



Area Agency on Aging - Region 9, Inc.

**710 Wheeling Ave,
Cambridge, Ohio 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

May 1st, 2026

To: Interested Parties for 2027-2028 RFP Bid process

From: Area Agency on Aging Region 9

Re: 2027-2028 Title III Older Americans Act, State Block grant funding, and Care Coordination

Included are the materials for the upcoming services proposals to be provided in Belmont, Carroll, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Muskingum and Tuscarawas Counties.

This information includes the following:

- Request for Proposal Forms Instructions
- Request for Proposal Application
- Budget Summaries for 2027
- W-9 form

Application process:

The deadline date and information required for submission applies to both current and prospective service providers. Proposals must be received by COB on June 5, 2026 in order to be considered for funding. Applications must be complete with all required signatures in order to be considered for funding. **NO FAXED PROPOSALS WILL BE ACCEPTED.**

This information should be emailed to providerrelations@aaa9.org and is due back to the AAA9 no later than June 5, 2026.

Please contact Ciara Harding with questions – 740-421-9411 or email at charding@aaa9.org.

Website: <http://www.aaa9.org> ♦ E-mail: aaa9@aaa9.org

Funded in part by the Ohio Department of Aging
An Equal Opportunity Employer



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

2027-2028

AAA9 REQUESTS FOR PROPOSALS

Title III, State Block Grant & Care Coordination

Application

May 2026



Area Agency on Aging – Region 9, Inc.
710 Wheeling Avenue Parkway, Cambridge, OH 43725

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

Dates of Program Period: January 1, 2027-December 31, 2028

January 1, 2029-December 31, 2030 (if renewed)

AAA9 Title III, State Block Grant & Care Coordination Application for 2027-2028 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	<input type="checkbox"/>	Non-Profit Association	<input type="checkbox"/>	Non-Profit Trust	<input type="checkbox"/>	Cooperative	<input type="checkbox"/>
For Profit	<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Partnership having limited liability	<input type="checkbox"/>

Minority Provider (check one)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	For definition see below:
<p><i>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</i></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**

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

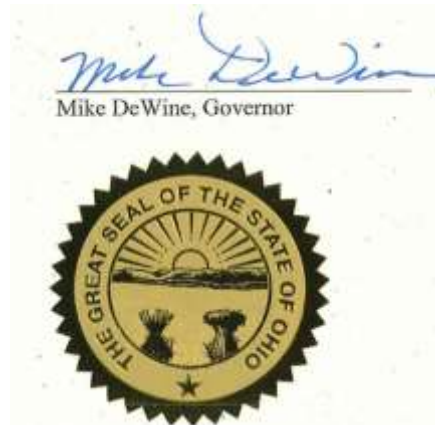
WHEREAS, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

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 contactor 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)

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 2027-2028 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 2027-2028 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 2027 and any resulting renewals for 2029 and 2030:

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
- 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 1st 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.



Section B

Service Narrative

Applicant Organization Name:

County(ies):

Please make your responses direct, to-the-point and specific to the question asked. You only need to complete the service narrative section ONCE.

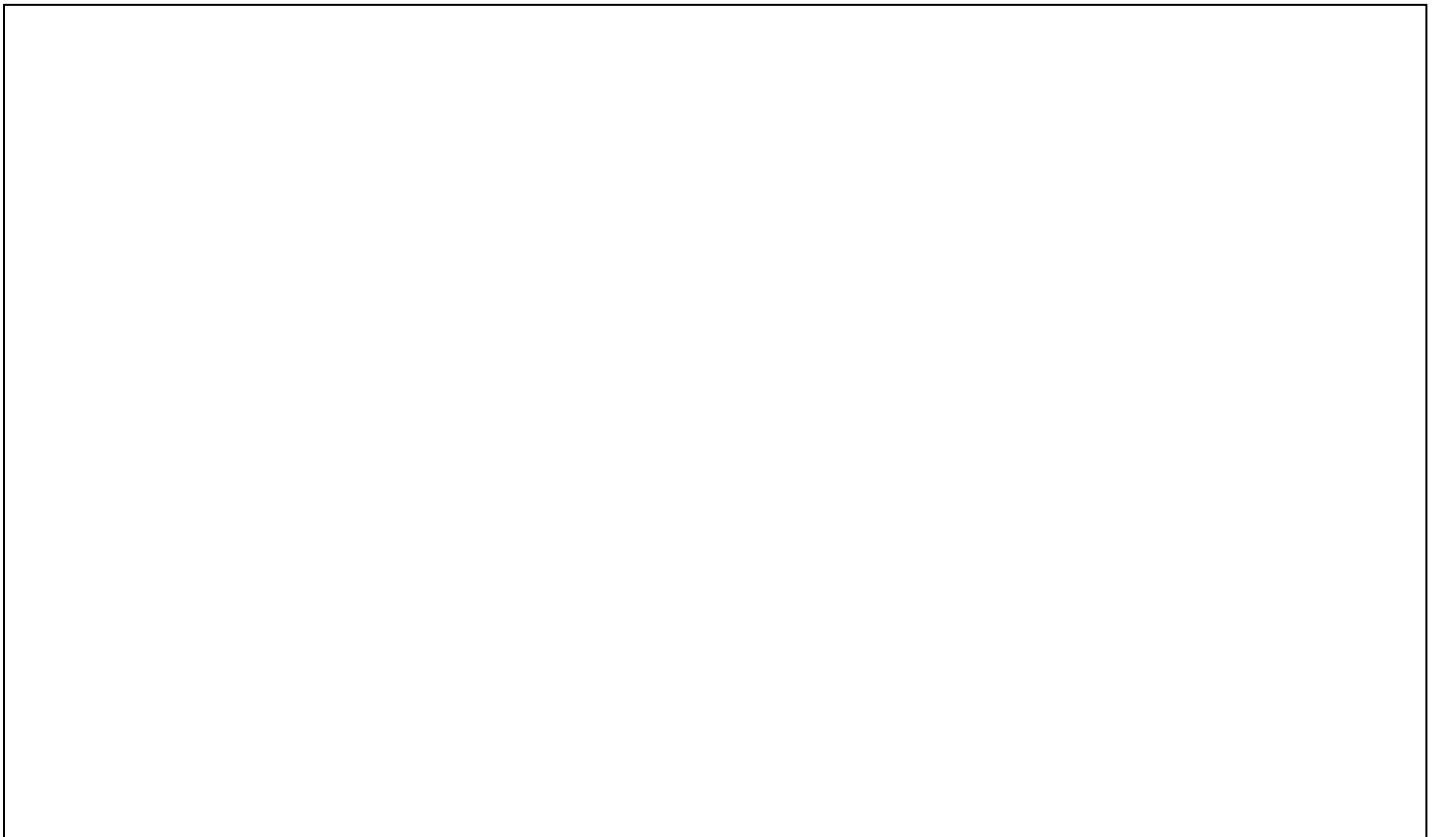
EXPERIENCE: Describe your company's experience in providing the designated service(s), including any lessons learned, recognition or awards.

