

MARC

MID-AMERICA REGIONAL COUNCIL

Aging and Adult Services

Policies & Procedures Manual
Programs Funded by Older Americans Act (OAA)

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- MARC Affirmative Action Program for Persons with Disabilities
- MARC Affirmative Action Program for Minorities and Women
- MARC Employee Handbook
- MARC Purchasing Policy

INTRODUCTION

This manual has been developed by the Department of Aging and Adult Services (AAS) of the Mid-America Regional Council (MARC) to assist nonprofit agencies and for-profit businesses delivering programs and services funded by the Older Americans Act (OAA) within the MARC planning and service area (PSA) in Missouri. These organizations, and their subcontractors, will be referred to as **providers** throughout this manual.

The network to serve older adults created by the OAA has three levels: federal, state and local.

- [Administration on Aging](#) (AOA), part of the Administration for Community Living (ACL), located within the U.S. Department of Health and Human Services, manages the federal level.
- The [Division of Senior and Disability Services](#), within the Missouri Department of Health and Senior Services, manages the state level, as the State Unit on Aging (SUA).
- [Area Agencies on Aging](#) manage programs and services at the local level.

MARC's 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 serve as the Area Agency on Aging (AAA) for Cass, Clay, Jackson, Platte and Ray Counties in Missouri. As the AAA for these counties, MARC has the responsibility to plan for and administer funds to assist older adults within the provisions and authority of the Older Americans Act of 1965, as amended. (Full text to be found at [19 CSR 15-4.020](#))

This Policies & Procedures Manual will outline the rules and regulations that guide MARC, as the AAA tasked with ensuring these services are delivered to older adults in these counties. By extension, they also apply to all providers funded by MARC, as well as any subcontractors they hire to deliver services. In addition to applying to MARC as the program planner and fund administrator for this region, they will also apply to MARC in the limited circumstances where the agency provides services directly to older adults.

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 programmatic and administrative requirements for both MARC and its contracted providers. Our goal is to ensure that all services are provided to eligible residents of the service area in an efficient, effective, and equitable manner in compliance with provisions of all applicable federal and state laws, regulations, and Executive Orders.

It is MARC's policy 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. MARC's Affirmative Action Policy and Affirmative Action Program for Individuals with Disabilities are attached in the Appendix. The agency will take affirmative action to ensure that minority business enterprises and service agencies shall have an equitable opportunity to participate in all aspects of program design, administration, and delivery.

MARC's Aging and Adult Services is committed to providing equal access to all individuals regardless of age, race, color, religion, sexual orientation, gender identity or expression,

national origin, disability, genetic information, or any other characteristic protected by law. As a provider, we adhere to inclusion and non-discrimination in all programs and activities.

Compliance with Federal and State Laws

MARC's Aging and Adult Services complies with all applicable federal and state laws, regulations, and executive orders regarding non-discrimination. This includes, but is not limited to, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964 (Title VII), and the Fair Housing Act (FHA).

Accessibility

MARC's Aging and Adult Services is committed to making our services accessible to individuals with disabilities. We strive to provide reasonable accommodations to ensure equal participation and full inclusion for all individuals.

Complaint Procedure

Any individual who believes they have been discriminated against or has a complaint regarding MARC's Aging and Adult Services' non-discrimination practices should file a complaint with our agency. The complaint procedure provides a fair process for investigating and resolving any discrimination issues.

Training and Education

MARC's Aging and Adult Services is committed to training and education for our employees, contractors, providers, and volunteers. This is to promote a culture of inclusion, non-discrimination, and awareness. We regularly update our policies and procedures to ensure compliance with applicable laws and regulations.

Conclusion

MARC's Aging and Adult Services values diversity and is committed to promoting equality and inclusion for all individuals. We are committed to providing a safe and respectful environment for all we serve. By adhering to the principles of inclusion, we strive to create a society where everyone has equal access to opportunities and services.

SECTION 1: LEGISLATIVE AUTHORITY

- 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 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.

1.2 Mission of the Area Agency on Aging

The regulations developed by the federal Administration on Aging to implement the Older Americans Act, as amended, contains a universal mission statement for Area Agencies on Aging throughout the United States. Local programs and area plans are to be developed consistent 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 proactively 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.
- 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 (SUA).

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

SECTION 2: MARC ORGANIZATIONAL STRUCTURE

- 2.1 MARC is a voluntary coalition of governments located on both sides of the state line in metropolitan Kansas City, serving 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.
- 2.2 MARC programs and services 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.
- 2.3 MARC's Executive Director and all departmental directors serve at the pleasure of the MARC Board of Directors. The composition and structure of the MARC Board can be found on the [MARC website](#). The Board meets monthly on the fourth Tuesday of each month.

The executive committee of the Board serves as the Budget and Personnel Committee, which approves all contracts and major purposes. The Committee is chaired by the Board Treasurer and is comprised of the chief elected officials of the twelve signatory member jurisdictions, which are the eight counties and the four largest cities within the region.
- 2.4 MARC's Department of Aging and Adult Services (AAS) is the designated Area Agency on Aging (AAA) for the Missouri portion of the metropolitan region.
 - 2.4(a) The MARC Board of Directors is the governing body for the AAA in accord with state and federal regulations.
 - 2.4(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 (PSA) and the activities of the Department of Aging and Adult Services. The goal of the COA is to improve the quality of life for older persons residing in the service area. The composition and structure of the COA can be found in their by-laws.

- 2.4(c) The staff of the MARC Department of Aging and Adult Services (AAS) provides staff support to the COA and its committees.
- 2.5 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 (SSBG). Other supplemental federal funding administered by the AAA, include Nutrition Services Incentive Program (NSIP) funds. State supplemental funds are provided by the State of Missouri through appropriations of general revenue funds to the Department of Highways and Transportation, and the Department of Health and Senior Services Division of Senior and Disability Services. Additional funds are provided by the local jurisdictions served by the agency and contributions from the general public. In addition, specific programs and/or services receive donor-designated contributions from United Way of Greater Kansas City.
- 2.6 Area Agencies on Aging are required to take a leadership role in the development of a comprehensive and coordinated service system for older adults.
 - 2.6(a) The service system includes all providers, funding agencies, planning agencies, and local governments.
 - 2.6(b) The AAA has the responsibility to assure that all older adult residents within the planning and service area receive the assistance they individually require in order to lead healthy, productive, and meaningful lives.
 - 2.6(c) The AAA has the responsibility to develop a plan that supports the creation and maintenance of a comprehensive coordinated service system.
 - 2.6(d) The funds provided to MARC's Department of Aging and Adult Services as the AAA are to be used to fund projects serving older adults that contribute to the development of a comprehensive coordinated system of services in the designated service area.
- 2.7 As an Area Agency on Aging, MARC is required to develop and submit an annual area plan to the State Unit on Aging (SUA) to obtain their approval in order to receive subgrants or contracts from the State of Missouri under the Older Americans Act. A uniform format for all AAAs in the state is established by the Missouri SUA to meet the following federal standards:
 - 2.7(a) Each plan shall provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, modernization, or construction of multipurpose senior centers (including a plan to use the

skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to individual work), within the PSA covered by the plan. Consideration must be given to, among things, the number of older individuals who have the greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in the PSA.

