

**MID-AMERICA REGIONAL COUNCIL / COMMISSION ON  
AGING**

**POLICIES AND PROCEDURES MANUAL  
FOR  
SUBRECIPIENTS AND CONTRACTORS**

**January 27, 2017**

**MID-AMERICA REGIONAL COUNCIL/COMMISSION ON AGING**

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## **PREFACE**

### **PURPOSE OF THIS MANUAL**

This manual has been developed by the Department of Aging and Adult Services of the Mid-America Regional Council (MARC) to assist service providers, subrecipients, and other agencies serving the elderly population within the MARC designated planning and service area. The MARC Department of Aging and Adult Services has been designated by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services to be the Area Agency on Aging (AAA) for the Missouri Counties of Cass, Clay, Jackson, Platte and Ray. As the AAA, it has the responsibility to plan for and administer funds within the provisions and authority of the Older Americans Act of 1965, as amended.

This manual contains the philosophy, principles, policies, and procedures that will be followed by the agency in the administration of programs and services to benefit the older population of the area. The intent of the document is to codify the spirit of the Older Americans Act, the services standards issued by the Division of Senior and Disability Services and the administrative requirements of the Board of Directors of the Mid-America Regional Council.

It is the intent of the Board that all services are obtained in an effective manner and in compliance with provisions of all applicable federal and state laws, regulations, and Executive Orders. It is also the policy of this agency that services shall be provided to the eligible residents of the service area in an efficient, effective and equitable manner.

It is further the policy of the Mid-America Regional Council and the Commission on Aging that affirmative action be taken to comply with the intent and spirit of the Civil Rights Act of 1964, as amended, as well as the Americans With Disabilities Act (ADA) of 1990, in all areas of activity. The Commission will take affirmative action to ensure that in the administration and development of the care system, minority business enterprises and service agencies shall have an equitable opportunity to participate.

This manual is being reissued to incorporate those administrative and programmatic changes included in the 1992 Amendments to the Older Americans Act (PL 100-175) and other applicable laws.

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## **PART I. COMMISSION ON AGING OF MID-AMERICA REGIONAL COUNCIL**

### **SECTION 1: LEGISLATIVE MANDATE**

- 1.1 The legislative authority for the formation of the network of Area Agencies on Aging (AAA) is granted in the Older Americans Act of 1965, as amended. The Act is a formal declaration by the United States Congress that older persons are indeed a national resource to be treasured and recognizes the inherent dignity of the individual in our democratic society. The objectives of the legislation state that older people are entitled, and it is our responsibility to assist them, to secure equal opportunity to the full and free enjoyment of the following objectives:
- 1.1(a) An adequate income in retirement in accordance with the American standard of living.
  - 1.1(b) The best possible physical and mental health which science can make available and without regard to economic status.
  - 1.1(c) Obtaining and maintaining suitable housing, independently selected, designed and located with reference to special needs and functional limitations and available at costs which older citizens can afford.
  - 1.1(d) Full restorative services for those who require institutional care and a comprehensive array of community-based, long-term care services adequate to appropriately sustain older people in their own communities and in their homes, including support to family members and other persons providing voluntary care to older individuals needing long-term care services.
  - 1.1(e) Opportunity for employment with no discriminatory personnel practices because of age.
  - 1.1(f) Retirement in health, honor, and dignity after years of contribution to the economy.
  - 1.1(g) Participating in and contributing to meaningful activity within the widest range of civic, cultural, educational and training, and recreational opportunities.
  - 1.1(h) Efficient community services, including access to low-cost transportation, which provide a choice in supported living arrangements and social assistance in a coordinated manner and which are readily available when needed, with emphasis on maintaining a continuum of care for the vulnerable older individuals.
  - 1.1(i) Immediate benefit from proven research knowledge which can sustain and improve health and happiness.
  - 1.1(j) Freedom, independence, and the free exercise of individual initiative in planning and managing their own lives, full participation in the planning and operation of community-based services and programs provided for their benefit, and protection against abuse, neglect, and exploitation.

Full text to be found in Title I, Section 101, Older Americans Act of 1965, as amended.

## 1.2 Mission of the Area Agency:

The regulations promulgated by the Administration on Aging to implement the 1992 Amendments to the Older Americans Act contains a universal mission statement for Area Agencies on Aging. Local programs and area plans are to be developed in accord with the philosophy of this mission statement.

- 1.2(a) The Older Americans Act intends that the area agency on aging shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area. This means that the area agency shall pro-actively carry out a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community based systems in, or serving, each community in the planning and service area. These systems shall be designed to assist older persons in leading independent, meaningful and dignified lives in their own homes and communities as long as possible.
- 1.2(b) A comprehensive and coordinated community based system. (See Part I, Section 3.0 for more information.)
- 1.2(c) The resources made available to the AAA under the Older Americans Act are to be used to finance those activities necessary to achieve elements of a community based system.
- 1.2(d) The AAA may not engage in any activity which is inconsistent with its statutory mission prescribed in the Act or policies prescribed by the State Unit on Aging.

(Full text to be found at 45 CFR , Part 1321, Subpart C)

## 1.3 Designation:

The Department of Aging and Adult Services of the Mid-America Regional Council has been designated by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services to be the Area Agency on Aging for the Missouri Counties of Cass, Clay, Jackson, Platte, and Ray.

(Full text to be found at 19 CSR 15-4.020)

**SECTION 2: ORGANIZATION OF THE MID-AMERICA REGIONAL COUNCIL AND THE DEPARTMENT OF AGING AND ADULT SERVICES**

- 2.1 The Mid-America Regional Council is a voluntary coalition of governments in metropolitan Kansas City. The area consists of Johnson, Leavenworth, Miami, and Wyandotte counties in Kansas, and Cass, Clay, Jackson, Platte and Ray counties in Missouri. The primary purpose of MARC is to foster intergovernmental cooperation in addressing the many issues that extend beyond the jurisdiction of a single city or county.
  - 2.1(a) The Board of Directors is composed of thirty-three (33) members representing the member governments.
    - 2.1(a)(1) The officers of the Board are Chairman, First Vice Chairman, Second Vice Chairman, Secretary, and Treasurer.
    - 2.1(a)(2) The Board representation is apportioned by population. Of the thirty-three (33) members, seventeen (17) are from Missouri and sixteen (16) represent Kansas jurisdictions.
  - 2.1(b) The Budget and Personnel Committee functions as the executive committee.
    - 2.1(b)(1) The members and officers are the chief elected officials of the twelve signatory member jurisdictions, which are the eight counties and the four largest cities within the region.
    - 2.1(b)(2) The committee is chaired by the Treasurer.
    - 2.1(b)(3) Budget and Personnel Committee approval is required for all contracts and major purchases.
  - 2.1(c) The Board meets monthly on the fourth Tuesday of each month.
  - 2.1(d) The chairman appoints all committee chairmen.
  - 2.1(e) The Executive Director and all departmental directors serve at the pleasure of the Board of Directors.
  - 2.1(f) The programs and services of MARC are funded by a variety of sources including contributions from member governments, formula and discretionary grants from both Kansas and Missouri, federal government grants and contracts, and financial support for specific programs and services from private foundations and civic organizations.
- 2.2 The Department of Aging and Adult Services is the designated Area Agency on Aging for the Missouri portion of the metropolitan region.
  - 2.2(a) The MARC Board of Directors is the governing body for the AAA in accord with state and federal regulations.
  - 2.2(b) The Commission on Aging (COA) serves as the advisory body to the Board on issues, programs, and services relative to the elderly residents of the planning and service area and the activities of the Department of Aging and Adult Services.

- 2.3 The Commission on Aging is the advisory body to the Department of Aging and Adult Services.
- 2.3(a) The Commission on Aging has an authorized membership of twenty-one (21) persons and includes local elected officials, service providers and consumers of services (persons aged 60 and above).
- 2.3(a)(1) The COA chairman and vice-chairman are appointed by the MARC Board chairman, and are elected officials from one of the participating Missouri jurisdictions.
- 2.3(a)(2) Sixteen (16) of the members are appointed by the member jurisdictions, and serve at the pleasure of the appointing local government.
- 2.3(a)(3) Three (3) members are appointed at-large by the MARC Board chairman and must be members of an ethnic minority, reside in the PSA (public service area), and be aged sixty (60) or above.
- 2.3(b) The COA meets monthly on the second Wednesday of the month. All meetings of the COA and its committees are open to the public.
- 2.3(c) The staff of the Department of Aging and Adult Services provides staff support to the Commission and its committees.

**NOTE: The bylaws of the COA are contained in the Manual for COA members.**

- 2.4 The federal funds administered by the AAA are authorized and appropriated by the Older Americans Act of 1965, as amended, and the Social Services Block Grant. Supplemental funds have been provided by the State of Missouri through appropriations of general revenue funds to the Department of Highways and Transportation, Department of Social Services, and the Department of Health and Senior Services Division of Senior and Disability Services. Additional funds have been provided by the local jurisdictions serviced by the Commission and contributions from the general public. In addition, specific programs and/or services of the COA have received donor-designated contributions from United Way of Greater Kansas City.
- 2.5 The aging network created by the Act has three levels: federal, state and local.
- 2.5(a) The federal entity is the Administration on Aging, located within the U.S. Department of Health and Human Services.
- 2.5(b) The designated State Unit of Aging is the Division of Senior and Disability Services, within the Missouri Department of Health and Senior Services
- 2.5(c) The local entity is the Area Agency on Aging.

### **SECTION 3: COMMUNITY BASED CARE SYSTEM**

- 3.1 The goals of the Act speak to the development of comprehensive and coordinated community based systems of care for older persons. The characteristics of such a system are as follows:
- 3.1(a) Have a visible focal point of contact where anyone can go or call for help, information, or referral on any aging issue.
  - 3.1(b) Provide a range of options.
  - 3.1(c) Assure that these options are readily accessible to all older persons, the independent, the semi-independent, and the totally dependent, no matter what their income.
  - 3.1(d) Include a commitment of public, private, voluntary, and personal resources committed to supporting the system.
  - 3.1(e) Involve collaborative decision-making among public, private, voluntary, religious and fraternal organizations and older people in the community.
  - 3.1(f) Offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence.
  - 3.1(g) Provide effective referral from agency to agency to assure that information or assistance is received, no matter how or where contact is made in the community.
  - 3.1(h) Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older person.
  - 3.1(i) Have a unique character which is tailored to the specific nature of the community.
  - 3.1(j) Be directed by leaders in the community who have the respect, capacity, and authority necessary to convene all interested persons, assess needs, design solutions, track overall success, stimulate change and plan community responses for the present and for the future.

