

POLICIES AND PROCEDURES MANUAL



The Source for Seniors

Administered by

**AREA AGENCY ON AGING
OF WESTERN MICHIGAN**

2018

Introduction

This Policies and Procedures Manual is designed to assist Area on Aging of Western Michigan, Inc. (AAAWM) Service Partners in understanding the regulations, laws, policies and procedures affecting service provision. 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 Americans 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 policies and procedures manual apply to all KCSM Service Partners and services with exceptions listed in the millage section of the manual. The OAA section should be read first, the millage sections should subsequently be reviewed for changes, additions or deletions. For services provided under the KCSM, Kent County has final authority.

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Older Americans Act

I. General Requirements for all Service Programs

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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.

Adult Day and Respite Services provided under Merit Award (formerly Tobacco Respite) funding 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 the greatest social and/or economic needs with particular attention to low-income minority individuals and those living in their own homes. "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 Partner must be able to specify how they satisfy the service needs of low-income minority individuals in the area they serve. Each Service Partner, to the maximum extent feasible, must provide services to low-income minority individuals in accordance with their need for such services. Each Service Partner must meet the specific objectives established by AAAM 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 receiving and waiting to receive services, based on social, functional and economic needs. (A prioritization tool must be used after approval by AAAM).

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 (ADL) and instrumental activities of daily living (IADL), mental or physical inability to perform specific tasks, acute and/or chronic health conditions, etc. *See Appendix D for a list of ADL's and IADL's.*

For Economic Need: Eligibility for income assistance programs, self-declared income at or below 200% of the poverty threshold, etc. [Note: National Aging Program Information System (NAPIS) reporting requirements remain based on 100% of the poverty threshold].

When a waiting list for services becomes necessary, service levels for current clients should be evaluated in conjunction with the client and their caregiver(s), to determine whether services can be reduced without affecting the client's safety or well-being. Resultant service reductions may enable additional clients to be served. When a waiting list is in effect, clients coming on to the program should receive services at the minimum level that addresses their safety and well-being.

Each Service Partner 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.

Quarterly, Service Partners of the priority services (access, in-home services and legal) must report waiting list information to AAAMW via the required format/form.

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 Partners 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 Partners 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 Partner must develop a standard form, which must, at a minimum, include information necessary for completing the NAPIS report, as well as the date of intake and information needed in case of an emergency such as physician's name, phone, and 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 Program Income

Program income is donations made by service recipients/clients or their family members for service received. All service recipients, clients and/or family should be given the opportunity to contribute towards the cost of their service. Program income is a free will donation.

Program income collected is used to cover service units in the month it is collected. At year end, program income may be used for one time purchases with approval of AAAWM staff.

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

- 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.
- 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 Partner 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 or complete a HIPAA business agreement with AAAM. Written consent must be renewed annually

1.6 Service Quality Review

Each Service Partner 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 Partner 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. Whenever a grievance procedure is started by a client, the appropriate AAAWM Contract Administrator must be notified.

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 Partner agency. The Director shall then notify the client in writing of the Service Partner's appeal procedure and notification that unresolved differences between the Service Partner and client shall 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 Partner and client pertaining to complaints of discrimination or service provision will be forwarded to AAAWM through the following steps:
 - a) Following the Service Partner'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 Partner'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 partner is not possible (may include unsafe work situations for program staff or loss of funding).

2.0 Service Partner Responsibilities

2.1 Service Partner Agreements

The Service Partner 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 Partner 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 Partner's service area, in the planning and implementation of services.
- g. Seek other funding sources and 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 Partner shall permit the Administration on Aging, AAAWM, and Aging & Adult Services Agency (AASA), or any of their authorized agents, access to any books, documents, papers or other records of the Service Partner (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 Partner shall retain all books, records or other documents relevant to the contract for three (3) years after final payment, at Service Partner's cost. Federal auditors and any persons duly authorized by the AAAM 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 Partner 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 Partners, 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 Partner.

2.3 Designated Community Focal Point

Each Service Partner 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.

Community Focal Points are designated by AAAM by identifying communities with the greatest incidents of older persons with the greatest economic or social need, the delivery pattern of services, the location of multi-purpose senior centers and congregate nutrition sites. Identified community focal points must have direct access to existing information and referral and emergency services programs and must have operating schedules that are convenient for older persons in the community.

2.4 Outcomes Measurement

Service Partner 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. If there are standardized outcomes for a service, they must be used.

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 Partner 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, including annual reports, pamphlets, papers, or articles in printed format or per social media (e.g. Facebook and websites) based on activities receiving support under the contract, shall contain acknowledgment of AASA, AAAWM and funding through State appropriations or the Older Americans Act, either through the use of logos or written description.
- e. AAAWM, AASA, 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, AASA 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, Service Partner 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.

2.8 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 AAAWM 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 Partner must maintain and provide proof of insurance that will fully protect both the Service Partner and AAAM from any and all claims under the 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 Partner, any sub-Service Partner, 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 Partner shall indemnify, save and hold harmless AAAM and AASA against any and all expense and liability of any kind which the Service Partner 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 AAAM or AASA or any of its officers or employees. In the event the Service Partner becomes involved in or is threatened with litigation, the Service Partner shall immediately notify AAAM who will in turn notify AASA. AAAM may enter into litigation to protect the interests of AAAM.

- a. Service Partner shall exonerate, indemnify and hold harmless, AAAM 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 Partner and the Service Partner's employees. AAAM 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 Partner, 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 Partner.
- b. Service Partner further agrees to indemnify and hold harmless AAAM and AAAM'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 AAAM on account of any claim therefore. Service Partner agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that the Service Partner shall indemnify and hold AAAM harmless from all claims arising by reason of the work done or by reason of any act or omission of the Service Partner.

Service Partner shall, throughout the period of this contract, provide public

liability and property damage insurance covering all operations of the Service Partner, its agents and employees, including, but not limited to premises and automobiles.

Said policies shall provide thirty (30) calendar days preferably ninety (90) days written notice to AAAMW of any cancellation or material changes.

- c. If the Service Partner is not a government entity, 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 is encouraged to utilize volunteers. 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 service partner. 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 Partner 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 photo 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, person-centeredness, 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 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 partner 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.

2.18 Program Income

Program income is donations made by service recipients/clients or their family

members for service received. All service recipients, clients and/or family should be given the opportunity to contribute towards the cost of their service. Program income is a free will donation.

Program income collected is used to cover service units in the month it is collected. At year end, program income may be used for one time purchases with approval of AAAWM staff.

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

2.19 Cost Sharing

Each Service Partner of Adult Day Services and Respite programs funded with Merit Award (formerly Tobacco Settlement Respite Program) and escheat (state in-home) funds 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 Partners must also ensure that:

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

- h. Clients who refuse to voluntarily contribute to the cost of the service are not denied service based on non-contribution.
- i. Cost sharing payments are recorded on the financial report on the month collected and are deducted from that month's reimbursement rate.
- j. If a client does not agree with the cost sharing payment established, they may seek a review by the Service Partner.

A Service Partner may seek to implement the practice of cost sharing for services without a cost share requirement, by requesting in writing, approval from AAAM. AAAM may grant approval when it determines that the Service Partner has the capacity to effectively manage such a practice and that it will enhance the partner'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 Partner shall notify AAAM in writing of its intent to pursue claim against AAAM for breach of any terms of the contract. No suit may be commenced by the Service Partner 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 Partner, at the request of AAAM, must meet with the Executive Director of the AAAM for the purpose of attempting resolution of the dispute.

2.21 Disclosure of Information

All Service Partners shall submit to AAAM all information requested by AAAM that disclose names of persons with an ownership or control interest in the Service Partner, past business transactions and certain other disclosing entities. Further, the Service Partner shall disclose whether any persons with an ownership or controlling interest in the Service Partner 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 Partner does not comply with these requirements. Service Partner 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 Partner 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, AASA, and/or AAAWM to ensure quality of services.
- b. Adhere to the state and local laws, policies and regulations not herein contained, but required by AAAWM 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
- e. Comply with federal regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that its employees:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph e (2) above; and

4. Have not within a 3-year period preceding this contract had one or more public transaction (federal, state or local) terminated for cause or default.

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 Partners 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 principal 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 Partners shall abide by the "Code of Ethics, Guidelines for Service Partners" as adopted by the AAAWM Board of Directors, September 1983. This Code of Ethics (Appendix F) should serve as a guide for the Service Partner's officers, employees, or agents engaged in activities under this contract.

3.6 Conflict of Interest

No officer, employee, or agency of a Service Partner 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 Partner 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 Policies and Procedures Manual.

4.1 Subcontracts

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

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

- 1) A substantive amendment is defined as any alteration in the contract that substantially affects the character of the contract such that it is essentially different from what was originally approved by the AAAM. Amendments covering substantive changes shall be subject to the same process of approval that governs the original approval of the contract including final action by the AAAM 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 that 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 changes 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 Partner has failed to comply with the terms of a contract, AAAWM may place the Service Partner on probation in whole or in part. Probation will commence upon AAAWM giving the Service Partner 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 Partner to appeal the decision. During the probationary period, the Service Partner will receive reimbursement for allowable expenses incurred as part of the contract. If, during the probationary time frame, the Service Partner does not comply with the corrective actions, suspension or termination may be initiated.

4.4 Contract Suspension

- a. If the Service Partner materially fails to comply with the terms of the contract, AAAMM may, upon written notice to the Service Partner, 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 Partner, the effective date and the right of the Service Partner to appeal the decision. Suspensions shall remain in effect until the Service Partner has taken corrective action satisfactory to AAAMM or given evidence satisfactory to AAAMM that such corrective action will be taken, or until AAAMM 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, AAAMM shall determine the anticipated length of suspension and the extent of operations suspended.
- d. New obligations incurred by the Service Partner during the suspension period will not be allowed unless AAAMM expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Service Partner could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Service Partner 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. AAAMM 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. AAAMM 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 AAAMM reduces the amount of the contract.

4.5 Contract Termination

- a. If, through any cause, the Service Partner shall fail to fulfill its obligation in a timely and proper manner under this contract, or if the Service Partner 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 Partner 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 Partner 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 Partner 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) 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 Partner, 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 Partner shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the contract by the Service Partner. AAAWM may withhold any payments to Service Partner for the purpose of setoff until such time as the exact amount of damages due AAAWM from Service Partner is determined.
- e. If the contract is terminated as provided herein, the Service Partner shall be entitled to receive just and equitable compensation for any satisfactory work completed. Upon termination of this contract, the Service Partner 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 AAAMM 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 AAAMM is subject, or if there is any termination or reduction in the allocation or allotment of funds provided to AAAMM for the purposes of this contract, AAAMM shall have the right to terminate or reduce the amount to be paid to Service Partner under this contract. Such termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to Service Partner, 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 Partner shall complete and submit a final project and financial report to AAAMM by the date established by AAAMM pursuant to the contract.
- h. Partner is held accountable to all record retention rules (OAA IB, 3.3), regardless of contract status, active or terminated.
- i. Partner must cooperate with AAAMM staff and any new Service Partner selected by AAAMM to continue the terminated service. This refers to transfer of client records, service plans and other pertinent information needed to provide a smooth seamless service transfer.