OUTREACH: It is the responsibility of the provider to locate and provide service to seniors in the community. Describe your outreach efforts and your plan to locate and identify eligible individuals in the community and enroll them in your service program. *This question does not apply to Care Coordination applications. Applicants for Care Coordination can answer this question with "N/A."*


POPULATION TARGETING: Describe your process for prioritizing service delivery to federally-identified target groups (Low-income minorities, older persons with limited English proficiency, older persons residing in rural areas)



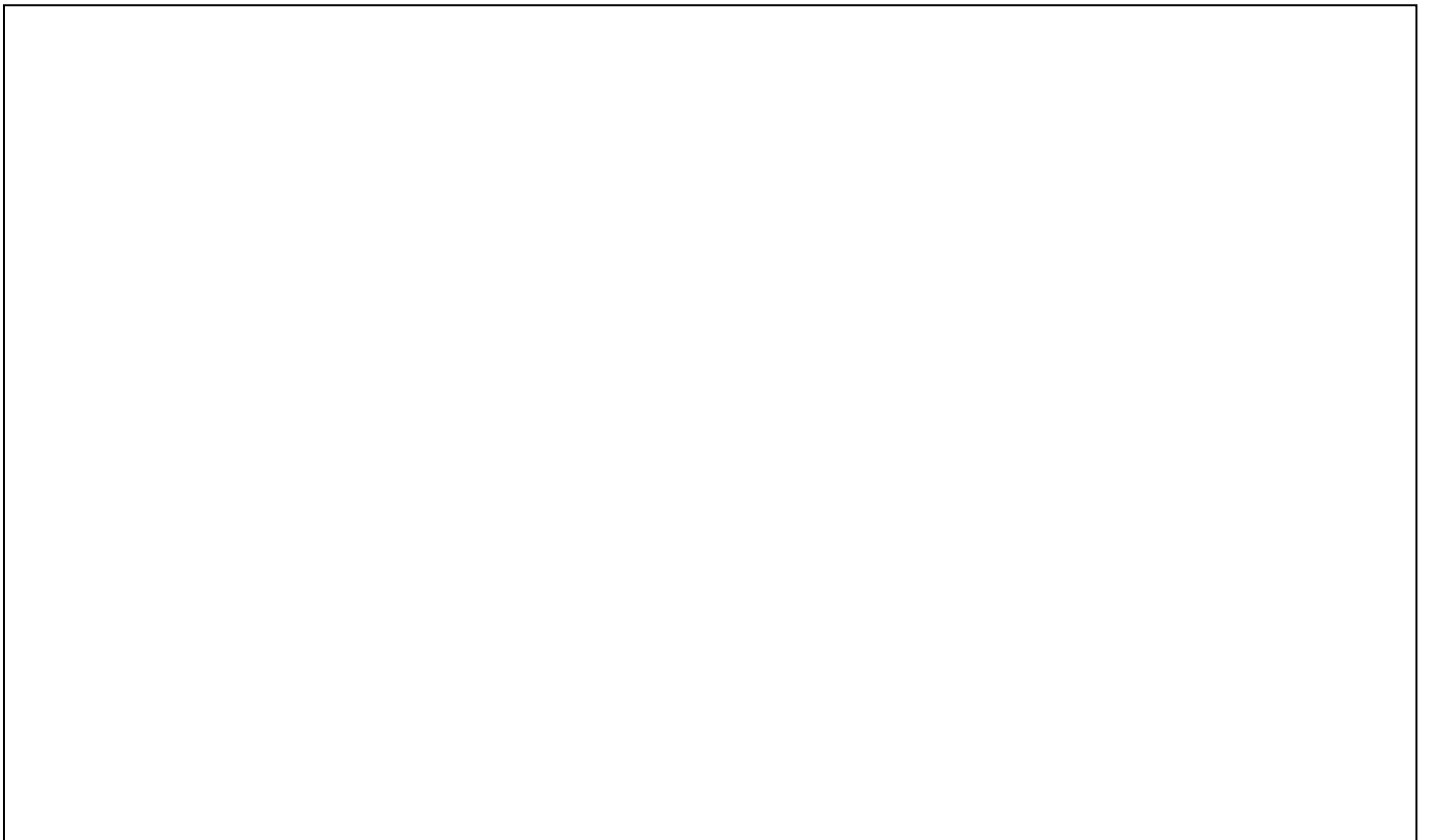
CAPACITY: Describe your company's capacity to provide service to multiple consumers on a daily, weekly, monthly, or incidental basis, including how the service delivery will be supervised and by whom. Include days & hours service is available.