(Full text at 45 CFR 1321, Subpart C)

- 3.2 The term "comprehensive and coordinated system" means a system for providing all necessary supportive services, including nutrition services, in a manner designed to:
- 3.2(a) facilitate accessibility to, and utilization of, all supportive services and nutrition services provided within the geographic area served by such system by any public or private agency or organization;
  - 3.2(b) develop and make the most efficient use of supportive services and nutrition services in meeting the needs of older individuals; and
  - 3.2(c) use available resources efficiently and with a minimum of duplication.
  - 3.2(d) encourage and assist public and private entities that have unrealized potential for meeting the service needs of older individuals to assist the older individuals on a voluntary basis.

(Older Americans Act: Section 302)

- 3.3 The older population is generally described in sub-groups corresponding to the individual's ability to maintain an independent living environment and to perform the basic tasks or activities of daily living. The role of the AAA is to assess the needs of the total older population and the capacity of the available programs and services within the community to meet those needs.
- 3.3(a) Community services are targeted towards the mobile and/or declining elderly who are still able to maintain an independent living environment with minimal assistance.
- 3.3(b) In-home or health services are targeted towards the more impaired elderly needing more consistent levels of assistance to maintain an independent, non-institutionalized, living environment.

**SECTION 4: GENERAL STATEMENT OF POLICY**

- 4.1 The goal of the Commission on Aging is to improve the quality of life for older persons residing in the service area. The service area consists of the five Missouri counties of Cass, Clay, Jackson, Platte, and Ray.
- 4.2 The Mid-America Regional Council has been designated to serve as the Area Agency on Aging under the provisions of the Older Americans Act of 1965, as amended. The Commission on Aging is appointed by the elected officials of those governmental units within the planning and service area to serve in an advisory capacity to the staff and board of MARC in all areas relating to services to the elderly. Within this service area and for the purposes of these policies, the Commission on Aging is synonymous with Area Agency on Aging (AAA).
- 4.3 Area agencies are required to take a leadership role in the development of comprehensive and coordinated service system for older persons.
  - 4.3(a) The service system includes all the service providers, funding agencies, planning agencies and local governments.
  - 4.3(b) The AAA has the responsibility to assure that all elderly residents within the planning and service area receive the assistance they individually require in order to lead healthy, productive and meaningful lives.
  - 4.3(c) The AAA has the responsibility to develop a plan that supports the creation and maintenance of a comprehensive coordinated service system.
  - 4.3(d) The funds provided to MARC are for the support of the care system and are used to fund projects serving the elderly that contribute to the development of a comprehensive coordinated system of services.
- 4.4 In accepting funds from the MARC/COA, a service provider is tacitly accepting involvement in the care system with a commitment to contribute to the development of a coordinated community-based care system.



**SECTION 5: REQUIREMENTS FOR ALL SUBRECIPIENTS**

5.1 The funds used by the COA to support the services and activities authorized within the Area Plan are governed by the regulations and requirements of the federal and state funding agencies.

The service provider shall meet all applicable state and local licensure and safety requirements for the provision of those particular services.

5.1(a) Service providers shall maintain any licensure, certification or registration mandated by any state or local government body or board.

5.1(b) Service providers shall allow only employees or volunteers holding a current license, certification, or registration to perform those tasks, duties, or functions for which licensure, certification, or registration is required by any state or local agency, body, or board.

5.2 Centers shall be in compliance with all applicable state and local fire and safety laws.

5.2(a) Caterers and centers in which food is handled or served shall be maintained in a safe and sanitary manner and shall be in compliance with all applicable state, county, or city health codes.

5.2(b) Each location shall be inspected annually by state or local health authorities.

5.3 Service provider 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.

5.3(a) Conditions or circumstances which place the older person or household in the likelihood of serious physical harm shall be immediately reported to the State Elderly Abuse Hotline (1-800-392-0210).

5.3(b) Likelihood of serious physical harm means one or more of the following:

5.3(b)(1) 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 such harm or which give another person probable cause to believe that the adult will sustain such harm.

5.3(b)(2) A substantial risk that physical harm will be inflicted by an eligible adult upon himself, as evidenced by recent credible threats, acts or behavior which have caused such harm or which places another person in reasonable fear that the eligible adult will sustain such harm.

5.3(b)(3) 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 such harm or which gives another person probable cause to believe the eligible adult will sustain such harm.

- 5.3(b)(4) 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 financial resources by another person.
- 5.4 Service providers shall provide the following:
  - 5.4(a) Public information activities to ensure that older persons are informed of the services available and have maximum opportunity to participate.
  - 5.4(b) Training of staff (paid and volunteer).
    - 5.4(b)(1) Service providers who use volunteers shall develop a written plan for recruiting, orienting, training, supervising, and terminating volunteers.
    - 5.4(b)(2) Written training plans shall include frequency of comprehensive and refresher training for staff and volunteers on safety responsibilities and actions to be taken if an emergency situation occurs.
  - 5.4(c) Coordination with other service providers in the planning and service area to assure comprehensive delivery of services and reduce duplication.
- 5.5 Service providers shall give priority to those older persons with the greatest social and economic need, especially low income minority persons. Appendix 1, Formal Policy Statements Affecting All Subrecipient Activities, contains a complete description of priorities for all MARC services.
  - 5.5(a) Service providers shall not use any form of means testing to deny individuals services within the target population.
  - 5.5(b) Service providers may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement.
- 5.6 Service providers shall obtain the views of service recipients about the services they receive.
- 5.7 As a condition of receipt of federal funds, each subgrantee or contractor shall:
  - 5.7(a) Provide the AAA, in a timely manner, with statistical and other information which the AAA requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State Unit on Aging.
  - 5.7(b) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served.
  - 5.7(c) Provide service recipients with an opportunity to contribute to the cost of the service.
    - 5.7(c)(1) Each service provider may develop a suggested contribution schedule for services provided. In developing a contribution schedule, the provider shall consider the income ranges of older persons in the community and the provider's other sources of income.

5.7(c)(2) Means testing may not be used for any service supported by Older Americans Act funds.

5.7(d) With the consent of the older person or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger.

5.7(e) Make arrangements for the availability of services to older persons in weather related emergencies.

5.7(f) Assist participants in taking advantage of benefits under other programs.

5.7(g) Assure that all services funded by MARC/COA are coordinated with other appropriate services in the community.

(The full text of these requirements can be found at 45 CFR 1321, Subpart D)

5.8 Each subrecipient and contractor agrees to comply with the requirements of the Drug Free Workplace Act of 1988, P.L. 100-690, Section 5151 through 5160. Each subrecipient and contractor must:

5.8(a) Publish a policy statement to notify its employees that unlawful manufacture, use, possession or distribution of a controlled substance listed pursuant to Section 102 of the Controlled Substances Act (21 U.S. C. 802) in the workplace or in the course and scope of contract performance is prohibited and give a copy to each employee. Each employee shall sign a form created by the employer that states that the employee is aware of and understands the employer's drug-free policy. This certification shall be placed in the employee's personnel file.

5.8(b) Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the work place; subrecipient's/contractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and subrecipient's/contractor's penalties for drug-free workplace violations.

5.8(c) Include in the published policy statement given to each of the subrecipient's/contractor's employees a statement that each employee is required to abide by the policy and to notify subrecipient/contractor of any criminal drug statute conviction for a violation occurring in the workplace or in the course and scope of contract performance no later than five (5) days after such conviction.

5.8(d) Notify MARC within 10 days after receiving notice of an employee's criminal drug statute conviction for a violation occurring in the workplace or in the course and scope of contract performance.

5.8(e) Impose a sanction on or require satisfactory participation in a drug abuse rehabilitation or assistance program by any employee so convicted.

5.8(f) Make a good faith effort to continue to maintain a drug-free workplace.

5.8(g) Each subrecipient and contractor shall provide MARC with a copy of its drug-free workplace policy statement within the first thirty (30) days after the effective date of an Agreement between subrecipient/contractor and MARC to provide services.

- 5.9 Each subrecipient/contractor shall not allow any person to work or volunteer in a MARC-funded service who was terminated from employment due to abuse or neglect to patients, residents or clients and/or has been arrested and/or convicted of abuse, neglect or exploitation of an elderly person. All employees and volunteers having direct contact with vulnerable older persons shall be checked against the Employer Disqualification List (EDL) by the subrecipient/contractor. See Part II, Section 2.7 for more information.
- 5.10 All subrecipients and contractors providing in-home services such as: adult day care services, homemaker/personal care, health related services for residents of congregate housing, minor home maintenance, and site-transportation meals, shall screen for criminal background history of all applicants for full-time, part-time or temporary employment for a position that provides direct services to clients. This includes volunteers. See Part II, Section 2.8 for more information.
- 5.11 All service providers shall be required to file a certification regarding lobbying, as set forth in Appendix A of 45 CFR 93. Where appropriate, all service providers must file a disclosure form when an event requiring disclosure occurs. Each service provider will also be required to file an updated disclosure form at the end of each calendar quarter in which an event has occurred that affects information already filed.
- 5.12 All service providers are required to comply with the following general standards:
- 5.12(a) Each subrecipient/contractor shall represent that it has, or will secure at its own expense, all personnel and equipment required in performing the services. No individual person shall be an employee of MARC. All personnel engaged in the work shall be fully qualified. Each subrecipient/contractor will comply with applicable standards for the service for which it has an agreement with MARC to perform which are or may be specified by the Division of Senior and Disability Services or other State of Missouri agencies.
- 5.12(b) It is expressly understood and agreed that the report procedures established by MARC may include, but not be limited to, the names and addresses of individuals receiving services with the understanding that no personal information obtained from any individual will be disclosed by MARC in a form which allows identification of the individual, without the written consent of the individual.
- 5.12(c) Each subrecipient/contractor shall, upon request of the MARC Department of Aging, attend any committee, task force, or special meetings relating to the project. The cost incurred by the subrecipient/contractor for attending mandatory meetings shall be deemed part of the cost of doing business.
- 5.12(d) Each subrecipient/contractor is bound by the same terms and conditions of applicable federal/state regulations as are imposed on MARC for proper administration of services under agreement between the subrecipient/contractor and MARC.
- 5.13 Service providers shall implement procedures to insure non-discrimination on the basis of disability (Vocational Rehabilitation Act of 1973, P.L. 93-112, Section 504, and the American with Disabilities Act (ADA) of 1990, P.L. 101-336). Regarding ADA, compliance is achieved by:
- 5.13(a) identification of access barriers (completion of the ADA checklist);
- 5.13(b) removal of reasonably and easily correctable barriers;

5.13(c) establishing and annually updating a written corrective action plan for addressing all other noncompliance issues, and

5.13(d) establishing and maintaining written alternative service plans in all instances where facilities are not accessible.

(Full text of this subsection can be found at 19 CSR 15-7.010. MARC's policy statement regarding the Americans with Disabilities Act, P.L. 101-336, can be found in Appendix 1 of this manual.)

5.14 All subrecipients/contractors shall comply with the following Equal Opportunity and Affirmative Action requirements:

5.14(a) All subrecipients/contractors shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, as amended, which prohibits exclusion from participation in or receipt of the benefits of services on the grounds of race, color or national origin. All subrecipients/contractors must also agree not to restrict access to services on the grounds of sex or religion.

