



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

REQUEST FOR PROPOSAL (RFP)

RFP: 003-19

**Home Delivered Meals
Elderly Services Program**

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

Proposal Due Date: July 12, 2019

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Section One: General Information

Bid Overview

Council on Aging of Southwestern Ohio (COA) embraces the principle of person centered direction. Person centered direction places individualized client needs and preferences at the forefront of service delivery. This principle applies to menu choices and consistent delivery that improve the consumer's home delivered meal experience.

Council on Aging of Southwestern Ohio (COA) is accepting proposals from qualified Bidders interested in contracting with COA to become a Nutrition Provider for meal delivery to older adults of COA's Home Delivered Meal (HDM) Program. This RFP is for the delivery of home delivered meals in Butler, Clinton, Hamilton and Warren Counties.

COA recognizes that the needs of eligible seniors have changed over time. This proposal has expanded the meal types required, to meet the need for some allergen free meals. COA anticipates that long-term, there may be an increased need for additional allergen free meal options. **All Bidders must produce or subcontract Regular, Therapeutic, Mechanically Altered, Gluten Free, Lactose Free and Shelf Stable Meals.** The Bidder also has the option to offer Kosher meals. Kosher meals are the only meal type that is optional in this RFP. COA is looking to contract a single Kosher provider in each of the four counties.

Meal formats preferred include: (1) chilled and ready to reheat when consumer wishes; (2) frozen, to be placed in consumer's freezer and consumed at a later time; (3) hot or reheated by the meals driver; or (4) boxed/shelf stable (for use as emergency meals). COA is interested in bidders who are able to deliver all meal types, both daily and weekly.

COA is committed to a Home Delivered Meal Program that provides nutritious meals to those we serve, in the most efficient and cost saving manner. Awarding a senior building to a single provider is one such way to do this. Bidders may propose their interest in being the single provider for a senior building with a competitive rate. See **Table 1** for a list of senior buildings by county/zone that either have been a single provider building in the past, or is being considered to become a single provider with this RFP. Please note that all buildings on this list may or may not be designated as a single provider. COA reserves the right to designate buildings as single provider locations during the evaluation process.

The goal of this RFP is to attract the highest quality providers, who can provide appealing, nutritious meal options for growing senior needs for the lowest cost, while meeting the requirements and demand for services.

The contract period is October 1, 2019 to September 30, 2022, with two (2) additional one (1) year renewable options.

All Bidders must meet the Conditions of Participation, Service Specifications, and all terms and conditions within this document, including all Appendices and Attachments, if selected to receive an Agreement. Please read this document in its entirety.

Important Dates

Request For Proposal Number	Proposal Name
RFP 003-19	Home Delivered Meals
Important Dates	
Mandatory Bidders Meeting	Wednesday, June 12 th , 2019 1:30 pm - 3:30 pm Springdale Community Center 11999 Lawnview Ave. Springdale, OH 45246
Last Day to Submit Questions	Monday, June 17 th , 2019
Last Day for COA to Answer Questions Submitted	Friday, June 21 st , 2019
Proposal Due Date	Friday, July 12 th , 2019 by 12pm EST
Estimated Award Date	The week of August 5 th , 2019
Contract Start Date	October 1 st , 2019

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

provider_services@help4seniors.org

Submitted questions must reference: **RFP 003-19: Home Delivered Meals**

Only questions submitted in writing to this e-mail address will receive a response. All questions must be submitted no later than June 17th, 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 June 21st, 2019.

Mandatory Meeting

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

All entities considering submitting a proposal must register at the bidders meeting and provide the name of the proposing entity along with 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 sealed 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 narratives 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 sealed bids must be received no later than NOON Eastern Standard Time on Friday July 12th, 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. Sealed 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, proposals 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. Please be aware that COA’s building will be closed Thursday, July 4, 2019 in observance of Independence Day.

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 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.

As part of COA’s services, a home delivered meal program is offered. This program works to improve the nutrition of homebound older adults. All meals comply with current dietary guidelines and meet at least one-third of the Dietary Reference Intakes for persons 51 years and older. Additionally, the program offers many homebound older adults a sense of connection to the outside world. Meal drivers check on the welfare of the homebound elderly and are trained to report any health or other problems they notice during their visits. The ultimate goal of the program

is to serve nutritious, appealing, tasteful, and safe meals to as many program-eligible older persons as possible. The program is funded by federal, state, and county grants and revenues, with the primary funding sources being Title III C funds of the Older Americans Act, Butler, Clinton, Hamilton and Warren County Elderly Services Program.

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 Medicaid Waiver program, which is designed to divert Medicaid eligible nursing home residents to cost effective community care options.

Section Two: Service Delivery

Home Delivered Meals

COA is committed to meal deliveries that best meet the needs of each individual client. This RFP is seeking Nutrition Providers who have the ability to continue to offer a wide selection of meal options and deliver meals daily and weekly. The care manager will establish the frequency of the meal deliveries.

Bidders must be able to secure home delivered meals in one of the following ways:

1. Use the COA contracted Caterer: Derringer, A Canteen Company.
2. By being a Self-Producer of Packaged Meals, who is licensed by the Ohio Department of Agriculture and meets the specifications outlined in **Attachments 2-8**.
3. By being a Packaged Meal Distributor, who is licensed by the Ohio Department of Agriculture and meets the specifications outlined in **Attachments 2-8**.
4. By contracting with an entity, which is licensed by the Ohio Department of Agriculture, for packaged meals. The entity could be but is not limited to one of the following:
 - a caterer,
 - a self-producer of packaged meals, or
 - a packaged meal distributor.

For the bidders who choose to utilize the COA caterer, or other qualified entity as defined above, please note there is a direct relationship between the Nutrition Providers and the other party. Problem resolution should occur between the Nutrition Provider and the other party. COA will act as mediator whenever requested.

COA prefers to contract with a provider who can offer the following meal formats: (1) chilled and ready to reheat when consumer wishes; (2) frozen, to be placed in consumer's freezer and consumed at a later time; (3) hot or reheated by the meals driver; or (4) boxed/shelf stable (for use as emergency meals).

COA also prefers to contract with a provider who is able to deliver all aforementioned meal formats, in both daily and weekly delivery options.

All bidders must be capable of producing, distributing, or contracting for the production of Regular, Therapeutic, Mechanically Altered, Gluten Free, Lactose Free, and Shelf-Stable meals. For bidders not currently offering gluten free meal options or lactose free meal options, COA will allow a phase in period of 6 months to comply with this requirement commencing with the start of the contract period. All providers must be able to comply by April 1, 2020. There is an option of offering Kosher meals. **Kosher meals are the only meal type that is optional for this RFP.** COA is interested in contracting one Kosher provider per each county represented in this RFP.

Bidders may submit proposals to provide home delivered meals - in one or multiple zones as well as in one or multiple buildings.

A list of proposed senior buildings by county/zone can be found in **Table 1**. The list includes current single provider buildings as well as additional proposed single provider buildings. Bidders can include their interest in providing meals to any of the buildings from the list, as a single provider with a competitive rate. Please note that not all buildings listed in **Table 1** may be awarded as single provider locations. COA reserves the right to designate buildings as single provider locations during the evaluation process.

Table 1: Proposed Single Provider Senior Buildings by County/Zone (For Information Only):

