

Area Agency on Aging, Region 9, Inc. 710 Wheeling Avenue Cambridge, OH 43725 (800) 945-4250

2020-2021

AAA9 REQUESTS FOR PROPOSALS

Title III & State Block Grant

**Instructions** 

August 2019

#### **GENERAL INFORMATION & CONDITIONS**

We remain committed to meeting our obligations to maximize the use of available public funds, to provide both program & fiscal accountability, to build increasing community confidence in senior programs, to provide for quality services to older adults, to protect client rights and to advise bidders of expectations. We also remain committed to simplifying processes whenever feasible.

#### All Rights and Privileges Reserved:

The AAA9 yields no rights or privileges in soliciting, selecting or operating contracts or Providers. Specifically reserved rights and privileges include, but are not limited to, the list under #1 in the Assurances section of the Application.

#### **Public Information:**

All bidders are hereby advised that any information submitted to or collected by AAA9 in the course of applying for or operating any resulting contract Agreement may be considered public information. This includes, but is not limited to, narrative descriptions, budget information, reports, unit audits, monitoring findings, hearing testimony, etc. Personal information regarding individual clients has certain special protections under law, including the federal HIPAA privacy requirements.

#### Signatures:

An important requirement for 2020-2021 applications is that **ALL original signatures MUST be in BLUE ink**. AAA9 auditors and ODA monitoring staff must be assured that AAA9 does in fact have legally-binding original signatures on file. We wish to ease that burden and will insist on the blue ink for our file copies.

#### **Application process:**

All interested applicants will be able to obtain these materials from theAAA9 website at <a href="www.aaa9.org">www.aaa9.org</a> or by contacting the AAA9 for a copy. The deadline date and information required for submission applies to both current and prospective service providers. AAA9 will not accept proposals that arrive after the official due date and time regardless of postmark. Proposals must be delivered to AAA9 by the due date and time deadline. NO FAXED PROPOSALS WILL BE ACCEPTED. Applicants must submit the ORIGINAL clearly marked of the proposal by the deadline.

Applicants must submit one Original that has been three-hole punched, in a three-ring binder using section dividers marked. No copies are required.

#### **Contact information**

James Endly, Executive Director <u>jendly@aaa9.org</u> (740) 435-4700
Diane Phillips, RN Quality and Planning Director <u>dphillips@aaa9.org</u> (740 ) 435-4913
Carol Baker, MSW Quality and Planning Associate <u>cbaker@aaa9.org</u> (740) 435-4704

#### <u>Tentative AAA9 Provider Selection Timetable:</u>

August 21, 2019 Public Notices & email notices, Mailings if requested September 23, 2019 Applications due at AAA9 by 4:30pm; early submission

encouraged

September 24-26, 2019 Proposal Review by AAA9, Regional Advisory Council & Board

of Trustee Committee

September 26, 2019 Presentation to full Regional Advisory Council for

recommendations

September 26, 2019 Final presentation for vote by the full Board of Trustees

September 30-October 4, 2019 Final negotiations, issue notices of intent to contract or deny

(email, phone, fax or mail)

October 18, 2019 End of latest appeal period (10 working days from issuance of

notice)

October 30, 2019 Tentative date for preparation & issuance of contracts for

2020

January 1, 2020 Effective date of contracts

#### **Program Period and Contract Period:**

The program period for Title III/SCSBG grant services proposed under this RFP shall be for two (2) years starting in January 1, 2020 through December 31, 2021. Service providers will have an opportunity during the contract period renewal process to request revisions.

#### **Factors for Application Consideration:**

To be considered a "responsive application", applications must be submitted by the deadline, be complete with all required narratives and attachments, and have the valid original signature of the authorized party IN BLUE INK on all signature forms. Further, additional past performance data and references from bidders not previously under contract will be requested by AAA9 and must be received by a negotiated deadline to be considered responsive.

#### **Technical Requirements:**

The Ohio Department of Aging (ODA) Administrative Rules are posted on <a href="https://aging.ohio.gov/Rules#714521-older-americans-act">https://aging.ohio.gov/Rules#714521-older-americans-act</a>. ODA Conditions of Participation are available on request in either printed copy, MS Word by email or download from the AAA9 website. OAC and AAA9 Policy & Procedure are available email only; For more information on the Older Americans act: <a href="https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act">https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act</a>

#### **Elements of the Bid Price:**

Unit prices for all purchase-of-service bids are expected to include all costs of providing the service; the bidder is offering to provide the proposed number of units of service at the proposed unit rate with no expectation of further financial support from AAA9. Example: For record-keeping, reporting & billing purposes, a unit for service may be an hour, but the unit cost should include an expected average for all expenses incurred in providing that hour of service. As an example, legal services have an hour unit of service; that rate must include any ancillary costs, such copying, filing fees, etc. Exceptions are the allowable-cost reimbursement contracts for Home Repair and Long-Term Care Ombudsman and selected awards throughout the year.

#### **Procurement of Equipment:**

There is no direct allowance under purchase-of-service contracting for procurement of equipment. Payment at the negotiated unit rate *includes* the cost of any equipment. AAA9 reserves the right and privilege to possibly make supplemental awards during the course of a contract Agreement period for

procurement of equipment under a separate allowable cost arrangement, subject to State and federal regulations and availability of funding.

#### **Application review criteria:**

The six primary considerations for selecting Providers for 2020-2021 will be:

- (1) complete, accurate & timely submittal of the application;
- (2) AAA9 *priority* service categories :(1) home-delivered meals, (2) congregate meals, (3) transportation, (4) personal care assistance, (5) homemaking, and (6) adult day care services;
- (3) indicators of quality, contract compliance and capacity, such as past performance and Budget Narrative responses;
- (4) clientele to be served (higher percentages of age 75+, female, minority and low-income will increase the score);
- (5) number of units and resulting unit rates for a service, including Title III and Ohio Senior Community Services Block Grant share, as calculated on the Budget Summary exhibit (higher numbers of units and lower unit rates are more favorable; producing more units and having more cash involved in the service from other sources will increase the score);
- (6) amounts of Title III matching funds, client contributions/cost-sharing and other cash (higher amounts are more favorable; more matching dollars, client contributions/cost-sharing or cash from other sources will increase the score);
- (7) higher scores will be given for more heavily weighted opportunities for consumer choice

**For new bidders**, similar information and references will be required in a timely fashion for review; a new bidder's proposed performance will be also compared to current or previous providers. In addition, a preference will be given to organizations serving on a countywide basis. Additional information will be required for new meal providers and will require an on-site visit to ensure compliance with Uniform Food Safety Code and requirements for OAC meal service requirements.

The Area Agency on Aging Region 9, Inc. (AAA9) wants all potential bidders to understand that the Older Americans Act (OAA) was never intended to be a sole source of funding for services. It is designed to provide a foundation of funding, direction and regulation for local communities to build upon. The federal requirement for a minimum of 15% matching funds is an example of that intention. There are similar requirements & expectations for pooling resources with sources such as Title XX/SSBG or local senior services levies and the OAA opportunity for client contributions & cost-sharing.

The 2020-2021 Budget Summary exhibit and review criteria require showing ALL expected cash resources

that will be used to provide a service to all older adult clients age 60 & over, their spouse and certain other qualifying individuals.

(Note the exception below for transportation coordination projects)

Bidders exhibiting higher relative amounts of local cash match, client contributions/cost-sharing and other cash will receive higher review scores.

A notable exception showing all cash resources will be transportation providers involved in official community-wide ODoT Transportation Coordination projects; see 'With Regards to Transportation Coordination Projects' located toward the end of this section.

For previous or current providers, AAA9 will use performance data & indicators from current and prior periods to rate bidders on quality, contract compliance and capacity. Data & indicators will include but not be limited to reports, unit audits, field visits and responses to plans of correction. Bidders that have closely met previous planned levels of service delivery and use of funding from other sources, submitted timely reports with few errors, met quality standards and been responsive to requests for improvement will receive greater consideration.

The Older Americans Act (OAA) requires targeting socially and economically challenged older adults. Bidders proposing to serve higher proportions of low income, minority, age 75+ and female will receive higher scores. Reviewers will also consider proposed and past performance in serving handicapped, low-income minority, rural and isolated/living alone persons. Reporting systems and unit audits will capture this data for performance monitoring, including consideration of contract Agreement renewals and succeeding contracts.

Inflationary effects on the very limited Title III-A administrative funds, along with issues of cost-effectiveness, encourage AAA9 to seek ways to reduce AAA9 administrative burdens. One way is to focus funds into a limited number of services to reduce staffing needs for monitoring, contract maintenance, etc. Similar inflationary effects on both Title III B & C funds, as well as language in the Older Americans Act, encourage AAA9 to concentrate on basic services to support independence. In order of priority, Title III priority services for 2020-2021 include (1) home-delivered meals, (2) congregate meals, (3) transportation (especially transportation to support congregate meal site attendance), (4) personal care assistance, (5) homemaking, and (6) adult day care/day health services. Those bidders seeking to provide priority services will receive higher scores. A 5% set-aside is required for legal services by the ODA;

All applicants are advised to <u>carefully</u> consider their realistic ability to achieve the goals set for performance and costs. There is no advantage – in fact, there are disadvantages, including possible disallowance of renewal for the second year of the cycle – to over- or under-estimating income, expenses, number of units or types of clientele to be served. In evaluating the merits of new applications, AAA9 will compare prior year-end planned vs. actual data as well as current year

performance through the month of June. An unrealistic calculation can cause you to not earn all funds available or for payments to be suspended mid-year until unit rates & earnings are adjusted to cause earnings throughout all twelve months of the contract Agreement period. Unjustifiable figures – high or low - also call into question the credibility of the application for reviewers. Exceptions to earnings/purchase of service are any Home Repair or Long-Term Care Ombudsman contracts, which are allowable-cost reimbursement contract Agreements.

