



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

*2024-2026*

*AAA9 REQUESTS FOR PROPOSALS*

*Title III, State Block Grant & Care Coordination*

*Application*

*June 2023*



# Area Agency on Aging – Region 9, Inc.

710 Wheeling Avenue Parkway, Cambridge, OH 43725

Voice(800)945-4250 Fax(740)439-3592

Serving Ohio's Belmont, Carroll, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Muskingum, and Tuscarawas counties for over 45 years

Dates of Program Period: Year 1: January 1, 2024-December 31, 2024

Year 2: January 1, 2025-December 31, 2025 (if renewed)

Year 3: January 1, 2026-December 31, 2026 (if renewed)

## AAA9 Title III, State Block Grant & Care Coordination Application for 2024-2026 Service Provision

Contact Person					
Organization Name					
Db a if applicable					
Street Address:					
P.O. Box					
City		State		Zip Code	

Primary Business telephone numbers:

Telephone #		Fax #	
Toll free #			

Contact Name:	Email address:

Federal Identification Number/IRS:							
Registered with the Ohio Secretary of State (submit a copy of the designation)							
Non-Profit Organization		Non-Profit Association		Non-Profit Trust		Cooperative	
For Profit		Limited Liability Company		Limited Partnership		Partnership having limited liability	

Minority Provider (check one)	Yes		No		For definition see below:
<p>Administration on Aging definition of Minority Provider: A provider of services to clients which meets any one of the following criteria: 1) A not for profit organization with a controlling board comprised of at least 51% of individuals in the racial and ethnic categories listed below. 2) A private business concern that is at least 51% owned by individuals in the racial and ethnic categories listed below 3) A publicly owned business having at least 51% of its stock owned by one or more individuals and having its management and daily business controlled by one or more individuals in the racial and ethnic categories listed below: The applicable racial and ethnic categories include: American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian, or Other Pacific Islander, or Hispanic</p>					

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT

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

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department,
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

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

**Certification Regarding Debarment, Suspension, Negligibility and Voluntary Exclusion  
Pursuant to 45 CFR PART 76 Lower Tier Transactions**

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Certifies by submission of this proposal that neither it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

## **Certification for Contracts, Grants, Loans and Cooperative Agreements**

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

No federal appropriated funds have been or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of this 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the form, "Disclosure Form to Report Lobbying", in Accordance with its instructions.

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

### ***Statement for Loan Guarantees and Loan Insurance***

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

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

STANDARD AFFIRMATION AND DISCLOSURE FORM FOR GRANTS  
EXECUTIVE ORDER 2019-12D  
Banning the Expenditure of Public Funds on Offshore Services

**GRANTEE AFFIRMATION AND DISCLOSURE**

By the signature affixed to this Affirmation and Disclosure, the Grantee identified below affirms, understands and will abide by the requirements of Executive Order 2019-12D issued by Ohio Governor Mike DeWine. The Executive Order is attached and is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Grantee acknowledges that for purposes of the Executive Order that grant funding provided to support a project or program of the Grantee is equivalent to a purchase of services by the State; "services" in the context of a grant means services that implement the project or program of the Grantee to the extent that such services are paid for or reimbursed with grant funds provided by the State or with match or cost share specifically required by the State as a condition to disbursement of the grant funds; investments by the Grantee in the project or program from non-State sources of funding other than amounts claimed as specifically required match or cost share are not subject to the Executive Order; the Grantee is equivalent to a "contractor," as that term is used in the Executive Order; and sub-grantees, if any, and contractors of the Grantee are equivalent to "subcontractors," as that term is used in the Executive Order.

The Grantee affirms that the Grantee and any of its sub-grantees and contractors shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

The Grantee shall provide all the name(s) and location(s) where services will be performed in the spaces provided below or by attachment. If the Bidder will not be using sub-grantees or contractors, indicate "Not Applicable" in the appropriate spaces. If the Grantee will not be storing, accessing, testing, maintaining or backing-up state data, indicate "Not Applicable" in item 3.

1. Principal location of business of Bidder/Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
(Address, City, State, Zip)

Name/Principal location of business of lower-tiered sub-contractor(s):

\_\_\_\_\_  
(Name) \_\_\_\_\_  
\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name) \_\_\_\_\_  
\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by the Bidder/contractor:

\_\_\_\_\_  
\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location where services will be performed by sub-contractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Bidder/contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by sub-grantees and contractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location to where services to be performed will be changed or shifted by Bidder/contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by sub-contractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)



**MIKE DEWINE**  
GOVERNOR STATE OF OHIO

**Executive Order 2019-12D**

Governing the Expenditure of Public Funds for Offshore Services

**WHEREAS**, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans: and

**WHEREAS**, the use of public funds for services provided outside the United States potentially undermines economic development; and

**WHEREAS**, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

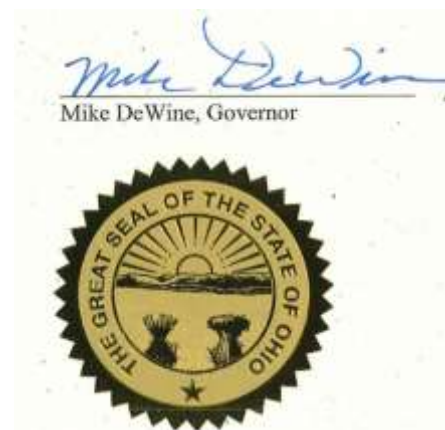
**NOW THEREFORE**, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall continue to maintain procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.
    - ii. Require service providers or prospective service providers to:
      1. Affirm that they understand and will abide by the requirements of this Order.
      2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
      3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
      4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.