- 2.7(b) The plan shall provide assurances that an adequate proportion of the amount allotted to the service area under the [Title III B of the Older Americans Act](#) will be spent on the delivery of each of the following categories of service:
- 2.7(b)(1) Services associated with access to services, i.e. transportation, outreach, case management, care coordination, and information and assistance.
 - 2.7(b)(2) In-home services i.e., adult daycare, homemaker and personal care services, telephone reassurance, friendly visitation, minor home repair and maintenance, and supportive services for older adults and/or households impacted by Alzheimer’s disease and related disorders with neurological and organic brain dysfunction.
 - 2.7(b)(3) Legal assistance for both older adults and their eligible caregivers, to include the provision of legal advice and/or representation by an attorney, which includes counseling or presentation by a non-lawyer where permitted by law.
- 2.7(c) The area plan or plan amendments shall not be implemented until approved in writing by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services.
- 2.7(d) The area plan shall be amended under specific situations as [outline in the regulations](#), 19 CSR 15-4.160, Review, Submission, and Approval of Area Agency on Aging Area Plans and Plan Amendments.

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 include:
- 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 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.
- 3.3 The older adult 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 mobile and/or declining older adults who are still able to maintain an independent living environment with minimal assistance.
- 3.3(b) In-home or health services are targeted towards older adults who are more impaired and may need more consistent levels of assistance to maintain an independent, non-institutional, living environment.

SECTION 4: REQUIREMENTS FOR ALL PROVIDERS (including all Subcontractors)

- 4.1 The funds used by the AAA to support the services and activities authorized for their service area are governed by the regulations and requirements of the federal and state funding agencies noted above. In accepting funds from MARC, providers are accepting involvement in the full care system for older adults in the AAA with a commitment to contribute to the development of a coordinated community-based care system. This includes coordination with other providers in the service area to assure comprehensive delivery of services and reduce duplication.

Each provider, and their subcontractors, is bound by the same terms and conditions of applicable federal and state regulations as are imposed on MARC for proper administration of services under the agreement between the provider and MARC.

- 4.2 Providers will be required to comply with all applicable state and federal compliance requirements related to their programs, including:
 - Public Law 89-73, as amended through Public Law 116-131, enacted March 25, 2020 “Older Americans Act”
 - 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as amended
 - 19 CSR 15-4.250 Area Agency on Aging Nutrition Services Incentive Program
 - 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”
 - 45 CFR Part 84, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation”
 - 45 CFR Part 91, “Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance”
 - 45 CFR Part 92, “Nondiscrimination based on Race, Color, National Origin, Sex, Age, or Disability in health Programs or Activities Receiving Federal Financial assistance and Programs or

Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act.

- 19 CSR 15-4, "Older Americans Act" and 19 CSR 15-7 "Service Standards"

If any provider fails to comply with all applicable federal and state requirements AAA programs, MARC may withhold or suspend, in whole or in part, funds awarded under the contract, or recover misspent funds following an audit.

- 4.3 The provider shall meet all applicable state and local licensure and safety requirements for the provision of all services for which they receive MARC funding.
- 4.3(a) Each provider shall maintain, in its own corporate name, all currently required licenses, permits, bonds, and insurance required for carrying out services.
- 4.3(b) Each provider shall notify MARC immediately if any required insurance coverage, licenses, or other permits are canceled, suspended, or otherwise ineffective.
- 4.3(c) Providers shall allow only employees, paid or volunteer, holding current licenses, certifications, or registrations to perform those tasks, duties, or functions for which they are required by all state or local agencies, bodies, or boards.
- 4.3(d) Failure to maintain proper licenses, permits, bonds, and insurance shall be a basis for MARC disallowing all or partial payment for services or could result in the termination of agreement between MARC and the provider.
- 4.4 All facilities used to provide services funded by MARC shall be in compliance with all applicable state and local fire and safety laws.
- 4.4(a) Community Centers and other providers which prepare or serve food shall maintain safe and sanitary facilities and maintain compliance with all applicable state, county, and city health codes.
- 4.4(b) Each location shall be inspected annually by state or local health authorities. Documentation of the inspector's report, recommendation, and when and how any deficiencies were rectified shall be kept by the provider.
- 4.4(c) 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.

- 4.4(d) Each provider 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 provider and submitted to MARC.
- 4.5 Providers shall inform clients in writing of the role MARC plays as a funding source, using this language: “(Organization Name) provides this service using funding from the Mid-America Regional Council (MARC), the region’s Area Agency on Aging. MARC receives funding for the service from the federal Older Americans Act, which flows through the Missouri Department of Health and Senior Services.”
- 4.6 Provider staff, paid and volunteer, 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. Likelihood of serious physical harm means one or more of the following:
- A substantial risk that physical harm to any individual 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.
 - A substantial risk that physical harm will be inflicted by an eligible individual upon their own person, 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 individual will sustain such harm.
 - A substantial risk that physical harm will be inflicted by an eligible individual 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 individual will sustain such harm.
 - A substantial risk that further physical harm will occur to an eligible individual who has suffered physical injury, neglect, sexual or emotional abuse, or other maltreatment or wasting of his financial resources by another person.
- 4.7 Provider employees must report all instances of possible abuse, neglect, and/or exploitation of a client to the Missouri Department of Health and Senior Services [Adult Abuse and Neglect Hotline](#) or the Missouri Department of Social Services [Child Abuse & Neglect Hotline](#), as applicable, including all instances which may involve an employee of the provider agency.
- 4.8 In the event that an agency employee providing services to a client funded through MARC is suspected of abuse, neglect, and/or exploitation and is reported to the [Adult Abuse and Neglect Hotline](#) and/or the [Child Abuse & Neglect Hotline](#), MARC must also be notified at the time of the report to the

Hotline, along with the results of the Department's investigation, and the agency's subsequent actions.

