

## Staying Connected Program Participation Agreement (Agreement)

### 1. Program Description.

- a. **General Program Description.** The **Staying Connected Program (the Program)** is a call check-in service and notification service provided by the Ohio Department of Aging for Ohio residents age 60 or older.

The Program will provide a daily call, during the same one-hour time period every day, to a qualified participant in the Program (Participant). These will be automated calls. If no one answers any of these calls, the Program will call an alternate contact person who has been selected by Participant (Alternate Contact Person).

If the Program is unable to contact a Participant or leave a message with Participant's Alternate Contact Person, the Program will notify Participant's local non-emergency service.

b. **Daily Call Check-in Service Process:**

1. The Program will place an automated call to each enrolled Participant seven (7) days a week within the same approximate one-hour time period. (The daily automated call will not be made if Participant has set a vacation or temporary suspension in accordance with Section 2(b)(vi) below.)
2. Participants will be able to choose one of the following call one-hour time periods: 7-8 a.m., 8-9 a.m., 9-10 a.m., 11-12 a.m., 12-1 p.m., 1-2 p.m., 2-3 p.m., 3-4 p.m., 4-5 p.m., 5-6 p.m.
3. If someone answers Participant's telephone and pushes any number button or replies with any text message (to signify they have received the message), the automated call will be deemed a successful contact. For unsuccessful attempts, the number will automatically be contacted again up to two (2) more times (for a potential of three (3) total automated contacts) within approximately a one-hour period. After three (3) unsuccessful attempts, the automated calls will be deemed an unsuccessful contact.
4. If Participant has selected an Alternate Contact Person, after an unsuccessful contact with Participant, the Program will initiate up to three (3) automated contacts to the Alternate Contact Person. If someone answers the Alternate Contact Person's telephone, if a voice mail message can be left, or if a text reply is received, the automated contact will be deemed a successful contact. If the Alternate Contact Person cannot be successfully reached after the automated attempts, the Program will place a live call to Participant. If the live call to Participant is unsuccessful, the Program will place a live call to the Alternate Contact Person.

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5. If Participant has not selected an Alternate Contact Person, following unsuccessful contact with Participant, the Program, will make up to two (2) additional live calls to Participant. If the Program makes contact, the live call will be deemed a successful contact.
6. If the live attempts of Sections 1(b)(4) or 1(b)(5) above, as applicable, fail (for the Participant, no live answer; for the Alternate Contact Person, no live answer, no voice mail left), the Program will notify Participant's local non-emergency service.

c. **Additional Services Available.**

1. In addition to the daily call check-in service described above, the Program can connect Participants with their local Area Agency on Aging for more information about available services and supports in their area.
2. Participants may also choose to connect with a representative of the Program for a friendly chat. This service provides brief informal conversations to encourage older Ohioans to stay socially connected and engaged.

- d. **Program Limitations.** The Program is not a substitute for a duress signal, panic switch, and/or a medical or life alert system. The Program is not an emergency response service. If a Participant or someone is in physical or mental distress, Participant shall call 911, not the Program. The Program makes no guarantee that local law enforcement agencies or non-emergency services will check on a Participant or that any welfare check will be attempted in a timely fashion.

2. **Program Requirements.**

- a. **Applying for the Program.** An Ohio resident age 60 or older may apply to be a Participant in the Program (Applicant). Each Applicant must apply on his or her own behalf. An Applicant must provide the following information: 1) Applicant's first and last name, 2) Applicant's county of residence and address, 3) Applicant's telephone number that will be used to receive and respond to the daily automated calls or texts 4) Applicant's year of birth, and 5) which one-hour time period Applicant will be available to receive and respond to the daily automated calls or texts. Applicant is encouraged, but not required to, provide an email address for notification purposes. If an Applicant does not supply the required information, he or she may not be enrolled in the Program.

If an application is denied for any reason, Applicant will be informed why. If an application is approved, Applicant will be enrolled as a Participant and informed when the daily call checks will begin.

- b. **Rules and Standards of the Program.** In order to participate in the Program, an Applicant or Participant must comply with and agree to certain rules and standards.

- (i) **Alternate Contact Person.** A Participant should have one Alternate Contact Person who is willing to serve in that role, such as a family member, friend, or neighbor. The Program cannot and does not guarantee the Alternate Contact Person will take appropriate action if contacted by the Program. All Alternate Contact Persons should be

able to maintain suitable and reliable telephone service. The telephone number of an Alternate Contract Person registered with the Program may not block calls coming from the Program's number(s). By signing this Agreement, Participant represents that Alternate Contact Person has agreed to act as an alternate contact and consents to the use of the Alternate Contact Person's information for purposes of administering the Program as described herein.