5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
- i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
- ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
- c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
- d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts to attract jobs and business to Ohio;
- b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
- c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



ATTEST:

\_\_\_\_\_  
Frank LaRose, Secretary of State

**Authorization to Submit & Acceptance of Terms, Conditions and Assurances**

I/we, the undersigned, certify that all information contained in this Application is true to the best of our knowledge.

-----  
[ ] This Application was reviewed and approved by:

**(Name of governing board or other authorizing body)**

during a meeting or conference held on \_\_\_\_\_ in accordance with:

(cite source & bylaw, policy or rule section #)

**-- OR --**

[ ] I/we am/are empowered by bylaw, rule or other operating procedure to submit applications for contracts and performance obligations as specified in:

(cite source & bylaw, policy or rule section #, or date & type of action)

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I/we affirm that this organization can and will fulfill the intent, specifications, descriptions, and conditions of participation set forth in this Application, if selected as a service provider for 2024-2026 by the Area on Aging, Region 9, Inc. (AAA9).

I/we agree to accept all terms, conditions, assurances (pages numbered A-3 through A-22 as issued) and AAA9 specifically reserved rights & privileges included in the AAA9 2024-2026 Request for Applications for Title III and Senior Community Service Funds.

I/we acknowledge that further information work plans, documents and contract or program negotiation may be required following Application review by the Area Agency on Aging, Region 9, Inc. (AAA9) and could result in mutually acceptable written modifications to this document.

This assurances statement represents factual information about the Applicant at the time plans for this service are made. Submission of assurances is a requirement for making or entering into a program.

By signing or typing in the name, date, and agency name, the provider assures compliance as indicated above, as indicated in the application instructions, and that all of the information submitted is true and factual.

**Authorized Person to Commit to Contractual & Performance Obligations:**

Name & Title (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Name of Agency:**

Name: \_\_\_\_\_

Agency EIN: \_\_\_\_\_

**By submitting an Application with a signed page, A-10, the Applicant is agreeing to all of the following assurances.**

The following Conditions of Participation will apply to all Title III and State Block Grant contract Agreement issued for 2024 and any resulting renewals for 2025 and 2026:

1. The AAA9 yields no rights or privileges in soliciting, selecting or operating contract Agreements or Providers. The AAA9 specifically reserves the following rights and privileges:
  - a) to accept, reject or negotiate modifications of any Application, Budget Summary, Budget Summary revision or Budget Narrative submitted;
  - b) to require additional information regarding the organization or proposed service delivery;
  - c) to further negotiate unit production and unit cost/reimbursement rates with any sole applicant or successful bidder;
  - d) to require further detailed work plans and documents for the implementation of the service after the award of any contract Agreement;
  - e) to require further past performance data and references from applicants not previously or currently under AAA9 contract Agreement for the same service and funding source;
  - f) to cancel contract Agreements in the event that satisfactory work plans are not presented to the AAA9 executive director's satisfaction;
  - g) to cancel contract Agreements if performance goals are not being reasonably attained in the course of the contract Agreement (such as plus or minus 10% of year-to-date planned levels of unit production or the use of other resources – including proper application of local match, other cash and in kind support - declared in the Budget Summary or Budget Narrative);
  - h) to incorporate other specific reservations into the assurances section of the Application format and into contract Agreement documents, with written approval or acceptance by the Applicant and the AAA9;
  - i) to terminate or modify any resulting contract Agreements (including but not limited to proportionate reduction in funding availability, immediate reversion from fund advance to cost reimbursement or other remedies deemed appropriate by the AAA9 executive director) based on failure to meet:
    - i. these Conditions of Participation or any additional written conditions of a resulting contract agreement;
    - ii. the descriptions set forth in this Application and/or Budget Summary or Budget Narrative;
    - iii. requirements of the Older Americans Act or the Ohio Department of Aging; or,
    - iv. any other circumstance that impairs or prevents the performance of services or use of declared funds in the Budget Summary exhibit as planned;
  - j) to increase or decrease the amount of funds available to any Provider on 30 days notice, subject to the increase or decrease of funds allocated to AAA9, availability of funds, negotiation at the discretion of AAA9 and issuance of a contract Agreement amendment satisfactory to the AAA9, if warranted;
  - k) to require operations, contract Agreement, unit rate payment levels and/or Budget Summary or Budget Narrative revisions subsequent to the modification of fund availability, over- or under-production of declared units or funds on the Budget Summary, program guidelines for services during the contract Agreement period;
  - l) to require the maintenance of client waiting lists for selected services and/or Providers;
  - m) to require cooperation of Providers in good faith negotiation for serving hard-to-serve or unserved clients outside their original contracted zone of service on a case-by-case basis , subject to AAA9 approval;
  - n) to accept, reject or negotiate modifications of any Application to serve sub-county zones and to adjust funding availability to a level comparable to the population characteristics of any proposed sub-county zone; and,

