

AGREEMENT
Contract #07670-CoIMO23

This Agreement, entered into as of this First day of July, 2022, is by and between the City of Independence, MO (hereinafter referred to as Contractor) and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, **WITNESSETH THAT:**

WHEREAS, MARC wishes to make available certain services to elderly residents within a service area hereafter described, and

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described, and

WHEREAS, the Contractor desires to assist MARC in this endeavor.

NOW THEREFORE, the parties hereto do agree as follows:

1. SCOPE OF SERVICES

Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Community Center Services, which includes the following components:

- (a) Community Center Services Administration
- (b) Site Transportation-Persons
- (c) Evidence-Based Disease Prevention/Health Promotion Programs
- (d) Home Delivered Meals Reassessments
- (e) Launch and Participation in Enhanced Frozen Meals Delivery System

The first three components are defined in Part III of the MARC/Commission on Aging Policies and Procedures Manual, (hereinafter referred to as the Manual), including all revisions to the Manual, as it may be revised from time to time following the execution of this Agreement. The above-mentioned Part III's of the Manual are incorporated by reference hereto as if fully written out herein. Contractor agrees to abide by all applicable provisions of the Manual. Contractor agrees to abide by all applicable provisions of the Manual. Parts I and II of the Manual are located at the following web address:

https://www.marc.org/sites/default/files/2022-05/Aging_Adult_Services_Policy_and_Procedure_Manual.pdf

The fourth item, (d), is described in Exhibit D, Assessments/Reassessments Scope of Services, which is attached and incorporated herein. Contractor agrees to abide by all applicable provisions of the Manual.

The fifth item, (e), is described and defined in the Enhanced Frozen Meals System Operations Manual, hereby known as the Operations Manual, dated July 1, 2022. Contractor agrees to abide by

all applicable provisions of the Manual and the Operational Manual. All services shall be carried out at Palmer Center, 218A N. Pleasant Street, Independence, Missouri, 64050.

2. TIME OF PERFORMANCE

- A. Term - Contractor shall begin performing the Services as of July 1, 2022 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2023.
- B. Extension of Term - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.

3. COMPENSATION

- A. Maximum Obligation – Contractor, as a federal subrecipient, and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:
- **Senior Center Administration -** **Not to exceed \$33,000**
Funded with Title IIIC1 and IIIC2; CFDA #93.045
 - **Transportation Service for Participants to and from the Center -** **Not to exceed \$20,000**
\$6.25/one-way trip
Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667
 - **Home Delivered Meals Reassessments -** **Not to exceed \$6,000**
\$50/reassessment
Funded, in part, with Title IIIC2; CFDA #93.045
 - **Participation in Enhanced Frozen Meals Delivery System -** **Not to exceed \$25,000**
Funded, in part, with Title IIIC2; CFDA #93.045
 - **Frozen Home Delivered Meal Delivery -** **Not to exceed \$35,000***
\$1.65/frozen meal
Funded, in part, with Title IIIC2, CFDA #93.045 & Social Services Block Grant, CFDA #93.667
- * Where applicable, reimbursement for picking up bulk orders of meals from the re-pack facility before completing last mile delivery will be a minimum of \$175/month, plus \$150 for each additional delivery over one (1) delivery, up to a maximum of \$625/month, for each month in which bulk frozen meals are picked up.
- **Evidence-based Disease Prevention/Health Promotion (DPHP) programs –**
 - **Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052** **Not to exceed \$10,000***

*These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services, and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:
Evidence-based PHP program facilitation at \$50-100/completer
Evidence-based PHP program training at \$500/Leader Training

Total Contractual Commitment:

Not to exceed \$129,000

Contractor is responsible for a minimum of 25% of the total cost of this program, in the form of in-kind contributions.

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. Method and Time of Payment - Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC, no later than the fifth working day following the end of each month. MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between MARC and Contractor, and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

5. TERMINATION OF AGREEMENT FOR CAUSE

If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to a notice of five days, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five-day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 6. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this

Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

6. LIQUIDATED DAMAGES

In the event that Contractor or Subcontractor approved by MARC fails to perform as agreed in any respect, Contractor or Subcontractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

7. TERMINATION FOR CONVENIENCE OF MARC

- A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Contractor advance written notice of such termination.
- B. In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

8. PROJECT MANAGER

It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

9. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (work products) prepared under this Agreement shall vest in MARC upon payment to the Contractor for all Services rendered herein through the date of the

expiration or termination of this Agreement. Contractor hereby assigns to MARC all rights, titles, and interest in any work products, including any copyrights or other intellectual property therein.

10. ASSIGNMENT

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

11. INDEPENDENT CONTRACTOR

Contractor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Contractor's activities under the terms of this Agreement.

12. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

13. CONFLICTS OF INTEREST

- A. Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.
- B. The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

14. INSURANCE

- A. The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies. The Contractor shall, upon request at any time, provide MARC with certificates of insurance.
- B. The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.
- C. The Contractor's insurance coverages shall be for not less than the following limits of liability:
 - (i) Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence.
 - (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
 - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
 - (iv) Fidelity Bonding Coverage: At least Fifty Thousand Dollars (\$50,000.00) for all employees, volunteers, or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
 - (v) All appropriate policies shall name MARC as an additional insured.
- D. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- E. As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

15. MONITORING, AUDITING AND REPORTING

Each contractor is required to submit to audit by MARC, by the state of Missouri or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Each contractor shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with such reporting procedures as may be established by MARC. Each contractor shall ensure that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that a contractor has been reimbursed inappropriately, the contractor shall immediately reimburse MARC the amount of ineligible funds.

- A. It is understood and agreed that the report procedures established by MARC will include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.
- B. The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

16. GRIEVANCE POLICY

At the time a client has been approved and assigned, a written complaint procedure should be provided to the client by the Contractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.

17. CONTRIBUTIONS AND PROJECT INCOME

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients to offset the cost of the service delivered. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report. Refer to Part II, Section 1 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time to time following the execution of this Agreement, for details.

18. FEDERAL AND STATE TERMS AND CONDITIONS

- A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.
- B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for

employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”
- D. On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, was enacted. The Department of Health and Human Services developed privacy regulations governing individually identifiable health information, which were published in final form August 14, 2002. These regulations, known as The Privacy Rule, as well as all Administrative Simplification rules, apply to the “covered entities”, meaning health plans, health care clearinghouses, and to any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA. All MARC subrecipients/contractors providing Evidence-based Disease Prevention/Health Promotion services, under Title IIID, are considered to be “business associates” of MARC and are therefore required to comply with these adopted standards under HIPAA. Consequently, **Exhibit C** (Business Associate Provisions) is attached and incorporated into this Agreement.

19. INDEMNIFICATION

Contractor expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Contractor, (ii) the Services provided under this Agreement by Contractor or arising from any act or omission of Contractor or of any employee or agent of Contractor; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by Contractor.

20. CONFIDENTIALITY

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy District documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are "public records."

21. DEFAULT

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

22. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing

the interpretation of this Agreement, then federal common law shall govern.

23. NOTICES

Any action by MARC under this Agreement may be taken by David Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to Contractor. All compensation and written notices to Contractor shall be considered to be properly given if mailed, delivered in person, emailed or transmitted by facsimile machine to:

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, e-mailed or transmitted by facsimile machine to:

Tonya Boston
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659
E-mail Address: tboston@marc.org
FAX (816) 421-7758

24. ENTIRE AGREEMENT

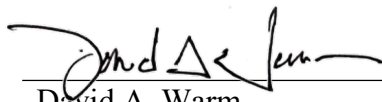
This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

**MID-AMERICA REGIONAL
COUNCIL**

CITY OF INDEPENDENCE, MO

By: _____


David A. Warm
Executive Director

By: _____

Date: 8/8/2022

Date: _____

EXHIBIT A

Federal Awarding Agency: Department of Health and Human Services – Administration for Community Living (ACL)

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; CFDA #93.044;	\$ 2,840
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers	
Federal Awards – 2201MOOASS	
Part III-C1: Congregate Meals; CFDA #93.045	\$33,000
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services	
Federal Awards – 2201MOOACM	
Part III-C2: Home Delivered Meals; CFDA #93.045	\$41,195
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services	
Federal Awards – 2201MOOHDM	
Part III-D: Preventive Health; CFDA #93.043	\$ 9,250
CFDA Title – Special Programs for the Aging Title III, Part D, Disease Prevention and Health Promotion Services	
Federal Awards – 2201MOOAPH	
Part III-E: National Family Caregiver Support Program; CFDA #93.052	\$ 750
CFDA Title: National Family Caregiver Support Title III, Part E	
Federal Awards – 2201MOOAFB	

Other HHS-Funded Programs:

Federal Agency Name: Department of Health and Human Services/ Administration for Children and Families (ACF)

Federal Award Name: Social Services Block Grant

Social Services Block Grant: CFDA #93.667	\$ 6,839
CFDA Title – Social Services Block Grant	

Total Amount of Federal Awards Obligated by this Action: tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$93,874

Exhibit B

Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be

appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3. AFFIRMATIVE ACTION IN EMPLOYMENT: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)): During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in

every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5. PROHIBITION AGAINST SUBSTANCE ABUSE: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6. LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7. COPELAND "ANTI-KICKBACK" ACT: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8. DAVIS-BACON ACT: All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C.

