AGENDA

COA Board of Trustees

October 24, 2023 at 4:00 p.m.

COA Boardroom, 4601 Malsbary Road, Blue Ash, OH 45242

CALL TO ORDER / WELCOME	Karen Brown
NEW BUSINESS	
Area Plan Update	Ken Wilson
 Hearing the Public 	Public
Vote on Area Plan Update (Action Needed)	Karen Brown
ADJOURNMENT OF PUBLIC	Karen Brown

PART 1 -CERTIFICATION, SIGNATURES, ASSURANCES, AND AGENCY INFORMATION

PY24 AREA PLAN ANNUAL UPDATE



Area Agency on Aging (AAA) Information and Certification Page

Legal Name of Agency:	Council on Aging of Southwester text.	rn OhioClick	or tap here to enter
Mailing Address:	4601 Malsbary Road, Blue Ash,	Ohio 45242	
Phone Number:	513-721-1025	Federal ID Number:	31-0807186
Agency Mission Statement:	Enhance lives by assisting peop a range of quality services.	ele to remain i	ndependent through
Agency Vision Statement:	Be the premier standard in maxi of life.	mizing indepe	endence and quality

CERTIFICATION BY BOARD PRESIDENT, ADVISORY COUNCIL CHAIR, AAA DIRECTOR:

I hereby certify that the PY 2024 Annual Update documents:



Include all required certifications, signatures, assurances, and plans to be followed by the AAA under provisions of the Older Americans Act (OAA).



Have been developed in accordance with all rules and regulations specified under OAA and related State of Ohio policies.



Reflect input from a cross-section of service providers, consumers, and caregivers who are representative of all areas and culturally diverse populations of the planning and service area (PSA).



Incorporate the comments and recommendations of the AAA's Advisory Council.



Have been reviewed and approved by the AAA's Board of Directors and respective governing bodies.



I certify that the contents are true, accurate, and complete statements. I acknowledge that intentional misrepresentation or falsification may result in the termination of financial assistance.



I further certify that I understand the AAA is responsible for the development and implementation of the Area Plan on Aging and for ensuring compliance with the included assurances.



I have reviewed and approved this PY 2024 Annual Update.

Agency Signature Page

President, Board of Directors

Name:	Karen Brown
Signature:	
Date:	Click or tap to enter a date.

Chair, Advisory Council

Name: \	Villiam Thornton
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Signature:

Date: Click or tap to enter a date.

Executive Director, Area Agency on Aging

Name: Suzanne Burke

Signature:

Date: Click or tap to enter a date.

Introduction

The following Older Americans Act Section 306 AAA assurances include statutory assurances and required activities related to the development/implementation of Area Plans. These assurances must be reviewed, signed by the AAA Director, and included as part of the Area Plan. In addition, documentation of how the AAA addresses each assurance must be maintained at the AAA and made available for review by ODA, as requested and appropriate.

Older Americans Act: Section 306 Area Plan AAA Assurances

The AAA assures the following:

- 1. The AAA assures that it will provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, modernization, or construction of multipurpose senior centers (including a plan to use the skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to older individual work), within the planning and service area (PSA) covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older individuals with low incomes residing in such area, the number of older individuals who have greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals who have greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals at risk for institutional placement residing in such area, the number of older individuals at risk for institutional placement residing in such area, and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community), evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or multipurpose senior centers in such area, for the provision of such services or centers to meet such need. (§306(a)(1))
- 2. The AAA assures that an adequate proportion, as required under section 307(a)(2) of the OAA and ODA Policy 105-SVC-01, OAA Required Funding Allocations, of the

amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services:

- a) Services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services;
- b) In-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
- c) Legal assistance.

The AAA assures it will report annually to ODA in detail the amount of funds expended for each such category during the fiscal year most recently concluded. (§306(a)(2))

- 3. The AAA assures it will designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers as such focal point. The AAA assures that it will specify, in grants, contracts, and agreements implementing the plan, the identity of each focal point designated. (§306(a)(3))
- 4. The AAA assures it will set specific objectives for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement. The AAA assures that it will include specific objectives for providing services to low-income minority older individuals, individuals with limited English proficiency, and older individuals residing in rural areas, and include proposed methods of carrying out the preference in the area plan (§306(a)(4)(A)(i))
- 5. Each AAA shall provide assurances that the AAA will include in each agreement made with a provider of any service under this title, a requirement that such provider will:
 - a) Specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider.

- b) To the maximum extent possible, provides services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and
- c) Meet specific objectives established by the AAA, for providing services to lowincome minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area. (§306(a)(4)(ii))
- 6. The AAA assures, with respect to the fiscal year preceding the fiscal year for which such plan is prepared, it will:
 - a) Identify the number of low-income minority older individuals in the planning and service area;
 - b) Describe the methods used to satisfy the service needs of such minority older individuals; and
 - c) Provide information on the extent to which the AAA met the objectives. (§306(a)(4)(iii))
- 7. The AAA assures it will use outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on:
 - a) Older individuals residing in rural areas;
 - b) Older individuals with greatest economic need (with particular attention to lowincome minority individuals and older individuals residing in rural areas);
 - c) Older individuals with greatest social need (with particular attention to lowincome minority individuals and older individuals residing in rural areas);
 - d) Older individuals with severe disabilities;
 - e) Older individuals with limited English proficiency;
 - f) Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - g) Older individuals at risk for institutional placement, specifically including survivors of Holocaust.

The AAA assures it will inform the older individuals identified above, and the caretakers of such individuals, of the availability of such assistance. (§306(a)(4)(B))

- The AAA assures it will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas. (§306(a)(4)(C))
- 9. The AAA assures it will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities (§306 (a)(5)).
- 10. The AAA assures that it will take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan. The AAA assures it will serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals. (§306(a)(6))
- 11. The AAA assures that where possible, it enters into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on voluntary basis in the delivery of such services to children, adults, and families. (§306(a)(6)(C))
- 12. The AAA assures if possible, regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that:
 - a) Were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; (§306(a)(6)(C)(i))
 - b) Came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirements under section 676B of the Community Services Block Grant Act; (§306(a)(6)(C)(ii)), and

- c) Make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. (§306(a)(6)(C)(iii))
- 13. The AAA assures it will establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this chapter, family caregivers of such individuals, representatives of older individuals, service providers, representatives of the business community, local elected officials, providers of veterans' health care (if appropriate), and the general public, to advise continuously the AAA on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan. (§306(a)(6)(D))
- 14. The AAA assures it will establish effective and efficient procedures for the coordination of entities conducting programs that receive assistance under this chapter within the planning and service area served by the AAA and entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in OAA Section 203(b) within the area. (§306(a)(6)(E))
- 15. The AAA assures that in coordination with ODA and with the State agency responsible for mental and behavioral health services, increase public awareness of mental and behavioral health disorders, remove barriers to diagnosis and treatment, and coordinate mental and behavioral health services (including mental and behavioral health screenings) provided with funds expended by the area agency on aging with mental and behavioral health services provided by community health centers and by other public agencies and nonprofit private organizations. (§306(a)(6)(F))
- 16. The AAA assures that if there is a significant population of older individuals who are Indians in the planning and service area of the area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this chapter. (§306(a)(6)(G))
- 17. The AAA assures that in coordination with ODA and with the State agency responsible for elder abuse prevention services, increase public awareness of elder

abuse, neglect, and exploitation, and remove barriers to education, prevention, investigation, and treatment of elder abuse, neglect, and exploitation as appropriate. (§306(a)(6)(H))

- 18. The AAA assures that to the extent feasible; it will coordinate with ODA to disseminate information about the State assistive technology entity and access to assistive technology options for serving older individuals. (§306(a)(6)(I))
- 19. The AAA assures that it will facilitate the area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their caregivers, by:
 - a) Collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
 - b) Conducting analyses and making recommendations with respect to strategies for modifying the local systems of long-term care to better respond to the needs and preferences of older individuals and family caregivers; facilitate the provision, by service providers, of long-term care in home and community-base settings; and, target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings;
 - c) Implementing through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and
 - d) Providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to the need to plan in advance for long-term care; and the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources. (§306(a)(7))
- 20. The AAA assures that case management services provided under this Title will:
 - a) Not duplicate case management services provided through other Federal and State programs;
 - b) Be coordinated with services provided through other Federal and State programs;

- c) Be provided by the public agency or a nonprofit private agency that:
 - I. Gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;
 - II. Gives each individual a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
 - III. Has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
 - IV. Is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii). ((§306(a)(8))
- 21. The AAA assures, in carrying out the State Long-Term Care Ombudsman program under OAA Section 307(A)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2019 in carrying out such a program under this title. The AAA assures that funds made available pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712. ((§306(a)(9))
- 22. The AAA assures it will provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title. ((§306(a)(10))
- 23. The AAA assures it will provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as older Native Americans) including:
 - a) Information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the AAA will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;
 - b) An assurance that the AAA will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and
 - c) An assurance that the AAA will make services under the area plan available to the same extent; as such services are available to older individuals within the planning and service area, whom are older Native Americans. (§306(a)(11))

- 24. The AAA assures it will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in OAA Section 2013(b) with the planning and service area. (§306(a)(12))
- 25. The AAA assures it will maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships. (§306(a)(13)(A))
- 26. The AAA assures it will disclose to the Assistant Secretary and the State Agency:
 - a) The identity of each non-governmental entity with which such agency has a contract or commercial relationships relating to providing any service to older individuals; and
 - b) The nature of such contract or such relationship. (§306(a)(13)(B))
- 27. The AAA assures it will demonstrate that a loss or diminution on the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such non-governmental contracts or such commercial relationships. (§306(a)(13)(C))
- 28. The AAA assures it will demonstrate that the quantity and quality of the services to be provided under this title by such agency will be enhanced as a result of such non-governmental contracts or commercial relationships. (§306(a)(13)(D))
- 29. The AAA assures it will, on the request of the Assistance Secretary of State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals (§306(a)(13)(E))
- 30. The AAA assures that preference in receiving services under this title will not be given by the AAA to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title. (§306(a)(14))
- 31. The AAA assures that funds received under this title will be used to provide benefits and services to older individuals, giving priority to older individuals identified in

Section 306(4)(A)(i) and in compliance with the assurances specified in Section 306(a)(13) and the limitations specified in Section 212. (§306(a)(15))

- 32. The AAA assures to provide, to the extent feasible, for the furnishing of services under this chapter, consistent with self-directed care. (§306(a)(16))
- 33. The AAA assures it will include information detailing how it will coordinate activities, and develop long-range emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery. (§306(a)(17))
- 34. The AAA assures it will collect data to determine the services that are needed by older individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019 and the effectiveness of the programs, policies, and services provided by such AAAs in assisting individuals. (§306(a)(18))
- 35. The AAA assures it will use outreach efforts that will identify older individuals eligible for assistance under OAA, with special emphasis on those older individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019. (§306(a)(19))

I certify that I read the above and comply with the Assurances:		Initial	
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Certification Regarding Department Suspension, Ineligibility, and Voluntary Exclusion Pursuant to 45 CFR Part 76

<u>45 CFR Part 76</u> adopts a governmentwide system of debarment and suspension for HHS non-procurement activities (76.100) to ensure the integrity of federal programs by conducting business only with responsible persons (76.110 (a)). A federal agency uses the non-procurement debarment and suspension system to exclude from federal programs persons who are not presently responsible (76.110 (b)).

The AAA certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (766.355)

Where the AAA is unable to verify any of the statements in this certification, such as AAA shall attach an explanation to this proposal.

I certify that I read the above and comply with the Assurance:

Initial

Certification for Contracts, Grants, Loans & Cooperative Agreements Pursuant to 31 U.S. Code Section 1352

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been or will be paid, by or on behalf of, the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that if any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employer of Congress, or an employee of a member of Congress in connection with this commitment providing for the United States to ensure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that I read the above and comply with the Assurances:	Initial
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Assurance of Compliance with Non-Discrimination Laws and Regulations

The AAA provides this assurance in consideration for and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the U.S. Department of Health and Human Services (HHS).

The AAA assures the compliance with the following:

- 1. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services(45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 2. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 3. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- 4. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91),to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department
- 5. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to

the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified a t 42 U.S.C. § 238n), the Weldon Amendment (e.g., Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2019, Div. B., sec. 507(d), Pub. L. No. 115-245, 132 Stat. 2981, 3118 (Sept. 28, 2018), as extended by the Continuing Appropriations Act, 2020, and Health Extenders Act of 2019, Pub. L. No. 116-59, Div. A., sec. 101(8), 133 Stat. 1093, 1094 (Sept. 27, 2019)), Section 1553 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18113), and Section 1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and other Federal conscience and anti-discrimination laws, including but not limited to those listed at https://www.hhs.gov/conscience/conscience-protections, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 88), to the end that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the Applicant receives Federal financial assistance or other Federal funds from the Department for which the Federal conscience and anti-discrimination laws and 45 C.F.R. Part 88 apply.

The AAA agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the AA, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the AAA by the Department, this assurance shall obligate the AAA, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the AAA for the period during which it retains ownership or possession of the property. The AAA further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

I certify that I read the above and comply with the Assurances:

Initial	

PART 2- GOALS PROGRESS TEMPLATE

PY24 AREA PLAN ANNUAL UPDATE



Focus Area 1: Community Conditions									
Goal Statement:			ting them to live independently through a range						
Plan for measuring overall goal success:	Plan for measuring overall goal success: Success for this focus area will be shown by the number of clients served through the utility assistance program, on-demand, supportive transportation, coordination, and affordable housing resources.								
Objective	Strategy	Action Steps Planned	PY23 Narrative of Action Steps Achieved	Measure Identified	PY23 Actual (as of 7/1/23)	2026 Target	Performance Gap	Countermeasure Planned to Address Gap Between Actual & Target	
Objective 1.1: Improve Financial Stability	Income Supports	Assist eligible Hamilton County older adults with a one-time credit towards their utility bill. Our partners in this program are Hamilton County and Duke Energy. We hope to assist 300 older adults. This information is tracked in a database and reported weekly.	Duke Energy or GCWW bill with a one time credit up to \$500.00.	# of consumers, service recipients, or participants	403- Duke Credit and Greater Cincinnati Water Works- 43	900	454	PSA1 is on target to hit the 2026 target. With this program the funding will start again January 2024. In order to reach our target goal we will outreach to current care managment staff for referrals to the program. PSA1 will work with outreach partner Serving Older Adults Through Changing Times and conduct outreach via social media.	
Objective 1.2: Improve Housing Quality and Affordability	Housing accessibility and quality	PSA1 manages a housing database that is available from our external website which allows anyone in our service area to search for housing. The pandemic temporarily changed the housing climate by preventing evictions. We are currently reviewing and updating the housing resources in our database. We will measure this strategy with the number of times the housing database is accessed. This data is available as needed	review of the current housing database that included researching and/or current lisitings to ensure accuracy. PSA 1 collected updates and is in process of making updates in the database.	# of consumers, service recipients, or participants	4958	10000	5042	PSA 1 is on target in meeting the goal in the number of individuals accessing the housing database. Our team has reviewed and updated houses resources on our database.	
Objective 1.3: Improve Transportation Access	Medical Transportation	Provide on demand, through the door supportive service to populations that are not appropriate for Access because they need additional support. This service is currently available in Hamilton County with opportunities to expand to other counties. This strategy will be measured by NovusMED, our transportation management software. Standard scheduled reports are provided weekly and monthly.	Coordination Center offers on-demand, through-the-door rides to older and/or	# of consumers, service recipients, or participants	1,253 unduplicated Hamilton County recipients received 42,545 one-way trips	2000	747	Inorder to expand this service, there must be a funder to pay for the rides and rider capacity to attract providers to serve the area. We are currently exploring funding opportunities to support expansion to another county.	

Focus Area 2: Healthy Living
Goal Statement:

Provide and improve services, programs and activities that support improved nutrition and physical activity for older and/or disabled adults in our service area.

Plan for measuring overall goal success: We will measure the success of our overall goals by the number of consumers, service recipients or participants in the SFMNP, Restaurant Dining program, Grocery Delivery and evidence-based health education programs.

Objective	Strategy	Action Steps Planned	PY23 Narrative of Action Steps Achieved	Measure Identified	PY23 Actual (as of 7/1/23)	2026 Target	Performance Gap	Countermeasure Planned to Address Gap Between Actual & Target
Objective 2.1: Improve Nutrition	Community- based healthy food access	and has access to this data at any time.	This was the first year conducting distribution events, 13 in total, across all 5 of our service counties, allowing us to reach an untouched audience. A number of media events occured to promote the program, news stories, journal articles, podcasts, radio. Applications were made available online to expidite the mailing of coupons to participants. More farmers have been brought onto the program, allowing more places for individuals to shop.	# of consumers, service recipients, or participants	1717 participants. 30 farmers/farmer s markets.	2700 participants and increase farmer participantion to 40.	983 participants and 10 Farmers markets	In our 2nd year of distribution events we plan to expand the efficiency and frequency of these events. Increase advertisement and communication surrounding the program and events. Join established events that draw a large number of the target audience. Continuing providing an online application, while also allowing those who have limited access or knowledge of technology to call in and apply with the assistance of our COA staff members. Connecting participants to resources for transportation.
Objective 2.1: Improve Nutrition	Retail-based supports and incentives	Development of meal options for congregate clients to include restaurant locations. We will meet this strategy through a combination of activities that promote awareness and education to local restaurants. This number of new partnerships/collaborations will be tracked by COA's dietitian.	We have one contracted provider administering the program to 349 seniors, each individual recieves 2-4 meal credits each month. Number of meal credits is based on an individuals needs, allowance to onboard additional participants, and the consistency of card usage. Two local restaurants have been approved and are currently serving within Hamilton and Butler County.	# of new partnerships/ collaborations	349 participants. 2 restaurant partners.	700 participants. 10 restaurant partners.	351 participants. 8 restaurant partners	Put a focus in advertising to potential clients and restaurants of the program. Provide easy to follow demos for restaurants. Connecting potential restaurants to currently participating restaurants within or outside our region for additional support.
Objective 2.1: Improve Nutrition	Community- based healthy food access	Implement a grocery delivery service for PSA1 region. We will meet this strategy through a combination of activities that promote awareness and education about grocery shopping and delivery options. This number of participants that use this service will be tracked and reported by the provider on a monthly basis.	This program began as a pilot with 3 providers contracted to service 4/5 couny area. This pilot program was built to have the provider identify those in need of the service, assist in ordering groceries, safely picking up and delivering groceries, with an option of assisting in putting groceries away. The pilot program is ending and being adopted into the Title III RFP. One provider in particular has been been the most active and has been able to find a way for individuals to be able to utilize their SNAP benefits. This program has benefited many local seniors who have difficulty getting out themselves to buy groceries.	# of consumers, service recipients, or participants	Provider 1: 200 units. Provider 2: 122 units. Provider 3: 3 units.	550 units	225 units	Providers will increase advertizement of this service being available. Place an increased focus on techology literacy. Assisting and teaching participants in ordering their own groceries online for delivery. Delivery will occur utilizing grocers delivery systems that are currently in place (i.e Kroger Boost, Instacart). Promote the ability to utilize SNAP/EBT with grocery delivery.
Objective 2.2: Improve Physical Activity	Disease Management	Increase participation in evidence-based health education programs. We will do this through a variety of activities that include reviewing existing and additional evidence-based health education programs, recruiting additional host sites to include representation in our service area and activities to increase community awareness. The number of participants are tracked in Workshop Wizard and SAMS/WellSky after the completion of workshops.	During FY'23, many of the COVID -19 precautions and mandates were lifted. Until older adults became comfortable with community gatherings again, many were not interested in attending in-person workshops. We were successful with completing 23 workshops that represent six evidence-based health education programs. We currently have five workshops in progress.	# of consumers, service recipients, or participants	169	750 is the total number of participants we hope complete a workshop over the 4-year Area Plan period.	581	We will recruit more neighborhood and senior housing building host sites to make workshops more accessible to where older adults live and minimize the transporation barrier. We will continue to offer virtual workshops to older adults who have smart devices and bandwidth to participate.

Focus Area 3: Access to Care								
Goal Statement:			ervices through transitional care coordination serv					
Plan for measuring overall goal success:	Success will be n	neasured in the number of clients served throug	gh home and community-based programs and ch	ronic care manage	ment services and	the number of clie	nts that receive e	ducation about Medicare benefits.
Objective	Strategy	Action Steps Planned	PY23 Narrative of Action Steps Achieved	Measure Identified	PY23 Actual (as of 7/1/23)	2026 Target	Performance Gap	Countermeasure Planned to Address Gap Between Actual & Target
Objective 3.1: Improve Health-care Coverage and Affordability	Health-care cost reduction programs and services	Provide an internal resource (a.k.a. subject- matter-expert) to assist clients with understanding and connecting with their Medicare benefits. We will complete a variety of activities to support this strategy that include education and awareness and a referral process. We will provide this service to our service area. The number of clients served will be tracked and reported monthly.	PSA currently has a benefit specialist that assists with navigating health insurance benefits that someone may be eligible for such as emergency response system and medical transporation. The plan is to bring on additional staff to provide as a service for those calling into Aging Disability Resource Center who not enrolled on a PSA1 program.	# of consumers, service recipients, or participants	Total clients served to date 458 clients	916	458	We anticipate to service a total of 916 clients under this objective. We are currently working to hire another benefit specialistist in order to hit our target goal. We anticipate our referral volume to go up for those clients on a PSA1 program but aslo open to the communiyt. We do not anticipate not hitting our target goal of 916 by end of 2026.
Objective 3.2: Improve Home and Community-based Supports	Transitions to home- and community- based care	Expansion of care transition program to facilitate hospital and skilled nursing facility coordination for PSA1 home and community- based supports and services. This will be accomplished through activities that support program awareness with healthcare facilities and patient education in all PSA1 counties. The number of individuals served are tracked in a database and reported monthly in a census report.	PSA1 launched care transtions pilot program in Butler county in the October 2022 providing care transtions support and home delivered meal. To date the program has served a total of 175 clients. PSA1 operates the program in Hamilton, Warren and Clinton Counties and has served a total of 1,427 clients.		Total clients served to date 1602	3204	1602	We anticipate to serve a total of 3204 clients. We have seen referral volume and growth in this area specifically Hamilton County. The pilot program in Butler County we have engaged with two new hospital systems and many skilled nursing facilities as part of ongoing marketing for the pilot. We have applied for additional grant funding to assist with other services under this pilot model such as home modifications.
Objective 3.2: Improve Home and Community-based Supports	Telehealth	Implement and expand Medicare chronic care management benefits to eligible members. This will be accomplished through activities that support awareness and education. We will pilot chronic care management in Clinton and Hamilton counties in the first year of the Area Plan with a goal to offer expansion of this service to our entire service area. The number of participants is tracked in a database and reported monthly.	PSA1 has continued the pilot for Chronic Care Management. Currently PSA1 is reviewing pilot results and determining next steps. During the course of the pilot PSA 1 enrolled 227 individuals in the program.	# of consumers, service recipients, or participants	227	130	0	We are currently at the end phase of this pilot and have met the targets in what we wanted to reach. We are in process of determining the next steps of the pilot. If we continue the program we will determine a new target of enrollments.
Objective 3.3: Improve Home Care Workforce Capacity and Caregiver Supports	supports	Introduce COA branded EVRTalk caregiver training. Care Coordinators that specialize in caregiver support will provide the training to care givers as needed. The training was developed for one-on-one and group settings. COA is partnering with organizations and community events to offer EVRTalk training to caregivers. We track the number of caregivers we train. We will provide EVRTalk to our service area.	PSA1 provided caregiver training in group settings to both professional caregivers and informal caregivers. We trained 21 professional caregivers and 19 informal caregivers. We did not track the number of caregivers trained in individual settings.	# of consumers, service recipients, or participants		200 caregivers trained within the 4-year Area Plan.	160	We will identify organizations that provide caregiver support and partner wit them to include EVRTalk in their support groups and training opportunites.
Objective 3.3: Improve Home Care Workforce Capacity and Caregiver Supports	Respite care	Expand respite options for caregivers due to loss of respite options and capacity during the pandemic. As we explore options, we will complete activities that address awareness and education. We will serve members in our service area. This information is tracked in a database and reported monthly.	PSA1 has served 29 individuals under the respite option for caregivers	# of consumers, service recipients, or participants	29	116	87	We anticipate growth in our respite care program. PSA1 is working to establish the service under our local levy programs as a service option sometime in 2024. We see a need for this program in our existing caregiver support program and anticipate serving more caregivers and clients with this program. Funding for this program is limited currently until we can secure the service through local levy funding.

Objective 3.3: Improve Home Care	Career and	Implement COA branded AddnAide app to	PSA1 has launched AddnAide app to increase	# of new sites,	PSA1 has 30	200	152	PSA1 is actively targeting existing clients
Workforce Capacity and Caregiver Supports	Technical	increase homecare workforce capacity.	homecare workforce capacity and has expanded	entities, or	Hamilton County			waiting for traditional home case agency on a
	Education (CTE)	AddnAide will go-live with existing consumer	to consumer directed care to begin to utlize the	providers offering	currently served			waitlist to see if appropripate for AddnAide and
	for home health	directed care clients in our service area in	app.	a service,	and 18 clients in			conumer directed care option. As we have new
	care	June 2022. This technology allows current		program, or	Warren County			enrollments into the program we are also
		aides and a potential new workforce of aides,		practice	have been able			screening and engaging clients new to our levy
		simplicity and ease with matching services,			to find an aide			program. On average we receive 15-21 clients
		scheduling and communication with clients			though the app.			new referrals that we have been able to enroll.
		that need assistance. AddnAide user						
		information is tracked and available for						
		reporting purposes.						

Focus Area 4: Social Connectedness												
Goal Statement:	The PSA1 goal is to research, develop and implement social isolation programs that currently do not exist within PSA1.											
Plan for measuring overall goal success:	The goal will be n	goal will be measured by the number of programs, services, partnerships, and collaborations created to address and reduce social isolation.										
Objective	Strategy	Action Steps Planned	PY23 Narrative of Action Steps Achieved	Measure Identified	PY23 Actual (as of 7/1/23)	2026 Target	Performance Gap	Countermeasure Planned to Address Gap Between Actual & Target				
Objective 4.1: Improve Social Inclusion	Home-based social supports	Research, develop, and implement social isolation programs. Our goal is to research, develop and implement social isolation programs and/or services that will address loneliness and social isolation for identified members in our service area. Data will be tracked for all programs and services implemented.	COA managed a social isolation intervention called Connecting the Dots (CTD) during several months of FY'23. Older adults could be self- referred or referred by professionals, friends and family members. The following assessments were completed; UCLA, PHQ2 & PHQ9. Individual interests were idenified and opportunities to participate in both community activities and a 24/7 virtual senior center were made available. The experience allowed service providers a window to activities most requested and enjoyed by older adults. The lessons learned were used to assist with creating and evaluating an RFP issued in spring '23 to address loneliness and social isolation. The CTD programmed has sunsetted and providers will provide this service starting in 10.1.23.	providers offering a service, program, or practice	CTD Pilot served 50 participants through 10 community- based programs including a virtual senior center subscription.	create 40 sites. entitlies or providers to address social	30	Through the RFP process, multiple awards were made to address and improve social inclusion in our service area.				
Objective 4.2: Increase Volunteerism	Not selected											

Focus Area 5: Population Health												
Goal Statement:	The PSA1 goa	PSA1 goal is to research, implement and launch behavioral health programming in our service area.										
Plan for measuring overall goal success:	We will measu	will measure our goal success by the number of new partnerships and collaborations created to address behavior health needs identified by those we serve.										
		1			•							
Objective	Strategy	Action Steps Planned	PY23 Narrative of Action Steps Achieved	Measure Identified	PY23 Actual (as of 7/1/23)	2026 Target	Performance Gap	Countermeasure Planned to Address Gap Between Actual & Target				
Objective 5.1: Cognitive Health: Reduce Cognitive Difficulty	Not selected											
Objective 5.2: Cardiovascular Health: Reduce	Not selected											
Hypertension												
			PSA1 has contracted with two providers within the			Two providers		We anticipated that we would have at least 2				
				# of new	with two	will be		providers apply for evidence based mental				
				sites, entities,	providers for	working with		health services. The providers will launch their				
Objective 5.3: Mental Health: Reduce	Mental health-	partnerships/collaborations with organizations	Ideas. Contracts go into effect on October 1	or providers	behavioral	PSA1 region.		programs in 2024 and will be able to add target				
-	care access	to address the mental health needs of older	2023.	offering a	health			measures once their programs are up and				
Depression	and supports	adults living on our service area. This will be		service,	programs.			running on total number of clients served as well				
		measured by the number of new relationships		program, or				as measures around reduced depression in				
		we create. This data will be tracked.		practice				those on the program.				
				-								

Focus Area 6: Preserving Independence	e											
Goal Statement:	The PSA1 missi	on is to enhance the lives of older and/or disabled a	dults by assisting them to live independently thro	ugh a range of q	uality services ar	nd supports.						
Plan for measuring overall goal	Overall goal suc	cess in this focus area will be measured on the num	ber of enrollments that participate in wellness pr	ograms surround	ing chronic disea	ises and pain self	-management pro	ograms, matter of balance program and				
success:	falls risk assess	alls risk assessment and interventions.										
Objective	Strategy	Action Steps Planned	PY23 Narrative of Action Steps Achieved	Measure Identified	PY23 Actual (as of 7/1/23)	2026 Target	Performance Gap	Countermeasure Planned to Address Gap Between Actual & Target				
Objective 6.1: Improve Chronic Pain Management	Self- management supports	evidence-based health education programs created by the Self-Management Resource	In FY'23, we completed 5 - Chrionic Disease workshops and have one in-progress now. We completed 2 - Diabetes workshops and 1- Chronic Pain workshop with another one in- progress now.	recipients, or	53 completers with 2 workshops in- progress.	200 is a total of all workshop completers during the 4- year Area Plan		We will recruit more neighborhood and senior housing building host sites to make workshops more accessible to where older adults live and minimize the transporation barrier. We will continue to offer virtual workshops to older adults who have smart devices and bandwidth to participate.				
Objective 6.2: Improve Falls Prevention		A Matter of Balance Program. Increase participation in A Matter of Balance, an evidence- based health education program that focuses on falls prevention education. We will do this through a variety of activities that include recruiting additional host sites to include representation in our service area and activities to increase community awareness. The number of participants is tracked in Workshop Wizard and SAMS/WellSky after the completion of workshops.	workshops.	# of consumers, service recipients, or participants	50	200 is a total of all workshop completers duringhte 4- year Area Plan	150	We will recruit more neighborhood and senior housing building host sites to make workshops more accessible to where older adults live and minimize the transporation barrier. We will continue to offer virtual workshops to older adults who have smart devices and bandwidth to participate.				
Objective 6.2: Improve Falls Prevention	Falls risk assessment and interventions	Care Transitions program falls risk assessment and intervention. Our care transitions program includes a falls risk assessment and intervention. We will complete a falls risk assessment for all care transitions participants and track the data in a database. This assessment is available in our PSA1 area.	falls screen and falls package.	# of consumers, service recipients, or participants	June Fall Screens completed- 102, July 141. Falls Package- June- 46 and July 74	Fall screens- 121 Falls Package- 120	0	We anticpate conducting the same amount of screens and falls package so no performance gap identified. We are utilizing ARPA funds for this falls prevention initiative and have slated to use all the funds mid 2024.				

PART 4- BUDGET TEMPLATE

PY24 AREA PLAN ANNUAL UPDATE



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FY24 Base Funding (use most recent Notice of Grant Award amount)	\$ 474,600.00
Transfer to B, C1, C2, D or E, if applicable (please explain below and enter negative amount)	\$ -
Anticipated FY23 Carryover Amount, if applicable (please explain below)	\$ -
Revised FY24 Base Funding	\$ 474,600.00

Detailed Rationale for Additional Transfer Amount

Please explain the rationale for any additional transfers between funds:

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

Breakdown of Administration Dollars		% of Total
Title III-A	\$ 474,600.00	63.44%
Title III-E	\$ 82,222.00	10.99%
Total	\$ 556,822.00	74.43%

%	Check	

13.37% 0.00% 10.10% 2.11% 25.57%

100.00%

True This percentage may not be greater than 75%

Local Match for Title III-A Funds	
Cash Match	\$ 100,000.00
Inkind Match	\$ -
SCS Administration	\$ 75,527.00
Alzheimer's Administration (from Alzheimer's tab)	\$ 15,767.00
Total Match for AAA Administration Funds	\$ 191,294.00

Total Administration and Match Funds \$ 748,116.00			
	Total Administration and Match Funds	\$ 748,116.00	

True This percentage may not be less than 25%

	Title III-B
FY24 Base Funding (use most recent Notice of Grant Award amount)	\$ 1,960,341.00
Transfer from/(to) Title III-C1, if applicable (please explain below) Transfer from/(to) Title III-C2, if applicable (please explain below) Transfer from Title III-A (admin), if applicable (please explain below)	\$ - 30% maximum transfer between B/C \$ 539,900.00 30% maximum transfer between B/C \$ -
Anticipated FY23 Carryover Amount, if applicable (please explain below)	\$ <u> </u>
Revised FY24 Base Funding	\$ 2,500,241.00

Detailed Rationale for Transfer(s)

Please explain the rationale for transferring funds:

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

Note: In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Y Please ensure that the total dollar amount of funds allocated agrees to the Revised FY24 Base Funding amount above.