2019 HDM RFP-Proposed senior buildings for single provider			
Zone	Building Name	Street Address	Current # of Clients
HC North	Affinity Place	7825 Affinity Place, 45231	13
HC North	Baldwin Grove	11111 Springfield Pike	30
HC North	Mercy at Winton Woods	10290 Mill Rd, 45231	19
HC North	Mt. View Terrace	650 E Benson St, 45215	9
HC North	Ridgewood II Apts	8115/8125/8127 Seward Ave, 45231	39
HC North	The Meadows	11040/11050 Springfield Pike, 45246	56
HC Northeast	Saint Theresa Village	6783 Siebern Ave, 45236	15
HC Northeast	Valley Creek Retirement	10620 Montgomery Rd, 45242	16
HC Central	Booth Residence	6000 Townvista, 45224	37
HC Central	Clifton Place Apts	900 Rue de la Paix, 45220	35
HC Central	Courtyard Apts	7126 Hirsch Drive, 45237	18
HC Central	Evanston Apts	1820 Rutland Ave, 45207	9
HC Central	Hillcrest Elderly	1829-1839 Losantiville Ave, 45237	27
HC Central	Shiloh Adventist Gardens	2277 Banning Rd, 45239	22
HC Central	The Carthaginian	7027 Vine St, 45216	16
HC Central	Essex House	7610 Reading Rd, 45237	18
HC Central	Guardian Apts	3375 McHenry Ave, 45225	16
HC Central	Catherine Booth Residence	6385/6387 Center Hill Ave, 45224	25
HC Central	Center Hill Terrace Apts	857/859 W Northbend Rd, 45224	18
HC West	Delhi Estates	5320 Delhi Ave, 45238	18
HC Southeast	Cambridge Arms	3751/3781 Eastern Hills Ln, 45209	32
HC Southeast	SEM Manor	1348/1350 Pebble Ct, 45255	11
HC Southeast	Corbly Trace	6416 Corbly Rd, 45230	15
HC Southeast	St. Paul Lutheran Village	5515 Madison Rd, 45227	27
HC Downtown	Stanley Rowe	1621 Linn/835 Poplar, 45214	12
HC Downtown	Walnut Hills Apts	861 Beecher St, 45206	40
HC Downtown	Park Eden	2610 Park Ave, 45206	18
HC Downtown	Sands Senior Apts	940 Poplar St, 45214	19
HC Downtown	Senior Chateau	750 Grand Ave, 45205	31
HC Downtown	St. Francis Court	1860 Queen City Ave, 45214	16
BC Northeast	Mayfield Village	2030 Aaron Dr. 45044	12
BC Northeast	Trinity Manor	301 Clark St, 45042	22
BC Southeast	Bell Tower	631 Woodlawn Ave, 45015	26
WC North	Carriage Hill	200 Adamsmoor Dr 45068	8
WC North	Harding House	425 Mission Lane 45005	12
WC North	Meadow Crossing	825 Central Ave 45005	6
WC North	Otherbein (Phillipi Hall)	577 N. State Route 741 45036	1
WC North	Sherman Glen	301 Sherman Dr, 45005	10
WC North	Springboro Commons	20 N Pioneer Blvd 45066	9
WC North	Station Hill	114 Dave St. 45036	1
WC North	Otterbein	577 N. State Route 741 45036	57
WC South	Berrywood Apt	3394 Townsly Dr 45140	8
WC South	Deerfield Commons	5629 Deerfield Cir. 45040	24
WC South	Earl J. Maag Ret. Comm	124 Pamela Dr. 45152	13
WC South	Mason Christian Village	411 Western Row Rd 45040	3
WC South	Union Village	327 N. Section St. 45065	8
CC Central	Friendship Acres	901 Cherry St 45107	N/A
CC Central	Blanchester Senior Villas	336 Pansy Pike 45107	N/A
CC Central	Quaker Apartment	274 Prairie Ave 45177	N/A
CC Central	Friendly Center	290 Prairie Ave 45177	N/A
CC Central	Prairie View	360 Prairie Ave 45177	N/A
CC Central	Clinton Commons	100 Commons Lane 45177	N/A
CC Central	Clinton Commons II	202 Jeanie Wilson Way 45177	N/A
CC Central	Community Commons	789 N. Nelson Ave 45177	N/A
CC Central	Appletree Apartments	385 Bernard Rd 45159	N/A

A list of the zip codes in each of the various zones can be found on COA's website here

<https://www.help4seniors.org/Service-Providers/Elderly-Service-Program/Current-ESP-Provider-Information.aspx>, in the right hand margin in orange. Please note that Clinton County only has one zone so all

zip codes are included in the Clinton County Central zone.

The Conditions of Participation and Service Specifications are located in **Attachments 2-8**. Please note that the Service Specifications have been updated and are pending approval from the Advisory Council in each county. Once approved, they will be in effect on October 1, 2019 with the contract.

Home Delivered Meal service volume estimates from October 1, 2017 to September 30, 2018 are located in **Tables 2 & 3**. **Table 2** outlines Home Delivered Meal service volume by zone. **Table 3** outlines Home Delivered Meal service volume by contracted single provider buildings.

Table 2: Volume Estimates for Home Delivered Meals by Zone (For Information Only):

Home Delivered Meals by Zone					
October 1, 2017 to September 30, 2018					
Zone	Service	Average Clients Served per Month	Total Clients Served	Average Units Delivered per Month	Total Units Delivered
BC Central	HDM Daily	179	279	4,284	51,409
	HDM Shelf Stable	119	400	177	1,237
	HDM Therapeutic Daily	3	11	67	800
	HDM Therapeutic Weekly	15	31	372	4,466
	HDM Weekly	196	309	4,873	58,477
Total for BC Central		512	1,030	9,773	116,389
BC Northeast	HDM Daily	86	188	1,903	22,837
	HDM Shelf Stable	107	513	209	2,507
	HDM Therapeutic Daily	1	1	20	142
	HDM Therapeutic Weekly	18	31	477	5,726
	HDM Weekly	310	469	7,927	95,120
Total for BC Northeast		522	1,202	10,536	126,332
BC Southeast	HDM Daily	97	144	2,360	28,315
	HDM Shelf Stable	76	223	112	673
	HDM Therapeutic Daily	2	3	32	127
	HDM Therapeutic Weekly	9	17	191	2,288
	HDM Weekly	114	206	2,587	31,040
Total for BC Southeast		297	593	5,281	62,443
BC West	HDM Daily	40	64	838	10,056
	HDM Shelf Stable	9	63	15	169
	HDM Therapeutic Daily	2	4	33	390
	HDM Therapeutic Weekly	1	1	15	29
	HDM Weekly	4	9	49	584
Total for BC West		55	141	949	11,228
CC Central	HDM Daily	30	56	789	9,469
	HDM Shelf Stable	68	68	136	136
	HDM Therapeutic Daily	1	3	21	228
	HDM Therapeutic Weekly	18	39	477	5,727
	HDM Weekly	33	69	822	9,860
Total for CC Central		150	235	2,245	25,420
HC Central	HDM Daily	35	68	765	9,179
	HDM Kosher Daily	1	2	41	493
	HDM Kosher Weekly	22	40	546	6,547
	HDM Shelf Stable	163	563	331	1,983
	HDM Shelf Stable Kosher	5	24	10	48
	HDM Therapeutic Daily	4	9	77	925
	HDM Therapeutic Weekly	75	135	1,921	23,048
	HDM Weekly	560	876	14,363	172,359
Total for HC Central		866	1,717	18,053	214,582
HC Downtown	HDM Daily	9	15	236	2,835
	HDM Kosher Weekly	1	2	26	210
	HDM Shelf Stable	64	214	128	770
	HDM Therapeutic Daily	1	1	30	300
	HDM Therapeutic Weekly	19	26	562	6,740
	HDM Weekly	230	333	6,125	73,500
Total for HC Downtown		324	591	7,108	84,355

Table 2 (continued): Volume Estimates for Home Delivered Meals by Zone (For Information Only):

Home Delivered Meals by Zone					
October 1, 2017 to September 30, 2018					
Zone	Service	Average Clients Served per Month	Total Clients Served	Average Units Delivered per Month	Total Units Delivered
HC North	HDM Daily	24	49	485	5,824
	HDM Kosher Weekly	5	14	130	1,556
	HDM Shelf Stable	84	302	168	1,010
	HDM Shelf Stable Kosher	3	10	5	20
	HDM Therapeutic Daily	1	2	22	88
	HDM Therapeutic Weekly	28	51	719	8,627
	HDM Weekly	302	488	7,341	88,090
Total for HC North		447	916	8,870	105,215
HC Northeast	HDM Daily	19	36	411	4,936
	HDM Kosher Daily	1	3	17	118
	HDM Kosher Weekly	11	18	239	2,870
	HDM Shelf Stable	26	113	52	313
	HDM Shelf Stable Kosher	3	13	7	26
	HDM Therapeutic Daily	1	2	30	361
	HDM Therapeutic Weekly	5	12	117	1,398
	HDM Weekly	90	151	2,115	25,381
Total for HC Northeast		156	348	2,988	35,403
HC Southeast	HDM Daily	52	82	1,185	14,224
	HDM Kosher Weekly	4	6	97	1,160
	HDM Shelf Stable	30	148	60	362
	HDM Shelf Stable Kosher	2	5	3	10
	HDM Therapeutic Daily	2	4	44	530
	HDM Therapeutic Weekly	14	21	379	4,548
	HDM Weekly	100	169	2,297	27,561
Total for HC Southeast		202	435	4,066	48,395
HC West	HDM Daily	22	49	457	5,478
	HDM Kosher Weekly	1	1	29	343
	HDM Shelf Stable	121	269	241	1,204
	HDM Shelf Stable Kosher	1	1	2	2
	HDM Therapeutic Daily	1	4	25	252
	HDM Therapeutic Weekly	35	61	848	10,170
	HDM Weekly	288	464	6,771	81,257
Total for HC West		469	849	8,372	98,706
WC North	HDM Daily	368	639	8,773	105,276
	HDM Shelf Stable	132	719	192	2,300
	HDM Therapeutic Weekly	4	6	90	1,075
	HDM Weekly	183	284	4,448	53,381
Total for WC North		686	1,648	13,503	162,032
WC South	HDM Daily	208	388	4,494	53,927
	HDM Kosher Weekly	1	2	24	168
	HDM Shelf Stable	75	427	111	1,333
	HDM Shelf Stable Kosher	1	1	2	2
	HDM Therapeutic Weekly	1	2	32	384
	HDM Weekly	148	224	3,423	41,077
Total for WC South		434	1,044	8,086	96,891
Other	HDM Daily	2	6	41	405
	HDM Shelf Stable	2	7	3	22
	HDM Therapeutic Weekly	1	1	30	119
	HDM Weekly	5	10	133	1,600
Total for Other		10	24	207	2,146

