [Psmith@help4seniors.org](mailto:Psmith@help4seniors.org).

Although information about and generated under this Agreement may fall within the public domain, Provider will not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the COA Communications Director, unless Provider is required to release requested information by law.

Except where COA approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award,

Agreement terms and conditions, Agreement scope of work, government-furnished documents COA may provide to Provider to fulfill this Agreement scope of work, deliverables required under this Agreement, results obtained under this Agreement, and impact of Agreement activities. If contacted by the media about this Agreement, Provider agrees to notify the COA Communications Director in lieu of responding immediately to media queries. If it is not feasible for the Provider to contact the Communications Director first, the Provider may discuss with the media general service provision only as related to this Agreement.

Nothing in this section is meant to restrict Provider from using Agreement information to market to specific consumers or prospects.

Provider shall not make any monetary, material or "in-kind" contribution of any nature to COA or any COA staff member, manager, trustee, officer or agent.

COA reserves the right to announce to the general public and media: award of this Agreement, Agreement terms and conditions, scope of work under this Agreement, deliverables and results obtained under this Agreement, impact of Agreement activities, and assessment of Providers' performance under this Agreement.

**E. MAJOR UNUSUAL INCIDENT (INCLUDING ABUSE, NEGLIGENCE, OR EXPLOITATION)**

Provider shall have a written policy detailing procedure for reporting major unusual incidents.

Provider shall notify COA of any and all major unusual incidents that impact the Provider and/or any consumer served pursuant to this Agreement. The notification shall be phoned or e-mailed to COA's Manager of Provider Services immediately, within one hour, after the Provider becomes aware of the major unusual incident. Provider agrees to furnish, upon request of COA, any reports relating to such incident and to cooperate with COA and/or its authorized representatives in any investigation of any major unusual incident.

A major unusual incident is any alleged, suspected, or actual occurrence of an incident/event that could adversely affect the health or safety of a consumer, the credibility of Provider's staff or organization, or any incident in which COA or Provider may have liability. Major unusual incidents include, but are not limited to: abuse; neglect; suspicious accident; death from abuse, neglect, serious injury, or any reason other than natural causes; criminal or suspected criminal acts; a police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which COA or Provider may have liability; lawsuit or potential lawsuit.

Additionally, 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, and has the consent of the consumer in accordance with section 5101.63 of the Revised Code.

**F. SPECIAL CONDITIONS**

Provider also agrees to the following special conditions:

1. Immediately notify COA's Manager of Provider Services of any incident that poses a health risk or may be viewed as a risk to the health and safety of any consumer. COA's Manager of Provider Services can be reached by phone at (513) 721-1025.
2. Notify COA's Manager of Provider Services of any interruption in service to all consumers or to a significant number of consumers served by Provider.
3. Include the phrase "Funded by the Ohio Department of Aging through Council on Aging of Southwestern Ohio" on all program literature purchased with Title III or State funds and whenever possible include the COA logo. (See section D above for usage information and instructions on obtaining logo.)
4. Menus of all Title III meals served under this Agreement must be approved by COA's dietitian or nutrition personnel.
5. Designated staff members, as applicable, are trained in first aid and CPR procedures.
6. Maintain an advisory council or Board of Trustees.
7. Assure that where State or local public jurisdictions require licensure for the provision of services, Provider will be licensed.
8. Cooperate with COA 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 or a local emergency management official declares that the Provider's service area is a disaster area. COA may also call upon Provider to assist in times of other disaster or emergencies as deemed necessary by COA.
9. Fulfill all NAPIS reporting requirements of ODA and COA.
10. Provider using the caterer or caterers designated by COA (each a "Caterer") as the vendor (meal preparation and delivery) for meals provided by the Caterer agrees to process payment to the Caterer within forty-five (45) days of receipt of invoice from the Caterer.
11. All meals supervisors shall attend meal supervisor training sessions and meetings sponsored by COA.
12. Provider will ensure that no information about, or obtained from, an individual and in its possession will be disclosed in a form identifiable with an individual without the informed consent of the individual. Lists of older persons compiled pursuant to the provision of Information and Referral will be used solely for the purpose of providing social services, only with the informed consent of each individual on such list.
13. Unless Provider has received a prior waiver from COA, Provider agrees to use the food service vendor specified by and under contract with COA (hereafter referred to as food service vendor) as the vendor for all Catered Meals. In order to ensure food quality and service, COA has conducted a bid process, selected and contracted with a food service provider to be the sole vendor for Catered Meals, whether served at a Congregate Meal site or served as Home Delivered Meals. Provider agrees to process payment to the food service vendor within forty-five (45) calendar days of receipt of monthly invoice from the food service vendor.
14. Provider will notify COA care management staff of any significant change that may necessitate a reassessment of the case-managed consumer's need for goods or services no later than one day after the provider is aware of a repeated refusal to receive goods or 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.
15. Provider will notify COA and the consumer in writing of the anticipated last day of service to a consumer in a care-coordination program no later than thirty (30) business 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 COA thirty (30) days before the anticipated last day of service. Provider shall also notify the consumer how he or she may reach a long-term care ombudsman.