	Titl	e III-B		5	Senior Com	munity S	Services						
Service Category Allocations	Contract		AAA	Co	ontract		AAA	1	otal Funds	% of Funds	III-B % of Base	Funding	
Service Categories													
Access- Information & Assistance	\$ 12,574.00	\$	188,013.00	\$	-	\$	-	\$	200,587.00	7%			
Access- Case management	\$ -	\$	208,000.00	\$	-	\$	67,300.00	\$	275,300.00		69%		Minimum of 5% Title III-B base funding (for all Access categories combined)
Access- Outreach	\$ -	\$	-	\$	-	\$	-	\$	-	0%	0976		within the of 5 % The m-b base funding (for all Access categories combined)
Access- Other (Transportation)	\$ 936,859.00	\$	-	\$!	501,122.00	\$	-	\$	1,437,981.00	47%			
In-Home- homemaker, home health aide, visiting, telephone reassurance, adult													
day, home maintenance, and supportive services	\$ 450,205.00		-	\$	3,983.00	\$	-	\$	454,188.00				Minimum of 5% Title III-B base funding
Legal	\$ 220,100.00	\$	-	\$	-	\$	-	\$	220,100.00	7%		11%	Minimum of 5% Title III-B base funding
Other Community (Evidence Based)		\$	-	\$	-	\$	-	\$	-	0%			-
Ombudsman	\$ 225,000.00	\$	-	\$	-	\$	-	\$	225,000.00	7%			
Congregate Meals								\$	-	0%			
Home Delivered Meals	\$ -	\$	-	\$	-	\$	-	\$	-	0%			
Housing Administration	\$ -	\$	-	\$	-	\$	-	\$	-	0%			
Training/Education	\$ 43,995.00	\$	-	\$	5,250.00	\$	-	\$	49,245.00				
Equipment for AAA Providers, including computers and software	\$ -	\$	-	\$	-	\$	-	\$	-	0%			
Volunteer Placement	\$ -	\$	-	\$	-			\$	-	0%			
Other: (Social Isolation programs)	\$ 215,495.00	\$	-	\$	3,983.00	\$	-	\$	219,478.00	7%			
Unobligated	\$ -	\$	-	\$	-	\$	-	\$	-	0%			
Total	\$ 2,104,228.00	\$	396,013.00	\$!	514,338.00	\$	67,300.00	\$	3,081,879.00	100%			
Total Allocation Agrees with Revised FY24 Base Funding		True											

Title III-C1

FY24 Base Funding (use most recent Notice of Grant Award amount)	\$ 1,061,796.00
Transfer from/(to) Title III-B, if applicable (please explain below)	\$ - 30% maximum transfer between B/C
Transfer from/(to) Title III-C2, if applicable (please explain below)	\$ 68,678.00 40% maximum transfer between C1/C2
Transfer from Title III-A (admin), if applicable (please explain below)	\$ -
Anticipated FY23 Carryover Amount, if applicable (please explain below)	\$ -
Revised FY24 Base Funding	\$ 1,130,474.00
Detailed Rationale for Transfer(s)	

Please explain the rationale for transferring funds:

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

<u>Note:</u> In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Year. Please ensure that the total dollar amount of funds allocated agrees to the Revised FY24 Base Funding amount above.

	Title I			C1	Senior Community Services				1		
Service Category Allocations		Contract		AAA		Contract		AAA		Total Funds	% of Funds
Service Categories											
Congregate Meals	\$	1,130,474.00	\$	-	\$	-	\$	-	\$	1,130,474.00	100%
Nutrition Screening	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Nutrition Education	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Nutrition Counseling	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Menu Review/Development	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Unobligated	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Total	\$	1,130,474.00	\$	-	\$	-	\$	-	\$	1,130,474.00	100%
Total Allocation Agrees with Revised FY24 Base Funding			Tr	ue							

Title III-C2 FY24 Base Funding (use most recent Notice of Grant Award amount) \$ 1,799,680.00 Transfer from/(to) Title III-B, if applicable (please explain below) \$ (539,900.00) Transfer from/(to) Title III-C1, if applicable (please explain below) \$ (68,678.00) Transfer from Title III-A (admin), if applicable (please explain below) \$ (68,678.00) Anticipated FY23 Carryover Amount, if applicable (please explain below) \$ Revised FY24 Base Funding \$ 1,191,102.00

Detailed Rationale for Transfer(s)

Please explain the rationale for transferring funds:

With the information collected from the Title III RFP, we saw the cost of services like transportation increase and the the need for Social Isolation programs. This transfer will allow us to fund the transportation needs of seniors, and it will fund new programs like Social Isolation which was determined to be an unmet need from our comments from the public.

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

<u>Note:</u> In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Year. Please ensure that the total dollar amount of funds allocated agrees to the Revised FY24 Base Funding amount above.

		Title III-C2				Senior (Com	munity Services	1		
Service Category Allocations		Contract		AAA		Contract	AAA		Total Funds		% of Funds
Service Categories											
Home Delivered Meals	\$	1,191,102.00	\$	-	\$	-	\$	-	\$	1,191,102.00	100%
Nutrition Screening	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Nutrition Education	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Nutrition Counseling	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Menu Review/Development	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Unobligated	\$	-	\$	-	\$	-	\$	-	\$	-	0%
Total	\$	1,191,102.00	\$	-	\$	-	\$	-	\$	1,191,102.00	100%
Total Allocation Agrees with Revised FY24 Base Funding		, - ,		ue						, - ,	

Title III-D

FY24 Base Funding (use most recent Notice of Grant Award amount)	\$	93,610.00
Transfer from Title III-A (admin), if applicable (please explain below)	\$	-
	•	
Anticipated FY23 Carryover Amount, if applicable (please explain below)	\$	-
Revised FY24 Base Funding	\$	93,610.00

Detailed Rationale for Transfer(s)

Please explain the rationale for transferring funds:

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

<u>Note:</u> In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Year. Please ensure that the total dollar amount of funds allocated agrees to the Revised FY24 Base Funding amount above.

	Title	III-D	Senior Commun	ity Services		
Service Category Allocations	Contract	AAA	Contract	AAA	Total Funds	% of Funds
Service Categories				-		
Evidence-Based Classes	\$ 72,360.00	\$ 21,250.00	\$ 13,300.00	\$ 3,750.00	\$ 110,660.00	100%
Total	\$ 72,360.00	\$ 21,250.00	\$ 13,300.00	\$ 3,750.00	\$ 110,660.00	100%
Total Allocation Agrees with Revised FY24 Base Funding		True				

	Title III-E
FY24 Base Funding (use most recent Notice of Grant Award amount)	Administration Services \$ 82,222.00 \$ 739,997.00
Transfer from Title III-A (admin), if applicable (please explain below)	\$ - \$ -
Anticipated FY23 Carryover Amount, if applicable (please explain below)	\$ - \$ -
Revised FY24 Base Funding	\$ 82,222.00 \$ 739,997.00

Detailed Rationale for Transfer(s)

Please explain the rationale for transferring funds:

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

<u>Note:</u> In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Yea Please ensure that the total dollar amount of funds allocated agrees to the Revised FY24 Base Funding amount above.

	Title III-E	- Services	Senior Com	muni	ity Services	1			
Service Category Allocations	Contract	AAA	Contract		AAA		Total Funds	% of Funds	
Service Categories				•					
Information	\$ 16,788.00	\$ 77,969.00	\$ -	\$	-	\$	94,757.00	10.48%	
Assistance	\$ 20,000.00	\$ 38,000.00	\$ -	\$	-	\$	58,000.00	6.41%	
Counseling/Support Groups/Training	\$ 151,279.00	\$-	\$ -	\$	-	\$	151,279.00	16.73%	
Respite Services	\$ 435,961.00	\$-	\$ 164,481.00	\$	-	\$	600,442.00	66.39%	
Supplemental Services	\$ -	\$-	\$ -	\$	-	\$	-	0.00%	20% maximu
Other: (Please Explain)	\$ -	\$-	\$ -	\$	-	\$	-	0.00%	
Unobligated	\$ -	\$-	\$ -	\$	-	\$	-	0.00%	
Total	\$ 624,028.00	\$ 115,969.00	\$ 164,481.00	\$	-	\$	904,478.00	100.00%	
Total Allocation Agrees with Revised FY24 Base Funding		True							

	NSIP	
FY24 Base Funding (use most recent Notice of Grant Award amount)	<mark>\$ 1,</mark>	,040,819.00
Anticipated FY23 Carryover Amount, if applicable (please explain below)	\$	-
Revised FY24 Base Funding	\$ 1,	,040,819.00

Detailed Rationale for Carryover Amount

Please explain the rationale for the total carryover amount from FY23:

<u>Note:</u> In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Year. Please ensure that the total dollar amount of funds allocated agrees to the Revised FY24 Base Funding amount above.

Service Category Allocations		Total Funds	% of Funds
Service Categories			
Congregate Meals	\$	159,291.00	15%
Home Delivered Meals	\$	881,528.00	85%
Unobligated	\$	-	0%
	-		-
Total	\$	1,040,819.00	100%
Total Allocation Agrees with Revised FY24 Base Funding	Tru	Je	

Senior Community Se	ervices	(SCS)	
FY24 Base Funding (use most recent Notice of Grant Award amount)	\$	763,169.00	

<u>Note:</u> The SCS funding should be allocated between the Title III-B, Title III-C1, Title III-C2, Title III-D, and Title III-E tabs.

	Alz	heimer's			
FY24 Base Funding (use most recent Notice of Grant Award amount)	\$	157,672.00			

<u>Note:</u> In the table below, please enter the dollar amount for each category that is anticipated to be spent over the course of the Progam Year. Please ensure that the total dollar amount of funds allocated agrees to the FY24 Base Funding amount above.

Service Category Allocations	AAA	Contract	٦	otal Funds	% of Funds
Service Categories					
Alzheimer's Association Core Services	\$ -	\$ 119,858.00	\$	119,858.00	76.02%
Personal Care	\$ -	\$ -	\$	-	0.00%
Homemaker	\$ -	\$ -	\$	-	0.00%
Visiting	\$ -	\$ -	\$	-	0.00%
Institutional Care	\$ -	\$ -	\$	-	0.00%
Other (please describe)	\$ -	\$ 22,047.00	\$	22,047.00	13.98%
Admininstration	\$ 15,767.00	\$ -	\$	15,767.00	10.00%
Unobligated	\$ -	\$ -	\$	-	0.00%
Total	\$ 15,767.00	\$ 141,905.00	\$	157,672.00	100.00%
Total Allocation Agrees with Revised FY24 Base Funding			True		

FY24 Initial Request to Transfer

	Title III-A	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E Admin.	Title III-E Services	Total
FY24 Base Funding (use most recent Notice of Grant Award amount)	\$ 474,600.00	\$ 1,960,341.00	\$ 1,061,796.00	\$ 1,799,680.00	\$ 93,610.00	\$ 82,222.00	\$ 739,997.00	\$ 8,173,906.00
Initial Transfer Request (due with Area Plan)	\$ -	\$ 539,900.00	\$ 68,678.00	\$ (608,578.00)	\$-	\$-	\$-	\$ -
Revised FY24 Base Funding with Transfers	\$ 474,600.00	\$ 2,500,241.00	\$ 1,130,474.00	\$ 1,191,102.00	\$ 93,610.00	\$ 82,222.00	\$ 739,997.00	\$ 8,173,906.00

FY24 Additional Requests to Transfer

Area Agency on Aging Name of individual completing this form								Email:				
	Tit	le III-A	Title III-B	•	Title III-C1	Title III-C2		Title III-D	Title III-E	Admin.	Title III-E Services	Total
FY24 Base Funding (Enter Amounts from NGA)	\$	-	\$ -	\$	-	\$ -	\$	6 -	\$	-	\$-	\$ -
								-				
Initial Transfer Request (due with Area Plan)	\$	-	\$ 539,900.00	\$	68,678.00	\$ (608,578.00)	9	6 -	\$	-	\$-	\$ -
First Revised Transfer Request (due no later than April 15)	\$	-	\$ -	\$	-	\$ -	9	6 -	\$	-	\$-	\$ -
Second Revised Transfer Request (due no later than June 15)	\$	-	\$ -	\$	-	\$ -	9	6 -	\$	-	\$-	\$ -
Final Transfer Request (due no later than July 15)	\$	-	\$ -	\$	-	\$ _	9	5 -	\$	-	\$-	\$ -
			•									-
Total Transfer Requests to Date	\$	-	\$ 539,900.00	\$	68,678.00	\$ (608,578.00)	9	5 -	\$	-	\$-	\$ -
Revised FY24 Base Funding with Transfers	\$	-	\$ 539,900.00	\$	68,678.00	\$ (608,578.00)	9	5 -	\$	-	\$-	\$ -

Detailed Rationale - Current Submission Only

Please explain all rationale for all transfers for the current submission in the box below:

Note: Use this form when submitting any additional requests for transfers and please fill in any box highlighted in 'green'. Enter the Area Agency on Aging name, name and email address of person competing this form, update the FY24 Base Funding amounts using the Notice of Grant Award (NGA), detail any requested transfer amounts, and add an explanation for any transfers. Send requests to the Elder Connections Division email at 'elderconnections@age.ohio.gov' on or before the due dates specified above. Please submit a transfer request for each period, regardless of whether a transfer is being requested.

				Summary							
	Title III-A	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E Admin. T	Title III-E Services	NSIP	SCS	Alzheimer's To	otal
FY24 Base Funding	\$ 474,600.00			\$ 1,799,680.00		\$ 82,222.00 \$	739,997.00			\$ 157,672.00 \$ 8,17	
	¢ 11 1,000.00	¢ 1,000,011.00	¢ 1,001,100.00	¢ 1,700,000.00	\$ 55,515.55	φ 02,222.00 φ	100,001.00	φ 1,010,010.00	¢ 100,100.00	¢ 101,012.00 ¢ 0,11	0,000.00
Total Initial Transfers	\$-	\$ 539,900.00	\$ 68,678.00	\$ (608,578.00)	\$-	\$ - \$	-	\$-	\$-	\$ - \$	-
FY23 Carryover	\$ -	\$-	\$-	\$-	\$-	\$-\$	-	\$ -	\$-	\$ - \$	-
Device of EVA4 Deve Sundian	¢ 474 000 00			¢ 4 404 400 00	¢ 02 040 00		700 007 00		¢ 700 400 00		70,000,00
Revised FY24 Base Funding	\$ 474,600.00	\$ 2,500,241.00	\$ 1,130,474.00	\$ 1,191,102.00	\$ 93,610.00	\$ 82,222.00 \$	739,997.00	\$ 1,040,819.00	\$ 763,169.00	\$ 157,672.00 \$ 8,17	73,906.00
Service Category Allocations											
Service Categories											
Access- Information & Assistance		\$ 200,587.00							\$ -	\$ 20	00,587.00
Access- Case management		\$ 208,000.00							\$ 67,300.00	\$ 27	75,300.00
Access- Outreach		\$ -							\$ -	\$	-
Access- Other		\$ 936,859.00							\$ 501,122.00	\$ 1,43	37,981.00
In-Home		\$ 450,205.00							\$ 3,983.00	\$ 45	54,188.00
Legal		\$ 220,100.00							\$ -	\$ 22	20,100.00
Other Community		\$-							\$ -	\$	-
Ombudsman		\$ 225,000.00							\$ -	\$ 22	25,000.00
Congregate Meals		\$-	\$ 1,130,474.00					\$ 159,291.00	\$ -	\$ 1,28	89,765.00
Home Delivered Meals		\$-		\$ 1,191,102.00				\$ 881,528.00	\$ -	\$ 2,07	72,630.00
Housing Administration		\$ -							\$ -	\$	-
Training/Education		\$ 43,995.00							\$ 5,250.00	\$ 4	49,245.00
Equipment for AAA Providers, including computers and software		\$ -							\$ -	\$	-
Volunteer Placement		\$-							\$ -	\$	-
III-B Other: (Please Explain)		\$ 215,495.00							\$ 3,983.00	\$ 21	19,478.00
Nutrition Screening			\$-	\$ -					\$ -	\$	-
Nutrition Education			\$ -	\$-					\$ -	\$	-
Nutrition Counseling			\$-	\$ -					\$ -	\$	-
Menu Review/Development			\$-	\$ -					\$ -	\$	-
Evidence-Based Classes					\$ 93,610.00				\$ 3,750.00		
Information						\$	94,757.00		\$ -	\$ 9	94,757.00
Assistance						\$	58,000.00		\$ -	\$ 5	58,000.00
Counseling/Support Groups/Training						\$	151,279.00		\$ -	\$ 15	51,279.00
Respite Services						\$	435,961.00		\$ 164,481.00	\$ 60	00,442.00
Supplemental Services						\$	-		\$ -	\$	-
III-E Other: (Please Explain)						\$	-		\$-	\$	-
Alzheimer's Association Core Services										\$ 119,858.00 \$ 11	19,858.00
Personal Care										\$ - \$	-
Homemaker										\$ - \$	-
Visiting										\$ - \$	-
Institutional Care										\$ - \$	-
Alzheimer's Other: (Please Explain)										\$ 22,047.00 \$ 2	22,047.00
Administration										\$ 15,767.00 \$ 1	15,767.00
Unobligated		\$ -	\$ -	\$-		\$	-	\$ -	\$ -	\$ - \$	-
Total		\$ 2,500,241.00	\$ 1,130,474.00	\$ 1,191,102.00		\$	739,997.00	\$ 1,040,819.00	\$ 749,869.00	\$ 157,672.00 \$ 7,51	10,174.00
Total Allocation Agrees with Revised FY24 Base Funding		True	True	True		Tru	ue	True	False	True	

PART 5 – REQUIRED APPENDICES PY 2024 AREA PLAN ANNUAL UPDATE

Required Appendices

Α.	Contract Cycle Sheet	2
В.	Public Hearing Documentation	Error! Bookmark not defined.
C.	Care Coordination Program	3
D.	Waitlists	4
E.	Community Focal Points	5
F.	Senior Farmers' Market Nutrition Program (SFMNP)	Error! Bookmark not defined.

Introduction

This portion of the Area Plan Annual Update serves to capture supplemental information required for each area agency on aging (AAA). Please complete the following information:

A. Contract Cycle Sheet

Using the following table, provide the current and next contract cycles for programs administered by your AAA. If a fund does not have an associated contract cycle, please type N/A in the relevant fields.

F unda		Current Co	ntract Cycle	Next Cont	tract Cycle
Fund	ds Administered	Effective Date	Expiration Date	Effective Date	Expiration Date
A)	III-B	10/01/2019	09/30/2023	10/1/2023	09/30/2026
Act (OAA)	III-C1	10/01/2019	09/30/2023	10/01/2023	09/30/2026
	III-C2	10/01/2019	09/30/2023	10/01/2023	09/30/2026
ans	III-D	10/01/2019	09/30/2023	10/01/2023	09/30/2026
neric	III-E	10/01/2019	09/30/2023	10/01/2023	09/30/2026
Older Americans	VII – Elder Rights	10/01/2019	09/30/2023	10/01/2023	09/30/2026
old	VII - Ombudsman	10/01/2019	09/30/2023	10/01/2023	09/30/2026
enue	Senior Community Service (SCS)	10/01/2019	09/30/2023	10/01/2023	09/30/2026
Rev	Alzheimer's Respite	10/01/2019	09/30/2023	10/01/2023	09/30/2026
General Revenue	National Senior Service Corps	10/01/2019	09/30/2023	10/01/2023	09/30/2024
Ge	SFMNP (State GRF)	10/01/2019	09/30/2023	10/01/2023	09/30/2024
	SFMNP (Federal)	N/A	N/A	N/A	N/A
Other	NSIP	10/01/2019	09/30/2023	10/01/2023	09/30/2024
0	Other Core Funding)	10/01/2019	09/30/2023	10/01/2023	09/30/2026
Addit	ional pertinent inf	ormation: Click or	tap here to enter tex	kt.	

B. Public Hearing Documentation

If the AAA is submitting a waiver request with their Area Plan Annual Update, public hearing documentation is also required to be submitted. In accordance with ODA policy 103-PLN-02, each AAA shall conduct a public hearing when requesting a waiver. At least ten (10) business days prior to the public hearing, the AAA shall notify the public, providers, older individuals, and other stakeholders of the public hearing by publishing and posting a notice in accordance with policy requirements. The public hearing notice must also contain:

- The date, time, and location of the public hearing;
- The specific reason for the public hearing, including the type of waiver the AAA intends to seek from ODA;
- For direct service waivers, the specific service the AAA plans to provide and the AAA's reason for believing it is necessary to provide the service(s) rather than contract with a provider in its PSA to deliver the service;
- The amount and source of funds involved;
- Instructions for reviewing the waiver request documents prior to the hearing;
- The deadline for submitting written comments and the address to which written comments may be directed; and,
- A contact name for more information

Refer to policy 103-PLN-02 for additional hearing requirements when requesting a waiver. For example, the notice must be emailed to service providers within the PSA.

Provide documentation of the public hearing, if requesting a waiver. At a minimum, include the following:

- 1. A copy of the public hearing notice;
- 2. Evidence the notice was published/posted through external publicly available digital and/or print media, on the AAA's website, media channels, social media outlets, and other websites where notices of local public hearings are posted;
- 3. Evidence the notice was emailed to service providers within the PSA, if a waiver is being requested; and,
- 4. Documentation demonstrating that the public hearing occurred (e.g. minutes of the hearing, sign-in sheet, audio recording, etc.)

COA's public hearing was held on July 8th, 2022, at COA office- 4601 Malsbary Rd. Blue Ash OH 45242. Email notification sent to all Providers on Monday June 27th Public Hearing Notice states that the presentation can be viewed in advance of the meeting. Posted on our website <u>https://www.help4seniors.org/News-Events/Public-Meetings</u>. Posted to the following social media sites- COA's Facebook and Instagram. Public hearing PowerPoint Presentation was posted to COA's website on 7/8/2022. At this public hearing held at COA's office on July 8th 2022 the presentation given included applying for a Title III- D waiver.

C. Care Coordination Program

AAAs may offer the Care Coordination Program (CCP) as part of their consumercentered, coordinated, comprehensive network of community-based services. AAAs that offer this program must develop a plan for its delivery and evaluation. The CCP plan shall include the following:

- Consumer eligibility requirements;
- Assessment instrument;
- Matrix of funded and commonly brokered services;
- Linkages between CCP and other programs;
- Methods/delivery of case management services;
- Service cost caps, if applicable;
- Anticipated number of consumers by funding source to be served;
- A budget by funding source identifying administrative, case management and service costs; and,
- Evaluation component in addition to quality assurance activities.

Refer to policy 109-SPP-03 for additional CCP requirements such as program components, consumer eligibility, funding, scope, case management, and assessment and care plan procedures.

Provide the program plan for your AAA's Care Coordination Program. AAAs are required to submit their CCP plan annually for review by ODA. If your AAA does not have a CCP, please indicate this in the space provided below.

The Elderly Services Program helps older adults to remain safe and independent in their own homes by providing home and community-based care services such as personal care, housekeeping, meals, transportation and more. COA administers the ESP program in Butler, Clinton, Hamiton and Warren counties. These programs are funded by county tax levies. Services include care management (care coordination). adult day care, meals, medical equipment, home modification, transportation, emergency response system, homemaking and personal care. Eligibility requirements in Clinton County is residents age 65 and over. Clinton, Hamilton and Warren Counties residents age 60 and over. Required help with certain activities of daily living (ADL's and IADL's) such as bathing, cooking, transportation, etc. Eligibility for specific home care services determined by care manager during in home assessment. The cost cap for Elderly Services Program is \$800.00 a month. If a client needs to exceed the cost cap all requests are reviewed by management. The FastTrack Home Program is administered in Hamilton, Clinton, and Warren Counties and is available for those discharging from a hospital or nursing home. A pilot program is currently operating in Butler County. An eligibility assessment is completed while in the hospital or in the skilled nursing facility prior to discharge. The care manager enrolls the client at time of discharge to assist with transitional care services to home. Many of the services available are the same as above and the program is up to 60 days. The program uses evidence-based Coleman Model as part of the care manager interventions. HOME52Transportation Coordination- is a coordination center that

schedules and coordinates transportation for eligible older adults and individuals with disabilities. HOME52 transportation works with many transportation providers in our region to provide high quality and efficient transportation services. Currently Home52 services Hamilton County Elderly Services and FastTrack Home. The number of consumers served in 2022 under the Elderly Services Program was 15,762 clients and 1,220 under the FastTrack Home program.

D. Waitlists

For the Title III services and programs administered by the AAA and/or contracted service providers, please identify any services and programs that had a waiting list as of July 1, 2023.

Include the number of consumers on the waiting list, the impacted counties, and describe your plans to reduce the number of consumers on the waiting lists, including, but not limited to, reallocation of funds.

Note that the services listed below are the most used services statewide for the respective funding sources. If your AAA and/or service providers have waiting lists for services not listed, please provide this information under "Other Services."

Title III-B Supportiv	e Services							
Service	#	Counties						
Transportation	No	Click or tap here to enter text.						
Supportive Services	No	Click or tap here to enter text.						
Care Coordination	No	Click or tap here to enter text.						
Personal Care	Yes	Butler, Hamilton, Warren, Clermont, and Clinton Counties						
Other Services:	4,035 total on the waitlist for personal care and home care assistance includes Passport, MyCare, and Elderly Services Program	Butler, Hamilton, Warren, Clermont and Clinton Counties						
Plans to reduce the number of consumers on the waiting lists: For the Elderly Services Program which is local levy we have brought onboarded new home care providers to reduce the number of clients waiting for								

onboarded new home care providers to reduce the number of clients waiting for a home care aide to assist. PSA1 is working to increase enrollment and matching through AddnAide currently operating in Hamilton and Warren counties. PSA1 engaged in advocacy efforts to increase wages for this workforce in 2023.

Service	#	Counties								
Home-delivered Meals	No	Click or tap here to enter text.								
Congregate Meals	No	Click or tap here to enter text.								
Other Services:	Click or tap here to enter text.	ere Click or tap here to enter text.								
Plans to reduce the r Click or tap here to e		ers on the waiting lists:								
Title III-D Evidence-Based Disease Prevention and Health Promotion Program										
Service	#	Counties								
Evidence-Based Program	No	Click or tap here to enter text.								
Other Services:	Click or tap here to enter text.	Click or tap here to enter text.								
Plans to reduce the r Click or tap here to e		ers on the waiting lists:								
Title III-E National F	amily Caregiver S	Support Program								
Service	#	Counties								
Counseling/Support	No	Click or tap here to enter text.								
Groups										
Groups Supplemental Services	No	Click or tap here to enter text.								
Supplemental	No No	Click or tap here to enter text. Click or tap here to enter text.								

E. Community Focal Points

AAAs must designate, where feasible, a focal point in each community within their PSA which is recognized as a facility/center established to encourage the maximum collocation and coordination of services for older individuals. Special considerations shall be given to designate Multipurpose Senior Centers as such focal points.

The identity of each designated focal point must also be specified in grants, contracts, and agreements implementing the Area Plan.

Additionally, the AAA shall assure that services financed under the Older Americans Act in, or on behalf of, the community will be either based at, linked to, or coordinated with the focal points designated. The AAA's Area Plan shall include a definition of the term "community" as required by 45 C.F.R. 1321.53(c) which will be reviewed and approved by ODA annually.

Refer to policy 105-SVC-05 and <u>42 U.S. Code § 3026(a)(3)</u> and <u>45 CFR § 1321.53</u> for additional focal point requirements.

Provide a list of the focal points designated by your AAA and specify the community in which each focal point is located. Additionally, describe how the AAA defines "community" for the purposes of focal point designation:

AAA has defined community as the following focal points established in conjunction with the community focal points established for the Southwest region. AAA to assure that community leadership works with, other applicable agencies and institutions in the community to achieve maximum collocation, coordination with or access to other services and opportunities for the elderly from the designated community focal points. AAA1 region community focal points are the following senior centers: Meals on Wheels- Cincinnati, Clinton County Community Action- Wilmington, , Cincinnati Recreation Commission- Cincinnati, Clermont Senior Center- Batavia, Colerain Township Senior Center- Cincinnati, Harrison Senior Center- Harrison, Hyde Park Senior Center- Cincinnati, Mayerson Jewish Community Center- Cincinnati, North College Hill- Cincinnati, North Fairmount Community Center- Cincinnati, Oxford Senior Citizens- Oxford, Partners in Prime- Hamilton, Warren County Community Services-Lebanon, West College Hill Senior Center- Cincinnati.

F. Senior Farmers' Market Nutrition Program (SFMNP)

7 CFR Part 249 announces the regulations under which the Senior Farmers' Market Nutrition Program (SFMNP) shall be carried out.

Please refer to federal regulation and Ohio SFMNP Program Manual for additional requirements.

1. Describe how your AAA plans to target SFMNP to areas with high concentrations of eligible persons with the greatest access to farmers' markets and roadside stands, such as use of volunteers and community resources.

COA of Southwest Ohio plan to expand the coupon distribution events to include additional locations based on feedback from community groups, senior housing managers and current participants. The distrubution events will target locations that have current and potential markets and stands within their vicinity. Promotion of events will be shared with local community groups, radio/media, as well as through our current provider network. Volunteers are utilized for the events to assist with sign up and explanation of the program.

- 2. Describe your AAA's SFMNP financial management system, including:
 - a. Procedures to ensure prompt and accurate payment of allowable and allocable costs, and to ensure that costs claimed are in accordance with the cost principles and standard provisions of 2 CFR part 200, subpart E, USDA implementing regulations 2 CFR parts 400 and 415, and FNS guidelines and instructions;
 - b. Description(s) of how farmers are paid;
 - c. If applicable, claims procedures for overpayments to farmers, farmers' markets, roadside stands, and participants; and,
 - d. Description of the time-reporting system used to distribute employee salaries and related costs, and procedures and forms for conducting time studies.

A) All direct allocated employees fill out a funding allocation log (time study) in which they record timespent on administrating the SFMNP program. This method is used to charge employee wages andbenefits to the administration cost of the program. All indirect cost are calculated through our indirectallocation method and charge to the program as listed in our indirect policy. B) Farmers mail in aninvoice to COA along with coupons that they have received from seniors. An accounting specialistverifies the number of coupons listed on the invoice to the number of coupons received from theenvelope. Then the verified invoice is sent to the accounts payable person who sets up the payment tothe farmer. C) We only pay farmers on coupons mailed to COA. We have not incurred any overpayments to farmers. D) Same as in "A" above

3. Complete the following table to estimate the percent of your AAA's SFMNP Administrative Budget:

Certification	Food Instrument Management	Market Management	Nutrition Education	Financial Management	Total
30%	25%	5%	5%	35%	100%

- 4. Describe in detail your AAA's SFMNP recordkeeping system, including:
 - a. Financial operations;
 - b. Food instrument issuance and payments;
 - c. SFMNP participation reporting, tracking staff time and other administrative expenses to ensure that SFMNP funds are only used for costs which are allowable and allocable for the SFMNP; and,
 - d. If applicable, bulk purchase contracts and payments.

b. coupons are distributed to each applicant at the coupon distribution events and/or via mail. The payment process involves the vendor completing an invoice template for every 50 coupons. The coupons and invoice sheets are sent or delivered to the COA main office for processing and verification by the accounting department. Accounting

secures a W9 and EFT form for each vendor. Payment is made via a direct deposit twice monthly.

- 5. Describe your AAA's SFMNP coupon management system, automated and/or manual, including:
 - a. How unissued SFMNP coupons are handled and stored;
 - b. The method for instructing participants on the proper use and redemption of coupons, including the materials provided during issuance; and,
 - c. The method of ensuring that SFMNP coupons are only issued to eligible participants. If applicable, attach a copy of the log or form used to record food instrument issuance to valid certified participants; and,
 - d. If applicable, describe how participants will be instructed on the procedures of delivery and/or distribution of eligible foods through the bulk purchase program.
 - e. If applicable, submit a list (name and location) of all SFMNP certification/coupon issuance sites.

Coupon management system details: unissued coupons are stored at the COA of SW Ohio main office in a locked storage room. At the end of the program year- the unissued coupons are placed in the locked shred bins at the COA office. Clients receive information on the proper use and redemption of the coupons at the distribution events verbally and written materials are included in the packet of information they recieve with their coupons. Information is also available on our website, at our outreach events with a brochure, and via a phone call to our front door staff. COA develops a flyer describing the program and eligibility that is shared with our provider network and community groups. COA utilizes a live document form that will flag an applicant who does not meet the age requirement. The applicant is also required to declare their income elgibility on the online application and attest their program eligibility. We do not currently participate in a bulk purchase program. COA provider services stafffacilitated the 13 coupon distribution events held in April and May 2023 throughout our 5 county region. Site locations include: Butler County-Oxford Senior Center, Central Connections Recreational Center, Fairfield Community Arts Center. Clermont County-Anderson Township Senior Center, Miami Township Civic Center. Clinton County-Clinton County community Action Program Community Center, Clinton County Farmers Market. Hamilton County- Over the Rhine Senior Center, Oakley Community Center, Price Hill Recreation Center, Sharonville Community Center, Colerain Senior Center Health Fair. Warren County- 741 Dining Center, Sherman Glen Retirement Center.

6. Describe your AAA's general authorization procedures for farmers, farmers' markets, roadside stands, and, if applicable, bulk purchase. Please include (list or attach) the criteria used to authorize these vendors.

The authorization process for a farmer, market and/or roadside stand begins with the sharing of the program manual, followed by an interactive training with the use of the ODA provided PowerPoint. All questions are answered during this training. Any interested parties are educated on eligible foods that can be purchased, how to accept the coupons, and how to request reimbursement of the coupons. COA presents an

agreement for signature prior to participation in the program. The farmer, market and/or roadside stand is monitored 100% in their first year to ensure compliance to the program requirements. Criteria used to authorize vendors: Evidence of established entity, evidence of eligible foods, completion and submission of W9 and Electronic Funds Transfer Form, completion of program training and signed contract agreement with COA.

 Describe your AAA's training of authorized farmers and/or market managers, including the procedure for providing interactive training for new farmers/market managers and the subsequent training methods made available to farmers/market managers in the proceeding years.

COA of SW Ohio utilizes the powerpoint provided by ODA for the interactive training for all new vendors and upon the 3 year renewal for all current vendors. We have also recorded the powerpoint presentation and make that available to vendors when it proves difficult to find a common meeting time. There is interactive follow up via phone call for any questions or clarification needed. Annual updates and review of civil rights training is provided to all vendors.

- 8. Describe your AAA's system for identifying and reconciling SFMNP coupons that were redeemed, voided, expired, and/or lost/stolen, including:
 - a. How you ensure that coupons are redeemed only by authorized vendors for eligible foods; and,
 - b. Process for identifying coupons that are redeemed outside valid dates or by an unauthorized vendor.

COA of SW Ohio conducts unannounced monitoring visits to a sample of vendors/markets as directed by ODA. Additional monitoring is conducted if any reports are received re: a vendor/market accepting coupons for ineligible items. The accounting department reviews all coupons redeemed as 1) valid date and 2) from an approved vendor. If coupons are received from another AAA vendor- those coupons are sent to the appropriate agency. If coupons are received from a vendor who is approved with another agency, the accounting department contacts the approved agency to request the appropriate W9, EFT form and copy of the agreement.

9. Describe your AAA's plan to provide nutrition education to SFMNP participants, including the location or settings where nutrition education for SMFNP is provided.

Please also attached (or share via hyperlink) any nutrition education resources that are provided online or that have been developed.

COA of SW Ohio distributed the SFMNP recipe book provided by ODA with our coupon packets at the distribution events. We shifted to the nutrition education flyers that are provided by ODA once the recipes books ran out and we began to mail out the coupon packets.

LEGAL NOTICE As the Area Agency on Aging (AAA) serving Butler, Clermont, Clinton, Hamilton and Warren counties. Council on Aging (COA) is charged with helping communities and individuals to plan and prepare for their long-term care needs. The Older Americans Act (OAA) of 1965, which established the framework for the nation's network of AAAs. requires each AAA to prepare a Strategic Area Plan to foster the development of a comprehensive and coordinated service system to meet the needs of older persons in its region. COA is seeking public input from people in COA's service area to help complete a comprehensive community needs assessment that will help COA finalize the Strategic Area Plan. Interested parties may attend the meeting in person at Council on Aging's headquarters in Blue Ash: Council on Aging Training Rooms A&B 4601 Malsbary Road Blue Ash. OH 45242 1-2:30pm, July 8, 2022 The draft 2023-2026 Strategic Area Plan may be viewed in advance of the meeting on Council on Aging's website at https://www.help4seniors.or g/News-Events/Public-Meetings.