- 4.9 With the consent of the older adult or their representative, providers should bring conditions or circumstances which place the older adult or their household in imminent danger to the attention of appropriate officials for follow-up.
- 4.10 Providers shall provide public information activities to ensure that older adults are informed of the services available in the area and have maximum opportunity to participate.
- 4.11 Providers shall have written training plans for all staff, paid and volunteer, that shall include orientation training, refresher training at appropriate intervals, and special focus on safety responsibilities and actions to be taken if an emergency occurs.
- 4.12 Providers who use volunteers shall develop a written plan for recruiting, orienting, training, supervising, and terminating volunteers.
- 4.13 Recognizing that human lives are impacted by multiple factors that may contribute to social and economic need, providers should prioritize services based on valid and reliable information and guided by professional experience. Programs should ensure specialized outreach to include and engage individuals who reside in communities and among populations who have been identified as underserved, such as urban, rural, Black, indigenous, and other people of color (BIPOC), as well as those with limited English-language proficiency.
- 4.14 Providers shall document how they intend to satisfy the service needs of individuals in the groups outlined in 4.13 above and prioritize services accordingly.
- 4.15 Providers shall obtain the views of service recipients about the services they receive.
- 4.16 Providers will provide MARC with all requested statistical and other information in order to meet its planning, coordination, evaluation, and reporting requirements as an Area Agency on Aging.
- 4.17 Providers must offer service recipients an opportunity to contribute to the cost of the service.
- 4.18 Means testing may not be used for any service supported by Older Americans Act funds. Refer to 4.13 for guidelines on setting service priorities.
- 4.19 Make arrangements for the availability of services to older persons in weather related emergencies.
- 4.20 Assist participants in taking advantage of benefits under other programs.
- 4.21 Providers must comply with the requirements of the [Drug Free Workplace Act of 1988, P.L. 100-690, Section 5151 through 5160.](#)

- 4.21(a) Publish a policy statement and give a copy to each employee stating that unlawful manufacture, use, possession or distribution of a controlled substance listed in [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. Each employee shall sign a form created by the provider 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.
- 4.21(b) 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 or contract between the provider and MARC to provide services.
- 4.21(c) Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; provider's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and provider's penalties for drug-free workplace violations.
- 4.21(d) Include in the published policy statement given to each employee a statement that each employee is required to abide by the policy and to notify the provider 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.
- 4.21(e) Notify MARC within ten (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.
- 4.21(f) Impose a sanction on or require satisfactory participation in a substance use disorder treatment program by any employee so convicted.
- 4.21(g) Make a good faith effort to continue to maintain a drug-free workplace.
- 4.22 No provider shall 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 older adult. All employees and volunteers having direct contact with older adults shall be checked against the [Missouri Department of Health and Senior Services Employee Disqualification List \(EDL\)](#) by the provider.

All applicants, paid or volunteer, for any position providing direct care shall:

- 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)
- 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)

- Disclose if the applicant is listed on the [Employee Disqualification List](#)
- 4.23 Provider 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](#).
- 4.24 A person may be hired and perform direct client services prior to the results of the criminal record check being received by the provider as long as they have responded negatively to the employment application question concerning criminal convictions that would disqualify them from direct care work under this contract.
- 4.25 Provider understands and agrees 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 provider and MARC, it shall constitute a material breach. MARC shall not make payment for any services provided in breach of this provision. Provider shall repay any payment for services performed in violation of this provision to MARC.
- 4.26 Providers shall be required to file a certification regarding lobbying, as set forth in [Appendix A of 45 CFR 93](#). Providers must file a disclosure form when an event requiring disclosure occurs. Each 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.
- 4.27 Each provider shall represent that it has, or will secure at its own expense, all personnel and equipment required to perform the services funded by MARC.
- 4.28 No individual person shall be an employee of MARC.
- 4.29 All employees, whether paid or volunteer, engaged in work funded by MARC shall be fully qualified.
- 4.30 Each provider will comply with all applicable standards for the service for which it has an agreement or contract with MARC which are specified by the Missouri Division of Senior and Disability Services or other state agencies or included in the MARC Program Requirements for that Service.
- 4.31 Providers shall understand and agree that MARC reporting requirements may include 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.

- 4.32 Upon MARC's request, providers shall attend relevant committees, task forces, or special meetings relating to their area of service. The cost incurred by the provider for attending mandatory meetings shall be deemed part of the cost of doing business.
- 4.33 Providers shall implement procedures to ensure non-discrimination on the basis of disability ([Vocational Rehabilitation Act of 1973, P.L. 93-112, Section 504](#), and [the Americans with Disabilities Act \(ADA\) of 1990, P.L. 101-336](#)). Regarding ADA, compliance is achieved by:
- identification of access barriers (completion of the ADA checklist);
 - removal of reasonably and easily correctable barriers;
 - establishing and annually updating a written corrective action plan for addressing all other noncompliance issues, and
 - establishing and maintaining written alternative service plans in all instances where facilities are not accessible.
- 4.34 MARC's Affirmative Action Policy and Affirmative Action Program for Individuals with Disabilities are attached in the Appendix. All providers shall comply with the following Equal Opportunity and Affirmative Action requirements:
- 4.34(a) All providers 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 providers must also agree not to restrict access to services on the grounds of sex or religion.
- 4.34(b) All providers 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 their disability. A contagious disease such as tuberculosis can be a disability for this purpose (see [School Board of Nassau County, Florida v. Arline, 107 S.Ct. 1123, 94 L.Ed.2d 307 \(1987\)](#)). 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.
- 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.
- 4.34(c) Providers who have fifty (50) or more employees and annual contract(s) 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](#).

4.34(d) All providers 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 \(P.L. 92-318\)](#).

4.34(e) All providers 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.

Furthermore, all providers are required to ensure that members of the LGBTQ+ community are welcome as clients, employees, contractors, and volunteers.

4.35 All providers that receive in excess of \$100,000 in a single year 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).

4.36 Providers receiving MARC funding must file all tax forms required by the IRS, as well as all applicable state and local government agencies, on a timely basis, whether they are a tax-exempt 501(c)3; a for-profit corporation, partnership, or individual; or a government entity.