#### <u>Title III & State Block Grant Implications for the Entire Contract Agreement Period:</u>

Be advised that using OAA Title III or State Block Grant funds to support ANY portion (part of a cost, part of the contract Agreement period, etc) of a service impacts ALL portions of that service to older adults age 60 and over, their spouses or certain dependents. ALL Conditions of Participation, Service Specifications, AAA9 contract Agreement language, and federal, ODA or AAA9 regulations, rules or policies will apply throughout the entire contract Agreement year to ALL portions of a funded type of service for older adults age 60 and over or other qualifying parties, regardless of whether or not AAA9 funds have been applied, earned or exhausted. If you do not wish to have AAA9 involved in all aspects of all units for all clients age 60+, you should choose to not apply for AAA9 dollar funding for that particular service.

#### Services for a Fee:

It is extremely difficult for a provider to have both Title III clients **and** private pay clients age 60 or over for the same service without conflicting with the Older Americans Act non-discrimination features. That is also true for Title XX/SSBG age 60 and over clients. An applicant or provider wishing to segregate either private pay or Title XX/SSBG or any other older adult age 60 or over from coverage under the Title III contracted service must produce convincing evidence to the satisfaction of the AAA9 executive director that there is a way to eliminate the potential for discrimination because of means-testing, income level or refusal to make a cash donation or cost-share payment under the Older Americans Act. If an applicant or provider wishes to have private pay clients age 60 or over, they should provide such evidence or choose to not apply for Area Agency dollar funding for that particular service.

#### Consumer contributions (OAC 173-3-07):

https://aging.ohio.gov/Portals/0/PDF/Rules/173-3-07 Final.pdf

Cost-sharing was adopted by the Ohio Department of Aging. Under ODA rules, it is required for all age 60+ parties receiving **non-exempted services** funded in part or in whole by Title III or State Block Grant funds; this would include local senior services levy programs providing partial funding to a non-exempt service. Click on the above hyperlink for rule requirements or copy and paste into your web browser.

Services subject to consumer cost sharing are the adult day service; the chore service; an emergency response system; the home maintenance, repair, or modification services; the homemaker service; and the personal care service; and a home medical equipment service.

The following services are not subject to cost sharing, although, under Section 315 (b) of the Older Americans Act, providers may solicit and accept voluntary contributions for all services reimbursed with OAA funds:

1. Information and assistance, outreach, benefits counseling, case-management, disease

prevention, health promotion, or volunteer placement;

- 2. Education, training, or a support-group service provided through the Alzheimer's respite care program or Title III, Part E of the OAA;
- 3. A meal service;
- 4. Ombudsman, elder abuse prevention, legal assistance, or another consumer protection service, and;
- 5. A transportation service

The amount of a cost-share will hinge upon the portion of the total unit cost supported by Title III and/or State funding. For this reason, the 2020-2021 Budget Summary exhibit includes a calculation for "shares" of the total unit cost that represent Title III and/or State funds. As with all other requirements, this "share" would apply to all units served in the contract Agreement period, regardless of earnings status from AAA9.

AAA9 will, on an on-going basis, evaluate the information, instructions, guidelines, policies and rules issued by ODA. Changing ODA expectations for cost-sharing administrative activities may have an impact on the cost of providing a unit of service during the two-year contract cycle.

#### **Earnings:**

Realistic projections of all age 60+ units & all age 60+ funding are critical to the success of a contract.

The unit rate to be paid for each eligible unit served for AAA9 dollars will be the same rate as the combined "cost share/unit rate" figure in the highlighted box on line K of the Budget Summary exhibit. AAA9 will reimburse at that rate for every eligible unit up to the maximum funding available, with contract agreements specifying the maximum number of Title III units and separate State Block Grant units (each at the same rate). This "cost share/unit rate" will coincide with the amount to be used for calculating any obligation under the ODA cost-sharing for non-exempt services. <u>Do NOT include any AAA9 Care Coordination or AAA9 PASSPORT funds or units in this Application – see the Budget Summary exhibit instructions for that discussion.</u>

Special Note: ALL units to be billed to Title III or State Block Grant during the contract Agreement year MUST be included in the Budget Summary exhibit, along with ANY funding source that may directly help to support them.

A primary role of AAAs is providing assurance & confidence to clients, to the community and to other funders that services are being delivered in accord with accepted standards & conditions throughout the entire contract period. To ensure AAA9 investment and involvement in the oversight, program auditing and performance & delivery of the services throughout the period, Providers will not be allowed to earn the full Title III or State Block Grant value of contract Agreements before nearing the end of the contract Agreement period. This method also protects clients dependent on the services if the Provider ceases service delivery during the contract

Agreement; AAA9 can access the remaining funds to continue services – if the allocation were already spent by drawing down funds at mid-year, the clients would be at extreme risk of suddenly having no service at all and no transition period.

In the event of a serious calculation error, clerical error, AAA9 review error or a mid-year change in the Provider's ability to perform that exceeds the number of units proposed in the Budget Summary exhibit, the AAA9 may choose to limit earnings month-to-month and to renegotiate the Budget Summary exhibit & resulting unit rates, preferably only once in each contract year. In accordance with previously-existing AAA9 contract Agreement conditions, AAA9 may choose to limit monthly earnings to a maximum of 8.34% ( $1/12^{th}$ ) of the annual allocation for the number months that have passed to-date in the contract Agreement year. This agreement may be renewable after the first year based on bidder meeting contract and compliance requirements. The AAA9 reserves the right to decline to renew the agreement for poor performance or unforeseen situations such as negative economic circumstances.

This could mean a substantial mid-year change in cash flow at the Provider level that will require changes in local cash expectations and in Provider management practices. This practice is intended provide an incentive and assurance that services will be provided as planned throughout the course of the contract Agreement period, as well as encouraging good financial, production and management planning by the Provider. Under existing contract Agreement conditions, a Provider could apply for exemption by submitting a letter to the AAA9 executive director detailing the circumstances and reasons for seeking an exemption. The more likely AAA9 response will be to renegotiate the Budget Summary exhibit and adjust unit rates & year-to-date earnings accordingly.

#### Example:

AAA9 issues a contract for 1,200 units of service in a year. One-twelfth equals 100 units. A Provider provides 90 units in the month of January, they get paid for 90 units; if they provide 110 units in February, they get paid for all 110 units, because they can be paid for up to 100 a month (January + February maximum= 200 units; January 90 + February 110 = 200 units).

If, instead, they provided 150 units in February, they could only be paid for 110. The expectation is that any monthly overages year-to-date would either even-out over the year or be renegotiated due to error.

Providers will be given the flexibility of receiving payment for up to 10% over the year-to-date percentage to account for minor fluctuations in productivity from month to month.

Thoughtful and truthful projections of both units to be served and all cash resources to be used will reduce or eliminate the need for mid-year unit rate adjustments while allowing for modest (plus or minus 10%) month-to-month changes in productivity.

#### **Application Document as Part of Binding Contract Agreement:**

The Application submitted by successful applicants will become a legally-binding part of the resulting AAA9 service contract Agreement, incorporating any negotiated revisions. AAA9 has streamlined the Application by using an "assurance" format wherever possible.

#### **Possible Renewal for a Second Year:**

AAA9 Title III and State funds performance-based contract Agreements are issued with the intention

of a two-year cycle, with Providers eligible – but not assured - for a second year renewal pending satisfactory performance, maintenance of effort and status quo. Either influences beyond the control of AAA9, changing circumstances in the funding or operations environment for AAA9 and corresponding AAA9 Board of Trustees action may cause that intention to be revoked, selectively or universally, for either Title III or State funds services, by service, type of funding and/or Provider.

In the event of renewal and unless otherwise noted or amended in the renewal application, all Application statements regarding the applicant organization, service delivery and clientele will thus become part of the AAA9 service contract Agreement for the second year of the cycle as well. The contract Agreement renewal application format is planned to be a modified version of the original application, but may be subject to change. <a href="Unit rates">Unit rates</a>, unit production and client characteristics may be negotiated for the second year.

#### **Appealing an Application for Funding Denial:**

The AAA9 policy 607.0 *Hearing for Appeal*, as amended 7-24-03, reads (emphasis added): "607.0 Policy: Hearing for Appeal

The AAA shall provide the opportunity for an appeal hearing to:

- 1. Any contractor/grantee whose Older Americans Act or Senior Community Service Block Grant contract or grant has been suspended, terminated, or not renewed.
- 2. Any agency or organization whose application for Older Americans Act or Senior Community Service Block Grant funding is denied.