CS 6-30-22

Part 5 Required Appendices- C. Public Hearing Documentation

Page	:	1 of 1 06/22/2022 10:59:46	Ad Number Ad Key	90293327
Order Number	:	90152803	Salesperson	HL10 - Ann Runyon-Elam
PO Number	:	July 8 Meeting	Publication	3201-Wilmington News Journal
Customer	:	40013959 Council On Aging Southwestern	Section	Legals
Contact	:	Beverly Montgomery-Clark	Sub Section	: Legals
Address1	:	4601 Malsbary Road	Category	: Legals
Address2	:		Dates Run	: 06/24/2022-06/24/2022
City St Zip	:	Blue Ash OH 45242	Days	: 1
Phone	:	(513) 721-1025	Size	: 2 x 2.83, 24 lines
Fax	:		Words	: 171
Credit Card	:		Ad Rate	: Legal - Iwnj03
Printed By	:	ARUNYON-ELAM	Ad Price	: 107.00
Entered By	:	ARUNYON-ELAM	Amount Paid	: 0.00
			Amount Due	: 107.00
Keywords	:	PUBLIC NOTICE As the Area Agency on A	ging (AAA) se	
Notes	:			
Zones	:			

PUBLIC NOTICE

As the Area Agency on Aging (AAA) serving Butler, Clermont, Clinton, Hamilton and Warren counties, Council on Aging (COA) is charged with helping communities and individuals to plan and prepare for their longterm care needs. The Older Americans Act (OAA) of 1965, which established the framework for the nation's network of AAAs, requires each AAA to prepare a Strategic Area Plan to foster the development of a comprehensive and coordinated service system to meet the needs of older persons in its region. COA is seeking public input from people in COA's service area to help complete a comprehensive community needs assessment that will help COA finalize the Strategic Area Plan. Interested parties may attend the meeting in person at Council on Aging's headquarters in Blue Ash:

Council on Aging Training Rooms A&B 4601 Malsbary Road Blue Ash, OH 45242 1-2:30pm, July 8, 2022

The draft 2023-2026 Strategic Area Plan may be viewed in advance of the meeting on Council on Aging's website at https://www.help4seniors.org/News-Events/Public-Meetings. (Fri., June 24, 2022) 90152803

				Order Cor	firmation					
<u>Ad Order</u> 00007517		<u>Customer</u> Council On Aging Of	f SW Ohio		<u>Customer</u> til On Aging Of SV	V Ohio		<u>PO Number</u> Strategic Area Pla	n	
<u>Sales Rer</u> amy.kirby		<u>Customer Account</u> 16893		<u>Payor</u> 16893	Account			<u>Ordered By</u> Beverly J. Montgo	mery-Clark	
<u>Order Tak</u> angela.pa		<u>Customer Address</u> 175 Tri County Pkwy	/		<u>Address</u> i County Pkwy			Customer Fax		
<u>Order Sou</u> Non Web		Cincinnati OH 45246 Customer Phone 5137211025		Cincinnati OH 45246 USA			Customer EMail COA_AP_Invoices Special Pricing	s.org		
Invoice Te	ext			Ad Orde	er Notes					
		<u>Net Ar</u> \$	<u>mount</u> 98.80	<u>Tax Amount</u> \$0.00	<u>Total Amoun</u> \$98.80			Payment A	<u>mount</u> \$0.00	<u>Amount D</u> \$98.
<u>Ad Numb</u> 00007517					Production Meth AdBooker	od Produc	ction Notes			
External A	Ad Number	Ad Attribute	<u>es</u>	<u>Ad Released</u> No	<u>Pi</u>	ick Up				
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6/26/2022 6/26/2022 - 7/25/2022	O-Journal-News Pulse O-Web	e of Lebanon and Mason	Legals Legals		\$98.80 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$98.80 \$0.00

Ad Content

Legal

Legal As the Area Agency on Aging (AAA) serving Butler, Clermont, Clinton, Ham-ilton and Warren counties, Council on Aging (COA) is charged with helping communities and individuals to plan and prepare for their long-term care needs. The Older Americans Act (OAA) of 1965, which established the frame-work for the nation's network of AAAs, requires each AAA to prepare a Strategic Area Plan to foster the devel-opment of a comprehensive and coor-dinated service system to meet the needs of older persons in its region. COA is seeking public input from peo-ple in COA's service area to help com-plete a comprehensive community needs assessment that will help COA fi-nalize the Strategic Area Plan. Interest-ed parties may attend the meeting in person at Council on Aging's head-quarters in Blue Ash:

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at https://www.help4seniors.org/ News-Events/Public-Meetings. 6-26/2022 -0000751754-01

Page 2 of 4

GENERAL ACCEPTANCE POLICY AND TERMS AND CONDITIONS

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The newspapers, websites, digital and broadcast platforms and their related services of Ohio Newspapers (hereinafter "the Publisher"), or its successors or assigns, reserve the right to revise or reject any advertisement deemed objectionable by the Publisher, in its sole discretion, in subject matter, phraseology or composition, or any advertisement that Publisher deems illegal under federal or state law. Fraudulent, dishonest or misleading advertising will not knowingly be accepted, and if recognized may be rejected by the Publisher in its sole discretion. Advertising placed to resemble news content matter must carry the word "Advertisement" clearly alerting the Publisher audience to the purpose of its content to the satisfaction of the Publisher. Political advertising must carry a clear identifier of political advertising and all subsequent notifications required by the laws governing political advertising in the Ohio Revised Code. # 3517.105

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The foregoing General Acceptance Policy and Terms and Conditions shall apply to all current and subsequent advertisements placed by Advertiser with the Publisher, or its successors and/or assigns, unless otherwise modified in writing by both parties. The parties hereby waive any right to trial by jury and any right to assert against the other any claim as a member or representative of any class or representative action.





CONFIRMATION

COUNCIL ON AGING OF SW OHIO 175 TRI COUNTY PKWY CINCINNATI OH 45246-

Account CIN-375029	<u>AD#</u> 0005310638	<u>Net Amount</u> \$310.68	<u>Tax Amount</u> \$0.00	<u>Total Amount</u> \$310.68	Payment Method Invoice	<u>Paym</u>	<u>ent Amount</u> \$0.00	<u>Amount Due</u> \$310.68	
Sales Rep: RLorditch		Order Taker: RLorditch			<u>Or</u>	Order Created 06/22/2022			
Product		Placement/Classification			ion	# Ins	Start Date	End Date	
CIN-EN Cincinnati Enquirer		CIN-Public/Legal Notices				1	06/24/2022	06/24/2022	
CIN-EN Cincinnati.com		CINW-Publi/Legal Notices				1	06/24/2022	06/24/2022	
CIN-EN Kentucky Enquirer			CIN-Public/Legal Notices			1	06/24/2022	06/24/2022	

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 06/22/2022

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PO# Strategic Area Plan mtg July 8



4601 Malsbary Road Blue Ash, OH 45242 (513) 721-1025 (800) 252-0155 www.help4seniors.org

Press Release

Media Contact: Paula Smith, Communications Manager (513) 509-9211; <u>psmith@help4seniors.org</u>

Council on Aging seeks public input on Strategic Area Plan

BLUE ASH, OHIO, May 24, 2022 – Council on Aging will present its draft 2023-2026 Strategic Area Plan at a public hearing, 1-2:30pm, July 8, 2022.

As the Area Agency on Aging (AAA) serving Butler, Clermont, Clinton, Hamilton and Warren counties, Council on Aging (COA) is charged with helping communities and individuals to plan and prepare for their long-term care needs. The Older Americans Act (OAA) of 1965, which established the framework for the nation's network of AAAs, requires each AAA to prepare a Strategic Area Plan to foster the development of a comprehensive and coordinated service system to meet the needs of older persons in its region.

Earlier this year, Council on Aging worked with various partners to complete a comprehensive community needs assessment. The needs assessment included stakeholder interviews, focus groups and an anonymous survey. The purpose of the needs assessment was to gather information and opinions from people in COA's service area to help inform the organization's strategic priorities for the next four years. COA is required to submit its Strategic Area Plan to the Ohio Department of Aging by September 9, 2022 but must first hold a public hearing to collect public input on its draft plan.

Meeting Details: How to attend

Interested parties may attend the meeting in person at Council on Aging's headquarters in Blue Ash:

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1-2:30pm, July 8, 2022

The draft 2023-2026 Strategic Area Plan may be viewed in advance of the meeting on Council on Aging's <u>website</u>.

Individuals who are unable to attend the public hearing, but wish to provide comment on the plan may submit comments in writing or electronically. The deadline to submit comments is July 8, 2022. Comments may be emailed to Heather Junker at <u>hjunker@help4seniors.org</u>, or mailed to Council on Aging, ATTN: Heather Junker, 4601 Malsbary Road, Blue Ash, OH 45242. Comments sent by mail must be postmarked no later than July 8, 2022.

Background

The Older Americans Act (OAA) of 1965 requires each Area Agency on Aging (AAA) to prepare a Strategic Area Plan to foster the development of a comprehensive and coordinated service system to meet the needs of older persons in the Planning and Service Area (PSA).

The development process and implementation of the Strategic Area Plan helps to establish the AAA as the focal point on aging in each PSA. The goal of the process is to produce a plan that is strategic in nature and considers the aging environment and issues within the PSA. The plan serves as a long-range view of how systems and supports will be developed and aging services strengthened. The plan includes the assurances that are required of all organizations that receive OAA funding.

Annually, each AAA is required to submit an Area Plan Update with its respective components to report on status and plans for the coming year.

About Council on Aging

Council on Aging of Southwestern Ohio (COA) is a nonprofit organization dedicated to enhancing quality of life for older adults, people with disabilities, their families and caregivers. COA promotes choice, independence, dignity and well-being through a range of services that help people remain independent for as long as possible.

COA is a state-designated Area Agency on Aging serving Butler, Clermont, Clinton, Hamilton and Warren counties. One call to COA links people to the wide variety of agencies, information and programs that serve older adults and people with disabilities.

Regional Headquarters:

4601 Malsbary Road, Blue Ash, OH 45242 | 513-721-1025 | 800-252-0155 | www.help4seniors.org

Clinton County Office:

2333 Rombach Avenue, Wilmington, OH 45177 | 937-584-7200 | 800-252-0155 | www.help4seniors.org

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Home > News & Events > Public Meetings

Public Meetings

Information about all public meetings is posted on this page. Please check this page often for updates.

Due to COVID-19, most public meetings have the option to attend in person or virtually. This helps to protect the safety of all attendees. Information about how to connect to scheduled public meetings can be found below.

Council on Aging seeks public input on Strategic Area Plan

Council on Aging will present its draft 2023-2026 Strategic Area Plan at a public hearing, 1-2:30pm, July 8, 2022. <u>Click here</u> to learn more about how to attend the meeting.

The draft 2023-2026 Strategic Area Plan may be viewed in advance of the meeting. <u>Click here to view</u> <u>relevent portions of the draft plan.</u>

Individuals who are unable to attend the public hearing, but wish to provide comment on the plan may submit comments in writing or electronically. The deadline to submit comments is July 8, 2022. Comments may be emailed to Heather Junker at <u>hjunker@help4seniors.org</u>, or mailed to Council on Aging, ATTN: Heather Junker, 4601 Malsbary Road, Blue Ash, OH 45242. Comments sent by mail must be postmarked no later than July 8, 2022.

Council on Aging Advisory Council

The Advisory Council assists COA's Board of Trustees, which oversees the Council on Aging.

N

RELATED INFORMATION

- Board & Advisory Councils
- Tax Levies
- Elderly Services Program
- Advisory Council Members

🤶 78°F Sunny

Heather Junker

From:	Provider Services
Sent:	Monday, June 27, 2022 11:33 AM
To:	Provider Services
Subject:	Council on Aging seeks public input on Strategic Area Plan
Importance:	High

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Provider Services Council on Aging of Southwestern Ohio 513) 721-1025 (main) <u>Provider Services@help4seniors.org</u> | <u>www.help4seniors.org</u>

WE'VE MOVED! Council on Aging's new address is 4601 Malsbary Road, Blue Ash, OH 45242. Our phone numbers have not changed. <u>Click here to learn more.</u>



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain company confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy/delete all copies of the original message. E-mail is not a secure form of communication. Do not use e-mail for storage or transmission of protected health information (PHI).





COUNCIL ON AGING INDEPENDENCE. RESOURCES. QUALITY OF LIFE.

AREA PLAN 2023-2026

PUBLIC HEARING JULY 8, 2022

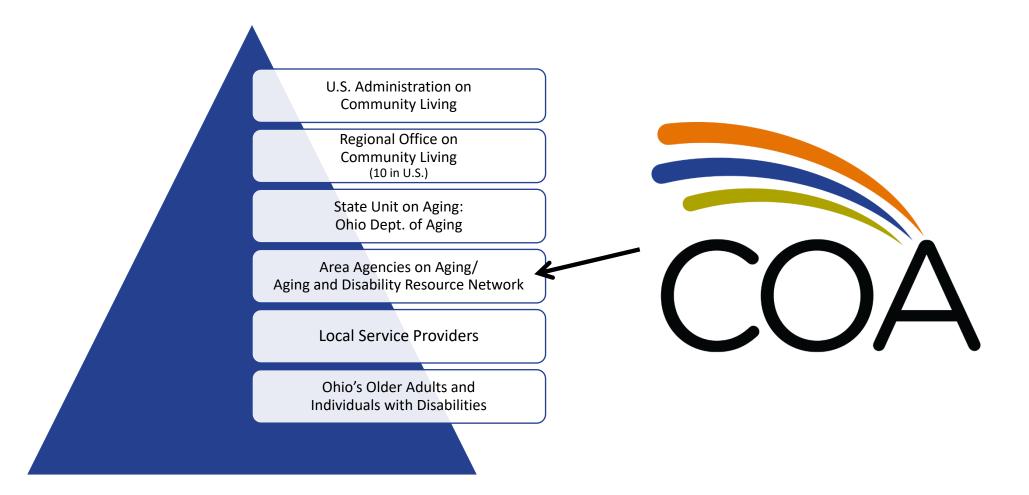
AGENDA

- Aging Network Basics
- Federal and State Funding Overview
- State Plan & Area Plan
- Community Needs Assessment Results
- Area Plan Goals
- Funding Priorities and Waivers

AGING NETWORK BASICS



COA IS PART OF A NATIONAL NETWORK



AREA AGENCIES ON AGING (AAAs)

- AAAs are part of a national framework of services created by the Older Americans Act in 1965
- 12 AAAs in Ohio; more than 600 nationwide
- COA is the AAA for Butler, Clermont, Clinton, Hamilton and Warren counties
- Serve as the connection (front door) to information and services for older adults, people with disabilities, and caregivers
- Find an Area Agency on Aging:
 - www.eldercare.acl.gov
 - 1-800-677-1116



AAA ROLE: PLANNING, PRIORITIZING AND ADMINISTERING FUNDS



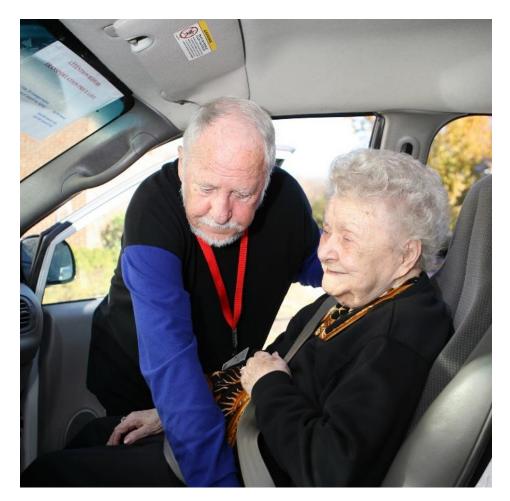
- COA is responsible for developing a regional Area Plan (4 years) and an annual update to determine priorities for federal/state Title III and Community Services Block Grant funding
- The area plan includes the state plan as well as findings from a local needs assessment

FEDERAL AND STATE FUNDING OVERVIEW

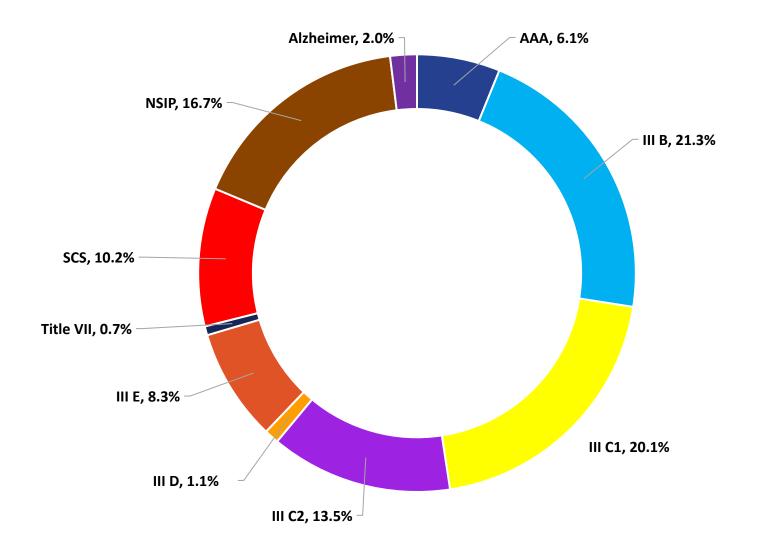


OLDER AMERICANS ACT FUNDING (TITLE III)

- Administered by COA for our 5-county region.
 - Receive about \$5.8M Title III Annually
 - +Additional one-time ARPA funds
 - +1M State funding
- Funding to senior centers and service organizations to provide:
 - transportation, congregate meals, legal services, wellness programs, etc.
- A funding formula is used to determine how much is given to each county.
- Title III funds are also allocated to the levy programs to stretch the local dollars.



FEDERAL AND STATE FUNDING BY SOURCE



FUNDING FORMULA

- \$110,000 base (\$90,000 Title III plus \$20,000 Title III E)
- **43% 60+**
- 28% 75+
- 11% Poverty
- 8% Minority
- 8% Living alone
- 2% Rural

Funding impact of new Census data in our region:

Butler: + \$33,648 Clermont: + \$52,071 Clinton: + \$57,960 Hamilton: - \$168,346 Warren: + \$24,670

*Updated every 10 years with new census

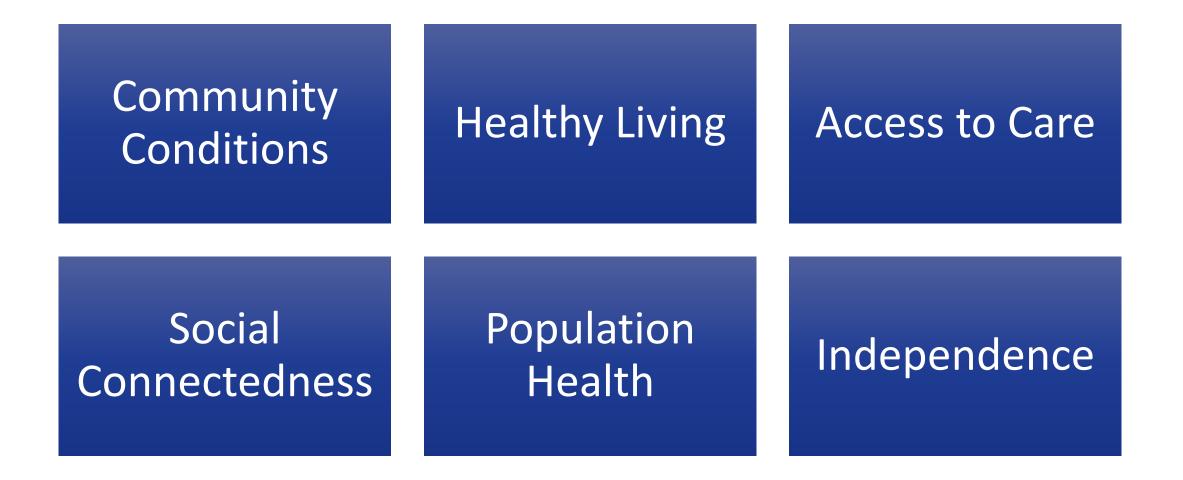
TITLE III ALLOCATION PROCESS

- Priorities are established by gathering input from stakeholders and community needs assessment
- Priorities are approved by the COA Board and Advisory Council
- Competitive Bidding Process is required.
- RFPs are issued every 3-4 years and priorities are announced in the RFP process
 - 2023 RFP's issued for 10/1/23 start date

ODA AREA PLAN PRIORITIES

- Over the past several years ODA has been collecting information from stakeholders to develop the 2020 – 2022 Strategic Action Plan on Aging (SAPA). This plan is prioritized to advance elder justice and equity and achieve optimal health and wellbeing for older Ohioans.
- The SAPA prioritizes 15 issues across six topic areas.
- The 6 topic areas are the focus of the 2023 2023 ODA Area Plan.

OHIO'S STATE PLAN ON AGING - TOP PRIORITIES



TIMELINE – AREA PLAN

- AAA1 Public Hearing July 8, 2022: COA Training Room
- AAA1 Area Plan submission to ODA: September 9, 2022
- AAA1 Area Plan approval from ODA: October 3, 2022
- Effective October 1, 2022 September 30, 2026

COMMUNITY NEEDS ASSESSMENT

- Client focus groups
- Non-client interviews
- Board, Advisory Councils, External Stakeholders
- University of Cincinnati's LiveWell Collaborative
- Survey of area older adults conducted by Scripps Gerontology Center at Miami University

GOALS OF THE NEEDS ASSESSMENT – IDENTIFY:

Service needs and gaps

Priorities

Where more or less financial investment is needed

Which services are working and not working

FINDINGS

- 15 current clients interviewed by phone in February 2022: Butler, Clinton, Hamilton, and Warren counties
- 50 individuals interviewed at various Kroger locations in March 2022: 10 individuals represented counties COA serves: Butler, Clermont, Clinton, Hamilton and Warren
- Paper survey with an online option mailed to random sample of 2,000 households with at least one member age 60+ in COA's 5 county region
 - 265 surveys received back; 12 completed online 13.5% response rate
 - Focus: aging in place, knowledge of resources, senior center attendance
- LiveWell: identify gaps in service areas social isolation, mental/behavioral health programming, and technology

HIGHEST PRIORITY SERVICES

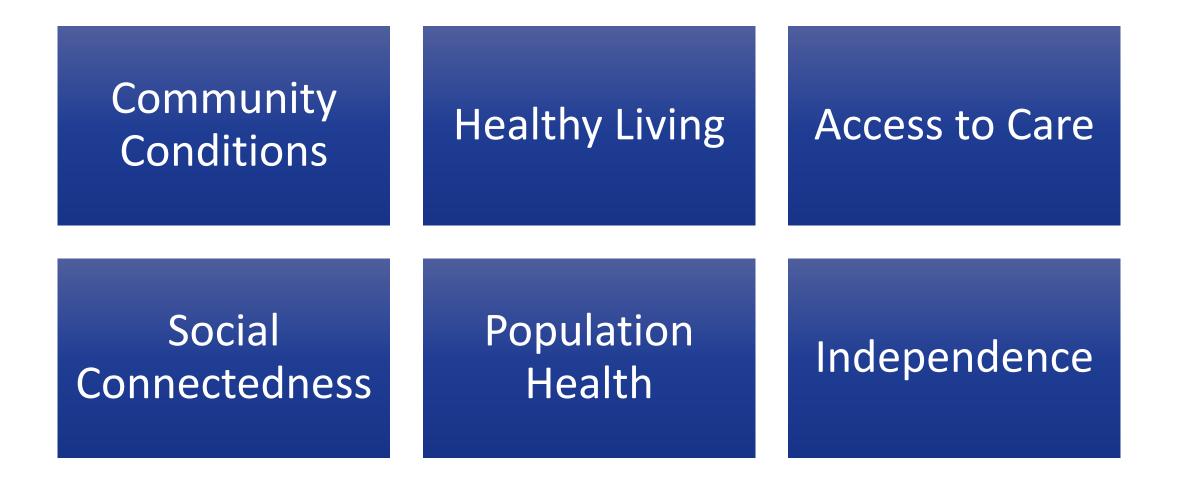
- Mental/Behavioral Health
- Social Isolation
- In-Home Care
- Transportation
- Affordable Housing
- Medications/Affordable Care
- Meals/Food
- Finances
- Technology



MANDATORY TITLE III FUNDED SERVICES -MINIMUM FUNDING LEVELS

- Home-delivered Meals
- Congregate Meals
- Ombudsman
- Legal Assistance
- Caregiver Respite
 - Adult Day Services
- Evidence-based Programming

AREA PLAN GOALS



FOCUS AREA 1: COMMUNITY CONDITIONS

Improve financial stability, improve housing quality and affordability, transportation access. Enhance the lives of older and/or disabled adults by assisting them to live independently through a range of quality services, supports, and referrals to address financial stability, housing and transportation.

SPECIFIC STRATEGIES

- Utility Assistance Program
- On Demand Transportation Coordination
- Affordable Housing Resources

FOCUS AREA 2: HEALTHY LIVING

Provide and improve services, programs and activities that support improved:



STRATEGIES

- Seniors Farmers Market Nutrition Program- Expansion
- Restaurant Dining Program: development of meal options for congregate clients to include restaurant locations through partnerships
- Grocery Delivery: promote awareness, education about grocery shopping and delivery options
- Evidence-Based Health Education Programs: increase community host sites and community awareness

FOCUS AREA 3: ACCESS TO CARE

Expand transitional care coordination services: Butler County (FTH)

Medicare Benefit Education

Chronic Care Management

Improve Home Care Workforce and Caregiver Supports

STRATEGIES

- Medicare benefits- provide education and awareness of long-term services and supports offered through Medicare Advantage Plans
- Expand FastTrack Home to Butler County- Care Transitions and Home Delivered Meals
- Chronic Care Management Program- Hamilton and Clinton Counties
- EVRTalk Caregiver Training
- Expansion of Respite Options for Caregivers
- AddnAide- Home Care Workforce Shortage

FOCUS AREA 4: SOCIAL CONNECTEDNESS

Social isolation programming: leverage federal funding (ARPA)

STRATEGIES

- Identify and collaborate with local partners on social isolation programming
- Virtual Senior Centers
- Survey existing ESP clients this fall on social isolation

FOCUS AREA 5: POPULATION HEALTH

Implement behavioral/mental health programming

STRATEGIES

- Create partnerships/collaborations with organizations to address mental health needs of older adults
- Utilize Federal Funding (ARPA)

FOCUS AREA 6: PRESERVING INDEPENDENCE

Chronic Pain Self-Management Program-Chronic Disease SMP, Diabetes SMP, and Matter of Balance

STRATEGIES

- Recruit additional community host sites
- Increase community awareness of programs
- Adding Falls Risk assessment as part of FastTrack Home assessment process

GENERAL INFORMATION

- COA will award the minimum levels of funding based on Ohio Department of Aging policy for Federal and/or State Funding for the following service categories.
- All services will be competitively bid during 2023 unless a waiver has been granted or the funds are specifically designated to an organization per ODA policy.

WAIVERS

- COA receives Title III funds for Information and Assistance, Caregiver Support (ESP component) and Case Management. These services do not require a waiver.
- ODA requires a waiver when the AAA provides direct services other than those listed in the first bullet.
- COA applies for waivers:
 - To maximize efficiency, and/or
 - To coordinate with other funding sources, and/or
 - When no other provider exists.
- COA will seek a waiver to provide evidence-based health education wellness programs.

Services Provided by Council on Aging

Information and Assistance	Aging and Disabilities Resource Center (ADRC)	Title III B, Title III E
Information and Assistance for Housing Coordination	Assisting older adults with identifying and applying for available housing services and benefits that are appropriate for their needs.	Title III B
Evidence-Based Wellness Programs	Evidence-based health education programs approved by ODA to assist older adults with self-managing chronic conditions and falls prevention awareness	Title III D, SCS, Title III B
Case Management: • Evidence-based Care Transitions • Caregiver Support	Component of FastTrack Home program that targets high risk senior being discharged from hospitals and nursing facilities. Component of the Elderly Services Program	Title III D, Title III B, SCS Title III E
Information and Assistance with Own Your Future Training	Training for residents about planning and preparing for disability and long-term care needs.	Title III B
Information and Assistance with technology support for older adults	Assisting, educating and providing technology support to older adults.	Title III B
Information and Assistance to address loneliness and isolation	Providing older adults and caregivers information and assistance to connect with activities to address loneliness and isolation.	Title III B, Title III D



THANK YOU FOR COMING

Contact:

Council on Aging of Southwestern Ohio 4601 Malsbary Rd Blue Ash, Ohio 45242 Phone: 513-721-1025



COUNCIL ON AGING OF SOUTHWESTERN OHIO

AREA PLAN PUBLIC HEARING MEETING July 8, 2022 @ 1pm 4601 Malsbary Road, Blue Ash, OH 45242 Training Room A & B Sign-In Sheet

NAME: (PLEASE PRINT)	County Where You Reside:	Organization	Contact Info (Phone or email)
Angel Burton	Clermont	Clermont Senior Services	aburton@ clermontseniors.com
Many Day	Hamilton	Pro Senjors	mday @ proseniors.org
Natasha Wuebker	Warren	COA	
Ann Siton Burke	Admilton	Jewish Femily Service	asutonburkequfsc.nti.org
Shelle Goening	Hanolton	55 Warn	sheller guering 55 With 05



COUNCIL ON AGING OF SOUTHWESTERN OHIO STRATEGIC AREA PLAN 2023 – 2026 PUBLIC HEARING MEETING NOTES OF July 8, 2022

Meeting Purpose: Ken Wilson, Vice President of Operations addressed meeting participants in an open forum, engaging conversation and taking questions from the group pertaining to the Council on Aging of Southwestern Ohio's 2023-2026 Area Plan.

<u>Attendance</u>: Angel Burton- Clermont Senior Services, Mary Day- Pro Seniors, Ann Sutton Burke- Jewish Family Services, Shelley Goering- 55 North, Ken Wilson- COA, Judy Eschmann- COA, Stephanie Seyfried-COA, Jennifer Lake- COA, Natasha Wuebker- COA, Kate Laubenthal- COA, Julia Buschbacher- COA, and Heather Junker- COA.

Prior to the start of the meeting, introductions of the group were made.

The public hearing meeting began with a review of the Presentation for the Area Plan 2023-2026. This document captures questions and discussion points noted below.

Federal and State Funding Overview:

Ken discussed the Federal and State Funding Overview (please refer to slides 4 through 12 of presentation). COA is part of the Area Agency on Aging National Network. We are the AAA for Southwestern Ohio which includes Butler, Clermont, Clinton, Hamilton, and Warren Counties. We receive our funding through the Administration of Community Living. Our funding is a combination of federal funds, mostly Title III from the Older Americans Act, and then some funding streams through the state of Ohio. As part of the Older Americans Act, we are required to go through what is called an Area Plan Process. That consists of evaluating community needs, the unmet needs we need to work on, and how to prioritize funding & services. We then come up with a plan for our region based on those needs to send to the Ohio Department on Aging. ODA is also completing their own plan and they provide us with our priorities.

Ken discussed the various funding sources. In addition to our planning, we have received onetime American Rescue Plan Act funding for a total of what we believe will be around \$6 million. We will receive those ARPA funds between now and the end of 2024. The funding is complicated. The federal money comes in sub-parts with restrictions on what those buckets of funding can be used for. There is flexibility and then there isn't depending on which bucket of funding you're looking at. Out of all the funding sources, the Title III-B and SCS (which comes from the State) funding buckets have the most flexibility. All of our funding goes through a funding formula. This is to ensure that every county gets its fair share. The formula itself never changes, but the inputs do change. Every 10 years, we update the inputs with the new census data. No questions or comments from participants.

ODA Area Plan Priorities:

Judy discussed the ODA Area Plan Priorities (please refer to slides 13 through 15 of presentation). The Strategic Action Plan on Aging (SAPA) was published on the ODA website in

February of 2021. Ken added that when we did a Public Hearing four years ago, he specifically remembers someone raised a concern over CMHA housing and how all different age groups lived there. This was put in our Area Plan as a priority at the time to have senior only buildings. We lobbied CMHA to designate some buildings as senior only for safety reasons. That was a change that directly resulted in the Public Hearing. The as a result of that, we successfully got CMHA to change their policies. They've been in the process of changing a lot of their housing back to senior only. Ken wanted to point that out that this is an exercise, but it also makes a difference. No comments or questions from participants.

Community Needs Assessment:

Stephanie reviewed the Community Needs Assessment (please refer to slides 16 through 21 of presentation). No comments or questions from participants.

Area Plan Goals: Focus Area 1- Community Conditions:

Stephanie reviewed the Area Plan Goals and Focus Area 1: Community Conditions (please refer to slides 22 through 23 of presentation). No comments or questions from participants.

Area Plan Goals: Focus Area 2- Healthy Living:

Jennifer reviewed Focus Area 2: Healthy Living (please refer to slides 24 through 25 of presentation). We are in our third year of the Senior Farmers Market Program, and we have room to accept 500 additional participants. Requirements for the program is participants have to be age 60 or older and meet an income guideline. One participant asked if the Restaurant Meal Program was in all counties. Jennifer explained that it is currently a pilot in Hamilton County, but the goal is to expand it to the rest of the counties in our region. We've been able to utilize some ARPA funding to purchase some of the equipment that's required.

Area Plan Goals: Focus Area 3- Access to Care:

Stephanie reviewed Focus Area 3: Access to Care (please refer to slides 26 through 27 of presentation). One participant asked what the EVRTalk Caregiver Training is. Judy explained that along with the LiveWell Collaborative, COA has worked to find ways to do caregiver training differently. Thinking outside of the box, a virtual reality training was developed. This puts users in five different scenarios which include conversations around medication management, incontinence, and end of life. These trainings can be done one on one or in group settings. The training for medication management, for example, lets the user experience side effects from medications like the older adult does such as vision impairment. It was then asked as to how this training is being distributed. Judy explained that care managers have used this in the field to test it out. We're also piloting it with Catholic Social Services as they have caregiver support groups. We've been collecting feedback and have found that it's been successful so far as people love it. We will be taking it to various events. COA is also looking for

other partners to show it to. We would love to be able to do a train the trainer approach. The Hospice of Cincinnati is also piloting it.

Area Plan Goals: Focus Area 4- Social Connections:

Judy reviewed Focus Area 4: Social Connections (please refer to slides 28 through 29 of presentation). Shelley from 55 North explained they have a program similar to the goal of creating social isolation programming and that she would love to share some outcomes. Ken asked Shelley to please send that to us and Shelley advised that she would.