- o) to conduct scheduled or unannounced visits to sites of administration or activity under any resulting contract Agreement for services for the purposes of monitoring contract Agreement compliance, verification of performance or participation in service- or client-related decision-making, such as board of trustee meetings.
2. Applicant assures that equal employment opportunities will exist and that no discrimination on the basis of race, color, religion, sex, age, handicap or national origin will result (ODA 407.0,C.1.f);
  3. Any changes in the information provided in this Application or any resulting contract Agreement will be provided in writing to the AAA9 within 10 days of occurrence and be subject to negotiation regarding the award or continuation of any contract Agreement. This includes but is not limited to: methods and availability of service delivery; major changes in personnel assigned to the administration of the organization or service; and, significant upward or downward (plus or minus 10% of Budget Summary exhibit amounts) changes in: ability to produce billable units; funding sources or amounts; or, number & characteristics of clients to be served.
  4. Applicant agrees to devote special efforts to providing service to older persons age 60+ who are in greatest social and/or economic need, including client recruitment (outreach) efforts and refining service delivery techniques to be more acceptable to such persons; indicators of performance will include documented participation on reports to AAA9 indicating levels of participation by low income, by minority, by low-income minority, by age 75+, by older rural residents, and by handicapped older persons. To demonstrate compliance with State and federal requirements, Application goals for each service must demonstrate anticipated client population with at least the characteristics of low income, minority, low-income minority and older persons living in rural areas existing in the county (or zone) for the general age 60+ population in that same service area (45 CFR 1321, OAA 306 (a) 4.A.i, ODA 407.0 B.5 and C.1i & j, et al)
  5. No fees may be charged to a participant in any portion of a service during a contract Agreement period supported with Older Americans Act funds, unless otherwise authorized by AAA9 and the ODA; all participants will be advised of their opportunity to voluntarily contribute toward the cost of the service, unless other compelling factors, laws or regulations disallowing contributions are described to and approved by AAA9 in the course of a Application presentation and review; no older person will be denied a service because they cannot or will not contribute toward costs of the service. (45 CFR 1321, et al).
  6. No sub-contracting will be allowed for the direct provision of any service to any client without the advance written approval of the AAA9 and the ODA. (ODA 209.00 and 407.0, et al).
  7. Each Provider will maintain all necessary financial and service performance records and information in order to complete monthly and quarterly reports as required by the AAA9 and Ohio Department of Aging; all financial and service performance records will be subject to periodic AAA9 review to verify accuracy, particularly of client characteristics and of units reported for billing and payment through the AAA9; client characteristics to be reported include number of unduplicated clients (quarterly and year-to-date), low income, minority, low-income minority, age 75+ and handicapped.
  8. Due to federal & State reporting requirements, all AAA9 financial and service performance reports are due within 10 days following the close of the calendar quarter. **Late reports may result in loss of timely payment and progressive administrative discipline, including contract Agreement termination (45 CFR 1321, et al).**
  9. Each Provider will provide for sufficient funds, staff, training, equipment, facilities, policies and procedures to assure service performance throughout the entire service zone for the full period of the contract Agreement, regardless of earnings status from AAA9, under the terms offered or resulting from this Application and any resulting contract Agreement(s).
  10. Each Provider will assure availability & provision of service by the Provider during normal service or operations hours as declared in the Budget Narrative exhibit; occasions requiring unexpected delay, reduction or failure in the delivery of services, such as weather emergency or short-term staff shortage, require immediate telephone and subsequent written contact with AAA9 Development and Compliance unit representatives to explain cause and anticipated duration of service interruption; any anticipated delay, reduction or failure in the delivery of services requires advance telephone consultation with AAA9 Development and Compliance unit representatives, explaining cause & anticipated duration of service interruption prior to taking action.

- 11.** Each Provider will accept and implement the Ohio Department of Aging service standards and quality assurance processes over the course of any resulting contract Agreement with AAA9 monitoring, guidance and technical assistance; in addition, each Provider will cooperate with AAA9 to implement the federal National Aging Program Information System (NAPIS), WellSky reporting systems for service data.
- 12.** Each application, as negotiated and revised prior to contract Agreement issuance, will become an operational part of any resulting AAA9 service contract Agreement.
- 13.** Uniform administrative requirements, cost principles, and audit requirements for federal awards: shall comply with 45 C.F.R. 75.327 to 75.335 (December 26, 2014), including Appendix II to 45 C.F.R., Part 75 (December 26, 2014). [https://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f#se2.1.200\\_1501](https://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f#se2.1.200_1501)
- 14.** Each Provider accepts that all Title III-B, Title III-C, Title III-D, Title III-E, NSIP (formerly USDA), & State Block Grant grants & earnings payments will be distributed on a reimbursement basis.
- 15.** Each Provider will assure that procedures will be utilized to ensure that information about or obtained from a person receiving service under any resulting contract Agreement will not be disclosed in a form that identifies the person without the informed consent of the person or their legal representative; unless disclosure is required by court order or for program monitoring by authorized federal, state or AAA9 monitoring activities (45 CFR 1321, et al); such assurance includes compliance with federal HIPAA requirements. (a) The provider shall not disclose information concerning a consumer unless the provider obtains and retains the consumer's written, informed consent to do so and the purpose for the disclosure is associated with the provider's provision of goods and services to the consumer.
- 16.** (b) The provider shall not disclose information concerning a consumer for a purpose unassociated with the provider's provision of goods and services even if the provider obtains and retains the consumer's written, informed consent to do so.
- 17.** (c) If the provider retains consumers' records electronically, the provider shall store the records in a password-protected file. If the provider does not retain records electronically, the provider shall store consumers' records in a designated, locked storage space.
- 18.** Each Provider will assure full conformance with all applicable federal, state and local fire, health, safety, sanitation and other standards prescribed by law or regulation, including licensure as required by law and rights of transfer of equipment having a unit acquisition cost of \$1,000 or more per 45 CFR 74, Subpart O. (45 CFR 1321.5.b., et al).
- 19.** Each Provider will assure that all services funded by AAA9 are coordinated with other appropriate services in the community and that the services under any resulting contract Agreement do not constitute an unnecessary duplication of services provided by other sources. (45 CFR 1321, et al).
- 20.** The Applicant assures that the goals for total number of unduplicated age 60+ persons to be served during the term of the contract Agreement, including the number estimated to be low income, aged 75 or older, minority, rural and low-income minority as detailed in Budget Summaries, are reasonable based on past & current experience and anticipated availability of funds.
- 21.** The Applicant shall post, distribute or otherwise make readily available all appropriate or required notices regarding terms or conditions of client participation related to delivery of contracted services under any resulting contract Agreement, including but not limited to: client donation, contribution or client cost-sharing opportunities; client rights; and, availability of recourse for current and potential clients in the event of limiting or denying participation.
- 22.** The Applicant agrees to send appropriate representatives to regular and special meetings called by the AAA9 regarding contracted services and understands that the AAA9 assumes no responsibility to communicate information disseminated at such meetings in any other manner.
- 23.** The Applicant agrees to cooperate with AAA9 client development activities for Care Coordination, Alzheimer's Respite Care Coordination, Title III-E Caregiver Support program and PASSPORT, including referrals to the AAA9, inter-agency reviews of Applicant client lists with AAA9 representatives for identifying potential case-managed care clients, potential caregiver support clients and Applicant assistance in contacting potential clients to seek arranging for assessment or consultation visits by AAA9 representatives.
- 24.** The Applicant agrees to establish and maintain a "waiting list" in event of service demand exceeding supply and to address in Applicant policy the methods that will be used to determine priorities for service provision under such a condition.