SERVICE DELIVERY: Describe the service delivery system, including intake & assessment process, scheduling and service initiation. Also describe the waiting list process if one were needed/is being used.



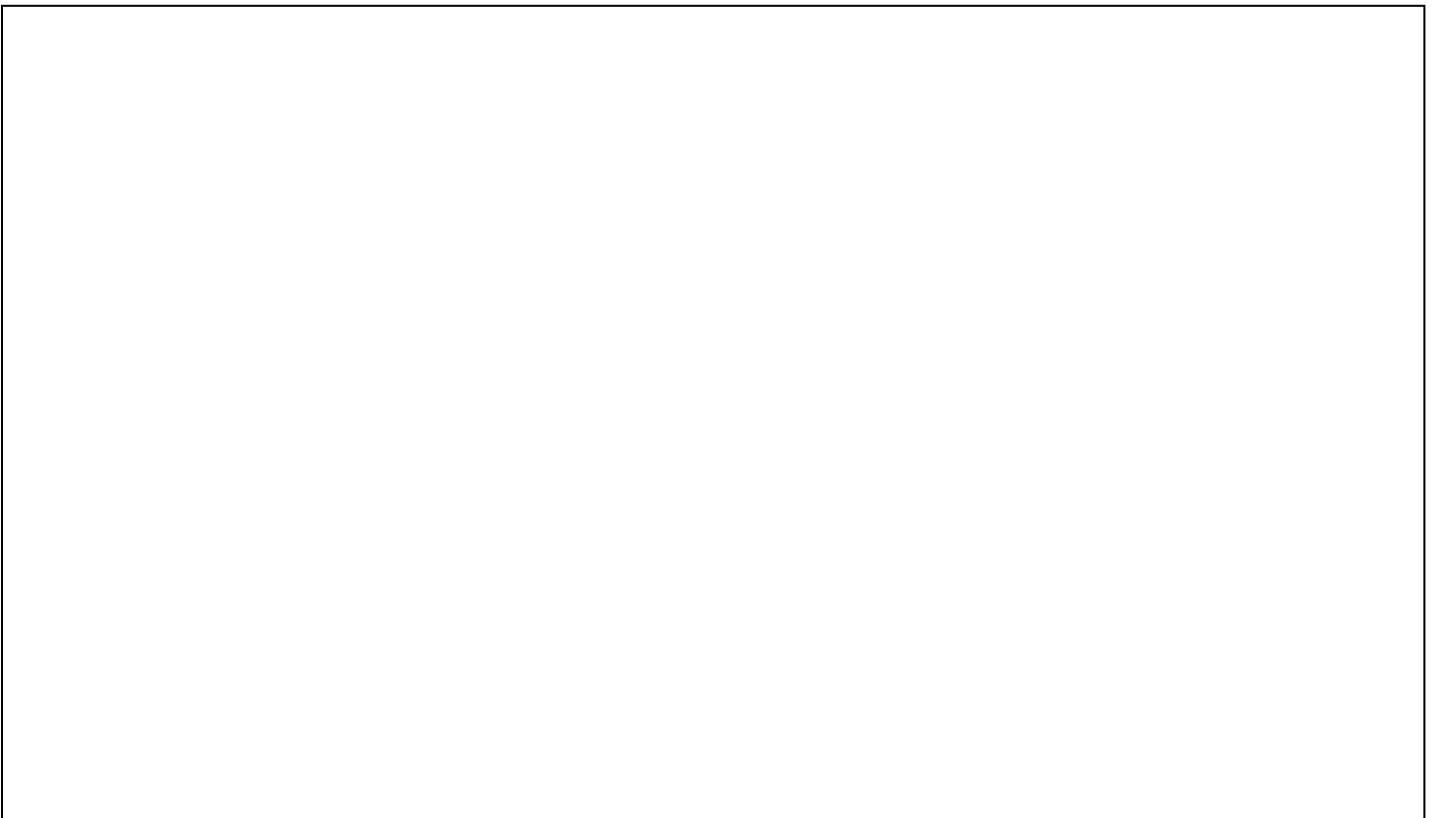
LIMITATIONS: Describe any potential limitations or conflicts your company may have in complying with the regulations and requirements governing these funds.