- (ii) **Informing Household Members.** Participant agrees to instruct all members of Participant's household, if any, about the Program and the Program's rules and standards.
- (iii) **Telephone Service.** A Participant and Participant's Alternate Contact Person must maintain suitable and reliable telephone service. A suitable and reliable telephone service may not block calls coming from the Program's number(s). (In other words, using "robo-call" blockers may disqualify a person from participation in the Program.)
- (iv) **Provide Accurate Information and Update Continuously.** An Applicant must provide accurate information. Once enrolled in the Program, Participant agrees to promptly update the Program with any changes to such information and takes sole responsibility to do so by notifying the Program at 1-800-266-4346. Participant acknowledges that updates may not become effective until three (3) business days after Participant notifies the Program at 1-800-266-4346. Participant has the right to inspect, amend, or correct any information the Program maintains concerning Participant.
- (v) **Consent to Distribution of Information and Recording.** Participant agrees the Program, Alternate Contact Person, and local non-emergency services, if contacted in accordance with these rules and standards, may receive information provided by Participant to the Program. Participant acknowledges that telephonic communications between Participant and the Program may be recorded, and Participant consents to such recording.
- (vi) **Temporary Suspension for Vacation or Medical Reasons.** Participant may suspend the daily automated calls for vacation or medical reasons. Participant must notify the Program at 1-800-266-4346 at least two (2) business days in advance.
- (vii) **Term & Termination.** Participant, or Participant's legal representative, may dis-enroll Participant from the Program at any time by calling the Program at 1-800-266-4346. It may take up to seven (7) business days to confirm and process a disenrollment request. The Program may terminate a Participant's enrollment for misuse or abuse of the service or failure to follow the written rules and standards of the Program. Participant agrees to use the Program according to these written rules and standards and any others provided to Participant.

### 3. **Program Disclaimers.**

- a. **Limited Responsibilities.** Participant agrees the Program and its contractors may rely absolutely on the statements of Participant, Alternate Contact Person, or any person who

answers Participant's or an Alternate Contact Person's telephone. Participant understands and acknowledges that: (a) the Program is not responsible for the promptness, sufficiency, or adequacy of the action of any Alternate Contact Person; (b) the Program in no way represents or guarantees that Alternate Contact Person can be contacted, can or will respond to contact, or that any response will be safe or effective; (c) the Alternate Contact Person has been designated by Participant and is not an agent or other representative of the Program; and (d) the Program will not send any of its personnel to Participant's residence or other premises even if Participant claims he or she needs immediate assistance.

If someone answers Participant's daily call, the Program has no responsibility to take further action. The Program's only responsibility is to make the calls described above in Section 1.

- b. **Program Not an Insurer.** Participant understands and acknowledges that the Program is not an insurer. The Program does not guarantee that no loss or injury will occur to Participant.
- c. **False Alarms.** The Program shall have no liability for false alarms or false alarm fines. Whether a false alarm or otherwise, the Program shall have no liability for any non-emergency service or police response, or any personal injury or damage to personal or real property caused by non-emergency service or police response to an alarm, or the refusal of non-emergency services or police to respond.
- d. **Telephone Signal Unavailable.** Participant acknowledges the Program sends its signals using standard telephone company lines or cell tower services that are wholly beyond the control of the Program. IN THE EVENT TELEPHONE OR CELL SERVICE IS OUT OF ORDER OR DISCONNECTED, THE PROGRAM WILL NOT WORK. Participant also acknowledges that to the extent his or her telephone service depends on electrical service, disruption of electrical service will also prevent the Program from working. Participant acknowledges and understands the use of cellular-based and/or mobile devices includes additional risks associated with the quality and reliability of cellular signals and cellular service. Cellular communications are affected by several factors outside the control of the Program and may be impaired or blocked by building materials, the weather, surrounding terrain, battery life, signal strength, cellular network traffic, cellular tower conditions, and so on. The Program shall not be responsible for interruptions in service due to failure by any third-party providers.
- e. **Program's Right to Contract Services.** Participant acknowledges the Program is authorized and permitted to contract out any services to be provided by the Program to third parties who may be independent of the Program, and the Program shall not be liable for any loss, damage, or injury sustained by Participant by reason of any cause whatsoever caused by the negligence of such third parties.
- f. **Modification of Agreement.** Participant acknowledges that this Agreement may be modified or amended from time to time at the discretion of the Program. The Program will post the most current version of this Agreement at [www.aging.ohio.gov](http://www.aging.ohio.gov).