## **25. Client Contributions, Donations & Cost-Sharing**

<https://codes.ohio.gov/ohio-administrative-code/rule-173-3-07>

**26.**

- a) The Applicant understands that a voluntary contributions, donations and cost-sharing system is required by the Older Americans Act and the ODA for all Title III clients, regardless of any or no cost-sharing obligation, and that clients cannot be discriminated against in prioritizing or receiving services because he or she cannot or will not contribute toward the cost of providing said service.  
The Applicant understands that the primary purpose of program income from client contributions, donations or cost-sharing is to increase, enhance or expand the delivery of such services while offering clients a dignified and confidential way to contribute toward the cost of services received.
- b) The Applicant understands that, under federal law and regulations:
  - i. Client contributions, donations and cost-sharing from federally funded programs cannot be used as local matching funds for federal programs and must be used to benefit the program for which they were contributed as a separate and identifiable 'program income' fund;
  - ii. Any client receiving services funded by the Agreement shall be provided an opportunity to pay all or part of the cost of the service; and,
  - iii. No eligible person can be denied service because he or she cannot or will not contribute toward the cost of providing said service.
- c) The Applicant accepts that the collection and management of program income earned from the contracted service activity from client contributions, donations and cost-sharing contributions, donations and cost-sharing must be in accordance with ODA policies. OAC 173-3-07 Consumer cost sharing policies and all related federal rules and regulations, with copies and/or citations available from the AAA9 on request.

## **27. Cost-Sharing**

- a) The Applicant accepts that all good and services paid, in whole or in part, with Older Americans Act funds are subject to cost sharing, except for the services listed in this rule.
- b) Services funded by the AAA9 and exempted from cost-sharing include Meals, Legal, Information & Referral, Outreach, Benefits Counseling, Ombudsman, Case Management, Disease prevention and health promotion, volunteer placement, Education, training, or support group provided through national family caregiver support program, Ombudsman, elder abuse prevention, legal assistance or another consumer protection service.
- c) Services funded by the AAA9 and not exempted that would require a cost-share obligation include: Transportation, Homemaker, Personal Care, Home maintenance, modification or repair, personal emergency response systems and home medical equipment.
- d) The Applicant understands that any ODA requirements, responsibilities and administration of a cost-sharing system will be the burden of the Applicant without the provision of additional funding from ODA or the AAA9.
- e) The AAA9 will only assume the burdens of cost-sharing for all clients served under the AAA9 Care Coordination and Caregiver Support programs.
- f) The Applicant is aware that, under Older Americans Act section 315(a)(5)(E), the Providers shall "not deny any service for which funds are received under this Act for an older individual due to the income of such individual or such individual's failure to make a cost sharing payment".
- g) The AAA9 will provide information, ODA requirements and general guidance to the Provider in a timely fashion regarding cost-sharing as the ODA implements or revises cost-sharing for Title III and State funded programs.

