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**Service Agreement with Volunteer Leaders for Program Facilitation of Title III Evidence-Based Health Education Healthy U / Steady U Workshops**  
(October 1, 2021 through September 30, 2022)

This agreement is made between \_\_\_\_\_ and Council on Aging of Southwestern Ohio, Area Agency on Aging - AAA1 effective 10/01/2021 through 09/30/2022.

Now, therefore, Volunteer Leader (VL) and Council on Aging (COA) agree as follows:

**1) Engagement:** COA hereby engages VL, and VL accepts engagement, to provide COA with the following services:

- a. Prepare and facilitate Healthy U and/or Steady U Workshops in the platforms approved by Self-Management Resource Center and MaineHealth. Currently there are three workshop platforms: in-person, online and telephone. COA currently offers the following evidence-based health education workshops.

Name of Wellness Program	Available Workshop Platform
Chronic Disease Self-Management Program (CDSMP)	in-person, online and via telephone workshops
Diabetes Self-Management Program (DSMP)	in-person, online and via telephone workshops
Chronic Pain Self-Management Program (CPSMP)	in-person, online and via telephone workshops
A Matter of Balance (MOB)	in-person and online workshops

- b. The online platform, telephone conference call service, online scheduling system and online data collection surveys, along with all Healthy U/Steady U workshop materials are the property of COA. VLs will receive access to these tools for conducting approved Healthy U & Steady U workshops only. These tools will not be used by VLs for other business or personal use.
- c. Maintain your VL certification in an active status.
- d. Agree to allow others (VLs, Master Trainers, COA staff, community partners) approved by COA to audit your workshops. VLs will be notified in advance when a fidelity visit is scheduled, or when someone is auditing the workshop.
- e. Start workshops at least 15 minutes early so you can greet and welcome participants as they join.

- f. Always facilitate workshops using the fidelity model. In-person and online workshops require two VLs. Telephone workshops require one VL. The MOB online workshop requires 2 VLs and an additional person to provide technical support for all online workshops.
- g. Agree to co-facilitate with newly certified Volunteer Leaders.
- h. Ensure all required paperwork is completed accurately and returned to COA within 15 days from the last workshop session.
- i. Submit invoices for VL payment within 15 days of date of last workshop completed.
- j. Notify COA immediately when experiencing any concerns with host site sponsors, participants or training materials.
- k. When a VL commits to facilitating a workshop, the VL is expected to be available for all the scheduled sessions. If the VL knowingly cannot attend all the sessions, the VL should not agree to facilitate the workshop. Occasionally, a VL will be unable to facilitate a scheduled workshop due to a last-minute emergency or illness. The VL or co-facilitator must contact COA to report the situation and notify COA who is covering the workshop or whether COA needs to provide the coverage.
- l. All workshops must be prior approved by COA.

2) **Term:** VL will provide services to COA pursuant to this agreement for the term commencing on 10/01/2021 and ending 09/30/2022.

3) **Place of Work:** In-person workshops will be conducted in a host site sponsor facility that is located within our 5-county service area. Online and phone workshops are conducted remotely.

4) **Time:** VL is compensated for each completed workshop. See compensation schedule below.

5) **Independent Contractor:** VL is and throughout this agreement will be an independent contractor and not an employee or agent of COA. VL will not be entitled to, nor receive any benefits normally provided to COA's employees. COA will not be responsible for withholding income or other taxes from the payments made to VL. VL will be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined regarding the payment made to VL pursuant to this agreement. When appropriate, COA will provide VL with an IRS Form 1099.

6) **Remittance Basis:** COA payments to VL are subject to continued funding from the Ohio Department of Aging.

- For Healthy U In-person workshops, the VL will be compensated \$30 for each workshop completed (6 x \$30 = \$180).
- For Steady U In-person workshops, the VL will be compensated \$30 for each workshop completed (8 x \$30 = \$240).
- For Healthy U Virtual Online workshops, the VL will be compensated \$25 for each workshop completed. Online workshops include session zero along with the 6 weekly workshop sessions. (7 x \$25 = \$175).
- For Steady U Virtual Workshop, the VL will be compensated \$25 for each workshop session completed. The MOB online workshop includes a session zero along with 8 weekly workshop sessions (9 x \$25 = \$225).
- For Steady U Virtual Workshops, MOB requires a technical support person. COA is willing to compensate VLs to serve in the role of technical support. When a VL is not available and the Host Site does cannot provide technical support, the workshop will not be approved. When a VL is providing technical support, they can attend the entire workshop to troubleshoot technical issues or MOB requires the technical support to minimally participate as described below. Please note that MainHealth may change the expectations required of the Technical Support person at any time.
  - Sessions 0 & 1 – Technical Support attends the entire workshop. COA will compensate these sessions at \$25 each.
  - Session 2 – Technical support can log-off once all attendees are up and running without difficulty. COA will compensate this session at \$10.

- Sessions 3 – 8 – Technical Support can log-off after the exercises are complete and everyone is comfortable. COA will compensate these sessions at \$10 each.
- For Healthy U Telephone workshops, the VL will be compensated \$25 for each workshop session completed. Telephone workshops are 6 weekly sessions. (6 x \$25 = \$150)
- Occasionally, a VL will be unable to facilitate a scheduled workshop (last-minute emergency or illness). The VL or co-facilitator must contact COA to report the situation and notify us who is covering the workshop. VLs who agree to cover workshops during last minute emergencies, will be compensated with an additional \$10 to the regular workshop payment.
- When the VL is an employee of a Host Site sponsor, COA will not make pay the VL directly.

**7) Indemnity and Limitation:** The Parties shall indemnify and hold each other harmless for and against any loss, damage, liability or expense (including reasonable attorney's fees) incurred by either party caused by gross negligence or willful misconduct on their respective part, arising out of or in connection with its entering into this Agreement and the carrying out of the duties under this Agreement.

**8) Governing Law:** This agreement will be governed by and construed in accordance with the laws of the State of Ohio.

**9) Final Agreement:** This agreement constitutes the final understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**10) Company points of contact.**

***Brittaney Burton***

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**Check the box that best identifies your Service Agreement type.**

☐ I am not an employee of a Host Site Sponsor and I should be compensated directly for all workshops I facilitate.  
I understand and will comply with the expectations of COA, and the Healthy U/Steady U programs as outlined in this Service Agreement.

☐ I am an employee of a Host Site Sponsor. I am only interested in facilitating workshops my employer sponsors. I will never be compensated directly by COA for facilitating workshops. My employer is \_\_\_\_\_.  
I understand and will comply with the expectations of COA, and the Healthy U/Steady U programs as outlined in this Service Agreement.

☐ I am an employee of a Host Site Sponsor. My employer is \_\_\_\_\_. I am interested in facilitating workshops my employer sponsors and community workshops that my employer does not sponsor. I understand it is my responsibility to invoice COA for the community workshops I facilitate and am eligible for direct financial compensation.  
I understand and will comply with the expectations of COA, and the Healthy U/Steady U programs as outlined in this Service Agreement.

**Please sign and date this Service Agreement and return it along with a completed IRS Form W-9. The W-9 is not required if the VL is not receiving financial compensation from COA. A copy of the agreement will be returned with COA signatures.**

(Print Volunteer Leader Name) \_\_\_\_\_ (COA Representative) \_\_\_\_\_

(VL Signature) \_\_\_\_\_ Brittaney Burton, Council on Aging

(VL Address) \_\_\_\_\_ (Date) \_\_\_\_\_

\_\_\_\_\_  
(VL Phone and E-mail) \_\_\_\_\_