

**POLICIES AND PROCEDURES MANUAL**

**Older Americans Act**  
**&**  
**Kent County Senior Millage**

Administered by

**AREA AGENCY ON AGING  
OF WESTERN MICHIGAN**

**2008**

## Introduction

This Policies and Procedures Manual is designed to assist Area on Aging of Western Michigan, Inc. (AAAWM) service providers in understanding the various regulations, laws, policies and procedures affecting service. It also will assist in locating specific information for particular problems or unusual circumstances.

### **Older Americans Act & Kent County Senior Millage**

To facilitate locating information, the manual is divided into sections. For both Older American Act (OAA) services and Kent County Senior Millage (KCSM) services, the General Requirement Section (section I) describes required program components (subsection A) and financial requirements (subsection B) that apply to funded services. The Specific Services requirements section (section II) describes the requirements that apply to individual services.

#### **Kent County Senior Millage Only**

The contents of the Older Americans Act policy and procedure manual apply to all KCSM service providers and services with the exceptions listed in the millage section of the manual. The OAA section should be read first, then the millage sections should be reviewed for changes, additions or deletions. For services provided under the KCSM, Kent County has final authority.

Questions regarding the Policies and Procedures Manual should be directed to:

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## TABLE OF CONTENTS

# **Older Americans Act Service Standards**

- I. General Requirements for all Service Providers
  - A. Required Program Components
    - 1.0 Participants
    - 2.0 Service Provider Responsibilities
    - 3.0 Applicable Laws and Regulations
    - 4.0 Contracts
    - 5.0 AAAWM Responsibilities
  - B. Financial Guidelines
    - 1.0 Funds
    - 2.0 Budget
    - 3.0 Financial Records
    - 4.0 Service Provider's Financial Responsibilities
    - 5.0 Reporting Requirements
- II. Specific Service Requirements
  - A. Access Services
    - 1.0 General Standards for Access Services
    - 2.0 Outreach and Assistance
    - 3.0 Transportation
  - B. Community
    - 1.0 Adult Day Services
    - 2.0 Caregiver Education Support and Training
    - 3.0 Counseling Service
    - 4.0 Elder Abuse Prevention
    - 5.0 Grandparent Education Support and Training
    - 6.0 Legal Assistance
    - 7.0 Long Term Care Ombudsman/Advocacy
    - 8.0 Senior Center Staffing
    - 9.0 Disease Prevention/Health Promotion
  - C. In-Home Services
    - 1.0 General Requirements for In-Home Service Programs
    - 2.0 Homemaking & Caregiver Homemaker Respite
    - 3.0 Medication Management
    - 4.0 Respite Care

- D. Nutrition Services
  - 1.0 General Requirements
  - 2.0 Home Delivered Meals
  - 3.0 Congregate Meals
  - 4.0 Nutrition Education

## **Kent County Senior Millage Service Standards**

### **I. General Requirements for all Service Providers**

- A. Required Program Components
  - 1.0 Participants
  - 2.0 Service Provider Responsibilities
  - 3.0 Applicable Laws and Regulations
  - 4.0 Contracts
  - 5.0 AAAWM Responsibilities
- B. Financial Guidelines
  - 1.0 Funds
  - 2.0 Budget
  - 3.0 Financial Records
  - 4.0 Service Provider's Financial Responsibilities
  - 5.0 Reporting Requirements

### **II. Specific Service Requirements**

- A. Access Services
  - 4.0 Care Management
  - 5.0 Home Support
  - 6.0 Information & Referral
  - 7.0 Ridelink Coordinator
- B. Community
  - 10.0 Adaptive Equipment
  - 11.0 Bathing Service
  - 12.0 Assisted Living Directory & Counseling
  - 13.0 Dental Services
  - 14.0 Emergency Need Fund
  - 15.0 English as a Second Language (ESL) Classes
  - 16.0 Fair Housing
  - 17.0 Flu/Pneumonia Vaccinations

- 18.0 Foreclosure Intervention
- 19.0 Friendly Visitor
- 20.0 Guardianship
- 21.0 Health Education
- 22.0 Hearing Services
- 23.0 Home Chore
- 24.0 Home Financial Services
- 25.0 Home Modification Assessments
- 26.0 Home Repair Consultation
- 27.0 Home Repair: Major
- 28.0 Home Repair: Minor
- 29.0 Independent Living Program
- 30.0 Literacy Competency
- 31.0 Retired Senior Volunteer Program
- 32.0 Personal Emergency Response System
- 33.0 Senior Companion
- 34.0 Senior Medication Assistance Program
- 35.0 Stepping Stones: In-Home Recreation Therapy
- 36.0 Telephone Reassurance
- 37.0 Vision Services
- 38.0 Weatherization

C. In-Home Services

- 5.0 Personal Care

D. Nutrition Services

- 5.0 Senior Project Fresh
- 6.0 Senior Food Pantry

**Appendix A**

Laws, Regulations and Policy Applicable to Agencies Funded Under Title III of the Older Americans Act ..... A

**Appendix B**

National Institute of Senior Centers Nine Principles for the Operation Of Senior Centers. .... C

The Senior Center Philosophy ..... D

**Appendix C** Activities of Daily Living and Instrumental Activities of Daily Living ..... E

**Appendix D** Care Management Program..... G

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## Older Americans Act

### I. General Requirements For All Service Programs

#### A. Required Program Components

- 1.0 Participants
- 2.0 Service Provider Responsibilities
- 3.0 Applicable Laws and Regulations
- 4.0 Contracts
- 5.0 AAAWM Responsibilities

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# I. GENERAL REQUIREMENTS FOR ALL SERVICE PROGRAMS

## A. Required Program Components

### 1.0 Participants

#### 1.1 Eligibility

Services shall be provided only to persons 60 years of age and older unless otherwise allowed under eligibility criteria for a specific program (such as a spouse under 60 of a meal program participant).

Services provided under Title III-Part E (The National Family Caregiver Support Program) may be provided to caregivers age 60 or over, caregivers of any age when the care recipient is aged 60 or over, and to kinship care recipients when the kinship caregiver is aged 60 or over.

Services provided under Tobacco Respite Care (adult day services and respite care) may be provided to adults aged 18 or over.

#### 1.2 Targeting of Participants

- a. Substantial emphasis must be given to serving eligible persons with greatest social and/or economic need with particular attention to low-income minority individuals. "Substantial emphasis" is regarded as an effort to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area

Each service provider must be able to specify how they satisfy the service needs of low-income minority individuals in the area they serve. Each service provider, to the maximum extent feasible, must provide services to low-income minority individuals in accordance with their need for such services. Each service provider must meet the specific objectives established by AAAWM for providing services to low-income minority individuals in numbers greater than their relative percentage to the total elderly population within the geographic service area.

- b. Participants shall not be denied or limited services because of their income or financial resources. Where program resources are insufficient to meet the demand for services, each service program shall establish and utilize written procedures for prioritizing clients waiting to receive services, based on social, functional and economic needs. (A prioritization tool must be used after approval by AAAWM).

Indicating factors include:

For Social Need: Isolation, living alone, age 75 or over, minority group member, non-English speaking, etc;

For Functional Need: Handicaps (as defined by the Rehabilitation Act of 1973 or the Americans with Disabilities Act), limitations in activities of daily living, mental or physical inability to perform specific tasks, acute and/or chronic health conditions, etc.

For Economic Need: Eligibility for income assistance programs, self-declared income at or below 125% of the poverty threshold, etc. [Note: National Aging Program Information System (NAPIS) reporting requirements remain based on 100% of the poverty threshold]

Each provider must maintain a written list of persons who seek service from a priority service category (Access, In-Home, or Legal Assistance) but cannot be served at that time. Such a list must include the date service is first sought, the service being sought and the county, or the community if the service area is less than a county, of residence of the person seeking service. The program must determine whether the person seeking service is likely to be eligible for the service requested before being placed on a waiting list.

Individuals on waiting lists for services for which cost sharing is allowable, may be afforded the opportunity to acquire services on a 100% cost share basis until they can be served by the funded program.

A means test shall not be used to determine the eligibility of an older person for any service. Service providers shall not use a means test to deny or limit a service to older persons unless specifically required by state law or federal regulation.

- c. Elderly members of Native American tribes and organizations in greatest economic and/or social need within the program service area are to receive services comparable to those received by non-Native American elders. Service providers within a geographic area in which a reservation is located must demonstrate a substantial emphasis on serving Native American elders from that area.
- d. Bilingual personnel (personal services contracts or volunteer positions) must be available in areas where non-English or limited-English speaking persons constitute at least 5 percent of the senior population or number 250 seniors, whichever is less.

### 1.3 Client Intake Procedures

Standard written client intake procedures for all contracted services must be established and maintained. Each service provider must develop a standard form which must, at a minimum, include information necessary for completing the NAPIS (National Aging Program Information System) report, as well as the date of intake and information needed in case of an emergency such as physician's name, phone, person to contact and any other information as required.

All clients must be assured that completion of the form is not a prerequisite for receiving a service, and that all information contained in the form will be kept confidential. At a minimum, the client's age has to be determined.

#### 1.4 Contributions

- a. All program participants shall be encouraged to and offered a confidential and voluntary opportunity to contribute toward the costs of providing the service received. No one may be denied service for failing to make a donation.
- b. Cost sharing may be implemented according to AAAWM policies.
- c. Private pay or locally funded fee-for-service programs must be separate and distinct from grant funded programs.
- d. Except for program income, no paid or volunteer staff person of any service program may solicit contributions from program participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy by any program participant.
- e. Each program must have in place a written procedure for handling all donations/contributions, upon receipt, which includes at a minimum:
  - 1) Daily counting and recording of all receipts by two, unrelated individuals.
  - 2) Provisions for sealing, written acknowledgement and transporting of receipts to either deposit in a financial institution or secure storage until a deposit can be arranged.
  - 3) Reconciliation of deposit records and collection records by someone other than the depositor or counter(s).

#### 1.5 Confidentiality

Each service program must have written procedures to protect the confidentiality of information about older persons collected in the conduct of its responsibilities. The procedures must ensure that no information about an older person, or obtained from an older person by a service provider is disclosed in a form that identifies the person without the informed, written consent of that person or of his or her legal representative. However, disclosure may be allowed by court order, or for program monitoring by authorized federal, state or local agencies which are also bound to protect the confidentiality of client information. All client information shall be maintained in controlled access files. It is the responsibility of each service program to determine if they are a covered entity with regard to Health Insurance Portability and Accountability Act (HIPAA) regulations.

#### 1.6 Service Quality Review

Each provider must employ a mechanism for obtaining and evaluating the views of service recipients about the quality of services received. The mechanism may include client surveys, review of assessment records of in-home clients, etc. Results will be documented and available for review.

## 1.7 Complaint Resolution and Appeals

- a. Complaints - Each service provider must have a written procedure in place to address complaints from individual recipients of services under the contract, which provides for protection from retaliation against the complainant.
- b. Appeals - Each program must also have a written appeals procedure for use by recipients with unresolved complaints, individuals determined to be ineligible for services or by recipients who have services terminated. Persons denied service and recipients of service who have services terminated, or who have unresolved complaints, must be notified of their right to appeal such decisions and the procedure to be followed for appealing such decisions.
- c. Each program must provide written notification to each client, at the time service is initiated, of her/his right to comment about service provision and to appeal termination of services.
- d. Complaints of Discrimination – Each program must provide written notice to each client, at the time service is initiated, that complaints of discrimination may be filed with the U.S. Department of Health and Human Services, Office of Civil Rights, or the Michigan Department of Civil Rights.
- e. Appeal procedures must be available for review by AAAWM and clients. The grievance procedure must be sent to a client at the start of service, upon request, and at the time of any negative action, such as reduction or withdrawal of services.

At a minimum, the procedure must include the following:

- 1) A client complaint may be initiated through written or verbal notice to the Director of the service provider agency. The Director shall then notify the client in writing of the service provider's appeal procedure and notification that unresolved differences between the service provider and client may be forwarded to AAAWM for investigation and resolution. When resolved, the Director will document the outcome in writing, summarize the events and resolution, secure client signature, and hold the summary for AAAWM's review.
- 2) Unresolved differences between a service provider and client pertaining to complaints of discrimination or service provision will be forwarded to AAAWM through the following steps:
  - a) Following the service provider's decision, the complaint procedure may be continued through written notice by the client to the Executive Director of the AAAWM. The written notice shall be dated and signed by the client and it shall contain an explanation of the incident or incidents for which the complaint has been filed. The complaint must be initiated within thirty (30) calendar days following the date on which the service provider's decision was made. All client complaints shall be given fair and prompt consideration by the Executive Director of the AAAWM within ten (10) calendar days after receipt of the written complaint.

- b) The client shall have the right to appeal the AAAWM Executive Director's action or inaction to the AAAWM Executive Committee of the Board of Directors, by submitting written notice to the Chairperson of the AAAWM Executive Committee within ten (10) calendar days following the AAAWM Director's action.
- c) The Chairperson will render a decision on the appeal within thirty (30) calendar days after receipt of the written complaint. The Chairperson shall consult with the AAAWM Board of Directors Executive Committee before rendering a decision.

## 1.8 Service Termination Procedure

Each program must establish a written service termination procedure that includes formal written notification of the termination of services and documentation in client files. The written notification must state the reason for the termination, the effective date, and advise about the right to appeal. Reasons for termination may include, but are not limited to the following:

- a. The client's decision to stop receiving services;
- b. Reassessment that determines a client to be ineligible;
- c. Improvement in the client's condition so they no longer are in need of services;
- d. A change in the client's circumstances which makes them eligible for services paid for from other sources;
- e. An increase in the availability of support from friends and/or family
- f. Permanent institutionalization of client in either an acute care or long term care facility. If institutionalization is temporary, services need not be terminated and;
- g. The program becomes unavailable to continue to serve the client and referral to another provider is not possible (may include unsafe work situations for program staff or loss of funding).

## 2.0 Service Provider Responsibilities

### 2.1 Service Provider Agreements

The service provider agrees to:

- a. Attain maximum service delivery capability within thirty (30) days after the effective date of the contract, unless written authorization to the contrary is obtained from AAAWM.
- b. Serve all persons eligible for services under the contract regardless of other criteria for services usually applied by the service provider and further agrees not to refuse services to any person determined to be eligible for services as specified in Section IA (1.1) as long as funding permits. Where program

resources are insufficient to meet the demand for services, criteria for prioritizing clients to be served should be developed which take into account indicators of need.

- c. Maintain sufficient staff, facilities, equipment, etc., in order to deliver the agreed upon services and further agrees to notify AAAWM thirty (30) days before it will be unable to provide the required quality and/or quantity of services.
- d. Work to lessen the isolation of the elderly and to help maintain their independence in the community.
- e. Identify participant needs and establish linkage for delivery of needed services.
- f. Participate with citizens living within the service provider's service area, in the planning and implementation of services.
- g. Seek other funding sources and to demonstrate effective planning for progressive program maintenance through its own resources.
- h. Permit designated staff of the AAAWM to attend advisory councils, community groups, and committees created for and specifically relating to the service, and will provide AAAWM with sufficient notice of meetings of such groups.
- i. Have written procedures for handling client grievances and a statement of client's rights, and to assure that clients receive them when service is initiated.
- j. The service provider shall permit the Administration on Aging, AAAWM, OSA, or any of their authorized agents, access to any books, documents, papers or other records of the service provider (or any subcontracts under the contract) which are pertinent to the contract. Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The service provider shall retain all books, records or other documents relevant to the contract for three (3) years after final payment, at service provider's cost. Federal auditors and any persons duly authorized by the AAAWM shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the 3-year period, and extends past that period, all documents shall be maintained until the audit is closed.

## 2.2 Referral and Coordination Procedures

- a. Each service provider shall establish working relationships with other community agencies for referrals and resource coordination to ensure that participants have maximum possible choice.
- b. Each program shall be able to demonstrate linkages with other area service providers, including voluntary organizations, for continuity of services especially in order to address the comprehensive range of needs any recipient may present. Each program must establish written referral protocols with Care Management, Outreach and Assistance, Transportation, Information and Referral and Home and Community Based Medicaid Waiver programs operating in the respective area.

- c. Potential referring agencies must be given the minimum eligibility criteria utilized by the service provider.

### 2.3 Designated Community Focal Point

Each service provider designated in an Area Plan/Annual Implementation Plan as a Community Focal Point shall maintain and publicize regular hours of weekly operation that provide the most convenience for older persons in the community. Such operating hours shall assure sufficient access to information and services for the older persons in the community.

### 2.4 Outcomes Measurement

Provider agrees to develop written outcomes that reference improvement in the quality of a client's life. Outcomes are benefits for participants during and after program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values, conditions, status or other attributes.

Each program must have outcome statements and measurable indicators that represent achievements of the outcome.

### 2.5 Services Publicized

- a. Each service program must publicize the service(s) in order to facilitate access by all older persons which, at a minimum, shall include being easily identified in local telephone directories.
- b. Each program must utilize a means of prioritizing services in order to target isolated older persons or persons in greatest social and economic need.
- c. Services must be publicized to the population the service provider plans to reach by utilizing means of publicity most effective in reaching the target population (i.e., those in greatest economic or social need with particular attention to low-income minority individuals, P.L. 98-459).
- d. Any promotional materials, including films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under the contract, shall contain acknowledgment of OSA, AAAWM and funding through State appropriations or the Older Americans Act.
- e. AAAWM, OSA, and the Administration on Aging reserve the option to receive free of charge, up to three copies of any publication published as a part of the contract.
- f. Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, but AOA, OSA and AAAWM reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all such material.

## 2.6 Older Persons at Risk

Each service program shall have a written procedure in place to bring to the attention of appropriate officials for follow-up, condition or circumstances that place the older person, or the household of the older person, in imminent danger (e.g. situations of abuse or neglect).

## 2.7 Disaster Response

Each service program must have established, written emergency protocols or both responding to a disaster and undertaking appropriate activities to assist victims to recover from a disaster, depending upon the resources and structures available. In addition Provider will:

- a. Identify, and develop a productive relationship with, its county Emergency Management Coordinator (EMC).
- b. Invite the county EMC to tour its organization and to meet its staff.
- c. Request a tour of the local Emergency Operation Center for its staff or Board. (2/09)

## 2.8 Insurance Coverage

Each program shall have sufficient insurance to indemnify loss of federal, state and local resources, due to casualty, fraud or employee theft. All buildings, equipment, supplies and other property purchased in whole or in part with funds awarded by the AAAM are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss.

The following insurances are required for each program

- a. Worker's compensation
- b. Unemployment
- c. Property and theft coverage (including employee theft)
- d. Fidelity bonding (for persons handling cash)
- e. No-fault vehicle insurance (for agency owned vehicles)
- f. General liability and hazard insurance (including facilities coverage)

The following insurances are recommended for additional agency protection:

- a. Insurance to protect the program from claims against program drivers and/or passengers.
- b. Professional liability (both individual and corporate).
- c. Umbrella liability.
- d. Errors and Omissions Insurance for Board members.

e. Special multi-peril.

Service provider must maintain and provide proof of insurance that will fully protect both the service provider and AAAWM from any and all claims under Worker's Compensation Act or employer's liability laws and from any and all other claims, of whatsoever kind or nature, for damage to property or for personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this contract, either by service provider, any sub-service provider, or by anyone directly or indirectly engaged or employed by either of them. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

2.9 Hold Harmless

The service provider shall indemnify, save and hold harmless AAAWM and OSA against any and all expense and liability of any kind which the service provider may sustain, incur or be required to pay, arising out of the contract. Provided, however, that these provisions shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of AAAWM or OSA or any of its officers or employees. In the event the service provider becomes involved in or is threatened with litigation, the service provider shall immediately notify AAAWM who will in turn notify OSA. AAAWM may enter into litigation to protect the interests of AAAWM.

- a. Service provider shall exonerate, indemnify and hold harmless, AAAWM from and against all claims and shall assume full responsibility for payment of all Federal, State, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to the service provider and the service provider's employees. AAAWM shall not be, or be held liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of the service provider, or for any other persons whatsoever, nor for personal injury to or death of them, caused by or resulting from any negligent act or omission of the service provider.
- b. Service provider further agrees to indemnify and hold harmless AAAWM and AAAWM's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expense including attorney's fees incurred by AAAWM on account of any claim therefore. Service provider agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that the service provider shall indemnify and hold AAAWM harmless from all claims arising by reason of the work done or by reason of any act or omission of the service provider.

Service provider shall, throughout the period of this contract, provide public liability and property damage insurance covering all operations of the service provider, its agents and employees, including, but not limited to premises and automobiles.

Said policies shall provide thirty (30) calendar days written notice to AAAWM of any cancellation or material changes.

- c. If the service provider is not a government, they must carry adequate Fidelity Bond coverage for activities under the contract. A Fidelity Bond is a bond indemnifying the recipient against losses resulting from the fraud or lack of

integrity, honesty, or fidelity, of one or more employees, officers, or other persons holding a position of trust.

#### 2.10 Volunteers

Each program that utilizes volunteers shall have a written procedure governing the recruiting, training, and supervising of volunteers that is consistent with the procedure utilized for paid staff. Volunteers shall receive a written position description, orientation training and a yearly performance evaluation, as appropriate.

#### 2.11 Staffing

Each program shall employ competent and qualified personnel sufficient to provide services pursuant to the contractual agreement. Each program shall be able to demonstrate an organizational structure including established lines of authority. Each program must conduct, prior to employment or engagement, a criminal background review through the Michigan State Police for all paid and volunteer staff. An individual with a record of a felony conviction may be considered for employment at the discretion of the program. The safety and security of program clients must be paramount in such considerations. Staff shall receive a written job description, orientation, training and at least a yearly written performance evaluation. (See Section II. Specific Service Requirements, for additional staffing requirements.)

Service Provider must require and thoroughly check references on paid staff and volunteers that will be entering client homes. Supporting documentation for reference checks must be available in the personnel file of each employee and volunteer.

#### 2.12 Staff Identification

Every program staff person, paid or volunteer, who enters a participant's home, must display proper identification which may be either an agency picture card or, a Michigan driver's license and some other form of agency identification.

#### 2.13 Orientation and Training

New program staff must receive orientation training that includes at a minimum: introduction to the program, the aging network, maintenance of records and files (as appropriate), the aging process, ethics and emergency procedures. Issues addressed under the aging process may include, though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse and exploitation.

Service program staff should participate in relevant OSA or AAAWM sponsored or approved in-service training workshops, at a minimum of twice each fiscal year. Records that detail dates of training, attendance, and topics covered are to be maintained. Training expenses are allowable costs against grant funds. Each service program should budget an adequate amount to address its respective training needs as appropriate to job responsibilities.

#### 2.14 Universal Precautions

Each program must evaluate the occupational exposure of employees to blood or other potentially hazardous materials that may result from performance of the employee's duties and establish appropriate universal precautions. Each provider with employees who may experience occupational exposure must develop an exposure control plan which complies with Federal regulations implementing the Occupational Safety and Health Act.

#### 2.15 Drug Free Workplace

Each program must agree to provide drug-free workplaces as a precondition to receiving a federal grant. Each program must operate in compliance with the Drug-Free Workplace Act of 1988.

#### 2.16 Americans With Disabilities Act

Each program must operate in compliance with the Americans With Disabilities Act.

#### 2.17 Workplace Safety

Each program must operate in compliance with the Michigan Occupational Safety and Health Act (MIOSHA). Information regarding compliance can be found at [www.michigan.gov](http://www.michigan.gov).

#### 2.18 Program Income

Program income is that income which is dependent upon the availability of funds from OSA. Income which is earned independent of the availability of funds from OSA is considered to be other resources.

#### 2.19 Cost Sharing

Each Service Provider of Adult Day Care and Respite programs funded with Tobacco Settlement Respite Program (TSRP) and escheat (state in-home) funds must implement the mandatory AAAM cost sharing policy for recipients with income levels above 200% of poverty. The AAAM cost sharing policy is updated annually and will be provided at the beginning of each fiscal year.

Service providers must also ensure that:

- a. Cost Sharing is adequately explained to the client when services begin, to answer all questions about required payment and to avoid collection problems.
- b. Adjusted Income is verified through income tax returns and/or Social Security statements. Visual verification is required. Confidentiality of income must be maintained.
- c. Assets, savings, or other property owned by the client are not included in the calculation of total income for cost sharing purposes.
- d. Clients covered by Medicaid are not required to share in the cost of services.

- e. Clients that have income of 200% or less of the poverty income guidelines established by the Health and Human Services Administration are **not** required to cost share for their services.
- f. Cost Sharing statements are sent to an individual client by the 15th of the month following the previous month of services. Immediate payment will be requested.
- g. Clients who refuse to voluntarily contribute to the cost of the service are not denied service based on non-contribution.
- h. Cost sharing payments are recorded on the financial report on the month collected and are deducted from that month's reimbursement rate.
- i. If a client does not agree with the cost sharing payment established, they may seek a review by the service provider.

A service provider may seek to implement the practice of cost sharing for services without a cost share requirement, by requesting in writing, approval from AAAWM. AAAWM may grant approval when it determines that the service provider has the capacity to effectively manage such a practice and that it will enhance the provider's ability to maintain and/or expand the service levels in the project area. Cost sharing is not allowed for the following services if they are supported, in whole or in part, by Older Americans Act funds:

- 1) Outreach and Assistance
- 2) Congregate Meals
- 3) Home Delivered Meals
- 4) Long Term Care Ombudsman
- 5) Legal Services

## 2.20 Disputes

The service provider shall notify AAAWM in writing of its intent to pursue claim against AAAWM for breach of any terms of the contract. No suit may be commenced by the service provider for breach of the contract prior to the expiration of sixty (60) calendar days from the date of such notification. Within this sixty (60) calendar day period the service provider, at the request of AAAWM, must meet with the Executive Director of the AAAWM for the purpose of attempting resolution of the dispute.

## 2.21 Disclosure of Information

All service providers shall submit to AAAWM all information requested by AAAWM that discloses names of persons with an ownership or control interest in the service provider, past business transactions and certain other disclosing entities. Further, the service provider shall disclose whether any persons with an ownership or controlling interest in the service provider have been convicted of a criminal offense related to their involvement in any programs under Title III, XVIII, XIX, or XX of the Social Security Act since the inception of these programs. AAAWM may, at its option,

immediately terminate this contract if the service provider does not comply with these requirements. Service provider shall also disclose any current or pending legal action against the agency.

### 3.0 Applicable Laws and Regulations

#### 3.1 Compliance with Applicable Laws and Regulations

The service provider must:

- a. Comply with all state, county and local licensing standards all applicable accrediting standards, and any other standards or criteria established by the Department of Health and Human Services, OSA, and/or AAAMM to ensure quality of services.
- b. Adhere to the state and local laws, policies and regulations not herein contained, but required by AAAMM to ensure quality of services.
- c. Comply with applicable provisions and all subsequent revisions, modifications and amendments to the Older Americans Act or regulations that affect the terms of the contract.
- d. Comply with Title 45 of the Code of Federal Regulations Part 74, "Administration of Grants", August 2, 1978

#### 3.2 Compliance with Civil Rights

- a. Programs must not discriminate against any employee, applicant for employment or recipient of service because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status. Each program must complete an appropriate DHHS (Federal Department of Health and Human Services) form assuring compliance with the Civil Rights Act of 1964. Each program must clearly post signs at agency offices and locations where services are provided in English and other languages as may be appropriate, indicating non-discrimination in hiring, employment practices and provision of services.
- b. Each program must comply with equal employment opportunity and affirmative action principles.

#### 3.3 Open Meetings Act

All service providers are subject to the provisions of the Open Meetings Act. In accordance with this Act, all public meetings must be open to the public and held in a place convenient to the general public. A meeting is defined as convening of a public body for the purposes of deliberating or making a decision of public policy. The word decision refers to any determination, action, vote, or disposition upon a motion, proposal, etc., on which a vote by the members of the public body is required.

The following are additional rules prescribed in the Act:

- a. A public body may not meet informally, in advance of a public meeting, to determine what will be decided formally at the public meeting.
- b. Public Notices must state the date, time, and place of the meeting.
- c. Public Notices of rescheduled or special meetings, must state the date, time, and place of meeting and must be posted at least 18 hours prior to the meeting.
- d. The notice must be posted at the public body's principle office and any other location considered appropriate by the public body.
- e. All rules must be flexible and designed to encourage public participation and attendance.
- f. Minutes must be kept of all meetings and contain the date, time, place, members present, members absent, and decisions made at the meeting.
- g. Closed sessions may be held when considering purchase or lease of real property consulting with an attorney regarding trial or settlement strategy considering dismissal, suspension, or disciplining of a public official, employee, staff, etc. negotiating collective bargaining agreements.
- h. Closed meetings must be in accordance with all rules relative to such meetings as indicated in the Act. (For a more detailed listing of rules within the Act, refer to Public Act 267).

#### 3.4 Application of Merit System Standards to Local Agencies

Merit System Standards (45 CFR, Part 70, as revised) shall apply only to local agencies granted contracts under the Area Plan which are public agencies and which have some or all of the responsibilities for planning, coordination, administration, and evaluation. Compliance with Executive Order 11246, the Copeland Act, Davis-Bacon Act, or the Contract Work Hours and Safety Standards Act may also be required of these agencies.

#### 3.5 Code of Ethics

All service providers shall abide by the "Code of Ethics, Guidelines for Service Providers" as adopted by the AAAMW Board of Directors, September, 1983. This Code of Ethics should serve as a guide for the service provider's officers, employees, or agents engaged in activities under this contract. Copies of the Code of Ethics may be obtained by request to AAAMW.

#### 3.6 Conflict of Interest

No officer, employee, or agency of a service provider who is involved in the planning, approval, or implementation of the contract, shall participate in any decision relating to the contract which affects his or her personal or pecuniary interest or the interest of any corporation, partnership, or association in which he or she may be directly or indirectly involved.

#### 4.0 Contracts

AAAWM can contract with a non-profit corporation (pursuant to P.A. 162 of 1982), or a for-profit corporation (pursuant to P.A. 284 of 1972), or a unit of general purpose government or agency thereof. The legal status of a service provider is to be identified for each contract.

Contracts are only for services identified within the approved area plan and the service must conform to this AAWM Policies and Procedures Manual.

#### 4.1 Subcontracts

- a. The service provider shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of AAWM. An unsigned copy of the subcontract must be mailed to AAWM for approval prior to implementation. Following approval a copy of the signed contract must be sent to AAWM before service begins.
- b. Assignees or subcontractors shall be subject to all conditions and provisions of AAWM contract. The service provider shall be responsible for the performance of all assignees or subcontractors however, AAWM shall retain the right to monitor and assess or otherwise determine performance.
- c. Service providers must annually assess each subcontractor for contract compliance.

