



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

**REQUEST FOR PROPOSALS (RFP)
RFP: 003-18**

**ELDERLY SERVICES PROGRAM
HOME MEDICAL EQUIPMENT**

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

Proposal Due Date: October 9, 2018 by 12 noon EST

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Section One - General Information

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

is accepting proposals from qualified Bidders for the following Request For Proposal (RFP)

Request For Proposal Number	Proposal Name
003-18	Elderly Services Program Home Medical Equipment
Important Dates	
RFP Release Date	8/31/18
Last Day to Submit Questions	9/12/18 @ 12pm EST
Last Day for COA to Answer Questions Submitted	9/18/18 @ 4pm EST
Proposal Due Date	10/9/18 @ 12pm EST
Estimated Award Date	The week of November 19, 2018
Transition Period	November 2018
Executed Contract/ Start Date	1/1/19
Length of Contract	3 years with renewal options for years 4 and 5

Proposal Delivery

Each submission must have one (1) signed original, four (4) copies. COA would appreciate a copy of your bid on a flash drive however the flash drive submission is not a bid requirement. All bids must be received no later than **NOON** Eastern Standard Time on **October 9, 2018**. Bids may be submitted by hand, via delivery service, or via United States mail. The bidder is responsible for ensuring the bid arrives at COA's office prior to the submission deadline. Bids must be sent to:

Council on Aging of Southwestern Ohio
Attn: Manager of Provider &
Procurement Services
175 Tri County Parkway
Cincinnati, Ohio 45246

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

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

provider_services@help4seniors.org

Only questions submitted in writing to this e-mail address will receive a response. All questions must be submitted by Noon Eastern Standard Time on September 12, 2018. Responses will be posted on COA's website at <https://www.help4seniors.org/Service-Providers/Elderly-Service-Program/ESP-Request-Proposals.aspx>.

Background Information

Council on Aging of Southwestern Ohio (COA) was established in Cincinnati 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 (referred to as PSA-1) in the State of Ohio.

As a part of COA's services, they provide Home Medical Equipment (HME) through the Elderly Services Program (ESP). HME provides rented or purchased medical equipment and/or supplies to clients to promote independence and safety in their homes. Service delivery to clients from qualified providers will include equipment delivery, set up, installation, education, and observing all equipment warranties while maintaining a competitive price.

Historically, COA has purchased this service in the following manner: Established organizations interested in providing Home Medical Equipment for ESP would submit a proposal to COA through an RFP process. If the organization met the RFP requirements, the organization was then required to evidence compliance with the ESP Conditions of Participation and Service Specifications. An organization meeting all requirements would then be awarded an Agreement/Contract to provide the service.

As a contracted Provider, the organization would be eligible to bid on referrals and receive awards to furnish HME services to eligible ESP clients as referred by the client's Care Manager.

COA has a history of procuring services in this manner for the Elderly Services Program since the inception of the program in Hamilton County in 1992. COA is the administrator of the Elderly Service Program in Butler, Clinton, Hamilton, and Warren Counties.

The goal of this RFP is to attract the highest quality Providers for the lowest cost who can meet the demand for services. This RFP will use the zones in the demographics section below. There will be four zones in Butler County, six zones in Hamilton County, and one zone in Clinton County. There may also be two zones in Warren County added to this contract, pending approval from the Warren County Advisory Council and the Warren County Board of County Commissioners. There is no commitment from COA on volumes due to the unknown nature of RFP responses.

Bidders receiving awards through this RFP process must agree to provide services in accordance with the Service Specifications and Conditions of Participation.

Please note:

- COA shall award contracts based on the review and evaluation of proposals.
- This is a competitive bid process and not all Bidders will be awarded contracts. A contract in the past does not guarantee a contract in response to this RFP.

Integrity of the Procurement Process

During the procurement process, providers are permitted to have communication regarding this RFP with only the provider services team. All communication shall be in written form. Acceptable contact with the provider services team includes email, facsimile, or other forms of written communication. Providers are strictly prohibited from having contact with Elected Officials, Boards or others who may have decision making authority regarding the funding for this program. A Provider that demonstrates the behaviors listed below at any time during the procurement process will be disqualified from submitting a proposal for the resulting service.

The list includes, but is not limited to, the following examples:

- Hiring a representative to lobby on your company's or another company's behalf
- Third party communications
- Direct communication
- Telephone calls
- Emails
- Facsimiles
- Personal visits
- Mail

Section Two-Demographics

The following chart represents Home Medical Equipment (HME) clients served and units for the time period of January 1, 2017- December 31, 2017

BUTLER COUNTY

Zone	ZIP	Clients Served	Units Delivered
BC West	45030	0	
	45053	0	
	45056	0	
	45064	0	
	45067	0	
	Zone Total	0	
BC Central	45011	8	57.00
	45013	8	81.00
	45055	0	
	45062	1	8.00
	45063	0	
	Zone Total	17	146.00
BC Northeast	45005	0	
	45036	0	
	45042	4	36.00
	45044	10	84.00
	45050	0	
	45067	2	14.00
	Zone Total	16	134.00
BC Southeast	45014	6	64.00
	45015	2	12.00
	45069	1	4.00
	45231	0	
	45241	0	
	Zone Total	9	80.00
BCESP TOTAL		42	360.00

Zone	ZIP	Clients Served	Units Delivered
BC West	45030	0	
	45053	3	4.00
	45056	11	14.00

	45064	0	
	45067	0	
	Zone Total	14	18.00
BC Central	45011	57	70.00
	45013	70	84.00
	45055	0	
	45062	0	
	45063	0	
	Zone Total	127	154.00
BC Northeast	45005	0	
	45036	0	
	45042	55	67.00
	45044	84	112.00
	45050	4	4.00
	45067	20	29.00
	Zone Total	163	212.00
BC Southeast	45014	53	66.00
	45015	24	31.00
	45069	28	35.00
	45231	0	
	45241	8	12.00
	Zone Total	113	144.00
BCESP TOTAL		417	528.00

CLINTON COUNTY

Zone	ZIP	Clients Served	Units Delivered
Clinton County	45107	1	5.00
	45113	0	
	45148	0	
	45159	0	
	45164	0	
	45169	1	12.00
	45177	0	
CCESP TOTAL		2	17.00

Zone	ZIP	Clients Served	Units Delivered
Clinton County	45107	21	27.00
	45113	6	7.00
	45148	1	1.00
	45159	3	5.00
	45164	1	1.00
	45169	14	15.00
	45177	49	68.00
CCESP TOTAL		95	124.00

HAMILTON COUNTY

Zone	ZIP	Clients Served	Units Delivered
HC Zone 1 - West	45001	0	
	45002	0	
	45030	2	15.00
	45033	0	
	45041	0	
	45052	0	
	45211	4	28.00
	45233	2	5.00
	45238	2	10.00
	45247	2	19.00
	45248	0	
	Zone Total	12	77.00
HC Zone 2 - Downtown	45202	0	
	45203	1	6.00
	45204	0	
	45205	0	
	45206	2	19.00
	45214	2	12.00
	45219	0	
	Zone Total	5	37.00
HC Zone 3 - Central	45207	0	
	45212	0	
	45213	0	
	45216	0	
	45217	0	
	45220	0	

	45223	0	
	45224	1	2.00
	45225	1	10.00
	45229	1	7.00
	45232	0	
	45237	1	7.00
	45239	1	1.00
	Zone Total	5	27.00
HC Zone 4 - North	45215	2	10.00
	45218	1	7.00
	45231	4	9.00
	45240	3	26.00
	45246	0	
	45251	2	9.00
	45252	0	
	Zone Total	12	61.00
HC Zone 5 - Northeast	45140	0	
	45236	1	11.00
	45241	0	
	45242	0	
	45249	0	
	Zone Total	1	11.00
HC Zone 6 - Southeast	45111	0	
	45174	0	
	45208	1	5.00
	45209	0	
	45226	0	
	45227	1	10.00
	45230	0	
	45243	0	
	45244	0	
	45255	1	2.00
	Zone Total	3	17.00
HCESP TOTAL		38	230.00

Zone	ZIP	Clients Served	Units Delivered
HC Zone 1 - West	45001	1	1.00
	45002	0	
	45030	15	26.00
	45033	1	5.00

	45041	0	
	45052	2	2.00
	45211	35	41.00
	45233	12	15.00
	45238	41	57.00
	45247	21	23.00
	45248	12	18.00
	Zone Total	140	188.00
HC Zone 2 - Downtown	45202	7	9.00
	45203	6	6.00
	45204	1	1.00
	45205	18	26.00
	45206	21	27.00
	45214	15	21.00
	45219	6	9.00
	Zone Total	74	99.00
HC Zone 3 - Central	45207	19	21.00
	45212	16	20.00
	45213	1	1.00
	45216	12	21.00
	45217	12	15.00
	45220	13	18.00
	45223	13	21.00
	45224	49	60.00
	45225	14	20.00
	45229	28	33.00
	45232	8	11.00
	45237	46	55.00
	45239	37	50.00
	Zone Total	268	346.00
HC Zone 4 - North	45215	37	45.00
	45218	4	4.00
	45231	65	85.00
	45240	26	35.00
	45246	24	30.00
	45251	13	13.00
	45252	0	
	Zone Total	169	212.00
HC Zone 5 - Northeast	45140	4	4.00
	45236	19	23.00
	45241	2	4.00

	45242	8	8.00
	45249	1	1.00
	Zone Total	34	40.00
HC Zone 6 - Southeast	45111	0	
	45174	0	
	45208	3	4.00
	45209	17	22.00
	45226	0	
	45227	22	29.00
	45230	12	13.00
	45243	1	1.00
	45244	4	6.00
	45255	4	4.00
	Zone Total	63	79.00
HCESP TOTAL		748	964.00

Section Three: Service Specification

Home Medical Equipment Service Specification

1.0 OBJECTIVE

Home Medical Equipment (HME) provides rented or purchased medical equipment or supplies to clients to promote independence and safety in their home. Home Medical Equipment under the Elderly Services Program (ESP) is limited to items not covered by third-party payors, Medicare, or the state Medicaid plan.

2.0 UNIT OF SERVICE

- 2.1 A unit of service is the item purchased or rented.
- 2.2 The unit rate is the purchase or rental price for the item. Rental amount, over time, is not to exceed the purchase price of the item.