5.14(b) All subrecipients/contractors must comply with Section 504, Public Law 93-112; U.S.C. Section 794, as amended, which prohibits exclusion of an otherwise qualified individual from participation in or receipt of benefits of services solely by reason of his or her disability. Under School Board of Nassau County, Florida v. Arline, 107 S.Ct. 1123, 94 L.Ed.2d 307 (1987) a contagious disease like tuberculosis can be a disability for this purpose. Proposed U.S. Department of Transportation regulations define "individual with handicaps" as any person who has a physical or mental impairment that substantially limits one or more major life activities, or is regarded as having such an impairment. 55 F.R. 4641.

An individual with disabilities who meets the essential eligibility requirements of a transportation program and can achieve the activity without modifications that would result in a fundamental alteration in its nature and would not endanger the safety of this individual or of others is a qualified individual with disabilities.

5.14(c) A private entity, not primarily engaged in the business of transporting people, that operates a fixed route system or a demand responsive system, and makes a solicitation to lease or buy a vehicle with a seating capacity in excess of 16 passengers (including the driver) for use on the system must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including those who use wheelchairs, in compliance with 49 CFR Part 37. The only exception is if the system viewed in its entirety ensures a level of service for individuals with "disabilities", as defined in the rules, that is equivalent to the level of service provided to individuals without disabilities. Interim standards for accessible vehicles are stated at 49 CFR Part 37.31 and include a level change mechanism and at least one securement location per vehicle.

5.14(d) All subrecipients/contractors must comply with Public Law 94-135, 42 U.S.C. 6102 (Age Discrimination Act of 1975), as amended, which prohibits exclusion from participation in or receipt of the benefits of services on the basis of age except for any program or activity established under a law which provides benefits or assistance to persons based upon the age of such persons.

5.14(e) Each subrecipient/contractor or subcontractor who has fifty (50) or more employees and a contract of \$50,000 or more (either individually or in the aggregate) with MARC must furnish a copy of its affirmative action plan in compliance with 41 CFR Part 60-1.

- 5.14(f) All subrecipients/contractors shall comply with the Fair Labor Standards Act (P.L. 101-157), 29 U.S.C. 201 et. seq., as amended, as well as the Fair Employment Practices Act (P.L. 88-352) and Title IX of the Education Amendments Act of 1972 (P.L. 92-318).
- 5.14(g) All subrecipients/contractors must comply with Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, as amended, which makes it unlawful for an employer to fail or refuse to hire or to discharge any individual or to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex or national origin, among other provisions.
- 5.14(h) In compliance with 41 CFR Part 60-1, during the performance of this contract the subrecipient/contractor agrees as follows:
- 5.14(h)(1) The subrecipient/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The subrecipient/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 subrecipient/contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
  - 5.14(h)(2) The subrecipient/contractor will, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient/contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - 5.14(h)(3) The subrecipient/contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 5.14(h)(4) The subrecipient/contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 5.14(h)(5) The subrecipient/contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 5.14(h)(6) In the event of the subrecipient's/contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the subrecipient/contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- 5.14(h)(7) The subrecipient/contractor will include the provisions of paragraphs one (1) through seven (7) 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 subrecipient/contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor 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 vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 5.14(i) All subrecipients/contractors must comply with Section 503, Public Law 93-112, 29 U.S.C. 793, as amended, which requires affirmative action to employ and advance in employment qualified disabled individuals, among other provisions. Under School Board of Nassau County, Florida v. Arline, 107 S.Ct. 1123, 94 L.Ed.2d 307 (1987), a contagious disease like tuberculosis can be a disability for this purpose.
- 5.14(j) All subrecipients/contractors must comply with 29 U.S.C. 623, 29 U.S.C. 30, and 29 U.S.C. 631, as amended, which make it unlawful for any employer to fail or refuse to hire, or to discharge, any individual or to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because the individual is at least age 40, among other provisions.
- 5.14(k) All subrecipients/contractors must comply with 42 U.S.C. 2011 and 2012 which require affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam Era as defined, among other provisions.
- 5.14(l) All facilities used to provide direct services to eligible clients shall be barrier-free.
- 5.14(m) Any facility being considered for use as a site shall meet the requirements of the American National Standards Institute and the Uniform Federal Accessibility Standard.

5.14(n) All subrecipients/contractors shall comply with all other applicable federal and state laws, regulations and executive orders pursuant thereto. All subrecipients/contractors shall have no commitments or obligations which are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other organization, or party which participates in the implementation of the Area Plan shall have no such commitments or obligations.

5.14(o) All subrecipients/contractors shall comply with the MARC Debarment and Suspension Policy. MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement for goods or services equal to or in excess of \$100,000 (e.g., subawards or subrecipients).

5.15 All subrecipients/contractors that receive in excess of \$100,000 are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

5.16 All subrecipients/contractors shall comply with all requirements and regulations pertaining to patent rights with respect to any discovery or invention, and any copyrights and rights in data which arises or are developed in the course of or under such contract, where applicable.

5.17 All service providers will be required to comply with all applicable state and federal compliance requirements related to their programs:

5.17(a) Public Law 89-73, as amended through Public Law 114-144, enacted April 19, 2016 “Older Americans Act”;

5.17(b) 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”;

5.17(c) 7 CFR Chapter II, Part 250.42, “USDA Food and Consumer Service, Nutrition Program for the Elderly”;

5.17(d) 45 CFR Part 80, “Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services. Effectuation of title VI of the Civil Rights Act of 1964”;

5.17(e) 45 CFR Part 84, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation”;

5.17(f) 45 CFR Part 91, “Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance”;

5.17(g) 45 CFR Part 92, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”;

5.17(h) 45 CFR Part 1321, “Grants to State and Community Programs on Aging”;

5.17(i) 19 CSR 15-4, “Older Americans Act” and 19 CSR 15-7 “Service Standards”;

5.18 Generally speaking, any tax-exempt organization must file Form 990 or Form 990-EZ based on its gross receipts for the tax year. Beginning in tax year 2008, (returns filed in 2009) all organizations with gross receipts over \$1.0 million or total assets over \$2.5 million will be required to file the new Form 990. For the tax year 2009, organizations with gross receipts over \$500,000 or total assets over \$1.25 million will be required to file the Form 990. The filing thresholds will be set permanently at \$200,000 gross receipts and \$500,000 total assets beginning with the 2010 tax year. Also, starting with the 2010 tax year, the filing threshold for organizations required to file Form 990-N (the e-postcard) will increase from \$25,000 to \$50,000.

**HIPAA:**

5.19 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 services within the local aging network (i.e., Medicaid vendors, transportation services, meal programs, in-home health services and/or family caregiver programs) are considered to be “business associates” of MARC and are therefore required to comply with these adopted standards under HIPAA.

5.19(a) The subrecipient/contractor may not use or disclose Protected Health Information other than as permitted or required by the contract or by law and if required by law, the subrecipient/contractor may disclose only to carry out the legal responsibility of the contract. The only exceptions are:

5.19(a)(1) The service provider may use or disclose Protected Health Information if necessary for the proper management and administration of the provider’s business and 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 HIPPA and the regulations promulgated there under.

5.19(a)(2) To provide data aggregation services relating to the services of the agency.

5.19(a)(3) The service provider must provide copies of Protected Health Information collected to the client/participant at their request, and make amendments to the information as requested.

5.19(a)(4) The service provider may use Protected Health Information to report violations of law to appropriate Federal and State authorities and shall notify MARC no later than ten (10) calendar

days after the contractor becomes aware of the disclosure of the Protected Health Information.

- 5.19(b) The subrecipient/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 may include, but not be limited to:
  - 5.19(b)(1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 5.19(b)(2) Policies and procedures implemented by the service provider to prevent inappropriate uses and disclosures of the Protected Health Information by its workforce.
  - 5.19(b)(3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 5.19(c) With respect to Electronic Protected Health Information, the service provider shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that the contractor creates, receives, maintains or transmits on behalf of MARC.
  - 5.19(c)(1) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
  - 5.19(c)(2) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
- 5.19(d) The subrecipient/contractor shall require that any agent or subcontractor to whom the subrecipient/contractor provides any Protected Health Information, received from, created by, or received by the subrecipient/contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the subrecipient/contractor with respect to such information.
- 5.19(e) Should the service provider become aware of a breach or disclosure or any security incident regarding Protected Health Information, the service provider will notify MARC in writing within ten (10) business days as required at 45 CFR 164.410.
- 5.19(f) The subrecipient/contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the subrecipient/contractor or its employee(s), agent(s) or subcontractor(s). The subrecipient/contractor shall reimburse the state agency for any and all 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 the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the subrecipient's/contractor's negligent or wrongful actions or inactions or violations of this Agreement.

- 5.19(g) Upon termination of the contract for any reason the subrecipient/contractor, with respect to Protected Health Information, shall retain only the Protected Health Information that is necessary to the service provider to continue proper management and administration. All other Protected Health Information should be returned to MARC. Information retained by the subrecipient/contractor must be maintained according to HIPAA standards.

**E-VERIFY:**

- 5.20 No subrecipient, contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized resident to perform work within the State of Missouri.
- 5.20(a) The subrecipient/contractor shall maintain enrollment and participation in the E-Verify federal work authorization program.
- 5.20(a)(1) Enroll and participate in the E-Verify federal work authorization program.
- 5.20(a)(2) Provide to MARC an Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program.
- 5.20(a)(3) Submit to MARC a completed, notarized Affidavit of Work Authorization.
- 5.20(b) In accordance with sections 285.525 to 285.550, RSMo a subrecipient, general contractor or subcontractor of any tier shall not be liable when such subrecipient, contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the subrecipient, contractor and subcontractor affirmatively states that:
- 5.20(b)(1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo; and
- 5.20(b)(2) the subrecipient, contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 5.20(c) Pursuant to section 285.530, RSMo, if the subrecipient or contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the subrecipient/contractor must affirm the subrecipient's/contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The subrecipient/contractor should complete the Business Entity Certification, Enrollment Documentation, and Affidavit of Work authorization. These must be submitted prior to an award of contract.
- 5.20(d) If the subrecipient, contractor or one of its subcontractors fails to comply with all applicable federal and state requirement governing these funds, MARC may withhold or suspend, in whole or in part, funds awarded under the contract, or recover misspent funds following an audit.