4.37 Providers receiving MARC funding must comply with all requirements of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\), Public Law 104-191](#), if they are deemed a "covered entity" under the law. All providers providing services as part of the AAA network (i.e., 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 all HIPAA standards.

4.38 No provider shall knowingly hire for employment or continue to employ an unauthorized resident to perform work within the State of Missouri. No provider shall knowingly hire for employment or continue to employ an unauthorized resident to perform work in connection with the services related to any MARC agreement for the duration of such agreement, in accordance with [subsection 2 of section 285.530 RSMo](#).

In order to meet this requirement all providers shall maintain enrollment and participation in the [E-Verify](#) federal work authorization program, and annually provide a completed, notarized State of Missouri Department of Purchasing [Affidavit of Work Authorization](#), which will be supplied by MARC and submitted to MARC attesting to this. Providers must furthermore complete a [Business Entity](#)

[Certification](#) prior to the award of any contract with MARC, which will also be supplied by MARC.

- 4.39 In accordance with [285.525 to 285.550, RSMo](#) no provider shall be liable when a subcontractor violates Subsection 1 of section 285.530, RSMo if the contract binding the subcontractor affirmatively states that:
- the subcontractor is not knowingly in violation of Subsection 1 of section 285.530, RSMo; and
 - the provider receives a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 4.40 All providers are required to maintain administrative and service provision records for a five-year period.

SECTION 5: ELIGIBILITY FOR SERVICES

- 5.1 The Older Americans Act addresses the needs of all persons aged sixty (60) and above. Priority is to be given to older persons as outlined in 4.13 above.
- 5.2 Caregivers are also eligible for many services funded and provided by MARC's Department of Aging and Adult Services (AAS). The federal government [defines a caregiver](#) to be an adult family member or other individual who is an informal caregiver of in-home and community care to an older adult or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain disfunction. This includes:
- 5.2(a) A caregiver, eighteen (18) or over, caring for an individual of age sixty (60) or over.
- 5.2(b) Adult family members or other informal caregivers of age eighteen (18) or older providing care to individuals of any age with Alzheimer's disease and related disorders.
- 5.2(c) A parent, of at least age 55, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability who lives with and is the informal provider of in-home and community care for an individual with a disability who is 18-59 (inclusive).
- 5.2(d) A grandparent, step-grandparent, or other relative (other than the parent), by blood, marriage, or adoption, of the child, and who is at least age fifty-five (55); is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally.
- 5.3 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 18-59 (inclusive). MARC currently utilizes SSBG funds to support only congregate and home-delivered meals programs and transportation services.

For both nutrition programs (congregate and home delivered meals), a spouse, under the age of 60, married to and living with an eligible client, by virtue of age, is also eligible when it is determined to be of benefit of the client.

A person under the age of 60, who volunteers at a center to provide assistance in the provision of a nutrition program, is also eligible to receive a meal.

SECTION 6: MARC PROPOSAL PROCESS -- SOLICITATION, REVIEW, AND SELECTION

- 6.1 All procurement of supplies, equipment, services, etc., where the total estimated expenditure exceeds \$50,000, shall be formally advertised and proposed.
- 6.2 Public notice inviting proposals shall be published on the MARC website and online with [Demand Star](#).
 - 6.2(b) Copies of the public notice will be sent to those organizations and/or agencies who have requested to be placed on the "potential subcontractors/contractor's list" for services for older adults.
 - 6.2(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 at MARC for correspondence or questions concerning the specifications, and a time and place for the opening of the proposals.
- 6.3 The formal proposal document containing the specifications will be issued as a Request for Proposal (RFP) upon authorization by MARC's Board of Directors
- 6.4 The proposal document will contain the following information:
 - Copy of the public notice as submitted for publication
 - Program background and overview
 - Definition, specifications, and performance standards for the service or product requested
 - Geographic service area definitions
 - Administrative requirements
 - Contract/program performance period
 - Project monitoring and evaluation

- Civil rights compliance requirements
 - Criteria for evaluation of proposals
 - Appeals process
 - Instructions for submission of proposal
 - Copies of required forms with instructions for completion
- 6.5 An RFP review conference will be conducted by MARC's Department of Aging and Adult Services (AAS) staff a minimum of twenty-five (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.
- 6.6 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.
- 6.7 Contracts shall be awarded to the lowest and best respondent. In addition to price the following shall also be considered:
- 6.7(a) The ability to perform successfully under the terms and conditions of the proposal.
 - 6.7(b) Past performance records as verified by monitoring reports and audits will be considered for any respondent who has previously provided services to MARC. Monitoring will take place annually by the program staff.
 - 6.7(c) The Women and Minority business goals of MARC.
 - 6.7(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.
 - 6.7(e) Preferences of participants as expressed through monitoring reports, surveys and committee reviews.
 - 6.7(f) Conformance to service standards stated in the proposal document.
 - 6.7(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.
 - 6.7(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.
- 6.8 All proposals received by the stated deadline will be screened by MARC staff for completeness and conformance. All incomplete and or non-conforming proposals will be rejected.

- 6.8(a) All proposals received after the closing date and hour will be rejected and the applying organization will be notified of such.
 - 6.8(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.
 - 6.8(c) Recommendations will be forwarded to the Commission on Aging for review and comment.
 - 6.8(d) The Commission on Aging will recommend providers to provide the requested services to the MARC Board of Directors.
 - 6.8(e) The Board of Directors will approve or disapprove providers and authorize contract negotiations and signature.
- 6.9 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.

SECTION 7: DISASTER PREPAREDNESS

- 7.1 As an Area Agency on Aging, MARC is required to develop a disaster preparedness plan for its service area. Each provider is to be integrated into the disaster plan as appropriate.

Each provider will submit written policies and procedures to MARC to be followed when an emergency or disaster situation occurs and shall maintain the written plan and provide appropriate training to staff, both paid and volunteer. The policies and procedures should include:

- Definitions of types of emergencies and disasters to be responded to (fire, tornadoes, flood, inclement weather, etc.);
- Specification of the person/position responsible for arranging response and communication with MARC staff; and
- Identification of procedures to be followed and services to be provided.