9. CONTRACT WORK HOURS AND SAFETY

STANDARDS ACT: All construction endeavors of the AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10. CLEAN AIR ACT/CLEAN WATER ACT/EPA

REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (40 CFR Part 15).

11. WINDSOR V. UNITED STATES: Contractor will comply with the requirement to provide services to married same-sex couples.

12. EMPLOYEE WHISTLEBLOWER PROTECTIONS:

Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13. TARGET POPULATION: (OAA Section 306

(a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14. BOSTOCK v CLAYTON COUNTY: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT C
BUSINESS ASSOCIATE PROVISIONS

- I. MARC and Contractor are both subject to and must comply with provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. Contractor constitutes a “Business Associate” of MARC. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
- A. Contractor agrees that for purposes of the Business Associate provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
1. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304 and 164.501 and HIPAA.
 2. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 3. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement shall mean the contractor.
 4. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean MARC.
 5. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 6. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final rule at 45 CFR Parts 160 and 164.
 7. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 8. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 9. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and Part 164, Subparts A and E.
 10. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (1) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (MARC) in its role as employer.

11. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
12. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
13. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the Division of Aging and Disability Services.

- B. Contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- C. Contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of MARC. To provide reasonable assurance of appropriate safeguards, Contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.
- D. MARC and Contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

II. Permitted Uses and Disclosures of Protected Health Information by Contractor:

- A. Contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by MARC, except for the specific uses and disclosures in the contract.
- B. Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, MARC as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- C. Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify MARC by no later than ten (10) calendar days after Contractor becomes aware of the disclosure of the Protected Health Information.

- D. If required to properly perform the contract and subject to the terms of the contract, Contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of Contractor's business.
- E. If the disclosure is required by law, Contractor may disclose Protected Health information to carry out the legal responsibilities of Contractor.
- F. If applicable, Contractor may use Protected Health Information to provide Data Aggregation services to MARC as permitted by 45 CFR 164.504(e)(2)(i)(B).
- G. Contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from MARC to do so.
- H. Contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with MARC's minimum necessary policies and procedures.

III. Obligations and Activities of Contractor:

- A. Contractor shall not use or disclose Protected Health information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- B. Contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - 2. Policies and procedures implemented by Contractor to prevent inappropriate uses and disclosures of Protected Health information by its workforce and subcontractors, if applicable;
 - 3. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - 4. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - 5. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- C. With respect to Electronic Protected Health Information, Contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Contractor creates, receives, maintains or transmits on behalf of MARC and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information

on behalf of Contractor agrees to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information.

- E. By no later than ten (10) calendar days after receipt of a written request from MARC, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by MARC, Contractor shall make Contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by Contractor on behalf of MARC available to MARC and/or to the Division of Senior and Disability Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- F. Contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for MARC to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from MARC, or as otherwise required State or Federal law or regulation, or by another time as may be agreed upon in writing by MARC, Contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to MARC. If requested by MARC or the individual, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to MARC upon request.
- G. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, Contractor shall, within five (5) calendar days following a MARC request, or otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by MARC, provide MARC access to the Protected Health Information in an individual's designated record set. However, if requested by MARC, Contractor shall provide access to the Protected Health Information in a designated record set director to the individual for whom such information relates.
- H. At the direction of MARC, Contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- I. Contractor shall report to MARC's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with system operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after Contractor becomes aware of such incident, Contractor shall provide MARC's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- J. Contractor shall report to MARC's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) days after Contractor becomes aware of any such use or disclosure, Contractor shall provide MARC's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a

proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

- K. Contractor shall report to MARC's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after Contractor becomes aware of such incident, Contractor shall provide MARC's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- L. Contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1. The name, address, and telephone number of each individual whose information was involved if such information is maintained by Contractor;
 - 2. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- M. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, Contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- N. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- O. If Contractor becomes aware of a pattern of activity or practice of MARC's that constitutes a material breach contract regarding MARC's obligations under the Business Associate provisions of the contract, Contractor shall notify MARC's Security Office of the activity or practice and work with MARC to correct the breach of contract.
- P. Contractor shall indemnify MARC from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Contractor shall reimburse MARC for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including, but not limited to, HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon MARC under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with Contractor's negligent or wrongful actions or inactions or violations of this Agreement.