4.6 Service Partner Appeals Procedure

- a. The following decisions of the AAAMM Board of Directors may be appealed:
 - 1) Applicants for funding from the AAAMM may appeal an AAAMM Board of Directors decision to deny a proposal for funding.
 - 2) Service Partners may appeal an AAAMM 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, AAAMM 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 AASA 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 AASA 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 AASA. The arbiter shall determine the distribution of costs between parties.
 - 7) Appeals to AASA will be reviewed and acted on according to the Aging & Adult Services Agency 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 AAWM other than those listed in Section a.

4.7 Administrative Appeals Procedure

- a. Administrative action that requires a Service Partner 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 AAWM will be forwarded through the following process:
 - 1) The Service Partner shall notify the AAWM 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 Partner, at the request of the AAWM Executive Director, must meet with the AAWM 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 Partner must file a written request within ten (10) calendar days to the Chairperson of the AAWM Board of Directors for an administrative hearing. A copy of the request for an appeal shall be sent by the AAWM to the Director of AASA within seven (7) calendar days of receipt.
 - 3) The Chairperson of the AAWM Board of Directors must respond, send to the Service Partner 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 AAWM Board of Directors or his/her designee will preside at the hearing. The Chairperson of the AAWM 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 Partner within ten (10) calendar days of the hearing. The decision shall be sent to the Service Partner with a notice that the decision may be appealed to AASA within ten (10) calendar days of receipt of the written notice of the AAAWM determination.

5.0 AAAWM Responsibilities

5.1 Assessments of Service Partners

- a. AAAWM will conduct one program assessment and one fiscal assessment of Service Partner's performance each fiscal year. A subsequent assessment is not required, but may be conducted for any Service Partner found to be out of compliance with these Policies and Procedures. A second assessment is not required in follow-up to recommendations made by 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 AASA 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. AAAWM will provide each Service Partner 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, AAAWM shall:

- 1) Determine due dates by which Service Partners must be in compliance.
- 2) Approve a corrective action plan, which must be developed and submitted by Service Partner to AAAWM detailing the dates the program must be in compliance.
- 3) Monitor the Service Partner'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 Partner.

- e. The Service Partner 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 Partners who request such assistance. Technical assistance may also be provided by AAAWM when AAAWM determines that the Service Partner 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 Partner may contact the appropriate AAAWM staff. AAAWM will provide the assistance at a time and place mutually convenient to the Service Partner, and will continue to provide the particular assistance until both the Service Partner and AAAWM are satisfied the subject in question has been resolved. In certain circumstances, AAAWM may find it necessary to refer the Service Partner to a third party for specialized assistance. In such cases, the Service Partner 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 Partners to determine appropriate

region-wide subject areas for technical assistance that 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 Partner 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 Partner 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 AASA, then AAAWM will notify the Service Partner once AASA has made a determination regarding the waiver request.

Older Americans Act

I. General Requirements

B. Financial Guidelines

1.0 Funds

2.0 Budget

3.0 Financial Records

4.0 Service Partner Financial Responsibilities

5.0 Reporting Requirements

I. General Requirements

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 Partners 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 Partners 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 Partners 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. AAAWM 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 Partner should contact AAAWM if any questions arise regarding the applicability of this procedure to their project.

2.0 Budget

2.1 Program Income

- a. Program income is donations made by service recipients/clients or their family members for service received. All service recipients/clients and/or family should be given the opportunity to contribute towards the cost of their service. Program income is a free will donation.
- b. Program income is that income which is dependent upon the availability of funds from AASA. Income earned not dependent on the availability of funds from AASA 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.
- c. All program income received must be utilized first to expand the existing service in the month it is collected. State or federal funds are applied to unit service after program income.
- d. The Service Partner 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 Partner are paid for with program income, the Service Partner's financial records and reports submitted to AAAM 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 Partners 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 Partner 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 Partner selection or rejections, and the basis for price.
- d. The Service Partner is responsible for the settlement of all contractual and administrative issues arising from procurement.
- e. The Service Partner must maintain a written standard of conduct, which shall govern the performance of their officers, employees, or agents. Service Partner'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 Partner is responsible for fulfilling its obligations as stated in this Policies 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 Partner 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 Partner is found to be under serving or under spent by ten percent (10%) or more, at the discretion of AAAM, the Service Partner may be required to provide an explanation and a plan to catch up. If the Service Partner is unable to develop a reasonable and sound mechanism for spending the under spent funds, these funds can be captured by AAAM for redistribution to another service partner.
- c. If at the end of the first nine (9) months of a budget year, a Service Partner is found to be under serving or under spending by ten percent (10%) or more; the Service Partner is required to provide an explanation and a plan to catch up. If the Service Partner is unable to develop a reasonable and sound mechanism for spending the under spent funds, these funds can be captured by AAAM for redistribution to another Service Partner.
- d. When funds have been determined eligible for reprogramming or redistribution, AAAM staff shall attempt to verify the rate of under

spending/under serving. After verifying the rate of under spending/under serving, AAAMM can determine that funds should be captured; however, final decision rests with the AAAMM Board of Directors. If funds are to be captured, the following procedure will be followed:

- 1) The Service Partner 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 Partner disagrees with the need for capture, written explanation of that disagreement must be received by AAAMM 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.

Application Type	Application Requirements
1. Current Service Partners 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 Partners desire funds for a new service.	Submission of an abbreviated application provided by AAAMM.
3. New Service Partners	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, AAAMM shall not begin or expand services beyond the level that 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 AAAMM and the Service Partner is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAMM staff will contact Service Partners if inconsistencies show in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Partners should alert AAAMM 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 Partner wishes to spend the money in another manner for the same service.
- c. If the Service Partner 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 Partner 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 Partner.

- 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 Partner. 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 Partner 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 Partner by individuals shall be valued at rates consistent with those ordinarily paid for similar work in the Service Partner's organization. If the Service Partner 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 Partner 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 Partner 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, AAAMM 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 AAAMM (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 AAAMM

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, computers, 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 Partner agrees to record and maintain data about clients, which is required by Title III of the Older Americans Act, the AOA, AASA, or AAAWM. Required data elements will be provided at the beginning of each fiscal year and is subject to change.
- b. The Service Partner 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 Partner 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 Partner 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 Partner 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 Partner 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 Partner Financial Responsibilities

4.1 Closeout

When the contract is concluded or terminated, the Service Partner 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 Partner for allowable reimbursable costs not covered by previous payments. The Service Partner shall immediately refund to AAAWM any payments or funds advanced to the Service Partner in excess of allowable reimbursable expenditures.

4.2 Carry-Over Policy

The Service Partner 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 offset 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 Partners receiving more than \$300,000 total in federal funding (as a legal entity) shall have an annual audit performed on contract operations. Service Partners 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 Partner 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 Partner 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 Partner 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 Partner to meet the terms of the contract.
- e. Nothing in this section is intended to limit the right of AAAWM, AASA, or the federal Government to conduct an audit of contract operations.
- f. The Service Partner 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 Partner shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the contract by the Service Partner, or any disallowed cost and AAAWM shall have the right to demand of the Service Partner, within a period of time specified by AAAWM, the return of any contract funds used for such disallowed costs. The Service Partner 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 Partners 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

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.

SERVICE NAME	Outreach and Assistance
SERVICE NUMBER	2.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	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
UNIT OF SERVICE	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: DHHS/SSA applications, housing coordination, insurance forms, language interpretation, legal documents, 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 Service 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 Administrator.

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 (ADL) and instrumental activities of daily living (IADL)
 - 7) Perceived supportive service needs as expressed by client
 - 8) Individual or their representatives
 - 9) Race/ethnicity
 - 10) Gender
 - 11) Income status
 - 12) Veteran status
 - 13) Date of first client or family contact requesting service or referral date and source
 - 14) List of service(s) currently receiving including identifying if care management, Department of Health and Human Services (DHHS) or other Partner is coordinating services.
- b. Each program must ensure that clients have access to a trained MMAP counselor to evaluate their Medicare Part D prescription coverage.
- c. Each program must identify, determine, and document client needs.

- d. Each program must provide documentation of all contact with and assistance to clients and referrals to other Service Partners in community. It must also demonstrate reduced isolation by annual client surveys and other appropriate means.
- e. Each program is encouraged to utilize volunteers with clients. Volunteers must be appropriately screened, trained and supervised by professional staff of Service Partner 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.
- f. 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.
- g. Each program must complete an initial intake in a timely manner to meet client needs and within 10 days of request for service. Each program must also keep record of requests for service which program is unable to meet.
- h. 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).
- i. 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.
- j. Each program must demonstrate collaborative relationships with the immediate community and other Service Partners. 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 Partners in the community.

SERVICE NAME	Transportation
SERVICE NUMBER	3.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	<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>
UNIT OF SERVICE	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 AASA.
 - c. All drivers and vehicles used for transportation programs supported all or in part by Older Americans 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 annually for all volunteer and staff who transport clients. Documentation of driver checks must be in employee/volunteer files.
 - d. All paid and volunteer 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 and volunteer 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 Health and 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 Services
- 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

SERVICE NAME	Adult Day Services
SERVICE NUMBER	1.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	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.
UNIT OF SERVICE	One hour of care provided per client.

Minimum Standards:

- 1.1 Each program shall establish written eligibility criteria, which will include at minimum, requirements:
 - a. That participants must require continual supervision in order to live in their own homes or the home of a primary caregiver.
 - b. That 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 Participants will be informed that service levels will be restricted to three days or 24 hours maximum per week. Exceptions can be made if no wait list for service exists, with AAAM approval.
- 1.3 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. Disabilities, 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 gender identity (Optional)
- h. An estimate of whether or not the individual has an income at or below the poverty level.
- i. Activities of daily living (ADL) and instrumental activities of daily living (IADL)
- j. Poverty income status

Intake is not required for individuals referred by the care management or HCBS/ED waiver program.

1.4 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) Gender
 - 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 if relevant

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.

- 1.5 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.

- 1.6 Each program shall maintain comprehensive and complete client files which include at a minimum:

- a. Details of client's referral to adult day services 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, if any
- 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.

1.7 Each adult day services 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 partner 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.

