

Acknowledgement, Assurances, and Certifications

SERVICE PROVIDER

CONDITIONS OF PARTICIPATION

The Agency is required by the Ohio Department of Aging and the U. S. Administration on Aging to develop specific Conditions of Participation, as a contractual requirement with which Service Providers receiving Title III, Senior Community Services (SCS), Nutrition Services Incentive Program (NSIP) and Alzheimer’s Respite funds must comply. By agreement with the Lucas County Commissioners, this same requirement applies to the Lucas County Senior Services Levy funds administered by the Agency.

These Conditions of Participation are an integral part of the agreement reached between the **AREA OFFICE ON AGING OF NORTHWESTERN OHIO, INC.**, an Ohio nonprofit corporation (the "Agency"), having an address of Executive Administration Office Building, 2155 Arlington Avenue, Toledo, Ohio 43609 and the "Service Provider". The parties’ agreement consists of the Notice of Grant Award signed by the Service Provider and these Conditions of Participation (the "Contract").

WITNESSETH:

WHEREAS, the Agency has been designated the official regional planning and service development organization for Older Northwest Ohioans and shall award funds for this purpose; and,

WHEREAS, the Service Provider has submitted to the Agency an application/ proposal (the "Application") to provide services to people aged 60 and over and/or their caregivers; and,

WHEREAS, the Agency desires to award a contract to the Service Provider, subject to the terms and conditions of the Notification of Grant Award, the Application/Proposal, the Service Provider’s approved budget, and any other conditions set forth by the regulatory body providing these funds; and,

WHEREAS, the Service Provider agrees this is either a "Purchase-of-Service Agreement" or a "Time-and-Materials Agreement", as specified in the current notification of grant award/contract and will be reimbursed. A "purchase of service agreement" means an agreement through which a service provider is paid a pre-determined unit rate for only the services it actually provides in accordance with the agreement. A "time-and-materials agreement" means an agreement through which a Service Provider is paid for services it provides to individuals based on the Service Provider’s actual costs; and,

WHEREAS, this Contract will start and end on the dates specified in the Notification of Grant Award to the Service Provider, unless otherwise notified by the Agency; and,

WHEREAS, the Agency may terminate this Contract, rather than fulfill all years of the multi-year Term, under any one or more of the following circumstances:

- The Service Provider does not demonstrate satisfactory performance

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- The Service Provider fails to submit programmatic and financial reports in accordance with policy and procedures
- The Service Provider does not meet the match requirements
- The Agency does not have funds to pay for the goods and/or services for a subsequent year
- A situation arises that was unforeseen at the time the Agency and the Service Provider entered into the Contract. Examples of unforeseen situations are changes in the market conditions or changes in the law regulating the goods or services the Contract covers; and,

WHEREAS, this Contract may be terminated with or without cause by either party upon 60 days advance written notice to the other party; and,

WHEREAS, the Agency may terminate the Contract immediately in the event there is loss of funding, disapproval by a federal administrative agency, or upon discovery of noncompliance with any term in this contract of any federal or state law, rule, executive order or regulation governing the work to be performed by Service Provider under this contract, including failure to effectuate the program goals or agency priorities, as determined by the Agency, the Ohio Department of Aging (AGE), or the federal awarding agency pursuant to 2 CFR 200.340. In the event of termination pursuant to this paragraph, the Agency shall send a written notice of termination specifying the reason for the termination to the Service Provider as soon as possible after the Agency becomes aware of the need for termination. The Service Provider's breach or violation of terms of this agreement may result in imposition of administrative, contractual or legal remedies, including sanctions and penalties as appropriate and/or provided by law; and,

WHEREAS, this Contract and the Agency's obligations contained herein are contingent upon the availability of funding (which could be reduced by the regulatory and/or administrative entity without notice or cause), the Agency may modify this Contract at any time such condition occurs; and,

WHEREAS, the Agency may de-obligate and redistribute funds, if the Service Provider is not, in a timely manner, earning the funds it was awarded. The Service Provider may appeal the Agency's decision to redistribute funds under rule 173-3-09 of the Ohio Administrative Code; and,

WHEREAS, the Agency reserves the right to disallow costs and recover funds on the basis of a later audit or other review. The Agency reserves the right to request the return of funds received by the Service Provider from the Agency in excess of allowable expenses at any time. The Agency will give at least one-week notice of this request; and,

WHEREAS, service units and unit rates, including the maximum allowable funding ceiling, are non-negotiable after the approval and signing of this contract, unless additional resources are secured by the Agency for the purpose of increasing the provision of service units; and,

WHEREAS, the Agency may increase the unit rate in the following circumstances: documented increased costs associated with implementing more person-centered services, improved quality and incentive payments for performance outcomes, documented increase in service costs (i.e. increase in gasoline cost), or other reason listed in the request for proposal for this Contract; and,