## **28. Budget**

- a) Any overall budget changes that become necessary during the course of the Agreement that will reduce the quantity of service to be provided (as detailed in the Budget summary exhibit) must be reported to the AAA9 within ten (10) working days of the Provider recognizing the need to change the budget and reimbursement unit rate.
- b) Each Provider agrees that all funds from all sources declared available under the Application budget will be applied toward the provision of services, particularly those funds directly controlled by the Provider or host organization; Providers experiencing an uncontrollable gain, shortfall or loss in funds availability will initiate immediate telephone consultation and written communication within 10 days of occurrence with AAA9 representatives to explain cause & anticipated impact prior to taking actions to alter service delivery; any failure to apply such funds declared available without prior AAA9 consultation, approval and acceptance of a revised budget may be considered a breach of good faith and will invoke review of contract Agreement performance and possible termination or non-renewal; in the event of a Provider meeting unit goals and having additional declared funds remaining available prior to the end of the contract Agreement period, AAA9 has the expressed expectation that the Provider will provide additional units of service throughout the course of the contract Agreement period and may request to amend the Budget Summary exhibit and reimbursement unit rate once each year.
- c) The AAA9 reserves the sole and exclusive right to determine if any changes will be allowed to the contract Agreement unit rate(s) affected by any Provider budget changes. Each Provider accepts that negotiated unit rates for services provided under a AAA9 contract Agreement are fixed for the duration of the contract Agreement. Adjustments to unit rates may only be made at AAA9 option, such as in the event of a documentable and significant (ie, plus or minus 10%) gain or loss of funding from another source. Any requests to change number of units to be served, unit rate or Provider transfer of funds between AAA9 funding sources must be requested in writing by the Provider with supporting information no later than August 1<sup>st</sup> of the contract Agreement year; unit rate adjustment may only be requested by the Provider once per year. Any other circumstance, including but not limited to unexplainable shortfalls or overages in unit production, increased costs or the loss of staff availability will generally be considered a management responsibility of the Provider and insufficient grounds for upward unit rate adjustment. Exceptions to unit rate earnings are any Home Repair and Long-Term Care Ombudsman allowable-cost reimbursement contracts and special awards that may be made during the year.
- d) The AAA9 reserves the right to reduce the amount of funding available and may redistribute such available AAA9 funds for any allowable purpose to any other AAA9 service provider, program or purpose at the direction of the AAA9 executive director, including but not limited to instances of under-production of units in mid-year, as further described elsewhere in this Agreement.
- e) The Applicant agrees to exercise appropriate management control of the budget, assume all responsibility for meeting financial obligations and specifically indemnify the AAA9 and the ODA against any and all financial or other claims incurred in the delivery of contracted services under the Agreement.
- f) The Applicant accepts that, in the case of nutrition programs:
  - i. The NSIP “cash-in-lieu-of-commodities funds” (formerly known as “USDA”) are earned based on the number of meals served meeting Title III-C criteria multiplied by the projected meal reimbursement rate, which is based on availability of funding from the ODA and Area wide meals counts from the previous contract Agreement year;
  - ii. Any variations between planned meals on Exhibit(s) A and qualifying meals actually served will be reflected in the “cash-in-lieu-of-commodities funds” reimbursement amount earned under the Agreement;

- iii. The total projected NSIP “cash-in-lieu-of-commodities funds” funds amount may not become available due to national budgeting constraints or mid-year NSIP “cash-in-lieu-of-commodities funds” level changes by the ODA;
- iv. The NSIP “cash-in-lieu-of-commodities funds” funds may not be distributed in a timely fashion by the federal Administration on Aging or the ODA; and,
- v. In the event of meals being disallowed for Title III-C reimbursement, these NSIP “cash-in-lieu-of-commodities funds” funds are also subject to recovery.

## **29. Earning and Disbursing Funds**

- a) The Applicant understands that earning of Title III, State and other AAA9 funds under the
- b) Agreement is performance-based with the total number of units provided multiplied by the unit rates generating up to the total AAA9 funding allocated for each service in the Agreement, with further stipulations & limitations elsewhere in this Agreement.
- c) AAA9 funds are earned by the Provider upon satisfaction of all of the following conditions:
  - i. For Older Americans Act funds, upon expending local match per Exhibit(s) A’s Section II.B.3 & 4 in a ratio of at least 85% AAA9 federal funds to 15% local match of cash or verifiable and allowable in-kind contributions; and,  
Upon providing verifiable and billable units of service to persons age 60 years or older or as otherwise qualified by federal, State or grant conditions and rules, in accordance with Exhibit(s), budgets, narratives and all other requirements of the Agreement; and,
  - ii. Upon timely submission of such reports documenting the provision of such service and the expenditure and/or earning of AAA9 and other funds as required by the AAA9; and,
  - iii. Upon timely submission of such reports as required by the AAA9 and ODA for reporting specific data, including but not limited to NAPIS (National Aging Program Information Systems), WellSky mechanisms; and,
  - iv. Upon there being no cause for recovery by the AAA9 of funds paid previously for services that do not meet the requirements of the Agreement, the AAA9 or the ODA, including but not limited to financial audit findings, unit audit findings or failure to meet service specifications or other requirements of the Agreement;
  - v. Upon the Provider being within plus or minus 10% of the anticipated year-to-date level of unit production as proposed in the Budget Summary exhibit, at the discretion of the AAA9 executive director; and,
  - vi. Upon the Provider being in compliance with all of its duties and obligations under the Agreement, including but not limited to AAA9 contract Agreement monitoring activities, Conditions of Participation, service specifications, contract Agreement assurances and conditions, Application assurances and conditions, and service delivery expectations.
- d) Subject solely to AAA9 discretion, AAA9 funds will be paid to the Provider monthly either through an advance or on a reimbursement basis, subject to the availability of such funds to the AAA9, the AAA9 cash position and such other circumstances as the AAA9 executive director determines prudent, allowable and appropriate.
- e) The AAA9 reserves the right to advance or reimburse in any one month no more than 1/12th of the AAA9 funds payable to the Provider under the Agreement, with exceptions being approved in writing for good cause at the discretion of the AAA9 executive director, based on submittal of a written request citing circumstances and supporting documentation from the Provider. In the event of an exception being made, subsequent advances or reimbursements or contract unit goals may be appropriately adjusted.
- f) The AAA9 reserves the right and privilege to make grant payments of allowable grant costs, including purchase-of-service unit rates, from multiple allowable sources without advance notice to the Provider when in the best interest of funding utilization, pursuant to AAA9 Board of Trustees action on July 26, 2001, up to the combined total of all allocated AAA9 funding resources (ie, exchange of State Block Grant funds for Title III funds, up to the combined total committed to the contract Agreement).
- g) The AAA9 will identify the sources of funds to the Provider within 90 days of the end of the contract period, in order to maximize AAA9 use of financial resources and to provide a proper audit trail for both AAA9 and the provider.