1.8 Each adult day services 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.

1.9 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 the program.
- 1.10 Each partner 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 partner is not possible.
- 1.11 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.
- 1.12 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.

- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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; and
 - f. Special equipment as needed to assist persons with disabilities.

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

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

SERVICE NAME	Caregiver Education, Support and Training
SERVICE NUMBER	2.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	<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"> ▪ 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. ▪ Initiatives, which provide support activities for caregivers, i.e., support groups, counselling, information and assistance in connecting with community resources, etc. ▪ 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.
UNIT OF SERVICE	<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.

SERVICE NAME	Counseling Services
SERVICE NUMBER	3.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	<p>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.</p> <p>The program may also establish peer counseling programs which utilize older adults as volunteer counselors.</p>
UNIT OF SERVICE	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, 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;
 - d. Identification of services to be obtained from or provided by other community agencies; and
 - 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 counseling 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; and
 - 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.

SERVICE NAME	Elder Abuse Prevention
SERVICE NUMBER	4.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Activities to develop, strengthen, and carry out programs for the prevention and treatment of elder abuse, neglect, and exploitation.
UNIT OF SERVICE	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, Department of Human Services, 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 Department of Human Services, long term care ombudsman/advocacy programs, and legal assistance programs operating in the service area.

SERVICE NAME	Grandparent Education, Support and Training
SERVICE NUMBER	5.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	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.
UNIT OF SERVICE	One activity session or hour of education, support and/or training service provision, as appropriate.

Minimum Standards:

- 5.1 Each program establishes 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 caregiving 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.

SERVICE NAME	Legal Assistance
SERVICE NUMBER	6.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Provision of legal assistance through cases, projects, community collaborations and other services that provide the most impact whether for an individual client or group of older adults. Such assistance may be provided by an attorney, paralegal or student under the supervision of an attorney. Legal services are a priority service under the Older Americans Act (OAA).
UNIT OF SERVICE	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 course of action and clarifications 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 as available. A referral may also be necessary when the individual's need is outside of program priorities or can be more appropriately addressed by another legal entity.
- d. Representation - If the client's problem requires more than advice and counsel and the case is not referred to another entity, the legal assistance 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 an individual's legal problems. This information is used to assist legal assistance programs in case work, client impact work and program and policy development.
- f. Preparation of Legal Documents - Documents such as contracts, wills, powers of attorney, leases, or other documents may be prepared and executed by legal assistance programs.

- g. Negotiation – Within the rules of professional responsibility, program staff may contact other persons concerned with the client’s legal problem in order to clarify factual or legal contentions and possibly reach an agreement to settle legal claims or obtain services and supports.
- h. Legal Education – Legal assistance program staff may prepare and present programs to inform older adults of their rights, the legal system, and possible courses of legal action.
- i. Community Collaboration and Planning – Legal assistance programs should participate in activities that impact elder rights advocacy efforts for older adults such as policy development, program development, planning and integration activities, targeting and prioritizing activities, and community collaborative efforts.

6.2 Partner Qualifications

Service Partner must have the capacity to perform the full range of allowable service components that is best able to serve the legal needs of the community given the resources available. Partner can be a Legal Services Corporation (LSC), non-LSC non-profit legal program, private attorney, law school clinic, legal hotline or other low-cost legal services delivery system.

6.3 Minimum Standards:

- a. Each legal assistance program must have an established system for targeting and serving older adults in greatest social and economic need within the OAA defined program target areas of income, health care, long term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and discrimination. Each program shall complete and re-evaluate annually a program priority report and plan for targeting services to the most socially and economically vulnerable. This report shall be provided to AAAWM and the Michigan Aging & Adult Services Agency (AASA).
- b. Each legal assistance program shall work to develop outcome measures to reflect the impact of legal services intervention on individual clients and older adults in the greatest social and economic need in the service area. These outcomes shall be used for program development.
- c. Services may be provided by an attorney licensed to practice law in the State of Michigan or a paralegal or student under the supervision and guidance of an attorney licensed to practice law in the State of Michigan.
- d. Legal assistance programs may engage in and support client impact work, including but not limited to class action suits where a large group of older adults are affected by a legal inequity. For client impact work, programs are encouraged to utilize technical assistance resources such as the

Michigan Poverty Law Program (MPLP).

- e. Each legal assistance program shall demonstrate coordination with local long term care advocacy programs, aging services programs, Aging and Disability Resource Centers (ADRCs), elder abuse prevention programs and service planning efforts operating within the project area.
- f. 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, AASA, MPLP and other programs offering technical assistance to legal providers.
- g. Each legal assistance program shall provide assurance that it operates in compliance with the OAA, as set forth in 45 CFR Section 1321.71.
- h. As part of an integrated legal services delivery system, each legal assistance program that is not part of a Legal Services Corporation (LSC) shall have a system to coordinate its services with the existing LSC 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. Each program shall also coordinate with the Legal Hotline for Michigan Seniors (LHMS) and the Counsel and Advocacy Law Line (CALL). Where feasible each program should also coordinate with other low cost legal service delivery mechanisms, the private bar, law schools, and community programs in the service area to develop the targeting and program priority plan.
- i. Each program shall 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 OAA.
- j. A legal assistance partner may not be required to reveal any information that is protected by attorney/client privilege. Each program shall make available non-privileged, non-confidential, and unprotected information which will enable AAAWM to perform monitoring of the partner's performance, under contract, with regard to these operating standards.
- k. Each legal assistance program should participate in state-wide and local legal service planning groups including MPLP's Elder Law Task Force. Each legal assistance program is expected to participate in at least two (2) Task Force meetings per year. Participation by conference call/webinar is acceptable.
- l. Each legal assistance program should participate in elder law training and technical assistance activities.
- m. Each legal assistance program shall report program data through the Legal Services Information System (LSI) application of AASA's Aging Information System (AIS). Legal assistance programs will submit/post data

in the LSI quarterly. Data shall be submitted no later than 30 days after the end of the quarter. AAAM will utilize the LSI to retrieve needed legal services program data along with the any required client demographic data required of all Service Partners.

SERVICE NAME	Long Term Care Ombudsman/Advocacy
SERVICE NUMBER	7.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	<p>Provision of assistance and advocacy services 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 appropriate 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 cultural change, is also part of the service. Each program must provide the following elements:</p> <ol style="list-style-type: none"> a. Consultation/Family Support - Provision of assistance to older adults and their families in understanding, identifying, locating, evaluating, and/or obtaining long-term care services. 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. c. Non-Compliant Related Facility Visits – Quarterly visits to each long term care facility in the project area. More frequent visits may occur where problems exist. d. Community Education - Provision of information to the public including long term care facility residents, regarding all aspects of the long-term care system, elder abuse, neglect and exploitation. This component includes formal presentations, licensed facility and agency consultation, activities with the print and electronic media, development of consumer information materials.

	e. Volunteer Support - Conduct of recruitment, training, supervision, and ongoing support activities related to volunteer advocates assigned to assist residents of identified long-term care facilities.
UNIT OF SERVICE	Each hour of family support, complaint investigation/advocacy, community education, or volunteer support activities, including travel time to and from long term care facilities

Minimum Standards:

- 7.1 Each program shall be capable of providing assistance to residents of each long-term care facility in the service target area.
- 7.2 Each entity desiring to operate a local Ombudsman shall be designated by the State Long Term Care Ombudsman (SLTCO) to provide services in the State of Michigan. Individuals employed by local Ombudsman partners must be certified as local Ombudsman by the SLTCO.
- 7.3 Each designated local Ombudsman program will adhere to program directions, instructions, guidelines, and Ombudsmanager reporting requirements issued by the SLTCO 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 educational events, or attendance as a presenter, as necessary;
 - f. Implementation and operation of the Ombudsman volunteer program.
- 7.4 Each program must maintain the confidentiality of client identity and client records in accordance with policies issued SLTCO.
- 7.5 Each program shall establish linkage with Legal Assistance and Medicare/Medicaid Assistance Programs (MMAP) operating in the project service

area and be able to assist clients in gaining access to available services, as necessary.

- 7.6 Each program shall maintain working relationships with AASA-funded Care Management and Michigan Department of Community Health HCBS/ED Waiver projects operating in the project service area.
- 7.7 Each program shall work to prevent elder abuse, neglect, and exploitation by conducting professional/paraprofessional training, community outreach, public education, case consultation, and/or interdisciplinary teams shall be implemented through a coordinated, interagency approach.
- 7.8 Each program shall participate in coordinated, collaborative approaches to prevent elder abuse, neglect and exploitation which shall include the participation of, at a minimum, adult protective services staff of local Department of Human Services, long term care ombudsman/advocacy programs, and legal assistance programs operating in the project service area.
- 7.9 Each program shall develop and maintain, for the purposes of coordination, relationships with state and local law enforcement agencies and courts of competent jurisdiction.
- 7.10 Each program shall develop and maintain an effective working relationship with the local nursing home closure team for their area as designated by the State of Michigan, Bureau of Health Systems.
- 7.11 Each program shall be able to demonstrate working relationships with local offices of the Department of Human Services and local county public health agencies.
- 7.12 Program staff must be familiar with the complaint resolution processes of the Michigan Department of Community Health's Bureau of Health Systems; Department of Human Services; Bureau of Child and Adult Licensing; MPRO; and the Michigan Office of the Attorney General's Health Care Fraud Unit.
- 7.13 Program staff shall receive training in the following areas: 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; cultural change, management of volunteer programs, and other areas as designated by the SLTCO.
- 7.14 Each program shall operate in compliance with Long Term Care Ombudsman program instructions, issued by the SLTCO, as required by federal and state authorizing legislation.

- 7.15 Each program shall maintain a financial management system that fully and accurately accounts for the use of, all funds received from AASA and AAAWM.
- 7.16 Each program shall comply with Long Term Care Ombudsman/Advocacy Operating Standards and SLTCO program policy standards.

SERVICE NAME	Senior Center Staffing
SERVICE NUMBER	8.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	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. Programming must be offered that is intended to attract and retain the broad spectrum of older adults from baby boomers to centenarians.
UNIT OF SERVICE	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 (reasonable expenses for each position and to be used only in support of that position.)
- 8.6 Two evidence based health promotion programs must to be provided to clients within each fiscal year.

SERVICE NAME	Disease Prevention/Health Promotion
SERVICE NUMBER	9.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	<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 must be evidence based for adults and approved by AAAWM:</p> <p>*Definition of evidence-based programming is, the program has undergone experimental or quasi-experimental design AND,</p> <ul style="list-style-type: none"> ▪ Has full translation at community sites ▪ Has products that have been disseminated and are readily available for use.
UNIT OF SERVICE	One activity session or hour of related service provision, as appropriate.