3.0 PROVIDER REQUIREMENTS

- 3.1 The Provider must follow current ESP guidelines for items reimbursable by Medicare/Medicaid, MCO, or any third-party payor referred by the ESP staff member and ordered by the medical professional.
- 3.2 The Provider may only bill for the price established in the original price quote. The Provider shall purchase, deliver, educate and install, as applicable, the authorized items before submitting a bill to ESP. Any cost revisions to the original quote must have prior authorization.
- 3.3 The Provider must furnish professional ongoing assistance when needed to evaluate and adjust products delivered, or to instruct clients/caregivers in the use of HME products and assembly as applicable.
 - (a) The Provider must assume liability for equipment warranties and, therefore, install, maintain, and/or replace any defective parts or items, as specified in appropriate warranties.
 - (b) Replacement items or parts for rented equipment will not be reimbursed if damage is not related to normal wear and tear.
 - (c) The provider will notify the ESP staff member of expected date of repair or replacement.

4.0 DELIVERY, INSTALLATION, EDUCATION AND VERIFICATION

- 4.1 The Provider shall verify successful completion of delivery, installation, and education provided to the client. Client signature, or designee signature, will be obtained to verify service delivery. For those items that do not require installation and education, the Provider may use a common carrier to deliver the HME. The provider shall verify successful delivery by using the carrier's tracking statement or number in replacement of the client signature to verify the delivery.
- 4.2 The Provider must maintain individual client records documenting delivery and/or common carrier shipping record, installation of equipment, and education of equipment, when applicable.
- 4.3 The Provider may not bill until after delivery of the HME.
- 4.4 The Provider must inform the ESP staff member if an item is on backorder once they are aware. They must provide an estimated delivery date if known.

5.0 INSURANCE REQUIREMENTS

- 5.1 For HME items covered by Medicare, COA will seek to procure Providers identified through the Medicare Competitive Bid Process for applicable equipment in the affected areas.
- 5.2 A purchase price for items billable directly to ESP will be established during the Referral or RFP process.
- 5.3 The Provider must obtain prior approval from the COA staff member before billing ESP for any item deemed to be covered by another funding source.
- 5.4 COA may not pay for an item that is deemed to be covered by another payer source without supporting documentation. Supporting documentation will be reviewed prior to ESP reimbursing the provider for an item that may be covered by other insurance.

Section Four-Proposal Submission Checklist

A complete bid proposal includes the following:

- ☐ **Section 1-1 signed original proposal & 4 copies of the proposal (include flash drive if desired)**
- ☐ **Section 5-Pricing - includes Attachment A through A-4**
- ☐ **Section 6-Proposal Evaluation:**
 - ☐ 1st Level Evaluation Criteria
 - ☐ 2nd Level Evaluation Criteria
 - ☐ 3rd Level Evaluation Criteria
- ☐ **Section 8 & 9 - Bid Forms and Documentation:**
 - ☐ Bidder's Identifying Information Form
 - ☐ Non-Collusion Affidavit
 - ☐ Debarment, Suspension, Ineligibility, and Exclusion Certification
 - ☐ Certificate of Secretary of State (current and in good standing)
 - ☐ Current Bureau of Workers' Compensation Certificate
 - ☐ Certificate of Insurance evidencing the Bidder's liability meets the proper requirements
- ☐ **Financial Analysis:**
 - ☐ Provide prior year's tax return (including schedules) and prior year's statement of revenue and expenses
 - ☐ 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

Section Five-Pricing

Instructions for completing the Bid Rate Worksheets:

- There are four (4) separate worksheets, one for each county.
- Should you wish to bid for all four (4) counties you will need to submit all four (4) completed county bid rate worksheets.
Please keep in mind that contracts being awarded in Warren County will be contingent upon approval from the Warren County Advisory Council and the Warren County Board of County Commissioners.
- Please be sure to fill in all areas of the form, including the "Bidder Name" section for each bid rate worksheet you submit. The bid rate worksheets are forms that can have text typed in where ever information is required.
- Areas in gray do not require you to submit pricing.
- Pricing is broken down into three separate categories: purchase, bariatric, and rentals.
- Pricing should include delivery, installation, education, and verification (without insurance coverage) as outlined in the Home Medical Equipment Service Specification under Section 4.0 found in Section Three of this RFP.
- Rental equipment rates should be listed as per month rates. Rental equipment will be broken out to 13 monthly payments. The 13 monthly payments should represent the total cost of purchasing the equipment.
- If you feel some of the rate information you have supplied needs further clarification please fill out the rate information on the bid rate worksheet, and include separate documentation for the additional rate information you wish to include.

Pricing Process for this RFP:

After reviewing the proposals, COA will establish a maximum reimbursement rate on each piece of equipment.

COA will utilize a direct award process for all pieces of equipment, or rentals, and will be based on a flat rate established through the RFP process.

Equipment that varies in specifications (wheelchair cushions, ramps, etc.) will not be included in the direct award process with a flat rate. The rates for these items will be determined on a per client/per item basis.

Rental equipment will be broken out to 13 monthly payments. The 13 monthly payments should represent the total cost of purchasing the equipment.

The rental of equipment will be the accumulation of 13 months of rental or the purchase price of the equipment is reached whichever comes first.

Examples of equipment with pictures can be found in Appendix A of RFP: 003-18.

Quality Measures - Equipment must be of a high quality while maintaining an economical price.

Procedures must be in place to ensure client safety when dispensing a piece of equipment to the client. For example, a provider should not dispense a walker with four wheels without a braking mechanism.

COA will not pay for items considered to be an upgrade and not reasonable necessary. For example, COA will only pay for a standard material on a lift chair and not a leather material.

Items considered above reasonable and necessary will require prior authorization from the Care Manager prior to dispensing.

The documents for completing the Bid Rate Worksheets can be found in Attachments A through A-4 of this RFP.

Section Six-Proposal Evaluation

COA shall award a Contract to the Bidders who submit the best Bid proposals 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 incomplete, conditional, obscure, or which contains additions not requested, or irregularities of any kind may be rejected.

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

Bid proposals will be evaluated based on Bidder's financial stability, personnel and staffing, the organization and capabilities, and pricing. There are four levels of review identified in the tables below. The first level evaluation determines if the proposal meets the requirements of the RFP and the organization is financially stable. Bidders not meeting the first level evaluation criteria may not be considered further. The second level evaluation is for personnel and staffing. The third level evaluation scores the Provider's organization and capabilities. The fourth level of evaluation is based on pricing. This may determine where specific contract awards are made with respect to multiple variables. 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 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 company proposals.

Scoring of Submittal

The committee will base the evaluations on the following criteria:

Description	Evaluation Criteria
1 st Level Evaluation-Go/No Go Criteria	Submitted Documentation
2 nd Level Evaluation-Personnel, Staffing, and Training	0-24 points
3 rd Level Evaluation-The Organization and Capabilities	0-32 points

Home Medical Equipment (HME): Contract Award Decision Matrix

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.

1	Financial Health and Bid Requirement	<ul style="list-style-type: none"> • Provide prior year's tax return (including schedules) and prior year's statement of revenue and expenses. • 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.
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2nd 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	Describe your company's training program that insures your staff are properly trained to deliver, assemble, install, and use of the equipment the client receives.	<p>Example 1-proposal does not mention training staff on using the equipment.</p> <p>Example 2-proposal mentions that all staff are trained on the proper use of the equipment.</p> <p>Example 3-proposal outlines training provided for the assembly and installation of the equipment</p> <p>Example 4-proposal outlines specific training strategies in place to insure staff are skilled and knowledgeable with respect to delivery, assembly and installation of all equipment available through this provider. Proposal includes examples of training materials/training checklist.</p>	0-4
2	Describe your company's training of new hires to insure they are prepared to enter the field with the knowledge and skill to deliver these services at a high level of quality and safety to our clients.	<p>Example 1-proposal does not mention training new hires.</p> <p>Example 2-proposal mentions all staff are trained on proper use of the equipment.</p> <p>Example 3-proposal outlines training provided for the assembly and installation of equipment</p> <p>Example 4-proposal outlines specific training and supervision provided new hires to insure staff are skilled and knowledgeable and prepared to deliver, assemble and install all equipment available through this provider. Proposal includes examples of training materials/training checklists.</p>	0-4

3	Describe the training provided staff to insure they are prepared to educate the clients on the proper use of the equipment.	<p>Example 1-proposal does not mention educating staff on the proper use of the equipment.</p> <p>Example 2-proposal mentions that staff are trained on how the equipment is supposed to work.</p> <p>Example 3-proposal outlines specific training on how the equipment functions and provides training material for the more complicated pieces of equipment.</p> <p>Example 4-proposal includes specific training on how the equipment functions and provides training material on all pieces of equipment. Proposal includes a training checklist for staff.</p>	0-4
4	Describe the current, or planned, staff you have in place to deliver HME services. Include examples of how you provide staff supervision, continuous education and performance monitoring.	<p>Example 1-mentions number of staff and number of supervisors</p> <p>Example 2-proposal includes supervisor/staff ratios, mentions supervisor/staff meetings</p> <p>Example 3-proposal includes ratios, supervisor/staff meeting schedules, supervisor monitoring of the HME work completed</p> <p>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 home visits, calls to client, etc...</p>	0-4
5	Describe the process you have, or will have in place track product warranty information for all equipment delivered to COA clients.	<p>Example 1- proposal does not mention warranty information</p> <p>Example 2-proposal mentions warranty information is file in home office</p> <p>Example 3-proposal provides process for tracking warranty effective dates on each piece of equipment.</p> <p>Example 4-proposal includes process for tracking warranty effective dates for each piece of equipment. Proposal includes process for alerting clients/care management when equipment warranties are due to expire. Proposal includes training provided to staff to educate clients on the warranty that comes with their equipment.</p>	0-4
6	Describe the training you provide staff on the coverage offered by various insurance companies, Medicaid and Medicare to insure the appropriate funding source is being utilized.	<p>Example 1- proposal does not mention training offered to staff with respect to insurance and billing.</p> <p>Example 2- proposal mentions administrative staff are trained on different funding sources and insurance companies.</p> <p>Example 3- proposal describes what administrative staff are trained on different insurance companies to insure billing is sent to the appropriate funding source.</p>	0-4