- h) The AAA9 reserves the right to change the source of funds retroactively without prior notice to the Provider when in the best interests of the AAA9 and the community, with subsequent notice to the Provider of such changes as appropriate for auditing purposes.
- i) The AAA9 reserves the right to amend the Agreement by written letter from the AAA9 executive director to the Provider for the purpose of maximizing utilization of available resources by increasing the amount of funds available for any service with the expectation of increased units of service output or acquisition of appropriate and allowable materials, supplies or devices to benefit the service in the opinion of the AAA9, subject to prior verbal notice to and written acceptance by the Provider, when in the best interests of the AAA9, the community and time constraints.
- j) If necessary, periodic adjustments may be made by the AAA9 in amounts and at intervals to be determined by the AAA9 in its sole discretion in order to reconcile the difference between the disbursement of AAA9 funds to the Provider and the earning of such AAA9 funds by the Provider.
- k) The AAA9 will closely review all earnings under the Agreement throughout the contract Agreement period. The AAA9 reserves the right, in its sole discretion, to reduce the amount of funds available and number of units reimbursable under the Agreement with prior consultation with the Provider and with ten (10) working days notice by written letter from the AAA9 executive director to the Provider if there are under-earnings that may lead to the AAA9 losing access to those funds through expiration at the end of the contract Agreement period. In that event, the AAA9 may redistribute these AAA9 funds for any allowable purpose to any other AAA9 service provider, program or purpose at the direction of the AAA9 executive director.
- l) Applicant agrees to promptly remit to the AAA9 any and all AAA9 funds determined by fiscal audit, unit audit or program review as not earned, whether by under-performance or by violation of any requirements of the Agreement, within ten (10) working days of the issuance of a written demand by the AAA9 executive director. Failure to comply with this section may result in sanctions upon the Provider, including but not limited to suspension of further reimbursements until remittance is received or cancellation of the Agreement as described elsewhere in this Agreement.

### **30. Record-keeping, Confidentiality and Record Retention**

- a) The Applicant agrees to maintain such accounting records and documents that will permit expeditious determination at any time of the status of funds within the Agreement, including the disposition of all monies received and the nature and amount of all charges to be claimed against such funds.
- b) The Applicant further agrees to maintain a system of records that clearly tracks the generation of verifiable and billable units of service from the point of service delivery to the point of request for payment, and agrees to cooperate with unit audits of this system by representatives of the AAA9.
- c) Except as otherwise provided in the Agreement, the Applicant agrees to assure client confidentiality, including using policy, process, handling and storage systems that allow no client-specific information obtained from an individual in conjunction with the service(s) funded by the Agreement to be disclosed, made available or be observable to any party without the informed written consent of the individual and/or the due processes of law. The Applicant further agrees to remain compliant with all relevant federal HIPAA privacy & security requirements.
- d) Except as otherwise provided by State or federal law, rule or regulation, all records and documents relating to the Agreement shall be retained by the AAA9 and the Provider for at least three (3) years from the date of termination of the Agreement.
- e) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the required three year retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

- f) Client and fiscal records must be made available for audit or inspection upon request by the AAA9, the Ohio Department of Aging and/or the federal Administration on Aging or their duly-designated agents.

### **31. Financial and Service Performance Reporting and Auditing**

- a) The Applicant agrees to submit all required financial and service performance reports specified by the AAA9 in normal reporting schedules; failure to meet those schedules may result in penalties including, but not limited to, being changed from any advance to reimbursement payments, return of unearned funds, contract Agreement suspension or cancellation or termination.
- b) The Applicant agrees to have an annual financial audit conducted by an independent accounting firm and that all funding allocated and declared as available under this contract Agreement will be included in said audit. A copy of the audit report is to be received by the AAA9 within thirty (30) calendar days of final issuance and within 180 calendar days following the end of this contract Agreement period, whichever occurs first. The audit receipt deadline can only be extended with the prior approval of the AAA9. A copy of the audit report is to be sent to the AAA9, Attention: Administrative Services Director.
- c) The Applicant shall submit required audit reports, if applicable. In general, all providers – as a total organization – that receive or expend \$750,000 or more in a year in Federal funds from any and all federal sources are subject to the audit provisions of federal requirements. If the Provider is required to complete an audit by another funding source, a copy of said audit shall be submitted to the AAA9 within thirty (30) calendar days of final issuance and no later than 180 calendar days from the end of the Provider's fiscal year. The audit receipt deadline can only be extended with the prior approval of the AAA9. A copy of the audit report is to be sent to the AAA9, Attention: Administrative Services Director.
- d) Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider, with such appropriate timeliness to be determined by the AAA9 executive director and subject to immediate termination of any resulting contract Agreement for failure to cure such material finding in that period.
- e) The Applicant accepts that periodically the AAA9 may hire or employ an auditor to review the Provider's financial and service performance records pertaining to AAA9 funds and contracted services in order to verify audited statements, identify any irregularities in accounting or grantsmanship that may affect the AAA9 funds, gauge Provider soundness to meet the terms of the Agreement and assure the proper delivery and record-keeping for the services billed to AAA9 funds. The Provider further agrees to cooperate fully with any such reviews initiated by the AAA9.
- f) The Applicant agrees to comply with any monetary findings and/or programmatic and accounting recommendations made either through monitoring activities or audits.
- g) Any Provider that does not meet the requirements of this section will be subject to the following at the discretion of the AAA9 executive director:
  - i. For the current contract Agreement period, suspension of any subsequent advance or reimbursement payments until receipt of audit report(s) or plan of correction acceptable to the AAA9; and/or,
  - ii. For the next contract Agreement period, denial of contracting, contract Agreement suspension or all payments being withheld until receipt of audit report or plan of correction acceptable to the AAA9; and/or,
  - iii. For conditions endangering AAA9 credibility, AAA9 funds or clients supported with AAA9 funds, immediate contract Agreement cancellation or termination.