**G. BREACH / WAIVER OF BREACH:**

If Provider has materially breached the terms of this Agreement, COA agrees to deliver to Provider a written notice detailing the nature of the breach and the timeframe within which the breach must be corrected (generally 10 days after receipt of the written notice thereof). If Provider has not corrected the breach within the timeframe specified by COA, COA, at its sole discretion, may sanction, suspend or terminate this Agreement upon written notice of such sanction, suspension or termination.

Notwithstanding anything herein to the contrary, in the event that COA determines Provider is in breach of this Agreement, COA shall have the right to withhold 5% of the next monthly payment due to Provider hereunder, pending Provider's cure of the breach to COA's satisfaction. In such event, one-half of said 5% withheld shall be paid to Provider upon cure of the breach, and the remaining one-half shall be paid to Provider 90 days after the cure of the breach so long as Provider is not then otherwise in breach of this Agreement. Such right to withhold is in addition to, and not in limitation of, COA's other rights and remedies under this Agreement or Ohio law in the event of Provider's breach of this Agreement.

Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to this Agreement.

**H. SEVERABILITY:**

If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

**I. PRIORITY OF DOCUMENTS:**

The Agreement, the RFP, the Application, the Ohio Department of Aging Current Administrative Rules and other documents referenced therein shall be read so as to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, the Ohio Department of Aging Current Administrative Rules shall control, then the provisions of this Agreement; then the RFP, then the Application, and then other documents referenced herein.

**J. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its rules as to conflicts of laws.

**K. DISPUTE RESOLUTION:**

The parties of this agreement acknowledge that despite best intentions, complaints and disputes can occur. To aid in the resolution of a complaint or dispute a Non-Disparagement Clause has been added to this Agreement. For the purposes of this section “disparage” shall mean any negative statement, whether written or oral about the other party. COA desires to resolve all complaints and disputes to the mutual satisfaction of all parties and has procedures in place for complaints and disputes to be addressed and resolved. As a part of this Agreement Provider affirms that neither it nor any of its officers, employees, or board members will publicly criticize, disparage or defame COA, or its products, services, policies, officers, employees or board members, with any written or oral statement or image, including, but not limited to, any statements made via websites, blogs, and postings to the internet, or email. This non-disparagement clause does not limit the Provider or any of its officers, employees or board members, the right to make statements to any government or law enforcement agency regarding criminal wrong doing. Also as a part of this Agreement COA affirms that neither it nor any of its officers, employees, or board members will publicly criticize, disparage or defame Provider, or its products, services, policies, officers, employees or board members, with any written or oral statement or image including, but not limited to, any statements made via websites, blogs, postings to the internet, or email. This non-disparagement clause does not limit COA or any of its officers, employees or board members the right to make statements to any government or law enforcement agency regarding criminal wrong doing.

Provider agrees that any disputes between Provider and COA which are unable to be resolved between the parties shall be resolved in accordance with the applicable requirements, if any, under the agreement between COA and the County with respect to the delivery of services reimbursable with Levy funds.

**L. CONTINUITY OF OPERATIONS:**

Provider should have a plan in place to ensure continuity of operations in the event of an emergency and other contingencies, including but not limited to weather related situations. The provider will notify COA immediately if the Provider is unable to provide services for which they are contracted and/or provide emergency response support as requested. This includes, but is not limited to, closing for the day for weather related reasons. Providers will report information to COA immediately if they believe a situation is developing that may severely impact their operational capacity or place clients at risk and/or upon request of COA or emergency management officials. The provider will notify COA immediately if the Provider has information about changes to client needs during an emergency.