#### 4.2 Contract Revisions or Amendments

The contract will contain all terms and conditions agreed upon by the AAWM and the service provider. No other understanding, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or bind any of the parties hereto.

- a. Whenever there is any material change in the content or administration of an approved contract or in the operation of the agency affecting the contract, the contract document shall be appropriately revised. The nature and extent of the request for revision will determine the action to be taken by AAWM.

Revisions may be either a substantive amendment or an administrative revision.

- 1) A substantive amendment is defined as any alteration in the contract which substantially affects the character of the contract such that it is essentially different from what was originally approved by the AAWM. Amendments covering substantive changes shall be subject to the same process of approval which governs the original approval of the contract including final action by the AAWM Board of Directors.

Substantive amendments shall include the following:

- a) Significant changes in the project objectives including projections of clients or units
- b) Any addition of a new service category or deletion of service category

- c) A budget transfer from one service to another service
  - d) A change in the cost-sharing ratio
  - e) A change in the project period and budget year dates
  - f) Supplemental awards
  - g) Any change that would affect compliance with federal or state procedures
  - h) Other changes specified by AAAWM.
- 2) Administrative revisions are defined as changes in the contract which are made for the purpose of facilitating implementation of the project, but are minor in nature and do not change the essence of the contract. Unit rate renegotiations or a change in program income are examples of administrative revisions. Request for an administrative revision must be received at least thirty (30) calendar days in advance of the contract completion date. AAAWM shall review and respond in writing, to administrative revisions within thirty (30) calendar days of a written request.
- 3) Requests for a contract amendment must be received at least ninety (90) calendar days in advance of the contract completion date. The notification of the amendment supersedes all other notification relating to the budget year. The contract shall only be amended by the written consent of all parties.

#### 4.3 Contract Probation

When a service provider has failed to comply with the terms of a contract, AAAWM may place the service provider on probation in whole or in part. Probation will commence upon AAAWM giving the service provider written notice of probation. The notice of probation shall contain reasons for probation, any corrective action required, the effective date, length of probation, and the right of the service provider to appeal the decision. During the probationary period, the service provider will receive reimbursement for allowable expenses incurred as part of the contract. If, during the probationary time frame, the service provider does not comply with the corrective actions, suspension or termination may be initiated.

#### 4.4 Contract Suspension

- a. If the service provider materially fails to comply with the terms of the contract, AAAWM may, upon written notice to the service provider, suspend the contract in whole or in part.
- b. The notice of suspension will be issued ten (10) calendar days prior to the effective date of suspension and will state the reasons for the suspension, any corrective action required of the service provider, the effective date and the right of the service provider to appeal the decision. Suspensions shall remain in effect until the service provider has taken corrective action satisfactory to

AAAWM or given evidence satisfactory to AAAWM that such corrective action will be taken, or until AAAWM terminates the contract. Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.

- c. In suspending contract operations, AAAWM shall determine the anticipated length of suspension and the extent of operations suspended.
- d. New obligations incurred by the service provider during the suspension period will not be allowed unless AAAWM expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the service provider could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the service provider before the effective date of the suspension and not in anticipation of suspension or termination.
- e. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) calendar days.
- f. AAAWM may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- g. AAAWM financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for these contract operations while they were suspended. The obligation authority unearned at the time of suspension may again become available for earning at the previously established matching ratio, unless AAAWM reduces the amount of the contract.

#### 4.5 Contract Termination

- a. If, through any cause, the service provider shall fail to fulfill its obligation in a timely and proper manner under this contract, or if the service provider shall violate any of the covenants, agreements, or stipulations of this contract, AAAWM shall thereupon have the right to terminate this contract in whole, or in part, at any time before the date of expiration by giving written notice by certified United States mail to the service provider of such termination and the effective date of termination. This will be done at least thirty (30) calendar days, prior to the effective date of the termination. The notice from the AAAWM will include reports to be completed, the right of the service provider to appeal and the procedures to be followed for appeal. Causes shall include but not be limited to:
  - 1) Lack of availability of funds,
  - 2) The service provider violates conditions, under which the contract was approved,
  - 3) Program performance is inadequate as documented through monitoring visits,

- 4) Other resources were unavailable,
  - 5) Response to assessment findings is inadequate for two (2) semi-annual assessments,
  - 6) Suspension for more than three (3) consecutive months, or if the AAAWM Board of Director's changes grant funding to purchase of service agencies
- b. Under extreme conditions (gross negligence, misappropriation of funds, etc.) immediate termination may occur.
  - c. The service provider, for adequate cause, may terminate the contract at any time by giving written notice to AAAWM by certified United States mail at least thirty (30) calendar days, preferably 90 days, before the effective date of such termination and specifying the effective date thereof.
  - d. The service provider shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the contract by the service provider. AAAWM may withhold any payments to service provider for the purpose of setoff until such time as the exact amount of damages due AAAWM from service provider is determined.
  - e. If the contract is terminated as provided herein, the service provider shall be entitled to receive just and equitable compensation for any satisfactory work completed. Upon termination of this contract, the service provider shall return to AAAWM, upon demand, any unencumbered funds and any equipment or personal property purchased with funds provided under this contract. Any equipment, supplies or personal property purchased with contract funds must be disposed of in accordance with procedures prescribed by 45 CFR Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment, supplies or personal property must be returned to AAAWM or will be an adjustment to the projected costs.
  - f. If, any cause, alteration or changes take place in the rules, regulations, laws, or policies to which AAAWM is subject, or if there is any termination or reduction in the allocation or allotment of funds provided to AAAWM for the purposes of this contract, AAAWM shall have the right to terminate or reduce the amount to be paid to service provider under this contract. Such termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to service provider, unless a different effective date is specified in the notice.
  - g. When financial support of a contract terminates on completion of the approved contract period or earlier, the service provider shall complete and submit a final project and financial report to AAAWM by the date established by AAAWM pursuant to the contract.

#### 4.6 Service Provider Appeals Procedure

- a. The following decisions of the AAAWM Board of Directors may be appealed:

- 1) Applicants for funding from the AAAWM may appeal an AAAWM Board of Directors decision to deny a proposal for funding.
  - 2) Service providers may appeal an AAAWM Board of Directors decision regarding probation, suspension, or termination of contract.
- b. Unresolved differences pertaining to the above will be forwarded through the following process:

All appeal proceedings shall be conducted within an aggregate time frame of sixty (60) calendar days, within which all of the following shall occur:

- 1) Within seven (7) calendar days of Board action, AAAWM shall provide written notice to the affected party, of action to place on probation, suspend, terminate, not renew, or deny a contract, including a notice of right to appeal. The written notice shall state that information and/or criteria on which the decision was based shall be available for review and that to be considered for an appeal, the affected party must file a request for an appeal within ten (10) calendar days of the receipt of the written notification of AAAWM action.

The request for an appeal must be signed by the legal chairperson or chief executive. The written notice from AAAWM shall include a statement that the affected party may appeal in person or may designate a representative to appeal the AAAWM decision. A copy of the request for an appeal shall be sent by AAAWM to the Director of OSA within seven (7) calendar days of receipt.

- 2) The chairperson of the AAAWM Board of Directors or their designee must respond to the request for an appeal, and set the time and place for the hearing, and send written notice of the hearing to the affected party, within thirty (30) calendar days of receiving the request for a hearing. The Chairperson of the AAAWM Board of Directors or his/her designee will preside at the hearing. The Chairperson of the AAAWM Board of Directors may change the time and place of a hearing if ten (10) calendar days written notice is given to the parties involved.
- 3) At the discretion of the Chairperson of the AAAWM Board of Directors, AAAWM may secure records, books of accounts, and other pertinent information from the affected party. A record of the hearing shall be maintained.
- 4) Testimony may be given orally but not under oath. The Chairperson of the AAAWM Board of Directors can require written testimony.
- 5) The decision on an appeal will be rendered in writing within ten (10) calendar days after the hearing by the Chairperson of the AAAWM Board of Directors.
- 6) The affected party shall be sent a written notice with the hearing decision that the decision may be appealed within ten (10) calendar days of receipt of the notice to OSA or to binding arbitration in accordance with

the provisions of the American Arbitration Association or a similar recognized professional arbitration association. The decision of the arbiter is binding and is not appealable to OSA. The arbiter shall determine the distribution of costs between parties.

- 7) Appeals to OSA will be reviewed and acted on according to the Office of Services to the Aging Appeal Procedure.
- c. A request for an appeal hearing may be refused by the Chairperson of AAAWM Board of Directors for the following reasons:
- 1) Appellant's failure to comply with the appeals procedures and time frames as outlined above.
  - 2) Failure to show standing.
  - 3) Appellant's requesting an appeal for actions by AAAWM other than those listed in Section a.

#### 4.7 Administrative Appeals Procedure

- a. Administrative action that requires a service provider to perform, produce or take an action in addition to or beyond the provisions of the executed contract, applicable statewide operation standards, the rules for state and local programs on aging, the Older Michiganians Act, or the Older Americans Act may be appealed.
- b. Unresolved differences pertaining to administrative action by the AAAWM will be forwarded through the following process:
  - 1) The service provider shall notify the AAAWM Executive Director, in writing, of its intent to pursue an administrative appeal. The appeal process will not begin prior to the expiration of thirty (30) calendar days from the receipt of such notification. Within this thirty (30) calendar day period, the service provider, at the request of the AAAWM Executive Director, must meet with the AAAWM Executive Director or designated staff for the purpose of attempting resolution of the dispute.
  - 2) If, after the thirty (30) calendar day period, unresolved differences remain, the service provider must file a written request within ten (10) calendar days to the Chairperson of the AAAWM Board of Directors for an administrative hearing. A copy of the request for an appeal shall be sent by the AAAWM to the Director of OSA within seven (7) calendar days of receipt.
  - 3) The Chairperson of the AAAWM Board of Directors must respond, send to the service provider written notice of the hearing within ten (10) calendar days of receipt of the request for a hearing, and set the time and place for the hearing within twenty (20) calendar days of receipt of the request for a hearing.

- 4) The Chairperson of the AAAWM Board of Directors or his/her designee will preside at the hearing. The Chairperson of the AAAWM Board of Directors may change the time and place of a hearing if seven (7) calendar days notice is given to the parties involved.
  
- 5) The decision on an administrative appeal will be rendered, in writing, to the service provider within ten (10) calendar days of the hearing. The decision shall be sent to the service provider with a notice that the decision may be appealed to OSA within ten (10) calendar days of receipt of the written notice of the AAAWM determination.

## 5.0 AAAWM Responsibilities

### 5.1 Assessments of Service Providers

- a. The AAAWM will conduct one program assessment and one fiscal assessment of service provider's performance each fiscal year. A subsequent assessment is not required, but may be conducted for any service provider found to be out of compliance with AAAWM's Policy and Procedures. A second assessment is not required in follow-up to recommendations made by the AAAWM.
- b. AAAWM will develop an assessment schedule by December 1 of the fiscal year.
- c. The assessment tool used by AAAWM and approved by OSA will address compliance with:
  - 1) Contract specifications;
  - 2) Approved service definitions;
  - 3) Generally accepted and required accounting principles;
  - 4) Quality of service;
  - 5) Licensure requirements;
  - 6) Pertinent State and Federal statutes;
  - 7) Michigan Commission on Services to the Aging policies and procedures;
  - 8) Policies and standards adopted by AAAWM; and
  - 9) Progress on resolving corrective actions required by prior assessments.
- d. The AAAWM will provide each service provider written feedback outlining findings of each assessment, any corrective action, and recommendations within 60 calendar days after the completion of the assessment. In cases where corrective action is needed, the AAAWM shall:
  - 1) Determine due dates by which service providers must be in compliance.

- 2) Approve a corrective action plan which must be developed and submitted by service provider to AAAWM detailing the dates the program must be in compliance.
- 3) Monitor the service provider's performance in accomplishing the necessary corrective action.
- 4) Indicate perceived technical assistance needs and identification of resources available from AAAWM and other sources for use in developing a plan to address those needs.

If due dates extend beyond the contract period, completion of the corrective action will be made a condition of any further contracts with the service provider.

- e. The service provider must respond in writing to AAAWM in order to acknowledge the intent to resolve compliance items. A response to recommendations for improving operations need not be required.

## 5.2 Technical Assistance

AAAWM is available and willing to provide technical assistance to service providers who request such assistance. Technical assistance may also be provided by AAAWM when AAAWM determines that the service provider needs assistance in a particular area. Examples of technical assistance include, but are not limited to:

- a. Assistance with financial or program reporting,
- b. Clarification of service definitions,
- c. Improving quality of service delivery,
- d. Assistance in complying with AAAWM assessment recommendations, and
- e. Assistance in meeting the objectives of the contract.

To request assistance, the service provider may contact the appropriate AAAWM staff. AAAWM will provide the assistance at a time and place convenient to the service provider, and will continue to provide the particular assistance until both the service provider and AAAWM are satisfied the subject in question has been resolved. In certain circumstances, AAAWM may find it necessary to refer the service provider to a third party for specialized assistance. In such cases, the service provider will be responsible for all costs incurred, unless otherwise stated in a written agreement with AAAWM. Finally, during the contract year, AAAWM may survey service providers to determine appropriate region-wide subject areas for technical assistance which may be provided to groups in a training format at various locations within the region.

## 5.3 Duration of Funding Support

The contract must specify a period of one to three years, compatible with the three year funding cycle under which the area plan is approved. Funding can only be awarded on an annual basis. Duration of support for activities is dependent upon the needs of older persons, how well the project is meeting its stated objectives,

assessment results, whether match meets the required ratio, and subject to the availability of funds.

#### 5.4 Waiver Requests

A service provider may request a waiver of the requirements listed in this Policies and Procedures Manual by submitting a written request to AAAWM stating the reasons for the waiver. AAAWM will review the waiver request, and if it is within its jurisdiction, AAAWM will either approve or deny the waiver request based on whether it believes the waiver will enable the service provider to more effectively carry out its functions and responsibilities. AAAWM will respond in writing to the request within sixty (60) calendar days of receipt of the request. If AAAWM determines that the waiver requested must be handled by OSA, then AAAWM will notify the service provider once OSA has made a determination regarding the waiver request.

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## Older Americans Act

### I. General Requirements

#### B. Financial Guidelines

- 1.0 Funds
- 2.0 Budget
- 3.0 Financial Records
- 4.0 Service Provider Financial Responsibilities
- 5.0 Reporting Requirements

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## B. Financial Guidelines

### 1.0 Funds

#### 1.1 Approval/Disapproval of Awards

The approval/disapproval of primary OAA funding awards by AAAWM will be accomplished through the following steps:

- a. Proposals for OAA funding will be reviewed by the AAAWM Proposal Review Committee which consists of members of the Advisory Council and Board of Directors.
- b. Recommendations for approval/disapproval of awards developed by the Proposal Review Committee are then forwarded to the full Advisory Council for their review and development of recommendations to the Board of Directors.
- c. Recommendations from the Advisory Council are then forwarded to the Executive Committee of the Board of Directors for their review and development of recommendations to the full Board of Directors.
- d. Recommendations from the Executive Committee are then forwarded to the full Board of Directors for their review and final approval/disapproval. The Board of Directors has authority to modify or place special conditions on any proposal for funding as deemed necessary to carry out the intent of federal or state laws or regulations.
- e. Within seven (7) working days of Board of Directors action, AAAWM shall provide written notice, to the affected party, to accept or deny a proposal for funding. Included in a notification to deny a proposal will be a statement indicating the affected party's right to appeal the Board of Directors' decision.

#### 1.2 Method of Payment

##### a. Unit Rate Reimbursement

Services will be reimbursed on a unit rate basis up to the total amount of the funds awarded. All unit rates will be fixed for the term of the contract unless modified by mutual consent of the parties. Service providers will be required to submit reports detailing units served depending on the service provided. Reports will be due per the Fiscal Year Calendar of deadlines, which will be provided at the beginning of each fiscal year. Forms and instructions for reporting are provided at the beginning of each fiscal year and are subject to change during the year. Late or incomplete/incorrect reports may result in a delay of payment.

##### b. One-Time Grants

Service providers will be required to submit reports detailing expenses for approved One-Time Grants. Forms, instructions and reports are provided at

the beginning of each fiscal year, and are subject to change during the year. Reimbursement will be made for actual documented expenses approved in the budget.

### 1.3 Control of Funds

Service providers must maintain a certain control of funds when receiving and disbursing federal or state funds. One such requirement is for a written agreement to be entered into whenever any agency receiving federal or state funds arranges to have another agency disburse those funds. AAAMW must be provided a copy of the written agreement. For example, if a County Commission on Aging turns Title IIIB funds over to the County Treasurer, and agrees to have the County Treasurer disburse those funds when directed by the Commission on Aging, then that agreement must be in writing. The same applies to an agreement between a County Board of Commissioners and a County Commission on Aging. The service provider should contact AAAMW if any questions arise regarding the applicability of this procedure to their project.

### 2.0 Budget

#### 2.1 Program Income

- a. Program Income is that income which is dependent upon the availability of funds from OSA. Income earned not dependent on the availability of funds from OSA is considered to be other resources. Program income must be used for allowable costs under the program through which it was generated to increase or expand the services offered.
- b. All program income received must be utilized first to expand the existing service. State or federal funds are applied to unit service after program income.
- c. The service provider agrees to maintain accounting procedures and practices which will account for program income on a cumulative basis and report it as it is received. (When costs incurred by the service provider are paid for with program income, the service provider's financial records and reports submitted to AAAMW must accurately reflect the expenditure of such funds.) Program income may not be used as local matching funds and must be applied to the service category from which it was derived.

#### 2.2 Purchasing Requirements

All purchases, transfers, replacements, or dispositions of real property, equipment, or supplies made by service providers must conform to applicable provisions of the Older Americans Act, and Title 45 of the Code of Federal Regulations, Part 74 "Administration of Grants," Subpart O Property, in the acquisition, transfer, replacement, or disposition of real property, equipment or supplies.

Purchases by governmental recipients must comply with Attachment 0, "Procurement standards", of OMB Circular A-102. Purchases by non-governmental recipients must comply with Attachment 0, "Procurement Standards", of OMB Circular A-110. Special attention should be paid to the following provisions of Title 45:

- a. All procurement transactions made by sealed bids or by negotiation should be conducted in a manner that provides maximum open and fair competition.
- b. Affirmative steps should be taken to assure that small, minority and women's businesses be utilized when possible as a source of supplies, equipment, and construction.
- c. The service provider must maintain records sufficient to detail the significant history of a purchase. This should include, but not be limited to: rationale for the method of purchase, service provider selection or rejections, and the basis for price.
- d. The service provider is responsible for the settlement of all contractual and administrative issues arising from procurement.
- e. The service provider must maintain a written standard of conduct which shall govern the performance of their officers, employees, or agents. Service provider's officers, employees, or agents shall neither accept nor solicit gratuities, favors, or anything of monetary value from potential sources of purchase.
- f. All purchases must be made by one of the following methods:
  - 1) Small purchase procedure - a relatively simple and informal procurement method for the procurement of services, supplies or other property, costing in the aggregate less than State or local small purchase dollar limits.
  - 2) Competitive sealed bids - sealed bids are publicly solicited and a firm fixed to the responsible bidder, whose bid or proposal is responsive to the request for proposal and is most advantageous to the project, price and other factors considered.
  - 3) Competitive negotiation - proposals are requested from a number of sources and the Request for Proposal is publicized. Negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed price or cost-reimbursable type contract is awarded, as appropriate.
  - 4) Noncompetitive negotiation - proposals are solicited from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is not feasible under small purchase, competitive bidding, or competitive negotiation procedures.

### 2.3 Withholding of Funds

The service provider is responsible for fulfilling its obligations as stated in the Policy and Procedure Manual and contract. Failure to meet these obligations in a timely and accurate manner will result in withholding funds until such obligations are met.

## 2.4 Reprogramming and Redistribution

- a. A Service Provider shall be considered for reprogramming, when spending is ten percent (10%) below the funding level or (10%) ten percent underserved at midyear of the contract.
- b. If at the end of the first six (6) months of a budget year, a Service Provider is found to be under serving or under spent by ten percent (10%) or more, the Service Provider may be required to provide an explanation and a plan to catch up. If the Service Provider is unable to develop a reasonable and sound mechanism for spending the under spent funds, these funds can be captured by AAAMW for redistribution to another service provider.
- c. If at the end of the first nine (9) months of a budget year, a Service Provider is found to be under serving or under spending by ten percent (10%) or more; the Service Provider is required to provide an explanation and a plan to catch up. If the Service Provider is unable to develop a reasonable and sound mechanism for spending the under spent funds, these funds can be captured by AAAMW for redistribution to another service provider.
- d. When funds have been determined eligible for reprogramming or redistribution, AAAMW staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, AAAMW can determine that funds should be captured; however, final decision rests with the AAAMW Board of Directors. If funds are to be captured, the following procedure will be followed:
  - 1) The Service Provider must be notified in writing at least ten (10) calendar days prior to the Board of Directors meeting, at which time the capture issue will be considered.
  - 2) If the Service Provider disagrees with the need for capture, written explanation of that disagreement must be received by AAAMW at least two (2) working days prior to the Board of Directors meeting.
  - 3) Reasons for and against capture in each case will then be presented to the Board of Directors concurrently. Decisions of the Board of Directors relative to capture are final.
  - 4) Funds which are not spent as a result of contract termination will automatically be captured.

## 2.5 Procedures for Redistribution of Captured Funds

Requirements for agencies wishing to be considered for captured funds are delineated below in accordance with the nature of the applicant.

<b>Application Type</b>	<b>Application Requirements</b>
1. Current service providers desire additional funds for currently funded services.	a. Narrative explaining why added funds are needed and how added funds will be used. b. A budget for the additional funds. c. Confirmation of added Local Match.
2. Current Service Providers desire funds for a new service.	Submission of an abbreviated application provided by AAAWM.
3. New Service Providers	Submission of a complete proposal.

It should be noted that the request for additional funds will be considered carefully in view of their implications for total service capacity in future years. That is, AAAWM shall not begin or expand services beyond the level which can be realistically maintained for the following year. Bearing this in mind, applicants should plan to utilize additional funds for one time or temporary costs whenever possible (i.e., purchase of equipment, temporary labor, or one-time publicity printing).

Finally, ongoing communication between AAAWM and the Service Provider is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAWM staff will contact Service Providers if inconsistencies show in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Providers should alert AAAWM staff under the following circumstances:

- a. If problems are experienced in the management of funds, including bookkeeping and reporting.
- b. If under spending or under serving is occurring and the Service Provider wishes to spend the money in another manner for the same service.
- c. If the Service Provider requires more funds for a service and wishes to be considered a candidate for the redistributed funds acquired by AAAWM through the capture process.

Priority, when possible, will be placed on keeping funds in the same service for the same agency for which those funds were originally contracted.

## 2.6 Non-Federal Share Requirements

Each service provider is required to provide Local Match in an amount not less than 10% of the total budget for each service. The Local Match requirement may be met either by allowable cost (non-federal cash) or third-party in-kind contributions.

Third-party in-kind contributions are property or services which benefit a contracted service and which are contributed by non-federal third parties without charge to the service provider.

a. Qualifications and exceptions:

- 1) Except as provided by federal statute, the Local Match requirement may not be met by costs borne by another federal grant. Current federal statute allows the use of General Revenue Sharing and Community Development Act funds to count towards satisfying the Local Match requirement.
- 2) Neither costs nor the values of third-party in-kind contributions may count towards satisfying the Local Match requirement if they have or will be counted toward satisfying a Local Match requirement of another federal grant or contract, or any other federal funds.
- 3) Cash and third-party contributions counting towards satisfying a cost-sharing or matching requirement must be verifiable from the records of the service provider. These records must show how the value placed on third-party in-kind contributions was arrived at. To the extent feasible, volunteer services shall be supported by the same methods that the organization uses to support the allow-ability of its regular personnel costs.
- 4) Third-party in-kind contributions shall count towards satisfying a Local Match requirement only where, if the service provider receiving the contributions were to pay for them, the payments would be allowable costs.

b. Valuation of Donated Services

- 1) Volunteer services - Unpaid services provided to a service provider by individuals shall be valued at rates consistent with those ordinarily paid for similar work in the service provider's organization. If the service provider does not have employees performing similar work, the rate shall be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.
- 2) Employees of Other Organizations - When an employer other than the service provider furnishes free-of-charge the services of an employee in the employer's normal line of work, the services shall be valued at the employer's regular rate of pay exclusive of the employer's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (1) of this section shall apply.

c. Valuation of Donated Supplies and Loaned Equipment or Space

- 1) If a third party donates supplies, the contribution shall be valued at the market value of the supplies at the time of contributions.
- 2) If a third party donates the use of equipment or space in a building but retains title, the contribution shall be valued at the fair rental rate of the equipment or space.

## 2.7 Non-Utilization of Federal Funds for Local Match

- a. Non-federal resources used to match other federal grants or contracts may not be used to match Title III funds.
- b. Federal cash or in-kind resources acquired during current or prior years may not be used to match funds provided under Title III unless otherwise specifically authorized by federal statute.
- c. "Non-federal resources shall be accepted as part of the grantee match or cost sharing only when they are not borne by the federal government directly or indirectly under any other program."

## 2.8 Maintenance of Non-Federal Support for Services

Each service provider must:

- a. Assure that contracted funds are not used to replace funds from non-federal sources.
- b. Agree to continue or initiate efforts to obtain support from private sources and other public organizations for contracted services.

## 3.0 Financial Records

### 3.1 Equipment Inventory

- a. For accounting purposes, AAAWM requires accounting for and inventory of all non-expendable property costing \$1000 or more per unit.

For each item of equipment with an acquisition cost of \$1000 or more per unit or, for nutrition items with a life expectancy of one year or more regardless of acquisition cost the inventory records shall include:

- 1) A description of the equipment including manufacturer's model number
- 2) An identification number, such as manufacturer's serial number
- 3) Identification of the contract under which the recipient acquired the equipment
- 4) Information needed to calculate the AAAWM (federal/state) share of the equipment
- 5) Acquisition date and unit acquisition cost
- 6) Location, use, and condition of the equipment and the date the information was reported
- 7) All pertinent information on the ultimate transfer, replacement, or disposition of the equipment

- b. An annual physical inventory of equipment shall be taken and the results reconciled with the property records to verify the existence, current utilization, and continued need for the equipment. Any difference between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences.
- c. With the acquisition or disposal of any piece of property, the purchaser must notify his insurer. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. In the event of fire, theft, or other loss, the purchaser must notify AAAWM immediately after notifying the appropriate local officials.
- d. All components of a "fabricated" piece of property must be inventoried. An example of this type of fabrication may be several microphones, a sound mixer, and a tape recorder, comprising a hearing recording system. Each component must be inventoried separately, though each component may cost less than \$1000.
- e. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- f. For insurance purposes, the contract shall maintain a list of all non-expendable items. Non-expendable property items may include desks, tables, chairs, typewriters, calculators, etc. All other property should be considered "expendable". Expendable property items may include pencil sharpeners, tape dispensers, paper trays, desk lamps, etc.

### 3.2 Maintenance of Records

- a. The service provider agrees to record and maintain data about clients which is required by Title III of the Older Americans Act, the AOA, OSA, or AAAWM. Required data elements will be provided at the beginning of each fiscal year and is subject to change.
- b. The service provider agrees to maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect generally accepted accounting practices.
- c. The service provider agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by, and in a form acceptable to AAAWM.
- d. The service provider must ensure current and accurate reporting of the financial status of the contract. Adequate identification of the source and use of funds, effective accountability for property, provision for comparison of actual with budgeted amounts by service category, and provision of unit cost information are required.

### 3.3 Retention of Records

- a. The service provider is required to retain all financial and programmatic records, supporting documents, statistical records and other records required by federal

and state government agencies or otherwise reasonably considered pertinent to the contract.

- b. All non-financial records shall be retained for a period of three (3) years. The retention period starts on the day the service provider submits to AAAWM its last expenditure report for the contract.
- c. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- d. The retention period for equipment records starts from the date of the equipment's disposition, replacement or transfer at the direction of AAAWM.

#### 4.0 Service Provider's Financial Responsibilities

##### 4.1 Closeout

When the contract is concluded or terminated, the service provider shall provide AAAWM within sixty (60) calendar days (unless otherwise notified) after conclusion or termination, with all financial, performance and other reports required as a condition of the contract. AAAWM shall make payments to the service provider for allowable reimbursable costs not covered by previous payments. The service provider shall immediately refund to AAAWM any payments or funds advanced to the service provider in excess of allowable reimbursable expenditures.

##### 4.2 Carry-Over Policy

The service provider shall expend any and all payments solely for the purposes specified in the contract and refund AAAWM any un-obligated amounts in accordance with the Reprogramming and Redistribution Policy or within sixty (60) calendar days of termination or completion of the contract AAAWM may off set against any amounts due under the contract which are determined by AAAWM to have been disallowed cost or un-obligated program funds under any previous or current contracts with AAAWM.

##### 4.3 Audits

- a. Service providers receiving more than \$300,000 total in federal funding (as a legal entity) shall have an annual audit performed on contract operations. Service providers receiving up to \$300,000 total in federal funding shall have an audit performed at least every two years on contract operations.
- b. It shall be the responsibility of the service provider to contract with a Certified Public Accountant (CPA) firm or individual to conduct an examination of the records and statements and a determination of their fairness and accuracy. The service provider is required to release an open competitive Request for Proposal for the audit.
- c. The audit shall be performed in accordance with generally accepted auditing standards including the standards of the U. S. General Accounting Office's publication "Standards for Audit of Governmental Organizational Programs,

Activities, and Functions." Where applicable, the audit will also meet OMB Circular A-133 "Audits of State and Local Governments and non-profit organizations". The auditors engaged by the service provider shall meet the criteria for qualification and independence in that publication.

- d. The purpose of the audit shall be to determine the effectiveness of the financial management systems and internal procedures established by the service provider to meet the terms of the contract.
- e. Nothing in this section is intended to limit the right of AAAWM, OSA, or the federal Government to conduct an audit of contract operations.
- f. The service provider shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- g. A copy of the audit report, and a description of its resolution, shall be furnished to AAAWM within thirty (30) calendar days of receiving the final audit report from the auditor.

#### 4.4 Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of the contract to the contrary, the service provider shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the contract by the service provider, or any disallowed cost and AAAWM shall have the right to demand of the service provider, within a period of time specified by AAAWM, the return of any contract funds used for such disallowed costs. The service provider agrees to comply with such demand.