## **SECTION 6: ELIGIBILITY FOR SERVICES**

- 6.1 The Older Americans Act addresses the needs of all persons aged sixty (60) and above.
  - 6.1(a) Priority is to be given to the older persons with the greatest social and economic need, with particular attention to the low-income minority elderly (1984 amendments to the Older Americans Act).
  - 6.1(b) The 1992 amendments added that the low-income minority elderly should be served in proportion to their representation in the eligible population.
  - 6.1(c) Persons of age sixty (60) or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services.
  - 6.1(d) The concept of greatest social need has been further explained to include the low-income, the rural isolated, those with limited English speaking ability, females over age seventy-five (75) living alone, and those over age eighty-five (85).
- 6.2 The National Family Caregivers Support Program expanded the list of eligible clients to include the following categories:
  - 6.2(a) A caregiver of any age caring for an individual aged sixty (60) or over.
  - 6.2(b) A caregiver over the age of fifty-five (55) caring for an adult disabled child aged eighteen to fifty-nine (18-59).
  - 6.2(c) A grandparent or other relative over the age of fifty-five (55) caring for a minor child up to the age of eighteen (18).
- 6.3 For some categories of services funds have been allocated through the Social Services Block Grant which expands the eligible population for those services to include disabled persons between the ages of 18 and 59, inclusive. MARC currently utilizes SSBG funds to support the congregate and home-delivered meals programs, and transportation services. These are the only MARC-funded services that are available to persons under the age of sixty (60).
- 6.4 The spouse of an eligible elderly client, regardless of age, may receive nutrition services if it can be determined to be of benefit to the client.
- 6.5 In 1981, the Commission on Aging established priorities within the broad group of eligible service recipients to be utilized in the event the volume of request for services exceeded the programs' service capacity. These priorities were reviewed and amended in January, 1992. The priorities are discussed in greater detail in accord with the program service category and are contained in Appendix 1.



## **SECTION 7: AREA PLAN DEVELOPMENT AND IMPLEMENTATION**

- 7.1 The area plan is a formal document submitted by an Area Agency on Aging (AAA) to the State Unit on Aging (SUA) to obtain the SUA's approval in order to receive subgrants or contracts from the state. A uniform format will be established by the SUA and shall adhere to the following federal standards:
- 7.1(a) Each plan shall provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for multipurpose senior centers.
  - 7.1(b) The plan shall provide assurances that an adequate proportion of the amount allotted for part B (Title III B of the Older Americans Act) to the planning and service area will be expended for the delivery of each of the following categories of services:
    - 7.1(b)(1) Services associated with access to services, i.e. transportation, outreach, case management, care coordination, and information and assistance.
    - 7.1(b)(2) In-home services i.e., adult daycare, homemaker/personal care, telephone reassurance, friendly visitation, minor home maintenance, and supportive services for families or elderly victims of Alzheimer disease and related disorders with neurological and organic brain dysfunction.
    - 7.1(b)(3) Legal assistance - An Area Agency on Aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.
- 7.2 The area plan or plan amendments shall not be implemented until approved in writing by the Division of Disability and Senior Services.
- 7.3 The area plan shall be amended under the following situations:
- 7.3(a) The area agency needs to budget additional Department of Health and Senior Services (DHSS) funding, so the contract can be revised to allow the funds to be disbursed;
  - 7.3(b) There is a change of \$50,000 or more in total projected revenue for any source of funding, or a change of \$100,000 or more in total projected funding;
  - 7.3(c) The area agency adds or deletes a Detail Budget;
  - 7.3(d) The area agency adds or increases a Detail Budget by 10% or \$37,500, whichever is lower, in any line item. Line item changes less than \$7,500 will not require an amendment;
  - 7.3(e) The area agency adds or increases a Detail Budget total cost line by 10% or \$75,000, whichever is lower. Total cost line changes less than \$15,000 will not require an amendment;
  - 7.3(f) The area agency modifies activities affecting planned service delivery and the change in service delivery is greater than 25%;
  - 7.3(g) The area agency or other entity changes the designation of the single organizational unit responsible for administration of Older Americans Act funds;

- 7.3(h) There is a need for prior approval of an expenditure.
- 7.3(i) The area agency modifies any objective or the information previously submitted is no longer applicable.

**SECTION 8: PROPOSAL SOLICITATION, REVIEW, AND SELECTION**

- 8.1 All procurement of supplies, equipment, services, etc., where the total estimated expenditure exceeds \$25,001.00, shall be formally advertised and proposed.
- 8.2 Public notice inviting proposals shall be published at least once in the Kansas City Star at least thirty (30) days preceding the last date set for receipt of proposals.
  - 8.2(a) In compliance with MARC's MBE plan, notice will also be published in the minority print media (The Call, Kansas City Globe and Hispanic News) serving the metropolitan region prior to the pre-submission conference (if publishing dates permit). Notice is also published online with Demand Star ([www.demandstar.com](http://www.demandstar.com)).
  - 8.2(b) Copies of the public notice will be sent to those organizations and/or agencies who have requested to be placed on the "potential subrecipient's/contractor's list" for aging services.
  - 8.2(c) The public notice shall include, at a minimum, a general description of the services required or articles to be purchased where specifications may be secured, a contact person in the Aging Department for correspondence or questions concerning the specifications, and a time and place for the opening of the proposals.
- 8.3 The formal proposal document containing the specifications will be issued upon the Board of Directors authorization as an RFP (request for proposal).
- 8.4 The proposal document will contain the following information:
  - 8.4(a) Copy of the public notice (as submitted for publication).
  - 8.4(b) Program background and overview.
  - 8.4(c) Definition, specifications and performance standards for the service or product requested.
  - 8.4(d) Geographic service area definitions.
  - 8.4(e) Administrative requirements.
  - 8.4(f) Contract/program performance period.
  - 8.4(g) Project monitoring and evaluation.
  - 8.4(h) Civil rights compliance requirements.
  - 8.4(i) Criteria for evaluation of proposals.
  - 8.4(j) Appeals process.
  - 8.4(k) Instructions for submission of proposal.
  - 8.4(l) Copies of required forms with instructions for completion.

- 8.5 An RFP review conference will be conducted by Aging Department staff a minimum of 25 days prior to the closing date for receipt of proposals. The time and location of this conference will be included in the public notice.
- 8.6 MARC retains the right to reject any or all proposals, in whole or in part, when it is deemed in the best interest of MARC to do so.
- 8.7 Contracts shall be awarded to the lowest and best respondent. In addition to price the following shall also be considered:
  - 8.7(a) The ability to perform successfully under the terms and conditions of the proposal.
  - 8.7(b) Past performance records as verified by monitoring reports and audits will be considered for any respondent who has previously provided services to MARC.
  - 8.7(c) The Women and Minority business goals of MARC.
  - 8.7(d) The financial condition and management capacity of the respondent as evidenced by the most recent audit of the respondent and any other documentation available.
  - 8.7(e) Preferences of participants as expressed through monitoring reports, surveys and committee reviews.
  - 8.7(f) Conformance to service standards stated in the proposal document.
  - 8.7(g) The extent to which the respondent's programs are actually or potentially coordinated with other services provided by the respondent, community organizations or applicable local governments.
  - 8.7(h) All proposals accepted for consideration will be evaluated. Factors in evaluation may include cost, proposal narrative, committee recommendations, and prior performance. Bonus points are possible for DBE's.
- 8.8 All proposals received by the stated deadline will be screened by staff for completeness and conformance.
  - 8.8(a) All proposals received after the closing date and hour will be returned to the respondent unopened.
  - 8.8(b) Representatives of each agency submitting an accepted proposal may be invited to a meeting held by this committee to answer and possibly clarify any questions or concerns committee members may have.
  - 8.8(c) Recommendations will be forwarded to the Commission on Aging for review and comment.
  - 8.8(d) The Commission on Aging will recommend subrecipients and contractors to provide the requested services to the MARC Board of Directors.
  - 8.8(e) The Board of Directors will approve or disapprove subrecipients and contractors and authorize contract negotiations and signature.
- 8.9 A formal process will be outlined in the solicitation document for the appeal of the Board's decision. After exhausting MARC's internal appeals process, the aggrieved has

the right to appeal to the Division of Senior and Disability Services, Missouri Department of Health and Senior Services for mediation.



## **PART II - SPECIAL CONTRACT REQUIREMENTS**

### **SECTION 1: CONTRIBUTIONS AND PROJECT INCOME**

- 1.1 The Older Americans Act allows for services to be provided to any person aged sixty (60) or above. The law prohibits any form of means testing (income eligibility) to determine eligibility for service, or to deny a service. The law does, however, allow for the collection of voluntary contributions from service recipients to offset the cost of the service delivered. No otherwise eligible client is to be denied a service because of an inability or unwillingness to make a contribution.
- 1.2 All project income collected by the subrecipient must be forwarded to MARC with the monthly report. Project income is any money received by the subrecipient as a direct result of contract activities including, but not limited to:
  - 1.2(a) voluntary contributions made by, or on behalf of clients receiving services; and
  - 1.2(b) interest received on MARC funds before disbursement.
- 1.3 The direct service provider shall develop procedures for handling contributions, which must include the following:
  - 1.3(a) Each recipient shall be provided with an opportunity to voluntarily contribute to the cost of the service.
  - 1.3(b) The privacy of each recipient with respect to his or her contribution shall be protected.
  - 1.3(c) Appropriate measures to safeguard and account for contributions shall be established which include the following:
    - 1.3(c)(1) using two persons to count receipts;
    - 1.3(c)(2) keeping receipts in a safe or locked box until deposited;
    - 1.3(c)(3) recording and depositing all contributions on the date of receipt;
    - 1.3(c)(4) taking precautions to prevent theft of cash receipts; and
    - 1.3(c)(5) reporting and transferring contributions to MARC monthly.
- 1.4 A suggested contributions schedule may be developed for each service provided that, in development, shall allow the provider to consider the income ranges of elderly persons in the community and the actual cost of the service.



## **SECTION 2: LICENSURE, HEALTH AND SAFETY**

- 2.1 The Division of Senior and Disability Services requires that all agencies or organizations providing direct services to eligible persons meet certain general standards for licensure, health and safety.
  - 2.1(a) Each subrecipient/contractor shall maintain, in its own corporate name, all currently required licenses, permits, bonds, and insurance required for carrying out services.
  - 2.1(b) Each subrecipient/contractor shall notify MARC immediately if any required insurance coverage, licenses or other permits are canceled, suspended, or otherwise ineffective.
  - 2.1(c) Failure to maintain proper licenses, permits, bonds and insurance shall be a basis for MARC disallowing all or part of payments for services rendered, or could result in the termination of agreement between MARC and subrecipient/contractor.
  - 2.1(d) Each subrecipient/contractor shall allow only those employees or volunteers who hold a current license, certificate, registration, or permit, to perform those duties, tasks and/or functions for which licensure, certification or registration is required by any state or local agency, body or board.
- 2.2 All facilities used as sites for the delivery of services shall be in compliance with all applicable state and local fire safety laws.
  - 2.2(a) If the Division of Senior and Disability Services determines that the state or local life safety laws, ordinances, or codes are not adequate to assure the safety of eligible persons, or for any locality that has no governing fire and safety laws, ordinances, or codes, the provisions of the national Fire Protection Association Life Safety Code (NFPA No. 101, 1976 edition) for Places of Assembly shall apply.
  - 2.2(b) Each site shall have installed, and shall maintain in operable condition, an adequate number of smoke detectors and fire extinguishers of the appropriate type as determined by consultation with state or local fire authorities. All smoke detectors and fire extinguishers shall be located within the premises according to the recommendations of state or local fire authorities.
  - 2.2(c) Each subrecipient/contractor shall develop and implement a written plan for assuring the safety of service recipients, staff, and volunteers in case of fire or other safety threatening situations. Copies of the plan shall be on file with the subrecipient/contractor and at MARC. Regarding senior centers, the plan shall be developed in consultation with state or local fire authorities and shall include, but not necessarily be limited to:
    - 2.2(c)(1) A written assessment of potential fire or safety hazards present on the premises (such as appliances, combustible materials, use and storage, waste disposal, etc.) and actions and procedures that are followed to minimize potential danger (such as equipment check, repair, and cleaning scheduled periodically).
    - 2.2(c)(2) A written schedule for periodic check of smoke detectors and fire extinguisher to assure that adequate pressure or battery strength is maintained for efficient operation when needed.