Area Plan Goals: Focus Area 5- Population Health:

Stephanie reviewed Focus Area 5: Population Health (please refer to slides 30 through 31 of presentation). No comments or questions from participants.

Area Plan Goals: Focus Area 6- Preserving Independence:

Judy reviewed Focus Area 6: Preserving Independence (please refer to slides 32 through 33 of presentation). No comments or questions from participants.

Wrap-Up:

Judy discussed the next steps and additional information as well as the various waivers (please refer to slides 34 through 36 of presentation). COA is very unique in the way we do our Health and Wellness Programs. We do the administration piece by offering support, using our website to recruit and advertise, have participants register in all five counties, pay host sites, and we get all the training materials together. Our leaders who facilitate the classes are all community individuals who volunteer. They spend a week completing training. We are always recruiting new host sites. Ken advised everyone that we will be accepting additional questions and comments on the Area Plan through the end of July.

Questions & Comments:

Mary Day with Pro Seniors discussed that in order for seniors to access a lot of these services, sometimes they do need legal assistance. They may not even recognize that it is legal assistance, but its things such as their Medicaid has been denied. Many of the calls they receive are about overturning Medicaid denial that everything else is hinging on. They play a big part in people accessing these resources.

Ann Sutton Burke with Jewish Family Services expressed she was very excited to see behavioral health in the Area Plan as this is a big need and is growing fast. Under PASSPORT and MyCare Ohio, they are a provider for social work counseling. They also provide therapy to older adults under Medicare. They are one of the only providers who will go to the home and the Medicare reimbursement doesn't cover that cost.

Shelley Goering with 55 North expressed her excitement to see technology and virtual senior center options in the Area Plan. A big barrier for 55 North is getting people connected to the internet. They currently offer one year of service free but that's not sustainable. Other participants voiced their concern over internet services not being attainable for many older adults due to the cost. Ken asked if there was any data around how many older adults don't have internet access. Mary Day advised there is more data available than there used to be. She recently researched this and will send Ken what she found. Ken stated we should have an advocacy strategy around that in our Area Plan.

Additional Questions & Comments After Meeting:

Mary Day, Pro Seniors: "I am writing on behalf of Pro Seniors to provide comments on the draft Strategic Area Plan on Aging (SAPA) for Southwest Ohio.

As the provider of Older Americans Act Title III B Legal Services, and as the statewide Legal Helpline for Ohio's seniors, Pro Seniors has unique awareness of the legal needs facing the seniors and caregivers who contact us for help with civil legal issues. In fact, SAPA goals of stable housing, nutrition, and affordable health care, frequently engage legal assistance for low-income, vulnerable seniors.

While Pro Seniors' Legal Helpline most frequently receives calls related to Medicaid and consumer debt, along with the other issues already described. Our in-house attorneys who offer extended representation are most heavily involved with representing clients on Medicaid and Medicare appeal of denials, and financial exploitation, which threaten their safety, independence, and wellbeing. Whether the senior is facing eviction, involuntary discharge from a nursing home, or navigating the process of evicting a tenant, stable housing for an older adult may be dependent on access to no-cost legal help. Access to benefits that support seniors' nutrition, financial stability and affordable health care may also depend on the help of a no-cost attorney to appeal a denial of benefits that is too complex for the individual to manage.

The laws governing Medicare and Medicaid, the health care systems upon which seniors rely, are particularly complicated and change frequently. In addition, it is crucial for seniors to access and retain public and private benefits, including Social Security, Supplementary Security Income, Medicare, Medicare, utility and housing subsidies and Supplemental Nutrition Assistance Program (SNAP). Access to health care and benefits enable seniors to maintain and enhance their financial stability, independence, and dignity, which reduces the isolation and poverty that makes seniors vulnerable to abuse, exploitation and neglect. Helping seniors define their wishes and establish their future decision-makers with power of attorney documents and advance directives contributes to their autonomy and safety.

The findings of the Legal Services Commission's 2022 study parallel our experience of seniors' unmet legal needs. According to the <u>Legal Services Commission Justice Gap Report 2022</u>, although 70% of individuals from low-income households with seniors experienced legal issues,

only 34% sought legal help for the problems that substantially affected them. 91% of these seniors received no professional legal help or inadequate legal help with solving their problems. The Justice Gap Report reveals that consumer issues, housing, health care, and income maintenance are the top legal concerns for seniors.

We ask that you consider the impact of no-cost legal assistance on access that older adults in Southwest Ohio have to health care, nutrition, stable housing,

Thank you for the opportunity to share input on the draft Strategic Area Plan on Aging for Southwest Ohio. Please feel free to contact Dimity Orlet, Executive Director, with any questions."

PART 8 – DIRECT SERVICE WAIVER REQUEST FORM FOR OAA TITLE III D- EVIDENCE-BASED PROGRAMS



DIRECT SERVICE WAIVER REQUEST FORM FOR OAA TITLE III-D – EVIDENCE-BASED PROGRAMS

Title of requested service:

COA is requesting a waiver to provide administratinve support for Title III-D evidence-based health education programs in the amount of \$25,000. All other Title III-D funding is paid to community Leaders and Host Sites.

Request submitted:

Emergency Request (skip to last section)	With SAP/Annual Area Plan

1. 42 U.S.C.3027 (a)(8) of the Older Americans Act (OAA) states that services will not be provided directly by the Area Agency on Aging (AAA) unless in the judgment of the state agency it is necessary due to one or more of the reasons listed below.

Please select the basis for which the waiver is requested (more than one may be selected) and provide detailed justification for direct provision of services and the date that this service was last competitively bid.

□ (i) provision of such services by the AAA is necessary to assure an **adequate supply** of such services;

Click or tap here to enter text.

(ii) such services are directly related to such AAA's **administrative functions**; or

Click or tap here to enter text.

 \boxtimes (iii) such services can be provided **more economically, and with comparable quality**, by such AAA.

COA uses a hybrid model to provide Title III-D evidence based programs throughout our region. This maximizes the impact and geographical reach of the evidence based progams. COA provides the minimum amount of program support to ensure the program is successful. Master Trainers and Leaders are community volunteers and all the workshops are hosted by community organizations. COA is requesting a waiver to use approximately \$25,000 to provide the program support which includes centralized coordination, registration, and tracking of the classes in addition to ensuring every county receives access to the evidence based programs. Most of the Title III-D funds are used to pay Master Trainers via service contracts, Leaders via stipends, Host Site Sponsors based on participant completion data and purchase of workshop materials. The program benefits from COA providing the program support because it allows us to leverage our relationships in all five counties within our service area to recruit community host sites and new Leaders, enter data into Workshop Wizard, utilize our website for online advertising and registrations, and leverage a regional approach only available at COA. COA hosted a public hearing on July 8, 2022 and explained that we were requesting a waiver to provide this model of support to continue the hybrid Title III-D program model.

2. Identify the projected dollar amount requested and the applicable funding source for the service to be provided:

S Fund:	Title III- D	\$	21,250
S Fund:	SCS	\$	3,750
□ Fund:	Click or tap here to enter text.	\$	Click or tap here to enter text.
	Total reques	st	\$25,000.00

Note: Approved amounts are valid for a 12-month period. (right click on mouse, choice is "Update Field" for total)

Are you currently receiving other funding to provide evidence-based programming in your PSA? If yes, please include source(s) and annual amount(s):

no

a. If you received a Title III-D waiver in the previous federal fiscal year, please complete the following table with information from the previous federal fiscal year EB workshops:

EVIDENCE-BASED DISEASE PREVENTION AND HEALTH PROMOTION SERVICES AND INFORMATION

Workshop Type	Total Number of Workshops	Number of Workshops Cancelled	Counties where Workshops conducted	Number of Completers	Total AAA Cost of Personnel	Total Costs for Supplies	Total Cost for Stipends
CDSMP	5	0	Hamilton	27	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
DSMP	2	0	Hamilton	19	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
CPSMP	1	0	Hamilton	7	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Tai-Chi	9	0	Hamilton, Clermont, Waren	66	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
MOB	6	0	Hamilton, Warren	50	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Powerful Tools for Caregivers	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Coach/Leader Trainings	9	Click or tap here to enter text.	Click or tap here to enter text.	34	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
TOTALS:	0				\$ 0.00	\$ 0.00	\$ 0.00

Other:

(right click on mouse, choice is "Update Field" for total)

We have one CDSMP in progress, one CPSMP in progress, and 3 Tai Chi workshops in progress. We introduced Bingocize as another program offering in FY'23. Bingocize is a long workshop (2x week for 10 weeks). We have been analyzing the reasons participants don't attend enough sessions to meet the 'completer' criteria. A transportation barrier is one reason. We've offered 2 workshops; one in Hamilton and one in Warren. The Warren workshop had 3 completers. We have outstanding paperwork for the Hamilton workshop. We have a Bingocize workshop that started last week at a Senior Center and another virtual workshop soon to start. We have had new Leaders certificated as follows: 14 – SMRC, 11 – MOB, 7 - Bingocize and 3 – TaiChi.

Please complete the chart below with projected activity to occur in the current federal fiscal year. Note: Evidence-based (EB) disease prevention and health promotion services and information must meet the requirements of Administration for Community Living's (ACL) EB definition or is an EB program approved by the US Department of Health and Human Services and is shown to be effective and appropriate for older adults.

More information can be found on Title III D by visiting ACL's website at <u>https://www.acl.gov/programs/health-wellness/disease-prevention</u>.

Workshop Type	Projected # of Workshops	Counties where workshops conducted	Projected Costs Cost of Personnel	Projected Costs for Supplies	Projected Cost for Stipends
CDSMP	4	Butler, Cliermont, Clinton, Hamilton and Warren	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
DSMP	4	Butler, Cliermont, Clinton, Hamilton and Warren	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
CPSMP	2	Butler, Cliermont, Clinton, Hamilton and Warren	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Tai-Chi	8	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
МОВ	8	Butler, Cliermont, Clinton, Hamilton and Warren	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Powerful Tools for Caregivers	0	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Coach/Leader Trainings	2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
TOTALS:			\$ 0.00	\$ 0.00	\$ 0.00
Other: (right click on mouse, choice is "Undate Field" for total)					

Other:

(right click on mouse, choice is "Update Field" for total)

COA is also offering Bingocize. We Project to do 6 workshops and serve all 5 counties. COA is having Leaders and Master Trainers certified to facilitate WISE – Wellness Initiative for Senior Education through an ODH grant and project to do 4 workshops in all 5 counties.

- 4. Provide documentation of the public hearing held to gather public input that confirms the need for the AAA to directly deliver this service. Refer to Policy 103-PLN-02 Waiver Request by AAA for public hearing and documentation requirements.
- **5**. Provide a copy of the Request for Proposal along with the list of prospective and current providers notified of the opportunity, the names of those that submitted a proposal and reasons why proposal(s) were not acceptable. Also explain the methods used for notification.

COA published out Title III RFP in electronic form, using the Bonfire system. Title III request for proposals was issued by COA on April 17, 2023. A bidders informational meeting was held on April 26, 2023. The proposals were due on May 17, 2023. Notification of the Title III RFP was adverstised through a social media campaign, on the COA website and newletter as well,notice went to all providers/users of the Electronic Bonfire RFP system. Providers who submitted a proposal were: Clinton County Community Action Program, Jewish Family Service of the Cincinnati Area, Mayerson Jewish Community Center, Meals on Wheels of SW OH & NKy, Middletown Area Senior Citizens, Oxford Senior Citizens, Warren County Community Services, Animal Companion Counseling, Arts & Humanities Resource Center for Older Adults (DBS Creative Aging Cincinnati), Bayley Senior Care, Clermonth Senior Services, Day Share Ltd, Oterbein Senior Life – Lebanon, Colerain Township, Community First Solution, Maple Knole Outreach Services, The MariElders, Inc, Vally Transport, Episcopal Retirement Homes, Inc (Deupree MOW), Harrison Senior Cetner, North Fairmont Community Center, Alzheimer's Association, ProSeniors, Catholic Charities of SW Ohio. Animal Companion Couneling and Creative Aging are new to the Title III provider network. Valley Transport did not receive a contract as there are no capacity issues in the five-county region. Using established providers whose rates are equivalent will decrease administratie costs by not bringing on a new provider to the transportation service. All other providers received a contract.

6. Describe how the AAA will develop capacity for local service providers to provide this service in the future.

We believe our hybrid model for Title III-D is successful. The model allowed us to continue evidence-based workshops virtually during the pandemic and now that we can add in-person workshops, we believe the number of workshops we can offer across the AAA1 region and number of seniors we can serve will increase greatly, further proving this hybrid model is the best option for our service area. We are developing capacity for local service providers to learn about the expectations and goals of Title III-D funded health education programs with each new host site we recruit to serve as a host site sponsor for programs. The recruitment process with local service providers (a.k.a. host sites) includes education about the requirements of each program (licensing, fidelity, facilitator certification, fiscal responsibilities, outreach, service areas) as well as sharing local benchmarks for number of workshops successfully completed, number of completers, and positive participant feedback. We have more than 40 Host Site Sponsors today serving our region. We continue to recruit more. None have expressed any interest in providing program coordination. We include information about wellness programs and Host Site recruitment when we participate in community events and health fairs.

Emergency waiver request

AAAs may submit an emergency request for Waiver under limited circumstances as listed in ODA Policy 103-PLN-02(C)(2) a-c. *Please select the basis for which the emergency waiver is requested:*

- □ The inability of a current service provider to continue meeting its timely provision of service to consumers;
- □ An established service provider's contract is suddenly terminated by the provider or AAA; or
- □ A service not presently funded by the AAA is needed due to the existence of a natural disaster.
- **a.** Provide an explanation of the circumstances that constitute an emergency.

n/a

b. Provide correspondence by or between the AAA or provider indicating the circumstances that resulted in the interruption of services (attach copy).

c. Explain AAA efforts to identify providers to temporarily offer this service, in accordance with the competitive process.

n/a

d. List the service(s) to be provided and estimated number of consumers and counties affected.

n/a

e. Explain the AAA's action plan and timeframes to secure a provider(s) to provide this service.

n/a

- f. Dollar amount requested: \$ Click or tap here to enter text.
- **g.** Specify the timeframe for which this emergency waiver is being requested. The request may not exceed current plan year.

n/a

DocuSigned by: Suzanne Burke

Signature of AAA Director

9/28/2023

Date



4601 Malsbary Road Blue Ash, OH 45242 (513) 721-1025 (800) 252-0155 www.help4seniors.org

Area Plan Update AAA1 Care Coordination Plan

The Elderly Services Program helps older adults to remain safe and independent in their own homes by providing home and community-based care services such as personal care, housekeeping, meals, transportation and more. COA administers the ESP program in Butler, Clinton, Hamilton and Warren counties. These programs are funded by county tax levies. Services include care management (care coordination), adult day care, meals, medical equipment, home modification, transportation, emergency response system, homemaking and personal care. Eligibility requirements in Clinton County is residents age 65 and over. Clinton, Hamilton and Warren Counties residents age 60 and over. Required help with certain activities of daily living (ADL's and IADL's) such as bathing, cooking, transportation, etc. Eligibility for specific home care services determined by care manager during in home assessment. The cost cap for Elderly Services Program is \$800.00 a month. If a client needs to exceed the cost cap all requests are reviewed by management.

The FastTrack Home Program is administered in Hamilton, Clinton, and Warren Counties and is available for those discharging from a hospital or nursing home. A pilot program is currently operating in Butler County. An eligibility assessment is completed while in the hospital or in the skilled nursing facility prior to discharge. The care manager enrolls the client at time of discharge to assist with transitional care services to home. Many of the services available are the same as above and the program is up to 60 days. The program uses evidence-based Coleman Model as part of the care manager interventions. HOME52Transportation Coordination- is a coordination center that schedules and coordinates transportation for eligible older adults and individuals with disabilities. HOME52 transportation works with many transportation providers in our region to provide high quality and efficient transportation services. Currently Home52 services Hamilton County Elderly Services and FastTrack Home. The number of consumers served in 2022 under the Elderly Services Program was 15,762 clients and 1,220 under the FastTrack Home program.

Council on Aging is designated by the state of Ohio to serve older adults and people with disabilities within a multi-county region. We are experts at helping people with complex medical and long-term care needs, offering a variety of services via publicly funded programs. **Our mission:** *Enhance lives by assisting people to remain independent through a range of quality services.*

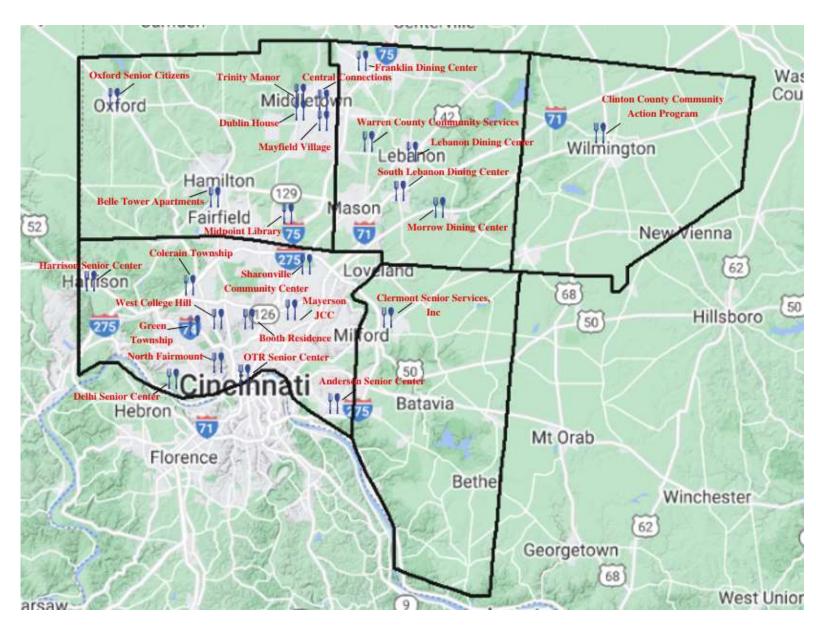
Attachment 1: Congregate Dining Projects Site Information

Congregate Meals Provider Sites

NAME	ADDRESS	CONTRACTOR
Belle Tower Apartments	631 Woodlawn Ave. Hamilton, OH 45011	Central Connections
Trinity Manor	301 Clark St. Middletown, OH 45042	Central Connections
Mayfield Village	2030 Aaron Dr. Middletown, OH 45044	Central Connections
Dublin House	1425 Central Ave. Middletown, OH 45044	Central Connections
Central Connections	3907 Central Ave. Middletown, OH 45044	Central Connections
Recreation Center		
Clermont Senior Services, Inc.	6101 Meijer Dr. Milford, OH 45150	Clermont Senior Services, Inc.
Clinton County Community	789 N. Nelson Ave. Wilmington, OH	Clinton County Community
Action Program	45177	Action Program
Colerain Township Senior &	4300 Springdale Rd. Cincinnati, OH 45251	Colerain Township Senior &
Community Center		Community Center
Harrison Senior Center	300 George St. Harrison, OH 45030	Harrison Senior Center
Mayerson JCC (Jewish	8485 Ridge Rd Cincinnati, OH 45236	Mayerson Jewish Community
Community Center)		Center
North Fairmount Senior	1860 Queen City Ave. Cincinnati, OH	North Fairmount Senior Center
Center	45214	
Oxford Senior Citizens, Inc	922 Tollgate Dr. Oxford, OH 45056	Oxford Senior Citizens, Inc
Warren County Community	741 Dining Center 570 State Rt 741	Warren County Community
Services, Inc.	Lebanon, OH 45036	Services, Inc.
South Lebanon Dining Center	327 North Section St. South Lebanon, OH	Warren County Community
	45065	Services, Inc.
Lebanon Dining Center	114 Dave St. Lebanon, OH 45036	Warren County Community
		Services, Inc.
Franklin Dining Center	301 Sherman Glenn Dr. Franklin OH	Warren County Community
	45005	Services, Inc.
Morrow Dining Center	124 Pamela Dr. Morrow, OH 45152	Warren County Community
Midnaint Library	0262 Contro Dointo Dr. Wort Chostor, Oll	Services, Inc. Meals on Wheels of Southwest
Midpoint Library	9363 Centre Pointe Dr. West Chester, OH 45069	Intells of wheels of Southwest
Sharonville Community	10990 Thornview Dr. Cincinnati, OH	Meals on Wheels of Southwest
Center	45241	Ohio
Delhi Senior Center	647 Neeb Rd. Cincinnati, OH 45238	Meals on Wheels of Southwest
		Ohio
Anderson Senior Center	7970 Beechmont Ave. Cincinnati, OH	Meals on Wheels of Southwest
	45255	Ohio
Green Township Senior	3620 Epley Rd. Cincinnati, OH 45247	Meals on Wheels of Southwest
Center		Ohio
OTR Senior Center	1722 Race St. Cincinnati, OH 45202	Meals on Wheels of Southwest
		Ohio
Booth Residence	6000 Townvista Dr. Cincinnati, OH 45224	Meals on Wheels of Southwest
		Ohio
West College Hill	2062 North Bend Rd. Cincinnati, OH	West College Hill
Neighborhood Services	45224	Neighborhood Services

Attachment 1 – Congregate Dining Projects Site Information

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



Home-Delivered Meals Volume Estimates for Meal type by County and Zone

* =Volume may be affected by the inclusion of mechanically altered and allergen-free meals

Butler County

SERVICE	AVERAGE CLIENTS SERVED PER MONTH	TOTAL CLIENTS SERVED	AVERAGE UNITS DELIVERED PER MONTH	TOTAL UNITS DELIVERED
	BC C	ENTRAL		
HDM DAILY*	132	203	3,082.42	36,989
HDM SHELF STABLE	102	562	132.25	1,587
HDM THERAPEUTIC DAILY	7	16	147.50	1,770
HDM THERAPEUTIC WEEKLY	41	78	976.50	11,718
HDM WEEKLY*	313	539	7,204.33	86,452
TOTAL	595	1398	11,543.00	138,516
	BC NC	DRTHEAST		
HDM DAILY*	58	95	1,327.25	15,927
HDM SHELF STABLE	45	508	91.17	1,094
HDM THERAPEUTIC DAILY	1	3	28.17	169
HDM THERAPEUTIC WEEKLY	44	73	1,085.33	13,024
HDM WEEKLY*	400	634	9,662.25	115,947
TOTAL	548	1313	12,194.17	146,161
	BC SO	UTHEAST		
HDM DAILY*	71	114	1,684.83	20,218
HDM SHELF STABLE	76	313	98.89	890
HDM THERAPEUTIC DAILY	3	10	74.09	815
HDM THERAPEUTIC WEEKLY	27	60	589.50	7,074
HDM WEEKLY*	216	354	4,944.08	59,329
TOTAL	393	851	7,391.40	88,326
	BC	WEST		
HDM DAILY	36	61	740.75	8,889
HDM SHELF STABLE	6	55	14.89	134
HDM THERAPEUTIC DAILY	3	6	93.17	1,118
HDM THERAPEUTIC WEEKLY	4	6	141.00	1,692
HDM WEEKLY*	14	27	320.67	3,848
TOTAL	63	155	1,310.47	15,681

Home-Delivered Meals Volume Estimates for Meal type by County and Zone

*=Volume may be affected by the inclusion of mechanically altered and allergen-free meals

Clinton County

SERVICE	AVERAGE CLIENTS SERVED PER MONTH	TOTAL CLIENTS SERVED	AVERAGE UNITS DELIVERED PER MONTH	TOTAL UNITS DELIVERED			
	CC CENTRAL						
HDM DAILY*	12	26	293.58	3,523			
HDM SHELF STABLE	1	1	12.00	12			
HDM THERAPEUTIC DAILY	3	9	69.91	769			
HDM THERAPEUTIC WEEKLY	23	46	572.58	6,871			
HDM WEEKLY*	65	145	1,646.92	19,763			
TOTAL	104	227	2,594.99	30,938			

Home-Delivered Meals Volume Estimates for Meal type by County and Zone

*=Volume may be affected by the inclusion of mechanically altered and allergen-free meals

Warren County

SERVICE	AVERAGE CLIENTS SERVED PER MONTH	TOTAL CLIENTS SERVED	AVERAGE UNITS DELIVERED PER MONTH	TOTAL UNITS DELIVERED
	WC	NORTH		
HDM DAILY*	91	154	2,185.42	26,225
HDM SHELF STABLE	56	565	114.67	1,376
HDM THERAPEUTIC DAILY	1	6	29.58	355
HDM THERAPEUTIC WEEKLY	32	64	725.83	8,710
HDM WEEKLY*	397	626	9,438.83	113,266
TOTAL	577	1415	12,494.33	149,932
	WC	SOUTH		
HDM DAILY*	45	87	977.83	11,734
HDM SHELF STABLE*	37	365	77.50	930
HDM THERAPEUTIC DAILY	1	3	28.00	168
HDM THERAPEUTIC WEEKLY	20	38	499.08	5,989
HDM WEEKLY*	265	439	6,130.75	73,569
TOTAL	368	932	7,713.17	92,390

Home-Delivered Meals Volume Estimates for Meal type by County and Zone

*=Volume may be affected by the inclusion of mechanically altered and allergen-free meals

Hamilton County

SERVICE	E AVERAGE CLIENTS SERVED PER MONTH		AVERAGE UNITS DELIVERED PER MONTH	TOTAL UNITS DELIVERED			
	НС	WEST					
HDM DAILY	5	13	131.67	1,580			
HDM SHELF STABLE	37	388	77.91	857			
HDM THERAPEUTIC DAILY	1	1	25.67	77			
HDM THERAPEUTIC WEEKLY	81	133	1,912.75	22,953			
HDM WEEKLY*	374	603	9,211.08	110,533			
TOTAL	498	1138	11,359.08	136,000			
	нс с	ENTRAL					
HDM DAILY	6	14	143.00	1,716			
HDM SHELF STABLE*	53	600	109.08	1,309			
HDM THERAPEUTIC DAILY	2	3	65.17	782			
HDM THERAPEUTIC WEEKLY	132	216	3,263.17	39,158			
HDM WEEKLY*	657	1025	16,789.50	201,474			
TOTAL	850	1858	20,369.92	244,439			
	НС	NORTH					
HDM DAILY	12	14	279.00	1,461			
HDM SHELF STABLE*	66	407	136.33	1,096			
HDM THERAPEUTIC DAILY	1	4	20.13	161			
HDM THERAPEUTIC WEEKLY	88	131	2,175.08	19,197			
TOTAL	539	599	13,206.33	111,440			
	HC NC	DRTHEAST					
HDM DAILY*	6	11	157.25	1,887			
HDM SHELF STABLE*	22	182	45.00	540			
HDM THERAPEUTIC DAILY							
HDM THERAPEUTIC WEEKLY	23	41	575.33	6,904			
HDM WEEKLY*	162	272	3,919.67	47,036			
TOTAL	213	506	4,697.25	56,367			
	HC SOUTHEAST						
HDM DAILY	6	8	161.83	1,942			
HDM SHELF STABLE*	23	219	46.18	508			
HDM THERAPEUTIC DAILY							
HDM THERAPEUTIC WEEKLY	33	74	810.50	9,726			
HDM WEEKLY*	177	305	4,366.00	52,392			
TOTAL	239	606	5,384.52	64,568			

Potential Single Provider Buildings Home Delivered Meal Volume Estimates by County and Zone

BUILDING NAME		SERVICE	AVERAGE UNITS	TOTAL UNITS
BUILDING NAME		SERVICE		
			DELIVERED PER	DELIVERED
			MONTH	
		BC CENTRAL		
EDEN PARK SENIOR	Clients Served	HDM Daily	80.83	970
APARTMENTS	19	HDM Shelf Stable	5.50	33
1740 EDEN PARK DR.		HDM Therapeutic	11.00	11
HAMILTON 45013		Weekly		
		BC NORTHEAST		
TRINITY MANOR	Clients Served	HDM Daily	24.88	199
301 CLARK ST.	22	HDM Shelf Stable	16.00	32
MIDDLETOWN 45042		HDM Therapeutic	89.25	1,071
		Weekly		
		HDM Weekly	349.00	4,188
		BC SOUTHEAST		
BELLE TOWER	Clients Served	HDM Daily	19.00	19
631 WOODLAWN	26	HDM Shelf Stable	26.00	26
AVE. HAMILTON		HDM Therapeutic	25.92	311
45015		Weekly		
		HDM Weekly	337.00	4,044
FAIRFIELD VILLAGE	Clients Served	HDM Daily	25.92	311
SENIOR	16	HDM Shelf Stable	5.33	32
APARTMENTS		HDM Therapeutic	17.00	119
520 PATTERSON AVE.		Daily		
FAIRFIELD 45014		HDM Therapeutic	32.80	164
		Weekly		
		HDM Weekly	186.42	2,237

Butler County

Potential Single Provider Buildings Home Delivered Meal Volume Estimates by County and Zone

*=Volume may be affected by the inclusion of mechanically altered and allergen-free meals

Hamilton County

			AVERAGE UNITS DELIVERED PER	TOTAL UNITS
BUILDING NAME	CLIENTS SERVED	SERVICE	MONTH	DELIVERED
		HC DOWNTOWN		
ST. FRANCIS COURT	19	HDM Shelf Stable	20.00	20
1860 QUEEN CITY AVE.		HDM Therapeutic Weekly	32.08	385
CINCINNATI 45214		HDM Weekly*	277.83	3,334
WALNUT HILLS	22	HDM Shelf Stable	17.00	34
APARTMENTS		HDM Therapeutic Weekly	46.25	555
861 BEECHER ST. CINCINNATI 45206		HDM Weekly	358.08	4,297
		HC CENTRAL		
BOOTH RESIDENCE	22	HDM Shelf Stable	30.00	30
6000 TOWNVISTA DR.		HDM Therapeutic Weekly	33.83	406
CINCINNATI 45224		HDM Weekly	367.58	4,411
CLIFTON PLACE	20	HDM Shelf Stable*	9.00	18
APARTMENTS		HDM Therapeutic Weekly	21.00	252
900 RUE DE LA PAIX CINCINNATI 45220		HDM Weekly*	305.33	3,664
COURTYARD APARTMENTS	17	HDM Shelf Stable	20.00	20
7126 HIRSCH DR.		HDM Therapeutic Weekly	54.83	658
CINCINNATI 45237		HDM Weekly*	258.50	3,102
HILLCREST ELDERLY	21	HDM Shelf Stable	10.67	32
1829 LOSANTIVILLE AVE.		HDM Therapeutic Weekly	85.75	1,029
CINCINNATI 45237		HDM Weekly	337.58	4,051
		HC NORTH		.,
RIDGEWOOD II	30	HDM Shelf Stable	12.50	50
APARTMENTS		HDM Therapeutic Weekly	51.33	462
8125 SEWARD AVE.		HDM Weekly	574.42	6,893
CINCINNATI 45231		,	-	-,
THE MEADOWS	22	HDM Daily	10.50	21
11050 SPRINGFIELD PIKE		HDM Shelf Stable	13.00	52
CINCINNATI 45246		HDM Therapeutic Weekly	36.17	434
		HDM Weekly*	335.08	4,021
		HC NORTHEAST		
THE VALLEY ACTIVE SENIOR	16	HDM Shelf Stable	3.60	18
LIVING		HDM Therapeutic Weekly	81.83	982
10620 MONTGOMERY RD. CINCINNATI 45242		HDM Weekly*	125.42	1,505
		HC SOUTHEAST		1
CAMBRIDGE ARMS	22	HDM Shelf Stable	8.00	24
3751 EASTERN HILLS LN.		HDM Therapeutic Weekly	24.50	98
CINCINNATI 45209		HDM Weekly*	352.83	4,234
ST. PAUL LUTHERAN	20	HDM Shelf Stable	4.44	40
VILLAGE		HDM Therapeutic Weekly	68.83	826
5515 MADISON RD. CINCINNATI 45227		HDM Weekly*	173.33	2,080

Potential Single Provider Buildings Home Delivered Meal Volume Estimates by County and Zone

*=Volume may be affected by the inclusion of mechanically altered and allergen-free meals

BUILDING NAME	CLIENTS SERVED	SERVICE	AVERAGE UNITS DELIVERED PER MONTH**	TOTAL UNITS DELIVERED		
	WC NORTH					
OTTERBEIN	75	HDM Daily*	170.92	2,051		
585 OH-741,		HDM Shelf Stable	14.89	134		
LEBANON 45036		HDM Therapeutic Weekly	7.00	7		
		HDM Weekly*	792.50	9,510		
		WC SOUTH				
DEERFIELD	26	HDM Daily	30.17	362		
COMMONS		HDM Shelf Stable	25.00	50		
5629 DEERFIELD CIR. MASON 45040		HDM Therapeutic Weekly	29.75	357		
		HDM Weekly	330.08	3,961		

Warren County

Home-Delivered Meal Volume Estimates for Clermont County

MEAL TYPE	AVERAGE CLIENTS	TOTAL CLIENTS	AVERAGE UNITS	TOTAL
	PER MONTH	SERVED	PER MONTH	UNITS
HOME DELIVERED MEAL, SHELF STABLE, THERAPEUTIC MEAL	224	389	4,228	50,731

The Budget Worksheets are in Microsoft Excel format, and must be completed using Excel.

A) 2024 Budget Worksheet - Appendix C

Complete a separate 2024 Budget Worksheet for each service that your agency is applying for. Use 15% Match Tab for services : Behavioral Health, Social Isolation Interventions, Congregate Nutrition Service, Home Delivered Meals - Clermont Co., Legal Assistance, Ombudsman, Supportive Services & Transportation.

Use 25% Match Tab for services: Adult Day Service - Clermont Co., Alzheimer's Education, Caregivers Services - FCSP Support Group, Caregivers Services - Counseling.

- Enter the Bidder's name
- Select the service from the drop down menu for which you are requesting funding

Expenses

1) Column 1: Total Direct Expenses - (Rows 1-19) Identify the actual direct costs associated with the service.

• Direct program expenses are those expenses that are associated directly with providing a particular COA funded Title III/State service to the clients.

• Volunteers' time should be computed and reported as an expense on Line 2 and as revenue on Line 25. Volunteer services must be documented and, to the extent feasible, supported by the same methods used for employees. Rates for volunteers should be consistent with those paid for similar work within the organization or the community. Volunteer efforts are to be offset with recognition of Volunteer revenue therefore Line 2 and Line 25 must equal.

2) Column 2: Total Indirect Expenses - (Rows 1-19) Identify the total indirect costs associated with the service. Indirect Expenses are expenses that have been incurred for common or joint objectives that cannot be readily identified with a particular service (i.e. administration and general activities).

• Indirect expenses may be assigned to the Title III/State funded services and other programs by one of the methods described in OMB Circular A-122. The following are two methods commonly used:

(a) Direct allocation method – The overhead costs are charged directly to the categories, or are prorated individually, using a base most appropriate to the particular cost being prorated. It is important to insure that the allocation is accurately reflecting the benefit provided to each activity by the particular costs. This method is acceptable only for the allocation of general administration and general expenses.