	Proposal includes training specific with respect to the Elderly Services Program (ESP) being the Payor of last resort.	Example 4- Proposal describes in detail how training is delivered to administrative staff to insure they are knowledgeable of the coverage offered by various insurance companies, Medicaid and Medicare to insure billing is set to the appropriate funding source. Proposal offers examples of training materials and/or a training checklist. Proposal submits that administrative staff are trained on ESP being the Payor of last resort.	
Range of Points for 2nd Level Evaluation			0-24

3rd Level Evaluation: THE ORGANIZATION and CAPABILITIES			
This level of the evaluation will be evaluated using the categories, as shown below.			
Number	Category	Examples for Scoring	Points
1	Describe your organizations back up plan in the event a staff member is unavailable to deliver services	Example 1- mentions substitute HME worker will provide services Example 2- proposal lists staff with back up for each worker Example 3- proposal includes written back up plan for same day coverage of service due to staff person unavailability Example 4- proposal includes written back up plan for same day service. Proposal includes sample schedule with back up person (or on call designee). Proposal identifies supervisor or managers role in rescheduling	0-4
2	Describe your organizations previous history in delivering HME services. If none, describe the strategy on preparing your organization and staff to deliver HME services	Example 1- mentions years of service providing HME Example 2- proposal lists years of service providing HME, experience of each staff person delivering HME Example 3- proposal lists years of HME service and experience of each HME staff person. Proposal includes description of training the staff receives prior to delivery of services Example 4- proposal lists years of HME service experience for organization and individual staff. Proposal includes description of training program for HME. Proposal includes evidence of successful HME service delivery, including HME worker evaluations and/or client testimonials	0-4
3	Describe your organizations scheduling process and procedures with respect to home visits in compliance with applicable timelines	Example 1- mentions scheduling is done by week, month Example 2- proposal states scheduling is done centrally and distributed to HME workers daily, weekly or monthly Example 3- proposal states scheduling is done centrally and distributed to HME workers weekly or	0-4

		<p>monthly, proposal gives examples (screenshots) of a typical schedule</p> <p>Example 4-proposal states scheduling is done centrally, by week or month and distributed to HME workers. Examples of scheduling provided. Scheduling has systems in place to insure timely completion of service and backup plan in event of a unavailable staff person</p>	
4	Describe your organizations policies and procedures to ensure communication between the agency and Care Management is occurring in reference to delivery of services. Your procedure should include how this communication is documented	<p>Example 1-mentions agency emails /calls Care Management with service delivery updates/reports</p> <p>Example 2-proposal cites policy and procedure for updating Care Management</p> <p>Example 3-proposal cites policy and procedure for updating Care Management. Proposal includes written policy and procedure for communication with Care Management</p> <p>Example 4-proposal includes written policy and procedure for communication with Care Management. Proposal includes examples of effective and timely communication between agency and Care Management</p>	0-4
5	Please provide client satisfaction letters and client references (with contact information) and professional letters of recommendation regarding your organizations delivery of HME service. If HME services will be new to your organization, please provide 3 client or professional references and 3 professional letters of recommendation from a Care Manager	<p>Example 1-proposal included 1-2 email/written client satisfaction letters. New to HME, 1 professional reference.</p> <p>Example 2-proposal includes 3 or more customer satisfaction emails/letters. New to HME, 2-3 professional references.</p> <p>Example 3-proposal includes 3 or more client satisfaction emails/letters. Proposal includes 3 professional references.</p> <p>Example 4-proposal includes 3 or more client satisfaction emails or letters. Proposal includes 3 professional references.</p>	0-4

6	Please provide how your office functions with respect to receiving COA referrals and responding to COA calls/emails	<p>Example 1-Proposal does not mention the office infrastructure for responding to request of referrals</p> <p>Example 2-Proposal mentions hours of operation that administrative staff will be available to respond to requests or referrals.</p> <p>Example 3- Proposal provides list of administrative staff personnel that will be the central point of contact for requests and referrals.</p> <p>Example 4- Proposal provides detailed list of staff personnel, with contact information, that will be the central point of contact to receive requests and referrals. Proposal includes procedures in place in the event administrative staff are unavailable or unresponsive.</p>	0-4
7	Please describe your company's ownership and maintenance of vehicles capable of delivering the equipment and services identified in the RFP. If you company has limitations of delivering certain equipment, please describe the limitations.	<p>Example 1- Proposal does not mention the vehicles used in the delivery of equipment or service.</p> <p>Example 2-Proposal mentions the number and type of vehicles in their fleet to deliver equipment and services.</p> <p>Example 3-Proposal provides list of vehicles with make, model, and year. Proposal has no limitations on delivering all equipment and services listed in the RFP.</p> <p>Example 4- Proposal provides list of vehicles with make, model and year. Proposal list no limitations in delivering all equipment and services listed in the RFP. Proposal includes vehicle preventative maintenance schedule for fleet of vehicles.</p>	0-4
8	Describe you company's processes for procuring inventory. Does your company maintain inventory at you facility? Describe your company's process for procuring inventory if it is out of stock at the time of the referral.	<p>Example 1-Proposal does not mention the procuring or maintaining inventory of equipment.</p> <p>Example 2-Proposal lists wholesalers and distributors used to purchase equipment.</p> <p>Example 3-Proposal lists wholesalers and distributors used to purchase equipment, Proposal describes inventory maintained at their facility on a regular basis. Proposal describes process used to procure out of stock equipment.</p> <p>Example 4- Proposal lists wholesalers and distributors used to purchase equipment. Proposal describes inventory maintained at their facility on a regular basis. Proposal includes a process for replenishing inventory on a regular basis. Proposal includes process to procure out of stock equipment within 48 hours of referral award.</p>	
Range of Points for 3rd Level Evaluation			0-32

Section Seven-Additional Information Sheet

This optional section reserves a place for any pertinent information that was not specifically requested in the RFP but adds value for proposal evaluators.

Section Eight-Required Forms

Bidder's Identifying Information Form for RFP: 003-18

I. 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

II. 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:

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: _____

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

Section Nine-Required Documentation

Financial Status

The following items are requested to be submitted with the proposal:






- Provide prior year's tax return (including schedules) and prior year's statement of revenue and expenses.
- 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.

Insurance and Workers' Compensation

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

1. The Bidder shall furnish COA with a Certificate of Insurance (Acord 25 Form) evidencing Bidder's liability insurance meets the proper requirements.
2. Comprehensive general liability minimum of \$1,000,000. 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 with coverage against claims for injury and/or death in the amount of \$300,000 per individual, \$500,000 per occurrence.
5. A fidelity bond covering all individuals authorized by the Bidder to collect and/or disburse funds.
6. 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.
7. The insurance required under this RFP shall cover acts or omissions of both paid employees and volunteers working for the Bidder.
8. The Bidder shall require the same amount of insurance from all subcontractors utilized under this agreement.
9. Bidders must submit with their proposal a current Workers' Compensation Certificate with their bid.

Appendix A: Examples of Equipment

Product Name	Picture
Straight Cane	
Quad Cane	
Standard Walker	
Rolling Walker	
Rollator Walker	

Raised Toilet Seat without Arms



Raised Toilet Seat with Arms



Toilet Safety Frame



3 in 1 Bedside Commode



Shower seat





Shower Seat with Back



Transfer Tub Bench



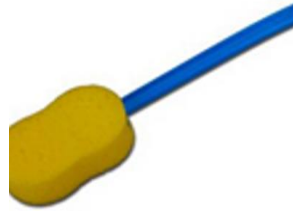
Hand Held Shower Attachment



Grab Bar



Clamp On Grab Bar



Bathing Assist



Toileting Assist



Manual Wheelchair 18 x 16



Transport Wheelchair



Gel Wheelchair Cushion



Foam Wheelchair Cushion



Hospital Bed with Bed Rails



Hospital Bed Replacement Mattress



Hospital Bed Trapeze



Lift Chair



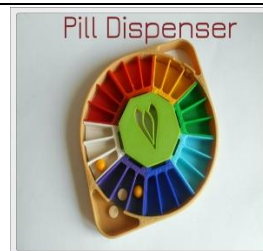
Seat Lift Mechanism



Reacher



Sock Assist



Medication Dispenser

Appendix B: Computer Hardware and System Requirements

Applicants are required to have high speed internet access (minimum DSL and/or cable modem) to enable connection via the internet to the COA provided computer software. The software currently utilized by COA for client registration and invoicing is Windows-based. Applicant's computer operating system must run Microsoft Windows 7 or above with at least the minimum recommended RAM, disk space and processor for that operating system. Recommended browser is Internet Explorer (IE).

Access and Security Requirements

Users connect via the internet to the software through a security firewall to access the system. It is the Applicant's responsibility to ensure they can connect to the internet. All transmission and handling of EPHI sensitive data must comply with all requirements set forth in the BAA. COA can't provide support to Macintosh users.

Printers

Portal users will be printing from a standard web-publication therefore support for printing issues will not be offered.

Technical Support and Computer/Communication Problems

Personnel are available to handle the administrative needs of the computer system, such as assigning users and passwords. We cannot provide support for the Applicant's computer equipment or connectivity to the internet. Questions regarding user ID or password problems or to obtain additional information regarding system, application, or problems please contact:

Computer Help Desk Phone: (513) 345-3303

E-mail: helpdesk@help4seniors.org

Account License Fees

Additional account connections can be added but are subject to additional charges at the Provider's expense. This fee will be used to purchase additional licensing.

Computer Help Desk Coverage and Service

COA will provide support Monday - Friday between the hours of 8:00 am – 5:00 pm EST. The **Computer Help Desk number is (513) 345-3303** and will be staffed during these hours. In the event your call goes to Voicemail, please leave a message and the call will be returned quickly,

usually within the hour, but no longer than four (4) business hours. It is important to leave a message because the person administering the Computer Help Desk will be paged from the message. We strive to serve you with the best and most courteous customer service available. If, after contacting the Computer Help Desk, you feel a problem and concern hasn't been addressed to your satisfaction, please feel free to call Rick Ivey, COA IT Manager, at (513) 721- 1025.