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WHEREAS, the Service Provider shall ensure that the rates charged in this Contract are not more than the usual and customary fees charged to non-Agency clients for the same service; and,

WHEREAS, except as otherwise required by federal law, all expenses charged or allocated to this Contract shall be reasonable, allowable and allocable, as defined by the United States Office of Management and Budget (OMB) for purposes of the federal grants awarded by the United States government; and,

WHEREAS, this Contract will be monitored and evaluated for contract compliance and/or program outcomes and/or performance. Contracts may be reduced or discontinued for non-compliance, failure to submit financial and programmatic reports according to the policies and procedures, and/or lack of performance. The Agency shall provide written notice of deficiencies to the Service Provider and allow a reasonable opportunity (not to exceed six months) for the Service Provider to take corrective action, prior to the implementation of any sanction(s); and,

WHEREAS, the Agency and the Service Provider shall be generally guided by the principles and standards of the Older Americans Act of 1965, as amended, regardless of the funding source, in the administration and delivery of all programs and services for Older Northwest Ohioans; and,

WHEREAS, the Service Provider shall comply with federal laws if the Service Provider receives federal funds. These laws include the Older Americans Act, Subparts C and D of 45 CFR Part 1321, 2 CFR 200.318 to 200.327 and 2 CFR Part 300, 45 CFR Parts 160,162 and 164 regarding individually identifiable health information and protected health information, and all other applicable federal laws, rules or executive orders; and

WHEREAS, If an amendment, repeal or rescission of any law, rule, or regulation cited in Notification of Grant Award/Contract would change the responsibilities of the Agency, the Service Provider, or both the Agency and the Service Provider, then the Agency, the Service Provider or both the Agency and the Service Provider shall comply with the amendment, repeal, or rescission of the law, rule, or regulation even if the agreement is not updated before the amendment, repeal, or rescission takes effect; and

WHEREAS, the Service Provider shall comply with all applicable state laws, rules, or executive orders.; and

WHEREAS, unless otherwise indicated in the Contract, the Contract is subject to any rule in chapter 173-3 or 173-4 of the Ohio Administrative Code regulating agreements in general or the provision of any service procured through the Contract. The Service Provider shall sign up for email updates about these rules at <https://aging.ohio.gov/see-news-and-events/subscribe/subscribe>; and,

WHEREAS, the Service Provider shall cooperate with the Agency and the Ohio Department of Aging to assess disaster impact on service participants and to coordinate with public and private resources in the field of aging to assist service participants when the President of the United States declares that the Service Provider's service area is a disaster area; and,

WHEREAS, these Conditions of Participation will be used in administering all funding awards of the Agency, unless otherwise specified in the Contract; and,

WHEREAS, if the Service Provider provides a service to an individual who is enrolled in a case management services as part of care coordination, then the Service Provider shall notify the Agency of any significant change that may necessitate a reassessment of the case-managed individual's need for the service no later than one day after the Service Provider is aware of a repeated refusal to receive the service(s); changes in the individual's physical, mental or emotional status; documented changes in the individual's environmental conditions; or other significant documented changes to the individual's health and safety. If "one day after" falls on a weekend or legal holiday, the deadline is extended to the next business day.

WHEREAS, If the Service Provider provides a service to an individual who is enrolled in a case management service with the Agency as part of care coordination, the Service Provider shall notify the Agency and the case-managed individual in writing of the anticipated last day the Service Provider will provide service to the case-managed individual no later than thirty (30) days before the anticipated last day, 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 individuals' decision to discontinue the service; or a similar reason why the provider is unable to notify the Agency and the case-managed individual thirty days before the anticipated last day. The Service Provider shall also notify the case-managed individual on how to reach a long-term care ombudsman. If the thirtieth day falls on a weekend or legal holiday, the deadline is extended to the next business day.

WHEREAS, If a federal, state or local government regulatory authority prohibits the Service Provider from providing the goods or services required by the Contract, the Service Provider shall notify the Agency of the disciplinary action and the Agency shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the Service Provider to be ineligible to be paid with Older Americans Act funds for providing goods or services to individuals;

WHEREAS, the Service Provider shall ensure that all necessary records are maintained to fully disclose the extent of services provided for a period of three (3) years from the expiration date of this Contract, or until an audit is completed and every exception resolved, whichever is later, and to provide these records upon request to the Agency or its designee for audit purposes; and,

WHEREAS, the Service Provider shall store each service recipient's electronic records in a password protected file and physical records in a designated, locked storage space.

WHEREAS, The Service Provider shall immediately report any reasonable cause to believe an individual is the victim of abuse, neglect or exploitation to the local adult protective services program in accordance with section 5101.63 of the Revised Code.