**M. CONFIDENTIALITY:**

Confidential, proprietary, and trade secrets may be shared only with and among those contracted or subcontracted to provide services under this agreement and only for the purpose

of fulfilling the requirements of this contract. Provider agrees to maintain confidentiality to the extent permissible by law.

**N. NOTICES & REPORTING:**

To the extent neither prohibited by law nor violative of applicable privilege, Provider agrees to provide notice to COA, and shall provide follow-up information reasonably requested by COA regarding the nature, circumstances, and disposition, of: (a) the result of any litigation brought against Provider or any of its employees, that is related to the provision of COA Services or Covered Services; (b) the result of any investigation initiated by any government agency or program against or involving Provider or any of its employees that does or could materially impact and/or adversely affect Provider's licensure, or certification to participate in the Medicare, Medicaid or other Government Programs; (c) any change in the ownership or management of Provider other than a change in which beneficial ownership and control remains with the existing owners, directors, or officers; and (d) any material change in services provided by Provider or licensure status related to such services that has a material impact on the delivery of services under this Agreement. Provider agrees to use best efforts to provide COA with prior notice of, and in any event will provide notice as soon as reasonably practicable notice of, any actions taken by Provider described in this Section.

**SECTION XV - TERM OF THE AGREEMENT**

This Agreement by and between Provider and COA shall be effective <<DATE>> and shall remain in effect, unless amended or terminated by one or both of the parties, through <<DATE>>.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior Agreements and understandings, whether written or oral.

All provisions in this Agreement that by their terms must necessarily be performed after termination or expiration of this Agreement (e.g., records retention, auditing requirements, etc.) shall survive such termination or expiration.

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

**Provider:**

<<PROVIDER NAME>>  
<<PROVIDER ADDRESS>>  
<<PROVIDER ADDRESS>>

\_\_\_\_\_ Date: \_\_\_\_\_  
<Signatory Name>  
<Signatory Title>

**COA:** Council on Aging of Southwestern Ohio  
175 Tri County Parkway  
Cincinnati, OH 45246

\_\_\_\_\_ Date: \_\_\_\_\_  
Suzanne Burke  
Chief Executive Officer

**APPENDIX C: SAMPLE BUSINESS ASSOCIATE AGREEMENT**  
**COUNCIL ON AGING OF SOUTHWESTERN OHIO**

**WHEREAS**, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 (“Privacy Rule”); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the “Security Rule”); (3) regulations requiring certain transmissions of electronic data be conducted in standardized formats at 45 CFR Subpart I of Part 162 (the “Electronic Transactions Rule”); and (4) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

**WHEREAS**, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the “HIPAA Rules” shall be deemed to include the Privacy Rule, the Security Rule, the Electronic Transaction Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

**WHEREAS**, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

**WHEREAS**, Council on Aging of Southwestern Ohio (“Covered Entity”) has engaged \_\_\_\_\_ (“Business Associate”) to perform services pursuant to an agreement to provide service to Covered Entity, which may be described in a separate contract (the “Services Arrangement”) and Business Associate may receive Protected Health Information from Covered Entity, or create and receive such information on behalf of Covered Entity in the performance of services on behalf of Covered Entity. Covered Entity and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

**NOW THEREFORE**, Covered Entity and Business Associate agree as follows:

**1. GENERAL HIPAA COMPLIANCE PROVISIONS**

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules by the compliance dates established under such rules to the extent necessary to enable Covered Entity to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the

parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Relationship.** The relationship of the Business Associate to Covered Entity is solely a contractual relationship and nothing in the Services Arrangement or this Agreement shall be interpreted as creating an agency relationship with the Business Associate under Federal common law.

## 2. OBLIGATIONS OF BUSINESS ASSOCIATE

### 2.1. Permitted Uses and Disclosures of Protected Health Information.

2.1.1. **Uses and Disclosures on Behalf of Covered Entity.** The Business Associate shall be permitted to use and disclose Protected Health Information for services Business Associate is providing to Covered Entity pursuant to the Services Arrangement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Services Arrangement.