** In addition to the requirements above COA is requiring the winning bidder to be flexible, as COA is looking at new computer software systems. Providers must be able to enter notifications into the software systems COA selects. COA will provide additional information, as needed.*

Appendix C: General Terms and Conditions

1. COA reserves the right to accept any proposal, in whole or in part, to waive any informality in any proposal, to negotiate further with one or more bidders regarding any terms of their proposals in order to achieve the best proposal for the benefit of the communities and residents COA serves as determined by COA in its sole discretion, and to reject any or all proposals, or any part or parts of any proposal, for any reason whatsoever.
2. Products and services to be purchased under this RFP are contingent upon COA funding and are in no way a guarantee to the Provider that everything described will be purchased. Any award of this contract does not give Provider the exclusive rights to products and services offered in this RFP including future offerings.
3. Bidders are responsible for compliance with all terms and conditions of this RFP and contract. As such, they are expected to read all documents issued completely.
4. COA is not liable for any errors or omissions in proposals and is not required to make corrections or amendments to errors identified in proposals.
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.
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. Contract
 - b. RFP and all addenda including presentation material if presentations are requested
 - c. Bidder's proposal
7. COA requires that all Providers be able to accept Electronic Funds Transfers (EFTs).
8. COA uses the PQR report to manage provider performance throughout the term of the contract.
9. 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.
10. Providers are required to be current on all employment, federal, state, and local income taxes payments related to provision of the services rendered or products delivered.
11. No bid may be withdrawn after it has been deposited with COA.
12. 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.
13. COA reserves the right to adjust rates and establish ceilings.
14. 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.
15. 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.

16. 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.
17. Bidders who are successful and awarded Contracts must agree to provide all documentation and assurances as outlined in the attached sample contract.
18. 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.
19. COA reserves the right to begin transitioning clients to new providers three months prior to the end of this contract, if other providers are to be used after this contract expires.
20. Provider must carry adequate insurance coverage to meet the specifications of this RFP provided as part of Section 9.
21. Provider must comply with all Computer Hardware and System Requirements provided in Appendix B.
22. Provider must abide by the Elderly Service Program Service Provider Conditions of Participation provided in Appendix D.
23. If awarded services, the selected Bidder will enter into a contract substantially similar to the sample contract shown in Appendix E.
24. 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 F: Appeals Process of this RFP.

Appendix D: Elderly Service Program Service Provider Conditions of Participation

CONDITION 1. PROVIDER REQUIREMENTS

- 1.0 The Provider must be a formally organized business or service agency, registered with the Ohio Secretary of State, that has been operating, providing, and being paid for the same services for which certification is being applied for at least five (5) adults in the community in the counties which Council on Aging of Southwestern Ohio (COA) serves for a minimum of twenty-four (24) consecutive months at the point of application. Those agencies registered to do business in Ohio and in good standing with the laws of the State of Ohio, that are certified to provide PASSPORT services in at least one county within COA's five county area, may apply for the same or equivalent services in ESP after twelve (12) consecutive months of providing PASSPORT service.

REQUIRED ELEMENTS:

- 1.1 The Provider must disclose all entities with 5% or more ownership
- 1.2 The Provider must have a written statement defining the purpose of its business or service agency.
- 1.3 The Provider must have written policies.
- 1.4 The Provider must have written by-laws if it has a governing board; and if the Provider is incorporated it must have written articles of incorporation
- 1.5 The Provider must have a written table of organization which clearly identifies lines of administrative, advisory, contractual, and supervisory authority and responsibility to the direct care level. Any changes to the provider's table of organization must be provided to COA's Manager of Procurement and Provider Services or their designee at the time of change.
- 1.6 The Provider must have a signed current contract with any agency or persons with whom they subcontract to provide direct care services to ESP clients. Provider must incorporate requirements identified in the Elderly Services Program Provider Agreement (Agreement) with COA as part of any subcontract.
- 1.7 The Provider must not operate the business in violation of any applicable federal, state, or local laws and regulations or established guidelines of each county ESP as identified in the Agreement.
- 1.8 The Provider must supply evidence of the ability to meet all requirements of Elderly Services Programs for which it has an Agreement with COA.
- 1.9 The Provider shall disclose the identity and offense of any person or its principals who are presently or who become debarred, suspended, proposed

- for debarment, declared ineligible or voluntarily excluded from entering into the Provider Agreement by any state or federal department or agency. The term 'principal' defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive 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. All such notifications are to be made to COA's Manager of Procurement and Provider Services or their designee.
- 1.10 The Provider, if being purchased by, or merged with, another entity (even if the purchasing/merging entity is a Provider with an existing ESP Agreement with COA ,and even if the Provider is the surviving entity), must furnish written notice to COA at least sixty (60) days prior to the effective merger or purchase date. Provider must not notify clients being serviced by Provider for COA of its intent to terminate its Agreement with COA until after it has notified COA, has provided COA with a copy of the notice it intends to send to ESP clients, and has received written authorization from COA to send the notice. Provider will assist Care Managers with transition of clients to another contracted COA Provider as necessary.
 - 1.11 The Provider, if terminating its Agreement with COA, must furnish written notice to COA at least sixty (60) days prior to the effective termination date. Provider must not notify clients being serviced by Provider for COA of its intent to terminate its Agreement with COA until after it has notified COA, has provided COA with a copy of the notice it intends to send to ESP clients, and has received written authorization from COA to send the notice. Provider will assist Care Managers with transition of clients to another contracted COA provider as necessary.
 - 1.12 The Provider must notify the Care Manager immediately upon determining, or has credible reason to believe, that a client/clients are no longer eligible for service(s). The expectation is that the Provider will advise the Care Managers when they have knowledge that a client is no longer eligible for service(s). The Provider will be responsible for notifying the Care Managers of the client/client's ineligibility as it is listed in the eligibility criteria.
 - 1.13 The Provider must have a physical facility from which to conduct business that meets all zoning regulations for their location. COA must be notified of any change in location prior to the relocation.
 - 1.14 To enable connection to the ESP Windows-based software used for Intake, Care Management, Request for Service ("RFS"), acceptance of service referrals, invoicing, and other related ESP activities, the Provider shall have, and maintain during the entire term of the Agreement, a 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.
 - 1.15 The Provider must designate and utilize a locked storage space for the

maintenance of all ESP client records and have a process to backup computer files including electronic verifications.

- 1.16 The Provider must have a primary business telephone listed under the name of the business, locally, and/or a toll free number available through directory assistance that allows for reliable, dependable and accessible communication.

CONDITION 2. ADMINISTRATIVE POLICIES

- 2.0 The Provider must have and abide by written procedures supporting the operation of the business and service provision.

REQUIRED ELEMENTS:

- 2.1 The Provider must have a system to document and support services delivered, received, and billed.
- 2.2 The Provider must carry and maintain the required insurance coverage as identified in the COA Provider Agreement. Provider shall furnish COA's Procurement and Provider Services Department with a Certificate of Insurance evidencing the required coverage.
- 2.3 The Provider must have a written procedure identifying steps clients must take to file an insurance claim.
- 2.4 The Provider must have a written procedure for follow-up and investigation of client complaints and grievances.
- 2.5 The Provider must have a written procedure which includes twenty-four (24) hour notification with a written follow-up report to Care Manager for reporting significant occurrences known to the Provider which affect a client's physical or emotional, well-being, or results in a significant change in the client's functional ability.
- 2.6 The Provider must obtain written approval from the ESP client to release client-specific information to sources outside the ESP system. The Provider must abide by HIPAA regulations as identified in the Provider Agreement.
- 2.7 The Provider must have a written policy to assure that all client information remains confidential.
- 2.8 The Provider must report any suspicion of abuse, neglect, and/or exploitation to the Care Manager, and to Adult Protective Services at the Ohio Department of Jobs and Family Services (ODJFS), according to section 5101.61 of the Ohio Revised Code.
- 2.9 The Provider must have a written procedure and supporting documentation of a quality improvement process for each contracted service including, but not limited to, client and employee chart auditing and client satisfaction.
- 2.10 The Provider must coordinate any community outreach activities including

those involving the news media with COA's Communications Director prior to planning such activities. Outreach is defined as activities or services that specify or highlight COA.

- 2.11 Upon declaration of a disaster by the President, Governor or County Board of Commissioners, the Provider will cooperate with COA to assess the extent of the impact upon persons aged sixty (60) years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

CONDITION 3. PERSONNEL REQUIREMENTS

- 3.0 The Provider has written personnel policies and documentation that support personnel practices.

REQUIRED ELEMENTS:

- 3.1 The Provider must have written job descriptions or statements of job responsibilities which include qualifications (as applicable to service) for each position involved in the direct delivery of ESP services (employed or contracted). Volunteers must be provided an outline of their responsibilities.
- 3.2 The Provider must have a written policy for coaching and counseling for all individuals involved in direct delivery of ESP services (employed or contracted) to compliment and/or correct actions.
- 3.3 The Provider must have documentation signed and dated by each staff member indicating receipt of an employee handbook and completion of an orientation prior to providing service to ESP clients. COA understands the required orientation process may differ from one provider to another. The Provider must maintain documentation that the orientation includes:
 - 3.3.1 The Provider's purpose, policies and procedures, including, but not limited to:
 - a employee position description/expectations;
 - b agency personnel policies;
 - c reporting procedures and policies;
 - d agency table of organization; and
 - e lines of communication.
 - 3.3.2 Explanation of COA Code of Ethics*, ESP program purpose and philosophy, Conditions of Participation, and applicable Service Specifications. *Refer to Attachment A of this document.
- 3.4 The Provider must maintain a personnel file on every staff member and volunteer who provides service to ESP clients. This file must include:
 - 3.4.1 A resume or application for employment that includes a work history and training.
 - 3.4.2 Evidence of coaching/counseling per agency policy, signed and

dated by the staff member. Coaching is defined as providing positive feedback about employee contributions. Counseling is defined as bringing performance issues to an employee's attention and assisting the employee to correct them.

- 3.4.3 A resume or application for volunteers.
- 3.5 The Provider must, upon request of COA, furnish evidence that all subcontractors and their employees who provide services to ESP clients meet applicable personnel requirements.
- 3.6 The Provider shall not allow a staff person or volunteer to furnish a service to a client if the person is the client's spouse, parent, step-parent, legal guardian, power of attorney, or authorized representative.
- 3.7 The Provider must provide supervision to any volunteer in a direct care position.