SECTION 8: CONFIDENTIALITY

- 8.1 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:

- 8.1(a) Designated employees of the Federal Administration on Aging Regional Office
- 8.1(b) Designated employees of the Missouri Department of Health and Senior Services, Division of Senior and Disability Services
- 8.1(c) Designated employees of the AAA or provider
- 8.1(d) Court of competent jurisdiction, when subpoenaed
- 8.2 Any person who signs an application or a sign-in sheet shall be made aware that their signature means their consent is given for the use of identifying information for administrative purposes, program monitoring, and evaluation.
- 8.3 Lists of names of older adults shall be used for the purpose of providing services and shall not be distributed, released, sold or used for any other reason.
- 8.4 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
 - 8.4(a) identifies the individual, agency, or organization to whom the information is to be released;
 - 8.4(b) indicates specifically what information is to be released; and
 - 8.4(c) specifies the date (inclusive) for which the written consent is valid.
- 8.5 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.
- 8.6 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. Furthermore, all appropriate measures must be taken to assure the confidentiality and security of electronic records.
- 8.7 MARC is subject to and must comply with all provisions of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#).
- 8.8 MARC's Aging and Adult Services (AAS) is committed to transparency, accountability, and the public's right to access public records. This document outlines AAS's policy for the release of public records in accordance with the [Missouri Sunshine Law](#) (Chapter 610 of the Revised Statutes of Missouri).
 - 8.8(a) The purpose of this policy is to establish guidelines for the release of public records maintained by AAS to ensure open access to government

information and to promote the public's trust and confidence in AAS operations.

- 8.8(b) This policy applies to all public records maintained by AAS, including but not limited to financial records, correspondence, reports, records related to public meetings, and records pertaining to the agency's decision-making process.
- 8.8(c) Public records are defined as all records, regardless of physical form or characteristics, that are in the possession of or under the control of AAS and are made, received, or kept by the agency. This includes both electronic and printed records.
- 8.8(d) AAS is responsible for fulfilling its obligations under the Missouri Sunshine Law by ensuring that public records are disclosed in a timely manner and at a reasonable cost. The agency shall:
- Respond to requests for public records within three business days of receiving the request unless additional time is required by law or exceptional circumstances exist.
 - Provide access to the requested records unless the records are exempt from release.
 - Maintain the privacy and confidentiality of records that are exempt from release by law.
 - Protect the integrity and security of public records and prevent unauthorized access, modification, or disclosure.
- 8.8(e) The Missouri Sunshine Law allows certain public records to be exempt from release. The following exemptions apply to AAS:
- Personally Identifiable Information: Records containing personal information about individuals, including social security numbers, date of birth, home addresses, and other private information, are exempt from release without the written authorization of the individual.
 - Confidential Information: Records that contain confidential or proprietary information, such as trade secrets or privileged information, are exempt from release.
 - Security Measures: Records that contain security measures or methods, including confidential access codes or protocols, are exempt from release.
 - Health Records: Records related to an individual's health, including medical records, are exempt from release without the individual's written authorization.

- Financial Records: Records directly related to the agency's financial management, including bank statements and financial information, are exempt from release without the consent of the agency's governing board.
- Pending Litigation: Records related to pending litigation or potential litigation are exempt from release until the litigation is concluded.
- Other Exemptions: Records that are specifically exempt from release by law are exempt from disclosure.

8.8(f) AAS shall follow the following procedures when responding to requests for public records:

- Request for Information: Individuals shall make requests for public records in writing, specifying the records sought and providing contact information to facilitate communication.
- Identifying Records: AAS shall promptly identify and locate the records requested. If records are found, AAS shall provide a written response indicating whether the records are releasable or subject to an exemption.
- Exemption Determination: If the requested records are being withheld due to an exemption, AAS shall provide a written explanation of the exemption and cite the relevant section of the Missouri Sunshine Law.
- Access and Copies: If the requested records are releasable, AAS shall make them available for inspection and copying during regular business hours. Copies will be provided at a reasonable cost.
- Fees: AAS shall charge a reasonable fee for copying records, as permitted by the Missouri Sunshine Law if extensive copying or labor costs are present.

SECTION 9: PROJECT MANAGEMENT

- 9.1 All projects funded by MARC are expected to be administered according to the acceptable standards and principles of good, sound management.
- 9.2 MARC encourages providers to utilize the services of [Disadvantaged Business Enterprises](#) and suppliers in carrying out the performance of agreements with MARC.
- 9.3 All providers shall name a single point of contact within thirty (30) days of the beginning of the contract period who will represent the provider in the performance of the agreement between MARC and the provider. Any subsequent

change in this point of contact shall be reported to MARC within two (2) weeks of the change.

9.4 All providers shall provide MARC with a copy of their most recent Annual Registration Report filed with the Missouri or Kansas Secretary of State

9.5 MARC offices will be closed, and services suspended, on the following holidays:

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
Juneteenth - June 19
Independence Day - July 4
Labor Day - first Monday in September
Veterans Day - November 11
Thanksgiving Day - fourth Thursday in November
The day after Thanksgiving - fourth Friday in November
Christmas Day - December 25

Each provider shall establish procedures for publicizing their own holiday schedule and ensuring that service recipients are informed. Services delivered on days designated as holidays will not be reimbursed unless the contractor has obtained prior written authorization from MARC.

Providers shall also adopt an inclement weather policy as appropriate to their service delivery system and ensure that service recipients are informed.

SECTION 10: SUBCONTRACTS

10.1 The primary provider may, after obtaining MARC's written approval, subcontract a portion of its MARC funded services to other providers. To obtain MARC approval, the primary provider and the proposed subcontractor must agree to all applicable requirements set forth in the primary contract. Municipalities administering programs are exempt from this requirement.

10.2 Prior to MARC approving a subcontract, the primary provider must submit to MARC a written copy of the proposed agreement, 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.

10.3 All approved subcontractors will be considered primary providers by MARC. During the effective dates of each contract, 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 exempt from this requirement.

SECTION 11: AUDITS AND MONITORING

- 11.1 Each provider is required to submit to an 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 provider shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with all reporting procedures established by MARC. Monitoring will take place annually by the program staff. Each provider 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 provider has been reimbursed inappropriately, the provider shall immediately reimburse MARC all ineligible funds.
- 11.2 Each subcontractor that is a state or local government or a non-profit organization is required to obtain an annual audit if at least Seven Hundred and Fifty Thousand Dollars (\$750,000) of federal funding, from all sources (including MARC), is received. Such audit shall conform to standards contained in the [OMB Single Audit requirements \(2 CFR, Part 200, Subpart F\)](#) 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. The subcontractor shall submit to MARC the audit report within thirty (30) days of receipt from the audit firm.