Minimum Standards

- 9.1 Each program shall utilize staff that has 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 departments; cooperative extension agents; local aging Service Partners; local health practitioners; local hospitals; and local MMAP partners.
- 9.4 Disease prevention and health promotion services should be provided at locations and in facilities convenient to older participants.

Older Americans Act

II. Specific Service Requirements

C. In-Home Services

1.0 General Requirements

2.0 Homemaker

3.0 Respite Care

C. In-Home Services

1.0 General Requirements

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 AAAM 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 Partners may accept assessments, and reassessments, from care management programs, home and community based Medicaid programs, other aging network home care programs, and Medicare certified home health partners. 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 presented 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 the next 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 (Care Recipient and Caregiver)	6 months

When assessments 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 was 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 partners.

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 AASA; records must contain a listing of all contacts (dates) paid for with funds from AASA, 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 updated annually.
- 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.

SERVICE NAME	Homemaker
SERVICE NUMBER	2.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	<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"> • laundry • ironing • meal preparation • shopping for necessities (including groceries) and errand running • escort client to shop for necessities (including groceries) and errand running • light housekeeping tasks (dusting, vacuuming, mopping floors, cleaning bathroom and kitchen, maintaining safe environment). • observing, reporting, and recording any change in client's condition and home environment <p>(Note: Social/emotional support of client may be offered in conjunction with other allowable tasks.)</p>
UNIT OF SERVICE	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, and nutrition and meal preparation.
- d. If transporting clients for grocery shopping or other errands, the following guidelines must be followed:

1. All drivers and vehicles used for transportation programs supported all or in part by Older Americans 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 annually for all volunteers and staff who transport clients. Documentation of driver checks must be in employee/volunteer files.
2. 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.
3. 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.
4. Each program must operate in compliance with the state of MI P.A. 1 of 1985 regarding seat belt usage.
5. 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.

SERVICE NAME	Respite Care
SERVICE NUMBER	3.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	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 Merit Award funds. Title III E funding can be used for care recipients 18-59 if the caregiver is over 60 years of age. Respite care may be provided at locations other than the client's residence.
UNIT OF SERVICE	Each hour of respite care provided per client.

Minimum Standards:

- 3.1 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.
- 3.2 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, 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.
 - d. Escort client to shop for necessities (including groceries) and errand running.

1. All drivers and vehicles used for transportation programs supported all or in part by Older Americans 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 annually for all volunteers and staff who transport clients. Documentation of driver checks must be in employee/volunteer files.

2. All paid and volunteer 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.
3. 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.
4. Each program must operate in compliance with the state of MI P.A. 1 of 1985 regarding seat belt usage.
5. 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.

3.3 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, though are not limited to, cultural sensitivity, cognitive impairment, mental illness, and physical limitation.

3.4 An emergency notification plan shall be developed for each client, in conjunction with the client's primary caregiver.

3.5 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.
- 3.6 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

D. Nutrition Services

- 1.0 General Requirements for Nutrition Programs for the Elderly
- 1.1 Meals may be presented hot, cold, frozen or shelf-stable and shall conform to the Michigan Aging & Adult Services Agency (AASA) Meal Planning Guidelines.
- 1.2 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 or electronic, standardized recipes.
 - b. Cycle menus are encouraged for costs containment and/or convenience, but are not required. Programs are encouraged to consult with the regional dietitian during the menu development process.
 - c. Provision for review and approval of all menus by the regional dietitian who must be a registered dietitian, an individual who is dietitian-registration eligible or a Registered Dietetic Tech.
 - d. Posting of menu to be served in a conspicuous place at each meal site and at each place food is prepared. The program must be able to provide information on the nutrition content of menus upon request.
 - e. Modified diet menus may be provided, where feasible and appropriate, which take into consideration client choice, health, religious and ethnic diet preferences.
 - f. A record of the menu actually served each day shall be maintained for each fiscal year's operation.
 - g. Nutrition partners are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
- 1.3 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 program, which operates a kitchen for food production, 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. A trained and certified staff member is preferred, but not required, at satellite serving and packing sites. Please refer to your local Health Department for local regulations on this requirement.

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.

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 homebound participant, is the responsibility of that participant.

Purchased Foodstuffs – The program must purchase foodstuff from commercial sources which comply with the Michigan Food Code. Unacceptable purchased items include: home canned or preserved foods; foods cooked or prepared in an individual’s home kitchen (this includes those covered under the Cottage Food Law); meat or wild game not processed by a licensed facility; fresh or frozen fish donated by sport fishers; raw seafood or eggs; and any un-pasteurized products (i.e., dairy, juices and honey).

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

Acceptable contributed foodstuff include; fresh fruits and vegetables; and wild game from a licensed processor. A list of licensed processors can be found on the Michigan Department of Agriculture and Rural Development website.

- 1.4 Each program shall use standardized portion control procedures to ensure that each meal served is uniform. Standard portions may be altered at the request of a participant for less than the standard serving of an item or if a participant refused an item. Less than standard portions shall not be served in order to “stretch” available food to serve additional persons.
- 1.5 Each program shall implement procedures designed to minimize waste of food (leftovers/uneaten meals).
- 1.6 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 method and conform to generally accepted accounting principles. The system shall be able to provide daily food costs, inventory control records, and monthly compilation of daily food costs.

For program 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 foodstuff 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 items with a useful life of more than one year and an acquisition cost of greater than \$5,000.
- d. Supplies – All expenditures for items with a useful life of less than one year with 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 partner operates more than one meal/feeding program (congregate, home-delivered meal, 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.

- 1.7 Each program shall provide or arrange for monthly nutrition education sessions at each meal site and to home delivered meal participants. Topics shall include, but are not limited to, food, nutrition, wellness issues, consumerism and health. Nutrition education materials must come from reputable sources. Questions pertaining to appropriateness of materials and presenters are to be directed to the regional dietician. Program materials distributed must take into consideration the level of literacy, living alone status, caregiver support and translation of materials as appropriate for older adults with limited proficiency.
- 1.8 AAAMM may adjust the number of nutrition grantees to meet the needs of the region.
- 1.9 Each meal program is encouraged to use volunteers, as feasible, in program operations.

- 1.10 Each program shall develop and utilize a system for documenting meals served for purposes of the National Aging Program Information System (NAPIS). Meals eligible to be included in NAPIS meal counts reported to the respective AAA, are those served to eligible individuals (as described under respective program eligibility criteria) and which meet the specified meal 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.

- 1.11 Each program shall use a uniform intake process and maintain a 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 for starting the program, but does need to be completed within one week of receiving service.

- 1.12 Nutrition Services Incentive Program (NSIP) – AAAs and their nutrition program service partners are eligible to participate in the NSIP. The purpose of the NSIP is to provide incentives to encourage and reward effective performance in the efficient delivery of nutritious meals to older individuals. The NSIP provides an allotment of cash to the state for their nutrition programs based on the number of Title IIIC meals served by the state that year, as reported in NAPIS.

The State of Michigan has elected to receive cash in lieu of commodities. NSIP cash is allocated to AAAWMs based on the number of NSIP-eligible meals served in the previous year in proportion to the total number of NSIP-eligible meals served by all AAAWMs as reported through NAPIS. NSIP cash may only be used for meals served to individuals through the congregate meal program or home delivered meals program. The program must make a reasonable attempt to purchase foods of U.S. origin with NSIP funding. Meals counted for purposes of NSIP reporting are those served that meet the Title IIIC requirements and:

- a. Are served at a congregate or home delivered meal setting; or,

- b. Are served at an adult day care that is contracted to be a congregate meal site.

Meals that do not count toward NSIP funding include:

- a. Medicaid adult day care meals.
- b. Adult day care meals for which Child and Adult Care Food Program (7 CFR Part 226) funds have been claimed.
- c. Meals funded by Title III E served to caregivers under age 60.
- d. Meals served to individuals under age 60 who pay the full price for the meal.

NSIP-only (non-AAAWMfunded) sites must have the following:

- a. A signed contract or memorandum of agreement in place detailing the nutrition requirements for the meal;
- b. The mechanism for distributing NSIP only funds; e.g. per meal rate, percentage of total.
- c. Written plan for assessment of site based on Title III C requirements.

- 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 AAWM. Volunteers under the age of 60 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 partner and used for the purposes and under the conditions of the contract. Use of program income is approved by AAWM 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 acknowledgment 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 provide information and referral to assist the individual with obtaining benefits. When requested, programs shall assist participants in utilizing Supplemental Nutrition Assistance Program (SNAP, formerly known as “food stamps”) benefits as participant donations to the program.
- 1.18 Programs shall not use funds from AASA to purchase vitamins or other dietary supplements
- 1.19 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 at least once per year.
- 1.20 Complaints from participants should be first dealt with at the partner level. Each nutrition partner shall have a written procedure for handling complaints. AAAWM staff is to be notified if a participant appeals, in writing, a complaint resolution.
- 1.21 Nutrition partners shall work with the respective Area Agency on Aging to develop a written emergency plan. The emergency plan shall include, but not be limited to:
1. Uninterrupted delivery of meals to home delivered meals participants, including, but not limited to use of family and friends, volunteers and informal support systems.
 2. Maintenance of shelf-stable meals and instructions on how to use for home delivered participants. Every effort should be made to assure that

shelf-stable, emergency meals will not be required to adhere to the guidelines.

3. Back-up plan for food preparation if usual kitchen facility is unavailable.
 4. Agreements in place with volunteer agencies, individual volunteers, hospitals, long-term care facilities, other nutrition partners, or other agencies/groups that could be on standby to assist with food acquisition, meal preparation and delivery.
 5. Communications system to alert congregate and home delivered meals clients of changes in meal/site delivery.
 6. The plan shall cover all the sites and home-delivered meals participants for each nutrition partner, including sub-contractors of AAAWM.
 7. The plan shall be reviewed and approved by AAAWM and then be submitted to AASA for review.
- 1.22 Partners requesting transfers of funds between congregate and home delivered funding, due to underspending, must do so in writing by June 1st of each fiscal year. AAAWM staff will determine if the request will be granted.
- 1.23 As a part of yearly evaluation that must be completed on each employee, congregate sites should receive a yearly site evaluation inspection and home delivered meal drivers should receive a ridealong. These should be completed by a supervisor.

AASA MEAL PLANNING GUIDELINES

1. Menus should be created to ensure that each meal shall provide, at a minimum, 1/3 of the daily recommended dietary intake (DRI) allowances established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.
2. Increased 'scratch' cooking with less use of processed and ready-to-serve foods whenever possible.
3. Increased use of fresh or frozen fruits and vegetables, especially those high in potassium.
4. Using 'offered vs. served' service.
5. Vegetarian meals can be served as part of the menu cycle or as an optional menu choice based on participant choice, cultural and/or religious needs and should follow the Michigan Aging & Adult Services Agency (AASA) Meal Planning Guidelines to include a variety of flavors, textures, seasonings, colors and food groups at the same meal.