WHEREAS, the Agency's obligations contained herein are contingent upon the availability of federal, state and local funding, which may be reduced by the regulatory or administrative entity without notice or cause during the Program Year; and,

WHEREAS, the Agency is not allowed to enter into an agreement with any service provider that the SAM database lists are excluded or disqualified from agreements involving federal funds. As used in this paragraph, "SAM database" means the general service administration's "System for Award Management," which is available to the general public for free on www.sam.gov; and,

NOW, THEREFORE, the Agency and the Service Provider agree as follows:

1. Matching Share

All Service Providers awarded Title III-B funds of the Older Americans Act, are required to identify in the approved budget all matching resources (cash and/or in-kind) by source and amount. First year Service Providers must provide at least a 25 percent match of the Title III-B allocation in local matching resources; second year Service Providers must provide a 40 percent match of the Title III-B allocation in local matching resources; third year Service Providers and those funded thereafter, must provide at least a 100 percent match of the Title III-B allocation in local matching resources. Service Providers must provide non-federal match as outlined in the approved budget and must keep the records necessary to document these costs, since such costs will be audited.

All Service Providers awarded Title III-C funds of the Older Americans Act, are required to identify in the approved budget all matching resources (cash and/or in-kind) by source and amount. Service Providers must provide a 15 percent match of the Title III-C allocation in local matching resources. Service Providers must provide non-federal match as outlined in the approved budget and must keep the records necessary to document these costs, since such costs will be audited.

Failure to properly document non-federal match may result in repayment or de-obligation of the funds for which the match was required, depending upon the time at which the deficiency is discovered.

2. Services

(a) The Service Provider shall furnish services on behalf of the Agency. The Service Provider shall perform the services in order to meet, prior to the expiration of the Term, the approved service objectives set forth in the application.

(b) The objectives may not be revised without the written approval of the Agency. The Service Provider shall submit to the Agency, at least thirty (30) days prior to the proposed effective date of any changes, a written statement setting forth the proposed revisions, and the reasons for seeking revisions. Failure to do so may result in recovery or de-obligation of funds allocated to that specific objective, depending upon the time at which the deficiency is discovered.

(c) Preference shall be given to older individuals with the greatest economic or social needs. Service Providers shall maintain adequate documentation to support these preferences, which are set forth by Agency, ODA and the Administration on Aging (AOA).

i. Greatest economic need: means the need resulting from an income level at or below the Federal poverty level and as further defined by State and area plans based on local and individual factors, including geography and expenses.

ii. Greatest social need: means the need caused by noneconomic factors, which include: ☐ Physical and mental disabilities;

☐ Language barriers;

☐ Cultural, social, or geographical isolation, including due to: • Racial or ethnic status;

- Native American identity;
- Religious affiliation;
- Sexual orientation, gender identity, or sex characteristics;
- HIV status;
- Chronic conditions;
- Housing instability, food insecurity, lack of access to reliable and clean water supply, lack of transportation, or utility assistance needs;
- Interpersonal safety concerns;
- Rural location; or
- Any other status that:
 - Restricts the ability of an individual to perform normal or routine daily tasks; or
 - Threatens the capacity of the individual to live independently; or
- Other needs as further defined by AGE and the Agency based on local and individual factors.

4. Payments to the Service Provider

(a) Service Provider shall submit an invoice using the Request for Funds (RFF) form along with the corresponding SAMS Agency Summary Report to Agency fiscal staff within five (5) calendar days following the last day of service each month. The Agency issues payment on the 15th and the last day of the month. The Agency fiscal staff will review the invoice for completeness and accuracy prior to authorizing payment for the fifteenth (15) calendar day. An invoice that contains errors, incorrect rates, or non-covered services is subject to adjustment to issuance of payment. In the event the provider submits an invoice that is not accurate or timely submitted, Agency fiscal staff will utilize its best efforts to have the invoice paid within the fifteenth (15) calendar-day period described above. However, this is not guaranteed and payment may be delayed to the next time payments are issued.

(b) The Agency shall have the right to refuse payment of Service Provider claims when claims are not received within sixty (60) days of the end of the month in which services were delivered. Please note, the Agency will not provide reimbursement after the fiscal period for the funding source, or the agency, has been closed.

(c) A correct invoice shall include the SAMS Agency Summary Report attached to the RFF. Units of service on the RFF, program income collected, and total request for reimbursement from the Agency shall match the information on the SAMS Agency Summary Report.

(d) All outstanding Notification of Grant Awards must be signed by the Service Provider before any payment is released by the Agency.

(e) Wellsky Aging and Disability (SAMS) is the current program database designated by the state for reporting. In the event, the state changes databases, the Service Provider shall use the replacement database in place of Wellsky Aging and Disability (SAMS).

(f) If the Service Provider discovers an error in previously processed billing, then the Service Provider should report this immediately. The Service Provider shall submit a revised Request for Funds form and Agency Summary Report for the service month where the error occurred.