CONDITION 4. SERVICE DELIVERY

- 4.0 The Provider must deliver services in compliance with the Service Specification(s), and in accordance with the plan designed and authorized by the Care Manager. Any change in service provision, especially changes in service units, must be authorized by the Care Manager.

REQUIRED ELEMENTS:

- 4.1 The Provider, when an award has been made to the agency, must initiate services based on Request-for-Service (RFS) or verbal requests (telephone) for service and/or equipment on the date specified or on a negotiated start date. Care Managers must be notified of any change in service start date.
- 4.2 As applicable, the Provider shall make all reasonable efforts to deliver services as authorized by the Care Manager.
 - 4.2.1 The Provider will consult with the client's Care Manager regarding any temporary increase or decrease in service delivery units authorized. Notification may be by telephone, email, or fax. No permanent change in service delivery can be made without consultation with the Care Manager. When the client and provider mutually agree to changes in service delivery dates which do not affect billing, no notification of Care Manager is required.
 - 4.2.2 In the event of a staff member's absence, the Provider must have and utilize a written backup plan that prioritizes client service needs and service to those in most need first.
 - 4.2.3 The Provider must maintain signed and dated documentation of each client contact affecting service provision and each Care

Manager contact within the client record or on a designated log.

- 4.2.4 If the Provider initiates the discontinuation of service to an individual client, the Provider must notify the Care Manager in writing at least thirty (30) calendar days prior to the last day the Provider furnishes ESP service to an individual client. Provider must also notify the individual client in writing as soon as it notifies the care manager and an end date of service is agreed upon. In the event the client's or the Provider's employee health or safety is at risk, the client's Care Manager may make an exception and agree to fewer than thirty (30) days' notice.
 - 4.2.5 The Provider must participate in Care Manager and Provider problem resolution to promote continuing service delivery prior to discharging a client (i.e., client initiated service changes). This may include case conferencing in person or telephone.
 - 4.2.6 The Provider must notify the Care Manager within twenty-four (24) hours of a known change in client status, needs, or location.
 - 4.2.7 The Provider must be able to provide twenty-four (24) hour response time to start of service(s) to new or existing high risk clients that have been discharged from an institution. It is not required that a provider provide services within twenty-four (24) hours on the weekend and holidays. The definition of a high risk client is a client who needs immediate start dates and assessments.
- 4.3 Major Unusual Incident (MUI) - The Provider must notify COA's Manager of Procurement and Provider Services or their designee of any MUI that impacts the Provider and/or any client served pursuant to the Provider Agreement. The notification shall be phoned or e-mailed to the Manager of Procurement and Provider Services within one (1) hour after the Provider becomes aware of the MUI. 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.

An MUI is any alleged, 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. However, an MUI report must be made in the interim of the formal investigation and all reports are to be directed to COA's Manager of Procurement and Provider Services or their designee. MUIs 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.

In case of an MUI, the provider must:

- 4.3.1 Notify COA's Manager of Procurement and Provider Services or their

designee of any interruption in service to all clients or to a significant number of clients serviced by Provider.

- 4.3.2 If contacted by the news media regarding an MUI, the Provider is not to respond to the media inquiry, but must contact within one (1) hour COA's Communications Director by phone or by email.

CONDITION 5. COMPLIANCE

- 5.0 The Provider must comply with all contract requirements, whether the provider furnishes services directly or by sub-contracting the services, Conditions of Participation, relevant Service Specification(s), monitoring and reporting requirements of COA, and billing requirements.

REQUIRED ELEMENTS:

- 5.1 The Provider must furnish documentation demonstrating all requirements outlined in the applicable Service Specifications have been met when delivered, either directly or by subcontracting the service as identified in the Provider Agreement.
- 5.2 To the extent permitted by law, the Provider must allow representatives of COA and the County or their designee immediate access to the Provider facility and full access to policies, procedures, records, and other documents related to the provision of service to ESP clients. The Provider must cooperate with said representatives in periodic reviews.
- 5.3 The Provider must successfully maintain and comply with all provisions of the Agreement.
 - 5.3.1 The Provider must sign a Provider Agreement (including any Agreement amendments or extensions) with COA within the timeline specified at the time the Agreement is issued.
 - 5.3.2 The Provider must agree to accept reimbursement for service(s) rendered at the unit rate agreed upon with COA.
- 5.4 The Provider must bill COA, using a format established and approved by COA, on a monthly basis for only those units of service authorized and delivered.
- 5.5 The Provider must maintain dated documentation signed by the ESP client, caregiver, or COA approved electronic verification as required by Service Specifications. The agency must have documentation in the client's record when a client is unable to sign for service delivery with a reason client is unable to sign. Provision is then to be made for acceptance of the client's initials or signature of choice identified in the client's record.
- 5.6 The Provider may not bill any ESP client for authorized service(s) delivered or solicit the client for a donation except for Title III/ESP Home Delivered Meals.

- 5.7 The Provider shall annually provide to COA's Manager of Procurement and Provider Services a written statement that certifies that the Provider has paid all applicable federal, state, and local income and employment taxes.
- 5.8 The Provider shall retain all records necessary, and in such form, so as to fully disclose the extent of the services the Provider furnished and significant business transactions in accordance with the time period identified in the Agreement.

CONDITION 6. FREE DATABASE REVIEWS AND BCII CRIMINAL RECORDS CHECK

- 6.0 The Provider shall conduct the six free database reviews and BCII criminal records check of all volunteers, applicants and existing employees providing direct care to ESP clients. Direct care is defined as any in-person contact with one or more clients who receive an ESP service or any access to an ESP client's personal property or personal records. The only exemption to this requirement will be in the case of Adult Day Services where volunteers are directly supervised and are not alone with a client.

REQUIRED ELEMENTS:

6.1 Free Database Reviews:

- 6.1.1 The Provider shall review the following six free databases before conducting the criminal records checks required under 6.2 for volunteers and applicants hired on or after August 1, 2013 and for all existing employees according to the schedule outlined under paragraph 6.2 of this condition.
- a SAM: The United States general services administration's system for award management, which is available at <https://www.sam.gov/>;
 - b OIG: The office of inspector general of the United States department of health and human services' list of excluded individuals, which is available at <http://exclusions.oig.hhs.gov/>;
 - c Abuser registry: The department of developmental disabilities' registry of employees who cited for abuse, neglect, or misappropriation, which is available at https://its.prodapps.dodd.ohio.gov/ABR_Default.aspx;
 - d Sex offender search: The Ohio attorney general's sex offender and child-victim offender database, which is available at <http://www.icrimewatch.net/index.php?AgencyID=55149&disc=>;
 - e Offender search: The department of rehabilitation and correction's database of inmates, which is available at <http://www.drc.ohio.gov/OffenderSearch/Search.aspx>; and,
 - f Nurse aide registry: The department of health's state nurse aide registry, which is available at https://odhgateway.odh.ohio.gov/nar/nar_registry_search.aspx.
- If the applicant or employee does not present proof that he or she has been a resident of Ohio for the five-year period immediately preceding the date of the database review, the

provider shall conduct a database review of the nurse aide registry in the state or states in which the applicant or employee lived.

- 6.1.2 The Provider shall not utilize a volunteer, employ an applicant, or continue to employ an employee in a position that involves providing direct-care services to an ESP client if:
- a Any of the databases listed in paragraph 6.1.1a through 6.1.1e of this condition list the volunteer, applicant, or employee; or
 - b The database listed in paragraph 6.1.1f of this condition lists the volunteer, applicant, or employee as an individual who neglected or abused a long-term care facility resident or residential care facility resident or misappropriated such a resident's property.
- 6.1.3 If the Provider's review of the six free databases listed under paragraph 6.1.1 of this condition discloses disqualifying information about a volunteer, applicant, or employee, the Provider shall inform the individual of the disqualifying information.
- 6.1.4 Employment-service exemption: A Provider that provides direct-care services is not required to review the free databases listed under paragraph 6.1.1 of this condition if the applicant or employee was referred to the provider by an employment service that refers applicants to responsible entities to fill full-time, part-time, or temporary positions involving direct care and the employment services provides the Provider with a report of the results of the review of the free databases that shows that the applicant or employee is not disqualified from direct-care employment.

6.2 Criminal records check is required for the following:

ON WHOM IS A CRIMINAL RECORDS CHECK REQUIRED			
DIRECT CARE POSITION WITH ESP CLIENTS	APPLICANTS FOR EMPLOYMENT and VOLUNTEER APPLICANTS	CURRENT EMPLOYEES <i>5 YEAR RECHECK</i>	CURRENT VOLUNTEERS <i>5 YEAR RECHECK</i>
Only delivers home-delivered meals	Yes	No	No
Only has access to client personal records	Yes	No	No
All other direct care	Yes*	Yes*	No
*Exception – Volunteers in Adult Day Services facilities where volunteers are directly supervised and are not alone with a client are not required to have criminal records check			

- 6.2.1 New applicants for paid positions and new volunteers:
- a The Provider shall conduct a BCII criminal records check on each applicant under final consideration for employment and on each individual applying to serve as a volunteer on or after August 1, 2013 in a direct-care position to serve an ESP client.
 - b The Provider shall do this even if paragraph 6.3 of this condition does not require the Provider to check the person as an employee.

- 6.2.2 Current employees:
At least once every five years: Except as provided for in paragraph 6.3 of this condition, the provider shall conduct a criminal records check on each employee who provides direct care at least once every five years according to one of the following three schedules:

- a **Employees hired on or prior to December 31, 2008:** If the provider hired the employee on or before December 31, 2008, the Provider shall conduct a criminal records check of the individual in 2013 according the following table and shall conduct a criminal records check at least every 5 years thereafter, no later than thirty days after the anniversary of the employee's date of hire.

Employee hired on or prior to December 31, 2008	
Month of hire is January through July	Month of hire is August through December
Provider shall conduct a criminal records check on the employee no later than December 31 2013,	Provider shall conduct a criminal records check of the individual no later than thirty days after the 2013 anniversary of the employee's date of hire,
and conduct a recheck no later than thirty days after each anniversary of the date of hire every five years after 2013	and conduct a recheck no later than thirty days after each anniversary of the date of hire every five years after 2013.
See example 1 below	See example 2 below

(Example 1 - For individuals with a date of hire between January 1, and July 31: If the Provider hired an employee on February 1, 2007, the Provider shall conduct a criminal records check on the employee no later than December 31 2013, and no later than thirty days after each anniversary of the date of hire for every five years after 2013, i.e. February 1, 2018, February 1, 2023, and so on every five years.)