#### 5.0 Reporting Requirements

Fiscal reports will be required depending upon services contracted. Reporting requirements are subject to change during the year as necessary to comply with federal or state requirements. Reports will be due per the Fiscal Year Calendar of Deadlines, which will be provided at the beginning of each fiscal year. Forms and instructions will be provided to service providers at the beginning of each fiscal year, which will be updated as changes occur. Reports may only be signed by persons designated on the Authorization for Signature form on file. Late reports or incomplete/incorrect reports may result in a delay in the payment of funds. Failure to submit reports over an extended period of time may result in contract probation.

## Older Americans Act

### II. Specific Service Requirements

#### A. Access Services

- 1.0 General Requirements
- 2.0 Outreach and Assistance
- 3.0 Transportation

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## II. Specific Service Requirements

### A. Access Services

In addition to the general requirements for all service programs, the following general standards apply to all access service categories unless otherwise specified.

#### 1.0 General Requirements

Outreach & Assistance, Care Management (CM) and the Home and Community Based Services Elderly and Disabled (HCBS/ED or MI Choice Waiver) Programs are considered to be long-term care client support services. These three programs have many common functions and activities as well as a consistent focus. The general requirements for access service programs are intended to provide a framework for efficient and effective integration of these programs within the Michigan Aging Network.

- 1.1 A long-term care client is to be served by the Outreach & Assistance program. If the client is in need of in-home services, the appropriate referral should be made. Once the client has been determined eligible for a nursing facility level of care based on functional limitations, the client is to be referred to the appropriate CM program. Outreach & Assistance programs are to be funded through Older Americans Act Title III, Part B. A long-term care client is to be served by the Care Management Program when it has been determined they need a nursing facility level of care based on functional limitations, but are not determined to be Medicaid eligible. Once Medicaid eligibility has been determined, the client is to be referred to the appropriate waiver program. Care Management programs are to be funded through state care management funds and may also utilize Older Americans Act Title III, Part B funds.
- 1.2 A long-term care client is to be served by the waiver program when it has been determined they need a nursing facility level of care based on functional limitations and Medicaid eligible. Waiver programs are to be funded through Medicaid.
- 1.3 The in-home support services for any long-term care client may be funded from a combination of federal, state, local, private and Medicaid resources (dependent upon Medicaid eligibility).
- 1.4 Each access program shall demonstrate effective linkages with agencies providing long-term care client support services within the program area. Such linkages must be sufficiently developed to provide for prompt referrals whether for initiating services or in response to a client's changing needs or respective eligibility status.

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<b>SERVICE NAME</b>	Outreach and Assistance
<b>SERVICE NUMBER</b>	2.0
<b>SERVICE CATEGORY</b>	Access
<b>SERVICE DEFINITION</b>	Efforts to identify, contact, and provide on-going assistance to at-risk older adults experiencing social, economic, functional and/or physical isolation and decline. Priority must be given to older adults lacking formal or informal support systems
<b>UNIT OF SERVICE</b>	One hour of Outreach & Assistance (OA) which includes identification of and contact with isolated older persons to determine unmet needs, assist them in gaining access to needed services, and follow-up to ensure needs are met. Drive time to and from the client's home is not to be included.

## 2.1 Allowable Service Components

- a. Initial efforts to identify and contact potential clients.
- b. Initial intake, assessment and completion of the associated paperwork.
- c. Assisting clients in completing forms/paperwork to ensure continued or increased independence. Such forms/paperwork includes: DHS/SSA applications, insurance forms, utility assistance, taxes, prescription assistance applications, etc.
- d. Accompanying clients to professional visits when necessary. Examples might include: medical, legal, Social Security Administration or Department of Human Services appointments, as well as trips to the bank or grocery store. Efforts to find community or family support for on-going assistance of this type must be made and documented regularly. This component does not include transportation for the client.
- e. Advocating and arranging for the client and/or the family caregiver to obtain services that will meet ongoing needs such as personal care, homemaker, home chore, home repair, meals, respite, adult day services, transportation, assistive equipment, disease prevention/health promotion.
- f. Telephone calls/home visits for care coordination and follow-up.
- g. Presentations to the community to increase awareness and access to services for older adults.
- h. Counseling or education to family caregivers regarding self-care, use of supportive services such as respite, skill-building, etc.

All of these components are subject to approval by the contract coordinator.

## 2.2 Minimum Standards

- a. Each program must have uniform intake procedures and maintain consistent records. Intake may be conducted over the telephone. Intake records for each potential client must include as much of the following information as is appropriate for the type of service requested and is able to be determined:
  - 1) Individual's name, street and mailing address, county, township
  - 2) Telephone number
  - 3) Birth date
  - 4) Physician's name, address and telephone number
  - 5) Name, address and phone number of person, other than spouse or relative with whom individual resides, to contact in case of emergency
  - 6) Difficulties with activities of daily living and instrumental
  - 7) Activities of daily living
  - 8) Perceived supportive service needs as expressed by client
  - 9) Individual or their representatives
  - 10) Race/ethnicity
  - 11) Sex
  - 12) Income status
  - 13) Social security number
  - 14) Date of first client or family contact requesting service or referral date and source
  - 15) List of service(s) currently receiving including identifying if care management, FIA or other provider is coordinating services
  - 16) Medication
- b. Each program must identify, determine, and document client needs.
- c. Each program must provide documentation of all contact with and assistance to clients and referrals to other service providers in community. It must also demonstrate reduced isolation by annual client surveys and other appropriate means.
- d. Each program is encouraged to utilize volunteers with clients. Volunteers must be appropriately screened, trained and supervised by professional staff of

service provider and/or other volunteer resources within the community. Appropriate volunteer services include: friendly visiting, meal preparation in the home, transportation, accompanying client to professional appointments and social/recreational events, advocacy for client, grocery and pharmacy errands and helping client complete forms.

- e. Each program must provide follow-up as often as is appropriate but for at least 50% of clients served to determine whether the need(s) were addressed and to determine any problems with the service delivery system.
- f. Each program must complete an initial intake in a timely manner to meet client needs and usually within 10 days of request for service. Each program must also keep record of requests for service which program is unable to meet.
- g. Programs located in areas where non-English or limited English speaking older adults are concentrated are encouraged to have bilingual personnel available (paid or non-paid).
- h. Each program must demonstrate staff and volunteer participation in educational training. Educational opportunities must be encouraged and made available to staff and volunteers on an annual basis.
- i. Each program must demonstrate collaborative relationships with the immediate community and other service providers. Suggestions of collaborative relationships would include providing public presentations to educate the greater community about the needs of their older adults. Also ways in which the community can help and participating in collaborative meetings with other service providers in the community.

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<b>SERVICE NAME</b>	Transportation
<b>SERVICE NUMBER</b>	3.0
<b>SERVICE CATEGORY</b>	Access
<b>SERVICE DEFINITION</b>	<p>Centrally organized services for transportation of older persons to and from community facilities in order to receive services, reduces isolation, and otherwise promote independent living.</p> <p>a. Assisted Transportation:</p> <p>Provide assistance including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.</p> <p>b. Public Transportation:</p> <p>Provide means of transportation for a person who requires help in going from one location to another, using a vehicle. (i.e.: Go-Bus or mass transit). This service would not include any other activity.</p>
<b>UNIT OF SERVICE</b>	A single <u>one-way</u> trip per person, or one educational session.

### 3.1 Minimum Standards:

- a. Older Americans Act funds may be used to fund all or part of the operational costs of transportation programs based on the following modes:
- 1) Demand/Response - characterized by scheduling of small vehicles to provide door to door or curb-to-curb service on demand. The program may include a passenger assistance component.
  - 2) Route Deviation Variation - where a normally fixed route vehicle leaves scheduled route upon request to pick up client.
  - 3) Flexible Routing Variation - where routes are constantly modified to accommodate service requests.
  - 4) Volunteer Reimbursement - characterized by reimbursement of out-of-pocket expenses for individuals who transport older persons in their private vehicles. The program may include a passenger assistance component.

- 5) Public Transit Reimbursement - characterized by partial or full payment of the cost for an older person to use an available public transit system. (either fixed route or demand/response). The program may include a passenger assistance component.
  - 6) Older Driver Education – characterized by systematic presentation of information and training in techniques designed to assist older drivers in safely accommodating changes in sensory and acuity functioning.
- b. Older Americans Act funds may not be used for the direct purchase or lease of vehicles for providing transportation services, unless approved by OSA.
  - c. All drivers and vehicles used for transportation programs supported all or in part by Older American Act funds must be appropriately licensed and inspected as required by the Secretary of State and all vehicles used must be covered by liability insurance. State driver checks must be performed at least every year for all volunteer and staff who transport clients. Documentation of this must be in employee/volunteer files.
  - d. All paid drivers for transportation programs supported all or in part by Older Americans Act funds must be physically capable and willing to assist persons requiring help to and from and to get in and out of vehicles. Such assistance must be available unless expressly prohibited by either a labor contract or insurance policy.
  - e. All paid drivers for transportation programs supported all or in part by Older Americans Act funds shall be trained to cope with medical emergencies, unless expressly prohibited by a labor contract or insurance policy.
  - f. Each program must operate in compliance with the state of MI P.A. 1 of 1985 regarding seat belt usage.
  - g. Each program must attempt to receive reimbursement from other funding sources, as appropriate and available. Examples include American Cancer Society, Veterans Administration, MI Department of Human Services, MI Department of Community Health, Medical Services Administration, United Way, MI Department of Transportation programs, etc. Within a respective PSA, an area agency on aging may use an alternative unit of service (e.g., vehicle miles or passenger miles) when appropriate for consistency among funding sources. Such an alternative unit of service must be approved by MCSA at the time of area plan approval.

## Older Americans Act

### II. Specific Service Requirements

#### B. Community

- 1.0 Adult Day Care
- 2.0 Caregiver Education Support and Training
- 3.0 Counseling
- 4.0 Elder Abuse Prevention
- 5.0 Grandparent Education Support and Training
- 6.0 Legal Assistance
- 7.0 Long Term Care Ombudsman/Advocacy
- 8.0 Senior Center Staffing
- 9.0 Disease Prevention/ Health Promotion

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<b>SERVICE NAME</b>	Adult Day Services
<b>SERVICE NUMBER</b>	1.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Daytime care of any part of a day but less than twenty-four (24) hour care for functionally and/or cognitively impaired elderly persons provided through a structured program of social and rehabilitative and/or maintenance services in a supportive group setting other than the client's home.
<b>UNIT OF SERVICE</b>	One hour of care provided per client.

- 1.1 Each program shall establish written eligibility criteria, which will include at a minimum:
- a. That participants must require continual supervision in order to live in their own homes or the home of a primary caregiver.
  - b. Participants must require a substitute caregiver while their primary caregiver is in need of relief, or otherwise unavailable.
  - c. That participants may have difficulty or be unable to perform activities of daily living (ADLs) without assistance.
  - d. That participants must be capable of leaving their residence, with assistance, in order to receive service.
  - e. That participants would benefit from intervention in the form of enrichment and opportunities for social activities in order to prevent and/or postpone deterioration that would likely lead to institutionalization.
- 1.2 Each program shall have uniform preliminary screening procedures and maintain consistent records. Such screening may be conducted over the telephone. Records for each potential client shall include at a minimum:
- a. The individual's name, address and telephone number.
  - b. The individual's age or birth date.
  - c. Physician's name, address and telephone number.
  - d. The name, address and telephone number of the person to contact in case of emergency.
  - e. Handicaps, as defined by Section 504 of the Rehabilitation Act of 1973, or other diagnosed medical problems.
  - f. Perceived supportive service needs as expressed by the individual.
  - g. Race and Sex (Optional)

- h. An estimate of whether or not the individual has an income at or below the poverty level.
- i. Activities of daily living and instrumental activities of daily living
- j. Poverty income status

Intake is not required for individuals referred by a case coordination and support, care management or HCBS/ED waiver program.

1.3 If preliminary screening indicates an individual may be eligible for Adult Day Services, a comprehensive individual assessment of need shall be performed before admission to the program. All assessments shall be conducted face to face. Assessors must attempt to acquire each item of information listed below, but must also recognize, and accept, the client's right to refuse to provide requested items.

a. Basic Information

- 1) Individual's name, address and telephone number
- 2) Age, date and place of birth
- 3) Sex
- 4) Marital status
- 5) Race and/or ethnicity
- 6) Living arrangements
- 7) Condition of environment
- 8) Income and other financial resources, by source
- 9) Expenses.
- 10) Previous occupation(s), special interests and hobbies
- 11) Religious affiliation

b. Functional Status

- 1) Vision
- 2) Hearing
- 3) Speech
- 4) Oral status (condition of teeth, gums, mouth and tongue)
- 5) Prostheses
- 6) Psychosocial functioning

- 7) Cognitive functioning
- 8) Difficulties in activities of daily living
- 9) History of chronic and acute illnesses
- 10) Medication regimen (Rx, OTC, supplements, herbal remedies), and other physician orders
- 11) Eating patterns (diet history) and special dietary needs
- 12) Assessment
- 13) Dementia status

c. Supporting Resources

- 1) Physician's name, address and telephone number
- 2) Pharmacist's name, address and telephone number
- 3) Services currently receiving or received in the past
- 4) Extent of family and/or informal support network
- 5) Hospitalization history
- 6) Medical/health insurance information
- 7) Long term care insurance
- 8) Clergy name, address and telephone number

d. Need Identification

- 1) Client perceived
- 2) Caregiver perceived, if available
- 3) Assessor perceived
- 4) Determination of whether individual is eligible for program

An initial assessment is not required for individuals referred by Care Management or MI Choice (HCBS/ED) Waiver program. Admission to the program may be based on the referral.

1.4 A service plan shall be developed for each individual admitted to an Adult Day Service program. The service plan must be developed in cooperation with, and be approved by, the client, the client's guardian or designated representative. The service plan shall contain at a minimum:

- a. A statement of the client's problems, needs, strengths, and resources.

- b. A statement of the goals and objectives for meeting identified needs.
- c. A description of methods and/or approaches to be used in addressing needs.
- d. Identification of basic and optional program services to be provided.
- e. Treatment orders of qualified health professionals, when applicable.
- f. A statement of medications being taken while in the program.

Each program shall have a written policy/procedure to govern the development, implementation and management of service plans. Each client is to be reassessed every three months to determine the results of implementation of the service plan. If observation indicates a change in client status, a reassessment may be necessary before three (3) months have passed.

- 1.5 Each program shall maintain comprehensive and complete client files which include at a minimum:
  - a. Details of client's referral to adult day care program.
  - b. Intake records.
  - c. Assessment of individual need or copy of assessment (and reassessments) from referring program.
  - d. Service plan (with notation of any revisions).
  - e. Listing of client contacts and attendance.
  - f. Progress notes in response to observations (at least monthly).
  - g. Notation of all medications taken on premises including:
    - 1) the medication,
    - 2) the dosage,
    - 3) the date and time,
    - 4) initials of staff person who assisted, and
    - 5) comments.
  - h. Notation of basic and optional services provided to the client
  - i. Notation of any and all release of information about the client, signed release of information form, and all client files shall be kept confidential in controlled access files. Each program shall use a standard release of information form which is time-limited and specific as to the information being released.
- 1.6 Each adult day care program shall provide directly or make arrangements for the provision of the following services. If arrangements are made for provision of any

service at a place other than program operated facilities, a written agreement specifying supervision requirements and responsibilities shall be in place.

- a. Outreach and assistance
- b. Care Management
- c. Transportation.
- d. Personal care.
- e. Nutrition: one hot meal per eight-hour day which provides one-third of recommended daily allowances and follows the meal pattern of the General Requirements for Nutrition Programs. Participants in attendance from eight to fourteen hours shall receive an additional meal in order to meet a combined two-thirds of the recommended daily allowances. Modified diet menus should be provided, where feasible and appropriate, which take into consideration client choice, health, Religious and ethnic diet preferences. Meals shall be acquired from a congregate meal provider where possible and feasible.
- f. Recreation: consisting of planned activities suited to the needs of the client and designed to encourage physical exercise, to maintain or restore abilities and skill, to prevent deterioration, and to stimulate social interaction.

1.7 Each adult day care program may provide directly or make arrangements for the provision of the following optional services.

If arrangements are made for provision of any service at a place other than program operated facilities, a written agreement specifying supervision requirements and responsibilities shall be in place.

- a. Rehabilitative: physical, occupational, speech and hearing therapies provided under order from a physician by licensed practitioners.
- b. Medical support: laboratory, x-ray, pharmaceutical services provided under order from a physician by licensed professionals.
- c. Services within the scope of the Nursing Practice Act.
- d. Dental: under the direction of a dentist.
- e. Podiatric: provided or arranged for under the direction of a physician.
- f. Ophthalmologic: provided or arranged for under the direction of an ophthalmologist.
- g. Health counseling.
- h. Shopping assistance/escort.
- i. Each program shall be able to demonstrate a working relationship with a hospital and/or other health care facility to assist participants in obtaining additional planned or emergency health care services as needed.

- 1.8 Each program shall establish written procedures, reviewed by a consulting Pharmacist, Physician, or Registered Nurse to govern the assistance to be given participants in taking medication which includes at a minimum:
  - a. Written consent from the client, or client's representative, to assist in taking medications.
  - b. Verification of medication regimen, including prescriptions and dosages. All medications shall be maintained in their original, labeled containers
  - c. Training and authority of staff to assist clients in taking medications.
  - d. Procedures for medication set up.
  - e. Secure storage of medications belonging to and brought in by participants.
  - f. Disposal of unused medications
  - g. Instructions for entering medication information in client files, including times and frequency of assistance.
  - h. A clear statement by the client and/or client's family responsibility regarding medications to be taken by the client while participating in the program. Also a provision for clients' responsibilities regarding assisted self-medication while in program
- 1.9 Each provider must establish a written policy/procedure for discharging individuals from the program which includes at a minimum one or more of the following:
  - a. The participant's desire to discontinue attendance.
  - b. Improvement in the participant's status so that they no longer meet eligibility requirements.
  - c. An increase in the availability of caregiver support from family and/or friends.
  - d. Permanent institutionalization of client.
  - e. When the program becomes unable to continue to serve the client and referral to another provider is not possible.
- 1.10 Each program shall employ a full-time director with a minimum of a bachelor's degree in a health or human services field or be a qualified health professional. The program shall continually provide support staff at a ratio of no less than one staff person for each eight participants. Health support services may be provided only under the supervision of a registered nurse. If the program acquires either required or optional services from other individuals or organizations, it shall be accomplished through a written agreement that clearly specifies the terms of the arrangement.
- 1.11 Program staff shall be provided with an orientation training that includes, in addition to the topics specified in the General Requirements for all Service Programs, introduction to the program, assessment/observation skills, maintaining records and files, basic first aid, information regarding the aging process, emergency procedures, in-service

training at least twice each year, which is specifically designed to increase their knowledge and understanding of the program and clients, and to improve their skills at tasks performed in the provision of service..

- 1.12 If the program operates its own vehicles for transporting clients to and from the service center, the following transportation minimum standards shall be met:
  - a. All drivers and vehicles shall be appropriately licensed and inspected as required by the Secretary of State and all vehicles used must be covered by liability insurance.
  - b. All drivers shall be required to assist persons to get in and out of vehicles. Such assistance must be available unless expressly prohibited by either a labor contract or insurance policy.
  - c. All drivers shall be trained to respond to medical emergencies.
  - d. Each program must operate in compliance with P.A. 1 of 1985 regarding seat belt usage.
- 1.13 Each program shall have first-aid supplies available at the service center. A staff person knowledgeable in first-aid procedures, including CPR, shall be present at all times participants are in the service center.
- 1.14 Procedures to be followed in emergency situations (fire, severe weather, etc.) must be posted in each room of the service center. Practice drills of emergency procedures shall be conducted once every six months. The program shall maintain a record of all practice drills.
- 1.15 Each service center must have the following furnishings:
  - a. At least one straight back or sturdy folding chair for each participant and staff person
  - b. Lounge chairs and/or day beds as needed for naps and rest periods
  - c. Storage space for participants' personal belongings
  - d. Tables for both ambulatory and non-ambulatory participants
  - e. A telephone accessible to all participants
  - f. Special equipment as needed to assist persons with disabilities.

All equipment and furnishings in use must be maintained in safe and functional condition.

- 1.16 Each service center shall demonstrate that it is in compliance with fire safety standards and the Michigan Food Code.

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<b>SERVICE NAME</b>	Caregiver Education, Support and Training
<b>SERVICE NUMBER</b>	2.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	<p>A program intended to provide assistance to caregivers in understanding and coping with a broad range of issues associated with caregiving. Allowable programs include:</p> <ul style="list-style-type: none"> <li>▪ Education programs, including development and distribution of printed materials, pertaining to physical, emotional and spiritual aspects of caregiving as well as current research and public policy concerns.</li> <li>▪ Initiatives, which provide support activities for caregivers, i.e., support groups, counselling, information and assistance in connecting with community resources, etc.</li> <li>▪ Training programs pertaining to techniques for providing personal care services to care recipients and to address care giving skills for efficacy and caregiver confidence when caring for the care recipient.</li> </ul>
<b>UNIT OF SERVICE</b>	<p>One activity session or hour of education, support and/or training service provision, as appropriate.</p> <p>Note: Printed materials developed and distributed are not to be considered as units of service.</p>

Minimum Standards:

- 2.1 Each program must maintain linkage with caregiver focal points, and respite care programs, as available, in the region to help facilitate opportunities for caregivers to attend education, support and training programs. Respite care may be provided, as an ancillary program component, in conjunction with caregiver education, support and training programs to enable caregiver participation.
- 2.2 Each program shall utilize staffs that have specific training and/or experience in the particular service area(s) being addressed. Continuing education of staff in specific service areas is encouraged.
- 2.3 Each program, in targeting services, shall give priority to geographic areas in which there are a significant number of older individuals who have the greatest economic and/or social need for such services.
- 2.4 Programs may offer services to caregivers over age sixty regardless of the age of the respective care recipient and to caregivers under age sixty when the respective care recipient is aged sixty or over.
- 2.5 Caregiver education, support and training programs may be provided to individuals as well as in group settings. Service may be provided in both community and in-home settings.

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<b>SERVICE NAME</b>	Counseling Services
<b>SERVICE NUMBER</b>	3.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Professional counseling services provided to older adults, and National Family Caregiver Support Program (NFCSP) eligible caregiver in order to prevent or treat problems which may be related to psychological and/or psychosocial dysfunction.  The program may also establish peer counselling programs which utilize older adults as volunteer counselors.
<b>UNIT OF SERVICE</b>	One hour of counseling services including direct client contact and indirect client support. Indirect client support means information gathering, maintenance of case records, and supervisory consultations on behalf of client.

Minimum Standards:

- 3.1 Each program shall conduct a comprehensive assessment of each client which addresses social and psychological function.
- 3.2 A treatment plan shall be developed for each client based on the comprehensive assessment. The treatment plan shall be developed in cooperation with and be approved by the client, and/or the client's guardian or designated representative. The treatment plan shall contain at a minimum:
  - a. A statement of the client's problems, needs, strength and resources
  - b. A statement of the goals and objectives for meeting identified needs
  - c. A description of methods and/or approaches to be used
  - d. Identification of services to be obtained from or provided by other community agencies
  - e. Treatment orders of qualified health professionals, when applicable.

Each program must have a written policy/procedure to govern the development, implementation and management of therapy plans.

Each program shall have a written policy and procedure to govern the development, implementation and management of treatment plans.

- 3.3 The program may provide individual, family and/or group counseling sessions. Family members of clients are eligible for family counselling when appropriate to resolve the problems of the client.
- 3.4 The program shall have the flexibility to provide services in a range of settings,

appropriate to client's needs. Such settings may include in-home visits, senior centers, congregate meal sites, residential care facilities as well as program offices.

- 3.5 Each program must have a written agreement with each local community health board in their respective service area. The agreement must address the following items, at a minimum:
  - a. Provision of 24-hour emergency mental health services if they provide this service directly
  - b. Identification of target populations for each service program
  - c. The criteria and procedures for referral between programs
- 3.6 Paid staff counselors must have appropriate education and experience and be licensed to practice in the State of Michigan.
- 3.7 The program may utilize volunteer peer counselors who are appropriately trained and supervised by paid program staff.
- 3.8 The program shall assure that case supervision is available on a weekly basis for each staff counselor. All open cases must undergo a quarterly case review by the respective staff counselor and appropriate supervisory staff.

<b>SERVICE NAME</b>	Elder Abuse Prevention
<b>SERVICE NUMBER</b>	4.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Activities to develop, strengthen, and carry out programs for the prevention and treatment of elder abuse, neglect, and exploitation.
<b>UNIT OF SERVICE</b>	Each hour of contact with organizations to develop coordinated, comprehensive services for the target population. In addition to contact with other aging subcontract organizations, elder abuse subcontract agencies shall count contact with Adult Protective Services, Family Independence Agency, law enforcement, health care professionals, community mental health, and other relevant service entities when the reason for contact is to meet the above service definition.

Minimum Standards:

- 4.1 Professional/paraprofessional training, community outreach, public education, case consultation, and/or interdisciplinary teams must be implemented through a coordinated, interagency approach.
- 4.2 The coordinated, comprehensive approaches to prevent elder abuse, neglect, and exploitation must include the participation of, at a minimum, adult protective services staff of the local Family Independence Agency office, long term care ombudsman/advocacy programs, and legal assistance programs operating in the service area.

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<b>SERVICE NAME</b>	Grandparent Education, Support and Training
<b>SERVICE NUMBER</b>	5.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Provision of support services (which include respite care, supplemental and education, support and training services) in kinship care situations where an individual aged 60 or over is the primary caregiver for a child no more than 18 years old. Kinship support services may be provided at locations other than the client's residence.
<b>UNIT OF SERVICE</b>	One activity session or hour of education, support and/or training service provision, as appropriate.

Minimum Standards

- 5.1 Each program establishes a written eligibility criterion which includes at a minimum:
  - a. That the child must require support services as a result of the kinship care relationship.
  - b. That the kinship caregiver must be a grandparent or relative caregiver who has a legal relationship to the child or is raising the child informally.
- 5.2 Each program shall conduct an evaluation of the care giving situation to ensure that the skills and training of the respite care worker to be assigned coincides with the situation. The program may utilize volunteer respite care workers.
- 5.3 Each program must develop and maintain procedures to protect the safety and well being of the children being served by the program.
- 5.4 An emergency notification plan shall be developed for each care recipient and respective caregiver.
- 5.5 Supervision must be available to program staff at all times.

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<b>SERVICE NAME</b>	Legal Assistance
<b>SERVICE NUMBER</b>	6.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Provision of legal advice and representation by an attorney (including counselling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and counseling or representation by a non-lawyer where permitted by law to older individuals.
<b>UNIT OF SERVICE</b>	Provision of one hour of an allowable service component.

6.1 Allowable Service Components:

- a. Intake - The initial interview to collect demographic data and identification of the clients' legal difficulties and questions.
- b. Advice and Counsel - Where the client is offered an informed opinion, possible courses of action and clarification of his/her rights under the law.
- c. Referral - If a legal assistance program is unable to assist a client with the course of action that he/she wishes to take, an appropriate referral should be made. Referral may also be necessary when legal services providers observe individuals needs which they are unable to resolve, such as income maintenance, social service or health service needs.
- d. Representation - If the client's problem requires more than advice and counsel and the case is not referred to another source, the program may represent the person in order to achieve a solution to the legal problem. Representation may include legal research, negotiation, preparation of legal documents, correspondence, appearance at administrative hearings or courts of law, and legal appeals where appropriate.
- e. Legal Research - The gathering of information about laws, rights, or interpretation of laws that may be performed at any point after intake has occurred, to resolve individual's legal problems. Such information will be used to assist providers of legal services in counseling individuals, in representing them in hearings and courts of law or in negotiations with potential legal adversaries.
- f. Preparation of Legal Documents - Writing documents that serve to protect individual rights, such as contracts, wills or leases, which might later be used in a court of law.
- g. Negotiation - As the clients' representative, program staff may contact other persons concerned with the clients' legal problem in order to clarify factual or legal contentions and possibly reach an agreement to settle legal claims.

- h. Legal Education - Preparation and presentation of programs to inform elderly persons of their rights, the legal system, and alternative courses of legal action.

6.2 Minimum Standards:

- a. Each legal assistance program must have an established system for targeting and serving those in greatest social and economic need.
- b. Service must be provided by, supervised by or have direct contact with an attorney licensed to practice law in the State of Michigan who can perform or supervise any of the components listed above.
- c. Paralegals, defined as an individual trained in accredited paralegal courses or in the specific legal service subject areas in which they will be assisting an attorney or law students with under 30 hours of course work under the supervision and guidance of a licensed attorney, (may) can perform any of the components listed above with the exceptions of representation in court and final review of legal documents. Although paralegal may represent a client at an administrative hearing, representation in court must be performed by an attorney. Preparation of legal documents may be assigned to paralegal; however, all finalized documents must be reviewed and approved by an attorney.
- d. Law students who have completed 30 hours of course work at an accredited law school can perform any of the service components under legal assistance acting under the guidance and supervision of a licensed attorney.
- e. The program may support initiation of a class action suit when a large group of seniors are affected by a legal inequity.
- f. Each program must provide at a minimum, advice and counsel, representation and education service components.
- g. Each program must demonstrate coordination with local long-term care advocacy programs operating in their project area.
- h. When a legal assistance program identifies issues affecting clients which may be remedied by legislative action, such issues should be brought to the attention of AAAWM, OSA, and the Michigan Legal Services legislative branch, as permissible and appropriate.
- i. Each program must provide assurance that it operates in compliance with regulations promulgated under the Older Americans Act as set forth in 45 CFR Section 1321.
- j. Each program that is not part of the Legal Service Corporation project grantee must have a system to coordinate its services with existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided under this definition to individuals with the greatest social and economic need.
- k. Each program must make reasonable efforts to maintain existing levels of legal

assistance for older individuals being furnished with funds from sources other than Title III Part B of the Older Americans Act.

- I. A legal assistance provider may not be required to reveal any information that is protected by attorney/client privilege. Each provider shall make available non-privileged, non-confidential, and unprotected information which will enable AAAWM to perform monitoring of the provider's performance, under contract, with regard to these operating standards.
  
- m. Each program must give priority to legal assistance related income, health care, long-term care, nutrition, housing, utilities, and protective services, defence of guardianship, abuse, neglect, and discrimination.