Table 3: Volume Estimates for Home Delivered Meals for Buildings by County/Zone (For Information Only):

Home Delivered Meals by Building						
October 1, 2017 to September 30, 2018						
Zone	Building Name	Service Name	Average Clients Served per Month	Total Clients Served	Average Units Delivered per Month	Total Units Delivered
BC Northeast	Mayfield Village	HDM Daily	2	4	21	247
	Mayfield Village	HDM Shelf Stable	4	12	5	64
	Mayfield Village	HDM Therapeutic Weekly	1	1	1	14
	Mayfield Village	HDM Weekly	9	11	208	2,495
	Sherman Glen	HDM Shelf Stable	1	1	0	4
	Sherman Glen	HDM Weekly	1	1	9	104
	Trinity Manor	HDM Daily	2	5	56	675
	Trinity Manor	HDM Shelf Stable	9	24	13	159
	Trinity Manor	HDM Therapeutic Weekly	3	3	79	945
	Trinity Manor	HDM Weekly	17	20	446	5,354
BC Southeast	Bell Tower	HDM Daily	3	5	94	1,130
	Bell Tower	HDM Shelf Stable	9	22	6	70
	Bell Tower	HDM Therapeutic Weekly	2	2	10	119
	Bell Tower	HDM Weekly	21	29	506	6,077
HC Central	Booth Residence	HDM Shelf Stable	6	19	4	50
	Booth Residence	HDM Therapeutic Weekly	2	3	57	679
	Booth Residence	HDM Weekly	23	30	542	6,498
	Clifton Place Apts	HDM Kosher Weekly	1	1	13	154
	Clifton Place Apts	HDM Shelf Stable	5	5	1	10
	Clifton Place Apts	HDM Shelf Stable Kosher	1	1	0	2
	Clifton Place Apts	HDM Weekly	7	11	190	2,280
	Courtyard Apts	HDM Daily	1	1	30	364
	Courtyard Apts	HDM Kosher Weekly	1	2	33	399
	Courtyard Apts	HDM Shelf Stable	4	4	1	8
	Courtyard Apts	HDM Shelf Stable Kosher	1	2	0	4
	Courtyard Apts	HDM Therapeutic Weekly	1	1	13	154
	Courtyard Apts	HDM Weekly	4	7	77	921
	Evanston Apts	HDM Daily	1	1	4	42
	Evanston Apts	HDM Shelf Stable	4	7	3	40
	Evanston Apts	HDM Therapeutic Weekly	3	3	57	681
	Evanston Apts	HDM Weekly	3	4	75	895
	Hillcrest Elderly	HDM Daily	1	1	4	50
	Hillcrest Elderly	HDM Shelf Stable	4	4	1	8
	Hillcrest Elderly	HDM Therapeutic Weekly	1	2	12	147
	Hillcrest Elderly	HDM Weekly	13	20	327	3,928
	Shiloh Adventist Gardens	HDM Shelf Stable	1	2	1	8
	Shiloh Adventist Gardens	HDM Weekly	3	5	76	907
	The Carthaginian	HDM Shelf Stable	2	7	2	18
	The Carthaginian	HDM Therapeutic Weekly	1	1	17	203
	The Carthaginian	HDM Weekly	8	10	192	2,298

Table 3 (continued): Volume Estimates for Home Delivered Meals for Buildings by County/Zone (For Information Only):

Home Delivered Meals by Building						
October 1, 2017 to September 30, 2018						
Zone	Building Name	Service Name	Average Clients Served per Month	Total Clients Served	Average Units Delivered per Month	Total Units Delivered
HC Downtown	Stanley Rowe	HDM Shelf Stable	3	8	2	18
	Stanley Rowe	HDM Therapeutic Weekly	1	1	27	322
	Stanley Rowe	HDM Weekly	6	10	162	1,940
	Walnut Hills Apts	HDM Daily	3	3	68	815
	Walnut Hills Apts	HDM Shelf Stable	6	20	4	48
	Walnut Hills Apts	HDM Therapeutic Weekly	1	1	30	357
	Walnut Hills Apts	HDM Weekly	16	20	449	5,384
HC North	Affinity Place	HDM Shelf Stable	1	1	0	2
	Affinity Place	HDM Therapeutic Weekly	1	1	16	196
	Affinity Place	HDM Weekly	3	6	62	748
	Baldwin Grove	HDM Daily	2	2	43	510
	Baldwin Grove	HDM Kosher Weekly	1	2	7	81
	Baldwin Grove	HDM Shelf Stable	4	19	4	44
	Baldwin Grove	HDM Shelf Stable Kosher	1	1	0	2
	Baldwin Grove	HDM Weekly	15	21	346	4,149
	Mercy at Winton Woods	HDM Daily	1	1	21	254
	Mercy at Winton Woods	HDM Shelf Stable	2	3	1	8
	Mercy at Winton Woods	HDM Therapeutic Weekly	2	3	53	637
	Mercy at Winton Woods	HDM Weekly	6	7	132	1,578
	Mt. View Terrace	HDM Kosher Weekly	1	2	32	378
	Mt. View Terrace	HDM Shelf Stable	3	3	1	6
	Mt. View Terrace	HDM Shelf Stable Kosher	2	2	0	4
	Mt. View Terrace	HDM Weekly	2	4	58	690
	Ridgewood II Apts	HDM Daily	1	1	28	339
	Ridgewood II Apts	HDM Shelf Stable	2	7	1	16
	Ridgewood II Apts	HDM Weekly	14	17	335	4,021
	The Meadows	HDM Daily	1	1	25	304
	The Meadows	HDM Shelf Stable	10	19	3	38
	The Meadows	HDM Therapeutic Weekly	4	5	104	1,248
	The Meadows	HDM Weekly	17	27	384	4,606
HC Southeast	Cambridge Arms	HDM Daily	5	6	113	1,355
	Cambridge Arms	HDM Shelf Stable	10	10	2	20
	Cambridge Arms	HDM Weekly	6	11	137	1,640
	SEM Manor	HDM Daily	1	1	18	221
	SEM Manor	HDM Shelf Stable	3	3	1	6
	SEM Manor	HDM Therapeutic Weekly	1	1	30	364
	SEM Manor	HDM Weekly	2	3	39	463
	St. Paul Lutheran Village	HDM Daily	2	2	32	387
	St. Paul Lutheran Village	HDM Shelf Stable	5	5	1	10
	St. Paul Lutheran Village	HDM Therapeutic Weekly	2	3	49	590
	St. Paul Lutheran Village	HDM Weekly	4	8	94	1,131

Table 3 (continued): Volume Estimates for Home Delivered Meals for Buildings by County/Zone (For Information Only):

Home Delivered Meals by Building						
October 1, 2017 to September 30, 2018						
Zone	Building Name	Service Name	Average Clients Served per Month	Total Clients Served	Average Units Delivered per Month	Total Units Delivered
HC West	Delhi Estates	HDM Daily	1	1	2	26
	Delhi Estates	HDM Shelf Stable	8	8	1	16
	Delhi Estates	HDM Weekly	6	9	149	1,782
WC North	Carriage Hill	HDM Daily	4	10	79	945
	Carriage Hill	HDM Shelf Stable	3	10	2	26
	Carriage Hill	HDM Weekly	4	6	89	1,073
	Harding House	HDM Daily	7	12	178	2,138
	Harding House	HDM Shelf Stable	4	14	4	45
	Harding House	HDM Weekly	5	7	132	1,580
	Meadow Crossing	HDM Daily	3	5	59	711
	Meadow Crossing	HDM Shelf Stable	3	9	2	24
	Meadow Crossing	HDM Weekly	3	5	65	776
	Otterbein (Phillipi Hall)	HDM Shelf Stable	1	2	0	4
	Otterbein (Phillipi Hall)	HDM Weekly	1	3	22	259
	Sherman Glen	HDM Daily	7	13	173	2,075
	Sherman Glen	HDM Shelf Stable	5	16	5	56
	Sherman Glen	HDM Weekly	3	7	44	530
	Springboro Commons	HDM Daily	4	11	98	1,174
	Springboro Commons	HDM Shelf Stable	3	13	3	37
	Springboro Commons	HDM Weekly	5	8	93	1,115
	Station Hill	HDM Daily	1	3	19	231
	Station Hill	HDM Shelf Stable	1	3	1	9
	Station Hill	HDM Weekly	1	1	7	89
WC South	Berrywood Apt	HDM Daily	5	11	93	1,117
	Berrywood Apt	HDM Shelf Stable	2	8	2	20
	Berrywood Apt	HDM Weekly	3	3	66	792
	Deerfield Commons	HDM Daily	11	22	232	2,786
	Deerfield Commons	HDM Shelf Stable	6	25	6	75
	Deerfield Commons	HDM Weekly	13	16	350	4,205
	Earl J. Maag Retirement Comm	HDM Daily	4	11	85	1,022
	Earl J. Maag Retirement Comm	HDM Shelf Stable	4	12	3	37
	Earl J. Maag Retirement Comm	HDM Weekly	9	10	117	1,399
	Mason Christian Village	HDM Daily	2	4	28	334
	Mason Christian Village	HDM Shelf Stable	2	3	1	9
	Mason Christian Village	HDM Weekly	1	2	14	162
	Union Village	HDM Daily	5	9	124	1,490
	Union Village	HDM Shelf Stable	4	10	3	32
	Union Village	HDM Weekly	3	4	75	904

Section Three: How this RFP is different from previous RFPs

Service Qualifications and Requirements

The goal of this RFP is to give the clients more options through person directed choices.