(Example 2 - For individuals with a hire date between August 1 and December 31: if the Provider hired an employee on

September 13, 2007, the Provider shall conduct a criminal records check on the employee no later than thirty days after September 13, 2013, no later than thirty days after September 13, 2018, and no later than thirty days after September 13, 2023, and so on.)

- b **Employees hired January 1, 2009 and after:** If the Provider hired the employee on or after January 1, 2009, the Provider shall conduct a criminal records check of the employee no later than thirty days after the fifth anniversary of the employee's date of hire and no later than thirty days after each anniversary of the date of hire every five years after the first fifth-year anniversary of the date of hire.
(Example - if the Provider hired an employee on February 1, 2011, the Provider shall conduct a criminal records check on the employee no later than thirty days after February 1, 2016, no later than thirty days after February 1, 2021, and so on.)
- c **More frequently than five years:** If the Provider conducts criminal records checks on an employee more frequently than every five years, the Provider is not responsible for conducting criminal records checks according to the five-year anniversaries of the employee's date of hire.

- 6.3 Exemptions: A Provider that provides direct-care services is not required to conduct the six free database reviews or the BCII five year criminal records check on a direct-care employee if the only type of direct care that the individual provides is:
 - a Delivering home-delivered meals;
 - b Having access to a client's personal records (e.g., an employee working in a Provider 's office who does not enter a client's home or an employee of a personal emergency response system's central monitoring station who does not enter a client's home); or,
 - c Providing services as a volunteer.
- 6.4 Reverification: If any person has requested a criminal records check of a volunteer, applicant, or employee in the past year, a provider may request a reverification of the criminal record from BCII. The reverification of a criminal records check has the same validity as a criminal records check.
- 6.5 Notification: The Provider shall inform each volunteer and applicant of the following at the time of initial application for a position to provide direct care (or referral to a Provider that provides direct-care services by an employment service):
 - a Free database reviews: The Provider is required to review the free databases to determine if the Provider is prohibited from utilizing the volunteer or employing the applicant in a direct-care position.
 - b Criminal records checks: Unless the free database reviews reveal that the applicant or volunteer may not be employed or utilized in a direct-care position:
 - (i) The Provider is required to conduct a criminal records check to determine if the Provider is prohibited from utilizing the volunteer or employing the applicant in a direct care position; and,

- (ii) The applicant is required to provide a set of the volunteer or applicant's fingerprint impressions as part of a criminal records check.
 - c Frequency: If the Provider utilizes the volunteer or employs the applicant, as a condition of continued employment, the provider shall conduct the free database reviews listed in 6.1.1 and shall request BCII criminal records checks to determine if the Provider is prohibited from employing the applicant in a direct-care position.
 - d Fees:
 - (i) If applicable, the fee required under paragraph 6.8 of this condition.
 - (ii) Any fees that are associated with obtaining fingerprint impressions.
- 6.6 FBI: If a volunteer, applicant, or employee does not furnish the Provider with evidence that he or she has been a resident of Ohio for the five-year period immediately preceding the date the Provider requests the criminal records check, or if the applicant does not provide the Provider with evidence that BCII has requested his or her criminal records from the FBI within that five-year period, the Provider shall request that BCII obtain information from the FBI as part of the criminal records check. Even if an applicant does furnish the Provider with evidence that he or she has been a resident of Ohio for the five-year period, the provider may request that BCII obtain information from the FBI as part of the criminal records check.
- 6.7 Forms and fingerprints:
- 6.7.1 The Provider shall provide each volunteer or applicant with the form and fingerprint impression sheet required to conduct a criminal records check, which may be tangible, electronic, or both tangible and electronic.
- a If the Provider requests that BCII include information from the FBI in the criminal records check report, the Provider shall also provide the volunteer or applicant with the form necessary to obtain the FBI's information; and,
 - b The Provider shall forward the completed form(s) and fingerprint impression sheet to BCII for processing.
- 6.7.2 The BCII request must include the request is for working with the elderly – "providing direct care for older adults."
- 6.8 Investigation fees:
- 6.8.1 The Provider shall pay BCII the fee prescribed for each criminal records check.
- 6.8.2 The Provider may charge a volunteer or applicant a fee so long as the fee does not exceed the amount the Provider pays to BCII, but only if:
- a The Provider notified the volunteer or applicant at the time of initial application of the amount of the fee and that, unless the fee was paid, the Provider would not consider the volunteer or applicant for employment; and,
 - b The medical assistance program established under Chapter

5111 of the Revised Code does not reimburse the Provider for the fee.

6.8.3 The Provider may not charge an employee for the 5 year BCII recheck fee.

6.9 Employment-service exemption: A Provider that provides direct-care services is not required to request a criminal records check of an applicant or employee under paragraph 6.2 of this condition if the applicant or employee was referred to the Provider by an employment service that refers applicants to Providers to fill full-time, part-time, or temporary positions involving direct care and:

- a The employment service provides the Provider with a criminal records check report on the applicant or employee that was conducted no more than one year before the applicant's or employee's referral and the criminal records check report demonstrates that the applicant or employee was not convicted of a disqualifying offense; or, the report demonstrates that the applicant or employee was convicted of a disqualifying offense, but the Provider chooses to hire the applicant under paragraph 6.11 of this condition ; or,
- b The employment service or the applicant provides the Provider with a letter from the employment service, that is on the employment service's letterhead, that is dated and signed by a supervisor or another designated official of the employment service, and that states that the employment service has requested a criminal records check on the applicant, that the requested criminal records check will include a determination of whether the applicant has been convicted of a disqualifying offense, that, as of the date set forth on the letter, the employment service had not received the criminal records check report, and that, when the employment service receives the report, it promptly will send a copy of it to the Provider. If the Provider employs an applicant conditionally under this paragraph, it shall also comply with the requirements for conditional employment under paragraph 6.10 of this condition. .

6.10 Conditional employment:

6.10.1 The Provider shall only utilize a volunteer or hire an applicant before obtaining a criminal records check report if:

- a The Provider reviewed the free databases, and the free database reviews do not disqualify the volunteer or applicant;
- b The Provider utilizes the volunteer or hires the applicant on a conditional basis;
- c The Provider initiates the process of obtaining a criminal records check no later than five business days after the volunteer or applicant begins conditional employment; and,
- d The volunteer or applicant furnishes the Provider with a completed fingerprint impression sheet before the commencement of the individual's conditional employment.

6.10.2 Removal of conditionally-hired volunteers and applicants:

- a The Provider shall remove the volunteer or applicant from providing direct care to any ESP client if the provider does not receive a criminal records check report from BCII within the period ending sixty days after the provider requested it from BCII; or,
 - b Regardless of when the results of the criminal records check are obtained, if the results indicate that the volunteer or applicant was convicted of, plead guilty to, or been found eligible for intervention in lieu of conviction for a disqualifying offense, the Provider shall remove the volunteer or employee from providing direct services to any ESP client unless the Provider hires the applicant under the terms of Paragraphs 6.11 through 6.13 of this condition. .
- 6.11 Disqualifying Offenses and exclusionary periods: Attachment B of the Conditions of Participation (this document) lists disqualifying offenses and required exclusionary periods. The Provider must refer to Attachment B to determine if the Provider may utilize a volunteer, employ or continue to employ an employee in a position involving providing direct care if that volunteer, applicant, or employee was convicted of or plead guilty to an offense listed in Attachment B of this document.
- 6.12 Certificates: Except for an individual with a disqualifying offense listed under Tier I of Attachment B of this document, a Provider may utilize a volunteer, hire an applicant, or continue to employ an employee who was issued either:
 - a A Certificate of qualification for employment issued by a court of common pleas with competent jurisdiction pursuant to section 2953.25 of the Revised Code; or;
 - b A Certificate of achievement and employability in a home and community-based service-related field, issued by the department of rehabilitation and corrections pursuant to section 2961.22 of the Revised Code.
- 6.13 Pardons: A conviction or a plea of guilty to an offense listed or described in Attachment B of this document shall not prevent an applicant's employment or utilization of a volunteer under any of the following circumstances:
 - a The volunteer, applicant, or employee was granted an unconditional pardon for the offense pursuant to Chapter 2967 of the Revised Code;
 - b The volunteer, applicant, or employee was granted an unconditional pardon for the offense pursuant to an existing or former law of this state, any other state, or the United States, if the law is substantially equivalent to Chapter 2967 of the Revised Code;
 - c The conviction or guilty plea was set aside pursuant to law; or
 - d The volunteer, applicant or employee was granted a conditional pardon for the offense pursuant to Chapter 2967 of the Revised Code and the conditions under which the pardon was granted have been satisfied.
- 6.14 Records
 - 6.14.1 Confidentiality: The Provider shall maintain the confidentiality of all criminal records check information, including information regarding disqualifying offenses. The Provider shall not make a report available to any person other than:

- a Appropriate staff within the Provider's agency;
- b The volunteer, applicant, or employee who is the subject of the criminal records check;
- c The staff of the Council on Aging and/or their designee.

6.14.2 Records retention: Personnel files:

- a What to retain: for each volunteer and employee the Provider shall retain the following records:
 - (i) A copy of the result of each free database review required under paragraph 6.1 of this condition.
 - (ii) The original copy of any criminal records report or the original copy of any reverified criminal records report.
 - (iii) An official copy of a certificate of qualification for employment, if a court issued a certificate of qualification to the employee.
 - (iv) An official copy of a certificate of achievement and employability, if the department of rehabilitation and corrections issued a certificate of achievement and employability to the employee.
 - (v) An official copy of a pardon, if a governor pardoned the employee.
 - (vi) The date the Provider made a decision to utilize the volunteer or hired the employee.
- b Sealed files: To comply with paragraph 6.14.1 of this condition, the Provider shall retain the records required under paragraph 6.14.2a of this condition by sealing them within the personnel files or by retaining them in separate files from the personnel files.
- c Retain how long? The Provider shall retain the records and data identified in 6.14.2a during the entire term of their Agreement with COA and for at least six (6) years after termination of the employee or volunteer.