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<b>SERVICE NAME</b>	Long Term Care Ombudsman/Advocacy
<b>SERVICE NUMBER</b>	7.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	<p>Provision of assistance to residents of long-term care facilities to resolve complaints through problem identification and definition, education regarding rights, provision of information on appropriate rules, and referrals to community resources. The service also involves assistance to prospective long-term care facility residents and their families regarding placement, financing, and other long-term care options. Identification and sharing of best practices in long term care service delivery, with an emphasis on promotion of the Eden Alternative, is also part of the service. Each program must provide the following elements:</p> <ol style="list-style-type: none"> <li>a. Family Support - Provision of assistance to elderly persons and their families in understanding, identifying, locating, evaluating, and/or obtaining long-term care services.</li> <li>b. Complaint Investigation/Advocacy - Receipt, investigation, verification, and attempted resolution of individual complaints from residents or others acting on their behalf regarding any action which may adversely affect the health, safety, welfare, and rights of a long-term care facility resident. Complaint resolution processes include negotiation, mediation, and conflict resolution skills. This component also includes activities related to identifying obstacles and deficiencies in long-term care delivery systems and developing recommendations for addressing identified problems.</li> <li>c. Community Education - Provision of information to the public, including long-term care facility residents, regarding all aspects of the long-term care system. This component includes formal presentations, agency consultation, activities with the print and electronic media, development of consumer information materials.</li> <li>d. Volunteer Support - Conduct of recruitment, training and ongoing support activities related to volunteer advocates assigned to assist residents of identified long-term care facilities.</li> </ol>
<b>UNIT OF SERVICE</b>	Each hour of family support, complaint investigation/advocacy, community education, or volunteer support activities.

Minimum Standards:

- 7.1 Each program must be capable of providing assistance to residents of each long-term care facility in the service target area.

Each entity desiring to be designated as a local Ombudsman must be pre-qualified by the Michigan Office of the State Long Term Care Ombudsman (MOSLTCO) prior to responding to AAAWM's proposal process. The MOSLTCO will establish written pre-qualification criteria which must be met by each entity. Subsequent to pre-qualification by the MOSLTCO and the award of funds by AAAWM, each designated local Ombudsman program will adhere to program directions, instructions, and guidelines issued by the MOSLTCO in the following areas:

- a. Recruiting, interviewing and selection, initial training, apprenticeship and assessment of job readiness and credentialing of new local ombudsman staff and ombudsman volunteers
- b. Ongoing education, professional development, performance evaluation, as related to the annual certification and designation process
- c. Assignment to workgroups, task forces, special projects, meetings, both internal and external
- d. Conduct of local ombudsman work and activities
- e. Attendance at training/professional development events, staff meetings, quarterly training sessions and other education events, or attendance as a presenter, as necessary
- f. Communication protocols and procedures, telephone protocols, interaction with MOSLTCO toll-free line and information specialists
- g. Implementation and operation of the ombudsman volunteer program

Each program will use the reporting system, procedures and reporting time frames specified in their contract with AAAWM and as determined by OSA and the Michigan Office of the State Long Term Care Ombudsman.

- 7.2 Each program must establish a support system to supervise ombudsman advocates visiting long-term care facilities.
- 7.3 Each program must maintain the confidentiality of client identity and client records in accordance with policies issued by OSA and the Office of the State Long Term Care Ombudsman.
- 7.4 Each program must establish linkage with legal assistance and Medicare/Medicaid Assistance Programs (MMAAP) operating in the project service area and be able to assist clients in gaining access to available services, as necessary.
- 7.5 Each program must maintain working relationships with OSA-funded care management and Michigan Department of Community Health HCBS/ED Waiver projects operating in the project service area.

- 7.6 Each program, through leadership provided by the MOSLTCO and in cooperation with the Michigan Guardianship Association, will develop and maintain relationship with public and private guardians.
- 7.7 Each program must develop and maintain, for the purposes of coordination, relationships with state and local law enforcement agencies and courts of competent jurisdiction.
- 7.8 Each program must establish or participate in a regional Eden Alternative support group, in cooperation with BEAN (Bringing the Eden Alternative to Michigan).
- 7.9. Each program must develop and maintain an effective working relationship with the local nursing home closure team for their area as designated by the State of Michigan, Department of Community Health.
- 7.10 Each program must be able to demonstrate working relationships with local offices of the Family Independence Agency, local Department of Consumer and Industry Services licensing and survey team, and local county public health agencies.
- 7.11 Program staff must be familiar with the complaint resolution processes of the Michigan Department of Consumer Industry Services, Family Independence Agency, the Federal Office of Civil Rights, Michigan Peer Review Organization, and the Michigan Office of the Attorney General's Health Care Fraud Unit, Social Security Administration, and the Federal Office of the Inspector General.
- 7.12 Program staff must receive training in the following areas: the common characteristics, conditions and treatments of long-term care residents long-term care facility operations long-term care facility licensing and certification requirements Titles XVIII and XIX of the Social Security Act interviewing, investigating, mediation, and negotiation skills, the Eden Alternative, management of volunteer programs, and other areas as designated by the Michigan Office of the State Long Term Care Ombudsman.
- 7.13 Each program must operate in compliance with Long Term Care Ombudsman program instructions, issued by OSA through transmittal letters, as required by federal and state authorizing legislation.

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<b>SERVICE NAME</b>	Senior Center Staffing
<b>SERVICE NUMBER</b>	8.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Provision of funding to support staff positions at senior centers which may include: A senior center director, a senior center program coordinator, or a senior center specialist.
<b>UNIT OF SERVICE</b>	Each hour of staff time worked.

Minimum Standards:

- 8.1 Each program must strive to adhere to the Principles for the Operation of Senior Centers as established by the National Institute of Senior Centers. (See Appendix B)
- 8.2 Where the program supports a senior center director position, the person occupying this position must have the authority to perform administrative functions of the senior center.
- 8.3 Where the program supports a senior center program coordinator position, the person occupying this position must be involved in the development of three or more programs at any given time.
- 8.4 Where the program supports a senior center specialist position, the person occupying this position must oversee the operation of a variety of programs and/or services within the senior center.
- 8.5 Allowable senior center staffing costs are limited to:
  - a. Wages
  - b. Fringes
  - c. Travel
  - d. Training
  - e. Supplies (not to exceed \$200.00 for each position to be used only in support of that position.)

Kent County Senior Millage Providers

- 8.6 Programs must be geared to addressing the future needs and expectations of the "Baby Boomer" generation.

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<b>SERVICE NAME</b>	Disease Prevention/Health Promotion
<b>SERVICE NUMBER</b>	9.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	<p>A service program that provides information and support to older individuals with the intent of assisting them in avoiding illness and improving health status.</p> <p>Allowable programs include:</p> <ul style="list-style-type: none"> <li>• Health Risk Assessments</li> <li>• Health Promotion Programs</li> <li>• Physical Fitness, group exercise, music, art, dance movement therapy; programs for Multi-Generational Participation</li> <li>• Medication management, screening, and education to prevent incorrect medication and adverse drug reactions</li> <li>• Mental Health Screening Programs</li> <li>• Education programs pertaining to the use of Preventative Health Services covered under Title XVIII of the Social Security Act. <b>Programs must be evidence-based for adults and approved by AAWM.</b></li> <li>• Information programs concerning diagnosis, prevention, treatment and rehabilitation of age related diseases and chronic disabling conditions</li> </ul>
<b>UNIT OF SERVICE</b>	One activity session or hour of related service provision, as appropriate.

### Minimum Standards

- 9.1 Each program shall utilize staff that have specific training and/or experience in the particular service area(s) being provided. Continuing education of staff in specific service areas is encouraged.
- 9.2 Each program, in targeting services, shall give priority to geographic areas which are medically underserved and in which there are a significant number of older individuals who have the greatest economic need for such services.
- 9.3 Each program is encouraged to facilitate and utilize a regional health coalition to plan for and implement services. Members of the regional health coalition should include one or more members of the Michigan Primary Care Association and other organizations such as: local public health departments; community mental health boards; cooperative extension agents; local aging service providers; local health practitioners; local hospitals; and local MMAP providers.

- 9.4 Disease prevention and health promotion services should be provided at locations and in facilities convenient to older participants.
- 9.5 Medication management services may be provided to individual clients with Title III-Part D funds only through use of the “In-home Services Medication Management” service definition, service number B-7 of the Operating Standards for Services Programs.

## Older Americans Act

### II. Specific Service Requirements

#### C. In-Home Services

1.0 General Requirements for In-Home Service Programs

2.0 Homemaker

3.0 Medication Management

4.0 Respite Care

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## C. In-Home Services

### 1.0 General Requirements for In-Home Service Programs

In addition to the General Requirements for all Service Programs, the following general standards apply to all in-home service categories unless otherwise specified.

#### 1.1 Service from Other Resources

Each in-home service program, prior to initiating service, shall determine whether a potential client is eligible to receive the respective service(s) or any component support service(s) through a program supported by other funding sources, particularly programs funded through the Social Security Act. If it appears that an individual can be served through other resources, an appropriate referral should be made or third-party reimbursement sought. Each program must establish coordination with appropriate local Department of Human Services (DHS) offices to ensure that funds received from AAAWM are not used to provide in-home services which can be paid for or provided through programs administered by DHS.

Older Americans Act (OAA) funding may not be used to supplant (or substitute for) other federal, state or local funding that was being used to fund services, prior to the availability of OAA funds.

OAA programs do not qualify as third party payers for Medicaid or Medicare purposes.

#### 1.2 Individual Assessment of Need

Each in-home service program, as identified in the table below, shall conduct an assessment of individual need for each client. Each program with required assessments shall avoid duplicating assessments of individual clients to the maximum extent possible. In-home service providers may accept assessments, and reassessments, from case coordination and support programs, care management programs, home and community based Medicaid programs, other aging network home care programs, and Medicare certified home health providers. Clients with multiple needs should be referred to care management programs.

Clients shall be assessed within 14 calendar days of initiating service. If services are to be provided for 14 calendar days or less, a complete assessment need not be conducted. In such instances, the program must determine the client's eligibility to receive services and gather the Basic Information specified below.

The assessments are to be used to verify need, eligibility, and the extent to which services are to be provided. The assessment should verify an individual to be served has functional, physical or mental characteristics that prevent them from providing the service for themselves and that an informal support network is unavailable or insufficient to meet their needs. Eligibility is to be verified against established criteria for each respective service category. If an individual is found to be ineligible, the reason(s) are to be clearly stated, shall be conducted face to face and provide as much of the information specified below as it is possible to determine. Programs must refer individuals thought to be eligible for Medicaid to DHS.

Periodic reassessments must be conducted face to face according to the following chart. Reassessments are to be used to determine changes in client status, client satisfaction, and continued eligibility. Each assessment and reassessment should include a determination of when reassessment should take place.

In-Home Services Requiring Assessments	Minimum Reassessment Frequency (unless circumstances require more frequent reassessment)
Homemaking & Caregiver Homemaker Respite	6 months (180 days)
Personal Care Assistance	6 months
Home Delivered Meals	6 months
Medication Management	3 months
Respite Care	6 months

When assessment are not conducted by a registered nurse (R.N.) the program must have access to, and utilize, an R.N. for assistance in reviewing assessments, as appropriate, and maintaining necessary linkages with appropriate health care programs.

Assessors must attempt to acquire each item of information listed below, but must also recognize, and accept, the client's right to refuse to provide requested items. Changes in any item should be specifically noted during reassessments. Assessments must be documented in writing, signed and dated.

Minimum information to be gathered by assessments:

- a. Basic Information
  - 1) Individual's name, address and phone number
  - 2) Source of referral
  - 3) The name, address and phone number of person to contact in case of an emergency
  - 4) The name address and phone number of caregiver(s)
  - 5) Gender
  - 6) Age, date of birth
  - 7) Race and/or ethnicity

- 8) Living arrangements
- 9) Condition of residential environment
- 10) Whether or not the individual's income is below the poverty level and/or sources of income (particularly SSI)

b. Functional Status

- 1) Vision
- 2) Hearing
- 3) Speech
- 4) Oral status (condition of teeth, gums, mouth and tongue)
- 5) Prostheses
- 6) Limitations in activities of daily living
- 7) Eating patterns (diet history), special dietary needs, source of all meals, and nutrition risk
- 8) History of chronic and acute illnesses
- 9) Prescriptions, medications and other physician orders

c. Support Resources

- 1) Physician's name, address and phone number (for all physicians)
- 2) Pharmacist's name, address and phone number (for all pharmacies utilized)
- 3) Services currently receiving or received in past (including identification of those funded through Medicaid)
- 4) Extent of family and/or informal support network
- 5) Hospitalization history
- 6) Medical/health insurance available
- 7) Clergy name, address and phone number if applicable

d. Client Satisfaction (at reassessment)

- 1) Client's satisfaction with services received
- 2) Client's satisfaction with program staff performance
- 3) Consistency of services provided

### 1.3. Service Plan

Each in-home service program must establish a written service plan for each client, based on the assessment of need, within 14 calendar days of the date the assessment completed. The service plan must be developed in cooperation with the client, client's guardian or designated representative, as appropriate.

To avoid duplication, in-home service programs may accept the service plan developed by a referring case coordination and support, care management, home and community based Medicaid program, other aging network home care programs, and Medicare certified home health providers.

When the service plan is not developed by a registered nurse (R.N.), in-home service programs must have access to, an R.N. for assistance in developing service plans, as appropriate. Service plans must be evaluated at each client reassessment.

### 1.4. In-home Supervision

Program supervisors must be available to program staff, via telephone, at all times they are in a client's home.

Each in-home service program, except for home delivered meals, must conduct one in-home supervisory visit for each program staff member, with a program client present, each fiscal year. A registered nurse must be available to conduct in-home supervisory visits, when indicated by client circumstances. Additional in-home supervisory visits should be conducted as necessary. The program shall maintain documentation of each in-home supervisory visit.

### 1.5. Client Records

Each in-home service program must maintain comprehensive and complete client records which contain at a minimum:

- a. Details of referral to program.
- b. Assessment of individual need or copy of assessment (and reassessment) from referring program.
- c. Service plan (with notation of any revisions).
- d. Programs (except home delivered meals) with multiple sources of funding must specifically identify clients served with funds from OSA; records must contain a listing of all contacts (dates) paid for with funds from OSA, with clients and the extent of services provided (units per client).
- e. Notes in response to client, family, and agency contacts (including notation of all referrals made).
- f. Record of release of any personal information about the client or copy of signed release of information form.

- g. Service start and stop dates.
- h. Service termination documentation, if applicable.
- i. Signatures and dates on client documents, as appropriate.

All client records (paper and electronic) must be kept confidential in controlled access files.

1.6. In-Service Training

Staff and volunteers of each in-home service program shall receive in-service training at least twice each fiscal year which is specifically designed to increase knowledge and understanding of the program, the aging process, and to improve skills at tasks performed in the provision of service. Issues addressed under the aging process may include, though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse and exploitation. Records shall be maintained which identify the dates of training, topics covered and persons attending.

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<b>SERVICE NAME</b>	Homemaker & Caregiver Homemaker Respite
<b>SERVICE NUMBER</b>	2.0
<b>SERVICE CATEGORY</b>	In-Home
<b>SERVICE DEFINITION</b>	<p>Performance of routine household tasks to maintain an adequate living environment for older individuals with functional limitations. Homemaking does not include provision of chore or personal care tasks. Allowable homemaking tasks are limited to one or more of the following:</p> <ul style="list-style-type: none"> <li>• laundry</li> <li>• ironing</li> <li>• meal preparation</li> <li>• shopping for necessities (including groceries) and errand running</li> <li>• light housekeeping tasks (dusting, vacuuming, mopping floors, cleaning bathroom and kitchen, making beds, maintaining safe environment</li> <li>• observing, reporting, and recording any change in client's condition and home environment</li> </ul> <p>Note: Social/emotional support of client may be offered in conjunction with other allowable tasks.</p>
<b>UNIT OF SERVICE</b>	One hour spent performing allowable homemaking activities.

2.1 Minimum Standards:

- a. Each program must have written eligibility criteria.
- b. Individuals employed as homemakers must have previous relevant experience or training and skills in housekeeping, household management, meal preparation, good health practices, observation, reporting, and recording information.
- c. Required in-service training topics include safety, sanitation, household management, nutrition and meal preparation.

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SERVICE NAME	Medication Management
SERVICE NUMBER	3.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	<p>Direct assistance in managing the use of both prescription and over the counter (OTC) medication. Allowable program components include:</p> <ul style="list-style-type: none"> <li>• Face-to-face review of client's prescription, OTC medication regimen, and use of herbs and dietary supplements.</li> <li>• Regular set-up of medication regimen (Rx pills, Rx injectables, and OTC medications).</li> <li>• Monitoring of compliance with medication regimen.</li> <li>• Cueing via home visit or telephone call.</li> <li>• Communicating with referral sources (physicians, family members, primary care givers, etc.) regarding compliance with medication regimen.</li> <li>• Family, caregiver and client education and training.</li> </ul>
UNIT OF SERVICE	Each 15 minutes (.25 hours) of component activities performed. Clinics units of service are allowed as approved by AAAWM.

Minimum Standards:

- 3.1 Each program shall employ a registered nurse (RN) who supervises program staff and is available to staff when they are in a client's home or making telephone reminder calls. Each program shall employ program staffs who are appropriately licensed, certified, trained, oriented and supervised.
- 3.2 The supervising nurse shall review and evaluate the medication management care plan and the complete medication regimen, including prescription and OTC medications, dietary supplements and herbal remedies, with each client and appropriate caregiver.

Each program shall implement a procedure for notifying the client's physician(s) of all medications being managed.
- 3.3 The program shall be operated within the three basic levels of service as follows:

Level 1: Telephone reminder call/cueing with maintenance of appropriate documentation. Program staff performing this level of service shall be delegated by the supervising nurse.

Level 2: In home monitoring visit and or cueing with maintenance of appropriate documentation. Program staff performing level 2 services shall be delegated by the supervising nurse.

Level 3: In home medication set up, instructions, and passing and/or assistance with medications (e.g., putting in eye drops, pills and giving injections). Program staff performing level 3 services shall be delegated by the supervising nurse.

3.4 The program shall maintain an individual medication log, for each client that contains the following information:

- a. Each medication being taken.
- b. The dosage for each medication.
- c. Label instructions for use for each medication.
- d. Level of service provided and initials of person providing service.
- e. Date and time for each time services are provided.

3.5 The program shall report any change in a client's condition to the client's physician(s) immediately.

<b>SERVICE NAME</b>	Respite Care
<b>SERVICE NUMBER</b>	4.0
<b>SERVICE CATEGORY</b>	In-Home
<b>SERVICE DEFINITION</b>	Provision of companionship, supervision and/or assistance with activities of daily living for mentally or physically disabled and frail elderly persons in the absence of the primary care giver(s). Individuals 18 years of age and older are eligible if funded through Tobacco Respite or Title III E funding. Respite care may be provided at locations other than the client's residence.
<b>UNIT OF SERVICE</b>	Each hour of respite care provided per client.

Minimum Standards:

- 4.1 Each program must establish written eligibility criteria which include at a minimum:
  - a. That clients must require continual supervision in order to live in their own homes or the home of a primary care giver or require a substitute care giver while their primary care giver is in need of relief or otherwise unavailable and/or
  - b. That clients may have difficulty performing or be unable to perform activities of daily living (ADLs) without assistance as a result of physical or cognitive impairment.
- 4.2 Respite care services include:
  - a. Attendant care (client not bed-bound) – companionship, supervision and/or assistance with toileting, eating, and ambulation and,
  - b. Basic Care (client may or may not be bed-bound) - assistance with ADLs, routine exercise regimen, and assistance with self- medication.
  - c. Respite care may also include chore, homemaking, home care assistance, home health aide, meal preparation and personal care services. When provided as a form of respite care, these services must also meet the requirements of that respective service category.
- 4.3 Each program shall ensure that the skills and training of the respite care worker to be assigned coincides with the service plan of the client, client needs, and client preferences. Client needs may include, through are not limited to, cultural sensitivity, cognitive impairment, mental illness, and physical limitation.
- 4.4 An emergency notification plan shall be developed for each client, in conjunction with the client's primary caregiver.

- 4.5 Each program shall establish written procedures to govern the assistance to be given participants in taking medications which includes at a minimum:
- a. Who is authorized to assist participants in taking either prescription or over the counter medications and under what conditions such assistance may take place. This must include a review of the type of medication to be taken and its impact upon the client.
  - b. Verification of prescriptions and dosages. All medications shall be maintained in their original, labeled containers.
  - c. Instructions for entering medications information in client files, including times and frequency of assistance.
  - d. A clear statement of the client's and client's family responsibility regarding medications to be taken by the client while participating in the program and provision for informing the client and client's family of the program's procedures and responsibilities regarding assisted self-administration of medications.
- 4.6 Care recipient must need assistance with two Activities of Daily Living or have a cognitive impairment.

Older Americans Act

II. Specific Service Requirements

D. Nutrition Services

- 1.0 Nutrition Services General Requirements
- 2.0 Home Delivered Meals
- 3.0 Congregate Meals
- 4.0 Nutrition Education

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D. Nutrition Services

1.0 General Requirements For Nutrition Programs For The Elderly

1.1 Meals must comply with the Dietary Guidelines for Americans, and provide a minimum of 33 1/3 percent of the daily recommended dietary allowances if one meal is provided, 66 2/3 percent if two meals per day are provided and 100 percent of the allowances if three meals per day are provided. Meals may be presented hot, cold, frozen or shelf-stable and shall conform to the following meal pattern:

Meal Requirements	Servings per meal	Notations
<b>Bread or Bread Alternate</b>	2 servings: bread, rice, pasta, cereal.  A starchy vegetable may replace one bread serving.	Encourage whole grains.
<b>Vegetable</b>	2 servings: 1 serving = ½ cup or equivalent measure	Fresh, frozen, or canned and prepared without added sodium. Focus on deep colored and dark green leafy vegetables. Cooked dried beans or peas are a good fiber source.
<b>Fruit</b>	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable)	Fresh, frozen, canned or dried. Deep colored fruits and good sources of Vitamin C are encouraged daily.
<b>Milk or Milk Alternate</b>	1 serving: 1 cup or equivalent measure	Encourage low-fat or skim milk, buttermilk, yogurt or cottage cheese.
<b>Meat or Meat Alternate</b>	1 serving: 2-3 oz or equivalent measure	Encourage lean and low-fat meats and cheeses. Dried beans and peas are a good choice. Peanut butter, cottage cheese, tofu, and eggs also qualify.
<b>Fats</b>	1 serving: 1 teaspoon or equivalent measure	Select choices that are good sources of mono- and poly-unsaturated fats. Limit total fat to no more than 30% of total daily calories. Each week's meals shall contain no more than 25 grams average total fat.
<b>Dessert</b>	Optional	Choose nutrient dense desserts such as fruits, whole grain quick breads, puddings with limited fats and sugars. Limit high calorie desserts such as pies, cakes, cookies etc.
<b>Sodium</b>	No more than 1200 mg per meal average weekly total.	Select and prepare foods with less salt or sodium and use salt-free seasonings.
<b>Fiber</b>	3 choices out of a 5 day week high fiber	Choose whole grains, fruits and vegetables

1.2 In addition to the meal pattern above, servings shall conform to the following:

a. Bread or Bread Alternate, For Example

- 1 small 2 ounce muffin
- 2" cube cornbread
- 1 biscuit, 2.5" diameter
- 1 waffle, 7" diameter
- 1 slice French toast
- ½ English muffin
- 1 tortilla, 6" diameter
- 2 pancakes, 4" diameter
- ½ bagel;
- 1 small sandwich bun
- ½ cup cooked cereal, grits, barley, bulgur or masa
- 4-6 crackers
- ½ large sandwich bun
- ¾ cup ready to eat cereal
- ¼ cup granola
- 2 graham cracker squares
- ½ cup bread dressing/stuffing
- ½ cup pasta, noodles, rice

A variety of enriched and/or whole grain bread products, particularly those high in fiber, are recommended.

b. Vegetables, For Example

- A serving of vegetable (including dried beans, peas and lentils) is generally ½ cup cooked or raw vegetable; ¾ cup 100% vegetable juice; or, 1 cup raw leafy vegetable. For pre-packed 100% vegetable juices, a ½ cup juice pack may be counted as a serving if a ¾ cup pre-packed serving is not available.
- Fresh or frozen vegetables are preferred. Canned vegetables are acceptable but may be high in sodium.
- Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes should total ½ cup per serving.
- Starchy vegetables, such as potatoes, sweet potatoes, corn, yams, or plantains, may replace one of the two bread servings.

c. Fruits, For Example

- A serving of fruit is generally a medium apple, banana, orange, or pear; ½ cup chopped, cooked or canned fruit; or ¾ cup 100% fruit juice. For

pre-packed 100% fruit juices, a ½ cup juice pack may be counted as a serving if a ¾ cup pre-packed serving is not available.

- Fresh, frozen, or canned fruit will preferably be packed in juice, light syrup or without sugar.

d. Milk or Milk Alternates, For example

- One cup low-fat, skim, whole, buttermilk, low-fat chocolate, or lactose-free milk fortified with Vitamins A and D should be used. Low-fat or skim milk is recommended for the general population. Powdered dry milk (1/3 cup) or evaporated milk (1/2 cup) may be served as part of a home delivered meal.
- Milk alternates for the equivalent of one cup of milk include:
  - 1 cup yogurt
  - 1½ cups cottage cheese
  - 8 ounces tofu (processed with calcium salt)
  - 8 ounces calcium fortified soy milk
  - 1½ ounces natural or 2 ounces processed cheese

e. Meat or Meat Alternate, For Example

- Two to three ounces of meat or meat alternate should generally be provided for the lunch or supper meal. Meat serving weight is the edible portion, not including skin, bone, or coating.
- The following are equivalent to 1 ounce of meat:
  - 1 large egg
  - 1 ounce cheese (nutritionally equivalent measure of pasteurized process cheese, cheese food, cheese spread, or other cheese product). It is best to choose low-fat cheese such as mozzarella, feta, ricotta, etc.
  - ½ cup cooked dried beans, peas or lentils
  - 2 tablespoons peanut butter or 1/3 cup nuts
  - ¼ cup cottage cheese
  - ½ cup tofu, or 4 ounces
  - ¼ cup tempeh
- A one ounce serving or equivalent portion of meat, poultry, or fish may be served in combination with other high protein foods.
- Except to meet cultural and/or religious preferences and for emergency meals, avoid serving dried beans, peas, lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.
- Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as meat alternates.

- In order to limit the sodium content of the meals, serve cured and processed meats (e.g., ham, smoked or Polish sausage, corned beef, hot dogs, luncheon meats, dried beef) no more than once a week.

f. Accompaniments

Include traditional meal accompaniments as appropriate, e.g., condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich; tartar sauce with fish; salad dressing with tossed salad; margarine with bread or rolls. Whenever feasible, provide reduced fat alternatives. Minimize use of fat in food preparation. Fats should be primarily from vegetable sources and in a liquid or soft (spreadable) form that are lower in hydrogenated fat, saturated fat, and cholesterol.

g. Desserts

Serving a dessert is optional. Healthier desserts generally include fruit, low-fat puddings, whole grains, low-fat products, and limited sugar items such as quick breads (banana or pumpkin bread). Fresh, frozen, or canned fruits packed in their own juice are often encouraged as a dessert item in addition to the serving of fruit provided as part of the meal.

h. Beverages

Fluid intake should be encouraged, as dehydration is a common problem in older adults. Drinking water should be available with each meal.

i. Vegetarian Meals

Vegetarian meals can be served and should follow the principle of complementary proteins, where proteins from plant sources (legumes such as cooked dried beans and peas) are combined with grains (rice, breads, pasta) at the same meal. Vegetarian meals are a good opportunity to provide variety to menus and highlight the many ethnic food traditions found in Michigan.

j. Breakfast Meals

A breakfast meal may contain three fruit servings and no vegetable as an option to the required meal plan.

k. Frozen Meals

Frozen meals used for weekends and holidays must be approved by AAAMW and meet the same menu criteria as other meals.

For each client receiving frozen meals, the program must verify and document that each client has the ability to properly store and heat the frozen meal.

Providers with scratch kitchens may prepare and freeze meals in lieu of purchasing pre-prepared frozen meals. Food which has been hot held for longer than 60 minutes may not be used in the preparation of frozen meals. Frozen meals may not be prepared at satellite meal sites as a means of using leftovers.

All frozen meals not commercially prepared must be labeled and disposed of 60 days after the date they were frozen.

I. Emergency Meals

Up to 5 emergency meals may be provided to home delivered meal clients to offset the impact of emergency closings. Emergency meals must meet the same menu criteria as the other meals and must be approved each year by AAAMW.

Clients must be provided with written instructions for the use of the emergency meals.

Emergency meals are not intended to be a supplemental source of food. Clients needing supplemental foods should be referred to the Food Assistance Program (Food Stamps), local food pantries and other identified resources. The nutrition project may replenish this supply of emergency meals only when the project has documented enough closed days to exhaust the supply of emergency meals provided. If the closings only pertain to one meal site or home delivered meal route, only meals to those clients may be replenished. Regular site closings such as funerals or special events do not count toward emergency closings.

m. Potluck Meals

Nutrition Projects may not contribute to; provide staff time, or otherwise support potluck dining activities.

1.3 Each program shall utilize a menu development process, which places priority on healthy choices and creativity and includes, at a minimum:

- a. Use of written, standardized recipes.
- b. Cycle menus are encouraged for costs containment and/or convenience, but are not required. Cycle menus shall be a minimum of 6 weeks duration and shall be revised seasonally or a minimum of twice per year. Programs are encouraged to consult with the regional dietitian during the menu development process.
- c. All menus shall be approved by the regional dietitian who must be a registered dietitian, or an individual who is dietitian-registration eligible. Menus shall be submitted to the AAAMW Nutrition Coordinator for approval at least three weeks before they are to be served or if the provider has publication deadlines, two weeks prior to the desired publication deadlines whichever is greater.
- d. A computer nutrition analysis shall accompany each menu submitted. A computer nutrition analysis shall accompany each menu submitted. The computer analysis shall include, at a minimum, all nutrients FDA requires to be reported on the food label. This currently consists of:
  - Calories (KCAL)
  - Protein
  - Carbohydrate
  - Fat- Total grams, saturated fat, trans fat

- Fiber
- Vitamin A
- Vitamin C
- Calcium
- Iron
- Sodium

In addition:

- The main meal must contain a minimum of 27g of protein in each meal.
- Second and third meals must contain a minimum of 19g of protein in each meal.
- Each meal must contain a minimum of 600 calories (kcal).
- Fat, Fiber, Vitamin A, Vitamin C, Calcium, Iron and Sodium may be averaged over a one week period in determining compliance. All other nutrients must be met daily.

- e. The menu to be served must be posted in a conspicuous place at each meal site and at each place food is prepared. Each home delivered meal client shall be provided with a copy of the menu in advance. The program must be able to provide information on the nutrition content of menus upon request.
- f. Modified diet menus should be provided, where feasible and appropriate, which take into consideration client choice, health, religious and ethnic diet preferences.
- g. A record of the menu actually served each day shall be maintained for each fiscal year's operation.
- h. Records shall be available for review for a minimum of one year past the end of the fiscal year of each menu.
- i. Written procedures for revising menus after they have been approved.