(g) The Service Provider shall file all reports and documentation by the due date specified herein with the Agency.

(h) In addition, the Agency may de-obligate and redistribute funds if the provider is not, in a timely manner, earning the funds it was awarded.

(i) The Service Provider is eligible for reimbursement by the Agency upon providing authorized units of service in accordance with the Conditions of Participation and Service Specifications to individuals identified by the Agency as eligible according to the terms and conditions of this Contract.

(j) In the event that the Service Provider is paid for services not allowable under terms of this Contract, the Service Provider shall return such funds. The Agency may also deduct the amount of the overpayment from future reimbursement with or without any prior notice to the Service Provider. If the amount of the future reimbursement is insufficient to cover this obligation, the Agency shall require remittance from the Service Provider. The Service Provider shall notify the Agency's President/CEO immediately, in writing, upon the discovery of any overpayment.

(k) The Service Provider shall return any payments for its services, if the Service Provider's provision of the services did not comply with applicable laws, rules, or executive orders.

5. Program and Fiscal Reporting

(a) The Service Provider shall submit to the Agency financial reports, program reports, and supporting documentation as may be requested or required by the Agency, the Ohio Department of Aging (AGE), the Administration on Aging (AOA) and any other appropriate authority.

(b) The Service Provider shall meet the monitoring, auditing and financial reporting requirements set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 45 CFR Part 75 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards", the Ohio Revised Code and any other applicable federal, state or local regulations.

(c) Failure to submit programmatic and financial reports on time may be basis for withholding payments, suspension, termination, or denial of continued funding.

6. Service Provider Carry-over of Funds

Funds remaining unspent at the end of the contract period **may not** be carried over by the Service Provider. These funds revert to the Agency for reassignment, re-budgeting, and/or return to the state or federal government.

7. Accounting, Books and Records.

(a) The Service Provider will submit a written budget with the request for proposal. If the provider requests a change in their unit rate during the contracting period, then they will submit a revised budget with the request for change in unit rate.

(b) The Service Provider shall maintain and retain such books of account, records, and other supporting documentation as may be required by "Generally Accepted Auditing Standards", 45 CFR Part 75, the Agency, ODA, or the AOA. The AOA, ODA, the Agency, other funding authorities and Agency auditors may inspect all books, records and documents of the Service Provider in connection with the Services.

(c) The Service Provider shall comply with rule 173-3-07 of the Administrative Code, Older Americans Act: voluntary contributions, cost sharing and other program income.

(d) The Service Provider shall establish and implement procedures satisfactory to the Agency for soliciting, collecting, and accounting for Program Income and provide the Agency with written documentation of such procedures. "Program Income" has the same meaning as in 2 C.F.R. 200.1 Under 45 C.F.R. 1321.9(c)(2)(xii), "program income" includes voluntary contributions and cost sharing.

(e) The Service Provider shall submit to the Agency proof of non-profit (501(c)(3) status, if applicable.

(g) Expenses charged against the funds included here shall not be incurred by the grantee, except during the term of the Contract, as specified in the Notice of Grant Award. All expenses allocated to senior services must be reasonable, using an acceptable method and supported by appropriate worksheets and/or time studies. All expenses incurred or obligated for the approved programs must be supported by signed contracts, payroll records, purchase orders, requisitions, bills or other evidence of liability consistent with the Agency's established procurement procedures.

(h) The Service Provider shall ensure that any requests for additional program funds and/or units of service or a one-time request for reallocation of funds and/or units of service are forwarded to the Agency not later than August 1st of the Contract year. The Agency has until October 31st to approve and revise the Notification of Grant Award.

8. Service Provider Monitoring

The Service Provider agrees to participate in good faith in monitoring the Service Provider's provision of services to include program and fiscal operations. To participate in good faith includes assisting the Agency and AGE with the scheduling of announced or unannounced monitoring and providing the Agency and AGE with access to its business site(s) during the provider's normal business hours, a place to work in its business site(s), and access to policies and records for each unit of service billed.

Monitoring sessions may be conducted periodically throughout the Term of this Contact.

9. Insurance

The Service Provider shall purchase and maintain the following types of insurance: workers' compensation; comprehensive general liability with limits no less than \$1,000,000; comprehensive automobile liability (where applicable) with limits no less than \$1,000,000, and an umbrella policy. All policies shall name the Agency as an additional insured. The policies shall contain a provision prohibiting cancellation or substantial change without thirty (30) days prior written notice to the Agency. The Service Provider shall furnish the Agency with Certificates of Insurance covering the term of the Contract.

The Service Provider agrees to indemnify, defend, and hold harmless the Agency against any and all liability, costs, expenses, attorney's fees, claims and demands which may arise from, or be asserted against the Agency in connection with, any undertakings or responsibilities of the Service Provider, its officers, or employees, including all negligent acts or omissions on the part of the Service Provider, its agents, officers or employees.