EMERGENCY PLAN: Describe your emergency plan for continued service delivery in the event of staff call-offs or a weather or other calamity or emergency.

A large, empty rectangular box with a black border, intended for the user to describe their emergency plan for continued service delivery.

CONSUMER DIRECTION: Describe how consumer direction will be provided for all services that your agency is applying for.

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SUBCONTRACTS: Describe any potential sub-contracts for the delivery of services; this includes other persons not directly under your supervisory control, such as private attorneys, delivery services, food preparers or caterers, other agencies or businesses. **(Note that sub-contracts require special approval from AAA9 and ODA. Attach examples of any proposed sub-contracting legal agreements. Insert "None" if appropriate. List separately and by service)**

Other comments (optional)



Section C

(Applicants must submit both Section B and C for Home Delivered Meals and Congregate Meals)

Nutrition Providers

Applicants must submit both Section B and C for Home Delivered Meals and Congregate Meals

Applicant Organization Name:

Service Category:

County(ies):

When an AAA procures for congregate dining project(s) or home-delivered meals project(s), the AAA shall comply with rules 173-4-01 through 173-4-11 of the Administrative Code and also require the project(s) to include person direction (<https://codes.ohio.gov/ohio-administrative-code/chapter-173-4>).

"Person direction" means a subset of person-centered methodology. While person-centered methodology requires providers to work with consumers to determine what is best for the consumers, person direction allows consumers to decide what is best for themselves from a range of viable options. Person direction over congregate and home-delivered meals allows consumers to control the direction of their meals.

*Giving consumers options between dining formats, locations, and times; allowing consumers to enjoy multi-generational dining; giving consumers options between entrées at each mealtime; and giving consumers options between one entrée and the sides that accompany it and at least one other entrée and the sides that accompany it (even if consumers exchange entrées or sides between two or more complete meal options) are examples of possible ways to offer person direction to consumers through congregate nutrition projects.

*Giving consumers options between delivery formats (e.g., warm, frozen, chilled), options between delivery times (e.g., morning, afternoon), and options between delivery frequencies (e.g., per-meal delivery, periodic delivery); options between entrées at each mealtime; and options between one entrée and the sides that accompany it and at least one other entrée and the sides that accompany it (even if consumers exchange entrées or sides between two or more complete meal options) are examples of possible ways to offer person direction to consumers through home-delivered meals program.

Nutrition Services Checklist

- Copy of the last Food Service Operation Inspection Report
- Copy of any Critical findings and proof of corrected finding
- Current Food Service License
- Department of Ag Wholesale or Retail license (if applicable)
- USDA inspections (if applicable)
- If you do not intend to use menus provided to your agency by the AAA9, submit a propose cycle of menus. Provide menus for Therapeutic and modified meals and alternative meals as appropriate.
- Provide credentials of RD/LD if you do not use the RD service provided by the AAA9.
- Provide credentials for the individual who will be performing nutrition education
- 173-4-07 Nutrition Education service <https://codes.ohio.gov/ohio-administrative-code/rule-173-4-08> If not using the Nutrition Education provided by AAA9, provide a list of Topics, presenter and materials to be used.

- ☑ Nutrition Health Screening forms: <https://codes.ohio.gov/ohio-administrative-code/rule-173-4-09> ***Providers are encouraged to use health screening forms provided by AAA9.***
- ☑ Most recent end route temperatures for each route for HDM
- ☑ Congregate temperature monitoring policy and one week of temperatures for each site
- ☑ List of Congregate sites with address, site manager, and hours of service.
- ☑ Overview of most recent Satisfaction survey for each service (i.e.) HDM and Congregate.
- ☑ Applicants must submit both Section B and C for Home Delivered Meals and Congregate Meals

Related rules:

<https://codes.ohio.gov/ohio-administrative-code/chapter-173-4> Nutrition Programs and Nutrition-Related Services

<http://codes.ohio.gov/oac/3717-1> Ohio Uniform Food Safety Code



Section D

***(Title III D Disease Prevention and Health Promotion Services
Applicants must submit both Section B and D for Evidenced Based Disease
Prevention funding (Title III D))***

Applicant Organization Name:

Service Category:

County(ies):

Background Ohio receives OAA funds under Title III-D to support disease prevention and health promotion programs to improve the health and well-being and reduce disease and injury among older adults. OAA Title III-D funds are to be used to support programs that meet the [Administration of Community Living's](#) (ACL) definition of evidence-based programs.

Programs that meet the ACL definition of evidence-based can be identified using the National Council on Aging (NCOA) [Search for Evidence-Based Programs](#) webpage. Evidence-based programs that are approved for funding through OAA Title III-D will be identified on the webpage. The programs included have been approved through the [Evidence-Based Program Review Process](#) and are updated periodically.

Criteria 1

- Demonstrated through evaluation to be effective for improving the health and well-being or reducing disease, disability and/or injury amount older adults.