- 1.4 The nutrition program must operate according to current provisions of the Michigan Food Code. Minimum food safety standards are established by the respective local Health Department. Each program must have a copy of the Michigan Food Code available for reference. Programs are encouraged to monitor food safety alerts pertaining to older adults.

Each kitchen which prepares food for the nutrition program shall be licensed by the local health department. The program shall submit copies of inspection reports on all facilities to the respective area agency on aging within 10 days of receipt. It is the responsibility of the program to address noted violations promptly.

Each kitchen which prepares food for the nutrition program and each meal site or satellite site which distributes home delivered meals shall have at least one key staff person (manager, cook or lead food handler) complete a Food Service Manager Certification Training Program that has been approved by the Michigan Department of Agriculture.

The time period between preparation of food and the beginning of serving shall be as minimal as feasible. Food shall be prepared, held and served at safe temperatures.

Documentation requirements for food safety procedures shall be developed in conjunction with, and be acceptable to, the respective local Health Department.

At a minimum, temperatures of potentially hazardous foods must be taken and documented at the following times:

Congregate:

- Daily, Just before leaving the main kitchen
- Daily, Upon arrival at the meal site
- Daily, At serving time

HDM:

- Daily, just before leaving the main kitchen,

At a minimum, weekly temperatures of the meals must be taken at the end of the route and must be documented. If temperatures are found to be in the danger zone, daily temperatures shall be taken and documented until acceptable temperatures are established and stabilized.

For routes lasting longer than 3 hours, daily temperatures must be taken at the end of the route and documented.

Any time food is found to be in the temperature danger zone, all corrective action taken must be documented.

The safety of food after it has been served to a participant and when it has been removed from the meal site, or left in the control of a home-bound participant, is the responsibility of that participant.

The program must use food stuffs from commercial sources which comply with the Michigan Food Code. Unacceptable items include: home canned or preserved foods; foods cooked or prepared in an individual's home kitchen; meat from any animal not killed by a licensed facility; any wild game taken by hunters; fresh or frozen fish donated by sport fishers; raw seafood or eggs; and, any un-pasteurized products (i.e., dairy, juices and honey).

The program may use contributed food stuffs only when they meet the same standards of quality, sanitation and safety as apply to food stuffs purchased from commercial sources.

Acceptable contributed food stuffs include: fresh fruits and vegetables; wild game from a licensed farm processed within two hours of killing by a licensed processor.

- 1.5 Each program shall use standardized portion control procedures to ensure that each meal served is uniform and satisfies meal pattern requirements. Standard portions may be altered at the request of a participant for less than the standard serving of an

item or if a participant refuses an item. Less than standard portions shall not be served in order to “stretch” available food to serve additional persons.

- 1.6 Each program shall implement procedures designed to minimize waste of food (leftovers/uneaten meals).

Leftovers at satellite congregate meal sites should be offered to clients as “seconds”. All remaining left over food that has been hot held at satellite congregate meal sites shall be discarded. Program staff may not take home left over foods in any quantity. Left over cold food or non-potentially hazardous foods may be properly stored and served at a later date provided that procedures used are in compliance with the Michigan Food Code.

Leftovers occurring at on-site kitchens may be incorporated into future meals provided that procedures used are in compliance with the Michigan Food Code.

- 1.7 Each program shall use an adequate food cost and inventory system at each food preparation facility. The inventory control shall be based on the first-in/first-out (FIFO) method and conform to generally accepted accounting principles (GAAP). The system shall be able to provide daily food costs, inventory control records, and monthly compilation of daily food costs.

For programs operating under annual cost-reimbursement contracts, the value of the inventory on hand at the end of the fiscal year shall be deducted from the total amount expended during that year. For programs operating under a unit-rate reimbursement contract, the value of the inventory on hand at the end of the fiscal year does not have to be considered. Each program shall be able to calculate the component costs of each meal provided according to the following categories:

- a. Raw Food: All costs of acquiring foodstuffs to be used in the program.
- b. Labor: (i) Food Service Operations: all expenditures for salaries and wages, including valuation of volunteer hours, for personnel involved in food preparation, cooking, delivery, serving, and cleaning of meal sites, equipment and kitchens; (ii) Project Manager: all expenses for salary wages for persons involved in project management.
- c. Equipment: All expenditures for purchase and maintenance of items with a useful life of more than one year or with an acquisition cost of greater than \$5,000.
- d. Supplies: All expenditures for items with a useful life of less than one year and an acquisition cost of less than \$5,000.
- e. Utilities: All expenditures for gas, electricity, water, sewer, waste disposal, etc.
- f. Other: Expenditures for all other items that do not belong in any of the above categories (e.g. rent, insurance, fuel etc.) to be identified and itemized.

Where a provider operates more than one meal/feeding program (congregate, HDM, waiver, catering, etc.), costs shall be accurately distributed among the respective meal

programs. Only costs directly related to a specific program shall be charged to that program

- 1.8 Each program shall provide or arrange for monthly nutrition education sessions at each meal site and as appropriate to home bound clients. Topics shall include, but are not limited to, food, nutrition, wellness issues, consumerism and health. All nutrition education materials and presenters must be approved by the regional dietitian. When nutrition education is presented in the form of a handout, a copy shall be provided for each participant.
- 1.9 The area agency may adjust the number of nutrition grantees to meet the needs of the region.
- 1.10 Each meal program is encouraged to use volunteers, as feasible, in program operations.
- 1.11 Each program shall develop and utilize a system for documenting meals served for purposes of the Nutrition Services Incentive Program (NSIP). Meals eligible to be included in NAPIS meal counts reported to the respective area agency, are those served to eligible individuals (as described under respective program eligibility criteria) and which meet the specified meal pattern requirements.

The most acceptable method of documenting meals is by obtaining signatures daily from participants receiving meals. Other acceptable methods may include, for example, for home delivered meals, maintaining a daily or weekly route sheet signed by the driver, which identifies the client's name, address, and number of meals served to them each day.

- 1.12 Each program shall use a uniform intake process and maintain a National Aging Program Information System (NAPIS) registration for each program participant. The intake process shall be initiated within one week after an individual becomes active in the program. Completion of NAPIS registration is not a prerequisite to eligibility and may not be presented to potential participants as a requirement.
- 1.13 Each nutrition program shall carry product liability insurance sufficient to cover its operation.
- 1.14 Each program, with input from program participants, shall establish a suggested donation amount that is to be posted at each meal site and provided to home delivered meal participants. The program may establish a suggested donation scale based on income ranges, if approved by the respective area agency. Non-senior volunteers who receive meals shall be afforded the opportunity to donate towards the cost of the meal received.
- 1.15 Program income from participant donations must be used in accordance with the additive alternative, as described in the Code of Federal Regulations (CFR). Under this alternative, the income is used in addition to the grant funds awarded to the provider and used for the purposes and under the conditions of the contract. Use of program income is approved by the respective area agency as a part of the budget process.

- 1.16 Each program shall have a written procedure in place for handling all donations which includes at a minimum:
  - a. Daily counting and recording of all receipts by two individuals.
  - b. Provisions for sealing, written acknowledgement and transporting of daily receipts to either deposit in a financial institution or secure storage until a deposit can be arranged.
  - c. Reconciliation of deposit receipts and daily collection records by someone other than the depositor or counter.
  
- 1.17 Each program shall take steps to inform participants about local, State and Federal food assistance programs and assist individuals as feasible to obtain benefits. When requested, programs shall assist participants in utilizing Federal Food Assistance Program benefits as participant donations to the meal program.
  
- 1.18 Programs shall not use funds from OSA to purchase dietary supplements. This does not include liquid meals that are approved under the home delivered meals program.
  
- 1.19 Each nutrition project shall allocate a minimum of \$500 each fiscal year for training of project staff. This shall not include compensation for regular staff meetings. Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service. Records shall be maintained which identify the dates of training, topics covered, and persons attending. All staff and volunteers who handle or prepare food at any time must have food service sanitation training prior to handling food and as part of their on-going training at least once per year. Documentation of such training shall be maintained.
  
- 1.20 The following procedures are applicable if a Nutrition Project must contract with a caterer to provide food to the Project.
  - a. Other Older American Act Elderly Nutrition Programs are preferred but are not required as caterers.
  - b. The nutrition project is responsible for the caterer's performance and compliance with AAAWM Policies and Procedures. The nutrition project must document monitoring of caterers for portion control, sanitation, quality and general compliance with AAAWM Policies and Procedures. Monitoring must be done as often as necessary to ensure compliance or a minimum of once per year.
  - c. The Nutrition Project must develop a written competitive bidding process, which must be approved by AAAWM in advance.
  - d. Competitive bids must be done annually, unless approved in writing by AAAWM.

- e. The competitive bid process must include the following:
- 1) AAAWM Policies and Procedures as applicable must be supplied to each bidder as part of the bid packet;
  - 2) Caterer's written agreement to follow all applicable AAAWM Policies and Procedures;
  - 3) Caterer must have the ability to provide a computer nutrition analysis of all meals served.
  - 4) Publication in a newspaper for 3 days and posting in a public place;
  - 5) The competitive bids must be available for review by AAAWM for a minimum of three years.

<b>SERVICE NAME</b>	Home Delivered Meals
<b>SERVICE NUMBER</b>	2.0
<b>SERVICE CATEGORY</b>	In-Home
<b>SERVICE DEFINITION</b>	The provision of nutritious meals to homebound older persons.
<b>UNIT OF SERVICE</b>	One meal served to an eligible participant.

In addition to the following standards, General Requirements for Nutrition Programs for the Elderly, General Requirements for all Service Programs (Sections IA and IB) and General Requirements for In-Home Service Programs (Section IIC) apply to Home Delivered Meals.

Minimum Standards:

- 2.1 Each program must have written eligibility criteria which places emphasis on serving older persons in greatest need and includes, at a minimum:
  - a. That to be eligible a person must be 60 years of age or older, or be the spouse of a person 60 years of age or older, or be an individual with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
  - b. That to be eligible a person must be homebound; i.e., does not leave his/her home under normal circumstances.
  - c. That to be eligible a person must be unable to participate in the congregate nutrition program because of physical or emotional difficulties.
  - d. That to be eligible a person must be unable to obtain food or prepare complete meals.
  - e. That there is no adult living at the same residence or in the vicinity that is able and willing to prepare all meals.
  - f. That the person's special dietary needs can be appropriately met by the program, i.e., the meals available would not jeopardize the health of the individual.
  - g. That to be eligible a person must be able to feed himself/herself.
  - h. That to be eligible a person must agree to be home when meals are delivered, or contact the program when absence is unavoidable.
  - i. That the spouse, regardless of age, or unpaid caregiver (if 60 years of age or older) of an eligible client, or any individual with disabilities residing with an eligible client, may receive a home delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.

At the provider's discretion, persons not otherwise eligible may be provided meals if they pay the full cost of the meal. The full cost of the meal includes raw food, preparation costs, and any administrative and/or supporting services costs. Documentation that full payment has been made shall be maintained.

Eligibility criteria shall be distributed to all potential referring agencies or organizations and be available to the general public upon request.

- 2.2 Each home delivered meal program shall demonstrate cooperation with congregate and other home delivered meal programs in the program area. If the same provider operates both a congregate and home delivered meals program for an area, it must be able to demonstrate effective utilization of existing congregate meal sites and personnel for the home delivered meal program.
- 2.3 Each program may provide up to three meals per day to an eligible client based on need as determined by the assessment. Providers are expected to set the level of meal service for an individual with consideration given to the availability of support from family and friends and changes in the participants' status or condition.
- 2.4 Each home delivered meals provider shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes (DRI) and recommended dietary allowances for older adults (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Meals shall be available at least five days per week.
- 2.5 Each home delivered meal client must receive written instructions on the safe handling of their meal(s). Instructions shall be reviewed with the client at each assessment and reassessment.
- 2.6 The program may also make liquid meals available to program participants when ordered by a physician. The regional dietitian must approve all liquid meal products to be used by the program. The program shall provide instruction to the participant, and/or the participant's caregiver and participant's family in the proper care and handling of liquid meals.

When liquid meals are used to supplement a participant's diet, the physician's order must be renewed every six months. When liquid meals are the participant's sole source of nutrition, the following requirements must also be met:

- a. Diet orders shall include client weight and be explicit as to required nutritional content;
  - b. Diet orders must be renewed, by a physician, every three months; and,
  - c. The care plan for participants receiving liquid meals shall be developed in consultation with the participant's physician.
- 2.7 The program shall verify and maintain records that indicate each client receiving frozen meals has, and maintains, the ability to handle frozen meals.

- 2.8 Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (i.e., snow and/or ice storms), loss of power, physical plant malfunctions, etc. Staff and volunteers shall be trained on procedures to be followed in the event of severe weather or natural disasters and the county emergency plan.
- 2.9 Each program must complete a prioritizing pre-screen for each individual placed on a waiting list for home delivered meals. The prioritizing pre-screen must be approved by AAAWM prior to use.
- 2.10 In addition to the general requirements for in home service programs, the following standards for client assessment and file documentation must be met:
- a. The type and frequency of meals provided to a client shall be determined by the assessment/reassessment.
  - b. As part of the assessment/reassessment the nutrition provider must document client weight status (overweight, underweight, gaining/losing).
  - c. The Determine nutrition risk screen shall be performed at each assessment and reassessment. Clients determined to be at high nutritional risk shall be provided with information as appropriate to reduce their risk.
  - d. All clients shall be referred to one or more of the following programs as appropriate within 14 days of beginning HDM service:  
  
Outreach and Assistance  
Care Management (if eligible)  
MI Choice Waiver (if eligible)  
  
Written permission shall be obtained from the client prior to making referrals. If a client refuses the referral, documentation shall be maintained in the client chart.
  - e. Additionally, with client permission, a referral to the client's physician or a Registered Dietitian shall be made and documented for individuals who are severely underweight or whose weight status is declining (continues to lose when they need to gain, for example).

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<b>SERVICE NAME</b>	Congregate Meals
<b>SERVICE NUMBER</b>	3.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	The provision of nutritious meals to older individuals in congregate settings.
<b>UNIT OF SERVICE</b>	Each meal served to an eligible participant.

In addition to the following standards, The General Requirements for Nutrition Programs For The Elderly and General Requirements For All Service Programs are applicable to Congregate Meals.

Minimum Standards:

- 3.1. Each program shall have written eligibility criteria which places emphasis on serving older individuals in greatest need and includes, at a minimum:
  - a. That to be eligible a person must be 60 years of age or older, or be the spouse of a person 60 years of age or older.
  - b. Whether, at the provider's discretion, individuals with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, may receive such services.
  - c. Whether, at the provider's discretion, non-senior individuals with disabilities who reside in a non-institutional household with and accompany an eligible older individual are eligible to participate on the same basis as elderly participants.
  - d. Whether, at the provider's discretion, a non-senior volunteer who directly supports meal site and/or food service operations or who is an essential non-paid caregiver for a program participant may be provided a meal. Such meals may be provided only after all eligible participants have been served and meals are available. A fee is not required for non-senior volunteer meals and such meals are to be included in NAPIS meal counts.
- 3.2 At the provider's discretion, persons not otherwise eligible may be served, if meals are available, and they pay the full cost of the meal. The full cost includes raw food, preparation costs, and any administrative and/or supporting services costs. Documentation that full payment has been made shall be maintained.
- 3.3 The nutrition project shall complete a Determine nutrition screen for each Congregate Meals client at least once per fiscal year. Clients determined to be at high nutritional risk shall be provided with information as appropriate to reduce their risk.
- 3.4 Each congregate nutrition provider shall be able to provide information relative to eligibility for home delivered meals and be prepared to make referrals for persons

unable to participate in the congregate program and who appear eligible for a home delivered meals program.

3.5 Each congregate meal site shall be able to document:

- a. That it is operated within an accessible facility. Accessibility is defined as a participant with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by able-bodied participants. Documentation from a local building official or licensed architect is preferred. A program may also conduct accessibility assessments of its meal sites when utilizing written guidelines approved by the respective area agency on aging.
- b. That it complies with local fire safety standards. Each meal site must be inspected by a local fire official no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, a program may conduct fire safety assessments of its meal sites when utilizing written guidelines approved by the respective area agency on aging.
- c. Compliance with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The program shall submit copies of inspection reports on all facilities to the respective area agency on aging within 10 days of receipt. It is the responsibility of the program to address noted violations promptly.

3.6 Each program, through a combination of its meal sites, must provide meals at least once a day, five or more days per week. Programs may serve up to three meals per day at each meal site.

3.7 Each site shall serve meals at least three days per week with a minimum annual average of 25 eligible participants per serving day. If the service provider also operates a home delivered meals program, home delivered meals sent from a site may be counted towards the 25 meal per day service level. Waivers to this requirement may be granted by the respective area agency only when the following can be demonstrated:

- a. Two facilities must be utilized to effectively serve a defined geographic area for three days per week.
- b. Due to a rural or isolated location, it is not possible to operate a meal site three days per week.
- c. Seventy-five percent or more of participants at a meal site with less than 25 participants per day are in great economic or social need. Such meal sites must operate at least three days per week.

The nutrition provider shall notify AAAWM in writing of intent to change the days of operation or hours of operation of any meal site.

3.8 Congregate meal sites currently in operation by the program may continue to operate unless the respective area agency determines relocation is necessary in order to more effectively serve socially or economically disadvantaged older persons. New and/or relocated meal sites shall be located in an area which has a significant concentration of the over aged 60 population living at or below the poverty level or with an older minority or ethnic population comprising a significant concentration of the total over-60 population. The Michigan Office of Services to the Aging must approve, in writing, the opening of any new and/or relocated meal site prior to the provision of any meals at that site.

3.9 Meal Site Opening/Relocation Procedures:

The service provider shall first inform AAAWM, in writing, of their intent to open/relocate a congregate meal site. If AAAWM is in agreement, then the service provider shall complete the following steps:

AAAWM retains the responsibility for approval of all new/relocated meal sites. A minimum of 6 weeks prior to the desired opening date, the nutrition project shall submit the following information to AAAWM. If approved by AAAWM, the process to obtain OSA approval will be initiated. Meal service may not begin until OSA approval is received.

- a. Documentation the meal site is accessible as defined above.
- b. Food Service License or other documentation indicating that the site is approved by the local health department to begin meal service.
- c. Documentation that the site complies with local fire safety standards as defined above.
- d. Request to open a congregate meal site form (to be obtained from the AAAWM Nutrition Program Coordinator)

3.10 When a meal site is to be permanently closed, the following procedures shall be followed:

- a. The program shall notify the respective area agency in writing of the intent to close a meal site.
- b. The program shall present a rationale for closing the meal site which is based on lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources, or other justifiable reason.
- c. The respective area agency shall review the rationale and determine that all options for keeping the site open or being relocated have been exhausted. If there remains a need for service in the area that was served by the meal site, efforts should be made to develop a new meal site and/or assist participants to attend another existing meal site.
- d. The respective area agency shall approve in writing the closing of all meal sites operating with funds awarded for OSA and notify OSA of all meal site closings. If a meal site to be closed is located in an area where low-income and/or

minority persons constitute 25% or more of the population, or if low-income and/or minority persons constituted more than 25% of meal participants served over the past twelve (12) months, or if a meal site to be closed is located in a rural area, OSA must also approve in writing the closing of the meal site.

- e. Once closing is approved, the nutrition provider shall provide the participants with a 30 day notice of intent to close the site

3.11 Each program shall document that appropriate preparation has taken place at each meal site for procedures to be followed in case of an emergency including:

- a. An annual fire drill.
- b. Staff and volunteers shall be trained on procedures to be followed in the event of a severe weather storm or natural disaster and the county emergency plan.
- c. Posting and training of staff and regular volunteers on procedures to be followed in the event of a medical emergency.

3.12 Each program shall have written agreements with the owners of all leased facilities used as meal sites. Written agreements are recommended for donated facilities, but not required. The agreements shall address at a minimum:

- a. Responsibility for care and maintenance of facility, specifically including restrooms, equipment, kitchen, storage areas and areas of common use.
- b. Responsibility for snow removal.
- c. Agreement on utility costs.
- d. Responsibility for safety inspections.
- e. Responsibility for appropriate licensing by the Public Health Department.
- f. Responsibility for insurance coverage.
- g. Security procedures.
- h. Other issues as desired or required.

3.13 A program may enter into an agreement with an organization operating a congregate meal site in order for that organization to receive NSIP funding for meals served to persons aged 60 and over, upon approval of the respective area agency. Any meal site receiving only NSIP funding must operate in compliance with all federal requirements, state operating standards and AAAMM Policies and Procedures pertaining to the congregate meal program and assure the availability of adequate resources to finance the operation of the meal site without charge to program participants. The program shall have a written agreement with each organization operating NSIP-only meal sites. This agreement shall be either OSA's standardized "Agreement for Receipt of Supplemental NSIP Cash Payment" or one that contains the same components.

- 3.14 Each program shall display, at a prominent location in each meal site, the OSA Community Nutrition Services poster.

The program may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program: the name of the nutrition project director; the nutrition project director's telephone number; the name of the respective area agency on aging affirmative action officer; the affirmative action officer's telephone number; the suggested donation for eligible participants; the guest fee to be charged non-eligible participants; and, a statement of non-discrimination identical to the language on the OSA poster. Additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster.

- 3.15. Each program shall make available, upon request, food containers and utensils for participants who are blind or have disabilities.
- 3.16. Congregate meal programs receiving funds through OSA may not contribute to; provide staff time, or otherwise support potluck dining activities.
- 3.17 Each program shall have a project council, comprised of program participants, to advise program administrators about services being provided. Program staff shall not be members of the project council.

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<b>SERVICE NAME</b>	Nutrition Education
<b>SERVICE NUMBER</b>	4.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	An education program which promotes better health by providing culturally sensitive nutrition information (which may also address physical fitness and related health issues) and instruction to participants, and/or care givers, in group or individual settings.
<b>UNIT OF SERVICE</b>	One educational session.

In addition to the following standards, The General Requirements for All Service Programs are applicable to Nutrition Education.

- 4.1 Nutrition education services shall be provided, or be supervised by, a registered dietitian or an individual with comparable expertise.
- 4.2 Each program shall establish linkages with local sources of information that meet the standards for accuracy and reliability as set by the American Dietetic Association. Programs may incorporate the purchase of fresh produce as a component of nutrition education services. All programs must be approved in advance by AAAWM.
- 4.3 Nutrition education sessions shall be conducted at senior centers and congregate meal sites, to the extent feasible.

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## Introduction

This Policies and Procedures Manual is designed to assist Area on Aging of Western Michigan, Inc. (AAAWM) service providers in understanding the various regulations, laws, policies and procedures affecting service. It also will assist in locating specific information for particular problems or unusual circumstances.

### This Section is for Kent County Senior Millage Services Only

#### **Kent County Senior Millage Only**

The contents of the Older Americans Act policy and procedure manual (pages 1-116) apply to all Kent County Senior Millage service providers and services with the exceptions listed in the millage section of the manual, starting on page 117. The OAA section should be read first then the millage sections should be reviewed for changes, additions or deletions. For services provided under the KCSM, Kent County has final authority.

Questions regarding the Policies and Procedures Manual should be directed to:

Area Agency on Aging of Western Michigan  
1279 Cedar NE  
Grand Rapids, Michigan 49503

616.456.5664  
Toll free 888.456.5664

Fax 616.456.5692

[www.aaawm.org](http://www.aaawm.org)

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## **Kent County Senior Millage Services**

### **I. General Requirements for All Service Programs**

#### **A. Required Program Components**

6.0 Participants

7.0 Service Provider Responsibilities

8.0 Applicable Laws Regulations

9.0 Contracts

10.0 AAAWM Responsibilities

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I. General Requirements for All Service Programs

A. Required Program Components

1.0 Participants

1.1 Eligibility

All persons residing in Kent County who are 60 years of age and older are eligible to receive services.

Substantial emphasis is to be given to serving persons of great social and/or economic need, with particular attention to low-income, frail and/or disabled elders and those living in their own homes.

"Substantial emphasis" is an effort to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area.

"Frail and/or Disabled Elderly" are those with a physical and/or mental disability that restricts ability to perform individually or live independently. That disability may include, but is not limited to, Alzheimer's disease or a neurological or organic brain disorder of the Alzheimer's type. A person is determined to be Frail and Disabled if they require assistance with three (3) or more Activities of Daily Living (ADL) and three (3) or more Instrumental Activities of Daily Living (IADL).

1.2 Targeting of Participants-- refer to OAA section pg. 3

1.3 Client Intake Procedures-- refer to OAA section pg. 4

The Kent County Senior Millage (KCSM) client intake form is used instead of the NAPIS form referred to in the OAA section. The KCSM client intake form collects the same data as the NAPIS form plus information about health conditions and medications taken for health conditions.

1.4 Contributions-- refer to OAA section pg. 5

1.5 Confidentiality-- refer to OAA section pg. 5

1.6 Service Quality Review-- refer to OAA section pg. 5

1.7 Complaint Resolution and Appeals-- refer to OAA section pg. 6

1.8 Service Termination Procedure-- refer to OAA section pg. 7

2.0 Service Provider Responsibilities

2.1 Service Provider Agreements

The service provider agrees to:

For Section 2.1 a. through 2.1 i. -- refer to OAA pg 7

- j. AAAWM, Kent County or any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of the service provider (or any subcontracts under the contract) which are pertinent to the contract, in order to make audit, examination, excerpts, and transcripts so long as such is in conformity with the Privacy Act of 1974 as amended. Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The service provider shall retain all books, records or other documents relevant to the contract for three (3) years after final payment, at service provider's cost. Any persons duly authorized by the AAAWM shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the 3-year period, and extends past that period, all documents shall be maintained until the audit is closed.

2.2 Referral and Coordination Procedures-- refer to OAA section pg. 8

2.3 Designated Community Focal Point-- refer to OAA section pg 9

The OAA requires Community Focal Points, which are agencies that maintain and publicize regular hours of weekly operation, and are most convenient for older persons in the community. In Kent County, the following agencies are considered Community Focal Points:

Area Community Service & Employment Training Council  
Senior Neighbors  
United Methodist Community House

2.4 Outcomes Measurement-- refer to OAA section pg. 9

2.5 Service Publicized

For Section 2.5 a. through 2.5 c. -- refer to OAA pg. 9

- d. Any promotional materials, including films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under the contract, shall contain acknowledgment of the Kent County Senior Millage. Use of the KCSM logo is encouraged.
- e. AAAWM and Kent County reserve the option to receive free of charge, up to three copies of any publication published as a part of the contract.
- f. Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, but Kent County and AAAWM reserve a

royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all such material.

2.6 Older Persons at Risk-- refer to OAA pg. 10

2.7 Disaster Response-- refer to OAA pg. 10

2.8 Insurance Coverage-- refer to OAA pg. 10

2.9 Hold Harmless

The service provider shall indemnify, save and hold harmless AAAWM and Kent County against any and all expense and liability of any kind which the service provider may sustain, incur or be required to pay, arising out of the contract. Provided, however, that these provisions shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of AAAWM or Kent County or any of its officers or employees. In the event the service provider becomes involved in or is threatened with litigation, the service provider shall immediately notify AAAWM who will in turn notify Kent County. AAAWM may enter into litigation to protect the interests of AAAWM.

*(Policy 2.9 continues as indicated under the OAA section pg. 11)*

2.10 Volunteers-- refer to OAA pg. 12

2.11 Staffing-- refer to OAA pg. 12

2.12 Staffing Identification-- refer to OAA pg. 12

2.13 Orientation and Training-- refer to OAA pg. 12. *Ignore reference to OSA.*

2.14 Universal Precautions-- refer to OAA pg. 12

2.15 Drug Free Workplace-- refer to OAA pg. 13

2.16 Americans with Disabilities Act-- refer to OAA pg. 13

2.17 Workplace Safety-- refer to OAA pg. 13

2.18 Program Income-- refer to OAA pg. 13

2.19 Cost Sharing

Each Service Provider must implement the mandatory AAAWM cost sharing policy for recipients with income levels above 200% of poverty. The AAAWM cost sharing policy is updated annually and will be provided at the beginning of each fiscal year.

Service providers must also ensure that:

i. \_\_\_\_\_ Cost sharing is adequately explained to the client when services begin, to answer all questions about required payment and to avoid collection problems.

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k. Adjusted income is verified through income tax returns and/or Social Security statements. Visual verification is required. Confidentiality of income must be maintained.

l. **Assets, savings, or other property** owned by the client are to be considered in the calculation of total income for cost sharing purposes.

m. Clients covered by Medicaid are not required to share in the cost of services.

n. Clients that have income of 200% or less of the poverty income guidelines established by the Health and Human Services Administration are not required to cost share for their services. **Donations are always solicited for services that do not require cost sharing.**

o. Cost sharing statements are sent to an individual client by the 15th of the month following the previous month of services. Immediate payment will be requested.

p. If a client does not agree with the cost sharing payment established, they may seek a review by the service provider.

q. Clients who can not pay their established cost share because of excessive additional expenses or are paying cost share for another service should be re-evaluated and their cost share payment adjusted.

r. Clients who refuse to pay their cost share payment and do not have appropriate reason for not making payment should not have service started. If service is occurring, then it must be terminated.

s. Cost sharing payments are recorded on the financial report on the month collected and are deducted from that month's reimbursement rate.

2.20 Disputes-- refer to OAA pg. 14

2.21 Disclosure of Information-- refer to OAA pg. 14

### 3.0 Applicable Laws and Regulations

#### 3.1 Compliance with Applicable Laws and Regulations

The service provider must:

e. Comply with all state, county and local licensing standards all applicable accrediting standards, and any other standards or criteria established by AAAMW and Kent County to ensure quality of services.

f. Adhere to the state and local laws, policies and regulations not herein contained, but required by AAAMW to ensure quality of services.

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3.2 Compliance with Civil Rights-- refer to OAA pg. 15

3.3 Open Meetings Act-- refer to OAA pg. 15

3.4 Application of Merit System Standards to Local Agencies

*This is not applicable to Kent County Senior Millage services.*

3.5 Code of Ethics-- refer to OAA pg. 16

3.6 Conflict of Interest-- refer to OAA pg. 16

#### 4.0 Contracts

AAAWM can contract with a non-profit corporation (pursuant to P.A. 162 of 1982), or a for-profit corporation (pursuant to P.A. 284 of 1972), or a unit of general purpose government or agency thereof. The legal status of a service provider is to be identified for each contract.

Contracts are only for services identified and approved by AAAWM and conform to this AAAWM Policies and Procedures Manual.