The Service Provider shall obtain "Employee Dishonesty" coverage for all employees who have access to funds. Limits should be high enough to cover 100% of the Notification of Grant Award/Contract.

10. Supplies and Equipment.

(a) Title to all equipment, supplies, real property, personal property, and fixtures purchased with funds under this contract shall be vested with the Agency.

(b) The Service Provider shall comply with Agency Policy 314, Multipurpose Senior Center Capital Improvements, and Agency Policy 309, Vehicle Acquisition and Disposal, if applicable.

11. Confidentiality

(a) The Service Provider **shall not** disclose any information about, or obtained from, an individual served or employed by the Service Provider without the individual's written consent. Client profile data may not be released without the prior written permission of the Agency.

(b) The Service Provider shall not use or disclose any information concerning an individual for any purpose not directly associated with the provision of goods or services, even if the individual consents to doing so.

(c) When disclosing protected health information, the Service Provider shall also comply with the Agency's Business Associate Agreement and the required federal laws.

(d) The Service Provider shall not provide access to their senior clientele to any agency or individual seeking information through questionnaires, polls, assessments, etc. without prior written approval of the Agency.

12. Personnel

(a) The Agency recommends that Service Provider staff new-hires (Executive Director, Program Directors, etc.) receive orientation to the Agency. Arrangements shall be made through the Agency's

Provider Relations Department. Additionally, the Agency recommends that all key staff new-hires attend the Ohio Association of Area Agencies on Aging's (O4A) orientation program "Aging in Ohio." Information on this program is available at O4A's website <http://www.ohioaging.org>.

(b) The Service Provider is responsible for maintaining a current staffing plan, organizational chart and job descriptions, and for submitting them to the Agency as required.

(c) The Service Provider shall submit personnel policies, which include the Service Provider's grievance procedure, to the Agency, upon request.

(d) The Service Provider shall develop and keep on premises its policy on employment and service provisions for the disabled and a plan for compliance with Sections 503 and 504 of the Rehabilitation Act and the Americans with Disabilities Act, as amended.

(e) The Service Provider shall develop and keep on premises its policy on sex discrimination and a written plan for compliance with Title VII of the Civil Rights Act and the Equal Pay Act of 1963, as amended.

(f) The Service Provider shall provide the name and contact information for its board president, if applicable, and notify the Agency of any changes within 30 days.

(g) The Service Provider shall develop a conflict-of-interest policy and provide to the Agency upon request. The policy should include the following provisions: (1) Using official positions for the purpose of private gain is prohibited. This pertains to any person who is an employee, elected agent, consultant, officer, or appointed/elected official of a recipient program receiving funds or of any designated public agency or sub-recipient. (2) No person who exercises any functions or responsibilities in publicly funded activities may obtain a personal or financial interest or benefit from the activity other than by receipt of a salary. This also applies to those with whom they have family or business activities, during their tenure or for one (1) year thereafter. (3) To avoid even the appearance of Conflict of Interest, the Service Provider should know the members and directors of organizations with whom they conduct business.

(h) The Service Provider shall develop and maintain a written plan for compliance with the Drug Free Workplace Act of 1988.

(i) When hiring an applicant for, or retaining an employee in, a paid direct-care position, the Service Provider is subject to section 173.38 of the Revised Code and Chapter 173-9 of the Administrative Code, or if self-employed, section 173.381 of the Revised Code and Chapter 173-9 of the Administrative Code.

13. Compliance with Laws, Policies and Procedures Manual

(a) The Service Provider acknowledges that this contract is a "sub-grant" as defined in 45 CFR Part 75. The Service Provider shall comply in all respects with 45 CFR Part 75 and shall cooperate with and assist the Agency in meeting its obligations hereunder.

(b) The Service Provider shall obtain and maintain all necessary licenses and permits and comply with all federal, state, and local laws and ordinances concerning health and safety.

(c) The Service Provider shall comply with all local, state and federal laws and regulations including the filing, payment and withholding of local, state and federal taxes, retirement and other such requirements as may be on employers. The Service Provider shall provide proof of (1) State and federal identification number; and (2) Exemption from federal income tax number pursuant to (501)(c)(3).

(d) If applicable, the Service Provider shall submit to the Agency a copy of Federal Form 990 - "Return of Organizations Exempt from Income Tax" for the previous year.

(e) The Service Provider shall comply with all established service standards and other policies and procedures applicable to the provision of services contracted for between the Agency and the Service Provider. The Agency's Policy and Procedures Manual shall be the formal document containing all service specifications and policies and procedures pertaining to contracted services and Service Provider relations and responsibilities to the Agency.