Plant sources include legumes (such as cooked dried beans) and protein sources from whole grains such as brown rice, whole wheat bread and pasta. Vegetarian meals are a good opportunity to provide variety to menus, feature Michigan produce and highlight the many ethnic, cultural or religious food traditions that use vegetables and grains in greater amounts at the center of the plate and in different combinations with fruits, vegetables, grains, herbs and spices for added flavor, calories and key nutrients.

6. Breakfast meals may include any combination of foods that meet the AASA Meal Planning Guidelines.
7. Each meal should have the following food groups:

Bread or bread alternate	Dairy
Vegetables	Meat or meat alternatives
Fruit	
8. Please refer to www.choosemyplate.gov for serving sizes of each meal component.

a. Bread or bread alternate:

May include, but not limited to:

Muffin	Cornbread	Biscuit
Waffle	French toast	English muffin
Tortilla	Pancakes	Bagel
Crackers	Granola	Graham cracker squares
Dressing	Stuffing	Pasta
Sandwich bun	Cooked cereal	Bread, all types

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

b. Vegetables

Along with traditional vegetables, this category may include, but is not limited to:

Dried beans	100% vegetable juice
Peas	Raw, leafy vegetables
Lentils	(Fresh, frozen or freeze-dried juice or
Other beans	canned vegetables are acceptable)

c. Fruits

Along with traditional fruits, this category may include, but is not limited to:

Chopped, cooked or canned fruit
100% juice
Fresh, frozen, freeze-dried, juice or canned fruits are acceptable.

d. Milk or milk alternatives

Along with traditional milk products, this category may include, but is not limited to:

Buttermilk	Yogurt
Low-fat chocolate milk	Cottage Cheese
Lactose-free milk (fortified with vitamins A and D)	Tofu (processed with calcium salt)
Calcium fortified soy, rice or almond milk	Natural or processed cheese
Powdered dry milk	
Evaporated milk	

e. Meat or meat alternatives – Meat serving weight is the edible portion, not including skin, bone or coating.

Along with traditional meat products, this category may include, but is not limited to:

Eggs	Nuts
Cheese	Cottage cheese
Dried beans or lentils	Tofu
Nut butter	Tempeh

A meat or meat alternative 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, nut butter or nuts, and tofu for consecutive meals or on consecutive days.

Imitation cheese is not made from milk, or milk products, but from vegetable oil and may **not** be served as a meat alternative.

In order to limit the sodium content of the meals, programs should consider serving cured and processed meats (e.g., ham, smoked or polish sausage, corned beef, 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 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, trans-fats and cholesterol.

g. Desserts

Serving of dessert is encouraged, though it is optional. Suggested, (but not limited to) desserts are: fruit, fruit crisps with whole grain toppings, pudding with double milk, gelatin with fruit, low-fat frozen yogurt, Italian ices. Use of baked, commercial desserts should be limited to once per week.

h. Beverages

Fluid intake should be encouraged, as dehydration is a common problem in older adults. It is a good practice to have drinking water available.

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

Minimum Standards

- 2.1 Each program shall have a policy/procedure that covers integrating person centered planning into the home-delivered meals program. This may include, but is not limited to:
- a. Allowing HDM clients to attend congregate meal sites when they have transportation and/or help to the site; and,
 - b. Providing diet modifications, as requested by the client, when nutrition partner is able to do so while following Older Americans Act guidelines.
- 2.2 Each program shall have written eligibility criteria which places emphasis on serving older persons in greatest need and includes, at a minimum:
- a. A person must be 60 years of age or older, or be the spouse, partner, or unpaid caregiver of a person 60 years of age or older, or an individual living with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
 - b. A person must be homebound; i.e., normally is unable to leave the home unassisted, and for whom leaving home takes considerable and taxing effort. A person may leave home for medical treatment or short infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.
 - c. A person must be unable to participate in the congregate nutrition program because of physical or emotional difficulties.
 - d. A person may also be eligible if they are unable to obtain food or prepare meals for themselves because of:
 - A disabling condition such as limited physical mobility, cognitive or psychological impairment, sight impairment, or

- Lack of knowledge or skill to select and prepare nourishing and well-balanced meals, or
 - Lack of means to obtain or prepare nourishing meals, or
 - Lack of incentive to prepare and eat a meal alone, or
 - Lack of an informal support system: has no family, friends, neighbors or others who are both willing and able to perform the service(s) needed, or the informal support system needs to be supplemented.
- e. That the person's special dietary needs can be appropriately met by the program, as defined by the most current version of the US Department of Agriculture "Dietary Guidelines for Healthy Americans."
- f. That to be eligible a person must be able to feed himself/herself.
- g. That to be eligible a person must agree to be home when meals are delivered and to contact the program when absence is unavoidable.
- h. That the spouse or partner, 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 partner'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 supportive 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.

- 2.3 Each program shall conduct an assessment of need for each participant within 14 days of initiating service. At a minimum, each participant shall receive two assessments per year, a yearly assessment and a six-month re-assessment. The initial assessment and yearly assessment must be conducted in-person. The six-month re-assessment may be either in-person or a telephone assessment.

A telephone re-assessment may be used if the participant meets the following criteria:

- a. is able to complete a telephone assessment by themselves, or with the assistance of a family member, caregiver or friend.
- b. has no significant HDM delivery issues.

- c. the HDM driver, delivery person, and family and/or caregivers have no significant concerns for the participant's well-being.
- d. has a good support system, can be friends or family.
- e. Is not at high nutritional risk, i.e. – will not go hungry if meal is unable to be delivered.
- f. has a home phone or cell phone plan with enough minutes, not a pay by the minute cell phone plan.
- g. staff must document on assessment form whether it was completed over the phone or in person.

The nutrition partner may deem a participant not eligible for the telephone re-assessment at any time during their participation in the program. In-person assessments will then replace the telephone re-assessment.

The program should avoid duplicating assessments of individual participants to the extent possible. HDM programs may accept assessments and re-assessments of the participant conducted by case coordination and support programs, care management programs, other in-home service partners, home and community based Medicaid programs, other aging network home-care programs, and Medicare certified home care providers. Participants with multiple needs should be referred to case management programs as may be appropriate.

If the HDM program is the only program the participant will be currently enrolled in, the assessment and re-assessments must, at a minimum, include:

- a. Basic information
 - 1. Individual's name, address and phone number
 - 2. Source of referral
 - 3. Name and phone number of emergency contact
 - 4. Name and phone numbers of caregivers
 - 5. Gender
 - 6. Age, date of birth
 - 7. Living arrangements
 - 8. Whether or not the individual's income is below the poverty level and/or sources of income (particularly Supplemental Security Income).

- b. Functional Status
 - 1. Vision
 - 2. Hearing
 - 3. Speech
 - 4. Changes in oral health
 - 5. Prostheses
 - 6. Current chronic illnesses or recent (within past 6 months) hospitalizations

 - c. Support Resources
 - 1. Services currently receiving
 - 2. Extent of family and/or informal support network

 - d. Participant satisfaction (re-assessment only)
 - 1. Participant's satisfaction with services received
 - 2. Participant's satisfaction with program staff performance
- 2.4 Each home delivered meal program shall demonstrate cooperation with other meal programs and partners and other community resources.
- 2.5 Each program may provide up to three meals per day to an eligible client based on need as determined by the assessment. Partners 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 participant's status or condition. This process must include person-centered planning, which may include allowing the client to attend congregate meals when they have transportation and/or assistance to attend. It may also include meal choices such as vegetarian, as long as they meet the Michigan Aging & Adult Services Agency (AASA) Meal Planning Guidelines.
- 2.6 Each home delivered meal partner shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes 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.
- 2.7 Nutrition partners 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.
- 2.8 The program shall verify and maintain records that indicate each client can provide safe conditions for the storage, thawing, and reheating of frozen foods. Frozen foods should be kept frozen until such time as it is to be thawed for use. Frozen food storage should be maintained at 0 degrees Fahrenheit. Each nutrition partner shall develop a system by which to verify and maintain these records.
- 2.9 Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (e.g., 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.
- 2.10 Each program must complete a prioritizing pre-screen for each individual placed on a waiting list for home delivered meals.
- 2.11 Each program must be able to document their criteria for prioritizing individuals being placed on a waiting list.

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

Minimum Standards:

- 3.1 Each program shall have written eligibility criteria that places emphasis on serving older individuals in greatest need and includes, at a minimum:
 - a. That the eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older.
 - b. That individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided, may receive such services.
 - c. That non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants.
 - d. Whether, at the partner's discretion, a non-senior volunteer who directly supports meal site and/or food service operations 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 National Aging Programs Information System (NAPIS) meal counts.
- 3.2 At the partner'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 Each congregate nutrition partner 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.

- 3.4 Each congregate meal site shall be able to document:
- a. That it is operated within an accessible facility. Accessibility is defined as a participant living 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 a participant not living with a disability. 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 AAAWM.
 - 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 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 AAAWM.
 - 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 partner 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 AAAWM within ten days of receipt. It is the responsibility of the program to address noted violations promptly.
- 3.5 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.
- 3.6 Each site shall serve meals at least three days per week with a minimum annual average of 10 eligible participants per serving day. If the service partner also operates a home delivered meals program, home delivered meals sent from a site may be counted towards the 10 meals per day service level. Waivers to this requirement may be granted by the respective AAAWM 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 10 participants per day are in great economic or social need. Such meal sites must operate at least three days per week.

- 3.7 Congregate meal sites currently in operation by the program may continue to operate unless the AAAWM 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 comprising a significant concentration of the over-60 population. The Michigan Aging & Adult Services Agency (AASA) must approve, in writing, the opening of any new and/or relocated meal site prior to the provision of any meals at that site.

- 3.8 When a meal site is to be permanently closed, the following procedures shall be followed:
 - a. The program shall notify the AAAWM in writing of the intent to close a meal site.
 - b. The program shall present a rationale for closing the meal site which based on lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources, or other justifiable reason.
 - c. AAAWM 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. AAAWM shall approve in writing the closing of all meal sites operating with funds awarded from AASA and notify AASA 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 12 months, AASA must also approve in writing the closing of the meal site.
 - e. The program shall notify participants at a meal site to be closed of the intent to close the site at least 30 days prior to the last day of meal service.