#### 4.1 Subcontracts-- refer to OAA pg. 17

#### 4.2 Contract Revisions or Amendments-- refer to OAAA pg. 17

*The OAA policy is applicable except for the section a. 1).*

Revisions may be either a substantive amendment or an administrative revision.

- 4) A substantive amendment is defined as any alteration in the contract which substantially affects the character of the contract such that it is essentially different from what was originally approved by the AAAWM. Amendments covering substantive changes may be subject to the same process of approval which governs the original approval of the contract. AAAWM and their Kent County liaison will determine the process.

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#### 4.3 Contract Probation-- refer to OAA pg. 18

#### 4.4 Contract Suspension-- refer to OAA pg. 18

#### 4.5 Contract Termination-- refer to OAA pg. 19

#### 4.6 Service Provider Appeals Procedure

a. The following decisions of the AAAWM Board of Directors may be appealed:

- 1) Denial of a proposal for funding.
- 2) Probation, suspension, or termination of contract.

b. Unresolved appeals issues will be acted on as follows:

All appeal proceedings shall be conducted within an aggregate time frame of sixty (60) calendar days, within which all of the following shall occur:

- 1) Within seven (7) calendar days of AAAWM Board action, AAAWM shall provide written notice to the affected party of the decision to place on probation, suspend, terminate, not renew, or deny a contract, including a notice of the right to appeal. The notice shall state that the information and/or criteria on which the decision was based shall be available for review, and that to be considered for an appeal, the affected party must file a request for an appeal within ten (10) calendar days of the receipt of the written notification of AAAWM action. The request for an appeal

must be signed by the chairperson or chief executive. The written notice from AAAMW shall include a statement that the affected party may appeal in person or may designate a representative to appeal the AAAMW decision.

- 2) The AAAMW Board of Directors must respond to the request for an appeal, and set the time and place for the hearing, and send written notice of the hearing to the affected party, within thirty (30) calendar days of receiving the request for a hearing. The Chairperson of the AAAMW Board of Directors or his/her designee will preside at the hearing. The Chairperson of the AAAMW Board of Directors may change the time and place of a hearing if ten (10) calendar days written notice is given to the parties involved.
- 3) At the discretion of the Chairperson of the AAAMW Board of Directors, AAAMW may secure records, books of accounts, and other pertinent information from the affected party. A record of the hearing shall be maintained.
- 4) Testimony may be given orally but not under oath. The Chairperson of the AAAMW Board of Directors can require written testimony.
- 5) The decision on an appeal will be rendered in writing within ten (10) calendar days after the hearing by the Chairperson of the AAAMW Board of Directors. A copy of the decision will be sent to the Kent County Finance and Physical Resources Committee.

c. Appeals for denial of funding.

- 1) The affected party shall be sent a written notice with the hearing decision that the decision may be appealed within ten (10) calendar days of receipt of the notice to a subcommittee of the Kent County Finance and Physical Resources Committee or to binding arbitration in accordance with the provisions of the American Arbitration Association or a similar recognized professional arbitration association. The decision of the arbiter is binding and can not be appealed to the subcommittee of the Kent County Finance and Physical Resources Committee. The arbiter shall determine the distribution of costs between parties.

Appeals to the subcommittee of the Kent County Finance and Physical Resources Committee will be reviewed and acted on according to the subcommittee of the Kent County Finance and Physical Resources Committee Appeal Procedure.

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- 3) Further appeal is within the local court system.

d. Appeals for probation, suspension or termination of contract.

- 1) The affected party shall be sent a written notice with the hearing decision that the decision may be appealed within ten (10) calendar days of receipt of the notice to binding arbitration in accordance with the provisions of the American Arbitration Association or a similar recognized professional arbitration association. The decision of the arbiter is binding and can not be appealed. The arbiter shall determine the distribution of costs between parties.

- e. A request for an appeal hearing may be refused by the Chairperson of AAAWM Board of Directors for the following reasons:
  - 1) Appellant's failure to comply with the appeals procedures and time frames as outlined above.
  - 2) Appellant's failure to show standing.
  - 3) Appellant's requesting an appeal for actions by AAAWM other than those listed in a. of this Appeal Section.

#### 4.7 Administrative Appeals Procedure

- a. Administrative action that requires a service provider to take an action beyond the provisions of the contract may be appealed.

Unresolved issues pertaining to administrative action by the AAAWM will be acted on as follows:

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- 1) The service provider shall notify the AAAWM Director, in writing, of its intent to pursue an administrative appeal. The appeal process will not begin prior to the expiration of thirty (30) calendar days from the receipt of such notification. Within this thirty (30) calendar day period, the service provider, at the request of the AAAWM Director, must meet with the AAAWM Director or designated staff for the purpose of attempting resolution of differences.
- 2) If, after the thirty (30) calendar day period, unresolved differences remain, the service provider must file a written request within ten (10) calendar days to the Chairperson of the AAAWM for an administrative hearing. A copy of the request for an appeal shall be sent by AAAWM to the Kent County Millage Review Committee (KCMRC) within seven (7) calendar days of receipt. Appropriate and timely notices are required of all parties to the hearing. Proceedings are recorded and reported in writing.
- 3) The Chairperson of the AAAWM Board of Directors must respond and send to the service provider written notice of a hearing within ten (10) calendar days of receipt of the request for a hearing, and set the time and place for the hearing within twenty (20) calendar days of receipt of the request for a hearing. The Chairperson of the AAAWM Board of Directors or his/her designee will preside at the hearing. The Chairperson of the AAAWM Board of Directors may change the time and place of a hearing if seven (7) calendar days notice is given to the parties involved.
- 4) The decision on an administrative appeal will be rendered, in writing, to the service provider within ten (10) calendar days of the hearing. A copy of the decision will be sent to the KCMRC.

5.0 AAAWM Responsibilities

5.1 Assessment of Service Providers-- refer to OAA pg. 23 except for b. listed below.

b. Assessment schedule will be developed by February 1 of the fiscal year.

5.2 Technical Assistance-- refer to OAA pg. 24

5.3 Duration of Funding Support-- refer to OAA pg. 24

*Ignore reference to Area Plan and match.*

5.4 Waiver Requests

A service provider may request a waiver of the requirements listed in this Policies and Procedures Manual by submitting a written request to AAWM stating the reasons for the waiver. AAWM will review the waiver request, and if it is within its jurisdiction, AAWM will either approve or deny the waiver request based on whether it believes the waiver will enable the service provider to more effectively carry out its functions and responsibilities. AAWM will respond in writing to the request within sixty (60) calendar days of receipt of the request.

## Kent County Senior Millage Services

### I. General Requirements

#### B. Financial Guidelines

6.0 Funds

7.0 Budget

8.0 Financial Records

9.0 Service Provider Financial Responsibilities

10.0 Reporting Requirements

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I. General Requirements

B. Financial Guidelines

1.0 Funds

1.1 Approval/Disapproval of Awards

The approval/disapproval of funding awards by AAAWM will be accomplished through the following steps:

- a. Proposals for funding will be reviewed by the Kent County Millage Review Committee (KCMRC) which consists of nine members. Two members will be Kent County Board of Commissioners, one Kent County staff selected by the Chair of the Board of Commissioners and the remaining, the majority of which will be age 60 or older, selected as individuals and representatives of senior organizations by AAAWM.
- b. Recommendations from the KCMRC are forwarded to the AAAWM Board of Directors or its designee for review and development of recommendations to the Kent County Finance and Physical Resources Committee.
- c. Within seven (7) working days of Board of Directors action, AAAWM shall provide written notice to the affected party, accepting or denying a proposal for funding. Included in a notification to deny a proposal will be a statement indicating the affected party's right to appeal the Board of Directors' decision.
- d. Final approval is made by the Kent County Board of Commissioners.

1.2 Method of Payment-- refer to OAA pg. 29

1.3 Control of Funds-- refer to OAA pg. 30

## 2.0 Budget

### 2.1 Program Income

d. Program Income is that income which is collected because of a service provided. Income earned not dependent on service provided is considered to be other resources. Program income must be used for allowable costs under the program through which it was generated to increase or expand the services offered.

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e. All program income received must be utilized first to expand the existing service. Millage funds are applied to unit service costs after program income is expensed.

f. The service provider agrees to maintain accounting procedures and practices which will account for program income on a cumulative basis and report it as it is received. (When costs incurred by the service provider are paid for with program income, the service provider's financial records and reports submitted to AAAWM must accurately reflect the expenditure of such funds.) Program income may not be used as local matching funds and must be applied to the service category from which it was derived.

### 2.2 Purchasing Requirements-- refer to OAA pg. 30

The first two paragraphs are not applicable to KCSM service providers. The millage service provider responsibilities begin with section "a." on page 31.

### 2.3 Withholding of Funds-- refer to OAA pg. 31

### 2.4 Reprogramming and Redistribution-- refer to OAA pg 32. for sections a. through c.

*Section d. for KCSM service providers is listed below.*

g. When funds have been determined eligible for reprogramming or redistribution, AAAWM staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, AAAWM can determine that funds should be captured; If funds are to be captured, the following procedure will be followed:

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5) The service provider will be notified the capture issue will be considered.

6) If the service provider disagrees with the need for capture, explanation must be given to their contract coordinator.

7) Reasons for and against capture in each case will then be discussed internally at AAAWM.

8) Funds which are not spent as a result of contract termination will automatically be captured.

### 2.5 Procedures for Redistribution of Captured Funds

Current service providers desiring additional funds for currently funded services should submit a narrative explaining why added funds are needed and how added funds will be used. If possible, provide a draft budget for the additional funds.

It should be noted that the request for additional funds will be considered carefully in view of their implications for total service capacity in future years. That is, AAAMW shall not begin or expand services beyond the level which can be realistically maintained for the following year. Bearing this in mind, applicants should plan to utilize additional funds for one time or temporary costs whenever possible (i.e., purchase of equipment, temporary labor, or one-time publicity printing).

Finally, ongoing communication between AAAMW and the service provider is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAMW staff will contact service providers if inconsistencies show in the monthly/quarterly reports or if over or under spending/serving is apparent. Service providers should alert AAAMW staff under the following circumstances:

- d. If problems are experienced in the management of funds, including bookkeeping and reporting.
- e. If under spending or under serving is occurring and the service provider wishes to spend the money in another manner for the same service.
- f. If the service provider requires more funds for a service and wishes to be considered a candidate for the redistributed funds acquired by AAAMW through the capture process.

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Priority, when possible, will be placed on keeping funds in the same service for the same agency for which those funds were originally contracted.

- 2.6 Non-Federal Share Requirements-- OAA pg 33 &
- 2.7 Non-Utilization of Federal Funds for Local Match-- OAA pg 35

*These two policies are not applicable to millage services.*

## 2.8 Maintenance of Non-Kent County Senior Millage Support for Services

*Replaces OAA policy 2.8 Maintenance of Non-Federal Support for Services*

Each service provider must:

- a. assure that contracted funds will not be used to replace funds from non-Kent County Senior Millage sources; and
- b. agree to continue or initiate efforts to obtain support from private sources and other public organizations for contracted services.

Senior millage funds are intended to increase services to senior citizens. Service providers shall not use senior millage funds awarded them to serve seniors with the end result of serving more non-seniors from the provider's traditional funding streams.



3.0 Financial Records

3.1 Equipment Inventory-- refer to OAA pg. 35 plus this addition

- g. All equipment purchased with Kent County Senior Millage funding is the property of Kent County. If a contract for services under the KCSM is terminated, all equipment purchased under that contract must be returned to Kent County.

3.2 Maintenance of Records-- refer to OAA pg. 36

*Only Section 3.2a is replaced as stated below*

- a. The service provider agrees to record and maintain data about clients. Required data elements will be provided at the beginning of each fiscal year and is subject to change.

3.3 Retention of Records-- refer to OAA pg. 36

#### 4.0 Service Provider's Financial Responsibilities

##### 4.1 Closeout

When the contract is concluded, the service provider shall provide AAAM within twelve (12) calendar days (unless otherwise notified) after conclusion, with all financial, performance and other reports required as a condition of the contract. AAAM shall make payments to the service provider for costs allowed for reimbursement not covered by previous payments.

When the contract is terminated, the service provider shall provide AAAM within sixty (60) calendar days and/or before January 12<sup>th</sup> of the following year which ever is less (unless otherwise notified) all financial, performance and other reports required as a condition of the contract. AAAM shall make payments to the service provider for costs allowed for reimbursement not covered by previous payments.

The service provider shall immediately refund to AAAM any payments or funds advanced to the service provider which exceed allotted expenditures for reimbursement.

##### 4.2 Carry-Over Policy

*This policy is not applicable to millage service providers.*

##### 4.3 Audits

h. Service providers receiving more than \$300,000 total in millage funding (as a legal entity) shall have an annual audit performed on millage contract operations. Service providers receiving up to \$300,000 total in millage funding shall have an audit performed at least every two years on contract operations. Audits are necessary for only millage contracted services.

i. It shall be the responsibility of the service provider to contract with a Certified Public Accountant (CPA) firm or individual to conduct an examination of the records and statements and a determination of their fairness and accuracy. The service provider is required to release an open competitive Request for Proposal for the audit.

j. The audit shall be performed in accordance with generally accepted auditing standards including the standards of the U. S. General Accounting Office's publication "Standards for Audit of Governmental Organizational Programs, Activities, and Functions." Where applicable, the audit will also meet OMB Circular A-133 "Audits of State and Local Governments and non-profit organizations". The auditors engaged by the service provider shall meet the criteria for qualification and independence in that publication.

k. The purpose of the audit shall be to determine the effectiveness of the financial management systems and internal procedures established by the service provider to meet the terms of the contract.

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| l. Nothing in this section is intended to limit the right of AAAWM, or Kent County to conduct an audit of contract operations.

| m. The service provider shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

| n. A copy of the audit report, management letter, and a description of its resolution, shall be furnished to AAAWM within thirty (30) calendar days of receiving the final audit report from the auditor.

4.4 Liability for Damages and Disallowed Costs-- refer to OAA pg. 38

5.0 Reporting Requirements-- refer to OAA pg. 38

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## **Kent County Senior Millage Services**

### II. Specific Service Requirements

#### A. Access Services

1. General Requirements-- refer to OAA pg. 41
2. Outreach and Assistance-- refer to OAA pg. 43
3. Transportation-- refer to OAA pg. 47
4. Care Management
5. Home Support
6. Information & Referral
7. Ridelink Coordinator

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<b>SERVICE NAME</b>	Care Management
<b>SERVICE NUMBER</b>	4.0
<b>SERVICE CATEGORY</b>	Access Services
<b>SERVICE DEFINITION</b>	<p>Care Management (CM) is a service designed to find, mobilize and manage a variety of home care and other services needed by frail elderly persons aged 60 and older at high risk who live independently or with family but not in an assisted living facility. A comprehensive assessment is conducted to identify client needs and existing supports and resources. Care managers utilize all available informal (unpaid) resources prior to arranging formal (paid) services in planning care for the client to remain at home. Care managers and clients determine the frequency and duration of in-home services together in planning are of the client. Care managers arrange a formal service with client approval, i.e. service frequency and duration is established with provider cooperation when arranging care. Only services necessary to enable the client to remain at home are secured.</p> <p>Care Management must be preformed by a service neutral agency which is a state of Michigan Medicaid Waiver Agent. Objectivity for the client's needs and for accessing service providers is essential.</p>
<b>UNIT OF SERVICE</b>	Provision of a complete assessment, a reassessment, or a basic assessment. Unit rates may differ between each type of service.

#### Allowable Services Components

- 4.1 Assessment – Comprehensive in-person assessment of physical and social/emotional functioning, medications, physical environment, informal support potential, and financial status.
- 4.2 Care Plan Development – A written plan of care which states specific interventions to be secured. The care manager and the client establish which services will be secured and provided, as well as the frequency and duration of services. Each service is approved by the client or his/her representative and by physicians when required by funding sources. The total care plan is approved by the client prior to implementation of services.
- 4.3 Service Arranging – In-home health and social services for client care are arranged and/or purchased by care managers according to the frequency and duration established by the care managers and client as approved by the client in the care plan. Care managers serve as agents of the client in negotiating, arranging and monitoring formal services. Care managers arrange services from client approved care plans by establishing the frequency and duration of services within the regulatory and capacity limitations of providers. Care

managers serve as consultants to physician approval. Client-centered advocacy is conducted to ensure access to, and appropriate utilization of, community services.

- 4.4 Follow-up and Monitoring – On going periodic contact with clients and service providers is conducted to ensure that care plans are implemented as planned.
- 4.5 Reassessment – A standardized in-person re-examination of the client's physical, social/emotional, environmental status, informal supports and financial status is conducted on a periodic basis or when significant change occurs in the client's condition.
- 4.6 Gap Filling – Efforts such as purchasing services and equipment for the CM client are provided to fill crucial identified needs unmet either by informal and formal existing resources.
- 4.7 Social-Emotional Support – Provided by care managers to clients and their families to facilitate life adjustments and bolster informal support. Family case conferencing is conducted as necessary.
- 4.8 Identification of unmet client needs – Care managers document services not currently available to meet the needs of clients for AAA planning purposes.
- 4.9 Advocacy – Provided by care managers to assist clients and their families to gain benefits and services that clients are entitled to. Care managers assist in accessing Medicare/Medicaid and other third party benefits and services.

#### Minimum Standards

- 4.10 Qualified staff, RNs and social workers perform CM functions.
- 4.11 CM staff receives ongoing training and supervision as appropriate.
- 4.12 CM staff endeavor to establish and maintain a positive working relationship with clients.
- 4.13 The client's right to self-determination (right to actively participate in CM services including care plan development, right to refuse services) shall be assured.
  - a. Every CM client must sign a consent form to receive CM services from the CM provider at the time of CM assessment. The client's right to receive or refuse CM services must be assured.
  - b. The consent form must contain the following information:
    - client's agreement to participate in the CM service
    - client is fully informed of the information in the consent document
    - a statement that the information disclosed by the client to CM will be held in confidence and can only be released with client's prior written consent.

- the consent form to receive CM services will remain in effect as long as the client's case is open or until revoked by the client or by a relative only when the client is determined legally incompetent or is physically unable to do so.
- c. The client's right to confidentiality shall be assured.  
In order for CM to release confidential information regarding a client to any other person, whether written or oral, the client must sign a release of confidential information form with the minimum following information:
- name and signature of client consenting to have release of information may be signed by a relative only when the client is determined legally incompetent or is physically unable to sign.
  - date of release of information
  - signature of care management staff completing the release form
  - specified duration of time (time limit) that information can be released.
  - revocation statement.
- d. CM provides all clients with an opportunity to donate and participate in cost sharing for care management intervention.

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<b>SERVICE NAME</b>	Home Support
<b>SERVICE NUMBER</b>	5.0
<b>SERVICE CATEGORY</b>	Access Services
<b>SERVICE DEFINITION</b>	<p>Home Support (HS) is a service designed to assess and manage bills for a limited number of in home services needed by persons aged 60 and older. A comprehensive assessment is conducted to identify client needs and existing supports and resources. HS care managers and clients determine the frequency and duration of in-home services together in planning care for the client. HS care managers arrange formal services with client approval, (i.e. service frequency and duration is established with provider cooperation when arranging care) and within budget constraints. Only services necessary to enable the client to remain independent at home are secured.</p> <p>Home Support is part of the continuum of care service for in-home clients. Home Support must be performed by a service neutral agency which currently provides care management services and is a Medicaid Waiver provider. Objectivity for the client's needs and for accessing service providers is essential. If services become limited, a priority tool is used to determine provision of service to those most frail and at high risk.</p>
<b>UNIT OF SERVICE</b>	<p>Units will be reimbursed in two categories. Provision of a complete assessment or reassessment is first type of unit. Allowable component of the Assessment/reassessment unit include purchase of service planning, service arranging, and identification of unmet needs. The second unit rate will be for management of monthly purchased service billed services. Unit rates may differ between each type of service.</p>

#### Minimum Standards

- 5.1 Qualified staff performs HS functions.
- 5.2 HS staff receives ongoing training and supervision as appropriate.
- 5.3 HS staff strives to establish and maintain a positive working relationship with clients.

5.4 Assure the client's right to self-determination (right to actively participate in HS services including care plan development and right to refuse services).

a. Every HS client must sign a consent form to receive HS services from the HS provider at the time of HS assessment. The Client's right to receive or refuse HS services must be assured.

b. The consent form must contain the following information:

- client's agreement to participate in the HS service
- client is fully informed of the information in the consent document
- a statement that the information disclosed by the client to HS staff will be held in confidence and can only be released with the client's written consent
- the consent form to receive HS services will be renewed annually or until revoked by the client or by a relative only when the client is determined legally incompetent or is physically unable.

5.5 The client's right to confidentiality shall be assured.

a. In order for HS to release confidential information regarding a client to any other person, whether written or oral, the client must sign a release of confidential information form with the minimum following information:

- name and signature of client consenting to have information released. (The release of information can be signed by a relative only when the client is determined legally incompetent or is physically unable to do so.)
- date of release of information
- signature of HS staff completing the release form
- a. specified duration of time (time limit) that information can be released
- b. revocation statement

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5.6 HS provides all clients with an opportunity to donate and participate in cost sharing for purchased home support services.

#### Allowable Service Components

5.7 Assessment – Comprehensive in-person assessment by a care manager of physical and social/emotional functioning, medications, physical environment, informal support potential and financial status.

5.8 Purchase of Service Plan – A written purchase of service plan which states specific interventions to be secured. The care manager and the client establish which services will be secured and provided, as well as the frequency and duration of services. Each service is approved by the client or his/her representative and by physicians when required by funding sources. The total service plan is approved by the client prior to implementation of service.

5.9 Service Arranging – In-home health and social services for client care are arranged and/or purchased by care managers according to the frequency and duration

established by the HS care managers and client as approved by the client in the care plan. HS care managers serve as agents of the client in negotiating, arranging and monitoring formal services. HS care managers arrange services from client service plans by establishing the frequency and duration of services within the capacity limitations of providers. Client-centered advocacy is conducted to ensure access to, and appropriate utilization of, community services. HS staff also intervene with home care agencies if services are not provided as ordered.

- 5.10 Reassessment – A standardized in-person re-examination of the client’s physical, social/emotional, environmental status, informal supports and financial status is conducted on an annual basis or when significant change occurs in the client’s condition.
- 5.11 Identification of unmet client needs – Home Support care managers document services not currently available to meet the needs of clients for service planning purposes.
- 5.12 Purchased Service Billing – Agency staff will monitor, approve and pay vendors of the approved in-home services on a monthly basis according to the client’s care plan. Discrepancies between care plans and actual service will be investigated and/or corrected as appropriate.

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<b>SERVICE NAME</b>	Information & Referral <b>Information and Referral services must be provided in collaboration with United Way 2-1-1</b>
<b>SERVICE NUMBER</b>	6.0
<b>SERVICE CATEGORY</b>	Access Services
<b>SERVICE DEFINITION</b>	Assistance to individuals in finding appropriate health and human service providers which address their needs including information-giving (e.g., listing the providers of a particular service so an individual may make their own contact directly), referral (making contact with a particular provider on behalf of an individual and follow-up contacts to clients), and locating or arranging services.
<b>UNIT OF SERVICE</b>	One contact with an individual or service agency seeking information and referral (Note: newsletters, media spots, group presentations etc., are encouraged but are not counted as information and referral contacts.) In addition, enhanced or specialized information and referral service units may be developed.

Minimum Standards:

- 6.1 Each Information and Referral Program must have and maintain an up to date resource file that includes a list of health and human service agencies, services available, pertinent information about resources, ability to accept new clients and eligibility requirements. The program must be able to provide information about community resources and agencies to older persons so the caller can make their own direct contact with the referral agency or program.
- 6.2 Each Information and Referral Program must be capable of establishing conference calls between clients and agencies.
- 6.3 The resource database shall be updated through continuous revision or at intervals sufficiently frequent to ensure accuracy of information and comprehensiveness of its contents.
- 6.4 The I&R service shall safeguard its resource database through duplication or computerized back-up. The back-up database shall be kept in a secure location where it will be protected from destruction or theft.
- 6.5 A follow-up contact must be made on 10% of the referrals within 10 working days to determine whether services were received and the identified need met. Follow-up contacts are not required for information giving contacts.

- 6.6 Each Program must have bi-lingual personnel available or make arrangements for translation services.
- 6.7 Where walk-in service is available, there must be adequate space to ensure client comfort and confidentiality during intake and interviewing.
- 6.8 The I&R service shall strive to provide access to community resource information in a variety of formats including mediated access through an I&R worker and options for independent access, such as directories or web sites.
- 6.9 Each program must maintain records for three years or until an audit has been closed. Records need to include the nature of calls received, the agencies and/or organizations to which referrals are made and the service for which referrals are made and results of follow-up contacts.

<b>SERVICE NAME</b>	Ridelink Coordination
<b>SERVICE NUMBER</b>	7.0
<b>SERVICE CATEGORY</b>	Access Service
<b>SERVICE DEFINITION</b>	Scheduling and coordination of transportation services for KCSM funded agencies, intended to increase the independence of the individual(s) using the service.
<b>UNIT OF SERVICE</b>	One hour

#### Allowable Service Components

- 7.1 Qualified staff will perform coordination functions.
- 7.2 Coordination staff receives ongoing training and supervision as appropriate.
- 7.3 Coordination staff strives to provide efficient and customer focused service.
- 7.4 Coordinator informs all clients about the opportunity to donate the requested \$2.00 donation.
- 7.5 Quality assurance efforts must be established by June 2008 that will verify level of service provision.
- 7.6 In the event bi-lingual staff is not readily available, arrangements must be made for translation services.
- 7.7 The program must maintain records for three years or until an audit has been closed. Records must include at minimum, the number of scheduled trips, nature of the trips and number of trips that were unable to be scheduled due to capacity issues.

#### Minimum Standards

Qualified staff will have experience with customer service, working with the older persons and persons with disabilities, and transportation issues such as geographic area being served and scheduling.

Operation will accept ride requests six hours a day, five days a week.

Rev. 12/08

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## Kent County Senior Services

### II. Specific Service Requirements

#### B. Community (Supportive & General) Services

- 1.0 Adult Day Care-- refer to OAA pg. 51*
- 2.0 Caregiver Education Support and Training--  
refer to OAA pg. 59*
- 3.0 Counseling Services-- refer to OAA pg. 61*
- 4.0 Elder Abuse Prevention-- refer to OAA pg.63*
- 5.0 Grandparent Education, Support and Training--  
refer to OAA pg. 65
- 6.0 Legal Assistance-- refer to OAA pg. 67
- 7.0 Long Term Care Ombudsman/Advocacy--  
refer to OAA pg. 71
- 8.0 Senior Center Staffing-- refer to OAA pg. 75
- 9.0 Disease Prevention/Health Promotion-- refer to OAA pg. 77
- 10.0 Adaptive Equipment- Purchase & Loan
- 11.0 Bathing Service
- ~~12.0 Assisted Living Directory & Counseling discontinued 10/08~~
- 13.0 Dental Services
- 14.0 Emergency Need Fund
- 15.0 English as Second Language (ESL) classes
- 16.0 Fair Housing
- 17.0 Flu/Pneumonia Vaccinations
- 18.0 Foreclosure Intervention
- 19.0 Friendly Visitor
- 20.0 Guardianship
- 21.0 Health Education
- 22.0 Hearing Services
- 23.0 Home Chore
- 24.0 Home Financial Services
- 25.0 Home Modification Assessments
- 26.0 Home Repair Consultation
- 27.0 Home Repair: Major
- 28.0 Home Repair: Minor
- 29.0 Independent Living Program
- 30.0 Literacy Competency
- 31.0 Retired Senior Volunteer Program
- 32.0 Personal Emergency Response System
- 33.0 Senior Companion Program
- 34.0 Senior Medication Assistance Program

- 35.0 Stepping Stone, In-Home Recreation Therapy
- 36.0 Telephone Reassurance

B. Community (Supportive & General) Services cont'd

- 37.0 Vision Services
- 38.0 Weatherization

<b>SERVICE NAME</b>	Adaptive Equipment - Purchase & Loan
<b>SERVICE NUMBER</b>	10.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	The temporary loan of assistive technology, adaptive equipment or other aids for the personal use of a client who does not reside in an assisted living facility.
<b>UNIT OF SERVICE</b>	The exchange of one piece of equipment.

Minimum Standards:

- 10.1 The program must assure that an individual is trained in how to inspect, care for, and use types of equipment loaned from the program. This person must be certain that the client receiving the loaned equipment knows how to use it safely.
- 10.2 All equipment that is returned from a loan must be inspected, cleaned and sanitized before it is to be loaned out again.
- 10.3 Documentation must be maintained for each loan, listing name, address, and phone number of client; their disabling condition; what was loaned; receipt of fee, if applicable; targeted date of return; and certification that the equipment was clean and had no defects at the time of the loan. Both parties to the loan will receive a copy of this documentation.
- 10.4 The program will maintain an inventory of all equipment utilized by the program and a log showing whether individual items are on loan or in storage.

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<b>SERVICE NAME</b>	Bathing Services
<b>SERVICE NUMBER</b>	11.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Provision of an on-site personal care program which provides assistance with bathing, hair care and nail care.
<b>UNIT OF SERVICE</b>	One hour of service provided.

Minimum Standards:

- 11.1 The Care Coordinator in cooperation with the caregiver and the client (when capable) must authorize the use of the service and determine frequency and duration.
- 11.2 The service must be provided by a nurse aide, program assistant or volunteer who has been trained on each task.
- 11.3 Bathing program staff must be supervised by a registered nurse licensed to practice in the state of Michigan.
- 11.4 The bathing program staff must be trained for each task performed. The supervisor must approve tasks to be performed by each worker. Completion of a recognized nurse aide training course is recommended.
- 11.5 The staff must receive in-service training at least twice each fiscal year in order to increase their knowledge and understanding of the program and participants and to improve their skills. Comprehensive records identifying dates of training and topics covered must be maintained in each employee personnel file.
- 11.6 Personal care service detail must be maintained as part of the participant record.
- 11.7 Bathing program staff must immediately report any change in a participant's condition to their supervisor.

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<b>SERVICE NAME</b>	Assisted Living Directory & Counseling
<b>SERVICE NUMBER</b>	12.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Discontinued October 2008
<b>UNIT OF SERVICE</b>	

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<b>SERVICE NAME</b>	Dental Services
<b>SERVICE NUMBER</b>	13.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Evaluation, preparation and provision of complete or partial dentures for uninsured older adults
<b>UNIT OF SERVICE</b>	One set of dentures or partial dentures

Minimum Standards:

- 13.1 Age 60 and older who are uninsured for dental care, are edentulous, and in poverty (at or below poverty levels).
- 13.2 Clients will complete a questionnaire and consent form for service prior to fittings.
- 13.3 Client will be evaluated for denture needs (full or partial), mouth preparation will be conducted (removing teeth and gum preparation) and dentures made and fitted.
- 13.4 A care plan should be established to ensure visits are arranged in sequence.
- 13.5 Clients will receive a minimum of two (2) follow-up visits to assure dentures have a proper fit.
- 13.6 Clients will receive education on the need for a preventative maintenance schedule and future adjustment education.