#### Procedure A. Written Request

2. The agency or organization who desires a hearing must, within ten (10) working days of the notice of adverse action, submit a written request to the AAA, which specifically requests a hearing and states the reason(s) that such a hearing should be granted. The reasons cited in such request must be specific and related to factual matters regarding the suspension, termination, non-renewal, application for funding or the selection process. Any testimony, argument or evidence presented at a resulting hearing must be relevant and limited to those factual matters on the original application in the opinion of the hearing officer(s). The hearing officer(s) shall reject any unsupported or hearsay evidence presented

#### Procedure B. AAA Response

- 1. Upon receipt of the request, the AAA shall:
  - a. Time and date stamp the request
  - b. Within five (5) working days, the AAA9 Executive Director or designee shall contact the appellant, discuss the grounds and reasons for the appeal request and ascertain that the appellant wishes to proceed further.
  - c. Within ten (10) working days, notify the agency or organization of the date, time and location of the hearing to be held.
  - d. All parties or respondents that may reasonably be directly affected by the appeal shall be notified at the same time as the appellant and invited to participate with observation or provision of testimony, including competing applicants
  - e. Any such hearing must be held within twenty (20) days after receipt of the request.
- 2. The AAA9 Executive Director shall designate a hearing officer(s) to preside over the hearing.

- 3. Appellants shall be provided up to 10 minutes to present their appeal. Affected parties or respondents and AAA9 shall be provided up to 10 minutes each to respond to the appellant's presentation. Such presentations shall include all relevant points to be made and factual information to support those points. The hearing officer(s) may ask questions of the presenters at the conclusion of each presentation and of all presenters at the end of all presentations."
- 4. Following the hearing, the hearing officer(s) shall privately consider all information provided for or obtained at the hearing and compare it to the criteria set forth in published selection criteria, published selection process, information previously submitted or created as part of the selection process and any related written contract provisions or correspondence, as may be applicable. The hearing officers may acquire further information from the AAA9 staff as needed before rendering their recommendation.
- 5. The hearing officer(s) shall have five (5) working days to render a recommendation to the Board of Trustees.
- 6. The Board of Trustees shall have up to twenty (20) working days to render a final decision.
- 7. The AAA shall give written notification of the final decision. Said notification shall include notice of the right to appeal to the Ohio Department of Aging
- 8. The AAA may terminate hearing procedures at any point if:
  - a. The agency or organization which made the hearing request, negotiates a written agreement that resolves the issue(s) which prompted the hearing; or
  - b. The agency or organization withdraws the appeal in writing."

In addition, the Ohio Department of Aging has another level of appeal.

OAC 173-3-09 Older Americans Act: administrative Hearings for adversely-affected providers <a href="https://aging.ohio.gov/Portals/0/PDF/Rules/173-3-09">https://aging.ohio.gov/Portals/0/PDF/Rules/173-3-09</a> Final.pdf

#### With Respect to Transportation Coordination Projects:

AAA9 wishes to be supportive of the ODoT-sponsored transportation coordination projects. Such participation, however, poses several new challenges to our administrative, contracting and oversight systems. Issues of sub-contracting, verifiable unit of service delivery for earnings and AAA9 responsibility for quality assurance for all units are a few of the challenges.

For the 2020-2021 contract Agreement cycle (or until further notice), transportation providers involved in official ODoT-sponsored transportation coordination projects will have certain exemptions from the requirement to show all financial resources and all units served in the Budget Narrative exhibit and resulting billings under a contract Agreement:

- The Budget Summary exhibit must show all financial resources and units benefiting older adults age 60+ except those resources not from AAA9 dollars specifically dedicated to the coordination project. Providers will be expected, however, to be able to produce a separate budget with projected financial resources & units for the coordination activities on request.
- 2. The Budget Summary exhibit must include at least minimum cash match and may & should include 'Other Cash' funds from other sources just not the same dollars as the set-aside for transportation coordination. Applicants continue to score review points for inclusion of match above the 15% ratio and for 'Other Cash'.

3. Units to be billed to the AAA9 contract Agreement must only include units delivered by the Provider directly; that is, by personnel and vehicles under the direct control of the Provider (ie, staff on payroll, volunteers covered Provider insurance, vehicles owned or leased in the Provider name). All such units billed must be for the benefit of a person age 60+. Units delivered by other participants in the coordination project cannot be billed to the AAA9 contract Agreement. Units produced by the Provider that do not benefit an older adult (for example, miles driven by a Provider van with only younger adults, teens or children riding aboard) cannot be billed to the AAA9 contract Agreement.

Further, AAA9 expresses in the Application regarding Transportation Services in general: "Additional Conditions of Participation for Applicants to provide Transportation Services:

Transportation service providers will give first priority for use of AAA9 dollars and local matching funds transportation services for transporting participants to congregate meal sites and will coordinate with AAA9 Title III-C providers to assure transportation availability whenever meal sites are open. Further, the Applicant agrees to offer transportation services on a county-wide basis to a variety of community destinations, including but not limited to essential shopping, banking and non-emergency medical destinations and not limited to destinations associated with the Provider organization, such as a Provider senior center or Provider medical facility. The Applicant also agrees to work cooperatively with other transportation providers to facilitate ODoT-sponsored coordinated transportation systems and to facilitate inter-county transportation for non-emergency medical and other essential purposes...".

--- End of General Information & Conditions ---

#### **GENERAL INSTRUCTIONS**

The 2020-2021 AAA9 Title III and State Block Grant contract application information follows.

**READ ALL INSTRUCTIONS before beginning to prepare the application**. Applicants are expected to also retain copies of and access to their completed application packet(s).

- 1. The main section of the application is the "Application & Assurances" section, pages A-14 to A-24. Prepare *one* "Application & Assurances" set <u>for the organization</u>. This section has all pages and forms requiring signatures, and includes identification information, conditions, assurances, reserved rights and privileges.
- 2. Prepare one Budget Summary (excel file) (insert before page B-1), and one Budget Narrative (page B- 1 to B-2 as issued) and <u>for each service</u> category. If applying for <u>multiple counties</u>, provide one set <u>for each county</u>. Any attachments must be firmly secured to this section (heavy-duty staples, binder clips, etc.).
- 3. Prepare good-quality readable copies of all requested attachments.
- 4. Submit One (1) original with original signatures in **BLUE** ink to be **received** at the AAA9 office no later than **4:30 p.m., Monday, September 23, 2019**.

Responses should be direct, to-the-point and responsive only to the question asked. Content will be more important than the number of words.

Note that pages numbered A-13 through A-23 as issued contain a set of Assurance that the Applicant is agreeing to implement by signing and submitting page A-4.

Also attached is the "Appendix". This section contains selected definitions, service category & unit of service information, current AAA9 'community focal points' and demographic information necessary for completing the applications.

Applicants can request a copy of any of the current ODA/AAA9 Service Specifications and Conditions of Participation for those services currently having such standards online at the Ohio Department of Aging website. Applicants also request direction to ODA and AAA9 policies and procedures; due to their number, length and bulk, they may only be available online. Please direct all requests to: Diane Phillips, Provider Management Division Director, c/o AAA9, 710 Wheeling Ave., Cambridge, OH 43725, (844) 932-7277 extension 4913 or fax request to (740) 435-4913 or email to dphillips@aaa9.org.

#### **DETAILED APPLICATION REVIEW AND CRITERIA**

Completed applications are due at the AAA9 office, 710 Wheeling Avenue, Cambridge, OH 43725 by 4:30 p.m., Monday, September 23, 2019; earlier submittal is encouraged. The review process is expected to be completed in late September and contracts issued in November following action by the AAA9 Regional Advisory Council and Board of Trustees after the appeal period is completed.

Applications from existing Providers will each be reviewed individually and judged on their own merit. The AAA9 may compare all narrative, statistical and financial information for previous full contract years, current mid-year through June 30th and current year/twelve-month projection performance data from information available to the AAA9; similar past performance information and references will be requested of any new applicants. Application review may also use aggregate data such as that from the Ohio Department of Aging OASIS or NAPIS reporting systems, the Ohio Data Users Center, the U.S. 2010 Census, and various AAA9 internal data (ie, prior years, other programs) & other publicly available information related to social service delivery.

COMPETING BIDS: The six primary considerations for selecting Providers for 2020-2021 will be:

- (1) complete, accurate & timely submittal of the application;
- (2) AAA9 priority service categories [(1) home-delivered meals, (2) congregate meals, (3) transportation, (4) personal care assistance, (5) homemaking, and (6) adult day care services];
- (3) indicators of quality, contract compliance and capacity, such as past performance and Budget Narrative responses;
- (4) clientele to be served (higher percentages of age 75+, female, minority and low-income will increase the score);
- (5) number of units and resulting unit rates for a service, including Title III and State Block Grant share, as calculated on the Budget Summary exhibit (higher numbers of units and lower unit rates are more favorable; producing more units and having more cash involved in the service from other sources will increase the score);
- (6) amounts of Title III matching funds, client contributions, and other cash (higher amounts are more favorable; more matching dollars, client contributions or cash from other sources will increase the score);
- (7) Considerations for consumer choice given more heavily consideration

For legal services, additional considerations will be applied as called for under Older Americans Section 307 et al; see 'With Regards to Legal Services' at the end of the General Information section and may require the provision of additional information for review.