- 3.9 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.
- 3.10 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. Responsibility for approval of outside programs, activities and speakers.
 - i. Other issues as desired or required.
- 3.11 A program may enter into an agreement with an organization operating a congregate meal site in order for that organization to receive Nutrition Services Incentive Program (NSIP) funding for meals served to persons aged 60 and over, upon approval of AAAM. Any meal site receiving NSIP-only funding must operate in compliance with all federal requirements and state operating standards 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 AASA's standardized "Agreement for Receipt of Supplemental NSIP Cash Payment" or one that contains the same components.
- 3.12 Each program shall display, at a prominent location in each meal site, the AASA 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 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 AASA poster. Additional information pertaining to the program shall not be displayed so as to avoid any misunderstanding or confusion with information presented on the poster.

- 3.13 Each program shall make available, upon request food containers and utensils for participants who are living with disabilities.
- 3.14 Congregate meal programs receiving funds through AASA may not contribute towards, provide staff time, or otherwise support potluck dining activities.
- 3.15 Each program shall have a project council, composed of program participants, to advise program administrators about services being provided. Program staff shall not be members of the project council.
- 3.16 Temporary Meal Site Closings. If a meal site must be closed, or moved temporarily, the nutrition partner must notify the AAAMW and in turn, then AAAMW staff must notify the AASA field representative via facsimile or email, including information on why the closing occurred, how long it will last, how participants will be notified.
- 3.17 Food taken out of Meal Site (leftovers). Nutrition partners may allow leftovers (food served to participants and not eaten) to be taken out of the site if the following conditions are met:
 - a. A sign shall be posted near the congregate meal sign informing the meal participants that all food removed from the site becomes the responsibility of the individual.
 - b. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up.
 - c. All participants receive written material annually about food safety and preventing food-borne illness annually
 - d. The individual is required to sign a waiver statement that should be added to the National Aging Program Information System form that states the individual understands that they are responsible for food taken out of the site.
 - e. Containers are not provided for the leftovers.
- 3.18 If a regular congregate meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven days. If needed for more than seven days, the participant should be

evaluated for home delivered meals. If the person taking out the meal is also a regular congregate participant, they may also take their meal out.

3.19 Off-Site Meals. Off-site meals that are part of an organized older adult activity are allowed if the following conditions are met:

- a. The activity must be sponsored by an aging network agency/group. (For example, Council/Commission on Aging, senior center, etc.).
- b. The sponsoring agency has worked with the nutrition partner to meet the standards.
- c. The activity, including the meal, must be open to all eligible participants.
- d. The take away meal must meet all the requirements of food safety, and be foods that are low risk for food borne illness.
- e. Local health department rules and regulations, if any, supersede this standard and must be followed.
- f. The meal site must provide written notification to the AAAWM nutrition program staff person prior to the event.
- g. AAAWM nutrition program staff person must inform their AASA field representative of the date, time, and sponsoring agency of the activity prior to the event.

3.20 Second Meal Option. Nutrition partners may elect to offer second meals at specified dining sites. A second meal is defined as a shelf-stable meal, a frozen meal, or a meal that is low-risk for food borne illness, but not the same hot meal served at the site that day. A congregate meal participant may qualify for a second meal if:

- a. The participant ate a hot meal at the site that day.
- b. The participant has requested a second meal following the nutrition partner's process; (i.e. phone request).
- c. The second meal must be clearly documented on a sign-in sheet for verification purposes.

The second meal must meet the AASA nutrition standards. Donations may be accepted for second meals. The second meal is given to the participant when they leave the congregate site. It must be stored properly until the participant is ready to leave for the day. The second meal is to be counted as a congregate meal in all record keeping. The second meal option does not apply to NSIP-only sites.

3.21 Participant Choice. Person-Centered Planning involves participant choice. Participants in this program are allowed to participate in both home delivered

and congregate programs at the same time. Proper documentation must be kept as to the home-delivered meal schedule and the congregate schedule. An agreement between the AAAMM and the nutrition partner regarding participants who may be in both programs is encouraged.

3.22 Voucher Meals. Nutrition partners may develop a program using vouchers for meals to be eaten at a restaurant, café, or other food service establishment. The program must meet the following standards:

- a. The restaurant, café, or other food service establishment must be licensed, and follow the Michigan Food Code, and is inspected regularly by the local health jurisdiction.
- b. The restaurant, café, or other food service establishment agrees to provide at least one meal that meets Association on Aging and AASA nutrition standards for meals.
- c. The restaurant, café or other food establishment must be barrier-free and Americans with Disabilities (ADA) compliant.
- d. The nutrition partner and restaurant, café or other food establishment must have a written agreement that includes: 1) how food choices will be determined; 2) how food choices will be advertised/offered to voucher holder; 3) how billing will be handled (will a tip be included in the unit price, i.e. if the meal reimbursement is \$6.25, will \$.25 be used toward the tip?); 4) how reporting takes place (frequency and what is reported); 5) evaluation procedures; and 6) a statement that voucher holders may take leftovers home, and that they may purchase additional beverages and food with their own money.
- e. A copy of the written agreement shall be given to the AAAMM nutrition program administrator.
- f. A written plan must be developed and kept on file that includes consideration of the following items:
 - 1) the location of the restaurant, café, or other food service establishment in regard to congregate meal site locations;
 - 2) establishment of criteria for program participation – how restaurant, café, or other food service establishment are selected to participate and how new establishments can apply to participate;
 - 3) how older adults qualify for and obtain their vouchers i.e. senior centers, nutrition partner office, nutrition program representative meets with older adults and the restaurant, café, or other food service establishment to issue vouchers and collect donations; and,

4) how frequently menu choices will be reviewed and revised by the AAAWM dietitian or equivalent.

g. Nutrition partners must allow older adults to use congregate meal sites and voucher programs interchangeably. If a nutrition partner chooses to do so, the plan described in item f. above must detail how this will be done.

3.23 Adult Foster Care/other Residential Care. Adult Foster Care (AFC) or other residential partners that bring their residents to congregate meal sites shall be requested to pay the suggested donation amount for meals provided to residents and staff 60 years of age or older. For those AFC residents and staff under the age of 60, the guest charge must be paid as posted at each meal site. The congregate meal partner may request the AFC program to provide staff to assist the residents they bring with meals and other activities attended.

3.24 Complimentary Programs/Demonstration Projects. AAAWMs and nutrition partners are encouraged to work together to provide programming at the congregate meal sites that includes activities and meals. AAAWMs and nutrition partners may conduct a demonstration project to assess the feasibility of alternate delivery systems for congregate meals, such as but not limited to, providing a sack meal for persons that participate in an activity at the site that is not immediately before or after a scheduled meal time. Demonstration projects must be approved by AASA prior to implementation.

SERVICE NAME	Nutrition Education
SERVICE NUMBER	4.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	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.
UNIT OF SERVICE	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.

Kent County Senior Millage Services

I. General Requirements for All Service Programs

A. Required Program Components

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

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 or older are eligible to receive services.

Income levels will be considered an eligibility requirement for some services and will be used to determine cost sharing responsibility for most services. Donations should be requested from all participants of non-access services.

1.2 Targeting of Participants (refer to OAA section)

1.3 Client Intake Procedures (refer to OAA section)

The Kent County Senior Millage (KCSM) client intake form is used in lieu 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, medications taken for health conditions and veterans information.

1.4 Contributions (refer to OAA section except for the following in reference to cost sharing)

Cost Sharing is a policy that requires a co-payment for services provided

The following is a sample of services that require cost sharing:

Adult Day Services, Bathing, Community Food Club, Denture Services, Equipment Purchase & Loan Programs, Flu, Pneumonia & Shingles Vaccinations, Hearing Aids and Services, Home Chore, Home Modification Assessment, Home Repair, Homemaker, Independent Living, Medication Management, Personal Care, Personal Emergency Response Systems, Recreational Therapy, Respite, Vision Services, and Weatherization.

The following types of service should actively seek donations (program income) for services provided or choose to develop a programmatic cost share policy:

Those that are provided in group settings (health education), meals and food pantry, services that assure access, (i.e. long term care ombudsman,

information and assistance, outreach & assistance, care management); protect basic legal rights; or are provided on a one-time or emergency basis.

Before service begins, cost sharing should be thoroughly explained to the client. You should also ask if the client is paying any other cost share to another partner for other KCSM or OAA funded services.

If it is determined that a client does not have a cost share, they should still be encouraged to donate for their service.

Income must be verified ANNUALLY through visual review of Social Security statements, bank statements or other appropriate documents for persons receiving any service except transportation. The partner must maintain a file containing signed income attestation statements, updated annually. (See attached sample worksheet and sample attestation forms.)

Liquid Assets should be considered when determining cost share. If liquid assets (CD's, annuities, etc.) are above \$35,000 for a single person and \$45,000 for a couple, then 100% cost share should be considered. First homes, cars, and life insurance policies are not part of liquid assets.

Any income generated by an asset, must be considered as part of the total income.

- 1.5 Confidentiality (refer to OAA section)
- 1.6 Service Quality Review (refer to OAA section)
- 1.7 Complaint Resolution and Appeals (refer to OAA section)
- 1.8 Service Termination Procedure (refer to OAA section)

2.0 Service Partner Responsibilities

2.1 Service Partner Agreements

The service partner agrees to:

For Section 2.1 a. through 2.1 i. (refer to OAA section)

- 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 partner (or any subcontracts under the contract) which are pertinent to the contract, in order to make audit, examination, excerpts, and transcripts. Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The service partner shall retain all books, records or other documents relevant to the contract for three (3) years after final payment, at service partner'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)

2.3 Designated Community Focal Point (refer to OAA section)

The OAA requires Community Focal Points, which are agencies that assure sufficient access to information and services for older adults and are most convenient for older persons in the community. In Kent County, the following agencies are considered Community Focal Points:

Kent County Community Action (KCCA)
Senior Neighbors
United Methodist Community House

2.4 Outcomes Measurement (refer to OAA section)

2.5 Services Publicized

For Section 2.5 a. through 2.5 c. (refer to OAA section)

- d. Any promotional materials, including films, slides, books, reports, including annual reports, pamphlets, papers, or articles in printed format or per social media (e.g. Facebook and websites) based on activities receiving support under the contract, shall contain acknowledgment of the Kent County Senior Millage. Use of the KCSM logo is required.

- 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 section)

2.7 Disaster Response (refer to OAA section)

2.8 Insurance Coverage (refer to OAA section)

2.9 Hold Harmless

The service partner shall indemnify, save and hold harmless AAAWM and Kent County against any and all expense and liability of any kind which the service partner 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 partner becomes involved in or is threatened with litigation, the service partner 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)

2.10 Volunteers (refer to OAA section)

2.11 Staffing (refer to OAA section)

2.12 Staff Identification (refer to OAA section)

2.13 Orientation and Training (refer to OAA section but *ignore reference to AASA.*)

AAAWM sponsors several trainings during the year and encourages service partners to send relevant staff to the appropriate training.