- 2.2(c)(3) A written training plan and schedule for staff and volunteers on safety responsibilities and actions to be taken if an emergency situation occurs and documentation of training sessions provided.
- 2.2(c)(4) A charted evacuation plan will be posted and evacuation drills shall be conducted periodically.
- 2.3 Each senior center shall be inspected annually by state or local fire authorities and shall retain documentation of the inspector's report, recommendations, and how and when any deficiencies were rectified. This documentation shall be on file in the Area Agency's office and the service delivery site.
- 2.4 Each service provider operating a facility in which food is handled or served is required to maintain the facility in a safe and sanitary manner and in compliance with all applicable state, county, and/or city health codes.
  - 2.4(a) Each location at which food is handled or served shall be inspected annually by state or local health authorities.
  - 2.4(b) Documentation of the inspector's report, recommendation, and when and how any deficiencies were rectified shall be kept by the service provider.
- 2.5 As an Area Agency on Aging, MARC is required to develop a disaster preparedness plan for its service area.
  - 2.5(a) Each subrecipient/contractor, as its services are appropriate, is to be integrated into the disaster plan.
  - 2.5(b) Each successful respondent will be asked to submit written policies and procedures to be followed when an emergency or disaster situation occurs and shall maintain the written plan and provide appropriate training to staff and volunteers. The policies and procedures should include:
    - 2.5(b)(1) definitions of types of emergencies and disasters to be responded to (fire, tornadoes, flood, inclement weather, etc.);
    - 2.5(b)(2) specification of the person/position responsible for arranging response and communication with MARC staff; and
    - 2.5(b)(3) identification of procedures to be followed and services to be provided.
- 2.6 Each subrecipient/contractor shall assure that staff and volunteers are aware of the state elderly abuse hot-line, 1-800-392-0210, and how to access or use it.
- 2.7 **Employee Screening:** All subrecipients providing adult day health care, homemaker/personal care, health related services for residents of congregate housing, minor home maintenance, family caregiver respite, family caregiver grandparent-as-parent respite, family caregiver personal care, family caregiver case management and all transportation services for MARC shall prohibit any staff (new, existing or volunteer), from working in a MARC-funded service who was terminated from employment due to abuse or neglect of patients, residents or clients and/or has been arrested and/or convicted of abuse, neglect or exploitation of an elderly person. All

employees and volunteers having direct contact with vulnerable older persons shall have a screening that includes, at a minimum, the following:

- 2.7(a) State criminal background checks conducted by the Missouri State Highway Patrol;
- 2.7(b) Sex offender registry information maintained by the Missouri State Highway Patrol;
- 2.7(c) Child abuse/neglect records, maintained by the Department of Social Services;
- 2.7(d) The employee disqualification registry maintained by the Department of Health and Senior Services;
- 2.7(e) The employee disqualification registry maintained by the Department of Mental Health;
- 2.7(f) Foster parent licensing records, maintained by the Department of Social Services;
- 2.7(g) Residential living facility and nursing home licensing records, maintained by the Division of Senior and Disability Services and Regulation.

A request for this screening may be made through the Family Care Safety Registry maintained by the Missouri Department of Health and Senior Services, or by employing a private employment, recruitment or screening service as an alternative, but the screening so conducted must meet the same standards in terms of the criminal conviction screening, as required in this provision of the Manual.

- 2.8 All applicants for a position to provide direct care shall:
  - 2.8(a) Be registered with the Family Care Safety Registry within fifteen (15) days of hire (failure to register with the Family Care Safety Registry is a Class B misdemeanor);
  - 2.8(b) Disclose applicant's criminal history ("Criminal history" includes any conviction or a plea of guilty to a misdemeanor or felony charge and shall include any suspended imposition of sentence, any suspended execution of sentence or any period of probation or parole);
  - 2.8(c) Disclose if the applicant is listed on the Employee Disqualification List as provided in RSMo, section 660.315.
  - 2.8(d) Subrecipient/Contractor is guilty of a class A misdemeanor if it knowingly hires a person that has contact with clients and the person has been convicted of, plead guilty to or nolo contendere in the State of Missouri or any other state to any A or B felony violation of RSMo, chapters 565, 566 or 569.
  - 2.8(e) A person may be hired and perform direct client services prior to the results of the criminal record check being received by the subrecipient/contractor so long as said person has responded negatively to the

employment application question concerning criminal convictions that would disqualify said person from direct care work under this contract.

2.8(f) Subrecipient/Contractor promises, agrees and understands that a worker whose criminal record of convictions violates this provision may not provide any services to a MARC client, and in the event such a worker does provide services under a contract between subrecipient/contractor and MARC, it shall constitute a material breach thereof. MARC shall not make payment for any services provided in breach of this provision. Subrecipient/Contractor shall repay any payment for services performed in violation of this provision to MARC.

### **SECTION 3: CONFIDENTIALITY**

- 3.1 All records that identify individual recipients of services shall be confidential and may be released, for administrative and program monitoring purposes only, to the following:
  - 3.1(a) Designated employees of the Federal Administration on Aging Regional Office.
  - 3.1(b) Designated employees of the Missouri Department of Health and Senior Services, Division of Senior and Disability Services.
  - 3.1(c) Designated employees of the area agency or service provider.
  - 3.1(d) Court of competent jurisdiction, when subpoenaed.
- 3.2 No information or records maintained by the MARC long-term care ombudsman program may be disclosed unless the MARC long-term care ombudsman authorizes the disclosure.
- 3.3 Any person who signs an application or a sign-in sheet shall be made aware that his or her signature means his or her consent is given for the use of identifying information for administrative purposes, program monitoring and evaluation.
- 3.4 Lists of names of older persons shall be used for the purpose of providing services and shall not be distributed, released, sold or used for any other reason.
- 3.5 Records that identify individual recipients shall not be made available to any other person, agency, or organization unless the service recipient or legal representative has signed a written consent for release of information which
  - 3.5(a) identifies the individual, agency, or organization to whom the information is to be released;
  - 3.5(b) indicates specifically what information is to be released; and
  - 3.5(c) specifies the date (inclusive) for which the written consent is valid.
- 3.6 Program, fiscal, and statistical records that do not identify individual service recipients are not confidential and shall be made available for public inspection upon written request.
- 3.7 Confidentiality of client records must be maintained at all times. Client records (MARC Client Intake Forms, MARC Client Registration Forms, MARC Client Summary Reports, and any other documentation that has a client's name, social security number, and address) must be kept in a locked box, cabinet, or room to assure that confidentiality is not breached.
- 3.8 **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** MARC is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein.



## **SECTION 4: PROJECT MANAGEMENT**

- 4.1 All projects funded by MARC, using public and/or private funds, are expected to be administered according to the acceptable standards and principles of good, sound management.
- 4.2 The Older Americans Act defines an eligible service recipient as any individual aged sixty (60) or above. It further states that priority should be given to those in the greatest social and economic need. The 1984 Amendments to the Act further stated that special emphasis should be placed on the provision of services to the low-income minority elderly. The 1992 Amendments added that the low-income minority elderly should be served in proportion to their representation in the eligible population. For some categories of services, funds have been allocated through the Social Services Block Grant which expands the eligible population to include disabled persons between the ages of 18 and 59, inclusive. Refer to the manual section describing a particular service to determine eligible clientele.
- 4.3 Disadvantaged Business Enterprises: MARC encourages the subrecipient/contractor to utilize the services of disadvantaged business vendors and suppliers in carrying out the performance its agreement for services with MARC.
- 4.4 All subrecipients/contractors shall name a Project Manager who will represent the subrecipient/contractor in the performance of an agreement between MARC and the subrecipient/contractor.
- 4.5 All subrecipients/contractors shall notify MARC of the identity of the Project Manager within thirty (30) days of the beginning of the contract period.
- 4.6 Any subsequent change in the Project Manager must be submitted to MARC in writing within two (2) weeks of the change.
- 4.7 All subrecipients/contractors shall provide MARC with a copy of their most recent Annual Registration Report filed with the Missouri or Kansas Secretary of State
- 4.8 MARC has written policies which designate the days to be observed as holidays when the offices will be closed and services suspended.
- 4.8(a) These holidays are as follows:
- New Year's Day - January 1
  - Martin Luther King's Birthday - third Monday in January
  - President's Day - third Monday in February
  - Memorial Day - last Monday in May
  - Independence Day - July 4
  - Labor Day - first Monday in September
  - Veterans Day - November 11
  - Thanksgiving Day - fourth Thursday in November
  - Christmas Day - December 25
- 4.8(b) Subrecipients/Contractors will receive written notification of other dates to be observed as holidays.
- 4.8(c) Services delivered on days designated as a holiday will not be reimbursed unless the contractor has obtained prior written authorization from MARC.
- 4.8(d) Each subrecipient/contractor shall establish procedures for publicizing the holiday schedule and ensuring that service recipients are informed.

- 4.8(e) The subrecipient/contractor shall adopt an inclement weather policy as appropriate to his/her service delivery system and ensure that service recipients are informed.
- 4.9 Subcontracts:
- 4.9(a) The primary subrecipient/contractor may, only after obtaining MARC's written approval, subcontract a portion of its MARC contract to other operators. To obtain MARC approval, the primary subrecipient/contractor and the proposed subcontractor must agree to all applicable requirements set forth in the primary contract. Municipalities administering programs are exempted from this requirement.
  - 4.9(b) A primary transportation provider must use only vehicles that are titled in the corporate name of the primary subrecipient/contractor or leased in the name of the primary subrecipient/contractor to meet these requirements pertaining to transportation services.
  - 4.9(c) Prior to MARC approving a subcontract, the primary subrecipient/contractor must submit to MARC a written copy of the proposed agreement to subcontract, a copy of the proposed subcontractor's most recent Annual Registration Report filed with the Missouri or Kansas Secretary of State, and evidence of any and all of the subcontractor's Fictitious Name Registration(s) currently on file with the Secretary of State of Kansas or Missouri.
  - 4.9(d) In the event that MARC approves a written subcontract agreement, each subcontractor is required to deliver MARC-funded services in vehicles that are either titled in the name of the approved subcontractor, or leased in the name of the approved subcontractor. Municipalities administering programs are exempted from this requirement.
- 4.10 Each successful respondent will be a primary subrecipient/contractor of MARC. During the effective dates of each contract, each successful respondent and each subcontractor approved by MARC must submit to MARC a current copy of all fictitious names, and a copy of each and every application made to the Missouri (or Kansas) Secretary of State for a Fictitious Name Registration. All successful respondents and all subcontractors must submit said copies to MARC at the same time their respective applications are submitted to the Missouri (or Kansas) Secretary of State. Municipalities administering programs are exempted from this requirement.