Review points from the Budget Summary exhibit will be awarded for each element of one point for each percent of local cash match above the required minimum 15%; one point for each percent of client contributions compared to total cash cost; one point for each percent of each client characteristic of minority, low-income, age 75+ and female that is above the census percentage in the county or zone.

Points may be subjectively awarded for each element of: {a} complete, accurate & timely submittal (5 pts max); {b} hours of operation (10 pts); {c} projected number of units appropriate (10 pts); {d} countywide service to meet need (10 pts); {e} coordination of services (10 pts); {f} meets OAA targeting & service expectations (10 pts); {g} priority service (10 pts). Objective points will be scored for Annual Structural Review results (no findings-15 pts; 5 or less-10 pts; 5 to 10-7 pts; over 10 3 pts) and history of report ((OASIS, NAPIS/SAMS, fiscal, etc) submittal (late 51%-5 pts; late 25 to 50%-7 pts; less than 25% late-10 pts). An objective 'maintenance of effort' score based on % change for each of number of Units and number of Clients from 2018 actual to 2019 planned; if you propose to serve less units or less clients than you actually reported for 2019, you will lose points.

Additional points will be available for person direction projects that show how the services will offer person direction.

AAA9 reserves the privilege of using, in a subjective manner, mid-year performance in the current year (planned vs actual, etc), Budget Narrative responses and other experiential information regarding previous AAA9 contract operation & compliance (or references of new bidders) if applicable, and the apparent ability of the provider to deliver high-quality service in the quantities proposed. These observations will influence the selection of contractors and any negotiation of special terms or proposal revisions.

NON-COMPETING BIDS: In the event of a single bid for a single county or zone, AAA9 reserves the right and privilege to negotiate with a sole bidder regarding number of units to be served, client characteristics, unit costs and indicators of quality, contract compliance and capacity. Such negotiations will be carried out in good faith, based on information from contracting in previous periods for similar services in similar areas and/or other similar applications. Negotiations must conclude to the satisfaction of the AAA9 Executive Director. Alternatives to awarding a contract to a sole bidder may include a second open public bidding process, a selective limited process for the county or zone(s) and service(s) affected by any such non-renewal or withdrawal, or, pending AAA9 Board and ODA approval, transfer of funds into the AAA9 Care Coordination funding pool.

#### **Nutrition projects:**

Rules have changed related to nutrition projects effective 2016 and 2017

Person Direction:

https://aging.ohio.gov/Portals/0/PDF/Rules/173-4-04 Final.pdf
Older Americans Act nutrition program: procuring for person
direction.

#### **APPLICATION INSTRUCTIONS**

#### **APPLICATION & ASSURANCES**

#### AAA9 Title III & State Block Grant Application for 2020-2021 Service Provision:

- 1. Dates of Program Period: pre-completed by AAA9.
- 2. Contact Person: the person designated to respond to questions about this Application.
- 3. Organization Name: the legal name and operating name of the Applicant organization
- 4. Address: Street address and mailing address for receiving communications about this Application
- 5. Telephone #: the main voice telephone for inquiries about this Application or service(s)
- 6. Fax #: the main facsimile ("fax" number for corresponding with this organization
- 7. Email address(es): the primary electronic mail addresses for the organization
- 8. Type of Application: pre-completed by AAA9
- 4. Federal Identification Number: number is issued by the Internal Revenue Service, usually 31-\_.
- 5. Type of Agency: Check only one box indicating your operational status. To qualify as a public non-profit, you must be an official operational part of a unit of government or council of governments (COG). To qualify as a private non-profit, your must be recognized as an IRS Code Section 501 (C)(3) or 501 (C)(4) organization. Remove "X" at non-profit as needed.

#### Certifications:

#### Authorization to Submit & Acceptance of Terms:

Review the two choices presented, select the appropriate one (use a checkmark or X), complete the requested information on blank lines provided (private non-profit organizations will typically select the first choice). **Authority source citation MUST be included.** Insert organization name as listed in item 1 on information page. Put all signatures in BLUE ink only.

Assurances of Compliance with Section 504 of the Rehabiliation Act of 1973, Title VI of the Civil Rights Act of 1964; Title IX of the Education amendments of 1972; The Age Discrimination Act of 1975;, and Section 1557 of the Affordable Care Act:

Self-explanatory; Required. Must be signed in BLUE ink by authorized signatory.

<u>Certification regarding debarment, Suspension, Negligibility and Voluntary Exclusion pursuant to 45 CFR Part 76 Lower Tier Transactions:</u>

Self-explanatory. Name of Agency or organization and signature of authorized signatory

#### <u>Certification for Contracts, Grants, Loans, and Cooperative Agreements.</u>

Self-explanatory. Name of Agency or organization and signature of authorized signatory

#### Standard Affirmation and Disclosure form for Grants

- 1. Complete principal location of primary applicant and any sub-contractors for this application.
- 2. Complete primary location where services will be preformed ( use office locations for bidder ) and any subcontractors.
- 3. Primary location where data will be stored, accessed, tested, maintained or backed up
- 4. Locations where services will be changed by applicant.
- 5. Signature self-explanatory

#### **Executive Order:**

Informational purposes only, do not include in application packet

#### **Budget Summaries**

Use Microsoft Excel forms for the Budget Summaries. Contact the Area Agency on Aging if you are unable to use this format

#### Prepare one Budget Summary & Budget Narrative for each service & each county

**Budget Summary:** The budget summary is prepared in Microsoft Excel spreadsheet format. If you use this format, it will automatically perform the calculations in the shaded areas from your entries in the clear boxes. The shaded areas are 'protected' from accidental overwriting of formulas; do NOT remove the protection from the spreadsheet except at the direction of AAA9 staff member. If you have difficulty using Excel, contact AAA9 for advice.

<u>Summary calculations</u>. In theory, they are supported totally from other funds and AAA9 is not allowed by ODA to directly supplement those parts of your operation. You may want, however, to consider the number of units, clients and dollars that resulted from your <u>total</u> operation including all revenue sources, make a calculation to figure your 'real' total unit cost, and work from there; you will likely want to consider how your PASSPORT or AAA9 Care Coordination unit rates compare to the 'real' unit cost and budget accordingly. Any "profit" that you might earn from PASSPORT or Care Coordination becomes 'local cash' and you can use it as you see fit – it would no longer be federal or state funds and you could use it as either match or local cash for Title III or State Block Grant services, but do not label it as "PASSPORT" or "Care Coordination" in the Budget Narrative.

- **I.A**. Applicant Name: enter the official name of your organization
- **I.B.** Service Name: enter only one service category (congregate meals, home-delivered meals, transportation, etc)
- **I.C.** Unit of Service: enter the unit of service from the Service Specifications (one hour, one mile, etc)
- **I.D.** County: enter the county in which the service will be performed on a countywide basis; submit one separate Budget Summary/Budget Narrative set <u>for each county</u> you seek to serve.
- I.E. Original/Revised Budget: pre-completed by AAA9
- **II.** Number of units of service:

Current providers must enter the actual number of units that you previously served under AAA9 Title III and/or State Block Grant contract in the **left-hand column**, using your year-end 2012 OASIS and NAPIS/SAMS report data. New applicants can leave this blank and expect a request for similar data.

All applicants must enter the number of planned units to be served for 2014 in the **center column**. For current providers, a reference percentage will appear in the **right-hand column** automatically after you make your entry for notice by reviewers regarding "maintenance of effort'.

III. Projected Revenue/Title III-B & State Block Grant: Non-nutrition services

A or B. Title III: insert the dollar amount of Title III B and/or D on the appropriate line in the

center white column. You do not have to apply for both sources; D can only be used for health education, health promotion or disease prevention activities.