2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose Protected Health Information received from, or created or received on behalf of, Covered Entity under the following circumstances:

2.1.2.1. **Use of Protected Health Information for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

2.1.2.2. **Disclosure of Protected Health Information for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.1.2.3. **Data Aggregation Services.** Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.504, relating to the health care operations of Covered Entity.

2.1.2.4. **Commercial Purposes.** Business Associate is only permitted to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, if (i) specifically required for the provision of services under the

underlying Services Arrangement; (ii) for treatment purposes; (iii) providing the individual with a copy of his Protected Health Information; or (iv) otherwise determined by the Secretary in regulations.

2.1.3. **Further Uses Prohibited.** Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from Covered Entity, or from any other Business Associate of Covered Entity, for any commercial purposes of Business Associate, including, for example, “data mining.” Business Associate shall not engage in any sale (as defined in HIPAA Rules) of Protected Health Information.

2.2. **Minimum Necessary.** Business Associate shall only request, use, and disclose the minimum amount of Protected Health Information necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with HITECH and the HIPAA Rules.

2.3. **Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information.** Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, Covered Entity, in a manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

2.4. **Required Privacy Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of Protected Health Information; and providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information. To the extent Business Associate will carry out one or more of Covered Entity’s obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Covered Entity in the performance of such obligations.

2.5. **Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.6. **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to Covered Entity any use or disclosure of Protected Health Information not provided for under this Agreement, of which Business Associate becomes aware, but in no event later than five business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors or representatives use or disclose Protected Health Information received from, or created or received on behalf of, Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors and representatives shall receive

training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.

## 2.7. **Security Rule.**

2.7.1. **Security Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.7.2. **Security Incidents.** Business Associate agrees to report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations which affect Electronic Protected Health Information created, received, maintained, or transmitted on behalf of Covered Entity of which Business Associate becomes aware. Business Associate agrees to also report to Covered Entity any attempted unauthorized access affecting Electronic Protected Health Information created, received, maintained, or transmitted on behalf of Covered Entity of which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. **Breach Incident Notifications.** Business Associate agrees to notify the applicable Covered Entity of any disclosure of Unsecured Protected Health Information that may constitute a Breach (a "Breach Incident") within 10 days from the date of discovery.

2.8.1. **Information About Breach Incident.** Business Associate shall provide a report to Covered Entity within 15 days of discovery of a Breach Incident except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the required information as soon as possible and without unreasonable delay, but in no event later than 30 calendar days from the date of discovery of a Breach Incident. A Breach Incident will be treated as discovered in accordance with 45 CFR

§164.410. The Business Associate's report shall include: (i) the date of the Breach Incident; (ii) the date of discovery of the Breach Incident; (iii) a list of each individual whose Unsecured Protected Health Information has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach Incident; (iv) a description of the type of Unsecured Protected Health Information involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of the risk of harm to the affected individual.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between Covered Entity and Business Associate, if Covered Entity determines that the disclosure of Unsecured Protected Health Information constitutes a Breach, Covered Entity shall be responsible to provide notification to individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by 45

CFR 164 Subpart D. Business Associate agrees to pay actual costs for notification and of any associated mitigation incurred by Covered Entity, such as credit monitoring, if Covered Entity reasonably determines that the Breach is significant enough to warrant such measures.

**2.8.3. Investigation and New Procedures.** Business Associate agrees to investigate the Breach Incident and to establish procedures to mitigate losses and protect against future Breach Incidents, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

**2.9. Individual Requests.** Covered Entity and Business Associate acknowledge that Individuals have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their Protected Health Information. Business Associate further understands that Covered Entity has developed specific policies and procedures to be followed for Individuals who make such requests as an exercise of their rights under the Privacy Rule. A request by an Individual or such Individual's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the Individual's Protected Health Information is referred to herein as a "Formal HIPAA Request."

**2.9.1. Access to Protected Health Information.** Within 10 days of Covered Entity's request on behalf of an Individual, Business Associate agrees to make available to Covered Entity any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of, Covered Entity in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such request. If Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enables Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

**2.9.2. Amendment of Protected Health Information.** Within 10 days of Covered Entity's request, Business Associate agrees to make available to Covered Entity any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of, Covered Entity so Covered Entity may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. Business Associate shall incorporate any amendments to Protected Health Information into any and all Protected Health Information Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an Individual requesting Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such request. Covered Entity shall have full discretion to determine whether the requested amendment shall occur.