6.14.3 Roster: The Provider shall maintain a roster of applicants, employees, and volunteers that includes, but is not limited to:

- a The name of each applicant, employee, or volunteer.
- b The date the applicant, employee or volunteer started to work for the provider.
- c The date the criminal records check request was submitted to BCII.
- d The date the criminal records check was received.
- e A determination of whether the results of the check revealed that the applicant, employee or volunteer committed a disqualifying offense(s).

6.14.4 Records: The Provider, upon request, must make available to COA staff and or designee any records relating to free database reviews and BCII criminal records checks, including but not limited to personnel files and the roster.

CODE OF ETHICS

The service worker will treat all client/clients in a considerate and respectful manner.

The service worker will not:

- A. Use the client's personal property without the client's consent including telephone for personal calls.
- B. Consume the client's food and beverages.
- C. Eat food brought to the client's home without client's consent.
- D. Forge client's signature or falsify documentation.
- E. Bring friends, relatives, pets or any unauthorized individual to the client's home.
- F. Transport client away from home (unless authorized) or take the client to the provider's place of residence.
- G. Breach client's privacy or divulge client information.
- H. Consume alcoholic beverages, medicine, drugs, or other chemical substances not in accordance with the legal, valid, prescribed use and/or in any way that impairs the provider in the delivery of services to the client while in the client's home or prior to service delivery.
- I. Smoke in the client's home.
- J. Watch television, computer, play video games, or sit around and chat unless authorized by service specification.
- K. Steal, borrow, accept, obtain or attempt to obtain money or anything of value, including gifts or tips from the client, household members and family members of the client or caregiver.
- L. Discuss personal problems, religious or political beliefs with the client and others in the care setting.
- M. Engage in non-care related socialization with individuals other than the client.
- N. Provide care to individuals other than the client.
- O. Sleep at the client's residence.
- P. Engage in sexual conduct or in conduct that may reasonably be interpreted as sexual in nature, regardless of whether or not the contact is consensual with the client.
- Q. Engage in behavior that may reasonably be interpreted as inappropriate

involvement in the client's personal relationships.

- R. Engage in behavior that causes or may cause physical, verbal, mental or emotional distress or abuse to the client.
- S. Be designated to make decisions for the client in any capacity involving a declaration for mental health treatment, power of attorney, durable power of attorney, or guardianship.
- T. Sell or purchase from the client products or personal items. The only exception to this prohibition occurs when the client is a family member and the provider is not delivering services.
- U. Engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates services contracted by COA, resulting in an unintended advantage for personal gain that has detrimental results for the client, the client's family or caregivers, or another provider.
- V. Leave the home for a purpose not related to the provision of services without notifying the agency supervisor, the client's emergency contact person, any identified caregiver, and/or the client's care manager, or, for client-directed service providers, leave the home without the consent and/or knowledge of the client.
- W. Extend the relationship with the client beyond the specific service boundaries that have been established by the applicable service specification(s).
- X. Engage in a disagreement with the client but will, instead, seek to improve communication and express willingness to work together constructively. In the event of a disagreement the Care Manager is to be contacted immediately. The definition of disagreement is a failure or refusal to agree which may escalate into a conflict or quarrel.
- Y. Deny service to a client due to the client's living conditions including pest, health, behavior or language. COA does make the distinction between behavior and language that are the result of a condition verses someone who consistently displays inappropriate, intolerable behavior/language or threatening behavior/language. Providers must comply with OSHA standards and the Fair Labor Standards Act for employees. Inappropriate behavior does include inappropriate touching. Language as referenced in section Y does not refer to languages that are not English.

CRIMINAL RECORDS CHECK TIER REFERENCES

Tier I: Permanent exclusion: No provider shall utilize a volunteer, employ an applicant or continue to employ an employee in a position involving providing direct care to an ESP client, if the individual was convicted of, or pleaded guilty to, an offense in any of the following sections of the Revised Code:

2903.01	Aggravated murder
2903.02	Murder
2903.03	Voluntary manslaughter
2903.11	Felonious assault
2903.15	Permitting child abuse
2903.16	Failing to provide for a functionally-impaired person
2903.34	Patient abuse or neglect
2903.341	Patient endangerment
2905.01	Kidnapping
2905.02	Abduction
2905.32	Human Trafficking
2905.33	Unlawful conduct with respect to documents
2907.02	Rape
2907.03	Sexual battery
2907.04	Unlawful sexual conduct with a minor, formerly corruption of a minor
2907.05	Gross sexual imposition
2907.06	Sexual imposition
2907.07	Importuning
2907.08	Voyeurism
2907.12	Felonious sexual penetration
2907.31	Disseminating matter harmful to juveniles
2907.32	Pandering obscenity
2907.321	Pandering obscenity involving a minor
2907.322	Pandering sexually-oriented matter involving a minor
2907.323	Illegal use of a minor in nudity-oriented material or performance
2909.22	Soliciting or providing support for an act of terrorism
2909.23	Making terroristic threats
2909.24	Terrorism
2913.40	Medicaid Fraud

If related to another offense of this rule, 2923.01(conspiracy), 2923.02 (attempt). Or 2923.03 (complicity);

A conviction related to fraud, theft; embezzlement; breach of fiduciary responsibility, or other financial misconduct involving a federal or state-funded program, excluding the disqualifying offenses set forth in section 2913.46 (illegal use of SNAP or WIC program benefits)

A violation of an existing or former municipal ordinance or law of this state, any other state, or the United States that is substantially equivalent to any of the Tier I offenses or violations described above.

Tier II: Ten-Year exclusionary period: No provider shall utilize a volunteer, employ an applicant or continue to employ an employee in a position involving providing direct care to an ESP client for a period of ten years from the date the individual was fully discharged from all imprisonment, probation or parole; if the individual was convicted of, or plead guilty to, an offense in any of the following sections of the Revised Code:

- 2903.04 Involuntary manslaughter
- 2903.041 Reckless homicide
- 2905.04 Child stealing, as it existed before July 1, 1996
- 2905.05 Child enticement
- 2905.11 Extortion
- 2907.21 Compelling prostitution
- 2907.22 Promoting prostitution
- 2907.23 Enticement or solicitation to patronize a prostitute; procurement of a prostitute for another
- 2909.02 Aggravated arson
- 2909.03 Arson
- 2911.01 Aggravated robbery
- 2911.11 Aggravated burglary
- 2913.46 Illegal use of SNAP or WIC program benefits
- 2913.48 Worker's compensation fraud
- 2913.49 Identity fraud
- 2917.02 Aggravated riot
- 2923.12 Carrying concealed weapons
- 2923.122 Illegal conveyance or possession of deadly weapon or dangerous ordnance in a school safety zone, illegal possession of an object indistinguishable from a firearm in a school safety zone
- 2923.123 Illegal conveyance, possession, or control of deadly weapon or ordnance into a courthouse
- 2923.13 Having weapons while under disability
- 2923.161 Improperly discharging a firearm at or into a habitation or school
- 2923.162 Discharge of firearm on or near prohibited premises
- 2923.21 Improperly furnishing firearms to a minor
- 2923.32 Engaging in a pattern of corrupt activity
- 2923.42 Participating in a criminal gang
- 2925.02 Corrupting another with drugs
- 2925.03 Trafficking in drugs
- 2925.04 Illegal manufacture of drugs or cultivation of marijuana
- 2925.041 Illegal assembly or possession of chemicals for the manufacture of drugs
- 3716.11 Placing harmful or hazardous objects in food or confection

If related to another offense under paragraph of this rule, 2923.01 (conspiracy), 2923.02 (attempt), or 2923.03 (complicity);

Or, a violation of an existing or former municipal ordinance or law of this state, any other state, or United States that is substantially equivalent to any of the Tier II offenses or violations described above.

If a volunteer, applicant, or employee was convicted of multiple disqualifying offenses, including an offense listed under Tier II, and another offense or offenses listed in under Tier II, Tier III and Tier IV of this rule, and if the multiple disqualifying offenses are not the result of, or connected to, the same act, the individual is subject to a fifteen-year exclusionary period.

Tier III: Seven-Year exclusionary period: No provider shall utilize a volunteer, employ an applicant, or continue to employ an employee in a position involving providing direct care to an ESP client for a period of seven years from the date the individual was fully discharged from all imprisonment, probation or parole; if the individual was convicted of, or plead guilty to, an offense in any of the following sections of the Revised Code:

- 959.13 Cruelty to animals
- 959.131 Prohibitions concerning companion animals
- 2903.12 Aggravated assault
- 2903.21 Aggravated assault
- 2903.211 Menacing by stalking
- 2905.12 Coercion
- 2909.04 Disrupting public services
- 2911.02 Robbery
- 2911.12 Burglary
- 2913.47 Insurance Fraud
- 2917.01 Inciting to violence
- 2917.03 Riot
- 2917.31 Inducing panic
- 2919.22 Endangering children
- 2919.25 Domestic violence
- 2921.03 Riot
- 2921.11 Perjury
- 2921.13 Falsification, falsification in a theft offense, falsification to purchase a firearm, or falsification to obtain a concealed handgun license
- 2921.34 Escape
- 2921.35 Aiding escape or resistance to lawful authority
- 2921.36 Illegal conveyance of weapons, drugs, or other prohibited items onto the grounds of a detention facility or institution
- 2925.05 Funding drug trafficking
- 2925.06 Illegal administration of distribution of anabolic steroids
- 2925.24 Tampering with drugs
- 2927.12 Ethnic intimidation

If related to another offense under paragraph of this rule, 2923.01 (conspiracy), 2923.02 (attempt), or 2923.03 (complicity);

Or, a violation of an existing or former municipal ordinance or law of this state, any other state, or United States that is substantially equivalent to any of the Tier III offenses or violations described above.

If a volunteer, applicant, or employee was convicted of multiple disqualifying offenses, including an offense listed under Tier III, and another offense or offenses listed in under Tier III and Tier IV of this rule, and if the multiple disqualifying offenses are not the result of, or connected to, the same act, the individual is subject to a ten-year exclusionary period.