14. Attendance at Agency Meetings

The Service Provider's Project Director and appropriate staff person(s) are required to attend any conferences, meetings and training sessions sponsored by the Agency, unless specifically exempted.

15. Publicity

The Service Provider shall assume the primary responsibility for publicizing services, in order to assure that persons in the service area are aware of the availability of said services. All publicity initiated for the project shall be submitted in advance to the Agency, if possible. The Agency shall be listed as a sponsor of the project on all publicity pertaining to the project.

16. Covenants of the Agency.

(a) If requested in writing, the Agency will provide technical assistance to the Service Provider in preparing the reports required hereunder.

(b) The Agency reserves the right to de-obligate after September 30 of the Term, as specified in the Notice of Grant Award, any funds which the Agency believes will not be expended by the end of December 31 of the term.

17. Defaults and Remedies.

(a) The Service Provider shall be in default under this contract upon the occurrence of any of the following events of default: (1) The Service Provider fails to perform any term or condition of this contract or any other contract or agreement between the Agency and the Service Provider; (2) The Service Provider fails to meet service levels as described in the Contract. (3) Any of the Assets is damaged or destroyed and such damage or destruction is not covered by insurance; (4) The Service Provider becomes insolvent, a petition in bankruptcy is filed by or against the Service Provider, the Service Provider makes an assignment for the benefit of creditors, or a receiver is appointed on behalf of the Service Provider; (5) The Service Provider submits fraudulent reports to the Agency or

misappropriates funds provided by the Agency for services under this contract; or (6) Service Provider receives a qualified opinion, an adverse opinion or a disclaimer of opinion on financial statements examined by independent auditors.

(b) Upon the occurrence of an event of default, the Agency may terminate or suspend the Contract in whole or in part in accordance with 45 CFR 75

18. Hearing Procedure for Appeal of Adverse Action:

The Agency shall provide an opportunity for a hearing to any Service Provider whose contract is terminated or not renewed, except as provided in 45 CFR, Part 74, Subpart M (See Appendix), and item 17 of the above.

(a) If a Service Provider wants a hearing, a request must be filed in writing with the Agency within thirty (30) days following its receipt of the notice of the adverse action detailing the specific complaint of the Service Provider.

(b) The Agency will acknowledge, by letter, the receipt of the appeal.

(c) The Agency and the Service Provider have ten (10) working days to resolve the appeal informally by negotiation.

(d) If no informal remedy is made within ten (10) working days, the Agency will conduct hearing procedures. An Appeals Officer will be designated by the Agency to conduct the hearing procedures.

(e) The Agency will notify all of the parties involved of the hearing date, time and location by certified letter signed by the President/CEO of the Agency. The hearing procedures will be completed within one hundred twenty (120) working days of the original receipt of the appeal by the Agency.

(f) The Agency shall forward a copy of the Service Provider's written request for the hearing and a copy of the Agency's final decision on the matter to AGE no later than five days after the date the Agency renders its final decision. If the fifth day falls on a weekend or legal holiday, as defined in section 1.14 fo the Revised Code, the deadline is extended to the day immediately following the fifth day that is not a weekend or legal holiday.

(g) After the Agency renders a final decision on the appeal, the provider may request an administrative hearing before ODA per

rule 173-3-09 of the Ohio Administrative Code.

19. Notices Regarding Appeals

Any notices required or permitted hereunder shall be sent by certified mail, return receipt requested, with postage prepaid, to the address set forth above or to any address to which the sending party has received notice. All notices shall be effective, regardless of whether or not received, on the earlier of actual receipt or two days after mailing in accordance with this paragraph.

20. Miscellaneous

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(a) This Contract may only be amended by an instrument in writing executed by the Agency and the Service Provider.

(b) This Contract shall be governed by and in accordance with the policies of the Agency, AGE, AOA, the Older Americans Act and implementing regulations, and the laws and regulations of the State of Ohio and any other applicable local and federal laws.

(c) These Conditions of Participation and the Notification of Grant Award constitute the parties' Contract, and it shall be binding upon, and inure to the benefit of, the Agency, the Service Provider, and their respective heirs, executors, administrators, personal representatives, and permitted assigns.

(d) If any provision of this Contract is held to be invalid or unenforceable, that holding shall be without effect upon the validity and enforceability of any other provision of this Contract.

(e) Headings are inserted for convenience and reference only and are not to be construed in the construction or interpretation of any provision of this Contract.

(f) The Service Provider shall not assign, in whole or part, any of its rights under this Contract. The Service Provider shall not delegate or subcontract any of its duties under this Contract without the prior written consent of the Agency.

(g) Service Providers may not engage in activities which constitute a "Conflict of Interest," or violate applicable standards of professional and business ethics, as defined under the Ohio Revised Code and any other local, state and federal laws related to the Older Americans Act and state funded programs.