**2.9.3. Accounting of Disclosures.** Business Associate shall maintain, beginning as of the date Business Associate first receives Protected Health Information from Covered Entity, an accounting of those disclosures of Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity which are not excepted from disclosure accounting under the

Privacy Rule. Within 10 days of Covered Entity's request, Business Associate shall make available to Covered Entity the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such a request. Business Associate shall provide such an accounting based on an Individual's Formal HIPAA Request to the Covered Entity. Covered Entity shall have full discretion to determine whether the requested accounting shall be provided to the requesting Individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

2.10. **Restrictions and Confidential Communications.** Business Associate shall, upon notice from Covered Entity in accordance with Section 3.3, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which Covered Entity has agreed or is required to abide by in accordance with the Privacy Rule.

2.11. **Subcontractors.** Business Associate will require any of its Subcontractors to whom it provides Protected Health Information received from, or created or received on behalf of, Covered Entity to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the Privacy and Security Rules that apply to Business Associate with respect to such information. Business Associate shall not assign any of its rights or obligations under this Agreement without the prior written consent of Covered Entity. Business Associate shall provide Covered Entity for approval a copy of any agreement with any agent or subcontractor to whom Business Associate provides Protected Health Information received from, or created or received on behalf of, Covered Entity prior to its execution.

2.12. **Data Transmission.** The parties agree that Business Associate shall, on behalf of Covered Entity, transmit data for transactions that are required to be conducted in standardized format under the HIPAA Rules. Electronic Protected Health Information that is transmitted over an electronic communications network will be protected against unauthorized access to, or modification of, electronic protected health information. When electronic protected health information is transmitted from one point to another, it will be protected in a manner commensurate with the associated risk. This includes, but is not limited to, transmission through mobile devices and smart phones.

2.12.1. **Standardized Format.** Business Associate shall comply with the HIPAA Rules for all transactions conducted on behalf of Covered Entity that are required to be in standardized format.

2.12.2. **Subcontractors.** Business Associate shall ensure that any of its subcontractors to whom it delegates any of its duties under its contract with Covered Entity, agrees to conduct and agrees to require its agents or subcontractors to comply with the HIPAA Rules for all transactions conducted on behalf of Covered Entity that are required to be in standardized format.

## 2.13. **Audit.**

2.13.1. **Audit by Secretary of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services upon request for purposes of determining compliance by Covered Entity with the Privacy and Security Rules.

2.13.2. **Audit by Covered Entity.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to Covered Entity within 14 business days of Covered Entity's request for the purposes of monitoring Business Associate's compliance with this Agreement.

2.14. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

## 3. **OBLIGATIONS OF COVERED ENTITY**

3.1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures with respect to Covered Entity.

3.3. **Notice of Restrictions and Confidential Communications.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications that Covered Entity has agreed to or must abide by in accordance with the HIPAA Rules.

3.4. **Permissible Requests By Covered Entity.** Except as provided in Section 2.1, Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## 4. **LIABILITY**

4.1. **Indemnification by Business Associate.** Business Associate shall be solely responsible for, and shall indemnify and hold Covered Entity harmless from any and all claims, damages, or causes of action (including the Covered Entity's reasonable attorneys' fees) arising out of the gross negligence or willful misconduct of Business Associate or Business Associate's employees, agents, and Subcontractors (or arising out of any action by the Business Associate that is determined to have been taken as the agent of the

Covered Entity under the terms of the Services Agreement or this Agreement), and Business Associate will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded Covered Entity in connection with such claims or actions. Covered Entity shall notify Business Associate promptly of any action or claims threatened against or received by them and provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request in connection therewith. This Section 4.1 shall survive the termination of this Agreement.

**4.2. Indemnification by Covered Entity.** Covered Entity shall be solely responsible for, and shall indemnify and hold Business Associate harmless from any and all claims, damages, or causes of action arising out of the gross negligence or willful misconduct of Covered Entity or Covered Entity's employees, agents, and Subcontractors, and Covered Entity will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded against the Business Associate in connection with such claims or actions. Business Associate shall notify Covered Entity promptly of any action or claims threatened against or received by Business Associate and provide Covered Entity with such cooperation, information, and assistance as Covered Entity shall reasonably request in connection therewith. This Section 4.2 shall survive the termination of this Agreement.