SECTION 12: METHODS OF PAYMENT

- 12.1 Each provider 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 issued by the twenty-fifth (25th) day of the month following service provision.
- 12.2 MARC will not reimburse the provider for expenses or services not designated in the contract, or in excess of the unit cost specified in the contract.
- 12.3 MARC may withhold or reduce payments under certain conditions. These conditions include:
 - 12.3(a) Financial reports submitted by provider are incorrect or incomplete.
 - 12.3(b) Reports of services provided are delinquent past 90 days, incorrect, or incomplete.
 - 12.3(c) Service delivery records do not correspond to the number of units for which reimbursement is requested.

- 12.3(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.
- 12.3(e) The project is not being operated in compliance with the policies and procedures stated in this document, the contract, and/or the documented Program Requirement standards.
- 12.3(f) Total contributed services reported are less than twenty-five percent (25%) of total services funding (Federal and Contributed Services).
- 12.3(g) A requested advance for one month is in excess of the projected level of monthly expenditures.
- 12.3(h) The funds received by MARC from funding sources are not sufficient to permit payment.
- 12.3(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 MARC’s discretion as to whether a reimbursement request will be honored.
- 12.3(j) All documentation required in the RFP and/or contract must be received and approved. Such documentation may include, but not be limited to:
- Certificates of insurance
 - Licenses and/or inspections
 - Staff/volunteer training plans
 - Client intake forms and/or assessment forms
 - Responses to monitoring concerns
 - Outreach plans
- 12.3(k) Noncompliance with this document, MARC contracts, and/or MARC program requirements is grounds for nonpayment.
- 12.4 In the event a provider is paid a pro-rated amount, based on the number of months of services provision under a non-unit agreement, the provider must document allowable expenses and in-kind contributions by submitting the “Quarterly Cost Report” in a timely manner to the MARC office. They must certify that all expenses are allowable and eligible for reimbursement under the contract and that in-kind contributions are being made and will meet the 25% match requirement. Receipt of funds does not constitute the earnings of these funds. If it is determined, through audit procedures, that a provider has been reimbursed

inappropriately, the provider shall reimburse MARC the amount of ineligible funds immediately upon notification.

SECTION 13: MINORITY BUSINESS ENTERPRISE (MBE) POLICY

- 13.1 The MARC Executive Director shall be charged with the responsibility for the administration of this policy and the development of a formal Minority Business Enterprise (MBE) Affirmative Action Program in accord with [Title VI of the Civil Rights Act of 1964, as amended](#), [Executive Order Number 11625](#), and the orders and regulations of those public entities (i.e., Department of Housing and Urban Development; Department of Health and Human Services; Department of Transportation; City of Kansas City, Missouri, etc.) affected.
- 13.2 The Executive Director shall designate the Director of Finance and Administration as the central authority responsible for controlling purchases, for implementing the MBE Affirmative Action Program, and for integrating those principles and objectives into the procurement policies and procedures of MARC as adopted by the MARC Board.
- 13.3 The objectives of the MBE Minority Business Affirmative Action Program of MARC shall be:
- To provide support and encouragement to the minority business enterprises within the geographic area served by MARC;
 - To utilize MBE's to the maximum extent feasible in carrying out the programs and activities of MARC;
 - To encourage member jurisdictions to include MBE's in their purchasing/contracting systems and activities;
 - To solicit broad-based community involvement in the identification of potential minority providers, contractors and/or suppliers;
 - To require that all firms responding to requests for proposals and competitive proposals from MARC have formally developed and adopted, or are in the process of developing and adopting, affirmative action programs for both employment, contracting, and purchasing as required by applicable federal laws;
 - To encourage existing and potential providers, contractors and suppliers to support MBE's through the development of joint ventures and/or subcontracts;
 - To inform all existing and potential providers, contractors and suppliers, minority economic development agencies and organizations that MARC has adopted and implemented this policy in support of minority business enterprises; and

- To inform all MARC employees of the adoption of an MBE policy statement and to require that all managers and supervisors be familiar with the MBE/AAP and adhere to the provisions therein.

SECTION 14: CLIENT FEEDBACK AND GRIEVANCE POLICY

- 14.1 Providers shall obtain the views of clients about the service they receive on an annual basis. This may be done by questionnaires, surveys, interviews, and/or consumer advisory groups.
- 14.2 Providers shall establish written procedures which provide a system through which service recipients may present grievances concerning the operation of the service program.
- 14.3 Service recipients shall be provided with written information regarding the availability of the grievance procedures.
- 14.4 When an aggrieved person chooses to present a grievance to a MARC provider:
- 14.4(a) The aggrieved person shall document allegations in writing to the provider and to the MARC Director of Aging and Adult Services.
- 14.4(b) The provider shall acknowledge the grievance in writing within three (3) business days of receipt and address it to the MARC Director of Aging and Adult Services.
- 14.4(c) Provider shall investigate the allegation, document findings and corrective action (if appropriate) in a written report and distribute report to the aggrieved person and the MARC Director of Aging and Adult Services of the findings within ten (10) business days of initial grievance receipt.
- 14.4(d) If the aggrieved person is unsatisfied with the report, they may request, in writing, a hearing before the Commission on Aging (“the Committee”). The written request must be directed to the Director of Aging and Adult Services and must contain an explanation why the provider’s proposed solution was unacceptable.
- 14.4(e) Upon receipt of the written request for a hearing, the Director of Aging and Adult Services shall schedule a time for the aggrieved person to appear before the Committee and notify the person and provider of the time.
- 14.4(f) At the hearing, the aggrieved person shall have the opportunity to present their case in a reasonable period of time, as determined by the committee. An equal amount of time shall be granted to the provider to present its case. The Committee shall have the opportunity to question the participants in order to clarify the facts. After the Committee has deliberated to its satisfaction, a determination shall be made and a

written report presented that outlines the issues and reasons for the outcome.