(b) Simplified allocation method – Where the categories and programs benefit from the indirect cost to approximately the same degree, the allocation of indirect costs may be accomplished by the following method. It is acceptable to identify the total Management and General expenses in the "Total" column and divide by an equitable distribution base, such as total direct costs, direct salaries, or another base, which results in an equitable distribution, to arrive at an allocation percentage.

- If your total indirect cost rate (on line 40) is greater than 20%, include specific justification on line 41.
- Include on line 43 a brief narrative on your method of indirect cost allocation

If your organization uses other methods and wishes to provide existing documentation for support of overhead charges, submit your request via e-mail to provider_services@help4seniors.org

3) Column 3: Total Program Expenses - Total Program Expense is an automatic calculation of Total Direct Expense plus Total Indirect Expense. No data entry is required.

The Indirect Cost Allocation formula located in column 3 row 20 is an automatic calculation that may be overridden, if the simplified allocation method is used to determine Total Indirect Cost.

Revenue

1) Revenue - (Rows 22-29) The Revenue section is used to report all the sources of revenue that will be used to support the Title III/State funded services. The total on Line 25 Volunteers should be equal to the volunteer expense reported on Line 2.

2) Total Funding Requested from COA - Enter on Line 31 the actual amount of requested funding for the service.

3) Total Revenue - Line 32 should be equal to the total expenses on Line 21.

4) Estimated Units of Service - Enter on Line 33 the estimated units of service for the 2024 program year. The 2024 program year covers 12 months from October 1, 2023 -September 30, 2024.

5) Required Match - Row 38 is an automatic calculation based on the required match percentage defined in (a), (b) and (c) below.

(a) The program listed below require a minimum 15% match of total program costs by either allowable inkind contributions or non-federal cash for the services listed below. To compute the 15% required match, take the Title III/State funds requested (Line 31) for the service and divide by 85%. Take that total and multiply by 15%.

Congregate Nutrition Service Home Delivered Meals (Clermont County) Legal Assistance Ombudsman Transportation Supportive Services Behavioral Health Services Social Isolation Interventions

(b) The programs listed below require a minimum 25% match of total program costs by either allowable in-kind contributions or non-federal cash for the services listed below. To compute the 25% required match, take the Title III/State funds requested (Line 31) for the service and divide by 75%. Take that total and multiply by 25%.

Respite - Adult Day Services (Clermont County) Caregiver Services - FSCP Support Group Caregiver Services - FSCP Counseling Alzheimer's Education (c) Match is defined as any eligible resource that is used to enhance Title III/State funded service delivery and can be in the form of non-federal cash or in-kind contributions. Other programs, such as PASSPORT, that purchase whole units should not be reported as Local Match and are not to be counted as Title III/State funded units.

- Three types of resources cannot be used as match:
 - -any other Federal dollars (unless specifically authorized by that program)
 - resources used to match other Federal dollars
 - -Title III/State funded program income
- Matches from in-kind contributions must:
 - -be supported with documentation;
 - -directly enhance the Title III/State funded service (i.e. a volunteer bingo caller cannot be used to match a Title III/State funded nutrition program);
 - -have a rate consistent with that ordinarily paid for the goods or services (minimum wage is used to value volunteer hours where no specialized skill is required).
- Answer the questions that apply on lines 42 50.

Allowable Cost Guidelines

To be allowable under an award the costs must be:

• reasonable, applied consistently, and documented;

• Advertising for recruitment of staff, procurement

• Compensation for personal services paid to

of goods and services, disposal of surplus

- consistent in policies and procedures with other activities of the organization and determined in accordance with generally accepted accounting principles;
- related to/benefit the program and not included in any other federally financed program.

The following is a list of various expenses illustrating possible costs that should be included on the Budget: Revenue and Expenses pages, and/or those that must be excluded. It is not meant to be inclusive of all costs that may be allowed/disallowed. Most of these items have additional discussion in the "Cost Principles for Non-Profit Organizations" OMB Circular number A-122, or the applicable cost principles for your organization.

ALLOWABLE

materials

Bonding

Advisory Councils

Audit Services

Accounting/Bookkeeping

UNALLOWABLE

- Alcoholic Beverages
- Bad Debts
- Contributions
- Donated Services, Goods and Space (May be used for cost sharing or matching requirements, under OMB Circular No. A-110 conditions.)
- Entertainment
- Fines/Penalties
- Interest
- Lobbying
- Losses on Other Award

Insurance

EquipmentFringe Benefits

- Labor Relations
- Maintenance/Operations/Repairs

employees during period of award

Depreciation/use allowance

- Materials/Supplies
- Postage/Delivery
- Professional Memberships/Subscriptions
- Publications & Printing

• Rent	
• Security	
 Telephone and other communication costs 	
 Training/Education 	
Transportation Costs	
Travel	
Utilities	



Bidder's

Name:

Service:

Congregate Nutrition Service

	Expenses			
		Total Direct	Total Indirect	Total Program
		(Column 1)	(Column 2)	(Column 3)
1	Staff Salaries & Wages			
2	Volunteers			
3	Payroll Taxes			
4	Fringe Benefits			
5	Professional and Consultant Fees			
6	Staff Travel			
7	Training Expense			
8	Postage			
9	Office Supplies			
10	Program Supplies			
11	Food Supplies			
12	Maintenance			
13	Insurance			
14	Occupancy / Rent			
15	Printing			
16	Communication			
17	Minor Equipment Cost			
18	Other (Specify)			
19	Depreciation			
20	Total Expense			
21		Tot	al Program Expense	

Congregate Nutrition Service

Service:

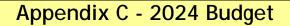
Name:

Bidder's

	Revenue	
22	United Way	
23	Foundations	
24	All Other Local Cash	
25	Volunteers	
26	All Other (In-Kind)	
27	Program Income	
28	Other State	
29	Other Federal	
30	Total Other Revenue	
31	Total Funding Requested from COA	
32	Total Revenue	
33	Estimated Units of Service	
34	Total Unit Rate=Total Program Expense/Estimated Units of Service (line 21/line 33)	
35	Unit Reimbursement Rate=Total Requested from COA/Estimated Units of Service (line 31/line 33)	



46



Bidder's

Name:

Balance Status Volunteer Expense vs. Volunteer Revenue -36 Balanced Difference and Status of Revenue vs. Expenses 37 -Balanced **Required Match** 38 Total Proposed Match (sum of lines 22-26) 39 Adequate Match Percentage of Indirect Cost 40 % If line 40 is greater than 20%, provide a brief explaination: 41 direct simplified Indirect expense allocation method 42 Brief explanation of indirect cost allocation method: 43 Yes □ No Is a budget change anticipated in the next two years? 44 If the answer to question 44 is Yes, answer questions 45-50. Is a gap in service anticipated? 1 Yes No No 45 Brief explanation of the cause and length of gap in service:

Congregate Nutrition Service

Service:



Budget Worksheet Review



Bidder's Name:		Service:	Congregate N	utrition Service
			increase	decrease
47				
	Is the ratio of volunteers to employees expected	to:		
48	Current ratio of volunteers to employees			
49	Projected ratio of volunteers to employees			
50	Brief explanation for the change in ratio of volun	teers to employees:		



Service:	

Alzheimer's Education

	Expenses			
		Total Direct	Total Indirect	Total Program
		(Column 1)	(Column 2)	(Column 3)
1	Staff Salaries & Wages			
2	Volunteers			
3	Payroll Taxes			
4	Fringe Benefits			
5	Professional and Consultant Fees			
6	Staff Travel			
7	Training Expense			
8	Postage			
9	Office Supplies			
10	Program Supplies			
11	Food Supplies			
12	Maintenance			
13	Insurance			
14	Occupancy / Rent			
15	Printing			
16	Communication			
17	Minor Equipment Cost			
18	Other (Specify)			
19	Depreciation			
20	Total Expense			
21		Tot	al Program Expense	

Bidder's

Name:

Alzheimer's Education

Service:

Name:

Bidder's

	Revenue	
22	United Way	
23	Foundations	
24	All Other Local Cash	
25	Volunteers	
26	All Other (In-Kind)	
27	Program Income	
28	Other State	
29	Other Federal	
30	Total Other Revenue	
31	Total Funding Requested from COA	
32	Total Revenue	
33	Estimated Units of Service	
34	Total Unit Rate=Total Program Expense/Estimated Units of Service (line 21/line 33)	
35	Unit Reimbursement Rate=Total Requested from COA/Estimated Units of Service (line 31/line 33)	

Bidder's

Name:

Budget Worksheet Review			
		Balance	Status
36	Volunteer Expense vs. Volunteer Revenue	-	Balanced
37	Difference and Status of Revenue vs. Expenses	-	Balanced
38	Required Match		
39	Total Proposed Match (sum of lines 22-26)		Adequate Match
40	Percentage of Indirect Cost		
	If line 40 is greater than 20%, provide a brief explaination	n:	
41			
42	Indirect expense allocation method	direct	simplified
	Brief explanation of indirect cost allocation method:		
43			
44	Is a budget change anticipated in the next two years?	Yes	No
	If the answer to question 44 is Yes, answer questions 45-	50.	
45	Is a gap in service anticipated?	Yes	No
46	Brief explanation of the cause and length of gap in service	e:	



Alzheimer's Education

Service:



Bidder's Name:		Service:	Alzheimer	's Education
47			increase	decrease
47	Is the ratio of volunteers to employees expected	to:		
48	Current ratio of volunteers to employees			
49	Projected ratio of volunteers to employees			
50	Brief explanation for the change in ratio of volun	teers to employees:		

Attachment 6: Bidders Form and Attestations

Council on Aging of Southwestern Ohio Bidder's Information Form for RFP 001-23

APPLICANTNAME: _____

Type or Print Legibly - Each box is limited on characters. Attachments should be clearly marked with the Question or Item # to which the Attachment pertains and affixed to the end of the BIDDER'S INFORMATION form in order by question/item #.

1. Legal Name of Business (If different from W-9 form, attach written explanation)			
2. Doing Business As (dba) Name (if different from Legal Name)			
3. Federal Tax Identification Number (Social Security Number OR Employer Identification Number)			
4. Unique Entity ID			
5. NPI #			
 Main Business Address (Physical location) - list any additional addresses (i.e. congregate meal sites) within the last section of this form 	Street Address		
entitled "Information for Additional Locations".	City, State, Zip Code County		
7. Mailing Address	Attention		
(if different from Main Business Address)	Address		
	County	City, State, Zip Code	
8. Executive In Charge's Name & Title			
9. Executive in Charge's E-mail Address			
10. Business Phone Number (including area code)			
11. Business Fax Number (including area code)			
12. Organization's Website Address (if applicable)			
13. Indicate the appropriate ownership structure of the business	Private Charitable/Religious	Private/Non-profit	□Publicly Traded □Other (Specify)

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

Council on Aging of Southwestern Ohio Bidder's Information Form for RFP 001-23

APPLICANTNAME:

Name (type/print)
Title (type/print)
Street or P.O. Box
City, State, Zip Code
Phone Number (including area code)
E-mail Address

STATEMENT OF UNDERSTANDING

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

► The undersigned affirms that the information contained in this Application is true to the best of the undersigned's knowledge and belief, and acknowledges and agrees that COA shall have the right to verify the same to its satisfaction.

▶ The undersigned also affirms that the undersigned has read and understands the Request for Proposal, ESP & Title III Rules, Conditions of Participation, and all applicable Service Specifications. The undersigned further understands that implementation of and adherence to the Rules and Service Specifications in the delivery of authorized services, and adherence to all reporting requirements will be binding in accordance with the Provider Agreement in order to receive reimbursement for services delivered.

► The undersigned acknowledges and agrees that COA, in its sole and absolute discretion, reserves the right to reject any or all Proposals and any part or parts of any Proposal, and also the right to waive any informalities or irregularities in any Proposal, and also the right to modify inconsistencies in any Proposal. Any Proposal which, in COA's sole and absolute discretion, does not meet the requirements, is incorrect, incomplete, irregular, conditional, obscure, illegible or which contains additions not requested or irregularities of any kind may be rejected.

► The undersigned acknowledges and agrees that COA, in its sole and absolute discretion, reserves the right to award a Service Provider Agreement to any applicant, notwithstanding applicant's scores, in order to assure services are available and the needs of the program are being met.

► The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposal, including appendices and attachments; and accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this Request for Proposal.

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

Council on Aging of Southwestern Ohio Bidder's Information Form for RFP 001-23

APPLICANTNAME:

Information for Additional Locations

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

Name of Additional Location	Services Provided at this Location

BIDDER'S CERTIFICATION OF PAYMENT OF PERSONAL PROPERTY TAX

E OFCOUNTY	STATE OF		
e me, a Notary Public, in and for said County and State, personally appeared	Before me, a No		
who, being duly sworn that he/she is the owner or an officer			
d with the authority to commit said company	vested with the a		
ntractual obligations and having been awarded a public contract let by competitive bid,	to contractual of		
and that by this statement, states that at this time neither he/she nor the corporation is charged with any delinquent personal property taxes on the general tax list of personal property of any county, or that attached hereto is a list of all delinquent personal property taxes charged against him/her of the corporation.			
e of Company	Name of Compa		
	Ву		
Signature	S		
n before me and signed in my presence theday of, 20	Sworn before me		
ry Public Signature	Notary Public Sig		

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

DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION CERTIFICATION

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

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

Entity: _____

Type name of person authorized to sign

Title

Signature

Date signed

NON-COLLUSION AFFIDAVIT

STATE OF	-	
COUNTY OF	SS.	
		_ being first duly sworn, deposes and
says that he/she is		_ of

(sole owner, partner, president, etc.)

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

AFFIANT

Sworn to and subscribed before me this _____ day of _____ 20___.

NOTARY PUBLIC

My commission expires:



Any business or organization that wishes to submit a bid to provide a federally funded service through Council on Aging's RFP process must have a Unique Entity ID, issued by the federal government (or already be in process of obtaining this ID).

Any business, organization, or entity that does not have a Unique Entity ID (or a DUNS Number that has been converted to a Unique Entity ID) must receive one, or be in the process of obtaining one, prior to submitting a bid for a Council on Aging RFP.

While there is no cost to apply for and receive a Unique Entity ID, the process to apply for the ID is reported to take at least 10 business days to process – and likely quite a bit longer. Council on Aging recommends any business or organization considering submitting a response to the organization's planned 2023 RFPs do so now to allow ample time to successfully complete the steps required to receive a Unique Entity ID. Information on how to start this process is included below.

What is a Unique Entity ID?

The Unique Entity ID is a 12-character alphanumeric ID assigned to an organization or business (called an "entity") by <u>SAM.gov</u>.

How do I apply for a Unique Entity ID to work with federal government funded programs?

If your business or organization has worked with federally funded programs in the past, you must ensure you have transferred your DUNS Number to a Unique Entity ID, follow directions in Section One below to learn how.

If your business or organization has never been issued a DUNS Number or Unique Entity ID but may wish to bid for programs and services supported by federal funding in the future, please plan to apply for a Unique Entity ID (see Section Two).

Section One: Instructions for agencies with a DUNS (Data Universal Numbering System) Number

Agencies currently contracted with COA to provide services under the Title III program have a DUNS Number. On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Existing registered entities can find their Unique Entity ID by following the steps <u>here</u>.

Section Two: Agency without a Unique Entity ID and/or existing DUNS Number

Please visit <u>SAM.gov | Entity Registrations</u> for instructions on how to apply for a Unique Entity ID

- The Unique Entity ID is free
- Businesses and organizations that will participate in federally funded programs are required to have a Unique Entity ID
- These businesses and organizations are required to register at SAMS.gov
- New registrations are estimated to take an average of seven to 10 business days to process. We recommend allowing more time.

Helpful Information Available

- <u>Click here to view a check list</u> about registration and applying for a Unique Entity ID.
- Instructions to get started with Registration and the Unique Entity ID are located here: <u>SAM.gov | Entity Registrations</u>
- Multiple forms of customer service support are outlined on SAM.gov including FAQs, call, and live chat options. Tutorials for setting up the Unique Identifier ID are located here: <u>SAM.gov | Home</u>



REQUEST FOR PROPOSAL (RFP) RFP: 001-23

TITLE III OF THE OLDER AMERICANS ACT, AMERICAN RESCUE PLAN ACT, NUTRITION SERVICES INCENTIVE PROGRAM, SENIOR COMMUNITY SERVICES STATE SUBSIDY, ALZHEIMER'S RESPITE, ELDERLY SERVICES PROGRAM ADULT DAY AND HOME DELIVERED MEALS

Council on Aging of Southwestern Ohio 4601 Malsbary Rd. Blue Ash, OH 45242

Proposal Due Date: May 17, 2023

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Section One: General Information

Bid Overview

Council on Aging of Southwestern Ohio ("COA") is seeking competitive proposals from qualified for profit and notfor-profit organizations and public agencies, interested in contracting with COA to provide a multitude of innovative, person-centered services funded by the Elderly Services Program (ESP), American Recovery Plan Act (ARPA), Title III of the Older Americans Act, Nutrition Services Incentive Program (NSIP), Senior Community Services State Subsidy (SCS), and Alzheimer's Respite to eligible persons. This Request for Proposals (RFP) is for the delivery of services outlined in Table 1.

All bidders must meet the Conditions of Participation, Service Specifications, and all terms and conditions within this document, including all Appendices, Attachments and Exhibits, if selected to receive an Agreement. **Please read this document in its entirety**. Please note that the Elderly Services Program Service Specifications have been updated. Pending approval by Warren County Advisory Council, they will be effective October 1, 2023, with the awarded contracts.

Table 1:

Title III, NSIP, SCS Services serving Butler, Clermont, Clinton, Hamilton, and Warren Counties unless noted	Elderly Services Program serving Butler, Clinton, Hamilton, and Warren Counties	American Recovery Plan Act – Pilot One Time Funding serving Butler, Clermont, Clinton, Hamilton, and Warren Counties
Behavioral Health Services Social Isolation Interventions Transportation Congregate Meals Home Delivered Meals-Clermont County only Adult Day/Caregiver Respite–Clermont County only Supportive Services Ombudsman Legal Services Caregiver Services Alzheimer's Education	Home Delivered Meals Adult Day and Adult Day Transportation	Behavioral Health Services Social Isolation Interventions

Title III Service Information

The Older American's Act (OAA) funds critical services which support our nation's older adults in being healthy and independent in their own home. Title III funded services are generally available only to individuals 60 years of age and older, unless otherwise specified in the Older Americans Act (OAA), or state policy. Exemptions to the age policy exist with Alzheimer Respite funding, and Title III E (National Family Caregiver Support Program).

Services can include such things as meals, adult day services, caregiver support, Ombudsman, and legal services, along with transportation and social supports addressing isolation and mental health. Behavioral Health and Social Isolation programs were added as a result of a community needs assessment and new Area Plan approved by the Ohio Department of Aging. Behavioral Health and Social Isolation were both identified as having significant gaps and

are prioritized for new services. A funding formula is used to determine how much funding is provided to each county. The funding formula takes into consideration the information learned from the national census concerning the number of aging populations in each area. Refer to Section Two of this RFP for instructions on how to bid on Title III services.

American Rescue Plan Act Information

Behavioral Health Services and Social Isolation Interventions services will initially be funded through one-time American Rescue Plan Act (ARPA) funds which are set to expire on 9/30/2024. Funding is available for the five-county service area. COA is seeking to fund new innovative pilot programs that address Behavioral Health and Social Isolation. Based on their success data, we will determine where to continue the program with additional funding to meet the greatest need for the least amount of cost. Bidders have the option to apply for ARPA one-time funding and continued funding after the initial pilot. Continued funding of the program is contingent on pilot outcomes and availability of funding after Title III services are awarded. Refer to Section Three of this RFP for instructions on how to bid on ARPA services.

Elderly Services Program Home Delivered Meal Service Information

Council on Aging of Southwestern Ohio (COA) is accepting proposals from qualified bidders interested in contracting with COA to become a Nutrition Provider for meal delivery to older adults of COA's Elderly Services Program (ESP) Home Delivered Meal (HDM) Program in Butler, Clinton, Hamilton, and Warren Counties. COA is looking to modernize the home delivered meal experience for the client by embracing principles of innovation and collaboration while maintaining a person-centered approach. The goal is to attract the highest quality providers at the lowest cost, who can provide appealing, innovative, nutritious meal options for older adults' changing needs, while meeting the requirements and demand for services.

The HDM program is funded by federal, state, and county levies and revenues, with the primary funding sources being Title III-C funds of the Older Americans Act, and the Butler, Clinton, Hamilton, and Warren County Elderly Services Program. Refer to Section Four of this RFP for instructions on how to bid for the HDM service.

Elderly Services Program Adult Day Service Information

Council on Aging of Southwestern Ohio (COA) is accepting proposals from qualified bidders interested in contracting with COA to become an Elderly Services Program Adult Day Service Provider for older adults in Butler, Clinton, Hamilton, and Warren Counties. This service also requires bidders to provide Adult Day Transportation Service.

COA is looking to collaborate with agencies willing to modernize and change the perception of the Adult Day Service (ADS). COVID caused many adult day programs to close. We are seeking ADS providers to develop ways to address needs, bring in new programming and find new ways to attract older adults to this service. The goal is to attract the highest quality providers at the lowest cost, who can provide engaging and innovative programs, safe and attentive care, and support and respite for caregivers, while meeting the requirements and demand for services. COA seeks to add new adult day facilities to the area and encourages agencies to develop transportation routes to include underserved and hard to reach areas.

The ADS program is funded by federal, state, and county levies and revenues, with the primary funding sources being Title III-E funds of the Older Americans Act, and the Butler, Clinton, Hamilton, and Warren County Elderly Services Program. Refer to Section Five of this RFP for instructions on how to bid for the ADS service.

Agency Background

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 (AAA) for Butler, Clermont, Clinton, Hamilton, and Warren counties. These five counties comprise Planning and Service Area Number 1 (PSA-1) in the State of Ohio. Our mission: Enhance lives by assisting people to remain independent through a range of quality services. These include advocacy, caregiver support, counseling, health promotion, home and community-based services, legal assistance, nutrition, senior centers, and transportation.

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

Request For Proposal Number	Proposal Name
RFP 001-23	Title III, ARPA, NSIP, SCS Alzheimer's Respite, ESP ADS and HDM
Important Dates	
Bidders Meeting	Wednesday, April 26, 2023
	11:00 am – 1:00 pm
	Midpoint Library West Chester
	9363 Centre Pointe Drive
	West Chester, OH 45069
Last Day to Submit Questions in Bonfire	Friday, April 28, 2023 at 4:30pm
COA Posts Responses to Questions in Bonfire	Wednesday, May 3, 2023 at 4:30pm
Proposal Due Date	Wednesday May 17, 2023 at Noon EST
Estimated Award Date	Week of August 14, 2023
Contract Start Date	October 1, 2023

Important Dates

Electronic Proposal

COA is pleased to announce the use of Bonfire, a competitive bidding platform for electronic proposal information and submissions in 2023. The 001-23 Request for Proposal (RFP) for Title III and Elderly Services Program (ESP) must be submitted electronically using the Bonfire Platform no later than May 17, 2023, at noon EST. **No late bids will be accepted**.

All communication (responses to questions, addendums, and award notices) regarding this RFP will be generated from Bonfire. Contact the Bonfire Support Team at <u>Bonfire Vendor Support (gobonfire.com)</u> or by calling their vendor support line at 1 (800)-354-8010 for all technical questions regarding the use of this platform.

Bidders Meeting

COA will conduct a bidders meeting on Wednesday, April 26, 2023, 11:00 am - 1:00 pm at Midpoint Library West Chester to review the RFP and answer questions from prospective bidders. Every effort will be made to address questions submitted via Bonfire prior to Friday April 21, 2023, at the bidders meeting.

Integrity of the Procurement Process

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

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

Section Two: Title III, Senior Community Services State Subsidy, Alzheimer's Respite, Nutrition Services Incentive Program

Program Background

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

Service Prioritization

The federal Older American's Act requires the Ohio Department of Aging (ODA) to develop a state-wide strategic framework outlining how to improve the quality of life and personal choice for older Ohioans, adults with disabilities, and their families and caregivers. The current state plan covers federal fiscal years 2023 – 2026 and identifies priorities that focus on addressing the following areas:

- Community Conditions: Improving financial stability, access to housing, and access to transportation
- Healthy Living: Improving nutrition and physical activity
- Access to Care: Improving healthcare coverage and affordability, home and community-based services, workforce capacity, and caregiver support
- Population Health: Reducing cognitive difficulty, hypertension, and depression
- Preserving Independence: Improving chronic pain management and fall prevention

To determine area service priorities, COA worked with ODA to gather information from our five-county region, facilitating a public hearing July 2022 at the COA office, conducting client focus groups, and contracting with Scripps Gerontology Center of Miami University to conduct interviews and surveys with non-COA clients and area older adults. Information was collected to identify service gaps and needs, priorities, and where financial investments would be most beneficial, serving the specific service needs identified. This information gathered from our regional assessment, was then utilized to develop the COA area plan which was adopted and approved by ODA.

COA, with limited funding available, will award contracts for services first based on those that are mandated by the Older Americans Act (OAA) and then by priority by funding source in order to best meet the needs of seniors residing in our five-county service area. Although some services are OAA mandated services, there may be restrictions and limits in how the funds may be used. COA will fund mandated services to the minimum required by the OAA and will then fund services based on priority within funding sources. COA's prioritization is geared toward serving those with the greatest economic and/or social need and providing services that are most closely aligned with COA's Mission and Strategic Plan. Title III service priorities are identified in **Table 2**. All services will be competitively bid in 2023 with the exception of Ombudsman services, which are required to be distributed per ODA policy.

Table 2

2023 Funding Priorities based on AAA1 Area Plan: Rank Ordered by Priority					
Behavioral Health Service	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III B			
Social Isolation Interventions	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III B			
Transportation	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III B and SCS			
Congregate Meals – Mandated	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III C1, NSIP			
Home Delivered Meals – Mandated	Clermont County	Title III C2, NSIP, Title III E Kinship meals			
Adult Day Service/Caregiver Respite - Mandated	Clermont County	Title III E, Alzheimer's Respite			
Supportive Services to include: •Technology Assistance •Grocery Ordering	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III B			
Ombudsman - Mandated	ProSeniors (designated by ODA to serve all 5 counties)	Title III B			
Legal Services – <mark>Mandated</mark>	One Provider to serve all 5 counties	Title III B			
Caregiver Services •Family Caregiver Support Program Support Group •Family Caregiver Support Program Counseling	Butler, Clermont, Clinton, Hamilton & Warren Counties	Title III E			
Alzheimer's Education	Butler, Clermont, Clinton, Hamilton & Warren Counties	Alzheimer's Respite			

American Rescue Plan Act (ARPA) Grant Funding **One-Time Funding Contracts 10/1/23 through 9/30/24**					
Behavioral Health Butler, Clermont, Clinton, Hamilton & Warren Counties ARPA					
Social Isolation Interventions Butler, Clermont, Clinton, Hamilton & Warren Counties ARPA					

Funding Formula

Table 3

COA receives allocated amounts of funding by category from ODA and applies a "funding formula" to the allocated funds to determine the equitability amount of funding among counties. COA allocations are subject to final budget allocations awarded by ODA. Available funding could be depleted before the lower priority services are funded. In order to ensure each county receives its fair share of funds, COA will calculate a total award amount based on the following funding formula: \$110,000 base funding for each county with the remainder distributed based on the following: 43% 60+ population; 28% 75+ population; 11% 60+ poverty; 8% minority; 8% living alone; 2% rural. See **Table 3** for census data.

COUNTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	POPULATION	POPULATION 60+	POPULATION 65+	POPULATION 75+	POPULATION 85+
BUTLER	382,129	81,002	56,487	22,731	6,954
CLERMONT	205,616	47,948	33,587	13,136	3,501
CLINTON	42,000	9,970	7,113	2,874	861
HAMILTON	815,790	177,687	125,679	53,084	17,731
WARREN	232,540	48,312	33,578	13,318	3,948
TOTAL	1,678,075	364,919	256,444	105,143	32,995

COUNTY	FEMALE 60+	MALE 60+	RURAL POPULATION 60+	LIVING ALONE 65+	MINORITY 65+	LIMITED ENGLISH PROFICIENCY 65+
BUTLER	44,276	36,726	2,155	14,603	5,328	798
CLERMONT	26,133	21,815	-	8,567	992	116
CLINTON	5,238	4,732	9,970	2,442	198	-
HAMILTON	99,467	78,220	-	40,717	31,124	983
WARREN	26,239	22,073	-	6,836	1,839	349
τοται	201 353	163 566	12 125	73 165	39 481	2 246

Non-Federal Match

Recipients of Title III funds must contribute non-federal matching funds towards the program. Matching funds refers to the amount of non-federal funds the Recipient must contribute in order to receive federal funding for the program. The amount of match required (15% or 25%) will depend on the service awarded. Budget worksheets (Excel) included in Bonfire will compute the required match for each service bid in this RFP. Budget worksheets must be completed for <u>each</u> Title III service requested and uploaded in Bonfire. Match money will be audited to ensure the required minimum amounts are met.

Service Qualifications and Proposal Requirements

Bidders are required to provide services in accordance with the service specifications found in Exhibits 4-14 for the services selected by the bidder. Title III Services are not care-managed by COA and therefore agencies are responsible for identifying eligible clients for service delivery.

Any business or organization that wishes to submit a bid to provide a federally funded service must have a Unique Entity ID, issued by the federal government (or already be in the process of obtaining this ID). The Unique Entity ID is a 12-character alphanumeric ID assigned to an organization or business (called an "entity") by <u>SAM.gov</u>. Additional information regarding this ID can be found in Attachment 7.

Bidders are required to respond to the evaluation criteria and submit proposal requirements for each of the services requested for contract. Once you have selected the services you wish to bid on in step one, the required proposal requirements associated with those services will automatically be generated for your completion in step two within Bonfire. See Section Six of this RFP for Evaluation Criteria and Proposal Requirements.

Things to consider when bidding on the following Title III services:

- Congregate meals are federally mandated services. A list of current Congregate Dining Provider sites and map of site locations can be found in Attachment 1. COA is looking, long-term, at how to modernize the nutrition program serving older adults. COA is seeking providers who will lead the way to increase cultural variety, offer desired meal options, and create opportunities to use innovation for meal service. Such innovation may be obtaining a meal from, or at, a restaurant. COA is currently piloting a dining project based in restaurants called Swipe 'N Dine in Hamilton County. COA is looking to expand this option in all five counties.
- Transportation must include door-to-door, standby and/or physical assistance by driver.
- ODA designates ProSeniors as the Ombudsman provider. ProSeniors has an option to compete for funding over the mandated amount; therefore, Ombudsman is included in the RFP.
- Home Delivered Meals and Adult Day Services for Title III are designated for Clermont County only. See Attachment 2 for volume estimates for HDM. Bidders interested in furnishing these services for Butler, Clinton, Hamilton, and Warren Counties will need to apply for the Elderly Services Program portion of this RFP.
- Supportive Services include new consumer support tasks of Technology Assistance (examples include device set up, uploading applications, set up access to electronic medical charts) and Grocery Ordering (examples include education on how to use an application and assistance in placing an online grocery order). Clients will utilize delivery services available with their preferred grocer.
- Behavioral Health and Social Isolation Interventions funding for on-going services is contingent upon available money remaining after mandated and other services have been funded. ARPA and Title III funding are two different funding sources and bidders should apply for <u>both</u> sections in Bonfire if interested in contracting for ongoing funding services.

Bid Rates

Bidders will select the service and counties for service delivery. For each service requested the bidder will provide the number of units of service for the contract year and a rate of service, per unit, per the definition. The worksheet will calculate the total funding requested. Bidders are required to complete the Title III Services Rate Table in Bonfire. Rates are fixed for the duration of the contract.

Contract

Title III and State fund agreements are maximum award agreements in that the amount awarded by COA represents the maximum funding amount that your agency will be compensated for that proposed service for each fiscal year.

All unit reimbursement rates may be subject to a unit cost cap established by COA.

The multi-year term of the contract ("Agreement") between COA and the Provider will be October 1, 2023 through September 30, 2026, or such earlier time as may be agreed upon, or as may be indicated elsewhere within this RFP, or in the contract awarded to the selected bidders. The Agreement can be extended or renewed at COA's sole and absolute discretion. The Agreement will be in substantially the form of Appendix A to the RFP, with such changes as may be deemed necessary by COA.

COA may terminate an Agreement, rather than fulfill all years of the multi-year term, under any one or more of the following circumstances:

- The Provider does not demonstrate satisfactory performance.
- COA does not have funds available to pay for the services for a subsequent year
- A situation arises that was unforeseen at the time of entering the Agreement. Examples of unforeseen situations are changes in market conditions or changes in law regulating the services the Agreement covers

Although the Agreement will be awarded through September 30, 2026, funding is only being awarded through the end of the Title III Program Year (PY), September 30, 2024. Funding will be awarded for PY 2025 (October 1, 2024 through September 30, 2025) and PY 2026 (October 1, 2025 through September 30, 2026) at COA's sole discretion based on, but not limited to: provider performance, available funding, program requirements and priorities, consumer needs, changing market conditions, changes in the law regulating the goods or services the Agreement covers, and alignment with COA's Mission and Vision.

Software and Billing

All Title III Providers are required to use WellSky Aging and Disability Solutions platform for reporting and billing of contracted services, except for Ombudsman Service.

Section Three: American Recovery Plan Act (ARPA) One-time Pilot Funding

COA is seeking to fund innovative pilot programs with one-time ARPA funds for programs that address Behavioral Health and Social Isolation Interventions. A proposal or project must benefit older adults who qualify for Behavioral Health or would benefit from Social Isolation Interventions in our five-county region. ARPA funding allows providers to pilot activities and measure outcomes which will impact future program decisions should traditional Title III funds be prioritized to address this need on an ongoing basis. COA may request pilot data.

Behavioral Health Programming is comprised of the following two areas:

- Community-based evidence-based models of care through National Council on Aging (NCOA) with a focus on reducing and addressing symptoms of depression in older adults such as HEALTHY IDEAS and IMPACT. Contracted providers can implement HEALTHY IDEAS and/or the IMPACT model as part of existing programming or use to initiate evidence-based programming as a pilot.
- 2. Community-based programming that includes treatment modalities such as cognitive behavioral therapy and psychotherapy therapeutic models focusing on reducing depression, anxiety, and isolation.

Social Isolation Interventions should be designed to help older adults improve social connectedness and become more active doing the things they enjoy. Interventions should be purposeful in ongoing engagement of the older adults to ensure the development of social connections to decrease ongoing isolation and loneliness. The service is suggested to be provided in the following ways:

- 1. In-person or virtual group activities that foster social connectedness.
- 2. Telephonic Activities to reduce social isolation and loneliness.
- 3. One-on-one activities to reduce social isolation and loneliness.