Service Specifications for Home Delivered Meals (HDM) have been updated. Pending approval by each county Advisory Council, they will be effective October 1, 2019.

Nutrition Providers can: 1) use the COA contracted caterer, 2) be a Self-Producer of Packaged Meals who is licensed by the Ohio Department of Agriculture and meets the specifications outlined in **Attachments 2-8**, 3) be a Packaged Meal Distributor who is licensed by the Ohio Department of Agriculture and meets the specifications outlined in **Attachments 2-8**, or can 4) contract with an entity (*) for meals who is licensed by Ohio Department of Agriculture for packaged meals. (*Entity for the purpose of this RFP is defined in Section Three: Service Delivery.)

All Nutrition Providers must be capable of producing and/or subcontracting Gluten Free and Lactose Free in addition to Regular, Therapeutic, Mechanically Altered, and Shelf-Stable meals.

For bidders not currently offering gluten free meal options or lactose free meal options, COA will allow a phase in period of 6 months to meet this requirement. All providers must be able to comply by April 1, 2020.

Nutrition Providers have the option of subcontracting meal production and/or delivery of specialized meals (e.g. kosher, therapeutic, gluten free, lactose free) with a qualified meal producer. If a Nutrition Provider contracts with another entity for meal production only, that entity must be licensed by the Ohio Department of Agriculture.

Meal formats preferred include: (1) chilled and ready to reheat when consumer wishes; (2) frozen, to be placed in consumer's freezer and consumed at a later time; (3) hot or reheated by the meals driver; or (4) boxed/shelf stable (for use as emergency meals).

Bidders can propose interest in being a single provider in a senior building. All, or a portion of, the senior buildings listed in **Table 1** may or may not be awarded as single provider buildings. Designations of single provider senior buildings will be decided during the evaluation process.

COA is seeking a single provider for Kosher meals in each of the four counties.

Nutrition Providers can provide a therapeutic diet at the start of service. Nutrition Providers must obtain a prescriptive diet order within 30 days of the start of service to continue providing the therapeutic diet.

Nutrition Providers must obtain the written approval from the physician or healthcare professional with prescriptive authority to change a therapeutic diet back to a regular diet.

Contract Changes

All contracted Nutrition Providers, who are not considered a packaged meal self-producer under Title III and ESP, are not required to utilize the COA contracted Caterer for home delivered meals.

Any bidder whose proposal successfully completes the evaluation process, but does not have a current contract with COA, is subject to a pre-certification review prior to receiving a home delivered meals service agreement. All new bidders must meet the requirements for the home delivered meal program.

Bid Rates

Daily and weekly rates are requested for Regular, Therapeutic, Mechanically Altered, Gluten Free, Lactose Free and Shelf Stable Meals. The only optional meal type offered in this RFP is Kosher Meals. If bidding Kosher Meals, a daily and weekly rate is required. See Bid Rate Worksheet (**Attachment 1**) for details.

Software and Billing

All Nutrition Providers are required to use COA's care management and provider management platform - CareDirector.

Section Four: Proposal Submission Requirements

A complete bid proposal includes the following:

1) Bid Forms and Documentation

- a) Bidder's Information Form (Section 7)
- b) Bid Rate Sheets for years 1 through 3, including optional renewals for years 4 and 5 (Attachment 1)
- c) Certificate of Secretary of State (current and in good standing)
- d) Current Bureau of Workers' Compensation Certificate
- e) Certificate of Insurance evidencing the Bidder's liability meets the proper requirements
- f) Bidder's Certification of Payment of Personal Property Tax (Section 7)
- g) Debarment, Suspension, Ineligibility and Exclusion Certification (Section 7)
- h) Non-Collusion Affidavit (Section 7)
- i) Financial Analysis:
 - i. Prior year financial statements (Balance Sheet and Income Statement)
 - ii. 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
 - iii. Most current interim financial statements. If financial statements are unavailable, provide:
 - 1. Prior year's tax return (All Schedules)
 - 2. Excel spreadsheet of current year's Revenue and Expenses
 - iv. A/P Aging (classified in 30, 60, 90 days past due)
 - v. 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.
- j) Current Certificate of Registration with Ohio Department of Agriculture Division of Food Safety **(This is required for all bidders not using the COA Contracted Caterer.)**
- k) Current local health department licenses. **(Required for all bidders.)**

- l) Inspection and follow up reports for the previous 2 years that indicate compliance with local, state and federal food safety requirements

2) Evaluation responses:

- ☐ 2nd Level Evaluation response
- ☐ 3rd Level Evaluation response

3) Proposal:

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

Section Five: Pricing

Instructions:

- Bidders are required to complete the 5 worksheets - (Attachment 1a) Year 1 Bid Rates, (Attachment 1b) Year 2 Bid Rates, (Attachment 1c) Year 3 Bid Rates, (Attachment 1d) Year 4 Option to Renew, and (Attachment 1e) Year 5 Option to Renew in order for the bid to be considered complete.
- Tables 1 (Bid Rate) and 3 (Capacity/Units Per Zone/County) are required to be completed for each worksheet.
- Table 2 (Cluster Buildings Rate per Meal) is optional as bidding on cluster buildings is not required. Please enter the building name, county, and zone based on the list in **Table 1** found in the RFP in Section Two: Service Delivery. The bidder must also enter the bid amount for the total cost per each meal for each building that you wish to serve. In order to bid and hold a contract to serve a building site, the bidder must bid and be awarded a contract for the zone and county in which the building is located. The bid rate should be the total cost of production and delivery.
- Bidders are required to provide both a daily and a weekly rate for Regular Home Delivered Meals, Therapeutic, Mechanically Altered, Gluten Free, Lactose Free, and Shelf Stable Meals. Kosher meals are optional; however, if bidding, a daily and weekly rate is required.
- Table 1: Please enter the bid rate for the total cost per each type of meal you wish to provide for each zone and/or county you wish to serve. You may bid one or more zones and/or counties. You may bid different rates for each zone and/or county. **The Bid rate should be the total cost of production and delivery.**

Bidders who propose to use the COA contracted Caterer should use the contracted rate for each type of meal listed below to estimate the cost of production. Bidders will still need to incorporate their cost to deliver the meals in their total bid rate.

Derringer Production Rates for Pre-Portioned Home Delivered Meals					
Type of Meal	Year 1	Year 2	Year 3	Renewal Year 4	Renewal Year 5
Chilled, ready to heat meals	\$3.52	\$3.56	\$3.62	\$3.63	\$3.73
Frozen- single meals	\$3.52	\$3.56	\$3.62	\$3.63	\$3.73
Frozen 2 day package	\$4.01	\$4.11	\$4.18	\$4.19	\$4.30
Frozen 5 day package	\$4.04	\$4.10	\$4.17	\$4.18	\$4.29
Frozen 7 day package	\$4.04	\$4.10	\$4.17	\$4.18	\$4.29
Therapeutic meals	\$4.36	\$4.44	\$4.51	\$4.58	\$4.64
Mechanically Altered Meals	\$3.86	\$3.91	\$3.97	\$3.98	\$4.03
Shelf Stable	\$4.56	\$4.56	\$4.63	\$4.64	\$4.77

- Table 3: Please enter the monthly unit (number of meals) capacity (production and delivery) you are able to provide within each zone and county.

Section Six: Proposal Evaluation

COA shall award a Service Agreement to the bidder(s) who submit the best bid proposal(s) based on evaluation of all bids as determined by COA, in its sole discretion unless COA rejects all bids.

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 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 Home Delivered Meals Program

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

- Negotiate price
- Award to multiple providers
- Eliminate any term or condition that is not advantageous to COA, its clients, or funders.
- Set ceiling/maximum rates for services provided resulting from this RFP

Bid proposals will be evaluated based on Bidder's (1) Financial Analysis and Stability, Certificate of Insurance, and Workers Compensation Certificate, Licensing and Food Safety (2) The Organization and Capabilities Overview, (3) Personnel, Staffing and Training, and (4) Pricing. There are four categories of review identified in the tables below. The first category evaluation determines if the proposal meets the requirements of the RFP - that the organization is financially stable and meets licensing and food safety rules. Bidders not meeting the first category evaluation criteria may not be considered further. The second category evaluation is for the organization and capabilities. The third category evaluation scores is for the Provider's Personnel, Staffing and Training. The fourth category evaluation is based on Pricing. The tables below provides criteria, descriptions, and scoring guidelines.

Selection

COA will form a review committee made up of representatives from various functional areas within and outside of the organization. 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 submitted proposals.