(h) No Service Provider shall use his authority, influence through gifts or other such means, to secure business from clients or employees of the Agency.

(i) Service Providers shall not actively recruit or hire employees or former employees of the Agency, for a period of at least one year from the last day of departure from the Agency.

(j) Service Providers shall not knowingly recruit or solicit clients or staff from other Agency Service Providers.

21. Records

(a) The Service Provider may use an electronic system to collect or retain records.

(b) The Service Provider is required to retain any record relating to services provided, including activity plans (if required), assessments (if required), permits (if required), evaluations (if required) and mandatory reporting items to verify a unit of service, until all of the following periods of time have passed:

- i. Three (3) years after the date the Service Provider receives payment for the services.
- ii. The date on which AGE, the Agency, or a duly authorized law enforcement official concludes monitoring the records and any findings are finally settled.

iii. The date on which the auditor of the State of Ohio, the inspector general, or a duly authorized law enforcement official concludes an audit of the records.

(c) The Service Provider shall retain all records regarding an employee's background checks and qualifications, including records on initial qualifications, successful completion of orientation and subsequent training (if required), and performance reviews (if required) until all of the following periods of time have passed.

i. Three (3) years after the date the Service Provider no longer retains the employee.

ii. The date on which AGE, the Agency, or a duly authorized law enforcement official concludes monitoring the records and any findings are finally settled.

iii. The date on which the auditor of the State of Ohio, the inspector general, or a duly authorized law enforcement official concludes an audit of the records.

22. **Communications** with the Agency are to be made as follows:

a. Official correspondence and policy questions - **President/CEO with a copy to Vice President, Provider Relations;**

b. Additional Funding Requests or Modifications to Notification of Grant Award/Contract- **President/CEO with a copy to Vice President, Provider Relations**

c. Compliance/monitoring, contracted services and service levels, and Wellsky Aging and Disability Data Entry, **Provider Relations Specialist-OAA;**

d. Fiscal Reports and Request for Funds (for services delivered) - **Fiscal Department;**

e. Agency Business Associate Agreement, HIPAA Compliance and Breaches of Protected Health Information – **Agency HIPAA Compliance Officer.**

23. **Final Acknowledgement of Contract Responsibilities**

By signing and returning the Notice of Grant Award portion of the Contract, the Service Provider promises and warrants compliance with these Conditions of Participation and with all local, state, and federal regulations, rules and conditions governing the funds to which they are attached. Further, the Service Provider certifies that they have the authority to enter into the Contract and assume responsibility/liability for compliance. This Contract is subject to revisions, and other modifications, with or without notice, as deemed necessary by the Agency, and the Agency has the right to terminate this Contract, as specified in the aforementioned Conditions of Participation.

ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF FUNDING AWARD

In applying to the Area Office on Aging of Northwestern Ohio, Inc. (AOoA) for funding to provide the services herein proposed, the Applicant Agency (Applicant), by and through its Authorized Signatory whose name appears below, acknowledges and agrees to the following conditions:

1. Funds awarded as a result of this proposed request shall be expended for the purposes set forth herein, and shall be subject to and conditioned upon the terms of a contract to be executed by and between the AOoA and the Applicant, which incorporated by reference all applicable laws, regulations, policies and procedures of the Area Office on Aging of Northwestern Ohio, Inc., the Ohio Department of Aging, the Administration on Aging, the Administration for Community Living, and U.S. Department of Health and Human Services.
2. The applicant's employment practices, the provision of federally-funded services and the awarding of federal funds for the purchasing or sub-contracting of goods and services shall be non-discriminatory and comply with the provisions of Title VI and VII of the Civil Rights Act (42 USC 2002 d and 2002 e), the age Discrimination in Employment Act (29 USC 620 et.seq.), the Equal Pay Act (29 USC 206(d)), the Rehabilitation Act (29 USC 794), Title IX of the Education Amendments Act of 1972, (20 USC 1681), the Age Discrimination Act (42 USC 6101), and other applicable nondiscrimination laws. The Applicant further assures that no portion of its program(s) for which AOoA funding is sought will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. Effort shall be made by Applicant to make programs and facilities accessible to eligible qualified handicapped and disabled persons.
3. Following the initial submission of this proposal, any subsequent modifications must be made in writing to the President/CEO of the AOoA and shall require the approval of the President/CEO of the AOoA before such modifications shall be deemed incorporated into this proposal. This requirement is applicable to any modifications proposed by the Applicant during the term of the award.
4. In accordance with the AOoA contract, funds awarded to an Applicant Agency may be terminated, for violation of any term, condition and/or requirement of this agreement.