### **32. Subcontracts**

- a) The Applicant agrees to submit to the AAA9 copies of any proposed sub-contract to be entered into for or during the term of the Agreement for delivery of services under the Agreement. Such sub-contracts will be subject to full disclosure and the advance written approval of the AAA9 and the ODA. Advance discussion between the AAA9 and the Provider regarding potential sub-contracting is highly recommended.

### **33. Equipment**

- a) The Applicant agrees that any equipment purchased under an Times and Materials contract Agreement, or a purchase-of-service contract Agreement allowable cost amendment, supplement or addendum with the AAA9, where federal funds are used to pay a portion of the cost thereof, shall comply with Federal Regulations, Title 45, Part 74, Subpart O, relative to title, acquisition and disposition of property and the rules under federal Office of Budget & Management (OMB) Circulars A-102 and A-122 et al. The rules of Federal Financial Participation (FFP) may require recovery of some portion of the value of such equipment by the AAA9 if the Provider disposes of equipment before the end of its federally-recognized "useful life", such as in *Estimated Useful Lives of Hospital Assets* published by the American Hospital Association.

### **34. Control Policies**

- a) The Applicant understands that it will be monitored periodically by a representative(s) from the AAA9 and/or the Ohio Department of Aging and/or the federal or State government. The monitoring will determine whether the Provider's activities and obligations are being carried out as specified by the Agreement and by other related State and federal laws, rules and regulations. Monitoring activities may include, but are not limited to, on-site observation, interviews of staff, review of the related Provider accounts, documents and records, unit of service delivery or production verification or auditing and the utilization of special tests, assessment devices and rating scales. The AAA9 reserves the right to make final determination of the monitoring methods and activities to be used by the AAA9 and the information to be reviewed and collected.
- b) The AAA9 shall at all times, with or without advance notice, have the right to visit, inspect and observe activities, sites, products and procedures of the Provider for the purpose of determining compliance with the Agreement's terms, Conditions of Participation, Service Specifications and all applicable laws and regulations of any kind. The AAA9 shall at any reasonable time have the right to access and audit any and all books, documents, plans and records, financial or otherwise, pertinent to the delivery of or billing for contracted services and provisions of the Agreement.
- c) Adequate measures will be taken by the AAA9 to ensure that records of a confidential nature will not be compromised. It shall be the responsibility of the Provider to obtain written releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. The release shall permit authorized AAA9, Ohio Department of Aging or other State or federal representatives to examine said personal information for evaluation and monitoring purposes. The Applicant agrees to employ methods and processes compliant with federal HIPAA requirements.
- d) The AAA9 specifically reserves the privilege to attend meetings of the Provider Board or other governing body and to have direct communication with appropriate governing body officers and members regarding performance under the Agreement.

### **35. Applicable Federal, State and Local Laws, Regulations and Established Guidelines**

- a) The Applicant shall conform to the requirements of all applicable federal, State and local laws, rules, regulations and established guidelines, which are incorporated by reference herein, including, but not limited to:
  - i. Older Americans Act of 1965, as amended;
  - ii. Civil Rights Act of 1964, as amended;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
  - iv. Age Discrimination Act of 1975, as amended;
  - v. Federal Labor Standards Act of 1938, as amended;
  - vi. Age Discrimination in Employment Act of 1967, as amended;
  - vii. Americans with Disabilities Act of 1990;
  - viii. Drug Free Work Place Act of 1988;
  - ix. Health Insurance Portability Assurance Act of 1996 (HIPAA);
  - x. Ohio Administrative Code 173:3:1-13 (Criminal Background Checks);and,

- xi. State and local health, fire, safety, zoning, licensing and sanitation codes, rules or regulations.
- b) The Applicant shall submit copies of all related current licenses to the AAA9 before performing services under the Agreement and within ten (10) working days of receiving renewal of any related license during the course of the Agreement.
- c) The Applicant shall require any subcontractors to conform to the foregoing requirements in all subcontracts for work under the Agreement.

**36. Specific Affirmative Action, Equal Employment Opportunities, Section 504 Handicapped Accessibility Requirements, and Americans with Disabilities Act Requirements**

- a) The following posters and notices will be prominently displayed at Provider's main office:
  - i. EEO policy statement
  - ii. EEO posters
  - iii. Job vacancies
  - iv. Training sessions available
  - v. Discrimination complaint procedures
- b) The Applicant shall furnish the AAA9 with the latest annual update of its Affirmative Action Plan within 90 days after signing the Agreement.
- c) The Applicant shall furnish the AAA9 with the latest Section 504 Accessibility survey within 90 days after signing the Agreement.
- d) The Applicant shall be compliant with all related requirements of the Americans with Disabilities Act (ADA).