Scoring of Submission

The committee will base the evaluations on the following criteria:

Description	Evaluation Criteria
1 st Category Evaluation- Go/No Go Criteria	Submitted Documentation
2 nd Category Evaluation- The Organization and Capabilities	0-28 points
3 rd Category- Personnel, Staffing, and Training	0-12 points
4 th Category Evaluation- Pricing	Complete based on requested pricing information, and competitive with other proposals

1st 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	Points
1. Financial Stability, Insurance, Workers' Compensation	<ol style="list-style-type: none"> Provides prior year's tax return (including all schedules) and prior year's statement of revenue and expenses. Provides 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. Provides Certificate of Insurance evidencing Bidder's liability insurance meets proper requirements. Provides Current Workers' Compensation Certificate. 	<p>GO: No material findings present on audited financial reports. Provides current Certificate of Insurance and Workers' Compensation Certificate.</p> <p>NO GO: Financial data not provided or audits contain material findings or unaudited financials show lack of financial stability. Unable to provide Certificate of Insurance and Workers' Compensation Certificate.</p>	<p>GO</p> <p>NO/GO</p>
2. Licensing and Food Safety	<ol style="list-style-type: none"> Provides current Certificate of Registration with Ohio Department of Agriculture Division of Food Safety. (Required for all bidders not using COA contracted Caterer.) Provides local health department licenses. (Required for all bidders.) Provides inspection and follow up reports for the previous 2 years that indicate compliance with local, state and federal food safety requirements. 	<p>GO: Supplies 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>NO GO: 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>GO</p> <p>NO/GO</p>

2nd Level Evaluation: The Organization and Capabilities Overview

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

Number	Category	Examples for Scoring	Points
1. Commencement Of Services	<p>1. Provide your company's plan to: produce or subcontract with a qualified entity Regular, Therapeutic (Cardiac, Diabetic, Renal, and Dysphagia), Mechanically Altered (Chopped, Ground, and Pureed), Gluten Free, Lactose Free, Shelf Stable, and Kosher (optional) Home Delivered Meals.</p> <p>2. Provide your company's plan to: provide hot, chilled or frozen meals. How you will accommodate single meals, 2-5-7 day packaging options. Plan for delivery Monday through Friday between 10am to 6pm.</p> <p>3. Provide a statement describing capacity to provide home delivered meal services to counties, zones and buildings on which bidder is choosing to bid.</p> <p>4. Describe how clients will make their meal selections. How will clients be educated on process?</p> <p>5. Provide your company's delivery plan of home delivered meals for the first day of service under the contract.</p> <p>6. Providers including Kosher meals in their bid must include their plan to produce or subcontract with a qualified entity to produce Kosher meals, a copy of the Kosher menu, licensed dietitian statement of menu approval and evidence that Kosher meals are prepared in a facility that is under the supervision of a recognized Kosher authority.</p>	<p>Example 0-No details provided.</p> <p>Example 1-Proposal mentions, with little detail, bidder's ability to provide some of the diet options, meal formats, service options and capacity to provide meals to the counties/zones/buildings that they bid on.</p> <p>Example 2-Proposal includes some detail of bidder's ability to provide Therapeutic, Mechanically altered, Gluten free, Lactose Free and Shelf Stable meals. Some detail of the meal formats, service options and capacity to provide meals to the counties/zones/buildings that they bid on.</p> <p>Example 3-Proposal includes description of bidder's ability to provide Regular, Therapeutic, Mechanically Altered, Shelf Stable Meals and plan to phase in Gluten Free and Lactose Free meals by 4/1/2020. Bidder gives some detail on ability to provide hot/chilled/frozen meals in single meal, 2, 5, 7 day package options. . If bid includes Kosher meals, bidder provides evidence that Kosher meals are produced in a facility that is under the supervision of a recognized Kosher authority. Proposal includes plan that describes ability to deliver to counties/zones/buildings; Proposal includes description of order process and education for clients. Proposal includes details for delivery of home delivered meals for the first day of service Monday-Friday.</p> <p>Example 4-Proposal includes detailed description of bidder's ability to provide Regular, Therapeutic, Mechanically Altered, Gluten Free, Lactose Free and Shelf Stable meals. Detailed description of hot/chilled/frozen availability in single meals and 2-5-7 day packaging options. If bid includes Kosher meals, bidder provides</p>	0-4

		evidence that Kosher meals are produced in a facility that is under the supervision of a recognized Kosher authority. Proposal includes detailed plan that describes ability to deliver to counties/zones/buildings. Proposal includes detailed description of order process and education for clients. Proposal includes details for delivery of home delivered meals for the first day of service Monday-Friday.	
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2. Licensing, Nutritional Analysis, Food Safety	<p>Provide documentation of:</p> <ol style="list-style-type: none"> 1. Contracting with Ohio Registered, Licensed Dietitian for menu review. (Required for all bidders not using COA contracted Caterer.) 2. Name of nutritional analysis software, or statement of Menu Pattern for menu planning (Required for all bidders not using COA contracted Caterer.) 3. Good Manufacturing Practices as it pertains to food receiving, food handling, food preparation and food safety to prevent food borne illness. 	<p>Example 0-No details provided.</p> <p>Example 1-Proposal does not include Ohio Registered Dietitian License, includes either name of nutritional analysis software or menu pattern, and mentions they have Good Manufacturing Practices.</p> <p>Example 2-Proposal includes Ohio Registered Dietitian license, mentions name of nutritional analysis software or menu pattern, and gives some detail about Good Manufacturing Practices.</p> <p>Example 3-Proposal includes Ohio Registered Dietitian license. Bidder gave name of nutritional analysis program or statement declaring use of menu pattern. Proposal includes details of their Good Manufacturing Practices.</p> <p>Example 4-Proposal includes Ohio Registered Dietitian license. Proposal includes multiple examples of nutritional analysis of menu options or example of menu pattern. Proposal includes comprehensive details of Good Manufacturing Practices with examples of their procedures.</p>	0-4
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<p>3. Meal options, Food Choice</p>	<p>Describe your company's ability to offer meal choices to clients:</p> <ol style="list-style-type: none"> 1. Number of home delivered meal options including number of beef, poultry, pork, seafood, vegetarian, breakfast items, vegetables, fruit milk options and dessert/snacks. 3. Number of Therapeutic meal options (Diabetic, Cardiac, Renal, Dysphagia) and ability to provide them for single meals as well as 2-5-7 day meal packages. 4. Ability to provide Mechanically Altered meals. (Chopped, Ground, Pureed) 5. Number of Gluten Free and Lactose Free meals available or the bidder's plan to secure meals by April 1, 2020 6. Frequency of menu rotations. 7. Special consideration for menus that include local favorites: Cincinnati Chili, Green Salads, and meal combinations favored by locals (i.e. meatloaf/mashed potatoes, fish/macaroni and cheese, ham/beans/potatoes). 8. Those not using the COA contracted Caterer must include a copy of the proposed menu's (Regular, Therapeutic, Gluten Free, Lactose Free) and an Ohio Licensed Dietitian's statement of menu approval. 	<p>Example 0-No details provided.</p> <p>Example 1-Proposal mentions a limited number of meal options, no menu sample.</p> <p>Example 2-Proposal mentions ability to provide variety with few details of number of options available or example of menus. Proposal mentions ability to provide a 4 week rotation.</p> <p>Example 3-Proposal includes some details of home delivered meal options that include the number of beef, poultry, pork, seafood, vegetarian, breakfast meals, vegetables, fruits/fruit juices. Includes offer of skim, 1%, 2% and low fat chocolate milk, 100% whole wheat bread, whole grain white bread, number of dessert/snack options. Number of Cardiac, Diabetic, Renal meal options. List of Mechanically Altered meals available (chopped, ground, puree). Number of Gluten Free and Lactose Free meals. Proposal includes examples of menu's and 4 week menu rotation.</p> <p>Example 4-Proposal includes number of home delivered meal options that include the number of beef, poultry, pork, seafood, vegetarian, breakfast meals, vegetables, and fruits/fruit juices. Includes offer of skim, 1%, 2% and low fat chocolate milk, 100% whole wheat bread, whole grain white bread, number of dessert/snack options. Includes number of Cardiac, Diabetic, Renal meal options. List of Mechanically Altered meals available (chopped, ground, pureed). Number of Gluten Free, Lactose Free meals. If not using COA Caterer-Includes copy of proposed menus and menu approval from Ohio Licensed Dietitian. Menu includes local favorites. Proposal includes ability to provide Therapeutic and Mechanically Altered meals for single meals as well as 2-5-7 day meal packages. Bidder demonstrates the ability to provide a 4-6 week rotation.</p>	<p>0-4</p>
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<p>4. Continual Quality Improvement Process</p>	<p>Describe how your Quality Management System:</p> <ol style="list-style-type: none"> 1. Incorporates policies, processes and activities which reduce risk, identify weaknesses, and improve all aspects of service delivery. 2. Addresses problems in a timely manner. 3. Engages and utilizes feedback from clients, employees, management and other stakeholders such as COA. 4. Uses standardized data collection tools such as client satisfaction surveys. 	<p>Example 0-No details provided. Example 1-Proposal mentions they have a quality improvement process. Example 2-Proposal mentions quality management policies with no examples/details on how they collect or use data. Example 3-Proposal includes quality management policies. Proposal includes some explanation of how they address problems, how they collect data and how they use the data. Example 4-Proposal includes thorough quality management policies. Proposal includes multiple examples of how problems are addressed in a timely manner. Proposal includes comprehensive details on how data is collected, who it is collected from, and what data is used for.</p>	<p>0-4</p>
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<p>5. Emergency Preparedness</p>	<p>Describe your company's plan to address:</p> <ol style="list-style-type: none"> 1. Food and supply shortages. 2. Food safety concerns. (contamination, failed temperature controls, food recalls). 3. Staffing shortages. 4. Equipment and vehicle failures. 5. Environmental emergencies. (weather, power outages, domestic disturbances). 	<p>Example 0-No details provided. Example 1-Proposal mentions a plan to address shortages, food safety, failures or emergencies, without details. Example 2-Proposal mentions, with little detail, their plan to address shortages, food safety, failures and emergency. Example 3-Proposal includes description with some detail of plan for addressing staff/food/supply shortages, food safety concerns, equipment and vehicle failures, emergencies. Example 4-Proposal contains comprehensive details of company training and onboarding process with respect to food safety. Proposal includes extensive details of their continuity of operations plan with respect to staffing challenges and food/supply shortages, food safety concerns, equipment, vehicle failures, and emergencies to ensure timely completion of deliveries.</p>	<p>0-4</p>
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<p>6. Experience and Commitment to Aging</p>	<p>Proposal includes examples of:</p> <ol style="list-style-type: none"> 1. Years, depth, and breadth of service to the elderly as a business. 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. 	<p>Example 0-No details provided. Example 1-Proposal mentions service to the elderly, does not include company mission or how they support the low income elderly. Example 2-Proposal includes company mission and mentions support of low income elderly with no examples given. Example 3-Proposal includes company mission and examples of service to elderly with some details. Proposal mentions support with some details for low income elderly. Example 4-Proposal includes detailed examples of service to elderly. Proposal includes company mission and thorough details of how they support low income elderly.</p>	<p>0-4</p>
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<p>7. County Presence</p>	<p>Bidder demonstrates:</p> <ol style="list-style-type: none"> 1. A presence in one of the 5 counties (Butler, Clermont, Clinton, Hamilton, Warren) where COA provides services. County presence is defined as having a physical office location in a county, hiring employees who reside in a county and/or payment of payroll tax to the county. 	<p>Example 0-No details provided. Example 1- Bidder is not located in Ohio, Indiana, or Kentucky. Example 2- Bidder is physically located in counties located further out than neighboring counties of COA. Example 3- Bidder is physically located in a neighboring county. Bidder demonstrates history of hiring employees residing in 5 county region and/or in neighboring county. Example 4-Bidder is located in either Butler, Clermont, Clinton, Hamilton, or Warren County. Bidder demonstrates history of hiring employees residing in 5 county region. Bidder has a physical office in one of the 5 counties.</p>	<p>0-4</p>
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3rd Level Evaluation: Personnel, Staffing, and Training