## **5. AMENDMENT AND TERMINATION**

**5.1. Termination for Violation of Agreement.** Without limiting the rights of the parties under the Services Arrangement, Covered Entity will have the right to terminate this Agreement and the Services Arrangement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding Protected Health Information under this Agreement and, on notice of such material breach or violation from Covered Entity, fails to take reasonable and diligent steps to cure the breach or end the violation. Covered Entity will follow the notice of termination procedures (if any) applicable to the Services Arrangement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 5.2 hereof after termination of this Agreement.

**5.2. Return of Protected Health Information.** At termination of this Agreement or the Services Arrangement, whichever shall be first to occur, Business Associate shall return to Covered Entity all Protected Health Information received from, or created or received on behalf of, Covered Entity that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to Protected Health Information that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not feasible, Business Associate shall notify Covered Entity thereof and Business Associate shall destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

## **6. MISCELLANEOUS PROVISIONS**

**6.1. Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

6.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

6.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Covered Entity's compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the Protected Health Information of Covered Entity.

6.4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Ohio, except to the extent federal law applies.

6.5. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

6.6. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by Covered Entity with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of Covered Entity's Protected Health Information.

6.7. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

6.7.1. If to Covered Entity:

Council on Aging  
Privacy Officer

175 Tri County Parkway  
Cincinnati, Ohio 45246

(513) 721-1025

6.7.2 If to Business Associate

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.8. **Conflict.** In the event of any conflict between the provisions of the Services Arrangement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure Covered Entity's compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**Covered Entity:**

**COUNCIL ON AGING OF SOUTHWESTERN OHIO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Business Associate:**

\_\_\_\_\_ **[BA Name]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX D: APPEALS PROCESS

The Bidder shall have the right of appeal regarding actions taken by COA pertaining to this RFP per the COA Appeals Process Policy.

### COA Appeals Process Policy

COA funds a variety of services for older adults in Southwestern Ohio. Certain funding sources have unique requirements relative to appeals procedures, including the types of actions eligible for appeal. For those funding sources that do not otherwise have established appeals procedures, COA has established appeal protocol. The appeals procedures, by funding source, are set forth in this policy.

#### Older Americans Act, Senior Community Services Block Grant & Alzheimer Funding

Bidders may appeal “adverse actions” taken by COA as defined below:

- Denial of an application to provide services included in an Area Plan
- Prematurely terminating an existing provider agreement
- Not renewing a multi-year provider agreement

No other issues, actions or decisions are subject to appeal.

#### A. Administrative Appeal

Bidders may request a COA Local Hearing only after all efforts to administratively resolve the adverse decision have been exhausted. Any administrative efforts to resolve the adverse decision should be forward to the Manager of Procurement and Contract Services or their assigned designee.

Once all efforts to administratively resolve the decision have been exhausted a Bidder not satisfied with the outcome of the as detailed above, may then request a COA Local Hearing.

#### B. COA Local Hearing

The appellant must submit a written appeal request from its executive-in-charge to COA’s Chief Executive Officer to request a COA Local Hearing. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 175 Tri-County Parkway, Suite 175, Cincinnati, Ohio 45246, and must be received by COA no later than close of business (4:00 p.m. EST) ten (10) business days after the date the appellant received notification of the adverse action which is being appealed.

1. The written appeal request must be signed by the appellant’s executive-in-charge and must include the following:
  - a. E-mail and business addresses for the executive-in-charge or his/her designee.
  - b. Phone number for executive-in-charge or his/her designee.