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<b>SERVICE NAME</b>	Emergency Need Fund
<b>SERVICE NUMBER</b>	14.0
<b>SERVICE CATEGORY</b>	Community
<b>SERVICE DEFINITION</b>	Financial assistance up to \$250.00 per client in one year for financial crisis situation such as: Utility shut-off Home Repair Costs Housing Costs Medical Costs Transportation Back Taxes
<b>UNIT OF SERVICE</b>	One unit of financial assistance up to \$250.00 for one client in one calendar year.

Minimum Standards:

- 14.1 Each client served must have an assessment completed.
- 14.2 Staff must first explore what resources are available to the client including their income, assets, family, church or community.
- 14.3 Staff will explore community resources to find matching funds.
- 14.4 Appropriate accounting procedures must be developed and implemented. They include a supervisory level review and approval process for all requests. This request must include a review of the client's income and must have a good explanation of the reason for the request.
- 14.5 The emergency need fund costs are limited to a maximum of \$250.00 provided on a client's behalf for the problems mentioned above.
- 14.6 Emergency funds must resolve the problem and there must be evidence that the problem will not recur due to the income limits of the client.

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<b>SERVICE NAME</b>	English as Second Language (ESL) classes
<b>SERVICE NUMBER</b>	15.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	English language instruction provided to Hispanic seniors with limited English skills.
<b>UNIT OF SERVICE</b>	One twelve-week session consisting of two, two-hour classes each week.

Minimum Standards:

- 15.1 Instructors must be qualified through education, experience and/or training to teach English as a Second Language (ESL).
- 15.2 Class programs must attempt to balance the content of ESL sessions with the interests, skills and abilities of prospective participants.

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<b>SERVICE NAME</b>	Fair Housing
<b>SERVICE NUMBER</b>	16.
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Provision of education, outreach, counseling, reasonable accommodation assessments, testing, and enforcement activities related to Federal, State and Local Fair Housing Laws and Ordinances.
<b>UNIT OF SERVICE</b>	Provision of one hour of testing, counseling, outreach, assessments, education or enforcement activities.

Minimum Standards:

- 16.1 Each program must be a Qualified Fair Housing Enforcement Organization pursuant to 24 CFR 125.103 that is formulating or carrying out programs to prevent or eliminate discriminatory housing practices.
- 16.2 The program must address housing discrimination for residents 60 and older based upon all of the local, state and federal protected classes including race, religion, sex, national origin, disability status, age, marital status, legal source of income.
- 16.3 All services and activities must be available to the protected class members who are residents aged 60 or older, their primary caregiver, legal representative, counselor, advocate and/or family member.
- 16.4 All activities, facilities, and materials funded by this program must be accessible and visitable to persons with disabilities pursuant to 24 CFR 8.2, 8.6 and 8.54.
- 16.5 The program must provide access to the program benefits and information to "Limited English Proficient" residents through translation and interpretive services.
- 16.6 Program administrator must have an advanced degree and at least two years experience in civil rights/fair housing advocacy.
- 16.7 Each program must have uniform intake procedures and maintain consistent records. Intake may be conducted over the telephone. The program will maintain records of client contacts, case notes, and results of investigation. The program shall work with the client to discuss their rights and help them pursue their fair housing rights including but not limited to conciliation, mediation, administrative proceedings and/or litigation.

- 16.8 Each program must demonstrate collaborative relationships with the immediate community and other service providers including but not limited to linkages with potential sources for volunteers, working with social service agencies serving residents over 60 years old to develop relevant educational materials, to market educational opportunities and to conduct the presentations, working with agencies advocating for seniors to conduct better informed testing of the relevant housing industries, linkages with legal assistance programs and services, management programs, and advocacy agencies.
- 16.9 The program must assure that recruited testing volunteers receive U.S. Department of Housing and Urban Development approved tester training and updates and that all other volunteers receive training as necessary to complete the required functions.
- 16.10 The program must assure appropriate case supervision of all open cases and that when the program identifies systemic discrimination which may be remedied by legislative action or other collaborative effort, such issues should be brought to the attention of AAAM, as permissible and appropriate.
- 16.11 Each program must provide assurance that it operates in compliance with regulations promulgated under the Older Americans Act as set forth in 45 CFR Section 1321.73.

#### Allowable Service

16.12 Fair Housing allowable service activities include:

- a. Intake of fair housing complaints for Kent County residents over the age of 60.
- b. Develop and update written and other educational materials geared towards the senior population regarding protections under fair housing laws.
- c. Conduct educational sessions for older adults, caregivers, and social service personnel on protections and obligations under fair housing law.
- d. Conduct and analyze at least 50 housing discrimination tests where the claimant is a resident of Kent County over the age of 60, or on a survey basis at independent and assisted living facilities.
- e. Recruit, train and utilize older adult volunteers to conduct testing and to review newspaper and other marketing materials to ensure compliance with fair housing laws.

<b>SERVICE NAME</b>	Flu/Pneumonia Vaccinations
<b>SERVICE NUMBER</b>	17.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Kent county residents, between the ages of 60-64 who are at risk, at need and who do not have Medicaid or Medicare coverage, will be able to receive one Influenza or Pneumonia vaccination at a regularly scheduled Influenza/Pneumonia clinic. Individual vaccinations can be arranged for home bound clients.
<b>UNIT OF SERVICE</b>	One Influenza or Pneumonia vaccination.

Minimum Standards:

- 17.1 This service may be provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) under the supervision of a RN. Upon approval a licensed paramedic may also provide the vaccines. This staff will be licensed in the State of Michigan. The service provider shall provide supervision of the nurse and will:
- a. Assess the client's response to contraindicated medications, and conditions as established by the Centers for Disease Control and the manufacturer of the vaccine.
  - b. Answer client questions and obtain a current consent for care signed by the client or their Power of Attorney or Guardian.
  - c. Administer the injection according to protocols and procedures.
  - d. Monitor clients' initial reactions to the immunization according to the recommended schedule.
  - e. Observe, record, and report any client reactions outside of normal reactions and take measures as indicated by protocols and procedures.
  - f. Provide the client with a receipt for service as well as number to call in case of questions or concerns.
  - g. The Program will maintain the releases as dictated by medical standards and other record maintenance provisions that may be applicable.

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<b>SERVICE NAME</b>	Foreclosure Intervention
<b>SERVICE NUMBER</b>	18.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Professional-level financial counseling services.
<b>UNIT OF SERVICE</b>	One hour of counseling.

#### Minimum Standards

- 18.1 Each case must begin with an initial assessment with the client, at which time the counselor will assist the client in assembling and reviewing the household budget. In addition, there will be a full examination of the current mortgage situation and the events leading to the financial crisis.
- 18.2 A counseling plan will be developed for each client. This plan will include a goal and subsequent objectives that are agreed upon by both the counselor and client.
- 18.3 The counseling staff is able to provide services at the client's home, as well as at the program offices.
- 18.4 Each counselor must be certified by the Michigan State Housing Development Authority as a Housing Counselor.
- 18.5 Counseling services can include direct client contact and indirect client support. Indirect client support may include information gathering, maintenance of case records, and communication with mortgage companies and/or community organizations on behalf of the client.
- 18.6 Foreclosure Intervention counseling, consisting of an initial assessment, budget counseling, advocacy/mediation between client and mortgage company and client and community organizations. These services are offered to older adults who are currently delinquent on their mortgage payments and/or property taxes and are facing the loss of their home.
- 18.7 Professional counseling regarding reverse mortgage will be provided to older adults seeking such a loan and that require a counseling certificate.
- 18.8 Refinance counseling will be provided to older adults seeking to refinance their current mortgage in order to prevent predatory lending and the potential future loss of their home and/or equity.
- 18.9 Referrals should be made to Legal Aid of West Michigan when appropriate.

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<b>SERVICE NAME</b>	Friendly Visitor
<b>SERVICE NUMBER</b>	19.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Making regular visits to homebound (not in assisted living facilities) isolated older persons to provide companionship and social interaction. This service is for individuals who do not have socialization activities associated with their residence, or who can not participate in those activities due to physical/behavioral limitations.
<b>UNIT OF SERVICE</b>	A unit is equal to one hour of time spent visiting an older person in their residence to provide companionship and social interaction.

Minimum Standards:

- 19.1 Friendly visitor program may not use Kent County Senior Millage funds to pay wages for friendly visitors. Service funds may be used to reimburse out of pocket expenses for volunteer friendly visitors.
- 19.2 Volunteer friendly visitors should receive an orientation training which covers at a minimum: the needs of isolated homebound elderly persons; the functions and limitations of a friendly visitor; communication and interpersonal skills; and, emergency procedures.
- 19.3 Each volunteer visitor must agree not to be solicit contributions of any kind, attempt the sale of any type of merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy while making a friendly visit.
- 19.4 The program must develop procedures for screening prospective clients and volunteers to attempt to match persons who are compatible.
- 19.5 Each program must have staff person designated to provide direction to volunteer visitors and to be available to contact in emergencies or problem situations.
- 19.6 In order to target the most isolated clients, there can not be socialization activities associated with the client's residence.
- 19.7 Friendly visits can include the occasional trip to the grocery store, church, and/or social activity. The Friendly Visitor must provide current driver's license and insurance verification.

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<b>SERVICE NAME</b>	Guardianship
<b>SERVICE NUMBER</b>	20.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	The Kent County Guardianship Program provides guardianship and/or conservatorship services to legally incapacitated, and/or developmentally disabled adult residents of Kent County who have no one to serve in that capacity. A guardian is a person lawfully invested by the Probate Court with the power, and charged with the duty of ensuring that the daily and personal needs of the person are met. A conservator is a person lawfully invested by the Probate Court with the power, and charged with the duty of protecting a person's property (estate).
<b>UNIT OF SERVICE</b>	One month guardianship service to one client.

Minimum Standards:

The Kent County Department of Human Services (DHS) and Kent County Probate Court have created standards for guardianship/conservatorship services. The program standards and guardianship responsibilities are:

- 20.1 Accept wards determined in need of guardianship/conservatorship services by the Kent County Probate Court.
- 20.2 Participate in bi-monthly training sessions/meetings provided by the Kent County DHS and the Probate Court.
- 20.3 Service at maximum 65 adult guardianship or conservatorship cases at any given time.
- 20.4 Complete the following activities:
  - a. Make face-to-face contact with the ward within two weeks of Probate Court appointment, either as a temporary guardian/conservator or permanent guardian/conservator.
  - b. Explain to the ward the role of the guardian/conservator as well as the rights retained by the ward.
  - c. Complete initial assessment within 30 days of the case assignment, using the court Ward Face Sheet form. This assessment will include the ward's physical and social situation, the educational needs, likes and preferences, living conditions, and available support systems.

- 20.5 The guardian/conservator shall take immediate steps to resolve any crises Situations brought to the attention of the guardian.
- 20.6 The guardian/conservator shall make and document on the Court Ward Quarterly Report from face-to-face visits with each ward at least once every three months after case opening. These visits will consist of the following activities:
- a. Conference with the ward's service provider or caregiver.
  - b. Examination of charts or notes regarding the ward (guardian only).
  - c. Assessment of the ward in maintaining current living situation, taking into consideration social, psychological, educational, vocational, health, and personal care needs (guardian only).
  - d. Assessment of the ward's physical appearance, psychological, and emotional state (guardian only).
  - e. Assessment of the repair, cleanliness, and safety of the ward's home or apartment.
  - f. Assessment of the adequacy and condition of the ward's personal possessions if the ward resides in a facility, for example, clothing, furniture, TV, etc.
- 20.7 The guardian/conservator shall, in addition to the quarterly face-to-face contacts, have a monthly contact with either the ward or some suitable individual who has personal contact with the ward such as adult foster care home operator, or nursing home staff.
- 20.8 The guardian/conservator shall maintain an individual ward case record, which will include the Probate Court "Letters of Authority", and a record of all contacts, assessment information, progress notes, reports, and correspondence and all the records and reports required by the Probate Court.
- 20.9 The guardian/conservator shall submit the "Court Ward Face Sheet" report due thirty (30) days from case assignment and the subsequent three month "Court Ward Quarterly Report" on each ward. An invoice for the per month guardianship service fee is to be attached to these reports on all Medicaid or Medicaid-eligible clients with the following exception:

A ward that receives Medicaid or a Medicaid-eligible and whose estate level (less an irrevocable funeral agreement if one exists) is \$1,000, available cash or more. In these cases, the guardianship service fee will be paid from the ward's estate at a rate not to exceed \$30 per month. If the ward's estates falls below \$1,000, the fee will be billed to DHS. Medicaid eligible clients are those who would be on Medicaid if they were not in state facilities.

- 20.10 The guardian/conservator shall make sure that the annual accounts on Medicaid cases are allowed as required by the Probate Court and shall provide copies of such documents to DHS.
- 20.11 The guardian/conservator shall arrange for the "direct deposit" of all income for the ward whenever possible.
- 20.12 The guardian/conservator shall apply for all benefits (financial and non-financial) for which the ward may be eligible. Application is to be made within 30 days of becoming aware of the benefit.
- 20.13 The guardianship/conservator, upon the death of a ward, shall exercise appropriate authority by:
- a. Notifying the Probate court and the Kent County DHS Guardian Monitor.
  - b. Notifying any agency providing benefits to the ward or beneficiary including Social Security Administration, the Veterans Administration, and DHS.
  - c. Turning the ward or beneficiary's assets over the individual designee by the Probate Court to receive such assets.
  - d. Submitting a final accounting of the ward's estate to the Probate Court.

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<b>SERVICE NAME</b>	Health Education
<b>SERVICE NUMBER</b>	21.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Provision of basic, remedial or continuing education services to assist older individuals to acquire knowledge and skills suited to their interest, needs, or to enhance the quality of life. Content areas may include, but are not limited to the following: health, recreation, nutrition, the aging process, and physical education. <b>Programs must be evidence-based for adults and/or approved by AAAMM.</b>
<b>UNIT OF SERVICE</b>	One completed workshop comprised of multiple sessions or one hour of related service provisions.

**Disease Prevention/Health Promotion service standards are also applicable here. Reference OAA section page 77.**

Minimum Standards:

- 21.1 Each education program must establish linkages with local continuing education programs, as available and appropriate, in order to maximize coordination and minimize duplication.
- 21.2 Instructors must be qualified through education, experience and/or training in the content areas they teach.
- 21.3 Education program may be provided in public schools and colleges, senior centers, congregate meal sites or in institutionalized settings such as nursing homes.
- 21.4 Education programs should attempt to balance the content of educational sessions with the interests, skills, and abilities of prospective participants.

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<b>SERVICE NAME</b>	Hearing Services
<b>SERVICE NUMBER</b>	22.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Provision of Specialized Hearing Services for hearing loss for the hard of hearing, the late deafened, and deaf persons which includes: orientation to hearing loss, rehabilitation for activities of daily living, group education on adjustment to hearing loss, lip reading lessons, and assistance in finding devices and other resources to assist in the adjustment to hearing loss.
<b>UNIT OF SERVICE</b>	One hour of individualized specialized hearing services or one group session

Minimum Standards:

- 22.1 Staff providing rehabilitation training must have experience and be trained in communication skills including: lip reading, sign language, use of adaptive devices and assistive hearing devices, TTY and videophone.
- 22.2 Staff providing lip reading must have experience and be trained in the techniques, methods and use of lip reading and/or auditory training for individuals with a hearing loss.
- 22.3 Each client will provide the agency with an audiogram or visit an audiologist for a clear assessment of the hearing loss.
- 22.4 The program coordinator must have a minimum of a bachelor's degree in deaf education, social work for hearing impaired or other related field or experience.
- 22.5 Each hearing services program must demonstrate a working relationship with local agencies and organizations offering programs for the hearing impaired and with the Michigan Department of Rehabilitation Services.
- 22.6 A treatment plan shall be developed for each client based on a comprehensive assessment. The treatment plan shall be developed in cooperation with and be approved by the client. The treatment plan shall contain at a minimum:
- a. A statement of the client's problems, needs, strength and resources.
  - b. A statement of the goals and objectives form meeting identified needs.
  - c. A description of methods and/or approaches to be used.

d. Identification of services to be obtained from or provided by other community agencies.

e. Treatment orders of qualified health professionals, when applicable.

22.7 The program may provide individual, family and/or group counseling sessions. Family members of clients are eligible for family counselling when appropriate to resolve the problems of the client.

22.8 All open cases must undergo a quarterly case review by the appropriate supervisory staff.

<b>SERVICE NAME</b>	Home Chore
<b>SERVICE NUMBER</b>	23.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Non-continuous household maintenance tasks intended to increase the safety and independence of the individual(s) living at the residence.
<b>UNIT OF SERVICE</b>	One hour spent performing allowable chore tasks.

Minimum Standards:

- 23.1 Funds awarded for chore service program may be used to purchase materials and disposable supplies used to complete the chores tasks to increase the safety of the individual. No more than \$200 may be spent on materials for any one household per year. Equipment or tools used to perform chore tasks may be purchased or rented with funds awarded up to an amount equal to 10% of total grant funds.
- 23.2 Pest control services may be provided only by appropriately licensed suppliers.
- 23.3 Each program must develop working relationships with the Home Repair and Weatherization service providers, as available, in the project area to ensure effective coordination of efforts.

Allowable Tasks

- 23.4 Reimbursement is given for time spent on these allowable tasks:
- a. replacing fuses, light bulbs, electric plugs, frayed cords,
  - b. replacing door locks, window catches,
  - c. replacing/repairing pipes,
  - d. replacing faucet washers or faucets,
  - e. installing smoke detectors & carbon monoxide detectors,
  - f. installing screens and storm windows,
  - g. caulking windows,
  - h. repairing furniture,
  - i. installing window shades and curtain rods and blinds,
  - j. securing carpets and rugs,
  - k. cleaning attics and basements to remove fire and health hazards,
  - l. pest control,
  - m. grass cutting and leaf raking,
  - n. cleaning walkways of ice, snow an leaves, and
  - o. trimming small overhanging tree branches.

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<b>SERVICE NAME</b>	Home Financial Services
<b>SERVICE NUMBER</b>	24.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Home Financial Services supports seniors in maintaining their independence with action and information. The service addresses increasingly complex financial issues faced by seniors today.
<b>UNIT OF SERVICE</b>	One (1) hour of staff time dedicated to allowable Home Financial Services

Minimum Standards:

- 24.1 The program will have uniform intake procedures and maintain consistent records. Intake may be conducted over the telephone. Intake records for each potential client will include as much of the personal information as is appropriate for the type of service requested and is able to be determined.
- 24.2 The program will identify, determine, and document client home financial needs.
- 24.3 The program will provide documentation of all contact with and assistance to clients and referrals to other service providers in community. It will also demonstrate program outcomes.
- 24.4 The program will encourage the utilization of volunteers with clients. Volunteers will be appropriately screened, trained and supervised by professional staff of service provider and/or other volunteer resources within the community. appropriate volunteer service includes client record (intake) maintenance, assisting with client appointments, completing government (tax) forms, communication with clients, and research activities.
- 24.5 The program will provide follow-up as often as is appropriate but for at least 25% of clients serviced to determine whether the need(s) were addressed and to determine any problems with the service delivery system.
- 24.6 The program will complete an initial intake in a timely manner to meet client needs and usually within 10 days of request for service. Existing client intakes will be updated. The program will also keep record of requests for services which program is unable to meet.
- 24.7 Efforts will be made to engage a bilingual person (paid or non-paid) when the program encounters non-English or limited English speaking older adults.
- 24.8 The program will demonstrate staff and volunteer participation in educational training. Educational opportunities will be encouraged and made available to

staff and volunteer on an annual basis.

24.9 The program will demonstrate collaborative relationship with the immediate community and other service providers.

**24.10 This service is not intended for only tax preparation for clients.**

**Allowable Services**

24.11 Services billed under this definition may include tax preparation, however, other components of this service must be provided to the client.

Allowable Home Financial Services include:

- a. scheduling of appointments,
- b. completing forms,
- c. client communications,
- d. internet research,
- e. web site development,
- f. communication with government agencies,
- g. database analysis,
- h. marketing of services,
- i. meetings,
- j. reporting,
- k. training, and
- l. volunteer recruitment and supervision.

<b>SERVICE NAME</b>	Home Modification Assessments
<b>SERVICE NUMBER</b>	25.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Assessment of the home and environment to identify barriers to independent living. The service will assess and set up a plan to make the home environment accessible through modifications and/or equipment
<b>UNIT OF SERVICE</b>	One hour of home evaluation, equipment training or follow up services

Minimum Standards:

- 25.1 The home evaluation will be provided by a Michigan licensed Occupational Therapist using appropriate professional assessment measures.
- 25.2 Evaluation includes assessment of the client's ability to function independently including activities of daily living and accessibility of the home.
- 25.3 An individualized service plan will be developed by the client and the Occupational Therapist.
- 25.4 Collaborate and make recommendations for modifications to Home Repair Services.
- 25.5 Implementation of the service plan including equipment set up and training will be provided by a Certified Occupational Therapy Assistant (COTA).
- 25.6 Clients will be prioritized for home modifications and equipment needs.
- 25.7 Follow up contact will be provided after modifications are completed to ensure that outcomes are met including increased independence with activities of daily living and accessibility.
- 25.8 Kent County Senior Millage cost share policy will be implemented if no cost share is being paid to Home Repair Services.
- 25.9 The program will maintain client records that include assessment, service plan and case notes.

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<b>SERVICE NAME</b>	Home Repair Consultation
<b>SERVICE NUMBER</b>	26.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	<p>The provision of critical home repairs for seniors who are otherwise not eligible for the Major or Minor Home Repair Programs.</p> <p>Only critical repairs related to health and safety will be provided. Nonessential repairs (e.g. garages), cosmetic repairs (e.g. painting) and improvements (e.g. attic insulation) will not be provided, except the improvements to enhance access for people with disabilities will be allowed (e.g. bathroom grab bars).</p> <p>Staff can consult to individuals/organizations who will be performing the critical repairs to an eligible person's home.</p>
<b>UNIT OF SERVICE</b>	One completed job.

Minimum Standards:

- 26.1 Only homeowners who are eligible will be served. Required proof for home ownership would be a deed, mortgage, or land contract.
- 26.2 The owner must reside in the house being served. Services will not be provided to those who are trying to sell their homes.
- 26.3 Only households with a combined income of more than 50% and less than 100% of area median income (as determined annually by HUD) will be served.
- 26.4 Each job must utilize a job completion procedure which includes:
  - a. verification that work is complete and correct
  - b. verification by local building inspectors that work satisfies building codes and
  - c. acknowledgment by home owner that work is acceptable, within 10 days of completion
- 26.5 The program must utilize a written agreement with the owner (Purchaser) of each home to be repaired. The owner must be 60 years of age or older. This agreement must include at a minimum:
  - a. a statement that the home is occupied and is the permanent residence of the owner;
  - b. statement that the Purchaser plans to live in the home for the next two years; and
  - c. specification of the repairs to be made by the program.
- 26.6 Program must establish and utilize written criteria for prioritizing homes to be repaired which address the condition of the home, client need and appropriateness of requested repairs.

- 26.7 Program will address primarily health and safety repairs and distribute funds reasonably among requested needs.
- 26.8 Ramps or other home modifications requested for individuals with disabilities must be determined necessary through an assessment conducted by a millage approved assessment agency. Referrals to the assessment agency must be documented by client with date requested. Subsequent assessment forms must be kept in client files and correspond to home modifications completed.
- 26.9 A client co-payment will be charged. The amount will be determined by the estimated size of the job and according to a sliding fee schedule determined each fiscal year. Home Repair Services may make exceptions to this co-payment rule on a case-by-case basis.
- 26.10 Home repair services to mobile homes are allowed.
- 26.11 Rental units are not allowed except for access modifications and then only with the permission of the landlord. All other repairs to rental units are the responsibility of the landlord.
- 26.12 Services are not provided to houses that are deemed by Home Repair Services to be uninhabitable.
- 26.13 The types of jobs accepted may be adjusted so that the number of jobs does not exceed the ability of the staff to provide services and so that the waiting list does not become excessive. The worst and most urgent cases will be served first.
- 26.14 The cost share may be paid by a loan from a bank or by payment plan set up by Home Repair Services. If after reasonable attempts to collect the unpaid balance of a payment plan, Home Repair Services is unable to collect the entire cost share, the unpaid balance may be billed to the contract with approval by AAAWM.
- 26.15 When construction and payment is to be completed by an organization or individual besides service provider and AAAWM, service provider may act as a consultant on the project and bill staff time to the contract.

Method of Reimbursement:

- 26.16 The Home Repair Services billing for each job will be the sum of the following:
  - a. the labor of its repair staff charged to this program (both direct time charge to particular jobs and general time charged to the program) at an established hourly rate.
  - b. the job's materials (at cost)
  - c. the subcontractors hired for that job (at cost)
  - d. consulting time to approved projects

<b>SERVICE NAME</b>	Home Repair: Major
<b>SERVICE NUMBER</b>	27.0

<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	<p><b>Major:</b> The provision of major home repairs estimated to cost more than \$1,000.</p> <p>Permanent improvement to an older person's home to prevent or remedy a sub-standard condition or safety hazard. Home Repair Service offers permanent restoration and/or renovation to extend the life of the home and may involve structural changes. Home repair does not involve making aesthetic improvements to a home, temporary repairs, chore or home maintenance that must be repeated.</p>
<b>UNIT OF SERVICE</b>	One completed job.

Minimum Standards:

- 27.1 Each home repair program, prior to initiating service, must determine whether a potential client is eligible to receive services through a program supported by other funding sources, particularly programs funded through the Social Security act. If it appears that an individual can be served through other resources, an appropriate referral should be made.
- 27.2 Only households with a combined income of less than 50% of area median income (as determined annually by HUD) will be served.
- 27.3 Each program must develop working relationships with weatherization, chore, and housing assistance service providers, as available, in the project area to ensure effective coordination of efforts.
- 27.4 Funds awarded for home repair service may be used for labor costs, to purchase materials and/or pay subcontractors used to complete the home repair tasks to prevent or remedy a substandard condition or safety hazard. The program must establish a limit on the amount to be spent on any one house in a twelve month period. Equipment or tools needed to perform home repair tasks may be purchased or rented with funds up to an amount equal to 10% of total grant funds.
- 27.5 Each program must maintain a record of homes repaired including dates, tasks performed, materials used and cost.
- 27.6 The program must check each home to be repaired for compliance with local building codes. No repairs may be made to a condemned structure.
- 27.7 Each job must utilize a job completion procedure which includes:
  - a. verification that work is complete and correct
  - b. verification by local building inspectors that work satisfies building codes and

- d. acknowledgment by home owner that work is acceptable, within 10 days of completion
- 27.8 The program must utilize a written agreement with the owner (Purchaser) of each home to be repaired. The owner must be 60 years of age or older. This agreement must include at a minimum:
- a. a statement that the home is occupied and is the permanent residence of the owner,
  - b. statement that the Purchaser plans to live in the home for the next two years, and
  - c. specification of the repairs to be made by the program.
- 27.9 Program must establish and utilize written criteria for prioritizing homes to be repaired which address the condition of the home, client need and appropriateness of requested repairs.
- 27.10 Program will address primarily health and safety repairs and distribute funds reasonably among requested needs.
- 27.11 Ramps or other home modifications requested for individuals with disabilities must be determined necessary through an assessment conducted by a millage approved assessment agency. Referrals to the assessment agency must be documented by client with date requested. Subsequent assessment forms must be kept in client files and correspond to home modifications completed.
- 27.12 A client co-payment will be charged. The amount will be determined by the estimated size of the job and according to a schedule determined each fiscal year. Home Repair Services may make exceptions to this co-payment rule on a case-by-case basis.
- 27.13 Home repair services to mobile homes are allowed.
- 27.14 Only homeowners who are eligible will be served (required proof would be a deed, mortgage or land contract). Rental units are not allowed except for access modifications and then only with the permission of the landlord. All other repairs to rental units are the responsibility of the landlord.
- 27.15 Services are not provided to houses that are deemed by Home Repair Services to be un-inhabitable.

#### Allowable Tasks

- 27.16 Allowable home repair tasks include but are not limited to:
- a. roof repair/replacement
  - b. siding repair/replacement

- c. foundation repair/replacement
- d. floor repair/replacement
- e. interior wall repair
- f. plumbing and drain repair/replacement
- g. insulation/weatherization (including water heater wrap, low-flow shower head, socket sealers, draft stoppers and door sweeps.
- h. stair and exterior step repair/replacement
- i. heating system repair/replacement
- j. ensuring safe and adequate water supply
- k. electrical wiring repair/replacement
- l. obtaining building permits
- m. painting to prevent deterioration and in conjunction with repair.
- n. ramp installation

Method of Reimbursement:

27.17 The Home Repair Services billing for each job will be the sum of the following:

- a. the labor of its repair staff charged to that job at an established hourly rate.
- b. the job's materials (at cost)
- c. the subcontractors hired for that job (at cost)

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<b>SERVICE NAME</b>	Home Repair: Minor
<b>SERVICE NUMBER</b>	28.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	<p><b>Minor:</b></p> <p>The provision of minor but critical home repairs costing less than \$1,000 such as plumbing, roof and furnace repairs.</p> <p>Only critical repairs related to health and safety will be provided. Nonessential repairs (e.g. garages), cosmetic repairs (e.g. painting) and improvements (e.g. attic insulation) will not be provided, except the improvements to enhance access for people with disabilities will be allowed (e.g. bathroom grab bars).</p>
<b>UNIT OF SERVICE</b>	One completed job.

Minimum Standards:

- 28.1 The maximum amount of Senior Millage money that will be used on a job is \$1,000. Services may be provided more than once a year but no homeowner will receive more than \$1,000 of service in a calendar year.
- 28.2 Only homeowners who are eligible will be served (required proof: deed, mortgage, land contract). Minor home repair services are not allowed on rental units.
- 28.3 The owner must reside in the house being served. Services will not be provided to those who are trying to sell their homes.
- 28.4 Only households with a combined income of less than 50% of area median income (as determined annually by HUD) will be served.
- 28.5 Repairs to mobile homes are allowed.
- 28.6 Minor home repair services will not be provided on rental property.
- 28.7 A client co-payment will be charged. The amount will be determined by the estimated size of the job and according to a schedule determined each fiscal year. Home Repair Services may make exceptions to this co-payment rule on a case-by-case basis.
- 28.8 Service will not be provided to houses that are deemed by Home Repair Services to be uninhabitable.
- 28.9 The types of jobs accepted may be adjusted so that the number of jobs does not exceed the

ability of the staff to provide services and so that the waiting list does not become excessive. The worst and most urgent cases will be served first.