C. Match: insert the dollar amount of matching funds that you are committing to Title III-B or D; to find the <u>minimum</u> amount necessary, divide the Title III amount by 85, then multiply the result by 15. Additional matching funds above the 85%/15% requirement are welcome and generate one point for each percent above 15% in the review (see how the points change in the right-hand column with different amounts); additional match is very helpful for future funding flexibility. <u>Matching funds may only be non-federal</u> funds (with the exception of LSCA funds for Legal services) and cannot include client donation/contributions/cost-shares ('program income') or Ohio Senior Community Services Block Grant (SCSBG) funds; show federal revenue sources like Title XX/SSBG under "Other Cash" below. *ALL local cash should appear as "Local Match" if it is not already pledged or planned to be pledged as local match for another federal program.* 

- **D.** Sub-Total: protected cell, will automatically add A, B & C together.
- **E.** SCSBG requested: insert the dollar amount of Ohio Senior Community Services Block Grant (SCSBG) you are requesting for this service; no match is required and it cannot be used by Providers to match Title III per ODA policy.
- **F.** Client Donations/Program Income: insert the amount of voluntary donations or 'cost-shares' that you expect to receive from participants in this service. YOU MUST SHOW DONATIONS SIMILAR TO THOSE RECEIVED IN PRIOR PERIODS no zero goals will be accepted due to the mandatory Older Americans Act requirements. Note that no older adults can be discriminated against for inability to or choice not to contribute. Higher level of Client Donations/Program Income increase your score one point for each additional percent overall.
- **G.** Total Other Cash: insert all other cash resources that are used to support this service for ALL older adults age 60+ served through your organization. This includes Title XX/SSBG, local senior services levy funds, etc. Note that no older adults can be charged a fee for the same service from your organization unless you demonstrate to the AAA9 executive director how it cannot be discriminatory under the Older Americans Act. Higher levels of Total Other Cash increase your score one point for each additional percent overall.
  - **H.** Total Cash: protected cell, will automatically add D, E, F & G together.
- **I.** Inkind: insert the value of donated time, goods or services; sources must be documented in accordance with customary accounting practices and <u>must be from non-federal sources</u>. NOTE: Only include "Inkind" if you can & do thoroughly document the cost or value & its proportion of direct impact on the cost of providing the proposed service(s) sufficiently for audit purposes; "Inkind" is <u>not</u> required & does not enhance your application score.
  - J. Total Revenue: protected cell, will automatically add H & I together.
  - **K.** Cost-share/Unit Rate: **this is the amount that a selected contractor will be reimbursed for each eligible unit of service provided, up to the maximum funding available**; protected cell, will automatically add Title III & State Block Grant dollar figures A, B & E together and divide by number of proposed units. This represents the amount that the Applicant would earn during the contract Agreement period from AAA9 for each verifiable unit served, up to the limits of funding availability & contract compliance. This is also the amount that will be used as basis for calculating client cost-sharing recommended shares under ODA rules.

The figure at the end of the right-hand column totals the revenue points.

**III.** Projected Revenue/*Title III-C & State Block Grant*: - <u>Nutrition programs only</u> Instructions are basically the same as Title III-B/SBG above, with the exceptions of deleting the Title

III-D line and adding in a NSIP (formerly USDA) reimbursement line. The NSIP line will automatically calculate the amount that may be earned for each eligible meal served.

#### IV. Planned Clients-

A. Current providers must enter the actual number of clients that you previously served under AAA9 Title III and/or State Block Grant contract in the **left-hand column**, using your year-end 12 OASIS and NAPIS/SAMS report data. New applicants can leave this blank and expect a request for similar data. All applicants must enter the number of planned units to be served for 2014 in the **center column**. For current providers, a reference percentage will appear in the **right-hand column** automatically for notice by reviewers regarding "maintenance of effort'.

B. 1 thru 8: Current providers must enter the actual number of clients & characteristics that you previously served under AAA9 Title III and/or State Block Grant contract in the **left-hand column**, using your year-end 2012 OASIS and NAPIS/SAMS report data. New applicants can leave this blank and expect a request for similar data. All applicants must enter the number of planned "unduplicated" clients and their characteristics in the '#Year 2014 Planned' **center column**.

In accordance with ODA 204.02 'Service Priority To Specific Client Groups', "AAAs shall set specific goals to ensure that services are provided to older individuals (aged sixty and over) with greatest economic need and greatest social need, with special emphasis on low-income minority individuals, in at least the proportion of the priority population within the respective service provider's geographic boundaries", each applicant must set an initial goal for each characteristic of low income, minority, age 75+ and female clients to be served will meet at least the same percentage as the county (or other zone); see the Appendix for available statistics from the 2010 Census. When reliable information from the 2000 Census becomes available for low-income minority, handicapped, rural and isolated/living alone, AAA9 will ask providers to update their goals. NO 'zero' goals are acceptable for any characteristic.

Enter into the **right-hand** 'County/zone' column the demographics available for your county from the 'AAA9 Application Demographics' sheet. Then compare the percentages; the Planned' percentages <u>must be the same or higher than the 'County/zone' percentage</u>. If you are for some reason proposing to serve less than countywide, contact AAA9 staff for advice.

**V.** Unit/Client Ratio: protected cell, will automatically divide II. By IV.A. For current providers, a reference percentage will appear in the **right-hand column** automatically for notice by reviewers regarding "maintenance of effort'.

#### **Section 2, Budget Narratives:**

The following narrative responses are required under either the Older Americans Act, ODA policy, Ohio Administrative Code or AAA9 policy or practice. Note that they are your opportunity to describe your service and to demonstrate elements of quality and capacity. These responses are a vital part of the subjective review points of Application to compare you any competition during provider selection and for monitoring if you are the successful bidder.

Page B-1 asks for a detailed list of sources for matching funds (which must be from <u>non-federal</u> sources);

Page B-2 ask for narrative responses to a number of questions, most required by ODA or the OAA; please answer them in order of presentation, one question right after the other, starting on a separate piece of paper or insert answers after each question in MicroSoft WORD and continuing until done. Please make your responses direct, to-the-point and specific to the question asked. If prepared separately, insert printed pages into the document behind page B-2.

#### Page A-14 thru A-24: 2020-2021 AAA9 Title III & State Block Grant Assurances

All applicants must accept the AAA9 Title III & State Block Grant Assurances and acknowledge their acceptance by signing the Authorization to Submit & Acceptance of Terms form on page A-4. Other contractual requirements will be included in the actual contract for services.

<u>DO NOT INCLUDE PAGES A-14 THROUGH A-24 when you submit your completed application</u> packet; you acknowledge their presence and your acceptance in signing page A-4

#### **Attachments**

All attachments must be current at the time of submittal; please check expiration dates carefully. Certificates or licenses expiring before grant period begins must be promptly re-submitted for a contract Agreement to be processed and remain in effect.

- End of Instructions -

# **ASSISTANCE & DEADLINE INFORMATION**

\* \* \* \* \* \* \* \*

All applications are due by 4:30 p.m., Monday, September 23, 2019 at the AAA9, Attn: Diane Phillips, Quality & Planning Director, 710 Wheeling Avenue, Cambridge, OH 43725, (740) 435-4913

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FOR ASSISTANCE IN PREPARING YOUR APPLICATIONS, CONTACT:

Diane Phillips, Quality & Planning Division Director
AAA9, 710 Wheeling Avenue, Cambridge, OH 43725
(740) 435-4913
(740) 439-3592 fax

providerrelations@aaa9.org

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# **APPENDIX**

**Demographics** 

**Acronyms** 

**Definitions** 

**Clients Rights/Evidenced Based Programs** 

**Community Focal Points** 

**Allocations by County & Fund** 

# **AAA9 2017 Application Demographics**

*NOTE:* Age 60+, Age 75+, Female and Minority data are from the 2000-2010 U.S. Census. The essential Low Income figures are *italicized* and derived from the 1990 census. Current figures not incorporated for LI Minority, Rural or Living Alone". Figures for planning and performance monitoring will be released when available.

Belmont Co.:	Number	Percent	Carroll Co.:	Number	Percent
All Age 60+:	19,427	100.0%	All Age 60+:	7,899	100.0%
Minority 60+:	1,123	19.12%	Minority 60+:	155	2.64%
Low Income 60+:	1,846	15.41%	Low Income 60+:	719	6.00%
Lo-Inc Minority 60+:	n/a	13.41/0	Lo-Inc Minority 60+:	n/a	0.0076
Age 75+:	9,133	53.2%	Age 75+:	2,690	39.7%
Handicapped:	n/a	33.270	_	2,090 n/a	39.770
Rural:	17,170	100%	Handicapped: Rural:	6,777	100%
Female:	9,704	56.5%	Female:	3,572	52.7%
		30.3%			52.7%
Isolated/Living Alone:	n/a		Isolated/Living Alone:	n/a	
Coshocton Co.:	Number	Percent	Guernsey Co.:	umber	Percent
All Age 60+:	9,778	100.0%	All Age 60+:	10,471	100.0%
Minority 60+:	264	4.5%	Minority 60+:	390	6.64%
Low Income 60+:	792	6.61%	Low Income 60+:	974	8.13%
Lo-Inc Minority 60+:	n/a		Low Income Minority 60+:	n/a	
Age 75+:	2,690	32.4%	Age 75+:	2850	31.6%
Handicapped:	n/a		Handicapped:	n/a	
Rural:	8,291	100%	Rural:	9,011	100%
Female:	4,549	54.9%	Female:	4,890	54.3%
Isolated/Living Alone:	n/a		Isolated/Living Alone:	n/a	
Harrison Co.: Nu	mber	Percent	Holmes Co.: N	umber	Percent
	4,528	100.0%	All Age 60+:	8,316	100.0%
All Age 60+:	4,326 177	3.01%	_	88	1.5%
Minority 60+:			Minority 60+:		
Low Income 60+:	494	4.12%	Low Income 60+:	906	7.56%
Lo-Inc Minority 60+:	n/a	22.20/	Low Income Minority 60+:		22.20/
Age 75+:	1,303	33.2%	Age 75+:	2,244	33.3%
Handicapped:	n/a		Handicapped:	n/a	
Rural:	3,931	100%	Rural:	6,743	100%
Female:	2,094	53.3%	Female:	3,629	53.8%
Isolated/Living Alone:	n/a		Isolated/Living Alone:	n/a	
Jefferson Co.: Nu	mber	Percent	Muskingum Co.:	umber	Percent
All Age 60+:	19,460	100.0%	All Age 60+:	21,362	100.0%
Minority 60+:	1,526	25.99%	Minority 60+:	1,455	24.78%
Low Income 60+:	1,751	14.61%	Low Income 60+:	2,136	17.83%
Lo-Inc Minority 60+:	n/a		Low Income Minority 60+:	n/a	
Age 75+:	6,202	35.3%	Age 75+:	6,236	34.2%
Handicapped:	n/a		Handicapped:	n/a	
Rural:	17,567	100%	Rural:	18,272	100%
Female:	9,817	55.9%	Female:	10,318	
Isolated/Living Alone:	n/a		Isolated/Living Alone:	n/a	
Tuscarawas Co.:	Number	Percent			
All Age 60+:	24,639	100.0%			
_					
Minority 60+:	694	11.82%			
Low Income 60+:	2,365	19.74%			
Lo-Inc Minority 60+:	n/a				
Age 75+:	7,410	35.4%			
Handicapped:	n/a				
Rural:	20,925	100%			
Female:	11,691				
Isolated/Living Alone:	n/a				