Criteria 2

- Proven effective with older adult population, using experimental or quasi-experimental design. Experimental designs use random assignment and a control group. Quasi-experimental designs do not use random assignment.

Criteria 3

- Published research results in a peer-reviewed journal.

Criteria 4

- Fully translated in one or more community site(s). "Fully translated" means that the evidence-based program has been carried out at the community level at least once before.

Criteria 5

- Developed dissemination products that are available to the public.

Evidence-Based Checklist:

- Applicants must provide a list of Evidenced Based program(s) for which it is requesting funding
- Provide names of staff or volunteers who will be providing training for this program
- Attach certification(s) of staff or volunteers who will be providing this service
- Applicants must submit both Section B and D for Evidenced Based Disease Prevention funding (Title III D)

For Eligible programs:

<https://www.ncoa.org/evidence-based-programs>



Section E

(Care Coordination Application)

Applicant Organization Name:	
Service Category:	
County(ies):	

CARE COORDINATION APPLICATION ADDENDUM

The Area Agency on Aging Region 9, Inc. is currently soliciting bids from applicants who are requesting to contract for Care Coordination funding through the AAA9 Case Managed and voucher program(s).

The service area for this program includes Belmont, Carroll, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Muskingum, and Tuscarawas counties.

Funding source(s) for this program includes Older Americans Act Title III E- Family Caregiver, Alzheimer’s Respite, and Senior Community State Block Grant funding.

Please be advised that the AAA9 Board of Trustees has authorized the AAA9 to limit the number of providers to five (5) for each county. Therefore, providers who currently have consumers may have them transferred at the end of the 2023 contract period if the provider is not selected to contract for 2024. *Consumers will be given choice from list of providers who have been selected for upcoming year. The AAA9 reserves the right to exceed five providers per county for hard to serve areas.*

It is not necessary to submit separate proposals for separate services or counties. Applicant will submit one proposal for all the services and AAA9 counties in which they intend to provide the designated service(s) in the Care Coordination program.

Funding amounts will be made available using the AAA9 approved funding formula and are subject to change. Funding is case managed and monitored by AAA9 through service orders to provider agencies. Our referrals will be based upon consumer choice and lowest cost provider agencies.

Your role as the provider is as follows:

- You will be contacted directly by AAA9 staff to arrange the set-up of services.
- It will be up to your company to “open” consumer or do “in-take” as related to your individual agencies policies.
- It is the provider responsibility to adhere to required OAA service requirements.
- You will be responsible to provide a service start date.
- You will be responsible to stay within the designated service allotment.

All funding is contingent based on availability of funds. The AAA9 reserves the right to limit enrollment and/or adjust county funding levels based on under spending and programmatic limitations.

Application is due to AAA9 by 5:00pm Friday, June 5, 2026.

SERVICE DELIVERY

Please see the Ohio Administrative rules, policies, and procedures located in the “Compliance” section of the instructions. Providers are expected to comply with all applicable regulations.

Providers have the option of serving an entire county or a portion thereof depending on the provider’s capacity.

List of Care Coordination Fundable Services & Service Units

SERVICE	SERVICE UNIT
Personal Care Service	15 Minutes
Homemaker	15 Minutes
Adult Day Service- Basic (4 hours or less)	½ unit
Adult Day Service- Basic (4 hours to 8 hours)	1 unit
Adult Day Service- Enhanced (4 hours or less)	½ unit
Adult Day Service- Enhanced (4 hours to 8 hours)	1 unit
Adult Day Service- Intensive (4 hours or less)	½ unit
Adult Day Service- Intensive (4 hours to 8 hours)	1 unit
Adult Day Transportation (Available thorough ADS only)	1 Trip/Per Bid
Home Delivered Meals	1 Meal
Housing/Home Modification/Accessibility	Per Bid

Applicant should complete the shaded areas.

PROVIDER DEMOGRAPHIC INFO – Care Coordination

AGENCY NAME		EIN:	
----------------	--	------	--

Number of years your agency/company has been providing the service(s) for which you're applying to participate as a service provider?

County to be served (select all that apply)

<input type="checkbox"/> Belmont	<input type="checkbox"/> Carroll	<input type="checkbox"/> Coshocton	<input type="checkbox"/> Guemsey
<input type="checkbox"/> Harrison	<input type="checkbox"/> Holmes	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Muskingum
<input type="checkbox"/> Tuscarawas			

List any other contracts/revenue available to support this program not already listed on the provider demographics page

Revenue Source	% of total agency revenue

PROPOSED SERVICES

INSTRUCTIONS: The unit rate must incorporate all components of service administration and provision as there is no capacity for supplemental billing. The unit rate per service should be the same for each intended county & should realistically reflect the costs to deliver the service. There is no expectation that the rate match the rate in other cost-controlled programs unless it accurately reflects the costs of doing business.

Housing/Home Modification/ Accessibility and Transportation should enter a unit rate of \$1.00. This indicates that this is a bid service due to the wide variation in cost for each unit of service provided. AAA9 will pay the rate negotiated and approved by the Care Manager at the time of the service referral.