**37. Insurance**

- a) To help protect the commitments being made under the Agreement, the Applicant shall secure and maintain at least the following minimum amounts of insurance:
  - i. Commercial liability insurance of at least one million dollars of coverage and insurance coverage for consumer loss due to theft or property damage
  - ii. Written procedures describing the step-by-step instructions a consumer may follow to file a claim
  - iii. Automobile liability insurance with limits of at least \$500,000 on a combined single limit basis, for bodily injury and property damage, for all owned, leased, hired, borrowed and non-owned vehicles. If the Provider does not own an automobile, then Non-Owned & Hired Automobile Liability Insurance must be purchased under the General Liability Policy.
  - iv. Workers Compensation Insurance.
  - v. Unemployment Compensation.
  - vi. Employee bond coverage, appropriate to the type of duties & service(s) provided.
- b) The insurance required under the Agreement shall extend to all Provider subcontractors and shall cover the acts and/or omissions of employees, subcontractors, and agents of and volunteers working for the Provider or any subcontractors. Responsibility for assuring such insurance coverage is the sole responsibility of the Provider.**
- c) The Applicant shall have at least the insurance described above in full force and effect prior to and during the entire course of the provision of services under the Agreement. Insurance meeting the requirements of this section shall be maintained throughout the term of the Agreement, whether or not AAA9 funds have been advanced, fully earned or otherwise exhausted.
- d) Liability insurance required under the Agreement (except medical professional liability) shall name the AAA9 and the ODA as an additional insured and shall contain a provision that requires at least a 30-day written notice to the AAA9 prior to any cancellation or termination. Applicant shall deposit a Certificate of Insurance and a certificate evidencing Workers' Compensation coverage with the AAA9 prior to the provision of services under the Agreement. If renewal of such insurance occurs during the term of the Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the AAA9 within ten (10) working days of said renewal.

### **38. Indemnification**

- a) The Applicant shall defend, indemnify and hold the AAA9 and the Ohio Department of Aging, its employees, agents, directors and officers harmless from any and all claims, demands, damages, suits, judgments, liabilities, awards, costs, and expenses (including, but not limited to, attorneys' fees), or other consequences from any cause whatsoever, and all costs in connection therewith, arising from, resulting from, relating to or attributable to the performance or nonperformance of the obligations under any Agreement by the Provider, its employees, agents, subcontractors and/or volunteers, acting alone or with others, excepting only those matters or occurrences caused solely by the negligence of the AAA9 or the Ohio Department of Aging, its employees or authorized agents unless prohibited by statute.

### **39. Modification**

This Application and any resulting contract Agreement may be modified only by a written document signed by authorized representatives of both parties, including the AAA9 executive director, except as otherwise provided in the Agreement.

### **40. Breach**

- a) Except as otherwise provided in any resulting Agreement, if, in the opinion of the AAA9, the Provider has materially failed to meet or comply with any of the terms of the Agreement, including but not limited to:
  - i. terms contained in the Agreement, Exhibit(s) A or other related documents, or
  - ii. terms requiring the Provider to provide the AAA9 with documents, records, reports or certificates, or
  - iii. correcting audit findings from audits done either pursuant to or affecting performance under the Agreement or prior Agreements between the parties, or
  - iv. complying with quality assurance standards in providing services hereunder, including but not limited to access to records or observation of service delivery, or
  - v. providing the expected quantity of service or quantity of other funds listed on Exhibit(s) A; then,
- b) The AAA9 shall deliver to the Provider a written notice detailing the nature of the failure or of the noncompliance, as the case may be. If Provider has not taken corrective action or produced a plan of correction satisfactory to the AAA9 executive director, at the AAA9's sole discretion, within ten (10) working days of receipt by the Provider of the written notice thereof, the AAA9, at its sole option, and notwithstanding anything herein to the contrary, may impose any or all of the following sanctions:
  - i. suspension or withholding of further payment of funds to the Provider; and/or
  - ii. immediate termination of the agreement.

### **41. Assignability**

- a) The AAA9 and the Provider each bind themselves, their successors and assigns to any resulting Agreement.
- b) Neither the AAA9 nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under any resulting Agreement without prior written consent of the other party.
- c) Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the AAA9 or the Provider.

**42. Public Recognition of Program Availability and AAA9 Support**

Applicant agrees to provide their own and assist the AAA9 with necessary program outreach, public relations and community relations activities to achieve recognition of service & program availability. As part of that effort in any resulting contract Agreement, the Provider will give public recognition of AAA9 support by referencing the AAA9 in all Provider publicity and facilities, wherever prudent and appropriate (such as brochures, reports, news releases, property, vehicles, nutrition sites and senior centers). For printed literature (such as stationary, newsletters, annual reports, brochures, flyers, posters, etc.) either the ODA and AAA9 logos or the following or similar statement shall be included wherever prudent and appropriate:

***“Funded in part by the Older Americans Act (and/or Ohio Senior Community Services Block Grant) through the Area Agency on Aging Region 9, Inc. and the Ohio Department of Aging”***

- 40.** The applicant affirms that the applicant and any of its subcontractors shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.
- 41.** The applicant agrees to comply with Criminal Records check as required in OAC 173-9-01 through 173-9-10. <https://codes.ohio.gov/ohio-administrative-code/chapter-173-9>
- 42.** The applicant affirms that the applicant and any of its subcontractors shall perform no services or invest any funds in assets from any investment in any Russian institution or companies in the future, and to terminate any contracts with a Russian institution or company and to refrain from entering into any new contracts with such institutions or companies in the future.