IV. Obligations of MARC:

- A. MARC shall notify Contractor of limitation(s) that may affect Contractor's use or disclosure of Protected Health Information, by providing Contractor with MARC's notice of privacy practices in accordance with 45 CFR 164.520.
- B. MARC shall notify Contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- C. MARC shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that MARC has agreed to in accordance with 45 CFR 164.522.
- D. MARC shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

V. Expiration/Termination/Cancellation – Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, Contractor shall, at the discretion of MARC, either return to MARC or destroy all Protected Health Information received by Contractor from MARC, or created or received by Contractor on behalf of MARC, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of Contractor.

- A. In the event MARC determines that returning or destroying the Protected Health Information is not feasible, Contractor shall extend the protections of the contract to the Protected Health Information for as long as Contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information unfeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, Contractor must notify MARC and obtain instructions from MARC for either the return or destruction of the Protected Health Information.

VI. Breach of Contract – In the event Contractor is in breach of contract with regard to the business associate provisions included herein, Contractor agrees that, in addition to the requirements of the contract related to cancellation of contract, if MARC determines that cancellation of the contract is not feasible, MARC may elect not to cancel the contract, but MARC shall report the breach of contract to the Division of Senior and Disability Services.

EXHIBIT D

Assessments/Reassessments Scope of Services

The Mid-America Regional Council Department of Aging and Adult Services works to improve the health and quality of life of older adults in the Kansas City Region. This department of MARC is also a designated Area Agency on Aging for Cass, Clay, Jackson, Platte, and Ray counties in Missouri.

For a variety of programs, consumers who interact with MARC require in-home and electronic assessment to evaluate needs, identify risk factors, and meet state and federal reporting requirements.

The Contractor will serve as an Assessor for MARC, assisting in administering surveys, measurement instruments, and other data collection methods. At times, scoring and interpretation of scientifically valid measurement instruments will be necessary. For some assessments, the development of a care plan and authorization of service units, according to MARC, state, and federal guidelines will be necessary. Flexibility in the Assessor role is emphasized so that the needs of MARC, the consumer, and Assessor can be met.

The Contractor will work closely with MARC and community-based organizations that focus on providing care and services to older adults and individuals with disabilities. The Contractor will support assessment from initial referral through data entry into electronic and online systems. The Consultant will report directly to MARC's Integrated Care Manager.

Key Responsibilities:

1. Complete and maintain training requirements of MARC and the state of Missouri.
2. Respond to requests by MARC to carry out pre-determined assessments for various programs and services.
3. Complete and file assessment and care management paperwork as requested by MARC.
4. Conduct the majority of assessments in the consumer's home.
5. Input gathered data into various computer and software systems. (Assessor must have access to a computer with internet capability.)
6. Provide timely reports on activities and document all interactions with consumers.

Qualifications

Contractors performing Medicaid Re-Assessments must meet state of Missouri requirements for the position of Adult Protective and Community Worker II" outlined at:

<https://oa.mo.gov/personnel/classification-specifications/5200#class-spec-compact3>

Background Check

Contractors are required to pass a background check initiated by MARC and may be subject to monthly Office of Inspector General and other checks to maintain compliance with State, Federal, and payer requirements.

Mandatory Reporting

The Contractor, and/or staff and volunteers shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation, or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or the household in likelihood of serious physical harm shall be immediately reported to the division's older adult abuse hotline (1-800- 392-0210).

Likelihood of serious physical harm definition (Chapter 7-Service Standards: 19 CSR 15-7.010(8), dated 5/31/2020): one (1) or more of the following: (A) A substantial risk that physical harm to an adult will occur because of failure or inability to provide for essential human needs as evidenced by acts or behavior which have caused harm or which give another person probable cause to believe that the adult will sustain harm; (B) A substantial risk that physical harm will be inflicted by an eligible adult upon him/herself, as evidenced by recent credible threats, acts or behavior which have caused harm or which places another person in reasonable fear that the eligible adult will sustain harm; (C) A substantial risk that physical harm will be inflicted by an eligible adult upon another as evidenced by recent acts or behavior which has caused harm or which gives another person probable cause to believe the eligible adult will sustain harm; or (D) A substantial risk that further physical harm will occur to an eligible adult who has suffered physical injury, neglect, sexual or emotional abuse or other maltreatment or wasting of his/her financial resources by another person

COMPENSATION:

The MARC Aging and Adult Services Assessor will be compensated based upon assignment to the following activities:

Assessment Activity:

	Rate
Older Americans Act (OAA) Assessment (e.g., home-delivered meals)	\$50/assessment
InterRAI Assessment	\$55/assessment
Medicaid Re-assessment	\$55/assessment
Integrated Care Assessment	\$55/assessment
Telephonic Assessment (e.g., OAA services)	\$30/assessment