On the line of the service, you intend to provide, insert your proposed unit rate into the column of the county where you will deliver the service. For example, if your agency intends to provide Homemaker Service in Carroll County, you will enter your proposed rate into the box on the Homemaker line and in the Carroll County column. Likewise, if you intend to serve both Carroll and Holmes Counties, you insert that rate into the columns for each of those counties on that same line.

Care Coordination 2027-2028
PROPOSED SERVICES GRID

**PROVIDER
NAME:**

SERVICE	SERVICE UNIT	Unit Rate (\$00.00)								
		Belmont	Carroll	Coshocton	Guernsey	Harrison	Holmes	Jefferson	Muskingum	Tuscarawas
Personal Care Service	15 Minutes									
Homemaker	15 Minutes									
Adult Day Service- Basic (4 hours or less)	½ unit									
Adult Day Service- Basic (4 hours to 8 hours)	1 unit									
Adult Day Service- Enhanced (4 hours or less)	½ unit									
Adult Day Service- Enhanced (4 hours to 8 hours)	1 unit									
Adult Day Service- Intensive (4 hours or less)	½ unit									
Adult Day Service- Intensive (4 hours to 8 hours)	1 unit									
Adult Day Transportation (Available thorough ADS only)	1 Trip/Per Bid									
Home Delivered Meals	1 Meal									
Housing/Home Mod/Access	Per Bid									

Note: * A unit rate of \$1.00 indicates a per-bid or per-item service. The rate will be paid at the price quoted by the provider and accepted by the PAA Care Manager.

Name of Person Completing This Form

Date

Care Coordination Checklist:

- One APPLICATION DEMOGRAPHICS (Section A1-A22)
- Service Narrative information (Section B3-B7) **Budget Narrative section does not need to be included.*
- Bid Rate page completed (E-5)
- One copy of **current** Ohio Workers Compensation certificate;
- One copy of **current** Liability Insurance certificate; and evidence of at least one million dollars of commercial liability insurance coverage and
- Insurance coverage for consumer loss due to theft or property damage.
- Written procedure describing the step-by-step instructions a consumer may follow to file a claim.
- One copy of a Secretary of State registration listed as a Non-Profit Organization, Association, trust, a co-operative, a for-profit business, Limited Liability Company, Limited Partnership, or partnership having limited liability.
- Current organizational chart.
- Governing Board or Advisory Council listing.
- Any proposed subcontracts.

Application scoring review criteria

(The four primary considerations for selecting providers for 2027-2028 will be:)

1. Complete, accurate & timely submittal of the application.
2. AAA9 priority service categories 1) personal care assistance, 2) homemaking, and 3) adult day care services
3. Indicators of quality, contract compliance and capacity, such as past performance and Budget Narrative responses.
4. Unit rate for a service.



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

2027-2028

AAA9 REQUESTS FOR PROPOSALS

Title III & State Block Grant

Instructions

May 2026

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. View the Assurances section #1 on page A-11 for a listing of the AAA9 reserved rights and privileges.

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.

Application process:

All interested applicants will be able to obtain these materials from the AAA9 website at www.aaa9.org 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.

Applications will need to be submitted via email to providerrelations@aaa9.org. Electronic submission is due to AAA9 by 5:00pm on Friday, June 5, 2026.

Contact information

Jud Love, Executive Director

jlove@aaa9.org

(740) 995-8028

Ciara Harding, Director of Access and Innovation

charding@aaa9.org

(740) 421-9411

Tentative AAA9 Provider Selection Timetable:

May 1, 2026	Public Notices & email notices, Mailings if requested.
June 5, 2026	Applications due at AAA9 by 5:00pm; early submission encouraged.
June 6-July 8, 2026	Proposal Review by AAA9, Regional Advisory Council & Board of Trustee Committee
July 9, 2026	Presentation to full Regional Advisory Council for recommendations
August 27, 2026	Final presentation for vote by the full Board of Trustees
August 28-September 4, 2026	Final negotiations, issue notices of intent to contract or deny (email, phone, fax or mail)
September 14, 2026	End of latest appeal period (10 working days from issuance of notice)
November 1, 2026	Tentative date for preparation & issuance of contracts for 2027
January 1, 2027	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 on January 1, 2027, through December 31, 2028. 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 a valid signature of the authorized party 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.

Rule Requirements:

The Ohio Department of Aging (ODA) Administrative Rules are posted on <https://codes.ohio.gov/ohio-administrative-code/173>. For more information on the Older Americans act visit: <https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>

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.

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 offer supplemental awards during a contract period for procurement of equipment.

Application review criteria:

The seven primary considerations for selecting Providers for 2027-2028 will be:

- (1) **Complete, accurate & timely submission** of the application.
- (2) **Projected number of units:** 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.
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);
- (3) **Countywide service to meet needs:** indicators of quality, contract compliance and capacity, such as past performance. Higher scores will be given for more heavily weighted opportunities for consumer choice.
- (4) **Coordination of services:** coordination with local coordinated transportation providers, legal aide providers for legal services, or subcontracting.
- (5) **OAA targeting and service expectations:** clientele to be served (higher percentages of age 75+, female, minority and low-income will increase the score).
- (6) **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 (7) legal services.