- 14.4(g) The aggrieved person may request that COA review the findings at its next meeting. The COA shall review the report, question the participants as necessary, and make a determination.
- 14.5 When an aggrieved person chooses to present a grievance directly to MARC rather than to the provider:
 - 14.5(a) The aggrieved person shall document the allegations in writing and send to the MARC Director of Aging and Adult Services.
 - 14.5(b) The Director of Aging and Adult Services shall acknowledge receipt of the grievance in writing within three (3) business days of receipt;
 - 14.5(c) The Director of Aging and Adult Services shall investigate the allegation, document findings and corrective action (if appropriate) in a written report to aggrieved persons within ten (10) business days of initial grievance receipt;
 - 14.5(d) If the aggrieved person is unsatisfied with the report, they may request, in writing, a hearing before the Commission on Aging. The written request must be directed to the Director of Aging and Adult Services and must contain an explanation why the proposed solution was unacceptable.
 - 14.5(e) Upon receipt of the written request for a hearing, the Director of Aging and Adult Services shall schedule a time for the aggrieved person to appear before the COA and notify the person and the provider of the time.
 - 14.5(f) At the hearing, the aggrieved person shall have the opportunity to present their case in a reasonable period of time, as determined by the Committee. An equal amount of time shall be granted to the provider to present its case. The Committee shall have the opportunity to question the participants in order to clarify the facts. After the Committee has deliberated to its satisfaction, a final determination shall be made and a written report drafted outlining the issues and reasons for the outcome.
- 14.6 A grievance (appeal) procedure is available to any respondent that submitted a complete and viable proposal in response to a Request for Proposal (RFP) for services offered through MARC's Aging and Adult Services Department that was denied.
 - 14.6(a) The preliminary provider list will be approved by the MARC Board of Directors at its regular meeting in April. A formal response will be sent to all respondents officially notifying them of the Board's recommendations subsequent to the meeting. The formal response will be submitted via electronic or first-class mail.

- 14.6(b) Respondents wishing to submit an appeal to the preliminary provider list will be informed of the deadline for submission. The appeals request must be addressed to the Executive Director of MARC and must specify the reason for appeal. The person who was authorized to submit the original proposal must also be the person to submit the appeal.
- 14.6(c) An appeals committee will be appointed by the Director of Aging and Adult Services. The members of the appeals committee may be selected from the following categories and will be supported by MARC staff:
- Members of the MARC Commission on Aging (COA);
 - Outside parties (non-COA members) who are knowledgeable in the field of social services and/or public service provision;
 - Members of the MARC Board of Directors.
- 14.6(d) The Appeals Committee will be convened prior to the May COA meeting. The exact date, time and location will be determined once the need to convene an appeals committee has been determined. A meeting packet containing the date, time, and the agenda for the meeting will be sent in writing to all affected entities prior to the meeting.
- 14.6(e) The information contained in the meeting packet will include rules for the conduct of the appeals hearing. The basic format of the agenda will be as follows:
1. Introductions and approval of agenda;
 2. Presentation of issues to be resolved;
 3. Formal presentation by the respondent. This presentation must be made by the same authorized person who submitted the proposal appeal, or a representative authorized in writing by the respondent; and
 4. Responses by other entities impacted by the appeal.
- 14.6(f) The Appeals Committee will meet in executive session immediately following the hearing to determine and formulate findings. A written notice of the findings and recommendations of the Appeals Committee will be sent to the respondent within five (5) working days of the meeting.
- 14.6(g) The report of the Appeals Committee will be submitted to the Commission on Aging at its May meeting. The Commission will review the report and either accept the findings and recommendations or provide an alternate remedy to the issues presented. An alternate remedy may include a revision in the recommended providers list for the coming program year/contract period. The Commission's action will be

incorporated into its final contract recommendations and forwarded to the MARC Board of Directors.

14.6(h) A formal notification of findings and disposition will be provided in writing with the notice of final contract authorization within five (5) working days following the MARC Board of Directors' final contract determination. This letter will:

- Include the reasons for the final determination and identify the evidence or criteria upon which the decision was based, and
- Inform the respondent that after exhausting the MARC appeals process, the respondent may file a written request to the Missouri Division of Senior and Disability Services for mediation within fourteen (14) calendar days of the receipt of final determination from MARC.

14.6(i) Any provider whose application to provide service is denied may file a written request with the Division of Senior and Disability Services, Missouri Department of Health and Senior Services for mediation within fourteen (14) calendar days of receipt of final determination from MARC. The option is available to:

- Provider applicants whose application to provide service is denied; and
- Providers whose subgrant or contract is terminated or not renewed.

14.7 A grievance (appeal) procedure is available to any provider whose contract with MARC is terminated or not renewed or any provider whose contract with a primary provider is terminated or not renewed.

14.7(a) Termination of a contract is defined as a contract that is canceled during the course of the program year. Non-renewal of a contract applies to any contract that has been awarded to a provider for a service that has been solicited on a multi-year basis but is not renewed at the end of a program prior to the end of the multi-year period.

14.7(b) The provider shall submit a letter to the MARC Director of Aging and Adult Services within ten (10) business days of the date of termination or non-renewal notice. The letter must state specific reasons why such termination/non-renewal should not be affected and request resolution of the dispute.

14.7(c) The Director of Aging and Adult Services shall acknowledge receipt of the grievance within three (3) business days.

- 14.7(d) A meeting with MARC's Executive Director shall be scheduled to resolve the dispute. The Executive Director shall document the resolution in a letter to the provider no later than ten (10) business days after meeting.
- 14.7(e) If a provider is unsatisfied with the Executive Director's resolution, the provider may request a hearing before the MARC Budget & Personnel Committee. Such request must be in writing and received at MARC no later than five (5) business days after notice of resolution.
- 14.7(f) MARC shall acknowledge receipt of the hearing request no later than three (3) business days after request receipt.
- 14.7(g) The MARC Budget & Personnel committee shall consider the dispute at its next scheduled meeting. The committee shall rule on the dispute in one of these ways:
- Remand the dispute to the Executive Director for reconsideration within a specified period of time; or
 - Overrule the Executive Director's decision, in favor of another decision; or
 - Concur with the Executive Director's decision.
- 14.7(h) If provider remains unsatisfied with MARC's final decision, they may appeal to the Missouri Division of Senior and Disability Services for mediation.

SECTION 15: INSURANCE AND BONDING

- 15.1 Notwithstanding any other state or federal insurance requirements, each provider 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) for any single accident or occurrence and Two Million Dollars (\$2,000,000) 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 providers to provide MARC with a valid certificate of insurance throughout the contract period.
- 15.2 All subcontractors will be held accountable to the same insurance requirements for primary providers. Providers must obtain appropriate insurance information from all subcontractors and forward directly to MARC.
- 15.3 Providers must have fidelity bonding coverage of at least Fifty Thousand Dollars (\$50,000) 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.