## SECTION 5: REPORT FORMS AND INSTRUCTIONS

### 5.1 THE NON-UNIT COST INVOICE AND INSTRUCTIONS FOR COMPLETION:

- 5.1(a) The "Non-Unit Cost Invoice" is used by all subrecipients providing services that are not reimbursed on a fixed unit cost rate. This form is used to document contractual expenses, request reimbursement, report the number of new unduplicated clients served and the number of services provided during the month, and to report project income collected. It is also intended to provide proof to MARC that the subrecipient is maintaining records which separate MARC and non-MARC related expenditures as a basis for auditing. It is further intended to provide proof that the subrecipient is contributing to the cost of serving MARC clients, in the amount of 25% of the total cost of the program, as specified in the contract. This form is due at the MARC office by the fifth working day of the month following the service delivery.
- 5.1(b) The top of the invoice contains the following:
- 5.1(b)(1) Subrecipient's Name and Address - self-explanatory.
  - 5.1(b)(2) Prepared by - self-explanatory.
  - 5.1(b)(3) Invoice Number - Invoices are numbered chronologically by the subrecipient (beginning with 1) as they are submitted during the contract period. Invoices are to be submitted for each month regardless if services are provided or not.
  - 5.1(b)(4) Month/Year - The month and year covered by the invoice.
  - 5.1(b)(5) Service Type - Self-explanatory.
  - 5.1(b)(6) Project Income Collected - Total client contributions collected during the month covered by the invoice.
  - 5.1(b)(7) Telephone Number - Preparer's telephone number.
  - 5.1(b)(8) Reimbursable Expenses - Those expenses detailed in the contract Scope of Services that are appropriate for reimbursement by MARC (columns A-E).
  - 5.1(b)(9) Contributed Expenses - Those expenses contributed by subrecipient (columns F-J).
  - 5.1(b)(10) On lines 1-7, list budgeted and actual expenses on appropriate lines in each column. Insert totals for each column on Total line.
  - 5.1(b)(11) Less Prior YTD Costs - Enter total amount previously requested from MARC.
  - 5.1(b)(12) Subtotal - The difference between total costs and prior invoice requests.
  - 5.1(b)(13) Advance Request - An advance of up to 1/12 of contract may be requested. MARC reserves the right to approve, deny, or reduce any advance request.

- 5.1(b)(14) Invoice Total for Current Month - The sum of the subtotal and advance requested.
  - 5.1(b)(15) Units - Even though subrecipients using this form are not reimbursed on a unit cost basis, the number of units served must be recorded on the invoice. This total must equal the total number of units that appears on the "Client Summary Report".
  - 5.1(b)(16) New Unduplicated Clients - The number of new clients who have been served by the subrecipient for the first time during the month of reimbursement of the current program year. The number of new unduplicated clients must correspond to the number of asterisks on the Client Summary Report.
  - 5.1(c) Each invoice must be signed and dated by an authorized employee of the subrecipient. Any invoice not properly signed will be returned unpaid to the subrecipient.
  - 5.1(d) Each invoice must be accompanied by a "Client Summary Report" (which lists all clients served during the invoice period, their Social Security numbers, and the number of units of service each client received during the month of reimbursement).
  - 5.1(e) Narrative Justification of In-Kind Contributions: The back of the Non-Unit Cost Invoice will be used to give a brief justification of the value that has been attributed to the in-kind services for each line item. **In-kind matching contributions that are reported on this form must be stated at fair market value.**
  - 5.1(f) MARC reserves the right NOT to reimburse services provided to clients.
  - 5.1(g) State and local governments should consult OMB Circular A-87, and non-for-profit organizations should consult OMB Circular A-122, to determine allowable and reasonable costs.
- 5.2 THE UNIT COST INVOICE AND INSTRUCTIONS FOR COMPLETION:
- 5.2(a) The "Unit Cost Invoice" is used by unit-based subrecipients/contractors to report the number of service units provided each month, to request reimbursement and/or advance payment, to transmit project income, and to report the number of new unduplicated clients that have accessed the service each month. Donated services will also be reported on this form. If a subrecipient/contractor is providing multiple services for which reimbursement has been authorized by an executed contract, a separate form must be completed for each service. The invoice must be submitted to MARC by each fifth working day of the month following service delivery.

- 5.2(b) The invoice contains the following:
- 5.2(b)(1) Subrecipient's/Contractor's Name and Address - self-explanatory
  - 5.2(b)(2) Prepared by - self-explanatory
  - 5.2(b)(3) Invoice Number - Invoices are numbered chronologically by the subrecipient/contractor (beginning with 1) as they are submitted during the contract period. Invoices are to be submitted for each month regardless if services are provided or not.
  - 5.2(b)(4) Month/Year - The month and year covered by the invoice.
  - 5.2(b)(5) Service Type - Self-explanatory.
  - 5.2(b)(6) Project Income Collected - Total client contributions collected during the month covered by the invoice.
  - 5.2(b)(7) Telephone Number - Preparer's telephone number.
- 5.2(c) The amount to request from MARC is based on the number of service units multiplied by subrecipient's/contract's established unit rate for the service for each geographic service area or senior center.
- 5.2(c)(1) New Unduplicated Clients (column A) - The number of new clients who received the contracted service during the month of reimbursement for the first time during the program year (July 1st through June 30th). There must be one client intake form submitted along with the monthly invoice to match each new client that is reported in this column. In turn, each new client must be designated on the client summary report with an asterisk next to his/her name.
  - 5.2(c)(2) Service Area/Senior Center (column B) - The geographic service areas or senior centers at which the service is to be performed as designated by an executed contract.
  - 5.2(c)(3) Prior Months Units Used (column C) - The cumulative number of MARC reimbursable service units provided since the beginning of the contract year through the last completed full month.
  - 5.2(c)(4) Current Month Units Used (column D) - MARC reimbursable service units provided during the month just completed. For transportation services, excluding Site Transportation-Meals, these units must be reported as either disabled clients aged 18-59 or senior clients aged 60 and over.
  - 5.2(c)(5) Total (YTD) Units Used (column E) - Sum of prior units and the just completed month's units (column C plus column D).
  - 5.2(c)(6) Contract Unit Rate (column F) - The fixed unit rate of the service for each site as defined by an executed contract for each service.
  - 5.2(c)(7) Total YTD Costs (column G) - The product of the Total Units Used times Contract Unit Cost (column E times column F).

- 5.2(c)(8) Totals - The sum of the Total Costs Column.
- 5.2(c)(9) Less Prior YTD Costs - Enter total amount previously requested from MARC.
- 5.2(c)(10) Subtotal - The difference between total costs and prior invoice requests.
- 5.2(c)(11) Advance Request - An advance of up to 1/12 of contract may be requested. MARC reserves the right to approve, deny, or reduce any advance request.
- 5.2(c)(12) Invoice Total for Current Month - The sum of the subtotal and advance requested.
- 5.2(c)(13) Total Contract Dollars (column H) - Insert the total contract dollar value by service area/senior center.
- 5.2(c)(14) Percent Contract Used (column I) - Divide the Total Costs of each site (column G) by Total Contract Dollars for that site (column H).
- 5.2(c)(15) The report must be reviewed, signed, and dated by the person authorized to certify the accuracy of the report.

5.2(d) Any services provided at no cost to MARC may be reported on a separate line of the invoice, by site or service area, and should be clearly marked "DONATED SERVICES". Or the services may be shown on a separate invoice form that is clearly marked "DONATED SERVICES." The subrecipient/contractor must maintain documentation of donated services for verification and audit purposes. The value of donated services should also be shown on the quarterly cost report.

### 5.3 CLIENT SIGNATURE SHEET:

- 5.3(a) There must be a client signature for each unit of service that is delivered. All Client Signature Sheets must be kept on file for a period of five years.
- 5.3(b) If the service recipient cannot or will not sign his/her name, the recipient's representative or another individual designated by the senior center administrator shall sign the service recipient's name as well as his/her name. Service recipient records shall document why the recipient will not or cannot sign.

### 5.4 CLIENT SUMMARY REPORT AND INSTRUCTIONS FOR COMPLETION:

- 5.4(a) Each invoice must be accompanied by a "Client Summary Report" which lists each client served during the invoiced period (the month just completed), his/her Social Security number, the number of service units delivered for each day of the month just completed, and the sum of those units, as well as a year-

to-date total. Each new client who receives this service for the first time in the program year must be designated with an asterisk next to his/her name. One client summary report must be done for each area or site of service **and is due at the MARC office by the fifth (5th) working day of the succeeding month of service.**

- 5.4(a)(1) Month: Self-explanatory.
- 5.4(a)(2) Service: Self-explanatory.
- 5.4(a)(3) Site/Area: The name of the site or area designation.
- 5.4(a)(4) Page No.: Self-explanatory.
- 5.4(a)(5) Name: Enter the client's name by last name, first name, then middle name.
- 5.4(a)(6) Enter the number of units that each client has received for each calendar day, then give the sum total in the box marked "Total".

## 5.5 MARC CLIENT INTAKE FORMS

- 5.5(a) There are six (6) types of intake forms utilized to gather in-depth demographic for each client and aids program planning and evaluation for all services for which they are used. Client intake forms must accompany the monthly invoice for those clients who have accessed this service for the first time during the month of reimbursement. The total number of client intake forms should equal the total number in the "New Unduplicated Count" column of the Unit Cost Invoice, or the "New Unduplicated Count" line of the Non-Unit Cost Invoice.
- 5.5(b) The six types of intake forms are as follows:
  - 5.5(b)(1) Special Transportation-Reserved and Special Transportation-Lift/Ramp services
  - 5.5(b)(2) Home Delivered Meals
  - 5.5(b)(3) Congregate Meals
  - 5.5(b)(4) In-Home Services
  - 5.5(b)(5) National Family Caregiver Support
  - 5.5(b)(6) Grandparent as Parents
- 5.5(c) A legible copy of the client intake form must be submitted by the subrecipient/contractor for each individual receiving a MARC-reimbursed service, and must be complete, **and must include the signature of the client.**
- 5.5(d) All intake forms must be copied upon completion with the original form being submitted to MARC, and the copy to be placed in the service provider's files.
- 5.5(e) The subrecipient/contractor shall provide a written grievance procedure to each client when the client signs the registration form.
- 5.5(f) MARC reserves the right to withhold payment for services provided to clients whose registration forms have not been submitted.
- 5.5(g) The information on the registration form is regarded as extremely confidential and must be maintained in a secure manner not accessible to other participants, the public, or unauthorized personnel.