2.14 Universal Precautions (refer to OAA section)

2.15 Drug Free Workplace (refer to OAA section)

2.16 Americans with Disabilities Act (refer to OAA section)

2.17 Workplace Safety (refer to OAA section)

2.18 Program Income (refer to OAA section. AASA reference does not apply to Kent County Senior Millage services.)

2.19 Cost Sharing

Each Service Partner 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 Partners 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 accounts, or other property owned by the client are to be considered 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. Donations are always solicited for services that do not require cost sharing.
- f. Cost sharing statements are to be sent to an individual client by the 15th of the month following the previous month of services. Immediate payment is to be requested.
- g. If a client does not agree with the cost sharing payment established, they may seek a review by the Service Partner.
- h. Clients who cannot 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.
- i. 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, it must be terminated.
- j. Cost sharing payments are recorded on the financial report on the month collected and are deducted from that month's reimbursement.

2.20 Disputes (refer to OAA section)

2.21 Disclosure of Information (refer to OAA section)

3.0 Applicable Laws and Regulations

3.1 Compliance with Applicable Laws and Regulations

The service partner must:

- a. Comply with all state, county and local licensing standards all applicable accrediting standards, and any other standards or criteria established by AAAWM and Kent County to ensure quality of services.
- b. Adhere to the state and local laws, policies and regulations not herein contained, but required by AAAWM to ensure quality of services.

3.2 Compliance with Civil Rights (refer to OAA section)

3.3 Open Meetings Act (refer to OAA section)

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 section)

3.6 Conflict of Interest (refer to OAA section)

4.0 Contracts (refer to OAA section)

4.1 Subcontracts (refer to OAA section)

4.2 Contract Revisions or Amendments (refer to OAA section)

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

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 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.

4.3 Contract Probation (refer to OAA section)

4.4 Contract Suspension (refer to OAA section)

4.5 Contract Termination (refer to OAA section)

The OAA policy is applicable except for reference to 45CPR Part 74, Subpart O (74.139) in section 4.5.e.

4.6 Service Partner Appeals Procedure

a. The following decisions of the AAAMW 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 AAAMW Executive Committee action, AAAMW 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 AAAMW 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 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. A copy of the decision will be sent to the Kent County Finance and Physical Resources Committee.
- c. Further 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 cannot be appealed to the subcommittee of the Kent County Finance and Physical Resources Committee. The arbiter shall determine the distribution of costs between parties.
 - 2) 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.
 - 3) Further appeal is within the local court system.
- d. Further 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 cannot 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 Partner to take an action beyond the provisions of the contract may be appealed.
- b. Unresolved issues pertaining to administrative action by the AAAWM will be acted on as follows:
 - 1) The service partner 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 Partner, 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 differences.
 - 2) If, after the thirty (30) calendar day period, unresolved differences remain, the Service Partner 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 Partner 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 partner 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 Assessments of Service Partners-- refer to OAA section except for b. listed below. *AASA reference does not apply to Kent County Senior Millage services.*
b. Assessment schedule will be developed by February 1 of the fiscal year.

5.2 Technical Assistance (refer to OAA section)

5.3 Duration of Funding Support (refer to OAA section)

References to Area Plan and match do not apply to Kent County Senior Millage services.

5.4 Waiver Requests

A Service Partner 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 Partner 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

1.0 Funds

2.0 Budget

3.0 Financial Records

4.0 Service Partner Financial Responsibilities

5.0 Reporting Requirements

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. The remaining members will be selected by AAAWM, the majority of whom will be age 60 or older, as representatives of the older adult community.
- b. Funding recommendations from the KCMRC are forwarded to the AAAWM Executive Committee of the Board of Directors 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 section)

1.3 Control of Funds

Service Partners must maintain a certain control of funds when receiving and disbursing millage dollars. One such requirement is for a written agreement to be entered into whenever any agency arranges to have another agency disburse those funds. AAAWM must be provided a copy of the written agreement. The Service Partner should contact AAAWM if any questions arise regarding the applicability of this procedure to their project.

2.0 Budget

2.1 Program Income

- a. Program income is donations made by service recipients/clients or their family members for service received. All service recipients/clients and/or family should be given the opportunity to contribute towards the cost of their service. Program income is a free will donation.
- b. Program income is that income which is collected because of a service provided. Donations received that were not dependent on service provided are 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.
- c. 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.
- d. The Service Partner 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 partner are paid for with program income, the service partner'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 (refer to OAA section)

The first two paragraphs are not applicable to KCSM service partners.

All purchases must comply with the following procedures. (Start with section "a." of the OAA section.)

2.3 Withholding of Funds (refer to OAA section)

2.4 Reprogramming and Redistribution (refer to OAA section a-c)

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. If funds are to be captured, the following procedure will be followed:

- 1) The Service Partner will be notified the capture issue will be considered by AAAMW staff.

- 2) If the Service Partner disagrees with the need for capture, explanation must be given to their Contract Administrator.
- 3) Reasons for and against capture in each case will then be discussed internally at AAAWM and a decision rendered.
- 4) 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 Partners 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, 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 Partner is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAWM staff will contact Service Partners if inconsistencies show in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Partners 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 Partner wishes to spend the money in another manner for the same service.
- c. If the Service Partner 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 future funds in the same service for the same agency for which those funds were originally contracted.

2.6 Non-Federal Share Requirements &

2.7 Non-Utilization of Federal Funds for Local Match

These two policies are not applicable to Kent County Senior 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 Partner 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.

3.0 Financial Records

3.1 Equipment Inventory

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 Area Agency on Aging of Western Michigan.

Refer to OAA section a – f.

3.2 Maintenance of Records (refer to OAA section)

Only Section 3.2.a is replaced as stated below

- a. The Service Partner 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 section)

4.0 Service Partner Financial Responsibilities

4.1 Closeout

When the contract is concluded, the Service Partner shall provide AAAMW within ten (10) calendar days (unless otherwise notified) after conclusion, with all financial, and client reports required as a condition of the contract. AAAMW shall

make payments to the Service Partner for costs allowed for reimbursement not covered by previous payments.

When the contract is terminated, the Service Partner shall provide AAAWM within thirty (30) calendar days and/or before February 1 of the following year whichever is less (unless otherwise notified) all performance reports required as a condition of the contract.

The Service Partner shall immediately refund to AAAWM any payments or funds advanced to the Service Partner which exceed allotted expenditures for reimbursement.

4.2 Carry-Over Policy

This policy is not applicable to KCSM Service Partners.

4.3 Audits

- a. Service Partners receiving more than \$300,000 total in millage funding (as a legal entity) shall have an annual audit performed on millage contract operations. Service Partners 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.
- b. It shall be the responsibility of the Service Partner 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 partner 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 Partner 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 Partner to meet the terms of the contract.
- e. Nothing in this section is intended to limit the right of AAAWM or Kent County to conduct an audit of contract operations.
- f. The Service Partner shall follow a systematic method to assure timely and

appropriate resolution of audit findings and recommendations.

- g. 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 section)

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 AAAWM and/or Kent County requirements. Reports will be due per the Calendar of Deadlines, which will be provided at the beginning of each fiscal year. Forms and instructions will be provided to Service Partners 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.

Kent County Senior Millage Services

II. Specific Service Requirements

A. Priority Services

- 1.0 Adult Day Services – refer to OAA Section IIB 1.0
- 2.0 Community Food Club
- 3.0 Home Delivered Meals – refer to OAA Section IID 2.0
- 4.0 Home Support
- 5.0 Medication Management
- 6.0 Respite Care – refer to OAA Section IIC 3.0
- 7.0 Senior Pantry
- 8.0 Transportation - refer to OAA Section IIA 3.0

SERVICE NAME	Community Food Club
SERVICE NUMBER	2.0
SERVICE CATEGORY	Priority Services
SERVICE DEFINITION	The Community Food Club of Greater Grand Rapids promotes food security and dignity for low income households by way of a small membership fee and choice of a variety of healthy items in a grocery store experience.
UNIT OF SERVICE	One point of food.

Minimum Standards:

2.1 Eligibility:

Income eligibility will be 200% of poverty based on the annual publicized poverty guidelines by the U.S. Department of Health and Human Services.

2.2 Level of Service:

Clients will be allowed to shop at the Community Food Club as often as they'd like throughout the duration of their 30-day membership, until all points have been used. There will be no monthly limit on shopping trips.

2.3 Distribution for foods:

Members may select their own food items in whatever combinations they wish, but the point system may incentivize healthy choices.

The following, specific items should always be available at the Food Club

- | | |
|----------------------|-------------------|
| a. Milk | n. Rice |
| b. Eggs | o. Beans |
| c. Cheese | p. Bread |
| d. Frozen Meat | q. Prepared Meals |
| e. Fresh Fruit | r. Condiments |
| f. Fresh Vegetables | s. Juice |
| g. Canned Fruit | t. Baking Items |
| h. Canned Vegetables | |
| i. Canned Meat | |
| j. Soups | |
| k. Cereal | |
| l. Pasta | |
| m. Peanut Butter | |

Additional, various items from each of the following food categories may be available:

- a. Baby Food
- b. Baked Goods
- c. Baking Products
- d. Beverages
- e. Coffee
- f. Condiments
- g. Frozen Desserts
- h. Frozen Meals
- i. Lunchmeat
- j. Snacks
- k. Yogurt

2.3 Food Handling and Facility Standards:

The Food Club must have a minimum of one ServSafe certified person, who is responsible for overseeing food safety.

2.5 Storage:

Storage areas for the store 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.

2.6 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:

The FoodKeeper guide, created through the Food Marketing Institute, Cornell University's Department of Food Science, and the U.S. Department of Agriculture will be utilized to assess freshness and quality of foods, which may be past the manufacturer's "sell by", "use by", and "best by" date.

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 food selections.

2.7 Nutrition Education

Nutrition Education programs shall be held throughout the duration of the program year. Areas of interest should be solicited from clients and topics should be designed around client interest. Written handouts are encouraged, but should not be the sole component to the program conducted at the Food Club.

2.8 Program Guidelines

a. Membership fees

Each member household will be expected to pay a monthly (30 day) membership fee. Membership fees will not exceed \$20/month. This will be considered Cost Share by the Senior Millage.

b. Point Values

Each food item will be assigned a point value based on a combination of factors. Typically a more expensive item like meat will have a higher point value to mirror the marketplace but fruits and vegetables will have a lower point value to incentivize healthy eating. The number of points distributed per month to a household will depend on household size. Unused points expire at the end of the 30th day of each household's active membership.