Evaluation Criteria and Proposal Requirements

Bidders are required to respond to the evaluation criteria and submit proposal requirements for <u>each</u> of the services requested for contract. Once you have selected the services you wish to bid on in step one, the required proposal requirements associated with those services will automatically be generated for your completion in step two within Bonfire. See Section Six of this RFP for Evaluation Criteria and Proposal Requirements.

Requirements of One-time Pilot Funding:

- Funding must be spent by September 30, 2024.
- Any business or organization that wishes to submit a bid to provide a federally funded service must have a Unique Entity ID, issued by the federal government (or already be in the process of obtaining this ID). The Unique Entity ID is a 12-character alphanumeric ID assigned to an organization or business (called an "entity") by <u>SAM.gov</u>. Additional information regarding this ID can be found in Attachment 7.
- Bidders must meet all Title III Bidder Requirements and respond to criteria as outlined in Bonfire.
- Submit the total amount of funding to implement services in the five-county region. One-time expenses may include the initial costs needed to start a project/pilot or expansion of an existing program.

- The budget narrative must describe program costs which may include personnel (both programmatic and administrative), supplies, set-up fee/annual license fee, training, travel, program leader stipends recruitment, assessment, pre- and post-measurement, reporting, travel time (if applicable), etc.
- The required match for the requested funds is 15% for federal grants. Please use the link below for additional information on supplemental funding provided by the American Rescue Plan Act (ARPA) COVID-19 FAQ, American Rescue Plan (Fiscal Questions and Answers) (acl.gov)

Section Four: Home Delivered Meals Service

Home Delivered Meals

Council on Aging of Southwestern Ohio (COA) is looking for nutrition providers who recognize and embrace the need to modernize the home delivered meal experience for today's and tomorrow's older adults. Special consideration will be given to proposals that demonstrate innovation and collaboration, within and outside of the provider network, to support a person-centered approach. Person-centered direction places individualized client needs and preferences at the forefront of service delivery. These principles guide the modernization of the program to continually meet the ever changing and growing needs of our clients by offering more variety with cultural and ethnic meal options, bringing new ideas, and improving the service to create a better experience for the client.

COA is committed to a Home Delivered Meal Program that provides nutritious meals to those we serve, in the most efficient, and cost-saving manner. Awarding a senior building to a single provider is one such way to do this. Bidders may propose their interest in being the single provider for a senior building with a competitive rate. Attachment 2 contains a list of senior buildings that are being considered to become a single provider with meal service volume data. Data is for information purposes only and listed buildings may or may not be designated as single provider buildings. COA reserves the right to designate buildings as single provider locations during the evaluation process.

The contract period is October 1, 2023, to September 30, 2026, with two (2) additional one (1) year renewable options.

Service Qualifications and Requirements

All Bidders must meet the Conditions of Participation (see Exhibit 1), Service Specifications (see Exhibit 4), and all terms and conditions within this document, including all Appendices, Attachments and Exhibits, if selected to receive an Agreement. Please read this document in its entirety. Please note that the Service Specifications have been updated. Pending approval by Warren County Advisory Council, they will be effective October 1, 2023, with the contract.

Bidders are required to respond to the evaluation criteria and submit proposal requirements for the HDM service. Once you have selected the services you wish to bid on in step one, the required proposal requirements associated with those services will automatically be generated for your completion in step two within Bonfire. See Section Six of this RFP for Evaluation Criteria and Proposal Requirements.

COA is seeking providers to produce or subcontract Regular, Therapeutic, Mechanically Altered, and Shelf Stable meals with the ability to deliver both daily and weekly. Use of a commercial or common carrier is not an acceptable form of delivery unless prior approval is received from COA. COA is seeking to contract with a single Kosher provider for all four counties.

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

1. By being a Self-Producer of Packaged Meals, who is licensed by the Ohio Department of Agriculture and meets the HDM service specifications found in Exhibit 4

- 2. By contracting with a Meal Distributor, who is licensed by the Ohio Department of Agriculture and meets the HDM service specifications found in Exhibit 4
- 3. By contracting with an entity, with the proper licensing and acceptable food safety inspection report. The entity could be but is not limited to one of the following:
 - a caterer
 - a self-producer of packaged meals,-
 - a packaged meal distributor
 - a restaurant

Bid Rates

The bidder is required to complete a bid rate table for each county they are proposing to provide this service. The Home Delivered Meal Bid Rate Tables can be found in step 2 of your submission within Bonfire. Instructions on how to complete the tables are provided on the first tab of the worksheet.

Things to consider when bidding on HDM Service:

- For all nutrition providers who use subcontractors, there is a direct relationship between the nutrition provider and the subcontractor. The provider is responsible for ensuring the subcontractor is in compliance with all food safety requirements. Problem resolution should occur between the nutrition provider and the subcontractor. COA will act as mediator whenever requested.
- The bidder may choose all zones or specific zones within each county. Bid tables are separated by county. See Attachment 3 for Elderly Services Program zone designations and maps.
- Daily and weekly rates are required for Regular, Therapeutic, Mechanically Altered, and Shelf Stable Meals.
- Kosher Meals are the only optional meal type in this RFP. All other meal types are required. If bidding for Kosher Meals, a daily and weekly rate is required.
- Bidder has the option to submit a bid rate for potential single provider buildings. See Attachment 2 for potential single provider building information. Data is for information purposes only.
- Rates are required for years 1-3 as well as for the renewable options for years 4 and 5.
- Home Delivered Meal service volume estimates from October 1, 2021, to September 30th, 2022 can be found in Attachment 2. Data is available for home delivered meal service volume by zone in each county. Data is for information purposes only.

Requirement for New HDM Providers prior to Contract

Any bidder whose proposal successfully completes the evaluation process but does not have a current HDM contract with COA, is subject to a pre-certification review prior to receiving an HDM Agreement. All new bidders must meet the requirements for the Home Delivered Meal program.

Software and Billing

All HDM Service Providers are required to use COA's care management and provider management platform - CareDirector. The provider must utilize CareDirector for client service authorizations, monthly billing and other related provider communication.

Section Five: Adult Day and Adult Day Transportation

Adult Day Service

As a part of COA's services, adult day services are offered to eligible seniors through the Elderly Services Programs (ESP) in Butler, Clinton, Hamilton, and Warren Counties. Adult day services are community-based group programs designed to meet the needs of functionally and/or cognitively impaired adults through an individual plan of care. These structured, comprehensive programs generally operate during normal business hours, five days a week and provide a variety of health, social, and other related support services such as personal care and socialization in a protective setting during any part of a day, but less than 24-hour care. Transportation services are also a requirement of this service.

COA is committed to the Adult Day Service (ADS) program and seeks to contract with agencies willing to collaborate with stakeholders in modernizing programming to address social isolation and to expand participation opportunities for clients residing in the ESP program area. The map found in Attachment 4 shows the locations of our current ADS provider network. The map identifies three distinct areas that have high proportions of older adults over 60 and a contracted ADS facility does not exist. COA encourages bidders to consider development in these areas. Bidders are also encouraged to develop transportation resources to accommodate the hard to serve areas.

The contract period is October 1, 2023, to September 30, 2026, with two (2) additional one (1) year renewable options.

Service Qualifications and Requirements

All Bidders must meet the Conditions of Participation (see Exhibit 1), Service Specifications (see Exhibits 2 & 3), and all terms and conditions within this document, including all Appendices, Attachments and Exhibits, if selected to receive an Agreement. Please read this document in its entirety. Please note that the Service Specifications have been updated. Pending approval by Warren County Advisory Council, they will be effective October 1, 2023, with the contract.

Bidders are required to respond to the evaluation criteria and submit proposal requirements for the ADS service. Once you have selected the services you wish to bid on in step one, the required proposal requirements associated with those services will automatically be generated for your completion in step two within Bonfire. See Section Six of this RFP for Evaluation Criteria and Proposal Requirements.

Adult Day Service volume estimates from October 1, 2021, to September 30, 2022 can be found in Attachment 4. Data is available for Adult Day and Adult Day Transportation service in each county. Data is for information purposes only.

Bid Rates

The bidder is required to complete a bid rate table for each county they are proposing to provide this service. The Adult Day Service and Adult Day Transportation Bid Rate Tables can be found in step 2 of your submission within

Bonfire. Instructions on how to complete the tables are provided on the first tab of the worksheet.

Adult Day Service rates for years 1-3 as well as for the renewable options for years 4 and 5 are requested for this RFP. See Adult Day Service and Adult Day Transportation Bid Rate Tables in Bonfire.

Things to consider when bidding on adult day services:

- The ADS rate submitted should be bid for one service unit. One unit for ADS includes the client attending the adult day program for less than four hours per day. Two units is equivalent to four or more hours of attendance per day.
- Enhanced and Intensive rates may differ as the level of service is different, but the rate must be the same for each county. See Exhibit 2 for definitions of service levels.
- When bidding on more than one county, the rate per service must be the same for all counties.
- Rates are required for years 1-3 as well as for the renewable options for years 4 and 5.
- Due to the limited number of sites in the region, bidders are encouraged to bid on all four counties.
- Only those adult day providers who bid and are contracted to accept client referrals in a county, will be permitted to accept clients that reside within that county. ESP clients are able to attend ESP ADS programs outside of the client's county of residence as long as the ESP ADS provider is contracted in that county.
- Bidding on counties outside of the physical location of your facility does not require your agency to provide ADS transportation to each outside county that you bid on.

Things to consider when bidding on adult day transportation:

- The ADS Transportation unit rate is a one-way trip. The unit rate for transportation is fixed and should include the cost of transporting the client one-way from each of the respective zones you bid upon. See Exhibit 3 for service definitions and requirements.
- Rates may differ by zone/county. See Attachment 3 for Elderly Services Program zone designations and maps.
- Rates are required for years 1-3 as well as for the renewable options for years 4 and 5.
- It is an industry standard that ADS transportation trips include multiple passengers.
- The need for ADS services is great and clients may not live in your surrounding area.
- Only those adult day providers who are contracted to accept referrals in a zone/county, will be permitted to deliver services within such zone/county.

Requirement for New ADS Providers prior to Contract

Any bidder whose proposal successfully completes the evaluation process but does not have a current ADS contract with COA, is subject to a pre-certification review prior to receiving an Adult Day Service Agreement. All new bidders must meet the requirements for the adult day and adult day transportation program.

Software and Billing

All Adult Day Service Providers are required to use COA's care management and provider management platform - CareDirector. The provider must utilize CareDirector for client service authorizations, monthly billing, and other related provider communication.

Section Six: Proposal Evaluation

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

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

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

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

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

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 submitted proposals.

Scoring of Submission

The committee will base the evaluations on the following criteria:

High Score Reasons	Medium Score Reasons	Low Score Reasons
Complete and Concise Response	Mostly Complete Response	Incomplete Response
Strongly Fits Desired Attributes	Partially fits Desired Attributes	Missing/Mismatched Attributes
High Level of Detail in Response	Medium Level of Detail in Response	Poor Level of Detail in Response
Well-Supported Claim(s)	Partially Supported Claim(s)	Unsupported Claim(s)

The tables below provide criteria, submission descriptions, and scoring guidelines. Each program will be scored separately.

Scoring Breakdown by Program				
	Title III	ESP HDM	ESP ADS & ADS Transportation	ARPA
Every Bidder Questions	55	55	55	55
Service Specific Questions	45	45	45	45
Grand Total	100	100	100	100

Scoring Criteria for	Every Bidder	
Questions/Required Responses	Type of Submission	Max Points
1. Provide a brief explanation of your agency's Experience and Commitment to Older Adults.	Narrative (no more than one page)	10
2. Please provide concise information of the top 3-5 initiatives focused on the aging population bidder has implemented over the last 12-18 months.	Narrative (no more than one page)	10
3. Do you have an emergency preparedness plan (applicable to your service) that addresses: unexpected closures, shutdowns, pandemics etc., staffing shortages, food and supply shortages, food safety concerns, equipment and vehicle failures, and environmental emergencies?	General Bidder Questionnaire	5
 4. Staffing a. Provide the top three objectives which support growth and retention of staff over the next 3 years. b. Does your agency have an initiative/training that focuses on diversity, equity, and inclusion? 	General Bidder Questionnaire	5
 5. Quality Improvement a. Do you have an implemented written Quality Improvement process? b. What standards do you use to assess quality? c. Do you have a complaint policy? d. Are there any pending legal issues or complaints against your company? 	General Bidder Questionnaire	10
 County Presence – Do you have a physical location in any of the five-county region (Butler, Clermont, Clinton, Hamilton, or Warren County)? – Have you hired employees that live in the county? 	General Bidder Questionnaire	5
 7. Submit the following financial information: a. Independent Audit Report OR Prior year's tax return (All Schedules + income and balance sheets) b. A/P Aging (classified in 30, 60, 90 days past due) c. 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. 	Submission	10 Not Gerrad
 I have read the service specifications for the programs that I am responding to and attest to being in compliance with the requirements at start of contract 	General Bidder Questionnaire	Not Scored
MAX TOTAL FOR EVERY	BIDDER QUESTIONS	55
Submissions for Every Bidder		
Bidder's Information Form (Refer to Attachment 6)		Upload
Attestations (Refer to Attachment 6)		Upload
Certificate of Secretary of State		Upload
Current Bureau of Workers' Compensation Certificate		Upload
Certificate of Insurance (Refer to Section 7 of this RFP for required coverage)		Upload

Scoring Criteria for Title III Bidders		
Questions/Required Responses	Type of Submission	Max Points
1. What are your future ideas/goals/focus for	Narrative (no more	
service delivery to meet the changing needs	than one page)	25
of the older adults ?		
2. Develop and submit a consumer contribution	Upload policy	
policy which adheres to <u>Rule 173-3-07 - Ohio</u>		Pass/Fail
Administrative Code Ohio Laws		
3. Focal Point Questions marked with an		
asterisk (*) are considered mandatory in		
order to receive the focal point		
designation. Proposals for Legal Assistance		
and Ombudsman services will not be		
penalized in the RFP evaluation process for		
not being a community focal point. If your		
organization operates multiple sites, please		
choose one facility to be the representative		
(focal point) for your agency.		
Service Availability		
a. *Is your facility open at least 5 full days a		
week and open to the public?		
b. *Is your facility's location/signage easily		
identified from the street?		
 *Is your facility ADA compliant for access to the building and restroom? 		
d. Is your facility open at least 2 of 7		
evenings per week or at least 1 day on	Title III and ARPA	5 = Designation as a
the weekend?	Bidder Questionnaire	Focal Point
e. In the event of an emergency, is your		
facility used as an emergency shelter by		
local authorities or the Red Cross?		
Facility Accessibility		
f. Is your facility within walking distance of		
a bus line?		
g. Does your facility have free and ample		
parking?		
Service to the Community		
h. Can the community obtain information		
and access to services for older adults		
and their families?		
i. Do you provide direct service provision		
for older adults and their families?		
j. Does your organization offer community		
outreach or educational activities on		
aging issues?		
4. Submit your Unique Entity ID 12-character	Title III and ARPA	E
alphanumeric ID	Bidder Questionnaire	5

 5. Targeting – a. Describe the agencies history of providing services to consumers with the greatest economic and/or social needs with particular attention to consumers who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement. b. Provide the percentage of clients in your current programs that meet the target population with the greatest economic and/social need. c. List 3 plans for providing outreach to targeted populations including geographic locations. d. List 3 strategies to retain active participants that meet target population criteria. 	Narrative (no more than one page) and Title III and ARPA Bidder Questionnaire	10
тот	AL FOR TITLE III QUESTIONS	45
Congregate Meal Submissions and ADS and HDM Subm	•	
1. Submit copies of menus from the last 3 months.	Upload menus	
2. Provide a copy of your last food safety inspection report or evidence of exemption.	Upload food inspection report	
 3. How will your agency produce/procure meals: a. I am a Self-producer b. I contract with a meal producer c. I contract with an entity as defined in HDM Section 4 of this RFP. 	Congregate Meal Questionnai	re

	Scoring Criteria for ARPA			
	Questions/Required Responses	Type of Submission	Max Points	
1.	Provide details of the program/pilot you propose to provide and include how you will reach the older adult, gather interest and engage with them?	Narrative (no more than one page)	10	
2.	Include a budget narrative to support the one-time funding request.	Narrative (no more than one page)	10	
3.	What tools will you use to determine effectiveness?	ARPA Questionnaire	10	
4.	Submit your Unique Entity ID 12-character alphanumeric ID	ARPA Questionnaire	5	
5.	How many older adults do you expect to engage in your program?	ARPA Questionnaire	5	

6.	Could your program be replicated in multiple locations?	ARPA Questionnaire	5	
	TOTAL FOR ARPA FUNDING QUESTIONS		45	

	Scoring Criteria for Home Delivered Meals Bidders		
	Questions/Required Responses	Type of Submission	Max Points
1.	What are your objectives in Year 1 to meet the changing needs of older adults (variety and choice)? (See HDM Section 4 of this RFP for program overview.)	Narrative (no more than one page)	20
2.	Where will your focus be in Years 2 and 3 to meet the changing needs of older adults?	Narrative (no more than one page)	15
3.	What collaboration efforts have you made and what collaboration efforts do you expect to make in the future?	Narrative (no more than one page)	10
4.	What county(s) are you proposing to provide the service?	HDM Questionnaire	Not scored
5.	 How will your agency produce/procure meals: a. I am a Self-producer b. I contract with a meal producer c. I contract with an entity as defined in HDM Section 4 of this RFP. 	HDM Questionnaire	Not scored
		TOTAL FOR HDM QUESTIONS	45
Н	HDM Submissions		
6	. Submit copies of menus from the last 3 months	of menus from the last 3 Upload menus	
7.	Provide a copy of your last food safety inspection report or evidence of exemption.	Upload food inspection report	

Scoring Criteria for Adult Day Services and Transportation Bidders		
Questions/Required Responses	Type of Submission	Points
1. What role will you, or are you taking in	Narrative (no more	
collaborating with community stakeholders	than one page)	
and other ADS providers in advocacy and		15
innovation to change the perception and		15
service delivery of ADS? (See Section 5 of		
this RFP for program overview.)		
2. How do you ensure client choice, person-	Narrative (no more	
centered care, and client culture are part of	than one page)	15
your service programming?		
3. Submit the RN licensure number	ADS and Adult Day	
	Transportation	5
	Questionnaire	
4. How will your agency produce/procure meals:	ADS and Adult Day	
a. I am a Self-producer	Transportation	
b. I contract with a meal producer	Questionnaire	Not scored
c. I contract with an entity as defined in		Notscored
HDM Section 4 of this RFP.		
5. How will your agency comply with the	ADS and Adult Day	
transportation requirements:	Transportation	
a. I will provide transportation and attest to	Questionnaire	
meeting all of the ADS transportation		10
requirements		10
b. I will subcontract with an agency and attest		
to ensuring the subcontractor meets all of		
the ADS transportation requirements.		
6. Transportation –	ADS and Adult Day	
a. List the types of vehicles your agency uses	Transportation	
to transport clients (van, wheelchair van,	Questionnaire	
etc.)?		Not scored
b. How many qualified drivers do you		
employ?		
	TOTAL FOR ADS QUESTIONS	45
ADS Submissions		
 Submit copies of menus from the last 3 months 	Upload menus	
 Provide a copy of your last food safety inspection report or evidence of exemption. 	Upload food inspection repor	t

Section Seven: Insurance & Workers' Compensation

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

- 1. The bidder shall furnish COA with a Certificate of Insurance (Acord 25 Form) evidencing bidder's liability insurance meets the proper requirements.
- 2. Comprehensive general liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Insurance Certificate shall name "Council on Aging of Southwestern Ohio (COASW)" as an additional insured and shall include a provision that requires written notice to COA at least thirty (30) calendar days in advance of any cancellation or non-renewal of coverage.
- 3. Third Party Fidelity or similar insurance covering client loss due to theft of client's property or money by any employee or volunteer of the Bidder.
- 4. Automobile liability insurance, as applicable, covering all vehicles leased or owned by Provider that are used or operated to deliver service(s) of transportation, adult day service transportation and meal delivery with coverage against claims for injury and/or death in the amount of not less than \$1,000,000 per occurrence.
- 5. A fidelity bond covering all individuals authorized by the Bidder to collect and/or disburse funds.
- 6. Professional liability insurance for providers of Adult Day Services, Legal Assistance, health care services, social work/counseling, and/or nutritional consultation insuring Provider and such professionals against any and all claims, actions, causes, costs and expense relating to or arising out of the performance of services, on an occurrence basis, or claims made with appropriate tail coverage. The minimum amount of coverage shall be \$2,000,000 for each incident and \$2,000,000 annual aggregate.
- 7. The Bidder shall have all of the above-described insurance in full force and effect prior to the commencement of work. The insurance must be through a carrier licensed in the State of Ohio and reasonably acceptable to COA.
- 8. The insurance required under this RFP shall cover acts or omissions of both paid employees and volunteers working for the Bidder.
- 9. The Bidder shall require the same amount of insurance from all subcontractors utilized under this agreement.
- 10. Bidders must submit a current Workers' Compensation Certificate with their proposal.

Section Eight: General Terms & Conditions

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

- 14. Only information which is the nature of legitimate trade secrets or non-published financial data may be deemed proprietary. Any material within a proposal identified as such must be clearly marked "proprietary" and will be handled accordingly. Any proposal marked "proprietary" or "confidential" in its entirety may be rejected without further consideration. Any challenge to COA withholding this information as "proprietary" or "confidential" requiring legal defense, the cost of such defense shall be borne by the bidder.
- 15. COA is not responsible for any costs incurred by prospective bidders. Costs associated with developing the proposal and any other expenses incurred in responding to this RFP are entirely the responsibility of the prospective bidder and shall not be reimbursed by COA.
- 16. Bidders who are successful and awarded contracts must agree to provide all documentation and assurances as outlined in the attached sample contract.
- 17. COA reserves the right to make changes in program requirements, procedures, and terms after the bids have been submitted, opened, and reviewed in order to maximize delivery of services consistent with the objectives of the program.
- 18. Contracted Provider must carry adequate insurance coverage to meet the specifications of this RFP provided as part of the Insurance and Workers' Compensation section.
- 19. Contracted Provider must abide by the specifications set out in the Provider Requirements in an Emergency provided in the attached sample contract.
- 20. If awarded services, the selected bidder will enter into an Agreement substantially similar to the sample agreement shown in Appendix A.
- 21. In the event the Bidder is not awarded a contract and desires to appeal COA's decision, the bidder must follow the instructions provided in Appendix C: Appeals Process.
- 22. No identifying information protected by HIPAA shall be submitted in your proposal. Submitting HIPAA protected information, or other such protected information will be grounds for rejection of the proposal. This includes information known by, or previously reported to, COA. Bidders are reminded that bid documents are open to public scrutiny under Ohio Public Records laws.

APPENDIX A: Sample Agreements

ELDERLY SERVICES PROGRAM AGREEMENT

between

The Council on Aging of Southwestern Ohio and XXXXXXXXX

Dates: XXXXXXXX through XXXXXXXXX

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SECTION 1 INTRODUCTION

THIS AGREEMENT ("Agreement") is entered into effective XXXXXXXX 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 XXXXXXXXX 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 REQUIREMENTS, incorporated herein by reference.

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

order to assist older disaster victims.

SECTION 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, and approved format, 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 seventy-five (75) days after the end of the month in which Provider delivered the services. A Payment & Billing Schedule can be found on the COA website here: https://www.help4seniors.org/Service- Providers/Care-Management-Billing.aspx.

Extenuating circumstances that will cause a delay in billing should be promptly discussed with COA's Controller. Should a Provider feel that a claim, or claims, were rejected in error the Provider must submit a letter, or email, to COA's Controller listing at minimum the following information:

- 1. The reasons the billing was not accomplished timely.
- 2. The Provider's plan of action to make certain that billing is timely in the future.

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

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

Α.

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 6 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider shall comply with all applicable federal and state non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, age, disability or military status.
- C. Provider at its sole cost shall conduct a criminal background check as required within the Conditions of Participation and Service Specifications.

Provider shall incorporate the foregoing requirements in all Subcontracts for work hereunder. Subcontracts shall not be made without the prior knowledge of COA.

SECTION 8 EQUAL EMPLOYMENT OPPORTUNITY

D

- 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, including a consultant or other person who occupies a technical or professional position capable of substantially influencing the control or 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. Failure to provide such notice shall constitute material breach of this Agreement.

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 Audit Team 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:
 - Comprehensive general liability minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Provider shall furnish COA with a Certificate of Insurance evidencing Provider's liability insurance meets the proper requirements. The insurance certificate

shall name "Council on Aging of Southwestern Ohio (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 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. Commercial automobile liability insurance, covering all vehicles leased or owned by Provider that are used or operated to deliver service(s), with coverage against claims for injury and/or death in the amount of not less than \$1,000,000 per occurrence if providing transportation services.
- 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.
- 6. Workers' Compensation Insurance. The Provider is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other

party. The Provider shall provide all necessary unemployment and workers' compensation insurance for the Provider's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

- 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. Provider agrees to deliver memorandum copies of such policies to COA upon request. Provider agrees to make best efforts to provide COA at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies. 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 AMENDMENTS

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 to terminate or modify this Agreement or otherwise hold Provider accountable.

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 ninety (90) 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.

All such notices shall be in writing and shall be delivered according to the "Notice Requirements" provided in Section 17 of this Agreement.

Provider will be reimbursed for billable services delivered up to the date of termination if the following criteria is met:

- 1. Provider has billed for the services within seventy-five (75) days from the date of service delivery.
- 2. Provider provides service in accordance with the ESP Conditions of Participation, the applicable ESP Service Specification, and all conditions set forth in this Agreement.

Provider is to maintain all records for five (5) years from the date of termination in accordance with the requirements provided within Section 4 "Records and Documentation" of this Agreement.

Termination of this Agreement does not negate an audit to be conducted on the Provider. COA retains the right to request any documentation for an audit review when Provider notifies COA of termination. This review period can be for a timeframe up to 12 months prior to date of termination.

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.

- B. In addition, the Agreement may be terminated at any time (without 90 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 17 of this Agreement.
- C. 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

C.

- 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.
 - 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 ninety days (90) 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.
- D. 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 15 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

C. RELATIONSHIP OF THE PARTIES:

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

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

D. MEDIA, PUBLIC RELATIONS, AND OUTREACH:

Provider shall collaborate with COA to help ensure that media relations, public information, and outreach related to 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, <u>www.help4seniors.org</u>.

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 Manager in lieu of responding immediately to media queries. If it is not feasible for the Provider to contact the Communications Manager 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.

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.

E. 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.

F. 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.

G. 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.

H. 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.

I. DISPUTE RESOLUTION:

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

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.

J. CONTINUITY OF OPERATIONS:

Provider should have a plan in place to ensure continuity of operations in the event of an emergency and other contingencies, including but not limited to weather related situations. The Provider will notify COA immediately if the Provider is unable to provide services for which they are contracted and/or provide emergency response support as requested.

This includes, but is not limited to, closing for the day for weather-related reasons. Providers will report information to COA immediately if they believe a situation is developing that may severely impact their operational capacity or place clients at risk and/or upon request of COA or emergency management officials. The provider will notify COA immediately if the Provider has information about changes to client needs during an emergency.

K. 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 Director of Procurement & Provider Services 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.

L. PROVIDER NETWORK:

COA reserves the right, at its sole discretion, to expand and or refresh the Provider Network in any or all categories of service, to include the addition of categories or subcategories, or to meet geographic needs, by the issuance of additional RFP(s) or by other means, if it is deemed to be in the Client's best interest. COA intends to review and assess this need at least annually.

M. INTELLECTUAL PROPERTY; CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION:

COA shall have sole and exclusive rights to and interests in any rights, ownership, interests, and all intellectual property, including but not limited to copyrights, patents, technology secrets, commercial secrets, and others, arising from the performance by the Provider of its obligations under this Agreement, whether developed by either Party. The parties agree that this article survives the modification, termination, or expiration of this Agreement. Any and all intellectual property of COA and any and all confidential, proprietary and trade secrets of COA remains the property (hereinafter "IP") of COA at all times during this Agreement and thereafter. Such IP includes but is not limited to pricing information, strategic information and/or service delivery methodology or systems. COA does not transfer IP to the Provider or third-parties or authorize the Provider to disclose IP to third parties, without the express written consent of COA. COA preserves all legal remedies to protect its IP; and Provider agrees to Indemnify COA against losses or damages to COA as a result of any unauthorized use or disclosure of COA's IP.

N. CONFIDENTIALITY:

Confidential, proprietary, and trade secrets may be shared only with and among those contracted or subcontracted to provide services under this agreement and only for the purpose of fulfilling the requirements of this contract. Provider agrees to maintain confidentiality to the extent permissible by law.

O. NOTICES AND REPORTING:

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

P. SPECIAL CONDITIONS FOR HOME DELIVERED MEALS PROVIDERS

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

- 1. To attend meetings as requested by COA.
- 2. Menus of all meals served under this Agreement must be approved by COA's dietitian or other qualified licensed personnel.
- 3. Provider assures that where state or local public jurisdictions require licensure for the provision of services, the Provider will be licensed or will meet the requirements for licensure.
- 4. 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.
- 5. Provider will notify COA and the client in writing of the anticipated last day of service to a client in a care-coordination program no later than thirty (30) business days before the anticipated last day of service, unless the reason for discontinuing the service is hospitalization, institutionalization, or death of the client; serious risk to the health or safety of the provider; the client's decision to discontinue the service; or a similar reason why the provider is unable to notify COA thirty (30) days before the anticipated last day of services. The provider shall also notify the client how he or she may reach a long-term care ombudsman.

SECTION 16 EMERGENCY PREPARDNESS

Policy Statement:

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, tabletop, and other exercises, and providing contact and other organizational information.

SECTION 17 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 4601 Malsbary Road Blue Ash, Ohio 45242

If to Provider to:

SECTION 18 PRIORITY OF DOCUMENTS

The Agreement, the RFP, all attachments, appendices, addenda, 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 19 TERM OF THE AGREEMENT

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

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:
Signatory Name, Ti	tle
COA: Coun	cil on Aging of Southwestern Ohio
By:	
	Date:
Suzanne Burke, Chie	

SERVICE AGREEMENT

between

COUNCIL ON AGING OF SOUTHWESTERN OHIO

and

<<PROVIDER NAME>>

Funded by THE OLDER AMERICANS ACT OF 1965, AS AMENDED, Part A through E, including the Nutrition Services Incentive Program ("NSIP") and Senior Community Services State Subsidy, American Rescue Plan Act

October 1, 2023 through September 30, 2026

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ATTACHMENT B – FOCAL POINTS

ATTACHMENT C - SCHEDULE ATTACHMENT D - BUSINESS ASSOCIATE AGREEMENT (BAA) THIS AGREEMENT ("Agreement") is entered into by and between Council on Aging of Southwestern Ohio, hereinafter "COA," and <<PROVIDER>>, hereinafter "Provider," is effective October 1, 2023.

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

WHEREAS, Provider submitted a proposal in response to a <u>Request for Proposal to Provide</u> <u>Services</u> <u>funded by Title III of the Older Americans Act, Nutrition Services Incentive Program, and Senior</u> <u>Community Services State Subsidy</u> ("RFP") released by COA on April 17, 2023; and

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

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

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

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

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

Respite - Adult Day Service Rule (see service specification)	Alzheimer's
Education (see service specification)	
Behavioral Health (see service specification)	
Caregiver Services (see service specification)	
Congregate Dining Projects (see service specification)	
Home Delivered Meals Rule (see service specification)	

Legal Assistance (see service specification)

Ombudsman (see service specification)

Social Isolation Interventions (see service specification)

Supportive Services (see service specification)

Transportation Rule (see service specification)

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

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

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

SECTION I - SERVICES AND REVENUE

- A. Under this Agreement, Provider shall provide the services identified on the Service and Funding Schedule ("Schedule") of this Agreement, in the service unit specified, and at the reimbursement unit rate indicated on the Schedule for a total dollar amount not to exceed the amounts listed under "Title III," "Senior and Community," "NSIP," and Total Funding. (The Schedule is attached hereto this Agreement and made a part hereof.)
- B. Provider shall furnish the required "Minimum Match" (as stated on the Schedule), derived from non-federal sources, of total program costs as specified for each service category.
- C. Funding is contingent upon COA's receipt of the projected Title III/NSIP and/or State funds from ODA and subject to the terms and conditions stated herein. COA has the right to disburse and/or retain funds as it determines best benefits the program, subject to the terms and conditions under which the funds were allocated and the terms and conditions stated herein.
- D. Although the Agreement is for 3 years, through September 30, 2026, the funding as indicated on the Schedule is only awarded for the Title III 2024 program year, October 1, 2023 through September 30, 2024. Funding will be awarded for program years 2025 (October 1, 2024 through September 30, 2025) and 2026 (October 1, 2025 through September 30, 2026), at COA's sole discretion based on, but not limited to: provider performance, available funding, program requirements and priorities, consumer needs, and COA's Mission and Vision.
- E. COA at its sole discretion may adjust Schedules, which includes rates and units, based on Provider performance or lack thereof, unforeseen situations, change in funding, change in law, or to best meet the needs of consumers or the program. Additionally, COA, at its sole discretion, at times during the term of this Agreement may offer Provider an opportunity to request unit revisions to the Schedules. Such revisions shall be requested in writing in a format provided by COA and must be submitted with written justification for the requested revision. No such revisions shall be considered in effect until COA has received the signed revised schedule from Provider.
- F. All sources of revenue shall be expended for the benefit of services stated on the Schedule.

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

SECTION II - EARNING AND DISBURSING OF FUNDS

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

to and including, terminating the Agreement for all services the Provider is contracted to provide pursuant to the Agreement.

H. The Provider is required to collect and report program income to COA as outlined in the service specification using a method established by COA. The current method of reporting program income is through an internet site called Survey Monkey. The program income reporting survey can be found on COA's website, <u>www.help4seniors.org</u>. COA reserves the right to change the method for submitting program income.