- 5.5(h) The completion of the **MARC Client Intake Form - Transportation** is self-explanatory, with a few exceptions:
- 5.5(h)(1) (J) Income Status: To identify low-income elderly clients. Indicate the option(s) that applies by circling that option(s), or write in the method used to determine a client as being low-income on the "Other" line. If a client is not to be considered to be low-income, circle "None".
  - 5.5(h)(2) (Q) Service Area: Indicate service area (A – N) of client's residence.
  - 5.5(h)(3) (S) Amended: If a client moves to a new address, or has a name change, or if any other information on the original form changes, circle "yes". If the intake form submitted is not an amendment, check "no." Only the client's name, Social Security number and the new information needs to be on the amended form. Below the "Amended" box, write the name as it appeared on the client intake form as it was originally submitted.
  - 5.5(h)(4) (T) Corrected: Indicate whether intake form submitted is a correction of a previously submitted form. If a client's name was originally submitted incorrectly, or if a Social Security number was submitted incorrectly, a new intake form must be prepared with the new or corrected information only. Below "Corrected" should be the incorrect information as it appeared on the client intake form as it was originally submitted.
  - 5.5(h)(5) The name of the agency providing the service goes in space (L) Provider. The client signs the form in the lower right-hand corner and dates the form in the lower left-hand corner of the form.
- 5.5(i) Completion of the **MARC Client Intake Form - Congregate Meals** is self-explanatory, with the following notes of clarification:
- 5.5(i)(1) Income: SSI refers to Supplementary Security Income.
  - 5.5(i)(2) Nutritional Status: This section is designed to determine which clients are at nutritional risk. The statements in the left hand column were selected to indicate the client's ability to meet their basic nutritional needs. Circle the number in the "Yes" column for each of the statements that apply to the client. Total the column and indicate whether the client is at nutritional risk.
- 5.5(j) Completion of the **MARC Client Intake Form – Home Delivered Meals**, an eight-page form, is self-explanatory with the following notes of clarification:
- 5.5(j)(1) Income: SSI refers to Supplementary Security Income.
  - 5.5(j)(2) Nutritional Status: This section is designed to determine which clients are at nutritional risk. The statements in the left hand column were selected to indicate the client's ability to meet their basic nutritional needs. Circle the number in the "Yes" column

for each of the statements that apply to the client. Total the column and indicate whether the client is at nutritional risk.

5.5(j)(3) **Functional Assessment:** This section is designed to furnish the service provider and MARC an overall assessment of the client's need for services. The items are divided into sections to indicate the client's ability to meet their needs and assess the availability of a support system. The first seven (7) items are the indicators of the client's ability to perform activities of daily living (ADL's). The next nine (9) items are related to the instrumental activities of daily living (IADL's).

The assessment portion of the form will consist of evaluating the client's ability in each of the areas/activities using the following numerical scoring key:

- 0 Client has no difficulty completing the task unassisted.
- 1 Client can complete the task with minimal difficulty.
- 2 Client can complete the task with moderate difficulty.
- 3 Client is totally dependent on assistance to complete the task.

The following numerical scoring will be used to assess the support or assistance which is available to the client from sources such as friends or family in each of the areas/activities:

- 0 Client receives no support or assistance to complete the task.
- 1 Client receives occasional support or assistance to complete the task.
- 2 Client receives regular, reliable support or assistance to complete the activity.
- 3 Client receives total support or assistance to complete the activity.

5.5(k) Completion of the **MARC Client Intake Form – In-Home Services**, a six (6) -page form, is self-explanatory, with the following notes of clarification:

5.5(k)(1) **Income:** SSI refers to Supplementary Security Income.

5.5(k)(2) Nutritional Status: This section is designed to determine which clients are at nutritional risk. The statements in the left hand column were selected to indicate the client's ability to meet their basic nutritional needs. Circle the number in the "Yes" column for each of the statements that apply to the client. Total the column and indicate whether the client is at nutritional risk.

5.5(k)(3) **Functional Assessment:** This section is designed to furnish the service provider and MARC an overall assessment of the client's need for services. The items are divided into sections to indicate

the client's ability to meet their needs and assess the availability of a support system. The first seven (7) items are the indicators of the client's ability to perform activities of daily living (ADL's). The next nine (9) items are related to the instrumental activities of daily living (IADL's).

The assessment portion of the form will consist of evaluating the client's ability in each of the areas/activities using the following numerical scoring key:

- 0 Client has no difficulty completing the task unassisted.
- 1 Client can complete the task with minimal difficulty.
- 2 Client can complete the task with moderate difficulty.
- 3 Client is totally dependent on assistance to complete the task.

The following numerical scoring will be used to assess the support or assistance which is available to the client from sources such as friends or family in each of the areas/activities:

- 0 Client receives no support or assistance to complete the task.
- 1 Client receives occasional support or assistance to complete the task.
- 2 Client receives regular, reliable support or assistance to complete the activity.
- 3 Client receives total support or assistance to complete the activity

5.5(l) Completion of the **MARC Client Intake Form – National Family Caregiver Support**, a three (3) -page form, is self-explanatory, with the following notes of clarification:

- 5.5(l)(1) All questions on page 1, page 2 and the top of page 3 refer to the caregiver, not the care recipient (the person age 60 and over).
- 5.5(l)(2) Questions regarding the care recipient are found at the bottom of the third (3rd) page of the form.

5.5(m) Completion of the **MARC Client Intake Form – Grandparent as Parents**, a three (3) -page form, is self-explanatory, with the following notes of clarification:

- 5.5(m)(1) All questions on page one (1), page two (2 ) and the top of page three (3) refer to the caregiver, the grandparent or other elderly relative in whose home the grandchildren reside.
- 5.5(m)(2) The name of each eligible grandchild, or eligible relative, must be listed on the third (3rd) page. The birth date of each must be listed next to their names, AND the relationship of the caregiver to each child must be placed in the third (3rd) column.

5.6 QUARTERLY COST REPORT AND INSTRUCTIONS FOR COMPLETION:

5.6(a) The Quarterly Cost Report is to be used by unit-based subrecipients and is intended to provide proof to MARC that the subrecipient is maintaining records which separate MARC and non-MARC related expenditures as a basis for auditing. **It is also intended to provide proof that the subrecipient is contributing to the cost of serving MARC clients, at least 25% of the total cost of the program, as specified in the contract.** The quarterly cost report should be submitted to MARC by the last day of the month following each quarter of the contract year.

5.6(b) The Quarterly Cost Report is completed as follows:

- 5.6(b)(1) Subrecipient Name and Address: Self-explanatory.
- 5.6(b)(2) Service: Self-explanatory.
- 5.6(b)(3) Months Reported: The first and last dates of the period for which information is being provided.
- 5.6(b)(4) Service Area(s): List the letter designation (A-N) of the service areas, or the name(s) of the senior center(s) covered by the contract.
- 5.6(b)(5) Contract Service Unit Rate: Enter the rate negotiated with MARC for the service and service areas which the report covers.
- 5.6(b)(6) Itemize actual costs on lines 1 through 11 (1-11) that have been incurred to provide the contracted service for MARC clients only.
- 5.6(b)(7) Column A: List budget amounts contained in the proposal budget that was developed to determine proposed unit rate (not more than 75% of the total cost of providing this service).
- 5.6(b)(8) Column B: List reimbursable costs for serving MARC clients during prior quarters of the contract year .
- 5.6(b)(9) Column C: List reimbursable costs for serving MARC clients during the current quarter of the contract year .
- 5.6(b)(10) Column D: The sum of column B and column C.
- 5.6(b)(11) Column E: Column A less column D.
- 5.6(b)(12) Column F: List the contributed services expenses contained in the proposal budget that was developed to determine in-kind match (at 25% of the total cost of providing this service).
- 5.6(b)(13) Column G: List contributed costs for serving MARC clients during prior quarters of the contract year .
- 5.6(b)(14) Column H: List contributed costs for serving MARC clients during the current quarter of the contract year .
- 5.6(b)(15) Column I: The sum of column G and column H.

- 5.6(b)(16) Column J: Column F less column I.
- 5.6(b)(17) Column K: The sum of column I and column D.
- 5.6(b)(18) Row 12: The total of column C.
- 5.6(b)(19) Row 13: The total of column H.
- 5.6(b)(20) Row 14: The total of column D.
- 5.6(b)(21) Row 15: The total of column I.
- 5.6(b)(22) Row 16: Column I divided by column K.
- 5.6(b)(23) At the top of the page the person preparing the report must type or print his/her name on the report and provide a telephone number for MARC to call if any questions should arise.
- 5.6(b)(24) Narrative Justification of In-Kind Contributions: The back of the Quarterly Cost Report will be used to give a brief justification of the value that has been attributed to the in-kind services for each line item. **In-kind matching contributions that are reported on the Quarterly Cost Report must be stated at fair market value.**
- 5.6(b)(25) The report must be reviewed, signed, and dated by the person authorized to certify the accuracy of the report.
- 5.6(c) State and local governments should consult OMB Circular A-87, and non-for-profit organizations should consult OMB Circular A-122, to determine allowable and reasonable costs.

5.7 QUARTERLY SERVICE NARRATIVE REPORT AND INSTRUCTIONS FOR COMPLETION:

- 5.7(a) The purpose is to insure a constant and consistent flow of information from the service provider to the AAA management staff and the COA policy committee.
- 5.7(b) The narrative format will be used to communicate complaints, concerns and/or problems that have occurred in relation to the MARC contract.
- 5.7(c) This format will also be used to report on special events or activities that have occurred during the quarter.
- 5.7(d) The subrecipient will report on progress towards meeting those requirements in the contract, service standards and/or manual that are not reflected in the tallying of service units, i.e., in-service training, outreach activities, compliance issues, etc.
- 5.7(e) The report will be in narrative format prepared by the project manager or designated representative utilizing the following outline as a guide.
  - 5.7(e)(1) **Response to Monitoring Issues and Areas of Non-Compliance**: The subrecipient will report progress towards meeting the non-compliance issues of monitoring findings, and meeting the

compliance issues specified in the RFP, contract and/or this manual that were found to be deficient.