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

Number	Category	Examples for Scoring	Points
1. Recruitment, hiring, and retaining staff. Tenure in leadership positions.	Describe your organizations: 1. Strategy to recruit, hire, and retain staff. 2. Backup plan in the event a staff member is unable to complete services. 3. Retention and tenure in leadership positions. 4. Criminal records check and reference check.	Example 0 -No details provided. Example 1 -Proposal mentions recruiting outlets used (i.e.-paper, website, word of mouth etc.) Example 2 -Proposal mentions online recruiting resources used by name and methods of advertising for recruitment. Example 3 -Proposal names recruiting resources and details on new hire orientation, specific recruiting strategies, new hire orientation, and ongoing training programs. Example 4 -Proposal contains comprehensive recruiting strategies, frequency of advertising for recruitment and provides examples (screen shots) of recruiting marketing materials, provides detailed new hire training and orientation schedules, provides continuous training schedules. Bidder Demonstrates retention and tenure in leadership positions.	0-4
2. Training	Describe your company's: 1. Training program that insures new hires are prepared to provide required services according to COA's Home Delivered Meals program as it pertains to their job responsibilities. 2. Continuing education of current employees on required services according to COA's Home Delivered Meals program for a high level of quality and food safety.	Example 0 -No details provided. Example 1 -Proposal does not mention training new hires, or educating current staff on program specifications. Example 2 -Proposal mentions that all staff are trained. Example 3 -Proposal outlines training provided to new hires, and education for current staff on program specifications. Example 4 -Proposal includes specific training strategies to insure staff are skilled and knowledgeable of program specifications (as is relates to their job responsibilities) and the company's mission. Proposal includes examples of training materials/training checklist.	0-4

3. Supervision and performance monitoring	Describe how your company: 1. Provides staff supervision and performance monitoring.	Example 0 -No details provided. Example 1 -Proposal mentions number of staff and number of supervisors. Example 2 -Proposal includes supervisor/staff ratios, mentions supervisor/staff meetings. Example 3 -Proposal includes ratios, supervisor/staff meeting schedules, supervisor monitoring. Example 4 -Proposal includes sample employment application, supervisor resumes, ratios for supervisor/staff, meeting schedules, supervisor monitoring tools (checklists, audit forms, evaluation documents), and/or frequency of supervisor monitoring.	0-4
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4th Level Evaluation: Pricing

Number	Category		
1. Pricing	1. Does the proposal demonstrate competitive pricing with respect to other proposals received? 2. Does the proposal have pricing for each type of meal for years 1 -3 as well as the renewal options for year 4 and 5?	Price for the entire contract period based on information submitted on Attachment 1-1e Bid Rate Worksheets.	

Section Seven: Required Forms

Bidder's Identifying Information Form for RFP: 003-19

1. IDENTIFYING INFORMATION

1. Legal Name of Bidder:		2. Federal Tax ID #:		
3. Doing Business As (d.b.a.) if applicable:				
4. Sites doing business in this service area:				
	Site #1	Site #2	Site #3	Site #4
Admin./Director:				
Street:				
City, State, & Zip:				
Phone #:				
FAX #:				
Email address:				
5. Ownership <ul style="list-style-type: none">• Private• Charitable/Religious		<ul style="list-style-type: none">• Private/Non-profit• Public/ Government• Publicly Traded		Other _____
6. Legal Structure <ul style="list-style-type: none">• Sole Proprietorship• S Corporation		<ul style="list-style-type: none">• Partnership• Non-Profit Corporation		<ul style="list-style-type: none">• Corporation• Voluntary Corporation

2. STATEMENT OF UNDERSTANDING

The bidder affirms that the information contained in their proposal is true to the best of their knowledge and belief. The bidder assures that it currently provides the services for which it is bidding. The bidder also affirms that the Request for Proposal has been read and understood and Provider will be in compliance with all requirements prior to contract execution.	
Signature:	Title:
Printed Name:	Date:

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: _____

Section Eight: Insurance & 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 25 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, Legal Assistance, health care services, social work/counseling, and/or nutritional consultation 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 Nine: General Terms & 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 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 attachments and 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 Home Delivered Meals Agreement

ELDERLY SERVICES PROGRAM AGREEMENT

between

COUNCIL ON AGING OF SOUTHWESTERN OHIO

and

XXXXXXXXXXXXXXXXXXXXXXX

October 1, 2019 through September 30, 2022

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SECTION I INTRODUCTION

THIS AGREEMENT ("Agreement") is entered into effective October 1, 2019 by and between XXXXXXX, hereinafter referred to as the "Provider," and Council on Aging of Southwestern Ohio, hereinafter referred to as "COA." The purpose of this Agreement is to define the terms and conditions under which Provider is to furnish and invoice services to the Elderly Program (ESP) for COA. .

SECTION II GENERAL REQUIREMENTS FOR PROVIDERS

- A. Provider shall provide only the services for which it is certified and as delineated on Schedule 1, attached to this Agreement and made a part hereof.
- B. Provider shall provide the services listed in the service zones specified and at the reimbursement rate indicated on Schedule 1 of this Agreement. Provider shall not, without prior written approval from COA, discontinue servicing any service or zone listed on Schedule 1 of this Agreement.
- C. Provider shall meet the current Elderly Services Program Conditions of Participation and the current Service Specifications, incorporated herein by reference.
- D. Provider represents that it is, and shall remain during the term hereof, a lawful business organization (for profit or not-for-profit) registered to do business in Ohio and in good standing under the laws of the State of Ohio.
- E. To enable connection to the ESP platform ("CareDirector") Provider shall have, and maintain during the entire term of the Agreement, a minimum of one computer, high speed Internet access (minimum DSL), and a printer either connected directly to the computer used for accessing the Internet or available as part of a local area network. It is the Provider's responsibility to ensure it can connect to the Internet and access COA's homepage (www.help4seniors.org). "CareDirector" is the ESP information system used for Intake (ADRC), Care Management, Request for Service ("RFS"), and acceptance of service referrals, invoicing, and other related ESP activities.