Tier IV: Five-Year exclusionary period: No provider shall utilize a volunteer, employ an applicant, or continue to employ an employee in a position involving providing direct care to an ESP client for a period of five years from the date the individual was fully discharged from all imprisonment, probation or parole; if the individual was convicted of, or plead guilty to, an offense in any of the following sections of the Revised Code:

2903.13	Assault
2903.22	Menacing
2907.09	Public indecency
2907.24	Soliciting, engaging in solicitation after a positive HIV test
2907.25	Prostitution
2907.33	Deception to obtain matter harmful to juveniles
2911.13	Breaking and entering
2913.02	Theft
2913.03	Unauthorized use of a vehicle
2913.04	Unauthorized use of computer, cable, or telecommunication property
2913.05	Telecommunications fraud
2913.11	Passing bad checks
2913.21	Misuse of credit cards
2913.31	Forgery, forging identification cards
2913.32	Criminal simulation
2913.41	Defrauding a rental agency or hostelry
2913.42	Tampering with records
2913.43	Securing writings by deception
2913.44	Personating an officer
2913.441	Unlawful display of law enforcement emblem
2913.45	Defrauding creditors
2913.51	Receiving stolen property
2919.12	Unlawful abortion
2919.121	Unlawful abortion upon minor
2919.123	Unlawful distribution of an abortion-inducing drug
2919.23	Interference with custody
2919.24	Contributing to the unruliness or delinquency of a child
2921.12	Tampering with evidence
2921.21	Compounding a crime
2921.24	Disclosure of confidential information
2921.32	Obstructing justice
2921.321	Assaulting or harassing a police dog, horse, or service animal
2921.51	Impersonation of peace officer

- 2925.09 Illegal administration, dispensing, distribution, manufacture, possession, selling, or using any dangerous veterinary drug
- 2925.11 Drug possession, unless a minor drug possession offense
- 2925.13 Permitting drug above
- 2925.22 Deception to obtain a dangerous drug
- 2925.23 Illegal processing of drug documents
- 2925.36 Illegal dispensing of drug samples
- 2925.55 Unlawful purchase of a pseudoephedrine product, underage purchase of a pseudoephedrine product, using false information to purchase a pseudoephedrine product, improper purchase of a pseudoephedrine product
- 2925.56 Unlawfully selling a pseudoephedrine product unlawfully selling a pseudoephedrine product to a minor; improper sale of a pseudoephedrine product);

If related to another offense under paragraph of this rule, 2923.01 (conspiracy), 2923.02 (attempt), or 2923.03 (complicity);

Or, a violation of an existing or former municipal ordinance or law of this state, any other state, or the United States that is substantially equivalent to any of the Tier IV offenses or violations described above.

If a volunteer, applicant, or employee was convicted of multiple disqualifying offenses, including an offense listed under Tier IV, and another offense or offenses listed in under Tier IV of this rule, and if the multiple disqualifying offenses are not the result of, or connected to, the same act, the individual is subject to a seven-year exclusionary period.

Tier V: No exclusionary period: A provider may utilize a volunteer, employ an applicant, or continue to employ an employee involving providing direct care to an ESP client if the individual was convicted of, or pleaded guilty to, an offense in any of the following sections of the Revised Code:

- 2925.11 Drug possession, but only if a minor drug possession offense
- 2925.14 Illegal use, possession, dealing, selling, or advertising of drug paraphernalia
- 2925.141 Illegal use or possession of marijuana drug paraphernalia

Or, a violation of an existing or former municipal ordinance or law of this state, any other state, or the United States that is substantially equivalent to any of the Tier V offenses or violations described above.

Appendix E: Sample Contract

ELDERLY SERVICES PROGRAM AGREEMENT

between

**The Council on Aging of Southwestern Ohio and
XXXXXXXXXX**

Dates: XX-XX-XXXX

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SECTION 1 INTRODUCTION

THIS AGREEMENT ("Agreement") is entered into effective January 1, 2016 by and between XXXXX, Inc., hereinafter referred to as the "Provider," and Council on Aging of Southwestern Ohio, hereinafter referred to as "COASM." The purpose of this Agreement is to define the terms and conditions under which Provider is to provide Home Medical Equipment for the Elderly Services Program.

SECTION 2 GENERAL REQUIREMENTS FOR PROVIDERS

- A. Provider shall provide only the services for which it is certified and as delineated on Exhibit C Rate Schedule, 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 Exhibit C of this Agreement. Provider shall not, without prior written approval from COA, discontinue servicing any service or zone listed on Exhibit C 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. 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 REQUIREMENTS₁ 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 3 REIMBURSEMENT FOR SERVICES PROVIDED

- A. Provider will be paid at the rate specified in Exhibit C upon providing and invoicing the authorized units of service in accordance with the RFP. Provider must use the COA ESP software to invoice COA for services authorized and provided. Provider must invoice monthly within the time frames established by COA.

- B. 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. 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.
- C. COA shall have the right to refuse to process Provider claims when claims are not received within forty five (45) days after the end of the month in which Provider delivered the services. Extenuating circumstances that will cause a delay in billing should be promptly discussed with COA's Controller.
- D. 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.

SECTION 4 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 5 INDEMNIFICATIONS

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 6 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 funds received for services not covered by this Agreement.
 - 2. Provider shall repay to COA the full amount of any 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 7 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. Scope of service provided by the State of Ohio

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 (Paragraph B of this section) in all Subcontracts for work hereunder. Subcontracts shall not be made without the prior knowledge of COA.

SECTION 8 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 9 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 10 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 Compliance Specialist 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 11 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.
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 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 and 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.
 - 3. Automobile liability with coverage against claims for injury and/or death in the amount of \$300,000 per individual, \$500,000 per occurrence.

4. A fidelity bond covering all individuals authorized by Provider to collect and/or disburse funds.
 5. 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 12 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 The Scope of Services, Provided by the State of Ohio, 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 sanctions on Provider.

SECTION 13 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 one hundred and twenty (120) 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 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 14 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.
- B. 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.
- C. 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 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. COA reserves the right to not approve of the Purchase or Merger if not in the best interest of COA or its clients and to cancel its contract with the Provider. 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.

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 16 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 that it will not enter into any agreements or arrangements that would be in direct conflict with the spirit of this contract or any of the attached Exhibits

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.

C. MEDIA, PUBLIC RELATIONS, AND OUTREACH:

Provider shall collaborate with COA to help ensure that media relations, public information, and outreach related to this agreement or the services provided under this agreement are mutually beneficial to the Provider and to COA including any use of social media.

Any 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 Services provided by this agreement, Provider shall establish and maintain a link from the COA 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.

1. 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.

- D. **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.
- E. **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.
- F. **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.
- G. **RESTRICTION ON USE OF LEVY FUNDS:**

Provider agrees that funds will not be used by the Provider to engage in any claim or litigation against the COA, the State of Ohio or any department or division of the government. In addition, funds may not be used for any political campaign purpose.
- H. **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.
- I. **CONTINUITY OF OPERATIONS:**
Provider should have a plan in place to ensure continuity of operations in the event of an emergency.
- M **INCIDENTS AND ALERTS**
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 Contracts and Procurement and the Manager of Medicaid Waiver Programs immediately, within one hour, after the Provider becomes aware of the incident or the alert. Provider agrees to furnish upon request of COA any reports relating to such incidents and alerts and to cooperate with COA and/or its authorized representatives in any investigation of any major unusual incident.

SECTION 16 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 17 PRIORITY OF DOCUMENTS

The Agreement, the RFP, all attachments, 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 a conflict requiring interpretation of the documents the order of precedence shall be as follows:

1. The contract document
2. Exhibit A the RFP and all attachments and addenda
3. Exhibit B the Providers proposal and any clarifications

SECTION 18 EMERGENCY PREPAREDNESS

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;
 - b. Providing services beyond the provider's traditional territory;
 - c. 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.

SECTION 19 TERM OF THE AGREEMENT

The Agreement by and between Provider and COA effective on XXXXX, shall remain in effect, unless amended or terminated by one or more of the parties, through XXXXXXXXX

This Agreement together with the Exhibits 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.

SECTION 20 SIGNATURES

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

PROVIDER:

By:

_____ Date: _____

COA: Council on Aging of Southwestern Ohio

By:

_____ Date: _____
Suzanne Burke, Chief Executive Officer

Appendix F: 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

Applicants/Providers 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.

Applicants/Providers may appeal 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 Chief Financial Officer or their assigned designee.

- A. The appellant must submit a written appeal request from its executive-in-charge to COA’s Chief Executive Officer. 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.
 - a. The written appeal request must be signed by the appellant’s executive-in-charge and must include the following:
 - 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.
 - iv. . A detailed explanation of the basis for appellant’s appeal.
 - v. 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.
- B. COA Local Hearing
 - a. 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.
 - b. 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.
 - c. 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) business days after the date that COA renders its final decision.
- C. Ohio Department of Aging Hearing
 - a. An appellant not satisfied with the outcome of the COA hearing as detailed above, may request an appeal hearing before the ODA in compliance with Ohio law (see OAC 173-3-09).

- b. 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

An applicant 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 applicant for all or some of the services for which the applicant applied. No other issues, actions or decisions are subject to appeal.

Applicants may appeal only after all efforts to administratively resolve the issue(s) have been exhausted. Any administrative efforts to resolve the adverse decision should be forward to the Chief Financial Officer or their assigned designee.

- A. The appellant must submit a written appeal request from its executive-in-charge to COA's Chief Executive Officer. 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 decision by COA not to award an agreement to the appellant for all or some of the services for which the appellant applied.
 - a. The written appeal request must be signed by the appellant's executive-in-charge and must include the following:
 - 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 COA decision under appeal.
 - iv. A detailed explanation of the basis for appellant's appeal.
 - v. 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 (at either the COA Staff Hearing or by the Appeals Committee or Board).
- B. COA Staff Hearing
 - a. 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.
 - b. Upon determination of a decision by the panel, COA will e-mail the appellant a letter identifying the decision.
- C. COA Board Hearing
 - a. 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.
 - b. An appellant not satisfied with the outcome of the COA Staff Hearing as detailed above, may then request an appeal hearing before the Board.
 - c. 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.
 - i. The appeal request must be in writing and signed by the appellant's executive-in-charge and must include: (i) the address, phone and e-mail contact

information for the applicant's executive-in-charge, and (ii) identification of the COA Staff Hearing decision under appeal.

- d. The Finance Committee of the Board shall serve as the Appeals Committee of the Board unless otherwise approved by the Board.
- e. 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.
- f. 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.
- g. 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.