#### **ACRONYMS**

These acronyms are used in the Application and ODA Conditions of Participation & Service Specifications:

AA Associate of Arts
AAA Area Agency on Aging

AAA9 Area Agency on Aging, Region 9, Inc., Cambridge/Byesville, OH

ADL Activity of Daily Living

ADS Adult Day Service (Formerly Adult Day Care)

BA Bachelor of Arts degree
BS Bachelor of Science degree

CFR Code Of Federal Regulations (federal law)

COP Conditions Of Participation
CPR Cardiopulmonary Resuscitation

DRI Dietary Reference Intake (formerly RDA - Recommended Dietary

Allowance)

DRIVE Specialized training for transportation workers (also see PAT)

EBT Electronic Benefit Transfer

GAAP Generally Accepted Accounting Principles

GED General Education Diploma

HACCP Hazardous Analysis Critical Control Point

HIPAA Health Insurance Portability Assurance Act of 1996 (incl. federal privacy

regs)

HDM Home-Delivered Meal (aka "Meals-on-Wheels")

HMK Homemaker

IADL Instrumental Activity Of Daily Living
LD Licensed Dietitian (also see RD)
LPN Licensed Practical Nurse (also see RN)
LISW Licensed Independent Social Worker

LSW Licensed Social Worker

LTCO see "RLTCO"

NSI Nutrition Screening Initiative

NSIP Nutrition Services Incentive Plan/per-unit supplement to Title III-C meals

OAA Older Americans Act
OAC Ohio Administrative Code
OBMV Ohio Bureau Of Motor Vehicles
ODA Ohio Department Of Aging

ORC Ohio Revised Code
OT Occupational Therapy

PASSPORT Ohio's Medicaid Sec. 2176 waiver for inhome service to older adults age

60+

PAT Passenger Assistance Training
PCA Personal Care Assistance
PCS Personal Care Services

PSA Planning & Service Area (geographic area assigned to each AAA)

PP PASSPORT
PT Physical Therapy
RD Registered Dietitian

RDA Recommended Daily Allowance

RLTCOP Regional Long-Term Care Ombudsmen Program

RN Registered Nurse (also see LPN)

RT Recreational Therapy

SCSBG Ohio Senior Community Services Block Grant

ST Speech Therapy

STNA State-Tested Nurse Aide

Title III Title III of the Older Americans Act

Title III-B Title III of the Older Americans Act, Supportive Services (non-nutrition)

Title III-C Title III of the Older Americans Act, Nutrition Services

Title III-D Title III of the Older Americans Act, Health Promotion/Disease Prevention

Title III-F Changed to Title III-D in 11/00 revision of the Older Americans Act

US United States of America

USDA United States Department of Agriculture; Also see "NSIP"

#### **DEFINITIONS**

#### Definitions from ODA policy 204.02, 'Service Priority to Specific Client Groups':

**ADL**: The term "activity of daily living" means a personal care skill performed, with or without the use of assistive devices, on a regular basis that enables the individual to meet basic life needs for food, hygiene, and appearance. The term "ADL" may refer to any activity as defined in rule 5101:3-3-06 (B)(1) of the Ohio Administrative Code. (*Also see "ADL" below – AAA9*)

**Frail:** The term "frail" means that an older individual is determined to be functionally impaired because the individual is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision.

**Greatest Economic Need**: The term "greatest economic need" means the need resulting from an income level at or below the official federal poverty line.

**Greatest Social Need**: The term "greatest social need" means the need caused by non-economic factors, which include physical and mental disabilities; language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently.

**IADL:** The term "instrumental activity of daily living" means a community living skill performed, with or without the use of assistive devices, on a regular basis that enables the individual to independently manage the individual's living arrangement. The term "IADL" may refer to any activity defined in rule 5101:3-3-08(B)(4) of the Ohio Administrative Code. (also see "IADL" below – AAA9).

**Low Income:** The term "low income" refers to an older person whose annual income is at or below 100% of the official poverty line as prescribed in the most current version of the Older Americans Act.

**Minority**: The term "minority" refers to individuals who are Black Non-Hispanic, Hispanic, American Indian/Alaskan Natives and Oriental/Asian/Pacific Islanders.

**Poverty Line**: The official poverty line as issued by the Department of Health and Human Services.

**Rural**: The term "rural" refers to any area which is not part of a Metropolitan Statistical Area and therefore includes rural farm, rural non-farm, and towns and cities up to 50,000 in population.

**Severe Disabilities:** The term "severe disabilities" means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments that is likely to continue indefinitely and expressive language, learning, mobility, self-direction, capacity for independent living,

#### <u>Definitions for other selected terms used in the Application:</u>

"ADL" means the Activities of Daily Living and these include bathing, grooming, toileting, dressing, eating and mobility, which includes bed mobility, transfer, and locomotion. Deficiencies in these areas often require the assistance of trained Personal Care Assistance personnel. Also see "IADL".

"Agreement" means any resulting contract between the AAA9 and an Applicant to become a Provider.

"Applicant" means a party or organization applying to become a Provider for an ensuing time period.

"Application" means the format and attachments submitted by an Applicant as part of an AAA9 'request for proposal' (RFP) or 'invitation to bid' (ITB) process

"Approved Source" means a designation given to food handling and processing entities that comply with state and federal food safety regulations and inspections.

"Caregiver" means relatives, friends, or significant others who provide assistance to the participant and are responsible for the participant's care on a continuing or regular basis; for OAA Title III-G, it can also mean providing care on an intermittent basis.

"Caregiver, Family" - The term `family caregiver' means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual (OAA Title III-G, 2000).

"Caregiver, Relative" - The term `grandparent or older individual who is a relative caregiver' means a grandparent or stepgrandparent of a child, or a relative of a child by blood or marriage, who is 60 years of age or older and - (A) lives with the child; (B) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and (C) has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally (OAA Title III-G, 2000).

"Direct Service Staff" Imeans individuals involved in the provision of a service to a participant. involvement may include the coordination, supervision, or provison of personal care or health-related services and routine contact with the participant such a hands-on physical assistance, verbal cuing, reminding, or monitoring activities according to service specifications.

"Handicapped" (ODA) means 'a person who has at least one of the following disabilities, which would restrict participation in a service without special aids or facilities, made available by the service provider:1. Walker; 2. Crutches/cane; 3. Wheelchair; 4. Legally blind; 5. Alcoholism/drug dependence; 6. Deafness; (or) 7. Any other physical or mental disability that would prevent the participant from fulfilling a major life task (i.e., eating, dressing, and bathing).'

"IADL" means the Instrumental Activities of Daily Living, which include: shopping; meal preparation; laundry; community access activities like telephoning, transportation, legal, or financial management; and, environmental activities like house cleaning, heavy chores, yard work or minor home maintenance. Deficiencies in these areas often require the assistance of trained Homemaking personnel. Also see "ADL".

"Lower concentrated sweets/sodium/fat modified diet" Imeans any food regimen ordered by the participant or recommended by a health professional requiring the avoidance or decreased frequency of, and substitutions for, foods that are high in sugar, sodium, or fat (e.g., no added-salt diets).

"Older Americans Act" means the federal Older Americans Act of 1965 (42 U.S. Code, § 3001 Et Seq.), as amended October-November, 2000 in Public Law 106-501.

"Provider" means an Applicant that was selected by AAA9 to perform services under contract

"Return Demonstration" means a test of proficiency completed by a paraprofessional to demonstrate proficiency in a task for which the paraprofessional has received training.

"SCSBG" refers to the Senior Community Services Block Grant received by the Ohio Department of Aging through legislation enacted by the Ohio General Assembly and administered by AAA9.

"Shelf stable meal/emergency meal" means a nutritious meal that is used in emergency situations, and which does not require refrigeration or heating to maintain food safety.

"Termination" means the agreement between the AAA and the Provider has ended, and the provider will no longer be paid for services provided to Title III and SCSBG participants.