Provider acknowledges that communication with COA under this Agreement is necessary dependent on technology and computers. Therefore, the Provider agrees to cooperate fully with COA to implement any technology changes within a reasonable time, as determined by COA, after notified of change is required. Provider shall promptly, upon receipt of invoice from COA, make payment for any connectivity or service fees, or other fees related to the requirements, specifications or recommendations relating to technology necessary for Provider to perform under this Agreement, as referenced in the COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS, incorporated herein by reference.

- F. Upon declaration of a disaster by the President, Governor, County Board of Commissioners ("County"), and/or COA, the Provider will cooperate with COA to assess the extent of the impact upon persons aged 60 and over and to coordinate

the public and private resources in the field of aging in order to assist older disaster victims.

SECTION III REIMBURSEMENT FOR SERVICES PROVIDED

- A. Provider will be reimbursed at the rate specified in Schedule 1 upon providing and invoicing the authorized units of service in accordance with the Conditions of Participation and Service Specifications to individuals identified by COA as eligible.
- B. Provider must use the CareDirector ESP system to invoice COA for services authorized and provided. Provider must invoice monthly within the time frames established by COA.
- C. Provider will be reimbursed monthly via Electronic Funds Transfer (EFT), contingent upon the conditions of this Agreement being met. COA will issue reimbursement payment directly to the Provider. Notwithstanding the foregoing, COA reserves the right (but not the obligation) to issue payment directly to a third-party (e.g., a food vendor), if Provider has contracted with the third-party to provide goods or services in connection with Provider's services hereunder, but Provider has failed to make payment to the third-party when due; and any amounts paid directly by COA to the third-party shall be deducted from, and set off against, any amounts then or in the future due to Provider from COA. In the event Provider is paid for services not allowable under the terms of the 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 outstanding amount to COA within ten (10) business days after written receipt of notice to do so.
- D. Billing may be submitted up to and including the twelfth (12th) day of each month. If billing is missed within the first month the Provider has another opportunity to bill on the twelfth (12th) day of the following month. Should the twelfth (12th) day of the month fall on a Saturday billing will be due on the eleventh (11th). If the twelfth (12th) day of the month should fall on a Sunday billing is due on the thirteenth (13th). COA shall have the right to refuse to process Provider claims when claims are not received by the twelfth (12th) day of the following month, after the end of the month in which Provider delivered the services. Should a Provider feel that a claim or claims were rejected in error the Provider must submit a letter or email to the accounting manager listing at minimum the following information:
 - 1. The reasons the billing was not accomplished timely
 - 2. The Provider's plan of action to make certain that billing is timely in the future.

COA will render a decision within ten (10) days as to whether or not to allow the billing. This decision will not be appealable.

- E. COA will accept full responsibility and liability to collect and verify clients' financial liability as required by the Counties current elderly services program general information and program guidelines, incorporated herein by reference.
- F. Additional requirements for Providers of Home Delivered Meals

1. The Provider is required to collect and report program income (Voluntary Contributions) 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 Survey Monkey. COA reserves the right to change the method for submitting program income.

SECTION IV RECORDS AND DOCUMENTATION

Provider shall ensure that all necessary records are maintained to fully disclose the extent of services provided under this Agreement until the later of: a period of five (5) years from the expiration date of this Agreement or, if an audit is initiated within the five (5) year period, until the audit is completed and every exception resolved, or five (5) years after adjudication, and to provide immediate access to these records upon request of COA or its designee for audit purposes.

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 implementing regulations there under, and all other regulations applicable to the program(s) under which this Agreement is funded, the Ohio Revised Code, and the regulations and administrative procedures of COA and County.

SECTION V INDEMNIFICATION

At all times during the term of the Agreement and to the extent permitted by law, Provider hereby agrees to indemnify COA and County, together with their respective trustees, commissioners, members, directors, officers, employees, assigns, and agents, and to hold COA and County harmless from and defend COA and County against any and all claims, demands, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' 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 and County. Nothing herein shall limit the right of COA or County to participate in its own defense.

SECTION VI INSPECTION AND MONITORING

- A. Provider shall maintain and, upon request, make available to COA, the County Board of Commissioners, or any of their duly authorized representatives independent books, records, payroll, accounting procedures and practices, and documents which sufficiently and properly document and reflect all direct and indirect costs of any nature expended in operating the ESP. Such records shall be subject at all reasonable times to inspection, review, and audit by COA, the County, or their designees, or any government agency having responsibility or control over expenditure of public funds for the purposes of making audit, examination, excerpts, and transcriptions, determining compliance with all applicable laws and regulations of any kind, and the terms and conditions of this Agreement.
- B. Provider will be monitored periodically by a representative(s) from COA, or a duly authorized representative, and Provider will permit access for such monitoring at all reasonable times. The monitoring will be to determine whether Provider's activities are being carried out as specified by the Agreement. Monitoring activities may include, but are not limited to, on-site observation, inspection, interviews of staff and

clients, and review of Provider employee and fiscal records related to the services provided under this Agreement and any other procedures, plans, documents and records which are directly pertinent to this Agreement. Specific monitoring methods and information to be requested may be discussed with Provider, although COA reserves the right to make final determination of the methods to be used and the information, pursuant to this Agreement, to be collected. Adequate measures will be taken by COA to insure that records of a confidential nature will not be compromised. If, in the judgment of COA, Provider is found to be in violation of this section or unable to carry out its provisions, COA, at its option, may suspend or terminate this Agreement,

- C. Provider agrees to accept responsibility for receiving, responding to, and/or complying with any audit exceptions noted in the course of any audit in connection with this Agreement. Such responsibility shall include, but not be limited to, the following actions with respect to any such exception:

1. Provider shall repay COA the full amount of any Levy funds received for services not covered by this Agreement and not intended by the Levy and Ohio Revised Code Section 5705.71.
2. Provider shall repay to COA the full amount of any Levy funds received as a result of any duplicate or erroneous billings, deceptive claims for reimbursement, or falsification of information provided to COA.

For purposes of this paragraph, Section VI C 2, "deceptive" means knowingly deceiving another, or causing another to be deceived, by fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.

SECTION VII APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS AND ESTABLISHED GUIDELINES

- A. Provider shall conform to the requirements of all applicable federal, state and local Laws, regulations, and established guidelines of the County and ESP and those incorporated by reference herein, including, but not limited to the following, as all may be amended from time to time:

1. Elderly Services Program Conditions of Participation and Service Specifications, County and Elderly Services Program General Information and Program Guidelines;
2. Civil Rights Act of 1964, as Amended;
3. Section 504 of the Rehabilitation Act of 1973, as Amended;
4. Older Americans Act of 1965, as Amended;
5. 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;
6. Age Discrimination Act of 1975, as Amended;
7. Age Discrimination in Employment Act of 1967, as Amended;
8. Americans with Disabilities Act of 1990;

9. State and local health, fire, safety, zoning, and sanitation codes;
 10. Drug-Free Workplace Act of 1988;
 11. Federal, State, and local regulations regarding taxes, unemployment, and workers compensation;
 12. Health Insurance Portability and Accountability Act ("HIPAA")
 13. Family Medical Leave Act ("FMLA"); and
 14. Uniformed Services Employment and Reemployment Rights Act ("USERRA")
- B. Provider at its sole cost shall conduct a criminal background check as required within the Conditions of Participation and Service Specifications.
- C. Provider shall incorporate the foregoing requirements (Paragraphs A and B of this section) in all Subcontracts for work hereunder.

SECTION VIII EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Agreement, Provider shall comply with all laws state and federal prohibiting discrimination in employment. This includes discrimination based on race, religion, national origin, color, sex, sexual orientation, age disability or Veteran status.
- B. Provider shall incorporate these requirements in all subcontracts for work completed under this Agreement.
- C. Provider shall, upon request, furnish COA with its policy prohibiting discrimination and affirmative action plan, if applicable.

SECTION IX DEBARMENT AND SUSPENSION

Provider certifies that neither it nor its principals are at any time during this Agreement 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, partner, key employee or other person with primary management or supervisory responsibilities, or other control over the operations of the 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 X COMPLIANCE REVIEW

- A. Provider will maintain documentation, as appropriate, to support each action under this Agreement and will file it in a manner allowing it to be readily located.
- B. COA's Contract Auditor will perform a compliance and financial review. This review shall include a comprehensive review of all applicable documentation. Provider shall cooperate fully to accomplish said unit review. The timing of the

review performed shall be at the discretion of COA.

C. Provider agrees to accept responsibility for receiving, replying to, and/or complying with any unit review 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 review 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 review exceptions.

SECTION XI INSURANCE

A. Provider, at Provider's sole cost and expense, agrees to carry and maintain in full force, with no interruption of coverage during the entire term of this Agreement:

1. Comprehensive general liability minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Provider shall furnish COA with a Certificate of Insurance evidencing Provider's liability insurance meets the proper requirements. The insurance certificate shall name "Council on Aging of Southwestern Ohio (COASM)" 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 change, cancellation or non-renewal of coverage.

Provider understands it is responsible for ensuring a current Certificate of Insurance is received by COA's Procurement and 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.

2. Third Party Fidelity or similar insurance covering client loss due to theft of client's property or money, or property damage, by any employee or volunteer of Provider.