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. For new meal providers, additional information and an on-site visit will be required to ensure compliance with Uniform Food Safety Code and requirements for OAC meal service requirements.

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.

The 2027-2029 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 and 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 Ohio Department of 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.

Title III priority services for 2027-2028 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, (7) legal 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 ***carefully*** consider their realistic ability to achieve the goals set for performance and costs. 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.

Title III & State Block Grant Implications for the Entire Contract Agreement Period:

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 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://codes.ohio.gov/assets/laws/administrative-code/authenticated/173/0/3/173-3-07_20200508.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; transportation service; chore service; an emergency response system; home maintenance, repair, or modification services; homemaker service; 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;

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 2027-2028 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 three-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. **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.**

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% (1/12th) 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 and Third Year:

AAA9 Title III and State funds performance-based contract Agreements are issued with the intention of a three-year cycle, with Providers eligible – but not assured - for a second and third 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 and third 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.

Unit rates, unit production and client characteristics may be negotiated for the second and third 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

https://codes.ohio.gov/assets/laws/administrative-code/authenticated/173/0/3/173-3-09_20160801.pdf

With Respect to Transportation Coordination Projects:

AAA9 wishes to be supportive of the ODoT-sponsored transportation coordination projects. For the 2027-2028 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:

1. 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 2027-2028 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 A, pages A-1 to A-22. Prepare **one "Application & Assurances" set for the organization**. 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-2), and one Budget Narrative (page B-2) **for each service** category. If applying for **multiple counties**, provide one set **for each county**.

3. Prepare good-quality readable copies of all requested attachments.

4. Submit One completed application with all required signatures to be **received** at the AAA9 office no later than **5:00 p.m., Friday, June 5, 2026**.

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

Also attached is the "**Appendix**". This section contains current AAA9 'community focal points' and demographic information necessary for completing the applications.

DETAILED APPLICATION REVIEW AND CRITERIA

Completed applications are due at the AAA9 office, 710 Wheeling Avenue, Cambridge, OH 43725 **by 5:00 p.m., Friday, June 5, 2026**; earlier submittal is encouraged. The review process is expected to be completed in late September and contracts issued in December 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 WellSky reporting systems, the Ohio Data Users Center, the U.S. Census, and various AAA9 internal data (ie, prior years, other programs) & other publicly available information related to social service delivery.

COMPETING BIDS:

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 ((WellSky, 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 2025 actual to 2027 planned if you propose to serve less units or less clients than you actually reported for 2025, 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:

Person Direction:

https://codes.ohio.gov/assets/laws/administrative-code/authenticated/173/0/4/173-4-04_20201231.pdf

Older Americans Act nutrition program: procuring for person direction.

APPLICATION INSTRUCTIONS

APPLICATION & ASSURANCES

AAA9 Title III & State Block Grant Application for 2027-2028 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.

Certifications:

Assurances of Compliance with Section 504 of the Rehabilitation 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 by authorized signatory.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

STANDARD AFFIRMATION AND DISCLOSURE FORM FOR GRANTS EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

1. Complete principal location of primary applicant and any sub-contractors for this application.
2. Complete primary location where services will be performed (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.

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. Name of Agency or organization and signature of authorized signatory

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.

Do NOT include PASSPORT or AAA9 Care Coordination clients, units or dollars in these Budget Summary calculations. 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 total 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 meal, 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 for each county 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 2025 WellSky 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 2027 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 minimum 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. Matching funds may only be non-federal 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 must be from non-federal sources. 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 not 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*: - **Nutrition programs only**

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 2025 WellSky 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 2027 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 2025 WellSky 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 2027 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 2025 Census. If reliable information from the 2026 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 must be the same or higher than the ‘County/zone’ percentage. 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-2 asks for a detailed list of sources for matching funds (which must be from non-federal sources);

Page B-3 ask for narrative responses to several questions, most required by ODA or the OAA; please answer all the questions. 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-3.

Page A-3 thru A-22: 2027-2029 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-10. Other contractual requirements will be included in the actual contract for services.

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 -

Final Checklist

A	Each completed Application packets must contain:
	One APPLICATION & ASSURANCES set, pages A-1 to A-10, with signatures.
	One " Budget Summary ", one " Budget Narrative " and requested attachments <u>for each service</u> ;
	One copy of <u>current</u> Ohio Workers Compensation certificate;
	One copy of <u>current</u> Liability Insurance certificate; and evidence of at least one million dollars of commercial liability insurance coverage.
	Insurance coverage for consumer loss due to theft or property damage.
	Written procedure describing the step-by-step instructions a consumer may follow to file a claim
	One copy that it is currently registered with the Secretary of State as a Non-Profit Organization, Association, or trust, a co-operative, or a for-profit business, Limited Liability Company, Limited Partnership, or partnership having limited liability
	Organizational Chart
	Governing Board or Advisory Council
	Any proposed subcontracts
	To be included with narratives
	Nutrition Exhibits (See Checklist C-2)
	Staff Certifications (Evidenced Based programs)

Name & title of official authorized to commit to contractual & performance obligations:

Name:		Title:	
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Name & title of official authorized to receive general communications & correspondence:

Name:		Title:	
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Persons to receive inquires, communications, & correspondence by service category:

Name:		Service		Telephone #	

ASSISTANCE & DEADLINE INFORMATION

* * * * *

All applications are due by 5:00 p.m., Friday, June 5, 2026. Attn: Ciara Harding, Director of Access and Innovation, 710 Wheeling Avenue, Cambridge, OH 43725, (740) 421-9411.