Signature of Person Authorized to Sign

Date

Proposal for Applicant Agency

Typed Name & Title of Authorized Signatory

AGENCY AUTHORIZATION TO SUBMIT CERTIFICATION

AGENCY: _____

We, the undersigned, certify that all information (including funding levels) are true to the best of our knowledge. This application was approved and authorized for submission to the AOoA by:

(Name of Governing Board)

(Date of Meeting)

Should this agency receive the grant(s) applied for, we will fulfill the intent of the application, we further understand that additional documentation will be required after grants are awarded and agree to comply with AOoA requirements regarding same.

President, Governing Board: _____
(Typed Name)

Signature of President: _____ Date: _____

President, Advisory Council: _____
(Typed Name)

Signature of President: _____ Date: _____

Director of Agency: _____
(Typed Name)

Signature of Director: _____ Date: _____

**GENERAL ASSURANCES OF COMPLIANCE WITH QUALITY ASSURANCE
STANDARDS AND REQUIREMENTS**

The applicant Service Provider Agency (Applicant) hereby assures and certifies that it will comply with the ODA and AOoA Quality Assurance policies, procedures, standards, guidelines and requirements, as they relate to the application, acceptance and use of Federal Title III funds, Community Services Block Grant funds, and Lucas County Levy - Senior Services Funds for the Applicant's proposed federally-assisted aging services program. Also the Applicant assures and certifies that:

1. It recognizes that although quality assurance practices and procedures are mandated and monitored by the ODA and AOoA, it is the provider agency that must retain ultimate responsibility for the quality assurance function. It further recognizes that the overall responsibility for ensuring quality rests within the provider's organization.

2. It shall comply with the ODA/AOoA General Quality Assurance Standards for Providers which focus on agency operations and client care. (The standards are contained in Appendix C: Quality Assurance Service Standards.)

3. It shall comply with quality assurance service standards for the following services: adult day care; transportation; escort; chore; homemaker; home health aide; home maintenance modification and repair; and home delivered meals. The Applicant acknowledges responsibility as to compliance and awareness that failure on its part to comply may constitute sufficient basis for (1) a finding by AOoA of lack of administrative capability and (2) imposition by AOoA of appropriate sanctions. (The service standards are contained in Appendix C: Quality Assurance Service Standards.)

The Applicant Agency also recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and that the ODA and AOoA will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below as authorized to sign this Assurance on behalf of the applicant agency.

The Assurance obligates the Applicant for the period of their Title III service contract, to proceed in good faith and in cooperative effort to bring those services subject to quality assurance which are contracted for into compliance with all applicable quality insurance standards and requirements.

Name of Applicant Agency

<hr/> <p>Signatory Name (Typed)</p>	<hr/> <p>Title of Signatory</p>
<hr/> <p>Signature of Authorized Official</p>	<hr/> <p>Date</p>
<hr/> <p>Signature of Board President</p>	<hr/> <p>Date</p>

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

_____ (print or type name) hereinafter called the "Applicant" HEREBY AGREES THAT, it will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds 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; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department this assurance shall obligate the Applicant, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for the purpose for which the federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this Assurance on behalf of the Applicant.

Name of Applicant (type or a print)

Date

By: _____
Signature of Authorized Official

Title

Applicant's mailing address:

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE
REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45C.F.R. 84.5(a)), the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on application for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation (45 C.F.R. 84.5(b)).

The recipient: (Check (a) or (b))

- a. employs fewer than fifteen persons;

- b. employs fifteen or more persons and, pursuant to §84.7(a) of the regulation [45 CFR 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the Health and Human Services regulations:

Name of Designee (Type or Print)

Name of Recipient (Type or Print)

(IRS) Employer Identification Number

Street Address or P.O. Box

(Area Code) - Telephone Number

City

State

Zip

I certify that the above information in complete and correct to the best of my knowledge:

Signature and Title of Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By signing this proposal, Applicant certifies to the best of his/her knowledge and belief that he/she and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If subcontractor is unable to certify to any of the above, he/she shall attach an explanation to this agreement. Applicant further agrees that he/she will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Signature

Date

CERTIFICATION REGARDING LOBBYING

By signing this proposal, Applicant certifies, to best of his/her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the subcontract, 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 persons 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 subcontract shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) the subcontractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose 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 11352, 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.

Note: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, S.W., Washington, D.C. 20201-0001.

Signature

Date

**CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS
AND REGULATIONS**

By signing this proposal, the Applicant agrees to comply with all federal, state, and local laws and regulations governing the work to be performed under any contract which may be awarded to the provider as a result of this Request for Proposals. In doing so, the provider recognizes that the Ohio Department of Aging is in the process of drafting administrative rules which may amend the service specifications governing the provision of Title III-funded services. By virtue of their signatures on the official cover page of the Invitation to Bid, all successful providers agree to be bound by whatever service specifications are adopted by the Department of Aging, and to continue providing those services at the unit costs offered - regardless of whether the service specifications become effective before or after the provider's bid has been accepted by the Area Office on Aging.

Signature

Date