Provider shall furnish COA with a Certificate of Insurance evidencing Provider has the appropriate insurance to cover client loss due to theft or property damage. Provider understands it is responsible for ensuring a current Certificate of Insurance is received by COA's Procurement & Provider Services Department whenever a change is made to the Provider's Third Party Fidelity insurance coverage, including, but not limited to, change in insurance carrier(s), change in coverage, renewal of coverage.

Additionally, Provider shall furnish COA with a written procedure describing the step-by-step instructions a consumer must follow to file a claim.

3. Automobile liability with coverage against claims for injury and/or death in the amount of \$300,000 per individual, \$1,000,000 per occurrence.
4. Workers Compensation coverage for the State(s) in which the employees are eligible for benefits.
5. A fidelity bond covering all individuals authorized by Provider to collect

and/or disburse funds.

6. Provider of health care services, social work/counseling, and nutritional consultation shall carry and maintain professional liability insurance insuring Provider and such professionals against any and all claims, actions, causes, costs and expenses relating to or arising out of the performance of services under this Agreement, 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.
- B. Provider further agrees that in the event its comprehensive general or professional liability policy 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 application to claims thereby insured, notwithstanding the termination of this Agreement.
 - C. Provider shall have all the above described insurance in full force and effect prior to the commencement of work under this Agreement. The insurance must be through a carrier licensed to provide insurance in Ohio and reasonably acceptable to COA. Cancellation or non-renewal of required insurance, or not furnishing COA with evidence of required insurance coverage shall be grounds to terminate this Agreement.
 - D. The insurance required under this Agreement shall cover the acts or omissions of both paid employees and volunteers working for Provider.
 - E. Provider shall require the same amount of insurance from all subcontractors utilized under this Agreement.

SECTION XII AMENDMENT

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

During the term of this Agreement COA may adopt provider quality measures ("PQMs") designed to ensure that providers are meeting expected quality performance standards. Any PQMs so adopted shall be generally applicable to providers providing services through contracts with COA. COA reserves the right to unilaterally modify the Agreement, upon written notice to the Provider, to implement any provider quality program adopted by COA after the date of this Agreement. Provider's performance, as measured by PQMs, may be used by COA in determining Provider's eligibility to participate in COA's "request for services" system, and the failure of Provider to meet minimum PQMs may be used by COA as grounds for imposing disciplinary actions on Provider.

SECTION XIII TERMINATION

- A. Notwithstanding anything herein to the contrary, either party may at any time during the term of the Agreement or any extension thereof, with or without cause and without having to show a breach, terminate this Agreement by giving sixty

(60) days' notice in writing to the other party of its intention to do so. Provider must notify COA of its intent to terminate this Agreement prior to notifying clients (being serviced by Provider for COA under this Agreement) of such termination. Provider will assist care managers with transition of clients to another contracted COA Provider as necessary. In addition, the Agreement may be terminated at any time (without 60 days written notice) by COA for good and just cause as determined within the sole and absolute discretion of COA, including but not limited to Provider's neglect, misconduct, fraud, misappropriation, embezzlement, violation of any of the provisions of this Agreement, or to funding decline. 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 funds. All such notices shall be in writing and shall be delivered according to the "Notice Requirements" provided in Section XVI of this Agreement.

- B. If, in the opinion of COA, the Provider has materially breached any of the terms of this Agreement, COA shall deliver to Provider a written notice detailing the nature of the breach. If Provider has not cured or made arrangements satisfactory to COA to cure the breach within ten (10) working days of receipt of the written notice thereof, COA, at its sole discretion, may suspend or terminate this Agreement immediately upon written notice of such suspension or termination. COA, or the agency under contract to administer Care Management for COA, reserves the right to disenroll clients from service by Provider at any time within its sole discretion which shall not be deemed a breach of this Agreement by COA.

SECTION XIV ASSIGNABILITY

- A. Except as expressly provided herein, neither COA nor Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without the prior written consent of the other. COA and Provider each bind themselves, their successors, and assignees to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, trustee, member, employee, or agent of either COA or Provider.
- B. If Provider is purchasing or being purchased by, or merging with, another entity (even if the purchasing/merging entity is a Provider with an existing ESP Service Provider Agreement with COA), Provider shall provide written notice to COA at least sixty days (60) prior to the effective merger or purchase date. Provider must notify COA prior to notifying clients (being serviced by Provider, for COA under this Agreement) of such purchase or merger. Provider will assist care managers with transition of clients to another contracted COA Provider as necessary. Provider acknowledges that a purchase of, or merger with, another entity may affect the terms of this Agreement.
- C. In the event that Provider subcontracts any of its obligations hereunder, Provider shall not be released from said obligations and Purchaser shall remain directly liable to COA for compliance with all of the terms of this Agreement and full performance of all of Provider's obligations hereunder, as and when the same are due.

SECTION XV MISCELLANEOUS

A. APPEALS:

Provider shall have the right of appeal on actions taken by COA pertaining to this Agreement per COA policies.

B. CONFLICT OF INTEREST:

Provider agrees to comply with COA's policy relating to conflicts of interest at all times during the term of this Agreement. Upon request, COA will furnish Provider a copy of the Conflict of Interest Policy.

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's 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.

This Agreement may be renewed or extended upon the mutual written agreement of Provider and COA.

D. MEDIA, PUBLIC RELATIONS, AND OUTREACH:

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

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

Program information, whether in print or electronic format, shall include at a minimum, the COA Agency Partner logo and a statement that the program is 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. The COA Agency Partner logo can be downloaded from the COA website, www.help4seniors.org, under Service Provider Information. Or, upon request to the Communications Director, COA will furnish Provider with logo in electronic format.

If provider has a web site that includes content about the Elderly Services Program, Provider shall establish and maintain a link from the ESP section to the COA website, www.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 the Agreement scope of work, deliverables required under the Agreement, results obtained under the 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 the Agreement.

Nothing in this section is meant to restrict Provider from using Agreement information and results to market to specific clients 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 the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of Providers' performance under the Agreement.

E. SPECIAL CONDITIONS FOR HOME DELIVERED MEALS PROVIDERS:

Providers of Home Delivered Meals agree to the following Special Conditions --

1. To attend meetings as requested by COA.
2. Menus of all meals served under this Agreement must be approved by COA's dietitian or nutrition personnel.
3. All food bids and proposed Agreements must be reviewed and approved by COA's dietitian or nutrition personnel.
4. All meals supervisors shall attend meals supervisor training sessions and meetings.
5. Designated staff members, as applicable, shall be trained in first aid and CPR procedures.
6. Provider assures that where state or local public jurisdictions require licensure for the provision of services, the Provider will be licensed or will meet the requirements for licensure.
7. 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.

8. Provider agrees to process payment to their approved food service vendor within forty- five (45) calendar days of receipt of monthly invoice from the food service vendor.
9. Provider will notify COA and the client in writing of the anticipated last day of service to a client 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 client; serious risk to the health or safety of the provider; the client'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. The provider shall also notify the client how he or she may reach a long-term care ombudsman.

F. WAIVER OF BREACH:

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.

G. SEVERABILITY:

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

H. 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. 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.

I. 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.

J. RESTRICTION ON USE OF LEVY FUNDS:

Provider agrees that Levy funds will not be used by the Provider to engage in any claim or litigation against the County or any department or division of the County including their appointed advisory committees, for Elderly Services Programs or COA. In addition, Levy funds may not be used for any political campaign purpose.

K. DISPUTE RESOLUTION:

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.

M. MAJOR UNUSUAL INCIDENT

Provider shall notify COA of any and all major unusual incidents that impact the Provider and/or any client 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 client, 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.

SECTION XVI NOTICE REQUIREMENTS

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

If to COA to: Suzanne Burke, Chief Executive Officer
Council on Aging of Southwestern Ohio
175 Tri County Parkway
Cincinnati, Ohio 45246

If to Provider to:

SECTION XVII PRIORITY OF DOCUMENTS

The Agreement, the RFP, the Application, the Conditions of Participation, the Service Specifications 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 provisions of this Agreement shall have control, then the RFP, then the Application, then the Conditions of Participation, then the Service Specifications, then the Information and Program Guidelines.

SECTION XVIII TERM OF THE AGREEMENT

The Agreement by and between Provider and COA effective on **October 1, 2019**, shall remain in effect, unless amended or terminated by one or more of the parties, through **September 30, 2022**.

Additionally, upon mutual consent of the parties, the Agreement can be extended or renewed after September 30, 2018.

This Agreement together with the attached schedule 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: XXXXXXXX

By:

Signatory

Date

COA: Council on Aging of Southwestern Ohio

By:

Suzanne Burke, Chief Executive Officer

Date

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 _____, 2019.

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 submit an administrative appeal to try to resolve the adverse decision. Any administrative efforts to resolve the adverse decision should be forward to the Manager of Procurement and Contract Services, or their assigned designee, in writing to

Provider_Services@help4seniors.org within ten (10) business days after the date the appellant received notification of the adverse decision.

Once all efforts to administratively resolve the decision have been exhausted, should a Bidder not be satisfied with the outcome of the process as detailed above, the Bidder 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.