- 15.4 If a provider 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) combined single limit coverage. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
- 15.5 For volunteers using their own vehicles, the provider must have a procedure to verify that the volunteer maintains adequate insurance according to state requirements, has a current driver's license, and understands their liability as a volunteer driver.
- 15.6 Each provider 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.
- 15.7 To qualify as a self-insured entity, all providers 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.
- 15.8 All insurance shall be provided by a company licensed and admitted in the State of Missouri.

SECTION 16: TRAINING FOR STAFF, PAID AND VOLUNTEER

- 16.1 All paid 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 Area Agency on Aging and the coordinated community-based care system.
- 16.2 Formal training and/or orientation of paid staff and volunteers shall include:
 - 16.2(a) Understanding the limits of services provided by the provider;
 - 16.2(b) Problems of older adults and people with disabilities;

- 16.2(c) Methods of working with older adults and people with disabilities, including training on appropriate communication skills and human relations skills;
- 16.2(d) Sensitivity to individuals who have been identified as underserved, such as urban, rural, Black, indigenous, and other people of color (BIPOC), as well as those with limited English-language proficiency;
- 16.2(e) Methods and procedures for accessing information and referral services;
- 16.2(f) Recognizing and reporting situations of potential imminent danger, including types and indicators of abuse, neglect, and exploitation of older adults and people living with disabilities.
- 16.2(g) Methods and procedures for reporting to the Missouri Department of Health and Senior Services [Adult Abuse and Neglect Hotline](#);
- 16.2(h) Requirements for a drug-free workplace.
- 16.3 More specific training standards for provider staff, paid and volunteer, are contained in Program Requirements for each MARC-funded program.
- 16.4 Providers are encouraged to request assistance from MARC staff in developing training curricula and materials. Technical assistance and support is also available for technology issues.
- 16.5 Providers are required to maintain training logs documenting all project-related training activities for all employees, paid and volunteer. Training documentation for all employees should be kept in their personnel files.

SECTION 17: DENIAL OF SERVICE (SUSPENSION)

- 17.1 The following comprehensive suspension policy is provided as guidance for circumstances requiring temporary and/or permanent denial of service. Providers are required to provide a copy of this policy to clients.
- 17.2 Temporary Denial of Service (Suspension) by Provider -- Providers may deny service to (suspend) a client for up to five consecutive working days without MARC's prior written approval due to problems with the client. The provider is required to maintain full and complete documentation of the events and circumstances causing the denial of service to a client.
 - 17.2(a) A written warning of an impending denial of service (suspension) specifying the nature of the reasons and containing copies of relevant Incident Reports should be mailed to the client that is subject to suspension, when possible. If the activities subjecting the client to suspension are not corrected as specified in the warning, the client may

be suspended. The provider is required to maintain written documentation of the events leading up to and resulting in the suspension.

17.2(b) Circumstances that involve the safety of staff, volunteers, other clients, or innocent bystanders, shall be considered cause for an immediate suspension followed by written documentation and notification from the provider to the suspended client.

17.2(c) Examples of client problems that may (at the discretion of the provider) lead to suspension include, but are not limited to:

- Unresponsiveness after two (2) consecutive documented attempts to reach the client.
- Frivolous scheduling of services and/or cancellations
- Theft from staff, volunteers, or other clients
- Intentional misrepresentation of fact
- Use of obscenities, profanity, or other offensive language
- Violence (either by threat or by act)
- Intentional harassment of staff, volunteers, or other clients
- Failure to comply with program requirements as explained by the provider
- Repeated attempts by a client to circumvent the provider responsibilities listed within each Program Requirement.

17.3 Indefinite Denial of Service (Suspension) of a Client – Providers may suspend clients for indefinite periods of time for documented reasons. Reasons for indefinite suspension may originate with the provider, or they may be revealed in the administrative recordkeeping process. The provider may suspend clients for indefinite periods of time only with MARC approval, and only after first submitting to MARC a written request. Actions or activities that may result in indefinite suspensions are exhibitions of behavior by a client that, in the judgment of MARC or the provider:

- Are contrary to this policy.
- Have been and continue to be hazardous to the safety of self and/or others.

17.4 Whenever there is a question regarding the applicability of the State Standards for services (upon which this policy is based) and standards presented in the Americans with Disabilities Act, the more restrictive of the two standards shall apply.

SECTION 18: WAITING LISTS

18.1 Providers shall develop and use waitlists based on the criteria below. The waitlist process will ensure that Older Americans Act (OAA) targeted populations are a priority and that people in emergencies where the health, safety, and welfare of the applicant is in jeopardy will be given priority.

- Waitlists will be established after all measures to increase service delivery have been reviewed and implemented where possible.
- Waitlist procedures must be consistent for all eligible consumers.
- Providers will develop a process to prioritize consumers for services based on an established priority-screening tool approved by the State Unit on Aging (SUA).
- The screening tool should reflect and appropriately screen the consumers based on the service being requested.
- Only those consumers meeting the eligibility requirements for the service will be put on a waitlist.
- Consumers should not be put on a waitlist if:
 - The consumer is approved for a service and the service will begin within two weeks;
 - Services being requested are outside the provider's service delivery area. These services shall be tracked under Services Unavailable;
 - If the consumer is currently receiving a level of service but would like or need a higher level of service; and,
 - The consumer needs a service on a specific date and it is not available on that date. These services shall be tracked under Services Unavailable.
- For services where clients are not placed on a waitlist, due to the reasons above, the provider will track the total number of individuals for whom services were unavailable by service type.
- If a consumer is on a waitlist for 6 months the consumer needs to be contacted to determine if the service is still needed or desired. The consumer will either be removed from the waitlist or reprioritized on the waitlist.

18.2 Providers shall define and develop a process to ensure consumers are removed from the waitlist on an equitable basis. The criteria for removal may include the following:

- The person is receiving services;

- The person no longer desires the service;
- The person no longer needs the particular service for which they have been waiting;
- The person or family is unable to be contacted, after a reasonable number of attempts (e.g. telephone number is disconnected and/or the alternate contact person does not know the whereabouts of the person);
- The person is no longer eligible for services (e.g. no longer a caregiver);
- Death;
- The provider, through established processes, decides that the service will no longer be offered; and,
- When a consumer is removed from a waitlist, documentation is included as to the reason for removal.