- 5.7(e)(2) Special Activities or Events: The subrecipient will briefly describe any special events or activities during the quarter that enhance the overall effectiveness of the care system. It may include, but is not limited to, the following:
- special client activity
  - outreach program or event
  - staff training
  - community event/service
  - volunteer activity
  - services to institutionalized elderly
  - other
- 5.7(e)(3) Administrative Issues: Any event or circumstance that has impacted upon the subrecipient's ability to efficiently and effectively provide the service units as outlined in the contract. For example, why, if at the end of the second quarter, sixty-seven percent (67%) of the service units have been used, or why, if the subrecipient is a system-wide provider, Area I and K have not had services provided.
- 5.7(e)(4) Services Issues: The subrecipient has additional comments or concerns regarding the service definition, standards or coordination that they would like to have addressed and resolved. For example, referral agencies do not provide sufficient information on disability when requesting special transportation. Or for example, sufficient time is not allowed in the scheduling of meal delivery for the center administrator to verify number of meals received.
- 5.7(e)(5) Activities Undertaken to Target Services to Low-Income Minority Elderly: The subrecipient will summarize activities to inform potential low-income elderly recipients of available services.
- 5.7(e)(6) Proportional Services Provided to Low-Income: If low-income minority elderly are not receiving proportional amounts of service, discuss what contractor is doing to correct this problem.
- 5.7(e)(7) Other: Any other information that would assist the COA to better plan, coordinate and/or manage services to the eligible clients within the PSA.

5.7(f) The Quarterly Narrative Summary will be submitted in conjunction with the Quarterly Cost Report.

## 5.8 CATERER'S INVOICE

The "Caterer's Invoice" is used by all caterers to report the number of congregate and/or home delivered meals provided each month to each senior center under contract, and to request reimbursement and payment. The invoice must be submitted to MARC by each fifth (5th) working day of the month following service delivery.

## 5.9 SENIOR CENTER INVOICE

The “Senior Center Invoice” is used by all subrecipients providing senior center services throughout the MARC service area. No more than one-twelfth (1/12) of the contract amount may be requisitioned per month.

#### 5.10 MARC CLIENT CLOSURE SUMMARY

The “MARC” Client Closure Summary” applies to homemaker, personal care, adult day care, family caregiver respite and family caregiver case management services. The form is self-explanatory, but should be submitted along with the “Unit Cost Invoice”, and the “Client Summary Report by the fifth (5th) working day following the end of each month.

## **SECTION 6: AUDITS AND MONITORING**

- 6.1 Each subrecipient/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 subrecipient/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 subrecipient/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 subrecipient/contractor has been reimbursed inappropriately, the subrecipient/contractor shall immediately reimburse MARC the amount of ineligible funds.
- 6.2 Each subrecipient that is a state or local government or a non-profit organization is required to obtain an annual audit if at least Five Hundred Thousand Dollars (\$500,000.00) of federal funding, from all sources, is received. Such audit shall conform to standards contained in OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Institutions," as revised June 27, 2003, and shall be performed by an independent certified public accountant. The audit report shall contain a schedule of expenditures of federal awards and shall identify each federal award received from MARC by program year and federal program. Subrecipient shall submit to MARC the audit report within thirty (30) days of receipt from the audit firm.
- 6.3 Each subrecipient is required to complete at minimum annual reassessments of Home-Delivered Meals clients who receive meals on a schedule provided by MARC.



## SECTION 7: METHODS OF PAYMENT

- 7.1 Each subrecipient/contractor shall submit invoices and supporting documentation to MARC no later than the fifth (5th) working day of the month following service provision. All documents submitted shall be reviewed, and if found in order, approved and transmitted to the MARC Comptroller for payment, which shall be effected by the twenty-fifth (25th) day of the month following service provision, under normal circumstances.
- 7.2 MARC will not reimburse the subrecipient/contractor for expenses or services not designated in the contract, or in excess of the unit cost specified in the contract.
- 7.3 MARC may withhold or reduce payments under certain conditions. These conditions include:
- 7.3(a) Financial reports submitted by contractor are incorrect or incomplete.
  - 7.3(b) Reports of services provided are delinquent, incorrect or incomplete.
  - 7.3(c) Service delivery records do not correspond to the number of units for which reimbursement is requested.
  - 7.3(d) Concerning unit-based contracts, MARC will not reimburse for services provided to clients listed on the “Client Summary Report” without intake forms submitted to the MARC office at the appropriate time.
  - 7.3(e) The project is not being operated in compliance with the policies and procedures stated in this document, the contract and/or the service standards.
  - 7.3(f) Total contributed services reported are less than twenty-five percent (25%) of total services funding (Federal and Contributed Services).
  - 7.3(g) A requested advance for one month is in excess of the projected level of monthly expenditures.
  - 7.3(h) The funds received by MARC from funding sources are not sufficient to permit payment.
  - 7.3(i) Ideal usage each month will not exceed one-twelfth (1/12th) of the total contract amount. If invoice amounts exceed this level, it will be at the discretion of MARC as to whether a reimbursement request will be honored.
  - 7.3(j) All documentation required in the RFP and/or contract must be received and approved. Such documentation may include, but not be limited to, the following:
    - certificates of insurance
    - licenses and/or inspections
    - staff/volunteer training plans
    - client intake forms and/or assessment forms
    - responses to monitoring concerns
    - outreach plans
- 7.4 Advances will be made at the discretion of MARC when sufficient funds are available and when it is in the best interest of MARC. Not-for-profit entities shall have first priority in advance requests.

7.4(a) Under normal conditions, an advance will not exceed one-twelfth (1/12) of the total contract amount.

7.4(b) Subrecipients/Contractors may request subsequent advance payments by so indicating on the invoice.

7.5 **RECAPTURE OF PAYMENT:** In the event a subrecipient or contractor is advanced funds, or is paid one twelfth (1/12th) of a non-unit contract amount each month (senior center contracts), the subrecipient/contractor must document allowable expenses and in-kind contributions by submitting the “Quarterly Cost Report” in a timely manner to the MARC office. Other non-unit contracts that are reimbursed by use of the “Non-Unit Cost Invoice” must certify on that form that all expenses are allowable and eligible for reimbursement under the contract, and that in-kind contributions are being made and will meet with the 25% match requirement. Receipt of funds does not constitute the earning of these funds. If it is determined, through audit procedures, that a subrecipient/contractor has been reimbursed inappropriately, the subrecipient/contractor shall immediately reimburse MARC the amount of ineligible funds.

## **SECTION 8: INSURANCE AND BONDING**

- 8.1 Notwithstanding any other state or federal insurance requirements, each subrecipient/contractor shall prior to the effective date of an Agreement with MARC, and prior to the first date on which services are to be performed, provide MARC with a certificate of insurance, with MARC named as an additional insured, covering general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for any single accident or occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, with a minimum notification of cancellation of thirty (30) days to be sent to MARC. The certificate must list the corporate name of the contractor and may also list any applicable fictitious names registered with Missouri or Kansas. It is the responsibility of all primary subrecipients/contractors and all subcontractors to provide MARC with a valid certificate of insurance throughout the contract period.
- 8.2 All subcontractors will be held accountable to the same insurance requirements expected of the subrecipients/contractors. Subrecipients/Contractors must obtain appropriate insurance information from their subcontractor and forward this information directly to MARC.
- 8.3 Subrecipients/Contractors must have fidelity bonding coverage of 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.
- 8.4 If a subrecipient or contractor proposes to use a vehicle in the delivery of any service, MARC must be provided with a certificate of vehicle liability insurance, naming MARC as an additional insured, of at least Two Million Dollars (\$2,000,000.00) combined single limit coverage. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
- 8.5 For volunteers using their own vehicles, a procedure shall be in place to verify that the volunteer maintains adequate insurance according to state requirements, has a current drivers license, and understands his/her liability as a volunteer.
- 8.6 Each subrecipient or contractor shall provide MARC with a certificate of worker's compensation insurance coverage for all employees and volunteers. Coverage shall include: Statutory Coverage and Employers Liability Coverage (with the minimum amounts of \$100,000 each accident, a \$500,000 disease policy limit, and \$100,000 disease for each employee). A minimum notification of cancellation of thirty (30) days must be sent to MARC.
- 8.7 To qualify as a self-insured entity, primary subrecipients, contractors and subcontractors must comply with statutory and regulatory requirements of the State of Missouri or the State of Kansas regarding self-insurance and submit proof under the primary contract or the effective date of the contract whichever is earlier, naming MARC as an additional insured. Proof of compliance with state self-insurance requirements must include a letter from the state confirming compliance. Neither a surety bond nor a cash bond deposited with the Missouri Director of Revenue in compliance with Chapter 303 of the Revised Statutes of Missouri shall be adequate to comply with insurance requirements under the primary contract with MARC or under an approved subcontract. The insurer shall agree, in writing, to notify MARC in writing of any pending cancellation of coverage at least thirty (30) days in advance of cancellation.
- 8.8 All insurance shall be provided by a company licensed and admitted in the State of Missouri.



**SECTION 9: OUTREACH**

- 9.1 Outreach is establishing contact with an individual to inform him/her of available services. Each subrecipient is to establish an outreach program to ensure that eligible persons are informed of the available services.
- 9.2 Each subrecipient shall perform outreach to identify low income minority elderly for priority service at a level proportionate to their geographic distribution. Where the nature of the service allows, each subrecipient shall make special efforts to serve the moderately impaired, isolated and/or homebound elderly on a priority basis.
- 9.3 Each subrecipient shall give priority for service to those older people with the greatest social and economic need.



## **SECTION 10: TRAINING OF STAFF AND VOLUNTEERS**

- 10.1 All staff and volunteers involved in direct service provision to clients and/or service recipients should receive basic training and orientation in accord with the overall goals of the Commission on Aging and the care system.
- 10.2 The formal training and/or orientation of paid staff and volunteers shall include the following:
  - 10.2(a) Understanding the limits to which services can be provided by the subrecipient/contractor;
  - 10.2(b) Problems of the elderly and disabled;
  - 10.2(c) Methods of working with the elderly and disabled on basic communication skills and human relations skills;
  - 10.2(d) Sensitivity to special needs groups, i.e., minorities, and non-English speaking persons;
  - 10.2(e) Methods and procedures for accessing information and referral services; and
  - 10.2(f) Recognizing and reporting situations of potential imminent danger, including types and indicators of elder abuse, neglect, and exploitation.
  - 10.2(g) Methods and procedures for reporting to the Elderly Abuse and Neglect Hotline (1-800-392-0210).
  - 10.2(h) Drug-free workplace.
- 10.3 More specific training standards for paid staff and volunteers are contained in the service standards (Part III) for the specific service(s) to be provided.
- 10.4 Subrecipients/Contractors may request technical assistance from MARC staff to develop training curricula and materials.
- 10.5 Subrecipients/Contractors are required to maintain training logs documenting all project-related training activities for all employees. Employees should certify that they have received training, or training documentation, should be in their personnel files.



**SECTION 11: CLIENT FEEDBACK AND GRIEVANCE PROCEDURES**

- 11.1 Subrecipients and Contractors shall obtain the views of service recipients about the service they receive on an annual basis. This may be done by questionnaires, surveys, interviews, and/or consumer advisory groups.
- 11.2 Subrecipients and Contractors shall establish written procedures which provide a system through which service recipients may present grievances concerning the operation of the service program.
- 11.3 Service recipients shall be provided with written information regarding the availability of the grievance procedures.