- c. Identification of the “adverse action” under appeal.
  - d. A detailed explanation of the basis for appellant’s appeal.
  - e. All documentation and other materials supporting the appellant’s position. Documentation and materials that were not included as part of the original application submission will not be considered by COA in the appeals process.
2. A panel of COA staff who were not directly involved in the making the adverse decision which is being appealed will convene to review appellant’s appeal request, within ten (10) business days after the close of appeal submission period. The appellant does not have a right to be present when the COA staff panel convenes.
  3. Upon determination of a decision by the panel, COA will e-mail the appellant a letter identifying the decision. This letter shall constitute COA’s final decision on the matter.
  4. COA will forward a copy of the written appeal request and the staff panel’s decision letter to the Ohio Department of Aging (“ODA”) within five (5) days after the date that COA renders its final decision.
- C. Ohio Department of Aging Hearing
1. An appellant not satisfied with the outcome of the COA hearing as detailed above, may request an appeal hearing before ODA in compliance with Ohio law (see OAC 173-3-09).
  2. No request for an appeal hearing shall be honored by ODA unless the appellant has first appealed the adverse action with COA and fully complied with COA’s policies governing appeal hearings, as set forth above.

**Elderly Services Programs – Local Senior Services Levy Funding**

Bidders dissatisfied with the outcome of the ESP evaluation process may appeal the outcome in accordance with this policy. The right of appeal is limited to a decision by COA not to award an agreement to such Bidder for all or some of the services for which the applicant applied. No other issues, actions or decisions are subject to appeal.

A. Administrative Appeal

Bidders may request a COA Local Hearing only after all efforts to administratively resolve the adverse decision have been exhausted. Any administrative efforts to resolve the adverse decision should be forward to the Manager of Procurement and Contract Services or their assigned designee.

Once all efforts to administratively resolve the decision have been exhausted a Bidder not satisfied with the outcome of the as detailed above, may then request a COA Local Hearing.

B. COA Local Hearing

The appellant must submit a written appeal request from its executive-in-charge to COA’s Chief Executive Officer to request a COA Local Hearing. The appeal request letter must be delivered via nationally

recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 175 Tri-County Parkway, Suite 175, Cincinnati, Ohio 45246, and must be received by COA no later than close of business (4:00 p.m. EST) ten (10) business days after the date the appellant received notification of the adverse action which is being appealed.

1. The written appeal request must be signed by the appellant's executive-in-charge and must include the following:
  - a. E-mail and business addresses for the executive-in-charge or his/her designee.
  - b. Phone number for executive-in-charge or his/her designee.
  - c. Identification of the "adverse action" under appeal.
  - d. A detailed explanation of the basis for appellant's appeal.
  - e. All documentation and other materials supporting the appellant's position. Documentation and materials that were not included as part of the original application submission will not be considered by COA in the appeals process.
2. A panel of COA staff who were not directly involved in making the decision which is being appealed will convene to review appellant's appeal request (a "COA Staff Hearing"), within ten (10) business days after the close of appeal submission period. The appellant does not have a right to be present at the COA Staff Hearing.
3. Upon determination of a decision by the panel, COA will e-mail the appellant a letter identifying the decision.

#### C. COA Board Hearing

1. No request for an appeal hearing shall be honored by the COA Board of Trustees (the "Board") unless the appellant has first fully complied with the COA Staff Hearing process.
2. An appellant not satisfied with the outcome of the COA Staff Hearing as detailed above, may then request an appeal hearing before the Board.
3. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 175 Tri-County Parkway, Suite 175, Cincinnati, Ohio 45246, and must be received by COA no later than close of business (4:00 p.m. EST) five (5) business days after the date that appellant received notification of the outcome of the COA Staff Hearing.
  - a. The appeal request must be in writing and signed by the appellant's executive-in-charge and must include:

- i. E-mail and business addresses for the executive-in-charge or his/her designee
  - ii. Phone number for executive-in-charge or his/her designee
  - iii. Identification of the “adverse action” under appeal
4. The Finance Committee of the Board shall serve as the Appeals Committee of the Board unless otherwise approved by the Board.
5. The Appeals Committee will review the decision in dispute, and will meet with the appellant if deemed necessary by the Appeals Committee, before submitting a recommendation to the Board for final action.
6. The Board, at its next regularly scheduled meeting, will review the recommendation of the Appeals Committee and adopt a final course of action. The Board may choose (but is not required) to schedule a special meeting of the Board to consider the Appeals Committee recommendation if time is of the essence. Within ten (10) business days after the meeting, the appellant will be notified of the Board’s decision.
7. The decision of the Board will be final and binding. If the Board reverses the decision of the COA Staff Hearing, the Board’s decision will be implemented as soon thereafter as reasonably possible. In no event will the appellant be compensated for any funds lost during the appeals process or entitled to damages of any sort.