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

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

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

- I. For Services that require cost sharing (see OAC Rule 173-3-07 and the Service Specifications available at <u>www.help4seniors.org</u>), provider shall establish a consumer cost sharing policy that includes:
 - 1. The sliding-fee schedule below which determines the percentage of the actual (or partial) contracted cost of a unit of service that the Provider shall suggest that a consumer pay based upon the consumer's individual income as a percentage of the federal poverty level found in the federal poverty guidelines, which are updated periodically in the federal register by the U.S. Department Of Health And Human Services under 42 U.S.C. 3302 (2);

SLIDING-FEESCHEDULE		
INCOME LEVEL	SUGGESTED COST SHARE	
149% and below	0%	
150-174%	10%	
175-199%	20%	
200-224%	30%	
225-249%	40%	
250-274%	50%	
275-299%	60%	
300-324%	70%	
325-349%	80%	
350-374%	90%	
375% and above	100%	

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

SECTION III - RECORDS AND DOCUMENTATION, CONTROL POLICIES AND MONITORING

- A. RECORDS AND DOCUMENTATION
 - 1. Provider is required to store consumer records in a designated locked storage space, or within a secure, password protected, electronic file format.
 - 2. Provider shall insure that any records relating to costs, work performed, supporting documentation for payment of work performed, all deliverables, and any other records necessary to fully disclose the extent of services provided under this Agreement are maintained and made available at all reasonable times for auditing or monitoring by COA, ODA, the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government (or designees of any of these entities). The above listed records and documentation are to be retained for not less than three (3) years from the expiration of this Agreement or submission of final report (whichever is later). If a monitoring or audit is initiated within the three (3) year period, the Provider shall retain the records until the monitoring or auditing is concluded and all issues or exceptions are resolved, even if doing so requires the provider to retain records for more than three (3) years.
 - 3. Provider shall retain all records regarding employee background checks and qualifications, including records on initial qualifications and successful completion of orientation and subsequent training (if required), until all of the following periods of time have passed:

- Three (3) years after the date the provider no longer retains the employee.
- The date on which ODA, COA, or a duly authorized law enforcement official concludes monitoring the records and any findings are finally settled.
- The date on which the auditor of the state of Ohio, the inspector general, or a duly authorized law enforcement officials concludes an audit of the records, and any findings are finally settled.
- 4. Provider shall not use or disclose any information, systems, records, or other protected health information (45 CFR 160 and 164 (A) and (E)) made available to it by COA for any purpose other than to fulfill its obligations under this Agreement. Further, Provider agrees

to comply with all applicable Federal and State confidentiality laws including without limitation, The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as Amended, and all other regulations applicable to the program(s) under which this Agreement is funded.

- 5. Provider shall not use or disclose any information concerning a consumer for any purpose, directly associated with the provision of services, unless the provider obtains and retains the consumer's written or electronic informed consent to disclose and the purpose for the disclosure is associated with the provider's provision of services to the consumer.
- 6. Provider shall not use or disclose any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

B. CONTROL POLICIES AND MONITORING

- 1. COA, ODA, the State Auditor, the Ohio Inspector General, the Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, shall at all times have the right to inspect the sites, products, procedures and plans of Provider, books, documents, papers, and records of Provider which are directly pertinent to the specific Agreement for the purposes of conducting an audit, examination, taking excerpts, and making transcriptions, determining compliance with all applicable laws and regulations of any kind and the terms and conditions of this Agreement.
- 2. COA's Contract Auditor will perform a compliance and financial review. This review shall include a comprehensive review of all applicable documentation including but not limited to a test of consumer eligibility, and a review of documentation to verify compliance with the non- Federal matching and all other contract requirements. Provider shall cooperate fully to accomplish said audit. The timing of the audit performed shall be at the discretion of COA.
- 3. Provider shall retain all records relating to costs, work performed, supporting documentation for payment of work performed and all deliverables pursuant to this agreement and will file it in a manner allowing it to be readily located for monitoring by COA, ODA, or their duly authorized representatives. Adequate measures will be taken by COA to insure that records of a confidential nature will not be compromised. It shall be the responsibility of Provider to obtain releases of information from program participants for any personal information found in the records, data files, etc., maintained by Provider. The release shall permit authorized COA representatives to examine said personal information for evaluation and monitoring purposes. If, in the judgment of COA, the

Provider is found to be in violation of this section or unable to carry out its provisions, COA at its option, upon written notice may suspend, amend, or terminate this Agreement.

4. Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions directly related to the provisions of this Agreement. Provider agrees to accept the conclusions of, and to be bound by, the results of the audit(s) and to pay to COA, upon demand, within ten (10) business days after receipt of written notice to do so, the full amount as may be determined in any audit exception. COA, at its sole discretion, may establish a repayment plan for the Provider, or may recover funds from future payments due Provider. Provider agrees to submit to COA a copy of the annual independent certified public audit of the funds (financial audit) earned by Provider pursuant to this Agreement. COA requires an audit for each year funds are expended under this Agreement. Copies of the financial audit of funds expended under this Agreement are due within nine (9) months of the end of the program year (the program year ends September 30th). The auditor must use OMB Circular No. A-133 guidelines, if applicable. Non-submission or late submission of the required financial audit may be grounds to terminate this Agreement.

SECTION IV - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA")

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

SECTION V - INDEMNIFICATION

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

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

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

- B. Provider shall conform to the requirements of all applicable federal, state and local laws, federal circulars, regulations, and established policies and procedures incorporated by reference herein, including, but not limited to the following, all as may be amended from time to time:
 - 1. Older Americans Act of 1965, as Amended
 - 2. OAC, including but not limited to, Chapter 173-3-01 173-3-09 the rules relating to provider contracts and service delivery and Chapter 173-4-01 173-4-09 relating to nutrition and nutrition related services; COA Policies and Procedures, including Service Specifications;
 - 3. Provider's Proposal submitted in response to "Request For Proposal From Established Organizations To Provide Services Funded By Title III Of The Older Americans Act, NSIP and Senior Community Services State Subsidy;"
 - 4. Civil Rights Act of 1964, as Amended;
 - 5. Section 504 of the Rehabilitation Act of 1973, as Amended, if direct services are provided on the premises;
 - 6. Age Discrimination Act of 1975, as Amended;
 - 7. 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;
 - 8. Age Discrimination Act of 1975, as Amended;
 - 9. Age Discrimination in Employment Act of 1967, as Amended;
 - 10. Americans with Disabilities Act of 1990;
 - 11. State and local health, fire, safety, zoning, and sanitation codes;
 - 12. Drug Free Workplace Act of 1988.
 - 13. Federal, State, and local regulations regarding taxes, unemployment, Workers Compensation, etc.
 - 14. Health Insurance Portability and Accountability Act ("HIPAA").
 - 15. Family Medical Leave Act ("FMLA") and
 - 16. Uniformed Services Employment and reemployment Rights Act ("USERRA").
- C. Provider shall, at its sole cost, comply with the criminal records background check and database requirements in accordance with ORC Section 173.38 and OAC Rule 173-9.
- D. Provider shall incorporate the foregoing requirements in all subcontract agreements for work hereunder.
- E. Provider shall, upon request, furnish COA with Provider's payment of wages policy, as evidence of compliance with the Fair Labor Standards Act.
- F. If a federal, state, or local government regulatory authority prohibits the provider from providing the services required by the Agreement, the provider shall notify COA of the disciplinary action and COA shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the provider to be ineligible to be paid with Older Americans Act funds for providing services to consumers.

SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status. Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era Veteran status. Such action shall include but not be limited to the following: Employment; Upgrading; Demotion or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and selection for Training, including Apprenticeship.
- B. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider will comply with all applicable Federal and State nondiscrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status.
- C. Provider shall incorporate these requirements in all subcontracts for work completed under this Agreement.
- D. Provider shall update its Affirmative Action Plan annually, and upon request, shall furnish COA with its antidiscrimination and affirmative action plan as evidence of compliance with Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Executive Order 11246 and Revised Order No 4, if applicable, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

SECTION VIII - DEBARMENT AND SUSPENSION

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

SECTION IX - INSURANCE

- A. Provider, at Provider's sole cost and expense, shall carry and maintain in full force, with no interruption of coverage during the term of this Agreement the following:
 - Comprehensive general liability insurance not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance certificate shall name "Council on Aging of Southwestern Ohio (COASM)" as an additional insured and shall include a provision that

requires written notice to COA at least thirty (30) days in advance of any change, cancellation, or non-renewal of coverage.

- 2. Third Party Fidelity or similar insurance covering consumer loss due to theft of consumer's property or money, or property damage, by any employee or volunteer of Provider. Additionally, Provider shall furnish COA with a written procedure describing the step-by-step instructions a consumer must follow to file a claim.
- 3. Workers Compensation coverage for the State(s) in which the employees are eligible for benefits.
- 4. Fidelity bond covering all individuals authorized by the Provider to collect and/or disburse funds.
- 5. Automobile liability insurance, as applicable, covering all vehicles leased or owned by provider that are used or operated to deliver of service(s) provided under this Agreement. i.e., transportation, adult day service transportation, meals delivery. The Certificate of Insurance shall indicate Provider has the appropriate coverage against claims for injury and/or death in the amount not less than \$1,000,000 per occurrence, unless there is a greater amount otherwise required by the OAC or other federal, state, or local rules under which the Provider is required to operate.
- 6. Professional liability insurance for providers of Adult Day Services, and legal assistance insuring Provider and such professionals against any and all claims, actions, causes, cost and expense relating to or arising out of the performance of services under this Agreement. The minimum amount of coverage shall be \$2,000,000 for each incident and \$2,000,000 annual aggregate.
- B. Provider further agrees that in the event its commercial general liability policy or professional liability policy (if required) is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured notwithstanding the termination of this Agreement.
- C. Provider shall have all the above-described insurance in full force and in effect prior to the commencement of services under this Agreement. The insurance must be maintained through a carrier licensed to provide insurance in Ohio and reasonably acceptable to COA.
- D. Provider understands it is responsible for ensuring a current Certificate of Insurance is received by COA's Provider Services department whenever a change is made to the Provider's insurance coverage including, but not limited to, change in insurance carrier(s), change in coverage, renewal of coverage.
- E. Cancellation or non-renewal of required insurance, or not furnishing COA with evidence of required insurance coverage shall be grounds for COA to suspend or terminate this Agreement.
- F. The insurance required under this Agreement shall cover the acts or omissions of both paid employees and volunteers working for Provider.
- G. Provider shall require the same amount of insurance from all subcontractors utilized under this Agreement.

SECTION X - AMENDMENT / MODIFICATION

This Agreement may not be amended or modified except through a written instrument signed by both parties.

It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in a correlative modification to this Agreement, without the necessity for executing a written amendment.

SECTION XI - TERMINATION

Except as otherwise provided herein, either party may at any time during the term of this Agreement or any extension thereof, with or without cause and without having to show a breach, terminate this Agreement, or any service(s) offered pursuant to this Agreement by giving ninety (90) days' notice in writing to the other party of its intention to do so. Provider must notify COA in writing of its intent to terminate this Agreement prior to notifying consumers being served by Provider for COA under this Agreement of such termination. In addition, this Agreement, or any service(s) offered pursuant to this Agreement, may be suspended, or terminated at any time (without 90 days written notice) by COA for good and just cause as determined within the sole discretion of COA, including but not limited to, unsatisfactory Provider performance, funding decline, or if a situation arises that was unforeseen at the time the parties entered into this Agreement. Examples of unsatisfactory Provider performance include, but are not limited to, not maintaining the required 90% utilization rate for all services contracted to Provider pursuant to this Agreement. Examples of unforeseen situations include, but are not limited to, a change in market condition or a change in law that regulates the service(s) or program offered pursuant to this Agreement. In the event funds to finance this Agreement, or part of this Agreement, become unavailable, the parties will make best efforts to provide twenty (20) days written notice to the other party prior to termination. COA shall be final authority as to the availability of federal, state, or local funds.

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

SECTION XII - ASSIGNABILITY

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

merger or purchase will have on this Agreement.

C. If Provider subcontracts any services offered under the Agreement, Provider is solely responsible for assuring subcontractor(s) meet all applicable terms and conditions of this Agreement and all applicable federal, state, and local laws and regulations. Such subcontracts shall be in writing, current, and available to COA upon request.

SECTION XIII - NOTICE REQUIREMENTS

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

If to COA to:	Council on Aging of Southwestern Ohio
	4601 Malsbary Road
	Blue Ash, OH 45242
	Attention: Suzanne Burke
	Chief Executive Officer

If to Provider to:

<<PROVIDER NAME>> <<PROVIDER ADDRESS>> <<PROVIDER ADDRESS>> Attention: <SIGNATORY NAME> <SIGNATORY TITLE>

SECTION XIV - MISCELLANEOUS

A. **APPEALS:**

Provider shall have the right of appeal regarding actions taken by COA pertaining to this Agreement per the COA Appeals Process Policy and OAC Rule 173-03-09. (See Appendix E of the 2023 Title III RFP)

B. **CONFLICT OF INTEREST:**

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

- 1. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.
- Provides that no employee, board member, or other person who exercises any decisionmaking function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency.
- 3. Assures that no immediate family member of any person(s) employed by the Provider can be a member of the Provider's Board of Trustees or ruling body.

4. Assures that no purchase of supplies, vehicles, or equipment is made with COA funds from any person(s) employed by the Provider or from an immediate family member of any employee. An immediate family member is defined as spouse, parent, grandparent, brother, sister, child, or in-law.

C. **RELATIONSHIP OF THE PARTIES**:

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

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

D. MEDIA, PUBLIC RELATIONS, AND OUTREACH:

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

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

Per OAC rule 173-3-06, Section (B)(4)(b), provider is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

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

If Provider has a website that includes content about the Title III Program, Provider shall establish and maintain a link from the TITLE III section to the COA website, <u>www.help4seniors.org.</u>

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

COA Director of Communications can be reached by phone at (513) 345-3315 or (513) 509- 9211 (mobile phone) or e-mail <u>Psmith@help4seniors.org</u>.

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 Director of Communications, unless Provider is required to release requested information by law. Except where COA approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government- furnished documents COA may provide to Provider to fulfill this Agreement, and impact of Agreement activities. If contacted by the media about this Agreement, Provider agrees to notify the COA Director of Communications in lieu of responding immediately to media queries. If it is not feasible for the Provider to contact the Director of Communications first, the Provider may discuss with the media general service provision only as related to this Agreement.

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

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

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

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

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

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

A major unusual incident is any alleged, suspected, or actual occurrence of an incident/event that could adversely affect the health or safety of a consumer, the credibility of Provider's staff or organization, or any incident in which COA or Provider may have liability. Major unusual incidents include but are not limited to: abuse; neglect; suspicious accident; death from abuse, neglect, serious

injury, or any reason other than natural causes; criminal or suspected criminal acts; a police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which COA or Provider may have liability; lawsuit or potential lawsuit.

Additionally, any Provider who is a mandatory reporter shall immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation, and has the consent of the consumer in accordance with section 5101.63 of the Revised Code.

F. SPECIAL CONDITIONS

Provider also agrees to the following special conditions:

- 1. Immediately notify COA's Manager of Provider Services of any incident that poses a health risk or may be viewed as a risk to the health and safety of any consumer. COA's Manager of Provider Services can be reached by phone at (513) 721-1025.
- 2. Notify COA's Manager of Provider Services of any interruption in service to all consumers or to a significant number of consumers served by Provider.
- 3. Include the phrase "Funded by the Ohio Department of Aging through Council on Aging of Southwestern Ohio" on all program literature purchased with Title III or State funds and whenever possible include the COA logo. (See section D above for usage information and instructions on obtaining logo.)
- 4. Menus of all Title III meals served under this Agreement must be approved by COA's dietitian or nutrition personnel.
- 5. Designated staff members, as applicable, are trained in first aid and CPR procedures.
- 6. Maintain an advisory council or Board of Trustees.
- 7. Assure that where State or local public jurisdictions require licensure for the provision of services, Provider will be licensed.
- 8. Cooperate with COA and ODA to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate with the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States or a local emergency management official declares that the Provider's service area is a disaster area. COA may also call upon Provider to assist in times of other disaster or emergencies as deemed necessary by COA.
- 9. Fulfill all NAPIS reporting requirements of ODA and COA.
- 10. All meals supervisors shall attend meal supervisor training sessions and meetings sponsored by COA.
- 11. 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.
- 12. Unless Provider has received a prior waiver from COA, Provider agrees to use the food service vendor specified in the Provider's RFP bid if the Provider is not a self-producer.
- 13. Provider will notify COA care management staff of any significant change that may necessitate a reassessment of a case-managed consumer's need for goods or services no

later than one (1) business day after the provider is aware of a repeated refusal to receive goods or services; changes in the consumer's physical, mental, or emotional status; documented changes in the consumer's environmental conditions; or other significant, documented changes to the consumer's health and safety.

- 14. Provider will notify COA and the consumer in writing of the anticipated last day of service to a consumer in a care-coordination program no later than thirty (30) business days before the anticipated last day of service, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the consumer; serious risk to the health or safety of the provider; the consumer's decision to discontinue the service; or a similar reason why the provider is unable to notify COA thirty (30) days before the anticipated last day of service. Provider shall also notify the consumer how he or she may reach a long-term care ombudsman.
- 15. Provider is required to sign up for email updates on ODA's rules by using the link on ODA's website https://aging.ohio.gov/see-news-and-events/subscribe.

G. BREACH / WAIVER OF BREACH:

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

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

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

H. SEVERABILITY:

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

PRIORITY OF DOCUMENTS:

The Agreement, the RFP, the Application, the Ohio Department of Aging Current Administrative Rules,

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

J. GOVERNING LAW:

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

SECTION XV - TERM OF THE AGREEMENT

This Agreement by and between Provider and COA is a multi-year term and shall be effective October 1, 2023 and shall remain in effect, unless amended or terminated by one or both of the parties, through September 30, 2026.

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

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

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

Provider:	< <provider name="">>. <<pre><cprovider address="">> <<pre><<pre><cprovider address="">></cprovider></pre></pre></cprovider></pre></provider>	
		Date:
<signatory name=""> <signatory title=""></signatory></signatory>		
COA:	Council on Aging of Southwestern Ohio 4601 Malsbary Road Blue Ash, OH 45242	

Date:

APPENDIX B: Sample Business Associate Agreement COUNCIL ON AGING OF SOUTHWESTERN OHIO

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

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

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

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

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

1. GENERAL HIPAA COMPLIANCE PROVISIONS

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

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

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

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

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information.

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

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

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

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

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

2.1.2.4. **Commercial Purposes.** Business Associate is only permitted to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, if (i) specifically required for the provision of services under the underlying Services Arrangement; (ii) for treatment purposes; (iii) providing the individual with a copy of his Protected Health Information; or (iv) otherwise determined by the Secretary in regulations.

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

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

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

2.4. **Required Privacy Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of Protected Health Information; and providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information. To the extent Business Associate will carry out one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Covered Entity in the performance of such obligations. Business Associate further agrees that it shall not use, transfer, process, or disclose Protected Health Information outside the United States of America.

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

2.6. **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to Covered Entity any use or disclosure of Protected Health Information not provided for under this Agreement, of which Business Associate becomes aware, but in no event later than five business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors or representatives use or disclose Protected Health Information received from, or created or received on behalf of, Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors and representatives shall receive training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.

2.7. Security Rule.

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

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

Information created, received, maintained, or transmitted on behalf of Covered Entity of which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

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

2.8.1. **Information About Breach Incident.** Business Associate shall provide a report to Covered Entity within 15 days of discovery of a Breach Incident except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the required information as soon as possible and without unreasonable delay, but in no event later than 30 calendar days from the date of discovery of a Breach Incident. A Breach Incident will be treated as discovered in accordance with 45 CFR §164.410. The Business Associate's report shall include: (i) the date of the Breach Incident; (ii) a list of each individual whose Unsecured Protected Health Information has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach Incident; (iv) a description of the type of Unsecured Protected Health Information involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of the risk of harm to the affected individual.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between Covered Entity and Business Associate, if Covered Entity determines that the disclosure of Unsecured Protected Health Information constitutes a Breach, Covered Entity shall be responsible to provide notification to individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by 45 CFR 164 Subpart D. Business Associate agrees to pay actual costs for notification and of any associated mitigation incurred by Covered Entity, such as credit monitoring, if Covered Entity reasonably determines that the Breach is significant enough to warrant such measures.

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

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

2.9.1. Access to Protected Health Information. Within 10 days of Covered Entity's request on behalf of an Individual, Business Associate agrees to make available to Covered Entity any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of, Covered Entity in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such request. If Covered Entity requests an

electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enables Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

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

2.9.3. Accounting of Disclosures. Business Associate shall maintain, beginning as of the date Business Associate first receives Protected Health Information from Covered Entity, an accounting of those disclosures of Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity which are not excepted from disclosure accounting under the Privacy Rule. Within 10 days of Covered Entity's request, Business Associate shall make available to Covered Entity the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such a request. Business Associate shall provide such an accounting based on an Individual's Formal HIPAA Request to the Covered Entity. Covered Entity shall have full discretion to determine whether the requested accounting shall be provided to the requesting Individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

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

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

2.12. **Data Transmission.** The parties agree that Business Associate shall, on behalf of Covered Entity, transmit data for transactions that are required to be conducted in standardized format under the HIPAA Rules. Electronic Protected Health Information that is transmitted over an electronic communications network will be

protected against unauthorized access to, or modification of, electronic protected health information. When electronic protected health information is transmitted from one point to another, it will be protected in a manner commensurate with the associated risk. This includes, but is not limited to, transmission through mobile devices and smart phones.

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

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

2.13. Audit.

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

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

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

3. OBLIGATIONS OF COVERED ENTITY

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

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

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

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

4. LIABILITY

4.1. Indemnification by Business Associate. Business Associate shall be solely responsible for, and shall indemnify and hold Covered Entity harmless from any and all claims, damages, or causes of action (including the Covered Entity's reasonable attorneys' fees) arising out of the gross negligence or willful misconduct of Business Associate or Business Associate's employees, agents, and Subcontractors (or arising out of any action by the Business Associate that is determined to have been taken as the agent of the Covered Entity under the terms of the Services Agreement or this Agreement), and Business Associate will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded Covered Entity in connection with such claims or actions. Covered Entity shall notify Business Associate promptly of any action or claims threatened against or received by them and provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request in connection therewith. This Section 4.1 shall survive the termination of this Agreement.

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

5. AMENDMENT AND TERMINATION

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

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

6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

6.7.1. If to Covered Entity:

Council on Aging Privacy Officer 4601 Malsbary Road Blue Ash, Ohio 45242 (513) 721-1025

6.7.2. If to Business Associate

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

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this day of______, 2023.

Covere	d Entity:	
COUNC	CIL ON AGING OF SOUTHWESTERN OHIO	
By:		
Title:		X.
Date:		
Busines	ss Associate:	
	[BA Name]	
By:		~
Title:		
Date:		

APPENDIX C: Appeals Process

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

COA Appeals Process Policy

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

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

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

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

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

A. Administrative Appeal

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

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

B. COA Local Hearing

The appellant must submit a written appeal request from its executive-in-charge to COA's Chief Executive Officer to request a COA Local Hearing. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 4601 Malsbary Road, Blue Ash, Ohio 45242, and must be received by COA no later than close of business (4:00 p.m. EST) ten (10) business days after the date the appellant received notification of the adverse action which is being appealed.

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

- b. Phone number for executive-in-charge or his/her designee.
- c. Identification of the "adverse action" under appeal.
- d. A detailed explanation of the basis for appellant's appeal.
- e. All documentation and other materials supporting the appellant's position. Documentation and materials that were not included as part of the original application submission will not be considered by COA in the appeals process.
- 2. A panel of COA staff who were not directly involved in making the adverse decision which is being appealed will convene to review appellant's appeal request, within ten (10) business days after the close of appeal submission period. The appellant does not have a right to be present when the COA staff panel convenes.
- 3. Upon determination of a decision by the panel, COA will e-mail the appellant a letter identifying the decision. This letter shall constitute COA's final decision on the matter.
- 4. COA will forward a copy of the written appeal request and the staff panel's decision letter to the Ohio Department of Aging ("ODA") within five (5) days after the date that COA renders its final decision.

C. Ohio Department of Aging Hearing

- 1. An appellant not satisfied with the outcome of the COA hearing as detailed above, may request an appeal hearing before ODA in compliance with Ohio law (see OAC 173-3-09).
- 2. No request for an appeal hearing shall be honored by ODA unless the appellant has first appealed the adverse action with COA and fully complied with COA's policies governing appeal hearings, as set forth above.

Elderly Services Programs – Local Senior Services Levy Funding

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

A. Administrative Appeal

Bidders may submit an administrative appeal to try to resolve the adverse decision. Any administrative efforts to resolve the adverse decision should be forward to the Manager of Procurement and Contract Services, or their assigned designee, in writing to **Provider_Services@help4seniors.org** within ten (10) business days after the date the appellant received notification of the adverse decision.

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

B. COA Local Hearing

The appellant must submit a written appeal request from its executive-in-charge to COA's Chief Executive Officer to request a COA Local Hearing. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 4601 Malsbary Road, Blue Ash, Ohio 45242, and must be received by COA no later than close of business (4:00 p.m. EST) ten (10) business days after the date the appellant received notification of the adverse action which is being appealed.

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

C. COA Board Hearing

- 1. No request for an appeal hearing shall be honored by the COA Board of Trustees (the "Board") unless the appellant has first fully complied with the COA Staff Hearing process.
- 2. An appellant not satisfied with the outcome of the COA Staff Hearing as detailed above, may then request an appeal hearing before the Board.

- 3. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 4601 Malsbary Road, Blue Ash, Ohio 45242, and must be received by COA no later than close of business (4:00 p.m. EST) five (5) business days after the date that appellant received notification of the outcome of the COA Staff Hearing.
 - a. The appeal request must be in writing and signed by the appellant's executive-in-charge and must include:
 - i. E-mail and business addresses for the executive-in-charge or his/her designee
 - ii. Phone number for executive-in-charge or his/her designee
 - iii. Identification of the "adverse action" under appeal
- 4. The Finance Committee of the Board shall serve as the Appeals Committee of the Board unless otherwise approved by the Board.
- 5. The Appeals Committee will review the decision in dispute and will meet with the appellant if deemed necessary by the Appeals Committee, before submitting a recommendation to the Board for final action.
- 6. The Board, at its next regularly scheduled meeting, will review the recommendation of the Appeals Committee and adopt a final course of action. The Board may choose (but is not required) to schedule a special meeting of the Board to consider the Appeals Committee recommendation if time is of the essence. Within ten (10) business days after the meeting, the appellant will be notified of the Board's decision.
- 7. The decision of the Board will be final and binding. If the Board reverses the decision of the COA Staff Hearing, the Board's decision will be implemented as soon thereafter as reasonably possible. In no event will the appellant be compensated for any funds lost during the appeals process or entitled to damages of any sort.

Exhibit 4: ESP-Title III Home Delivered Meals Service Specification

ELDERLY SERVICES PROGRAM (ESPSM)/TITLE III

HOME DELIVERED MEALS

SERVICE SPECIFICATIONS

EFFECTIVE October 1, 2023 (BCESP) (CCESP) (HCESP) (WCESP)

ELDERLY SERVICES PROGRAM

HOME DELIVERED MEALS SERVICE SPECIFICATIONS

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HOME DELIVERED MEALS SERVICE SPECIFICATIONS

1.0 OBJECTIVE

- 1.1 Home Delivered meals is a meal delivery service based on an individual's need for assistance with activities of daily living (ADL's) and/or instrumental activities of daily living (IADL's) to safely prepare meals, or ensure meals are prepared to meet the individual's dietary needs or specialized nutritional needs, including kosher meals, as ordered by a licensed healthcare professional within his or her scope of practice.
- 1.2 Eligibility Criteria: Eligibility is determined by the ESP Care Manager in accordance with Ohio Administrative Code 173-4-02 and COA policy.
- 1.3 Home delivered meals are delivered by a nutrition service provider which is under contract with Council on Aging of Southwestern Ohio. For all meals the provider must comply with the requirements in the following rules:
 - a. <u>Rule 5160-44-11 Ohio Administrative Code | Ohio Laws</u>-Nursing facility-based level of care home and communitybased services programs: home delivered meals.
 - b. <u>Rule 173-3-07 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act: consumer Contributions
 - c. <u>Rule 173-4-05 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: nutrition projects.
 - d. <u>Rule 173-4-05.2 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: home-delivered meals projects
 - e. <u>Rule 173-4-06 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: diet orders
 - f. <u>Rule 173-39-02.14 Ohio Administrative Code | Ohio Laws</u>-ODA provider certification: home-delivered meals.

2.0 UNIT OF SERVICE

- 2.1 A unit of service is one (1) meal that is delivered in a single delivery or part of a multiple deliveries.
- 2.2 The unit rate for each meal must include administration, inkind (as applicable), food production, packaging, and delivery.

- 2.3 The frequency of meal delivery will be established by the Care Manager as a daily delivery or weekly delivery.
 - HDM daily delivery: Meals delivered two to five (5) days a week.
 - HDM weekly delivery: Meals delivered one day a week.
- 2.4 Additional units of service and/or permanent change in delivery schedule require prior authorization from the Care Manager.

3.0 MENU PLANNING

- 3.1 For all meals the provider must comply with the Requirements of the following rules:
 - a. <u>Rule 5160-44-11 Ohio Administrative Code | Ohio Laws</u>-Nursing facility-based level of care home and communitybased services programs: home delivered meals.
 - b. <u>Rule 173-4-05 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: nutrition projects.
 - c. <u>Rule 173-4-06 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: diet orders
- 3.2 Meal type options include:
 - a. Hot, ready to eat; or reheated at the client's home by the meal driver
 - b. Chilled, ready to eat and/or heat
 - c. Frozen, ready to heat
 - d. Shelf stable
- 3.3 Person Centered Direction: The Provider must offer clients an opportunity to make a choice about food served and delivery options.

4.0 ALTERNATIVE MEALS

Definitions:

<u>Diet order</u> means an order for a therapeutic diet from a licensed healthcare professional whose scope of practice includes ordering these diets.

<u>Therapeutic diet</u> means a diet ordered by a licensed healthcare professional whose scope of practice includes ordering therapeutic diets, including:

- As part of the treatment for a disease or clinical condition.
- To modify, eliminate, decrease, or increase certain substances in the diet; or.
- To provide mechanically altered food when indicated.
- Examples of therapeutic diet are Diabetic, Cardiac, Renal, Allergen free, and Dysphagia.
- 4.1 For all meals the provider must comply with the Requirements of the following rules:
 - a. <u>Rule 5160-44-11 Ohio Administrative Code | Ohio</u> <u>Laws</u>- Nursing facility-based level of care home and community- based services programs: home delivered meals.
 - b. <u>Rule 173-4-05 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: nutrition projects.
 - c. <u>Rule 173-4-06 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: diet orders
- 4.2 The provider may provide a therapeutic diet to consumer **only** if the provider received a diet order for the consumer. Client is responsible for obtaining the prescription.
- 4.3 Kosher meals
 - a. If authorized by a Care Manager, the Provider may furnish a home delivered kosher meal.
 - b. The kosher meal must comply with rule 173-4-05 of the Ohio Administrative Code as much as possible while complying with kosher practices for meal preparation and dietary restriction.

c. The Provider shall furnish evidence to COA that t h e home-delivered kosher meals that it furnishes are certified as kosher by a recognized kosher certification or a kosher establishment under orthodox rabbinic supervision.

5.0 PROVIDER QUALIFICATIONS

- 5.1 Provider will comply with the following rules:
 - a. <u>Rule 5160-44-11 Ohio Administrative Code | Ohio</u> <u>Laws</u>- Nursing facility-based level of care home and community- based services programs: home delivered meals.
 - b. <u>Rule 173-39-02.14 Ohio Administrative Code | Ohio</u> <u>Laws</u>- ODA provider certification: home-delivered meals.
- 5.2 Provider must comply with the Elderly Services Program Conditions of Participation.

6.0 FOOD SANITATION AND SAFETY

- 6.1 Provider will comply with rules:
 - a. <u>Rule 5160-44-11 Ohio Administrative Code | Ohio</u> <u>Laws</u>- Nursing facility-based level of care home and community- based services programs: home delivered meals.
 - b. <u>Rule 173-4-05 Ohio Administrative Code | Ohio</u> <u>Laws</u>- Older Americans Act nutrition program: nutrition projects.
- 6.2 Are Labeled with a production date or code and a "use before" date.

7.0 MEAL DELIVERY

- 7.1 The Provider must begin regular meal delivery on a start date authorized by the Care Manager.
- 7.2 The Provider must deliver meals to clients who need immediate meal support as authorized by the Care Manager or the ESP Intake and assessment:
 - Within twenty-four (24) hours; or;
 - Within a time period negotiated with the ESP Intake and assessment, not to exceed seventy-two (72) hours.

- 7.3 Use of a commercial or common carrier is not an acceptable means of delivery unless prior approval is received from COA.
- 7.4 The Provider shall provide each client with the opportunity to voluntarily contribute to a meals cost. When soliciting for voluntary contributions, the provider must comply with rule:
 - a. <u>Rule 173-3-07 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act: consumer Contributions.

8.0 EMERGENCY PROCEDURES

- 8.1 The provider must comply with rule:
 - a. <u>Rule 173-4-05.2 Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: home-delivered meals projects
 - b. Provider is expected to replace shelf-stable meals once utilized for an emergency.
- 8.2 Consistent with the condition of participation, the provider must notify COA's Manager of Procurement and provider services or their designed of any MUI that involves food borne illness and/or delivery of an unsafe meal within one hour after the provider becomes aware of the MUI.
 - a. Provider must develop and implement procedures for assuring the delivery of safe meals
 - b. Provider must have a written policy in place should the unfortunate circumstance occur that an unsafe meal is delivered to one or more clients.
- 8.3 The Provider must ensure that delivery persons understand how to respond to common client in-home emergencies (e.g., client is non-responsive) or meal-related concerns (e.g., client has not eaten previous meals). The provider must document any client-related concerns in the client record and notify the Care Manager.
- 8.4 The Provider must ensure that delivery persons have and carry a current valid driver's license.
- 8.5 The Provider shall retain records to show that the owner of each meal delivery vehicle used for this service carries auto liability insurance on the vehicle.

9.0 PROVIDER STAFF TRAINING

- 9.1 Provider must comply with the following rules:
 - (a) <u>Rule 5160-44-11 Ohio Administrative Code | Ohio Laws</u>-Nursing facility-based level of care home and communitybased services programs: home delivered meals.

(b) <u>Rule 173-4-05 - Ohio Administrative Code | Ohio Laws</u>-Older Americans Act nutrition program: nutrition projects.

10.0 PROVIDER QUALITY IMPROVEMENT

10.1 Consistent with the Conditions of Participation, the Provider must continuously monitor all aspects of the operation and take immediate action to improve practices. Aspects required to be monitored are, at a minimum:

- (a) Food temperatures during storage, preparation, transport, and delivery of food to the client;
- (b) Preparation, holding, and delivery practices to ensure retention of quality food characteristics (e.g., flavor and texture);
- (c) Client satisfaction; provider must elicit comments from clients regarding satisfaction with food taste, portion size, appearance, and temperature; meal delivery schedule and meal delivery personnel.
- 10.2 Consistent with the Conditions of Participation, the Provider shall develop and implement an annual plan to evaluate and improve the effectiveness of the program's services. In the plan, the Provider shall include:
 - (a) A review of the existing program;
 - (b) Satisfaction survey results from clients

(c) Program modifications made that responded to changing needs or interests of clients, staff, or volunteers;

Exhibit 5: Title III-Congregate Dining

(A) Purpose

-"Congregate dining project" means a nutrition project that complies with rule $\underline{173-4-05.1}$ of the Administrative Code. A provision of the nutrition-related services described in rules $\underline{173-3-06}$ and $\underline{173-4-05}$ of the Administrative Code.