Method of Reimbursement:

28.10 The Home Repair Services billing for each job will be the sum of the following:

- a. the labor of its repair staff charged to that job at an established hourly rate.
- b. the job's materials (at cost)
- c. the subcontractors hired for that job (at cost)

<b>SERVICE NAME</b>	Independent Living Program
<b>SERVICE NUMBER</b>	29.
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Client-driven, goal-oriented instruction and practice in skills which increase independence and functioning. May include training in the use of assistive devices. Services are preformed in the client's home (not assisted living facilities). The purpose of the program is to help the client gain the functional skills needed so he or she will not have to move into a dependent care living arrangement, such as a nursing home. The goal is to decrease dependency on care givers.
<b>UNIT OF SERVICE</b>	An hour of service performed by an Occupational Therapist with a client or on the behalf of a client accepted into the program. (When an hour of service is provided to a group an appropriate unit rate will be established.)

Minimum Standards:

- 29.1 All training and instruction must be performed by a licensed Occupational Therapist with geriatric training and/or experience working with geriatric clients of at least one year.
- 29.2 Services must begin with a functional assessment of the client conducted by the Occupational Therapist using appropriate professional assessment measures.
- 29.3 An Intervention Plan must be developed for each client, created with and approved by the client, client's guardian or designated representative. The client and or designee may elect to include others such as family members, care givers or health care professionals in the planning. The Intervention Plan will include, at a minimum:
- a. a statement of the client's problems, needs, strengths, resources and preferences.
  - b. a statement of the goals and objectives for meeting identified needs.
  - c. a description of the methods and/or approaches to be used with frequencies and responsible parties identified.
  - d. physical treatment orders when applicable
- 29.4 The program must be able to provide services at the client's place of residence.
- 29.5 The program must identify a care giver to assist the client with practice of learned skills at a frequency and duration to be determined by the Occupational Therapist. The caregiver must be physically able to handle the assigned duties.

- 29.6 The Occupational Therapist must monitor the practice sessions of caregivers by direct observation or by conferring with the caregiver at the appropriate frequency.
- 29.7 The Occupational Therapist will maintain progress notes of all interventions performed and each contact with caregivers.
- 29.8 The Occupational Therapist will not approve any intervention plan, engage in any activity, or provide any direction to a caregiver that is considered unsafe for the client. The Occupational Therapist will advise the client and other responsible parties, including appropriate protective services, if he or she considers the client unable to safely live with the existing level of care.
- 29.9 At the anticipated termination of services a functional assessment of the client using professionally accepted measures must be administered by the Occupational Therapist.
- 29.10 A full case record will be maintained for each client including the intervention plan, progress notes, assessments and other pertinent information.

<b>SERVICE NAME</b>	Literacy Competency
<b>SERVICE NUMBER</b>	30.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Low income older adults in Kent County will receive assistance in obtaining literacy skills necessary to be self sufficient.
<b>UNIT OF SERVICE</b>	The unit of service is one hour of literacy instruction in a congregate, small group or individual session

Minimum Standards for individual tutoring or small group session

- 30.1 Each participating senior will be assessed to determine their level of functional literacy.
- 30.2 Each senior will be assisted to identify individual literacy goals.
- 30.3 The literacy specialist will develop strategies to enable each senior to achieve their goals.
- 30.4 As literacy goals are realized, seniors will have the opportunity to self-determine additional goals based on their new level of functioning.

Minimum Standards for congregate session

- 30.5 Each participating senior will be exposed to literacy activities/materials that will increase their ability to read, write, speak or listen.
- 30.6 Literacy activities will be offered in 45 minute intervals at least twice weekly.
- 30.7 Solicit and document feedback through observations/interviews on effectiveness of literacy activity.

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<b>SERVICE NAME</b>	Retired Senior Volunteer Program
<b>SERVICE NUMBER</b>	31.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Offer challenging and meaningful volunteer opportunities to people 60 years of age and older, resulting in high quality of life for seniors who have an opportunity to share their expertise and experience with other residents of Kent County.
<b>UNIT OF SERVICE</b>	One hour of volunteer service constitutes one unit.

### Minimum Standards

- 31.1 All members must be 60 years of age or older.
- 31.2 All members must complete an enrolment form to be kept on file in the RSVP office. Intake information consists of name, address, birth date, telephone, ethnicity, previous occupation, education, previous volunteer service, and interest (i.e.: friendly visiting, meal delivery, Hospice, food banks, environment, children, advocacy groups, handicrafts, computer, handicapped assistance, in-home care).
- 31.3 All members must attend a one-time RSVP orientation. Volunteers receive on-going on site training appropriate for their chosen jobs at their chosen stations.
- 31.4 All active members are required to submit a monthly timesheet of their volunteer hours.
- 31.5 RSVP staff will recruit appropriate volunteer and volunteer stations.
- 31.6 RSVP staff will comply with all required funding rules and regulations.
- 31.7 RSVP will support all volunteers and volunteer stations as is appropriate.

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<b>SERVICE NAME</b>	Personal Emergency Response System (PERS)
<b>SERVICE NUMBER</b>	32.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	A service system utilizing electronic devices designed to monitor client safety and provide access to emergency crisis intervention for medical or environmental emergencies through the provision of a communication connection system. The system may involve a portable "help" button to allow for client mobility. PERS services are limited to individuals who live alone or who are alone for significant parts of the day, have no regular caregiver for extended periods of time, and/or who would otherwise require extensive routine supervision.
<b>UNIT OF SERVICE</b>	One month of monitoring a client and each occurrence of equipment installation.

### Minimum Standards

#### 32.1 Service Compliance:

- a. The service provider will determine the frequency and duration of services after a need assessment.
- b. The service may be provided by a:
  - Medicare/Medicaid certified home health agency,
  - hospital licensed under MCL333.21501. or
  - agencies licensed under MCL338.1051.

#### 32.2 Basic Program Requirements:

- a. Equipment used must be approved by the Federal Communication Commission and must meet UL safety standard 1637 specifications for Home Signaling Equipment.
- b. Response center must maintain the monitoring capacity to respond to all incoming emergency signals.
- c. Response center must be able to accept multiple signals, simultaneously. Calls must not be disconnected for call-back or put in a first call first serve basis.
- d. Provider will furnish each responder and contact names semi-annually to assure current and continued participation.
- e. Provider will assure at least monthly testing of the PERS unit to assure continued functioning.
- f. Provider will furnish on-going assistance, as necessary, to evaluate and adjust PERS instrument or to instruct clients and caregivers in the use of the devices, as well as to provide for performance checks.

- g. The system is connected to the client's phone and programmed to signal a response center once a "help" button is activated.
- h. The client may wear a portable "help" button to allow for mobility.

### 32.3 Client Records:

The provider shall maintain individual client records that include:

- a. record of service delivery, including documentation of delivery and installation of equipment, client/caregiver orientation, and monthly testing.
- b. list of emergency responders, and
- c. log documenting client and responder contacts.

### 32.4 Personnel

Response center must be staffed 24 hours/day, 365 days/year with trained personnel. Response center will provide bilingual translation for clients who are non-English speaking or have limited English speaking skills. Each program must have a staff person designated to provide direction to volunteer staff and to be available to contact when problems occur with the emergency call system.

<b>SERVICE NAME</b>	Senior Companion Program
<b>SERVICE NUMBER</b>	33.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Senior Companions are persons with low-incomes, aged 60 and older, who provide individualized support, assistance and companionship to other older adults with physical, mental, or emotional impairments. Each Companion serves 20 hours per week and receives a non-taxable stipend of \$2.55 per hour, which enables those living on established program incomes guidelines to volunteer at no cost to them. In addition to the hourly stipend, Companions are provided assistance with the cost of transportation and a daily meal, a physical exam, and on-duty accident/liability insurance.
<b>UNIT OF SERVICE</b>	One hour of senior companion service provided.

Minimum standards:

- 33.1 Senior Companions receive a 40 hour pre-service orientation and four hours of monthly in-service training on the following topics: SCP policies and procedures, communication and interpersonal skill, recipient rights, confidentiality, aspects of mental illness, working with developmentally disabled older adults, friendship, and universal precautions.
- 33.2 Under the supervision of health care/social service agency/senior center staff, Senior Companions serve in congregate settings serving older adults. Congregate site staff link Senior Companions with frail and disabled clients. Care plans identifying client information, days and times of service, and specific goals/appropriate activities, are developed for each client receiving Senior Companion service.
- 33.3 Senior Companion Program staff monitors congregate sites on a monthly basis, and are available by telephone.
- 33.4 Forms reporting hours of service are verified by congregate site staff.
- 33.5 Senior Companions are evaluated by their site supervisors on an annual basis.

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<b>SERVICE NAME</b>	Senior Medication Assistance Program
<b>SERVICE NUMBER</b>	34.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	The provision of counseling for clients (aged 60-64) needing assistance for prescription medication receive guidance in applying for proprietary pharmaceutical company programs and clients (aged 65+) needing assistance in how to select a Medicare Part D program, how to apply for Medicaid and where to turn with questions regarding existing coverage.
<b>UNIT OF SERVICE</b>	One hour of allowable service.

- 34.1 Program must identify, determine, and document client needs.
- 34.2 Program must provide documentation of all contact with and assistance to clients and referrals to other service providers in the community.
- 34.3 Program must provide follow-up as often as is appropriate but at a minimum to determine whether the need(s) were addresses and to determine any problems with the prescription assistance.
- 34.4 Program must complete an initial intake in a timely manner for one-on-one service. Record must also be kept on requests for service which program is unable to meet.
- 34.5 Service provided in areas where non-English or limited English speaking older adults are concentrated are encouraged to have bilingual personnel available (paid or non-paid).
- 34.6 Staff will be knowledgeable in Medicare Part D, Medicare and Medicaid prescription programs, local prescription programs and proprietary pharmaceutical company programs. The program must demonstrate that staff participate in educations programs related to these topics.
- 34.7 Program must be able to provider service at a client's home, in a community setting and by telephone.
- 34.8 Program must demonstrate collaborative relationships with the immediate community and other service providers.

Allowable Service

34.9 The following tasks are allowable services:

- One-on-one counselling
- Telephone counselling
- Work on behalf of a client to acquire prescription assistance
- Group presentations
- Medicare Part D assistance counseling

<b>SERVICE NAME</b>	Stepping Stone, In-Home Recreation Therapy
<b>SERVICE NUMBER</b>	35.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	The provision of therapy utilizing various interventions to treat physical, social, cognitive and emotional conditions associated with illness, injury, or chronic disability of homebound older persons, and including educational components enabling individuals to become more informed and active partners in their own health care by using activities to cope with the stress of illness and disability.
<b>UNIT OF SERVICE</b>	One unit of service will include one hour of direct and/or indirect client support. Direct support shall be defined as: intake, assessment, and direct client therapy. Indirect client support means information gathering, maintenance of case records, supervisory/implementation consultations on behalf of the client.

#### Minimum Standards

- 35.1 Each program must conduct an intake and assessment. Assessment must include a Functional Assessment of Characteristics for Therapeutic Recreation (FACTR) and Community Reintegration Evaluation.
- 35.2 A therapy plan must be developed for each client. This plan shall be based on the assessment and in conjunction with the client's personal goals.
- 35.3 Each program must have a written policy/procedure to govern the development, implementation, and management of therapy plans.
- 35.4 Clients shall receive a minimum of 45 minutes of one-on-one therapy (once per week), twice per month (on an every other week principle) in their own home, by a Certified Therapeutic Recreation Specialist (CTRS).
- 35.5 Paid staff must have a bachelor's degree in one of the following fields: Occupational Therapy, Physical Therapy, or Therapeutic Recreation. Paid staff must maintain a current CTRS status.
- 35.6 The CTRS shall be responsible for the assessment, treatment planning, therapy, documentation, discharge planning, and referral to community agencies.
- 35.7 Volunteers shall be recruited by contacting client's children, grandchildren, friends, and neighbors.

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<b>SERVICE NAME</b>	Telephone Reassurance
<b>SERVICE NUMBER</b>	36.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Making regular daily telephone contact with homebound older persons to assure their well-being and safety and to provide social interaction.
<b>UNIT OF SERVICE</b>	Each telephone contact with a homebound older person.

Minimum Standards:

- 36.1 Kent County Senior Millage funds may not be used to pay wages for reassurance callers. Service funds may be used to pay for calling expenses of volunteer callers, program supplies, and administrative expenses for recruitment and training.
- 36.2 Volunteer reassurance callers will receive an orientation training which covers at a minimum: the needs of isolated, homebound elderly person; the functions and limitations of reassurance caller; communication and interpersonal skills; and emergency procedures.
- 36.3 Each program must have a staff person designated to provide direction to volunteer callers and to be available to contact in emergencies or problem situations.
- 36.4 Each program must establish and provide all volunteer callers with a copy of procedures to be followed in emergencies or when a client does not call or answer as arranged. These procedures must include at a minimum:
  - a.) provision for an immediate visit to the client's home by program staff or emergency service personnel (i.e., police, ambulance, fire department, etc.);
  - b.) contact of individual named to be notified in case of an emergency; and,
  - c.) verification that either subsequent contact has been made with the client or that the client's location is identified.
- 36.5 Each volunteer caller must agree not to solicit contributions of any kind, attempt the sale of any type of merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy while making a telephone reassurance call.
- 36.6 The program must develop procedures for screening prospective clients and volunteers to attempt to match persons who are compatible.

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<b>SERVICE NAME</b>	Vision Services
<b>SERVICE NUMBER</b>	37.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Provision of specialized vision services for the visually impaired and older blind persons.
<b>UNIT OF SERVICE</b>	Each hour of service provided. Each group education session.

Minimum standards

- 37.1 Program staff providing rehabilitation training must have experience and be trained in communication skills including Braille, typing, handwriting, use of recording devices, telephone dialing, manual alphabet, and other appropriate skills.
- 37.2 Programs staff providing orientation and mobility training must have experience and be trained in techniques, methods, and use of travel aids to visually impaired clients.
- 37.3 Optometric services must be provided by an optometrist that has graduated from an accredited College of Optometry and is licensed to practice optometry in Michigan.
- 37.4 The program must have a coordinator with a minimum of a bachelor's degree in Blind rehabilitation, Occupational therapy, Rehabilitation Teaching, or a related field.
- 37.5 Each vision services program must demonstrate working relationships with other local agencies and organizations offering programs for the blind and with the Bureau of Rehabilitation and Disability Determination of the Michigan Department of Education.

Allowable Service

37.6 Provision of specialized vision services include:

- a. orientation and mobility training;
- b. rehabilitation for activities of daily living;
- c. optometric services to help persons with severe vision loss to utilize remaining vision as effectively as possible; and
- d. group education on prevention of or adjustment to visual impairment.

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<b>SERVICE NAME</b>	Weatherization
<b>SERVICE NUMBER</b>	38.0
<b>SERVICE CATEGORY</b>	Community (Supportive & General) Services
<b>SERVICE DEFINITION</b>	Weatherization measures are installed for the purpose of rendering the heated portions of dwellings energy efficient and to ensure the protection of such measures. Measures may also be installed to eliminate health and safety hazards that are necessary before or because of the installation of weatherization measures
<b>UNIT OF SERVICE</b>	One weatherized home of an eligible client.

#### Minimum Standards

- 38.1 All weatherization measures installed are required to have a minimum of a 10-year payback and must conform to the State Weatherization Guidelines of performance standards, quality and workmanship.
- 38.2 Insured licensed contractors must perform all work.
- 38.3 Work performed does not include any cosmetic work to the dwelling.
- 38.4 Each client file reflects documentation of material/labor and support costs, not to exceed an average cost of \$4,000 per weatherized home, per contract period.

#### Allowable Service

- 38.5 Allowable weatherization jobs may include:
  - a. Major by-pass and air sealing
  - b. Wall insulation
  - c. Attic insulation
  - d. Attic ventilation
  - e. Foundation Insulation
  - f. Furnace turn-up
  - g. Furnace Repair/Replacement
  - h. Clock Thermostat
  - i. Combustion Appliance Repair
  - j. Health and Safety Measures
  - k. Duct Sealing/Insulation

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## Kent County Senior Services

### II. Specific Service Requirements

#### C. In-Home Services

- 1.0 General Requirements for In-Home Service Programs -  
refer to OAA pg. 81
- 2.0 Homemaker – refer to OAA pg. 87
- 3.0 Medication Management – refer to OAA pg. 89
- 4.0 Respite Care – refer to OAA pg. 91
- 5.0 Personal Care

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<b>SERVICE NAME</b>	Personal Care
<b>SERVICE NUMBER</b>	5.0
<b>SERVICE CATEGORY</b>	In-Home
<b>SERVICE DEFINITION</b>	Provision of in-home assistance with activities of daily living (ADL) for an individual including assistance with bathing, dressing, grooming, toileting, transferring, eating, and ambulation. Personal care does not include health oriented services as specified for Home Health Aide Services.
<b>UNIT OF SERVICE</b>	One hour spent performing personal care activities.

Minimum standards

- 5.1 Each program must have written eligibility criteria which includes at a minimum the requirements of general in-home service standards.
- 5.2 All workers performing personal care services must be directly supervised by a professionally qualified person. Each worker must be trained for each task to be performed. The supervisor must approve tasks to be performed by each worker. Completion of a recognized nurse aide training course by each worker is recommended.

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## Kent County Senior Millage Services

### II. Specific Service Requirements

#### D. Nutrition Services

- 1.0 Nutrition Services General Requirements – refer to OAA pg. 95
- 2.0 Home Delivered Meals – refer to OAA pg. 105
- 3.0 Congregate Meals – refer to OAA pg. 109
- 4.0 Nutrition Education – refer to OAA pg. 115
- 5.0 Senior Project Fresh
- 6.0 Senior Food Pantry

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<b>SERVICE NAME</b>	Senior Project Fresh
<b>SERVICE NUMBER</b>	5.0
<b>SERVICE CATEGORY</b>	Nutrition Services
<b>SERVICE DEFINITION</b>	Clients with income levels at or below 185% of the poverty level for Kent County may participate in the Project Fresh program and receive coupon books to purchase fresh fruits and vegetables from participating farmers markets.
<b>UNIT OF SERVICE</b>	One book of farmer market coupons distributed to an eligible client.

Minimum Standards:

- 5.1 Each program must have uniform intake procedures and maintain consistent records. Intake records for each client must include as much information as possible for type of service requested and provided. At minimum the intake must include:
  - a. name
  - b. address
  - c. date of birth
  - d. income verification
  - e. valid signature
  - f. nutrition risk survey
- 5.2 Clients will have an income that is at or below 185% of the poverty level for Kent County.
- 5.3 Clients will receive up to two coupon books worth \$20 to purchase fresh fruits and vegetables from participating farmers markets.
- 5.4 Clients will receive one on one communication and various brochures, pamphlets, and handouts regarding nutrition education, health and disease prevention, and healthy lifestyle management.

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<b>SERVICE NAME</b>	Senior Food Pantry
<b>SERVICE NUMBER</b>	6.0
<b>SERVICE CATEGORY</b>	Nutrition Services
<b>SERVICE DEFINITION</b>	A pantry dedicated to older adults. A supply of nutritious foods selected by an individual on a walk in or home delivered bases. Nutrition Education will be provided on a monthly basis.
<b>UNIT OF SERVICE</b>	One distribution (package) of food.

Minimum Standards:

6.1 Eligibility:

Clients must be physically or emotionally unable to leave their home to qualify for home delivery of pantry foods. Proxies may be used for individuals unable to leave their home to shop.

Income eligibility will be based on the annual publicized poverty guidelines by the U.S. Department of Health and Human Services .

6.2 Level of Service:

Clients must be allowed to access foods from the pantry at least once per month. Clients may access food from the pantry as often as once per week determined by need. Exception: the service provider may elect to make fresh produce available continuously.

6.3 Minimum Distribution for foods:

Foods for the package should be selected by the client. For home delivery of pantry foods, a food preference list may be solicited from the client for selecting items for their package. Food preference lists should be updated at least every six months. The following foods must be offered to the client for each food package:

- a. Milk – 2 selections may include:
  - Fresh or powdered milk (1 quart minimum per selection)
  - Yogurt (24 oz. minimum per selection)
  - Cheese (8 oz. minimum per selection)
  
- b. Meat / Protein – Minimum of 16 oz or equivalent measure. Items which may be counted toward the meat requirements include: eggs, peanut butter, pinto beans, baked beans, navy beans, split peas, black eyed peas, etc.

Examples of meat/protein items are:

1 dozen eggs

1 18oz jar peanut butter

- c. Vegetable – 5 selections may include:
- Canned (12 oz. or larger per selection)
  - Fresh (1/2 lb. per selection)
  - Frozen (12 oz. or larger per selection)
  - 100% Vegetable Juice (12 oz. or larger per selection)

Starchy vegetables such as potatoes and corn are counted as vegetable selections.

- d. Fruit – 5 selections may include:
- Canned (12 oz. or larger per selection)
  - Fresh (1/2 lb. per selection)
  - Frozen (12 oz. or larger per selection)
  - 100% Fruit Juice (12 oz. or larger per selection)
- e. Bread: 3 selections (1 lb. or more per section) may include:
- Pasta, bread, rolls, crackers, cereal or other breads.
- f. Other – As available

#### 6.4 Liquid Meal Supplements:

Liquid meal supplements must be approved by AAAWM and may be provided only with a doctor's order. Physician orders must be renewed monthly or if certified as long term-every six months. (See AAAWM Home Delivered Meal standards for additional liquid meal regulations).

#### 6.5 Food Handling and Facility Standards: Each program must have a minimum of one ServSafe certified person, who is responsible for overseeing food safety at all locations.

##### Storage:

Storage areas for the pantry shall have sealed and easily cleanable floors, walls, and shelving. Storage areas shall be kept clean and free of debris. All food and non-food items must be stored at least six (6) inches above the floor. Cleaning supplies or toxic items shall not be stored on the same shelf or above any food or food contact items such as single service ware.

##### Food:

###### a. Sources of foods

Foods may be purchased from traditional food service vendors, food banks or local establishments.

###### b. Donated Food:

The following donated food items may be accepted:

- Commercially canned (not home canned) foods.
- Dry foods.
- Baked goods from licensed facilities.
- Fresh produce
- Frozen meats from licensed facilities.
- Fresh meats may be accepted only from licensed facilities.
- Game may be accepted only if killed at a licensed game farm and processed within two hours by a licensed processor.

c. Food Holding:

Foods which have exceeded the manufacturer's recommended shelf life for quality and /or safety shall not be used.

Meats must be distributed in the frozen state unless packaged by the manufacturer and stamped with a clear use by date.

Any food which is repackaged must be clearly labelled as to its contents and use by date.

d. Non Food Items:

Non-food items may be distributed in addition to the minimum food selections.

Non-food items that are not allowed include:

- Vitamins or other dietary supplements (except approved liquid meal replacements such as Ensure).
- Medications, including over the counter or prescription drugs.

6.6 Nutrition Education

Nutrition Education programs shall be held at least monthly. Areas of interest should be solicited from clients and topics should be designed around client interests. Written handouts are encouraged, but should not be the sole component to the program conducted at the pantry. Homebound clients must be provided with written nutrition information that pertains to their needs at least monthly.

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## APPENDIX A

### LAWS, REGULATIONS AND POLICY APPLICABLE TO AGENCIES FUNDED UNDER TITLE III OF THE OLDER AMERICANS ACT

- Older Americans Act of 1965, as amended
- Older Michigianians Act (Act No. 180 of the Public Acts of 1981)
- Federal Regulations (CFR Part 1321)
- Privacy Act of 1974 (P.L. 93-579)
- Title 45 of CFR Part 74, "Administration of Grants", August 2, 1978
- Attachment O, "Procurement Standards", OMB Circular A-102  
(Governmental recipients)
- Attachment O, "Procurement Standards", OMB Circular A-110  
(non-governmental recipients)
- "Standards for Audit of Governmental Organizational Programs, Activities and Functions", U.S. General Accounting Office
- Titles III, XVIII, XIX, and XX of the Social Security Act
- Title VI of Civil Rights Act (P.L. 88-352 of 1964)
- Section 504, Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394
- "Recommended Dietary Allowance for Persons 55 Years of Age and Over", Food and Nutrition Board, National Research Council, National Academy of Science
- "Adult Male Recommended Dietary Allowance", National Research Council, National Academy of Science
- Federal Policy Announcement III-80-6
- Title 45 of CFR Part 70, "Merit System Standards"
- E.O. 11246
- Copeland Act

- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Workers' Compensation Act
- "Rules, State and Local Programs on Aging", Office of Services to the Aging, January, 1983
- Michigan P.A. 368, 1978, Part 129 (Public Health Code)
- Michigan P.A. 177, 1975
- Michigan Handicappers Civil Rights Act, P.A. 220, 1976
- Elliot-Larsen Civil Rights Act, P.A. 453, 1976 Section 209
- State of Michigan Executive Directive 1979-4
- Open Meetings Act, P.A. 267
- "Code of Ethics, Guidelines for Service Providers", Michigan Commission on Services to the Aging, November, 1980
- Code of Ethics, Area Agency on Aging of Western Michigan, Inc.
- Any other standards established by OSA and/or the AAAMW to ensure quality of service

## APPENDIX B

### NATIONAL INSTITUTE OF SENIOR CENTERS' NINE PRINCIPLES FOR THE OPERATION OF SENIOR CENTERS

- I. A senior center shall have a written statement of its purposes consistent with the Senior Center Philosophy\*, and a written statement of its goals based on its purposes and on the needs and interests of older people in its service area. These statements shall be used to govern the character and direction of its operation and program.
- II. A senior center shall be organized to create effective relationships among the participants, staff, governing body and the community in order to achieve its purposes and goals.
- III. A senior center shall form cooperative arrangements with community agencies and organizations in order to serve as a focal point for older people to obtain access to comprehensive services. A center shall be a source of public information, community education, advocacy and opportunities for community involvement of older people.
- IV. A senior center shall provide a broad range of group and individual activities and services designed to respond to the interrelated needs and interests of older people in its service area.
- V. A senior center shall have clear, administrative and personnel policies and procedures that contribute to the effective management of its operation. It shall be staffed by qualified, paid and volunteer personnel capable of implementing its program.
- VI. A senior center shall practice sound fiscal planning, management, recordkeeping and reporting.
- VII. A senior center shall keep complete records required to operate, plan and review its program. It shall regularly prepare and circulate reports to inform its board, its participants, staff, sponsors, funders and the general public about its operation and program.
- VIII. A senior center shall make use of appropriate facilities for its program. Such facilities shall be designed, located, constructed or renovated and equipped to promote effective access to and conduct of its program, and to provide for the health, safety and comfort of participants, staff and public.
- IX. A senior center shall have adequate arrangements to monitor, evaluate and report on its operations and program.

## THE SENIOR CENTER PHILOSOPHY

The philosophy of the senior center movement is based on these premises: that aging is a normal developmental process that human beings need peers with whom they can interact and who are available as a source of encouragement and support and that adults have the right to a voice in determining matters in which they have a vital interest.

In accordance with these premises, senior centers adhere to the following beliefs:

- Older adults, like all people, are individuals with ambitions, capabilities, and creative capacities
- They are capable of continued growth and development
- They have certain basic needs, including opportunities for relationships and for experiencing a sense of achievement
- They need both access to sources of information and help for personal and family problems, and the opportunity to learn from individuals coping with similar experiences
- They have a right to maximum opportunity for involvement in all aspects of a centers decision-making process

Senior center staffs are obliged to create an atmosphere that acknowledges the value of human life, affirms the dignity and self worth of the older adult, and maintains a climate of respect, trust, and support. Within this atmosphere, staff creates opportunities for older adults to apply their wisdom, experience, and insight, and to exercise their skills.

As an integral part of the aging network, a center services community needs, assists other agencies in serving older adults, and provides opportunities for older adults to develop their potential as individuals within the context of the entire community.

## APPENDIX C

### ACTIVITIES OF DAILY LIVING (ADL) AND INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL)

#### **Activities of Daily Living (ADL)**

- bathing
- bladder function
- toileting
- eating/feeding
- walking
- general mobility
- wheeling
- stair climbing
- transferring
- dressing
- bed mobility
- bowel function

#### **Instrumental Activities of Daily Living (IADL)**

- uses phone
- uses public transportation
- reheats meals
- cooks meals
- does light cleaning
- does heavy cleaning
- does laundry
- goes shopping
- handles finances
- keeps appointments
- maintains heating

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## APPENDIX D

### CARE MANAGEMENT PROGRAM

The Care Management Program of the Area Agency on Aging of Western Michigan is rooted in the belief that stage of life should not be the determining factor in leading a happy, healthy existence at home. This program offers individuals who are at least 60 years of age, unable to take care of their own needs independently or with the help of family and friends, and who are residents of Allegan, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Newaygo, or Osceola county with in-home services to promote dignity and independence into advanced age. Care managers seek to find supportive and financially feasible means of care tailored to meet the needs of each individual.

The Care Management process consists of four steps:

- a. **Information Gathering:** AAAMM staff process requests for information, with initial information obtained during a one-on-one phone conversation with the client and/or referring source (i.e. service provider).
- b. **Assessment:** Following the information session, a nurse and/or social worker from AAAMM will meet with the individual and family members requesting services to evaluate health, emotional and social needs, as well as the person's ability to safely function at home.
- c. **Planning:** Following assessment, the care management team will prepare a recommended plan of care. Based on the unique needs and wishes of the individual, the plan will outline services such as home-delivered meals, personal care, respite care and transportation.
- d. **Management:** The final step involves finding the right health care and social agencies to provide services. Initially, care managers will arrange for the most appropriate, effective delivery of services to ensure that the needs of the individual are being met. Because needs change over time, ongoing monitoring of the plan of care will occur. Based on these evaluations, services may be adjusted to provide the best care.

Communication is crucial throughout the entire process. AAAMM will remain in contact with care management recipients to ensure the quality of their health care services and the protection of their dignity and independence.

Perhaps one of the most beneficial elements of care management is the number of payment resources available to recipients. Services may be compensated for through a number of outlets, including federal, state and local funding private insurance private payment Medicaid or Medicare. Individuals may qualify for services at little-to-no cost. Financial screening will occur during the information gathering stage of the care management process. Together with the care management team, older individuals will explore options to determine which are the most appropriate based on personal needs and resources. Every effort will be made to find the best financial arrangements.

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