"Textured modified diet" means any food regimen ordered by the participant or recommended by a health professional requiring the substitution of one or more foods with a firm or fibrous quality with either (1) the same food in a chopped, ground, or pureed form; or (2) foods that are similar in nutritive value with a softer consistency to help chewing and swallowing (e.g., tomato juice for tossed salad).

"Therapeutic diet" means any physician ordered food regimen requiring a daily minimum or maximum amount of one or more specific nutrients, or a specific distribution of one or more nutrients. examples are calorie specific diabetic diets, complex renal diets with specific protein, sodium, potassium, and fluid restrictions.

"Title III" refers to that part of the Older Americans Act which funds supportive and nutrition services.

"USDA eligible meal" means any meal meeting these united states department of agriculture requirements: served to persons age sixty or older, and their spouses, regardless of age; contains one-third the rda or approximately one-third the rda to accommodate special needs related to health requirements or religious and ethnic customs; and served by a nutrition service provider that is under the jurisdiction, control, management, and audit authority of ODA or the AAA. a nutrition service provider is not required to be the recipient of funds provided by either ODA or the AAA. Funding may come from any source. However, ODA or the AAA must oversee the nutrition service operations of the provider to ensure all these criteria are followed, as well as any other applicable regulations and policies prescribed by the US Department of Health & Human Services and USDA.

#### Other selected definitions from the Older Americans of 1965, as amended 2000:

(Edited for clarity and to paragraph structure; do not use for legal interpretation)

- "Abuse" means the willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm or pain or mental anguish; or deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish, or mental illness.
- "Administration" (or "AoA") means the federal Administration on Aging.
- "Adult child with a disability" means a child who is 18 years of age or older, is financially dependent on an older individual who is a parent of the child; and has a disability.
- "Aging network" means the network of State agencies, Area Agencies on Aging, Title VI grantees, and the Administration; and organizations that are providers of direct services to older individuals; or are institutions of higher education; and receive funding under this Act.
- "Area Agency on Aging" means an agency designated under section 305(a)(2)(A) or a State agency performing the functions of an area agency on aging under section 305(b)(5).
- "Assistive technology" means technology, engineering methodologies, or scientific principles appropriate to meet the needs of, and address the barriers confronted by, older individuals with functional limitations. "Board and care facility" means an institution regulated by a State pursuant to section 1616(e) of the Social Security Act (42 U.S.C. 1382e(e)).
- "Case management service" means a service provided to an older individual, at the direction of the older individual or a family member of the individual by an individual who is trained or experienced in the case management skills that are required to deliver the services and coordination described in subparagraph (B); and to assess the needs, and to arrange, coordinate, and monitor an optimum package of services to meet the needs, of the older individual; and (B) includes services and coordination such as: comprehensive assessment of the older individual (including the physical, psychological, and social needs of the individual); development and implementation of a service plan with the older individual to mobilize the formal and

informal resources and services identified in the assessment to meet the needs of the older individual, including coordination of the resources and services with any other plans that exist for various formal services, such as hospital discharge plans and with the information and assistance services provided under this Act; coordination and monitoring of formal and informal service delivery, including coordination and monitoring to ensure that services specified in the plan are being provided; periodic reassessment and revision of the status of the older individual with the older individual or, if necessary, a primary caregiver or family member of the older individual, and in accordance with the wishes of the older individual, advocacy on behalf of the older individual for needed services or resources.

"Child" means an individual who is not more than 18 years of age.

"Consumer Directed Care" means

"Disability" means (except when such term is used in the phrase 'severe disability', 'developmental disabilities', 'physical or mental disability', 'physical and mental disabilities', or 'physical disabilities') a disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in 1 or more of the following areas of major life activity: (A) self-care, (B)receptive and expressive language, (C) learning, (D)mobility, (E) self-direction, (F) capacity for independent living, (G) economic self-sufficiency, (H) cognitive functioning, and (I) emotional adjustment.

"Disease prevention and health promotion services" means (A) health risk assessments; (B) routine health screening, which may include hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density, and nutrition screening; (C) nutritional counseling and educational services for individuals and their primary caregivers; (D) health promotion programs, including but not limited to programs relating to prevention and reduction of effects of chronic disabling conditions (including osteoporosis and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, and stress management; (E) programs regarding physical fitness, group exercise, and music therapy, art therapy, and dance-movement therapy, including programs for multigenerational participation that are provided by an institution of higher education, a local educational agency, as defined in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801); or a community-based organization; (F) home injury control services, including screening of high-risk home environments and provision of educational programs on injury prevention (including fall and fracture prevention) in the home environment; (G) screening for the prevention of depression, coordination of community mental health services, provision of educational activities, and referral to psychiatric and psychological services; (H) educational programs on the availability, benefits, and appropriate use of preventive health services covered under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.); (I) medication management screening and education to prevent incorrect medication and adverse drug reactions; (J) information concerning diagnosis, prevention, treatment, and rehabilitation concerning age-related diseases and chronic disabling conditions, including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders with neurological and organic brain dysfunction; (K) gerontological counseling; and (L) counseling regarding social services and follow-up health services based on any of the services described in subparagraphs (A) through (K). The term shall not include services for which payment may be made under titles XVIII and XIX of the Social Security Act (42 U.S.C. 1395 et seq., 1396 et seq.).;

"Elder abuse, neglect, and exploitation" means abuse, neglect, and exploitation, of an older individual.

**"Focal point"** means a facility established to encourage the maximum collocation and coordination of services for older individuals.

**"Frail"** means, with respect to an older individual in a State, that the older individual is determined to be functionally impaired because the individual is unable to perform at least two activities of daily living

<sup>&</sup>quot;Elder abuse" means abuse of an older individual.

<sup>&</sup>quot;Elder Right" - means a right of an older individual.

**<sup>&</sup>quot;Exploitation"** means the illegal or improper act or process of an individual, including a caregiver, using the resources of an older individual for monetary or personal benefit, profit, or gain.

<sup>&</sup>quot;Family violence" has the same meaning given the term in the Family Violence Prevention and Services Act (42 U.S.C. 10408).

without substantial human assistance, including verbal reminding, physical cueing, or supervision; or at the option of the State, is unable to perform at least three such activities without such assistance; or due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

"Greatest economic need" means the need resulting from an income level at or below the poverty line.
"Greatest social need" means the need caused by non-economic factors, which include physical and mental disabilities, language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently.

"Information and Assistance service" means a service for older individuals that provides the individuals with current information on all opportunities and services available to the individuals within their communities, including information relating to assistive technology, assesses the problems and capacities of the individuals, links the individuals to the opportunities and services that are available, to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate followup procedures; and serves the entire community of older individuals, particularly older individuals with the greatest social (and) greatest economic need.

"In-home services" includes services of homemakers and home health aides; visiting and telephone reassurance; chore maintenance; in-home respite care for families, and adult day care as a respite service for families; minor modification of homes that is necessary to facilitate the ability of older individuals to remain at home and that is not available under another program (other than a program carried out under this Act); personal care services; and other in-home services as defined by the State agency in the State plan submitted in accordance with section 307; and by the area agency on aging in the area plan submitted in accordance with section 306.

"Institution of higher education" has the meaning given the term in section 1201(a) of the Higher Education Act of 1965 (20 U.S.C. 1141(a)).

"Legal assistance" means legal advice and representation by an attorney to older individuals with economic or social needs; and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney; and counseling or representation by a non-lawyer where permitted by law. See Older Americans Act sections 102 (31), 307 (a) and 321 (a). "Long-term care facility" means any skilled nursing facility, as defined in section 1819(a) of the Social Security Act (42 U.S.C. 1395i-3(a)), any nursing facility, as defined in section 1919(a) of the Social Security Act (42 U.S.C.1396r(a)), for purposes of sections 307(a)(12) and 712 ... a board and care facility; and any other adult care home similar to a facility or institution described in subparagraphs (A) through (C). "Multigenerational Activity" includes an opportunity to serve as a mentor or adviser in a child care program, a youth day care program, an educational assistance program, an at-risk youth intervention program, a juvenile delinquency treatment program, or a family support program.

"Multipurpose senior center" (MPSC) means a community facility for the organization and provision of a broad spectrum of services, which shall include provisions of health (including mental health), social, nutritional, and educational services and the provision of facilities for recreational activities for older individuals.

"Native American" means an Indian as defined in paragraph (5); and a Native Hawaiian, as defined in section 625... "Indian" means a person who is a member of an Indian tribe, (and) the term "Indian tribe" means any tribe, band, nation, or other organized group or community of Indians (including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (Public Law 92-203; 85 Stat. 688)), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; or is located on, or in proximity to, a Federal or State reservation or rancheria; "Hawaiian Native" means any individual any of whose ancestors were natives of the area which consists of the Hawaiian Islands prior to 1778

"Neglect" means the failure to provide for oneself the goods or services that are necessary to avoid

physical harm, mental anguish, or mental illness, or the failure of a caregiver to provide the goods or services.

"Nonprofit" means an agency, institution, or organization which is, or is owned and operated by, one or more corporations or associations no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.