(B) Unit of Service

Congregate dining project: A unit is one meal provided in compliance with this rule and rule <u>173-4-05.1</u> of the Administrative Code.

(C) Minimum requirements for a congregate nutrition program

- Eligibility and enrollment: Before the provider provides a meal to a person, the provider shall verify the person's eligibility under <u>Rule 173-4-02 - Ohio</u> <u>Administrative Code | Ohio Laws</u> Older Americans Act Nutrition Program: meals eligible for payment and <u>Rule 173-4-05 - Ohio Administrative Code | Ohio Laws</u>-Older Americans Act Nutrition Program: nutrition projects
- Availability: Meals must be available as outlined in <u>Rule 173-4-05.1 Ohio</u> <u>Administrative Code | Ohio Laws</u> Older Americans Act nutrition program: congregate dining project unless a different availability schedule is approved by COA.
- 3) Carry out meals: Must comply with <u>Rule 173-4-05.1 Ohio Administrative Code</u> <u>Ohio Laws</u> Rule Older Americans Act nutrition program: congregate dining project.
- Menus and Nutritional Adequacy: Meals must comply with <u>Rule 173-4-05 Ohio</u> <u>Administrative Code | Ohio Laws</u>- Older Americans Act Nutrition Program: nutrition projects.
- 5) Voluntary contributions: This service is subject to voluntary contributions but exempt from cost sharing and must comply with <u>Rule 173-3-07 Ohio Administrative Code</u> | <u>Ohio Laws</u> Older Americans Act: consumer contributions
- 6) Records: The provider shall develop and utilize a system for documenting each meal served. Acceptable methods for documenting meals served should comply with <u>Rule</u> <u>173-3-06</u> <u>Ohio Administrative Code</u> | <u>Ohio Laws</u>- Older Americans Act: requirements to include in every AAA-provider agreement
- 7) Reporting: Individual client reporting by meal site is required in the specified electronic client registration and billing system as outlined in the COA NAPIS Manual. The provider shall offer nutrition services in addition to providing meals that are in compliance with <u>Rule 173-4-05 Ohio Administrative Code | Ohio</u> Laws- Older Americans Act Nutrition Program: nutrition projects
- Food safety and sanitation: Providers are required to be in compliance with <u>Rule</u> <u>173-4-05 - Ohio Administrative Code | Ohio Laws</u>- Older Americans Act Nutrition Program: nutrition projects

- 9) Emergencies: The provider shall develop and implement written contingency procedures for emergency closings due to short-term weather-related emergencies, loss of power, kitchen malfunctions, natural disasters, that are in compliance with <u>Rule 173-4-05.1 Ohio Administrative Code | Ohio Laws</u>- Older Americans Act nutrition program: congregate dining project
- 10) Major Unusual Incidents (MUI): <u>Rule 173-3-01 Ohio Administrative Code | Ohio Laws</u>- Older Americans Act: introductions and definitions COA requires notification within one hour of applicant's awareness of a MUI such as any alleged, suspected, or actual occurrence of an incident/event that could adversely affect the health or safety of a consumer, the credibility of provider's staff or organization, or any incident in which COA or provider may have liability; lawsuit or potential lawsuit.
- 11) Staff training: The provider shall develop a training plan that includes orientation and annual continuing education that is in compliance with <u>Rule 173-4-05 - Ohio</u> <u>Administrative Code | Ohio Laws</u>- Older Americans Act Nutrition Program: nutrition projects
- 12) Quality assurance: Providers are to comply with <u>Rule 173-4-05.1 Ohio Administrative</u> <u>Code | Ohio Laws</u> – Older Americans Act nutrition program: congregate dining project
- 13) Person Centered Direction: Providers are to comply with <u>Rule 173-4-04 Ohio</u> <u>Administrative Code | Ohio Laws</u>- Older Americans Act Nutrition Program: Procuring for person direction and Rule 173-4-05 - Ohio Administrative Code | Ohio Laws- Older Americans Act Nutrition Program: nutrition projects

(D) Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Individual client registration is required in WellSky. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source.

The nutrition risk assessment is a self-declared assessment and must be completed annually. The information must be provided by the client, not from the judgment of another person.

Clients must be assessed upon enrollment and re-assessed every 12 months by completing the NAPIS Intake Assessment Form in WellSky. A new NAPIS Assessment must be created for each re-assessment. Assessments shall be administered through direct contact with the client, which may include contact through in-person interaction, electronic communication, mail or via telephone.

(E) Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07 - Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.

(A) Definition

Exhibit 6: Title III Respite-Adult Day Service

1) "Adult day service" ("ADS") means a regularly scheduled service delivered at an ADS center, which is a non-institutional, community-based setting.

2) ADS includes:

- a) Recreational and educational programming to support a consumer's health and independence goals;
- b) At least one meal, but no more than two meals per day that meet the consumer's dietary requirements;
- c) Health status monitoring and/or skilled therapy services (if needed);
- d) Transportation to and from the ADS center.
- 3) "Respite" means the ADS service must provide relief for a documented family caregiver.

(B) Units of Service

- 1) A half-unit is less than four hours of ADS per day.
- 2) One unit is four to eight hours of ADS per day.
- 3) Every fifteen minutes of ADS provided beyond eight hours in one day is a fifteen-minute unit. A provider shall not bill for more than twelve hours of ADS per day for a consumer.
- 4) A unit of ADS does not include a transportation service, as defined by rule 173-3-06.6 of the Administrative Code, even if the transportation service is provided to transport the consumer to or from the ADS facility.

(C) **Provider Requirements**

<u>Rule 173-3-06.1 - Ohio Administrative Code | Ohio Laws</u> requires adult day centers to comply with requirements outlined in each of the following categories:

- 1) Adult Day Service Levels: Basic, Enhanced, Intensive
- 2) Service Requirements
 - a) Transportation
 - b) Provider's Initial Assessment
 - c) Health Assessment
 - d) Activity Plan
 - e) Plan of treatment
 - f) Interdisciplinary Care Conference
 - g) Activities
 - h) Lunch and Snacks
- 3) Center Requirements
- 4) Staffing Levels

- 5) Provider Qualifications
 - a) Staff Qualifications
 - b) Staff Training
 - c) Performance Reviews
- 6) Service Verification

(D) WellSky Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Individual client registration is required in WellSky for the caregiver and care recipient. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source.

Caregiver Stress Assessment: Caregivers receiving caregiver support services, including individual counseling and support groups must be assessed and re-assessed every 6 months. A new assessment must be created for each re-assessment. Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone or teleconference, or in-person interaction.

(E) Consumer Contributions

This service is subject to the Cost Sharing Section of <u>Rule 173-3-07</u> - <u>Ohio Administrative</u> <u>Code | Ohio Laws</u>. The Provider shall have in place policies and procedures that verify compliance with this rule.

Exhibit 7: Title III-Alzheimer's Education

(A) Purpose

To provide education, counseling, and support to families and caregivers of clients with Alzheimer's disease and related dementias. To help clients remain at home longer.

(B) **Provider Requirements**

- (1) The agency must have a demonstrated expertise in Alzheimer's disease/other dementias and caregiver education.
- (2) For counseling services, the Provider must be an agency, partnership or group practice utilizing Licensed Professional Counselors (LPC), Licensed Professional Clinical Counselors (LPCC), Licensed Independent Social Workers (LISW), Licensed Social Workers (LSW) or Registered Nurses (RN).

(C) Core Services

- (1) **Core Telephone Helpline**: a toll-free phone number and local information and support service for families, professionals, and the general public. The single statewide phone number will automatically connect the caller to the Alzheimer Association chapter responsible for the area from where the call is made.
 - a. Unit of Service: 1 Contact (billable in 15-minute increments)

Telephone calls lasting less than 8 minutes are not billable. Calls originating from a care recipient or caregiver residing in Butler, Clinton, Clermont, Hamilton, or Warren County are eligible for reimbursement. The unit rate must include administration and documentation costs.

- (2) **Core Support Groups**: ongoing groups of caregivers and others who share information and provide support to one another. The education may be provided through a support group, educational meeting in the community, or 1:1 consultation in the home or office setting.
 - a. Unit of Service: 1 Session per Participant (billable in 15-minute increments). The unit rate must include administration, travel, and documentation costs.
 - b. Documentation requirements:
 - i. Agenda/Discussion items
 - ii. Date of the session
 - iii. Start and end time
 - iv. Facilitator name
 - v. Name of participants

TITLE III – ALZHEIMER'S EDUCATION (Core)

- (3) **Core Family Education**: educational programs for caregivers of people with Alzheimer's disease. The education may be provided through a support group, educational meeting in the community, or 1:1 consultation in the home or office setting.
 - a. Unit of Service: 1 Session per Primary Caregiver (billable in 15-minute increments). The unit rate must include administration, travel, and documentation costs.
 - b. Documentation requirements:
 - i. Mode by which the session was conducted (i.e., telephone, mail/e-mail, home-visit, office-visit, walk-in, etc.)
 - ii. Date of the session
 - iii. Name of staff person providing the education
 - iv. Name of current consumer, caregiver, and family of older adult or public inquirer
 - v. Outcome of the session
- (4) **Core Public Education**: educational programs and materials geared toward the general public.
 - a. Unit of Service: 1 Session (billable in 15-minute increments). The unit rate must include administration, travel, and documentation costs.
 - b. Documentation requirements:
 - i. Date of the session
 - ii. Name of staff person providing the education
 - iii. Name of participants
 - iv. Outcome of the session
- (5) **Core Safe Return**: a national program that helps people with dementia return home safely if they become lost.
 - a. Unit of Service: 1 Enrollment. The unit rate must include administration, travel, and documentation costs.
 - b. Documentation requirements:
 - i. Date of the enrollment
 - ii. Name of consumer, caregiver, and family of older adult Name of staff person providing the education
- (6) **Core Care Consultation**: a program that helps people navigate the difficult decisions and uncertainties that people with Alzheimer's or other dementia and their families face at every stage of the disease Care Consultation can include the BRI Care Consultation Program, Care Consultation 1 & 2 (used by the Alzheimer's' Association).
 - a. Unit of Service: 1 Contact. The unit rate must include administration, travel, and documentation costs.

- b. Documentation requirements:
 - i. Agenda/Discussion items
 - ii. Date of the session
 - iii. Start and end time
 - iv. Facilitator name
 - v. Name of participants

(D) Continuing Education

Training requirements are satisfied by the social worker/counselor meeting the licensure requirements of the Ohio Counselor, Social Worker, Marriage & Family Therapist Board or the Ohio Board of Nursing.

(E) Supervisory Requirements

Counselors/Educators employed by an agency must be supervised by an individual with demonstrated expertise in Alzheimer's/dementia, caregiving strategies and family systems. The supervisor may be a Licensed Social Worker, Licensed Independent Social Worker, Licensed Professional Counselor, Licensed Professional Clinical Counselor, Licensed Psychologist, Psychiatrist, or other Licensed Physician or a Masters-prepared Registered Nurse.

(F) Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Individual client registration is required in WellSky for the caregiver and care recipient. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source. Please note for the services listed only the name and birth date is required for the care recipient, instead of full registry: Care Consultation BRI, 1 and 2, Family Education, and Safe Return.

Caregivers receiving caregiver support services, including individual counseling and support groups must be assessed and re-assessed every 6 months. A new assessment must be created for each re-assessment. Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction.

(G) Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07 - Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.

Exhibit 8: Title III-Behavioral Health

(A) Purpose

Behavioral Health Services provides in-home counseling services to clients in need of services due to depression, grief and loss, anxiety, and other chronic health conditions impacting the client social and emotional functioning.

Counseling service will utilize different treatment modalities such as evidence-based models to reduce depression such as Healthy IDEAS, PEARLS and/or other treatment modalities as appropriate to meet the individual needs.

(B) Eligibility Criteria

Clients who are eligible for this service must be 60 years and older and have identified need for behavioral health services.

(C) Unit of Service

- 1) A unit of service is one hour (billable in 15 increments) in-home visit and/or virtual visit (as allowed by CSWMFTB board) includes administrative travel and documentation costs. The unit rate shall reflect only direct service to or on behalf of clients.
- 2) All third-party billing sources but be accessed as applicable.

(D) **Provider Requirements**

Provider requirements include the following:

- 1) Ensure services are completed by a Licensed Social Worker or a Licensed Independent Social Worker.
- 2) Provider will ensure all professionals are in good standing with appropriate licensing board.
- 3) Complete appropriate training as required by evidence-based modalities i.e., PEARLS, and Healthy IDEAS.
- 4) Conduct psychosocial assessment and appropriate screening tools based upon client need such as PHQ9 for depression, geriatric depression scale, or other tools as approved by COA.
- 5) Conduct assessment data and share findings with COA regarding effectiveness of program with clinical outcome data.
- 6) Comply with all applicable laws, codes, regulations, and policies around confidentiality, mandatory reporting, and Health Insurance Portability and Accountability Act.
- 7) Consult with care manager, physician, psychiatrist, and other professionals involved as applicable.

8) Monitor clients progress with behavioral health intervention and share outcome data on key metrics such as- reduced depression, anxiety, and other key indicators.

(E) Documentation Requirements

- 1) For each unit of service billed documentation must include:
 - a. Date of Service
 - b. Mode of Service: In-Person or Virtual
 - c. Start of Service
 - d. End of Service
 - e. Progress Note
 - f. Client Signature if in-person, confirmation of invite for virtual services
 - g. LSW or LISW signature
- 2) Assessments:
 - a. Initial Assessment
 - b. Follow-up Assessments

(F) Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Individual client registration is required in WellSky. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source.

Clients must be assessed upon enrollment and re-assessed every 12 months by completing the NAPIS Intake Assessment Form in WellSky. A new NAPIS Assessment must be created for each re-assessment. Assessments shall be administered through direct contact with the client, which may include contact through in-person interaction, electronic communication, mail or via telephone.

For PEARLS and Healthy IDEAS evidence-based programs data will be collected from the provider by COA and entered into Ohio Department of Aging's Health and Wellness Reporting System (Workshop Wizard).

(G) Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07</u> - <u>Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.

(H) American Rescue Plan Act (ARPA) Funding

ARPA is one-time limited funding that expires September 30, 2024 and can be used to support activities that address loneliness and isolation. ARPA funding allows providers to pilot activities and measure outcomes which will impact future program decisions should traditional Title III funds be prioritized to address this need on an ongoing basis. COA may request pilot data.

Exhibit 9: Title III-Caregiver Services

(A) Purpose

To provide individual counseling, the organization of support groups and/or caregiver training to caregivers to assist the caregivers in making decisions and solving problems relating to their care giving roles. The caregiver is the client and the primary recipient of the service.

Services include:

- Family Caregiver Support Program Caregiver Support Group
- Family Caregiver Support Program Counseling

Family Caregiver Support Program (FCSP) – A program authorized by Title III E of the Older Americans Act Reauthorization of 2000. FCSP's intent is to directly benefit informal caregivers with services consistent with the Act's mandates through a statewide, easily identifiable program that supports the efforts of caregivers.

(B) Unit of Service

(1) FCSP Caregiver Support Group - One Hour (billable in 15 minute increments) - The unit represents the activity of the group, not each participant. Support Groups lasting less than 8 minutes are not billable.

(2) FCSP Counseling - One Hour (billable in 15 minute increments) - The unit represents activities for one individual. Counseling sessions lasting less than 8 minutes are not billable.

(C) Documentation Requirements

- (1) The agency will maintain sign in sheets for all Caregiver Support Groups with an agenda containing the following:
 - (i) Discussions
 - (ii) Date
 - (iii) Start and end time
 - (iv) Facilitator name
 - (v) Name of participant

TITLE III – CAREGIVER SERVICES

- (2) For each unit of service billed for FCSP Counseling documentation must include:
 - (i) Consumer's name
 - (ii) Date of service
 - (iii) Time services started and ended or length of time spent
 - (iv) Task performed

(v) Signature or initials of staff member

(D) Caregiver Stress Assessments

Caregivers receiving caregiver support services, including individual counseling and support groups must be assessed and re-assessed every 6 months. A new assessment must be created for each re-assessment. Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone or teleconference, or in-person interaction.

(E) Personnel Requirements

Personnel providing counseling shall have one year documented experience dealing with the issues of the aging population and caregiving.

(F) Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Individual client registration is required in WellSky for the caregiver and care recipient. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source. Please note for the services listed only the name and birth date is required for the care recipient, instead of full registry: FCSP Caregiver Support Group and FCSP Caregiver Training.

Clients must be assessed upon enrollment and re-assessed every 12 months by completing the NAPIS Intake Assessment Form in WellSky. A new NAPIS Assessment must be created for each re-assessment. Assessments shall be administered through direct contact with the client, which may include contact through in-person interaction, electronic communication, mail or via telephone.

(G) Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07</u> - <u>Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.

Exhibit 10: Title III-Legal Assistance

(A) **Purpose**

- (1)
- (a) To provide legal advice, assistance, counseling or representation for consumers by an attorney or other person acting under the supervision of an attorney. Legal advice, assistance, counseling or representation may be provided to the consumer via the legal hotline or through staff attorney activity.
- (b) To enable the elderly to remain as independent as possible by empowering them to exercise self-determination, by protecting their interests and by facilitating their access to local, state, and federal resources and benefits.
- (2) Legal Assistance provides free legal information and advice to assist consumers with legal problems. The legal hotline may refer consumers to a staff attorney or to other community resources that offer assistance. Legal Assistance problems include:
 - (a) Medicare; i.e., service denials and terminations and claim determinations;
 - (b) Medicaid; i.e., eligibility, coverage, and level-of-care denials or terminations;
 - (c) Medicare supplemental insurance or long-term care insurance;
 - (d) Entitlement programs, such as Social Security, SSI, or food stamps;
 - (e) Financial exploitation, such as family members, neighbors, "friends" or contractors taking advantage of an older person, fraudulent charitable solicitations, or other con games, and sweepstakes scams;
 - (f) Fraudulent charitable solicitations or other con games and scams, including sweepstakes scams;
 - (g) Home ownership or rental issues, such as foreclosures, property tax problems, homeowner or renter insurance claim denials, evictions, and failure by the landlord to maintain habitable premises.

(B) Unit of Service

(1) A unit of service is one hour (billable in 15 minute increments) of legal assistance rendered to an individual or group of consumers either in person or per telephone hotline. Preparation and research time is billable.

(C) **Priority Issue Areas**

- (1) A consumer must be a resident of Butler, Clermont, Clinton, Hamilton or Warren County and 60 years of age or older.
- (2) Consumer must have a legal problem in one of the areas mentioned above (in definition of purpose) that threatens their independent living status.

(D) Outreach/Marketing of Legal Services to Targeted Populations

Outreach methods shall include, but shall not be limited to:

- (1) Strategically locating legal assistance offices at sites where the target population is located.
- (2) Establishing contacts and networking with secondary referral sources that are most likely to have contact with targeted groups. Examples of secondary referral sources are social workers, religious institutions, nursing homes, providers of home-delivered meals.
- (3) Focusing media attention on needs of the elderly.

(E) **Provider Standards and Responsibilities**

Staffing requirements:

- (1) All Title III Legal Assistance attorneys must be authorized to practice law in the state of Ohio.
- (2) All Title III Legal Assistance attorneys must demonstrate experience and capacity to provide effective and efficient, high quality legal services in the area of law affecting older persons in economic or social need.
- (3) All Legal Hotline staff must be able to communicate with consumers/caregivers, business and legal contacts and write clear/precise documentation entries for each contact.
- (4) The provider agency shall provide legal assistance through attorneys in good standing with the Ohio Supreme Court or individuals acting under the supervision of attorneys.
- (5) The provider agency shall have staff with demonstrated expertise in specific areas of law affecting older persons in economic or social need. These areas include, at a minimum, the areas of law listed in the definition and purpose.
- (6) Paralegals and other non-attorney personnel must have direct and regular supervision by a qualified attorney and be provided skills training and training in the priority areas of law.

- (7) Any Title III attorney providing legal advice or representation in conjunction with the Title III legal services program must maintain malpractice insurance and must show proof of coverage as requested by Council on Aging of Southwestern Ohio, on an annual basis.
- (8) The provider agency shall ensure that all of its attorneys comply with the Supreme Court of Ohio's continuing legal education requirements.
- (9) The provider shall supervise all ongoing cases through a process of periodic case review of attorneys other than the attorney handling the case.

(F) General Provider Requirements

Each Title III legal assistance provider shall:

- (1) Provide legal assistance without consideration of a consumer's income or resources. The provider may question the consumer about financial circumstances as a part of the process of providing legal advice, counsel and representation, and for the purpose of identifying additional resources to which the consumer may be entitled.
- (2) Give consumers a free and voluntary opportunity to contribute to the cost of the service they receive and ensure privacy with respect to all solicitations, contributions or donations. The method of announcing the opportunity to contribute shall not discourage the utilization of the service by the potential contributor or any other potentially eligible individual in the community.
- (3) Be aware of and abide by the Older Americans Act and the code of federal regulations governing Title III legal assistance.
- (4) Demonstrate the capacity to deliver services to consumers who are institutionalized, home-bound, isolated or in receipt of community-based care programs.
- (5) Provide outreach services as an integral part of the contracted legal assistance efforts, which shall identify consumers eligible for assistance and apprise them of the availability of this service. Ensure that services of the provider are made known to the secondary referral sources.
- (6) Provide support to the regional long-term care ombudsman program if needed.

- (7) Have access to the relevant sections of the code of federal regulations and relevant state and federal statutes
- (8) Submit reports to Council on Aging of Southwestern Ohio as required by the agreement.
- (9) Have written documentation in the consumer's file on how legal problems threaten the consumer's independent living status.
- (10) Maintain records that fully document service delivery and completion of the legal assistance requested and/or case closure.
- (11) Have its attorneys and other professional staff maintain daily time logs to the tenth of the hour.
- (12) Provide legal assistance in conformance with the Ohio code of professional responsibility.
- (13) Maintain a system of consumer tracking that can be effectively audited by COA or its designee and while maintaining the attorney-client privilege.
- (14) Routinely survey consumer satisfaction.
- (15) Demonstrates the capacity to obtain other resources to provide legal services to older persons.

(G) Reporting

Billing is completed in WellSky as a Consumer Group (aggregate unit entry). In addition to WellSky reporting, each legal assistance provider must collect required data and submit to Council on Aging of Southwestern Ohio (COA). COA will send legal assistance reporting resources to contracted service providers.

(H) Consumer Contributions

This service is exempt from Rule 173-3-07 Consumer Contributions: Section (C) - Cost Sharing. The provider may solicit and accept voluntary contributions as outlined in Rule 173-3-07 Consumer Contributions: Section (B) - Voluntary Contributions.

TITLE III – OMBUDSMAN

(A) **Purpose**

Exhibit 11: Title III-Ombudsman

This program under the conveyance of the long-term care ombudsman is to:

- (1) Plan and provide community education programs and/or training events
- (2) Advocate
- (3) Investigate and resolve issues on behalf of individuals with questions or problems relating to nursing homes, assisted living, adult care centers and in-home services.
- (4) "Advocacy" means planning, preparing, and conducting community education programs, training events, and legislative and other public relations contacts; influencing the formation, implementation, and outcome of public policy affecting consumers; representing consumers, both individually and collectively, to effect a positive change.
- (5) "Core ombudsman services" means complaint handling; providing general information; providing advocacy services; providing public or community education and information; monitoring the implementation of laws; providing professional development for representatives of the office; establishing a presence in long-term care facilities with consumers and with long-term care providers; managing volunteer resources; program supervision; and program administration.

(B) Unit of Service

This service is cost reimbursed.

(C) Regulatory Compliance

Providers must ensure compliance with Ohio Administrative Code Rules 173-14-01 through 173-14-29.

(D) Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07</u> - <u>Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.

Exhibit 12: Title III-Social Isolation Interventions

A. Purpose

To reduce loneliness and social isolation among older adults through participation in in-person, virtual and/or telephonic program options. Interventions should be designed to help older adults improve social connectedness and become more active doing the things they enjoy. Interventions should be purposeful in ongoing engagement of the older adults to ensure the development of social connections to decrease ongoing isolation and loneliness.

Additionally, the purpose of the program is learning. The intent is to learn about social isolation interventions, track older adult participation in these interventions, and measure the impact of interventions through client feedback and measurement tools.

B. Service Activities, Unit(s) of Service and Documentation Requirements

Multiple types of service activities and units of services are included to allow flexibility for the types of social isolation interventions provided.

While the unit rates below are activity-based, providers should consider costs of administrative tasks and engagement of the older adult aside from the actual activity in the unit cost(s). For example, administrative costs may include recruitment, assessment, pre- and post-measurement, reporting, travel time (if applicable), etc. Engagement aside from the actual activity may include intentional invitation to the client, reminder calls, follow-up calls to ensure ongoing engagement, etc.

- 1. Group Activities that Foster Social Connectedness
 - a. Definition: In-person or virtual group activities that foster social connectedness through social interaction and constructive use of time. The needs and interests of the older adult and the feasibility of the activity fostering social connections should be primary considerations.
 - b. Example Activities: Activities may include instruction and facilitation of games, crafts, hobbies, physical activities, arts, group volunteerism, etc. These activities should include facilitation to ensure conversations and connections among the older adult participants. Virtual activities should allow participants to be seen and interact with one another during the activity.
 - c. Unit of Service Definition: One scheduled activity
 - d. Minimum Required Supporting Documentation:
 - i. Date of service delivery
 - ii. Identification of activity
 - iii. Names of participants
 - iv. Name of person facilitating the activity
 - v. Signature of person facilitating the activity

- 2. Telephonic Activities to Reduce Social Isolation and Loneliness
 - a. Definition: Routine telephonic engagement to or from older adults that live alone to provide opportunities for socialization and/or check in on the psychological wellbeing of the older adult. Telephonic activities should be routine in nature, with a minimum of one weekly call.
 - b. Example Activities: Check-in calls to conduct routine short screenings with older adults and/or routine calls from a dedicated team member or volunteer to socialize with the isolated older adult.
 - c. Unit of Service: One telephone call placed or received.
 - d. Minimum Required Supporting Documentation:
 - i. Date of service delivery
 - ii. Name of participant
 - iii. Name of person placing/receiving the call
- 3. One-on-One Activities to Reduce Social Isolation and Loneliness
 - a. Definition: Regular visits by staff or volunteers to socially isolated or lonely older adults for the purpose of companionships and social contact. These activities are intended for older adults that are unable or unwilling to leave their residence with little to no social connections and/or high levels of loneliness.
 - b. Example Activities: Visiting older adults in their homes to socialize, play games, provide meal companionship, check in on wellbeing, etc.
 - c. Unit of Service: One hour of time spent visiting with the older person (billable in 15 minute increments)
 - d. Minimum Required Supporting Documentation:
 - i. Date of service
 - ii. Participant's name
 - iii. Start time and end time of visit
 - iv. Participant's signature
 - v. Signature of staff or volunteer

C. Non-Duplication of Other Title III Funded Service Activities

Whether or not an organization is already Title III funded, there are certain Title III funded services that cannot be included in the unit cost of social isolation interventions. Examples include:

- Congregate Meals
- Home Delivered Meals including the cost of the meal and/or the cost of delivery
- Transportation

For existing Title III providers, social isolation interventions may be combined with existing Title III services. However, unit rates proposed for social isolation interventions cannot include the cost of activities already funded by Title III.

D. Reporting - Billing

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Individual client registration is required in WellSky. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source.

Clients must be assessed upon enrollment and re-assessed every 12 months by completing the NAPIS Intake Assessment Form in WellSky. A new NAPIS Assessment must be created for each re-assessment. Assessments shall be administered through direct contact with the client, which may include contact through in-person interaction, electronic communication, mail or via telephone.

Allowable Activities

Activities can vary in types and intensity, and may include a broad category of outreach/ activities including one on one and group such as social engagement, volunteerism, exercise, nutrition, mindfulness, and faith-based activities etc.

Excluded Activities

- Gambling
- Gathering of individuals that do not have planned or educational component
- Billing for activities funded through Title III
- Congregate Meals

E. Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07 - Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.

F. American Rescue Plan Act (ARPA) Funding

ARPA is one-time limited funding that expires September 30, 2024 and can be used to support activities that address loneliness and isolation. ARPA funding allows providers to pilot activities and measure outcomes which will impact future program decisions should traditional Title III funds be prioritized to address this need on an ongoing basis. COA may request pilot data.

Exhibit 13: Title III-Supportive Services

(A) **Purpose**

To link individuals sixty (60) years of age or older to appropriate community services, advocate on the individual's behalf, assisting with completion of necessary forms such as those needed for benefits or services provide support in IADL when no other support is available. This service should not supplant informal/formal support systems available.

(B) Unit of Service

A unit of service is one hour (billable in 15 minute increments) of direct service to or on behalf of the consumers rendered by the provider agency and includes administrative travel and documentation costs. The unit rate shall reflect only direct service to or on behalf of consumers. Calls or contacts lasting less than 8 minutes are not billable.

(C) Activities

Minimum activities for supportive service by provider may include, but are not limited to, any of the following consumer support tasks:

- (1) Technology Assistance that may include device set up, connecting device to internet, account set up in applications, education on how to use device, and general troubleshooting.
- (2) Grocery Ordering that may include-account set up with a grocer that offers online ordering and assistance with placing an order.
- (3) Banking which may include making routine deposits and withdrawals, cashing benefit checks, purchasing money orders, writing personal checks, paying bills in person or by mail, balancing checkbooks and reconciling monthly checking account statements.
- (4) Organizing and coordinating health insurance records including the completion of Medicare and other third-party payor claim forms for reimbursement of health care expenses.
- (5) Socialization/Visitation with clients to ensure wellness, determine need for special assistance, provide psychological reassurance and reduce isolation (e.g., conversation, listening to music, card playing, and reading).
- (6) Providing benefits counseling.
- (7) Assisting or acting as the consumer's appointed representative for maintaining public benefits (e.g., food banks, etc.).
- (8) Applying for programs such as homestead exemption, home energy assistance program, subsidized housing and prescription assistance.
- (9) Assistance with finding appropriate housing to meet the needs of the client.

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- (10) Assisting the client in selection and applying for a new insurance plan.
- (11) Assisting with business and personal correspondence including writing letters, purchasing stamps and delivering correspondence to the post office.
- (12) Monitoring of mail received for bills that are due.
- (13) Arranging appointments due to functional limitations.
- (14) Assisting with phone calls.

(D) Documentation Requirements

- (1) Lack of other support to perform task must be clearly documented in the consumer's record.
- (2) For each unit of service billed documentation must include:
 - a. Consumer's name
 - b. Date of service
 - c. Time services started and ended, or length of time spent
 - d. Task performed
 - e. Signature or initials of staff member

(E) Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Billing is completed in WellSky as a Consumer Group (aggregate unit entry). Individual client registration is required in WellSky. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source.

Clients must be assessed upon enrollment and re-assessed every 12 months by completing the NAPIS Intake Assessment Form in WellSky. A new NAPIS Assessment must be created for each re-assessment. Assessments shall be administered through direct contact with the client, which may include contact through in-person interaction, electronic communication, mail or via telephone.

(F) Consumer Contributions

This service is subject to Cost Sharing requirements for most activities as outlined in <u>Rule 173-3-07</u> - <u>Ohio Administrative Code | Ohio Laws</u>. The Provider shall have in place policies and procedures that verify compliance with this rule. The provider may solicit and accept voluntary contributions as outlined in the rule for Information and Assistance, outreach and benefits counseling.

Exhibit 14: Title III-Transportation

(A) Purpose

To transport an individual 60+ from one place to another through the use of a provider's vehicle and driver and which may, include providing the consumer with assistance to safely enter and exit the vehicle. Examples of places to which the provider may transport an individual are a medical office, congregate nutrition program site, grocery store, senior center, or government office.

(B) Unit of Service

- 1) A one-way trip constitutes one unit of transportation service.
- 2) The unit rate in a provider agreement shall reflect the provider's fully allocated costs, including administrative costs, training costs, and documentation costs.

(C) Minimum requirements for a transportation service

- 1) General Requirements:
 - a) Type of provider: Only a driver employed by an agency provider may provide the service. A consumer-directed individual provider shall not provide the service.
 - b) Drivers are required and must have visible proof of identification, i.e., name badge or uniform.
 - c) Availability: An agency provider shall possess a back-up plan for times when a driver or vehicle is unavailable. A self-employed provider shall possess a back-up plan for times when he/she or his/her vehicle is unavailable. The back-up plan may describe the process for transporting consumers when the driver or vehicle is unavailable, or it may describe the process for notifying the consumer when a driver or vehicle is unavailable.
 - d) COA requires providers to support clients with the following types of assistance: door-to-door, standby and/or physical assistance by driver.
 - e) The Provider must assure that all vehicles are easily identifiable with the Provider's name.
 - f) The Provider must maintain a written Drug and Alcohol Testing Policy.

- g) The Provider must maintain a "Wireless Communication and Electronic Device" policy for drivers including but not limited to:
 - i) Drivers prohibited from unofficial AND official use of cell phones while the vehicle is in motion. Exception: For official use (i.e., to communicate with the dispatcher or care manager) a completely hands-free device with automatic connection capability such as Bluetooth technology may be permitted.
 - ii) Text messaging prohibited for all drivers while the vehicle is in motion.
 - iii) Use of personal handheld electronics prohibited for all drivers while the vehicle is in motion.
 - iv) The use of dual ear headphones where hearing may be impaired is prohibited.
- 2) In addition to the general requirements above, providers must comply with <u>Rule 173-3-06.6 Ohio</u> <u>Administrative Code | Ohio Laws</u> for the following:
 - a) Vehicle Requirements;
 - b) Driver Requirements; and
 - c) Trip Verification Requirements

(D) WellSky Reporting

WellSky Aging and Disability data is to be collected and reported as an integral part of the providers day-to-day operations. Billing is completed in WellSky as a Consumer Group (aggregate unit entry). Individual client registration is required in WellSky. Providers are responsible for collecting and reporting information, such as client name, date of birth, gender, address, in poverty (yes/no), lives alone (yes/no), ethnicity, ethnic race, service type, service units, and funding source.

Clients must be assessed upon enrollment and re-assessed every 12 months by completing the NAPIS Intake Assessment Form in WellSky. A new NAPIS Assessment must be created for each re-assessment. Assessments shall be administered through direct contact with the client, which may include contact through in-person interaction, electronic communication, mail or via telephone.

(E) Consumer Contributions

The provider may solicit and accept voluntary contributions as outlined in the Voluntary Contributions section of <u>Rule 173-3-07</u> - <u>Ohio Administrative Code | Ohio Laws</u>. This service is exempt from the Cost Sharing section of this rule.