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FOR ASSISTANCE IN PREPARING YOUR APPLICATIONS, CONTACT:

Ciara Harding, Director of Access and Innovation

AAA9, 710 Wheeling Avenue, Cambridge, OH 43725

(740) 421-9411

(740) 439-3592 fax

providerrelations@aaa9.org

* * * * *

APPENDIX

Demographics

Community Focal Points

Allocations by County & Fund

AAA9 Community Focal Points

Belmont County

Senior Services of Belmont County
67650 Oakview Drive
St. Clairsville, Ohio 43950
Phone: 740-695-4142

Carroll County

Carroll County Council on Aging
100 Kensington Road, NE
Carrollton, Ohio 44615
Phone: 330-627-7017

Coshocton County

Kno Ho Co Ashland, CAC
(Senior Center)
201 Brown's Lane,
Coshocton, Ohio 43812
Phone: 740-622-4852

Guernsey County

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

Harrison County

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

As of 4/30/2026

Holmes County

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

Jefferson County

Prime Time Office on Aging
300 Lover's Lane
Steubenville, Ohio 43952
Phone: 740-314-5197

Muskingum County

Muskingum County Center for Seniors
160 North 4th Street
Zanesville, Ohio 43701
Phone: 740-454-9761

Tuscarawas County

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

TENTATIVE AAA9 2026 ALLOCATIONS BY COUNTY, SERVICES AND FUND

(projected only; subject Board approval and to availability of funds, including federal & State allocations and 2025 audited carryover)

County	Funding Source	Amount
Belmont	Title III B Supportive Services	\$ 75,960
	Title III C1 Congregate	\$ 59,310
	Title III C2 Home Delivered Meals	\$ 101,871
	Title III D Evidenced Based	\$ 5,238
	Senior Community Services	\$ 34,942

County	Funding Source	Amount
Carroll	Title III B Supportive Services	\$ 50,435
	Title III C1 Congregate Meals	\$ 39,380
	Title III C2 Home Delivered Meals	\$ 67,639
	Title III D Evidenced Based	\$ 3,479
	Senior Community Services	\$ 23,201
Carroll	Legal	\$4,550

County	Funding Source	Amount
Coshocton	Title III B Supportive Services	\$ 56,292
	Title III C1 Congregate Meals	\$ 43,952
	Title III C2 Home Delivered Meals	\$ 75,493
	Title III D Evidenced Based	\$ 3,882
	Title III E Powerful Tools for Caregivers	\$466
	Senior Community Services	\$ 25,894

County	Funding Source	Amount
Guernsey	Title III B Supportive Services	\$57,102
	Title III C1 Congregate Meals	\$ 44,585
	Title III C2 Home Delivered Meals	\$ 76,580
	Title III D Evidenced Based	\$ 3,938
	Title III E Powerful Tools for Caregivers	\$472
	Senior Community Services	\$ 26,267
Guernsey	Legal	\$5,151

County	Funding Source	Amount
Harrison	Title III B Supportive Services	\$ 44,504
	Title III C1 Congregate Meals	\$ 34,748

	Title III C2 Home Delivered Meals	\$ 59,683
	Title III D Evidenced Based	\$ 3,069
	Senior Community Services	\$ 20,472

County	Funding Source	Amount
Holmes	Title III B Supportive Services	\$51,111
	Title III C1 Congregate Meals	\$ 39,908
	Title III C2 Home Delivered Meals	\$ 68,546
	Title III D Evidenced Based (County Health District)	\$ 3,525
	Senior Community Services	\$ 23,512

County	Funding Source	Amount
Jefferson	Title III B Supportive Services	\$ 82,569
	Title III C1 Congregate Meals	\$ 64,470
	Title III C2 Home Delivered Meals	\$ 110,734
	Title III D Evidenced Based (YMCA)	\$ 5,693
	Senior Community Services	\$37,983

County	Funding Source	Amount
Muskingum	Title III B Supportive Services	\$85,515
	Title III C1 Congregate Meals	\$ 66,770
	Title III C2 Home Delivered Meals	\$ 114,682
	Title III D Evidenced Based	\$ 5,897
	Senior Community Services	\$ 39,337

County	Funding Source	Amount
Tuscarawas	Title III B Supportive Services	\$ 88,437
	Title III C1 Congregate Meals	\$ 69,051
	Title III C2 Home Delivered Meals	\$ 118,601
	Title III D Evidenced Based	\$ 6,096
	Senior Community Services	\$ 40,682

County	Funding Source Title III B Legal	Amount
Belmont	Legal	\$6,852
Coshocton	Legal	\$5,079
Harrison	Legal	\$4,014
Holmes	Legal	\$4,612
Jefferson	Legal	\$7,449
Muskingum	Legal	\$7,716

Tuscarawas	Legal	\$7,979
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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.