"Older individual" (older adult, older person, etc) means any individual who is 60 years of age or older. "Ombudsman" (see OAA (section 712(a)(2) for complete text) means an individual with expertise and experience in the fields of long-term care and advocacy (that does): identify, investigate, and resolve complaints that are made by, or on behalf of residents; and relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents (including the welfare and rights of the residents with respect to the appointment and activities of guardians and representative payees), of providers, or representatives of providers, of long term care services, public agencies; or health and social service agencies; provide services to assist the residents in protecting the health, safety, welfare, and rights of the residents; inform the residents about means of obtaining services provided by providers or agencies); ensure that the residents have regular and timely access to the services provided through the Office and that residents and complainants receive timely responses from representatives of the Office to complaints; represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents; provide administrative and technical assistance to entities designated under paragraph (5) to assist the entities in participating in the program (et al).

"Pension and other retirement benefits" means private, civil service, and other public pensions and retirement benefits, including benefits provided under the Social Security program under title II of the Social Security Act (42 U.S.C. 401 et seq.), the railroad retirement program under the Railroad Retirement Act of 1974 (45 U.S.C. 231 et seq.), the government retirement benefits programs under the Civil Service Retirement System set forth in chapter 83 of title 5, United States Code, the Federal Employees Retirement System set forth in chapter 84 of title 5, United States Code, or other Federal retirement systems; or employee pension benefit plans as defined in section 3(2) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002(2)).

"Pension counseling and information program" means a program described in subsection (b)... pension assistance and counseling programs to provide outreach, information, counseling, referral, and other assistance regarding pension and other retirement benefits, and rights related to such benefits, to individuals in the United States

"Physical harm" means bodily pain, injury, impairment, or disease.

"Planning and service area" (PSA) means an area designated by a State agency under OAA section 305(a)(1)(E), including a single planning and service area described in section 305(a)(1)(E).

"Poverty line" means the official poverty line (as defined by the Office of Management and Budget, and adjusted by the Secretary in accordance with section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2)).

"Representative payee" means a person who is appointed by a governmental entity to receive, on behalf of an older individual who is unable to manage funds by reason of a physical or mental incapacity, and funds owed to such individual by such entity.

"Severe disability" means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that (A) is likely to continue indefinitely; and (B) results in substantial functional limitation in 3 or more of the major life activities specified in subparagraphs (A) through (G) of paragraph (8).

"Sexual assault" has the meaning given the term in section 2003 of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796gg-2).

"State agency" (SUA) means the State agency designated by a State under section 305(a)(1).

"Supportive service" means a service described in section 321(a) – ie, Title III-B non-nutrition services.

#### **Clients Rights**

The federal Older Americans Act (OAA) requires that a service provider under Title III must promote the rights of each older adult who receives services. Section 314 of the Older Americans Act of 1965, as amended 2000, defines participant rights to include:

- (1) "The right
  - a. to be fully informed in advance about each in home service provided by such entity under this title and about any change in such service that may affect the well-being of such individual; and
  - b. to participate in planning and changing an in-home service provided under this title by such entity unless such individual is judicially adjudged incompetent.
- (2) The right to voice a grievance with respect to such service that is or fails to be so provided, without discrimination or reprisal as a result of voicing such grievance.
- (3) The right to confidentiality of records relating to such individual.
- (4) The right to have the property of such individual treated with respect.
- (5) The right to be fully informed (orally and in writing), in advance of receiving an in-home service under this title, of such individual's rights and obligations under this title."

### **Evidence-Based Health Promotion Disease Prevention Programs**

Evidence-based disease prevention is the utilization of clinically tested and proven tools and behavioral changes to manage an individual's health and disease. Evidence-based prevention programs take place at the community level to help participants avoid hospitalizations and unnecessary physician visits.

Evidence Based Programming, regardless of funding source, is central to empowering older adults to take responsibility for their health by making informed health choices and adopting healthful behaviors. It is important to modernize programs by using the best available science and evidence and leveraging funding and expertise through community resources.

The 2006 Amendments reaffirm AoA's commitment to ensuring that all older Americans have access to programs and services that help reduce the impact of disease and chronic disabilities and encourage the promotion of preventive measures to eliminate or reduce the occurrence of new diseases and disabilities. Under Titles III and IV, States continue to have the option to design programs to advance chronic disease self-care practices, increase physical activity, prevent falls, promote proper nutrition and diet, and address depression and/or substance abuse in older persons.

http://www.aoa.gov/AoARoot/AoA Programs/HCLTC/Evidence Based/

# **AAA9 Community Focal Points**

#### **Belmont County**

Senior Services of Belmont County 45240 National Road St. Clairsville, Ohio 43950 740-695-4142

#### **Carroll County**

Carroll County Council on Aging 100 Kensington Road P. O. Box 14 Carrollton, Ohio 44615 330-627-7017

#### **Coshocton County**

Kno Ho Co Ash dba Coshocton County Senior Center 210 Brown's Lane Coshocton, Ohio 43812 740-622-4852

#### **Guernsey County**

Guernsey County Senior Citizens Center 1022 Carlisle Avenue Cambridge, Ohio 43725 740-439-6681

#### **Harrison County**

Harrison County Council on Aging 120 North Main Street Cadiz, Ohio 43907 740-942-3238

#### **Holmes County**

Holmes County Council on Aging 170 Parkview Drive Millersburg, Ohio 44654 330-674-0580

#### Jefferson County

Prime Time Office on Aging 300 Lover's Lane Steubenville, Ohio 43952 740-283-7220

# Muskingum County

Muskingum County Center for Seniors 160 North 4<sup>th</sup> Street Zanesville, Ohio 43701 740-454-9761

## **Tuscarawas County**

Tuscarawas County Committee on Aging 425 Prospect Street Dover, Ohio 44622 330-364-6612

# **TENTATIVE AAA9 2020 ALLOCATIONS BY COUNTY, SERVICES AND FUND**

(projected only; subject Board approval and to availability of funds, including federal & State allocations and 2019 audited carryover)

County	Funding Source	Amount
Belmont	Title III B Supportive Services	\$ 64 <i>,</i> 957
	Title III C1 Congregate	\$ 48,838
	Title III C2 Home Delivered Meals	\$ 69,372
	Title III D Evidenced Based	\$ 1,930
	Senior Community Services	\$ 22,103

County	Funding Source	Amount
Carroll	Title III B Supportive Services	\$ 40,993
	Title III C1 Congregate Meals	\$ 30,819
	Title III C2 Home Delivered Meals	\$ 43,778
	Title III D Evidenced Based	\$ 1,218
	Senior Community Services	\$ 13,948

County	Funding Source	Amount
Coshocton	Title III B Supportive Services	\$ 44,363
	Title III C1 Congregate Meals	\$ 33,353
	Title III C2 Home Delivered Meals	\$ 47,379
	Title III D Evidenced Based	\$ 1,318
	Senior Community Services	\$ 15,095

County	Funding Source	Amount
Guernsey	Title III B Supportive Services	\$46,428
	Title III C1 Congregate Meals	\$ 34,906
	Title III C2 Home Delivered Meals	\$ 49 <i>,</i> 583
	Title III D Evidenced Based	\$ <b>1,</b> 379
	Senior Community Services	\$ 15798

County	Funding Source	Amount
Harrison	Title III B Supportive Services	\$ 35,555
	Title III C1 Congregate Meals	\$ 26,730
	Title III C2 Home Delivered Meals	\$ 37,971
	Title III D Evidenced Based	\$ 1,056
	Senior Community Services	\$ 12,099

County	Funding Source	Amount
Holmes	Title III B Supportive Services	\$41,882
	Title III C1 Congregate Meals	\$ 31 <i>,</i> 487
	Title III C2 Home Delivered Meals	\$ 44,728
	Title III D Evidenced Based	\$ 1,244
	Senior Community Services	\$ 14,251

County	Funding Source	Amount
Jefferson	Title III B Supportive Services	\$ 66 <i>,</i> 374
	Title III C1 Congregate Meals	\$ 49,903
	Title III C2 Home Delivered Meals	\$ 70,886
	Title III D Evidenced Based	\$ 1,971
	Senior Community Services	\$ 22,584

County	Funding Source	Amount
Muskingum	Title III B Supportive Services	\$ 69,981
	Title III C1 Congregate Meals	\$ 52 <i>,</i> 615
	Title III C2 Home Delivered Meals	\$ 74 <i>,</i> 737
	Title III D Evidenced Based	\$ 2,080
	Senior Community Services	\$ 23,812

County	Funding Source	Amount
Tuscarawas	Title III B Supportive Services	\$ 72,258
	Title III C1 Congregate Meals	\$ 54,326
	Title III C2 Home Delivered Meals	\$ 77 <b>,</b> 169
	Title III D Evidenced Based	\$ 2,147
	Senior Community Services	\$ 24,587

County	Funding Source Title III B Legal	Amount
Belmont	Legal	\$ 4,395
Carroll	Legal	\$2,774
Coshocton	Legal	\$ 3,002
Guernsey	Legal	\$3,141
Harrison	Legal	\$ 2,406
Holmes	Legal	\$ 2,833
Jefferson	Legal	\$ 4,492
Muskingum	Legal	\$4,736
Tuscarawas	Legal	\$4,890