SERVICE NAME	Home Support
SERVICE NUMBER	4.0
SERVICE CATEGORY	Priority Services
SERVICE DEFINITION	<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>
UNIT OF SERVICE	<p>Units will be reimbursed in two categories. Provision of an initial complete assessment or reassessment if there has been a long absence from the program are the first types 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

- 4.1 Qualified staff performs HS functions.
- 4.2 HS staff receives ongoing training and supervision as appropriate.

- 4.3 HS staff strives to establish and maintain a positive working relationship with clients.
- 4.4 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 partner 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.
- 4.5 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
 - specified duration of time (time limit) that information can be released
 - revocation statement
- 4.6 HS provides all clients with an opportunity to donate and participate in cost sharing for purchased home support services.

Allowable Service Components

- 4.7 Assessment – Comprehensive in-person assessment by a care manager of physical and social/emotional functioning, medications, physical environment, informal support potential and financial status.
- 4.8 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.

- 4.9 Services Arranged – 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.
- 4.10 Follow-up and Monitoring – A 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. Monthly monitoring is conducted to ensure that care plans are implemented as planned.
- 4.11 Identification of unmet client needs – Home Support care managers document services not currently available to meet the needs of clients for service planning purposes.
- 4.12 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.

SERVICE NAME	Medication Management
SERVICE NUMBER	5.0
SERVICE CATEGORY	Priority Services
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"> • Face-to-face review of client's prescription, OTC medication regimen, and use of herbs and dietary supplements. • Regular set-up of medication regimen (Rx pills, Rx injectables, and OTC medications). • Monitoring of compliance with medication regimen. • Cueing via home visit or telephone call. • Communicating with referral sources (physicians, family members, primary care givers, etc.) regarding compliance with medication regimen. • Family, caregiver and client education and training.
UNIT OF SERVICE	Each 15 minutes (.25 hours) of component activities performed. Medication Management Clinics units of service are allowed as approved by AAAWM.

Minimum Standards:

- 5.1 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.
- 5.2 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.

- 5.3 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.

5.4 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.

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

SERVICE NAME	Senior Pantry
SERVICE NUMBER	7.0
SERVICE CATEGORY	Priority Services
SERVICE DEFINITION	A pantry dedicated to older adults. A supply of nutritious foods selected by an individual on a walk in basis. Nutrition Education will be provided on a monthly basis.
UNIT OF SERVICE	One distribution (package) of food.

Minimum Standards:

7.1 Eligibility:

Income eligibility will be 200% of poverty based on the annual publicized poverty guidelines by the U.S. Department of Health and Human Services.

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

7.2 Level of Service:

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

The pantry must be able to serve qualifying clients from all areas of Kent County. Approval must be received from AAAWM staff prior to the relocation of the pantry.

7.3 Minimum Distribution for foods:

Foods for the package should be selected by the client.

The following foods must be offered to the client for each food package. Clients will receive 2 food packages per visit:

- 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 requirement 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

7.4 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 labeled 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
- Medications, including over the counter or prescription drugs.

7.5 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 hand-outs are encouraged, but should not be the sole component to the program conducted at the pantry.

Kent County Senior Millage Services

II. Specific Service Requirements

B. Supportive Services

- 1.0 Bathing
- 2.0 Congregate Meals – refer to OAA Section IID 3.0
- 3.0 Home Chore
- 4.0 Home Modification Assessment
- 5.0 Home Repair Consultation
- 6.0 Home Repair Major
- 7.0 Home Repair Minor
- 8.0 Personal Emergency Response Systems (PERS)
- 9.0 Weatherization

SERVICE NAME	Bathing Services
SERVICE NUMBER	1.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	Provision of an on-site personal care program which provides assistance with bathing, hair care and nail care.
UNIT OF SERVICE	One hour of service provided.

Minimum Standards:

- 1.1 Service Partner staff, in cooperation with the caregiver and the client (when capable), must authorize the use of the service and determine frequency and duration.
- 1.2 The service must be provided by a nurse aide, program assistant or volunteer who has been trained on each task. The supervisor must approve tasks to be performed by each worker. Completion of a recognized nurse aide training course is recommended.
- 1.3 Bathing program staff must be supervised by a registered nurse licensed to practice in the State of Michigan.
- 1.4 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.
- 1.5 Personal care service detail must be maintained as part of the participant record.
- 1.6 Bathing program staff must immediately report any change in a participant's condition to their supervisor.

SERVICE NAME	Home Chore
SERVICE NUMBER	3.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	Non-continuous household maintenance tasks intended to increase the safety and independence of the individual(s) living at the residence.
UNIT OF SERVICE	One hour spent performing allowable chore tasks.

Minimum Standards:

- 3.1 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. 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.
- 3.2 Pest control services may be provided only by appropriately licensed suppliers.
- 3.3 The program must develop working relationships with the Home Repair and Weatherization service partners, as available, in the project area to ensure effective coordination of efforts.

Allowable Tasks

- 3.4 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, 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 and leaves,
 - o. trimming small overhanging tree branches.

SERVICE NAME	Home Modification Assessment
SERVICE NUMBER	4.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	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
UNIT OF SERVICE	One hour of home evaluation, equipment training or follow up services

Minimum Standards:

- 4.1 The home evaluation will be provided by a Michigan licensed Occupational Therapist using appropriate professional assessment measures.
- 4.2 Evaluation includes assessment of the client's ability to function independently Including activities of daily living and accessibility of the home.
- 4.3 An individualized service plan will be developed by the client and the Occupational Therapist.
- 4.4 Collaborate and make recommendations for modifications to Home Repair Services.
- 4.5 Implementation of the service plan including equipment set up and training will be Provided by a Certified Occupational Therapy Assistant (COTA).
- 4.6 Clients will be prioritized for home modifications and equipment needs.
- 4.7 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.
- 4.8 Kent County Senior Millage cost share policy will be implemented if no cost share is being paid to Home Repair Services.
- 4.9 The program will maintain client records that include assessment, service plan and case notes.

4.10 A minimum \$10 copay (or a minimum as determined by Service Partner) is requested which covers both assessment and equipment services. The copay is good for one year and is waived if there is inability to pay or financial hardship. Additionally, the Senior Millage cost share policy, based on ones' income, liquid assets, and the cost of the service provided, is applied to individuals. If one cannot afford the cost share because of necessary excessive and additional expenses (medical, health care, etc.), a more thorough financial evaluation is completed.

SERVICE NAME	Home Repair Consultation
SERVICE NUMBER	5.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	<p>The provision of critical home repairs for seniors who are otherwise not eligible for the Major or Minor Home Repair Programs.</p> <p>To qualify for this program the estimated cost of the repair job must be less than \$7,000.</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 with individuals/organizations that will be performing the critical repairs to an eligible person's home.</p>
UNIT OF SERVICE	One completed job or one consultation.

Minimum Standards:

- 5.1 Only homeowners who are eligible will be served. Required proof for home ownership would be a deed, mortgage, or land contract.
- 5.2 The owner must reside in the house being served. Services will not be provided to those who are trying to sell their homes.
- 5.3 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.
- 5.4 Each job must utilize a job completion procedure which includes acknowledgment by home owner that work is acceptable, within 10 days of completion. Consultation only cases do not require job completion acknowledgement.

- 5.5 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.
- 5.6 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.
- 5.7 Program will address primarily health and safety repairs and distribute funds reasonably among requested needs.
- 5.8 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.
- 5.9 Consultations will be provided on a donation basis, but if Senior Millage funds are also used to offset the cost of the repair, a client co-payment will be charged. The amount will be determined by the household income and 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.
- 5.10 Home repair services to mobile homes are allowed.
- 5.11 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.
- 5.12 Services are not provided to houses that are deemed by Home Repair Services to be un-inhabitable.
- 5.13 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.
- 5.14 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.

- 5.15 When construction and payment is to be completed by an organization or individual other than service partner and AAAWM, service partner may act as a consultant on the project and bill staff time to the contract.

Method of Reimbursement:

- 5.16 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 charged 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 project

SERVICE NAME	Home Repair: Major
SERVICE NUMBER	6.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	<p>The provision of major home repairs estimated to cost more than \$1,000 and less than \$7,000</p> <p>Permanent improvement to an older person's home to prevent or remedy a sub-standard condition or safety hazard. Home Repair Services 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>
UNIT OF SERVICE	One completed job.

Minimum Standards:

- 6.1 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.
- 6.2 Only households with a combined income of less than 50% of area median income (as determined annually by HUD) will be served.
- 6.3 Each program must develop working relationships with weatherization, home chore, and housing assistance service partners, as available, in the project area to ensure effective coordination of efforts.
- 6.4 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.

- 6.5 Each program must maintain a record of homes repaired including dates, tasks performed, materials used and cost.
- 6.6 No repairs may be made to a condemned structure.
- 6.7 Each job must utilize a job completion procedure which includes:
 - a. Acknowledgment by home owner that work is acceptable, within 10 days of completion
 - b. Consultation only cases do not require job completion acknowledgement.
- 6.8 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.
- 6.9 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.
- 6.10 Program will address primarily health and safety repairs and distribute funds reasonably among requested needs.
- 6.11 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.
- 6.12 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.
- 6.13 Home repair services to mobile homes are allowed.
- 6.14 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.

- 6.15 Services are not provided to houses that are deemed by Home Repair Services to be un-inhabitable.

Allowable Tasks

- 6.16 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:

- 6.17 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)

SERVICE NAME	Home Repair: Minor
SERVICE NUMBER	7.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	<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>
UNIT OF SERVICE	One completed job.

Minimum Standards:

- 7.1 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.
- 7.2 Only homeowners who are eligible will be served (required proof: deed, mortgage, land contract). Minor home repair services are not allowed on rental units.
- 7.3 The owner must reside in the house being served. Services will not be provided to those who are trying to sell their homes.
- 7.4 Only households with a combined income of less than 50% of area median income (as determined annually by HUD) will be served.
- 7.5 Repairs to mobile homes are allowed.
- 7.6 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.

- 7.7 Service will not be provided to houses that are deemed by Home Repair Services to be un-inhabitable.
- 7.9 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:

- 7.10 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)

SERVICE NAME	Personal Emergency Response Systems (PERS)
SERVICE NUMBER	8.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	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.
UNIT OF SERVICE	One month of monitoring a client and each occurrence of equipment installation.

Minimum Standards

8.1 Service Compliance:

The service partner will determine the frequency and duration of services after a need assessment.

8.2 Basic Program Requirements:

- a. Equipment used must be approved by the Federal Communication Commission and must meet UL safety standards specifications for Home Health Signalling Equipment.
- b. Response center must be staffed 24 hours/day, 365 days/year with trained personnel. Response Center will provide accommodations for persons with limited English proficiency.
- c. Response Center must maintain the monitoring capacity to respond to all incoming emergency signals.
- d. 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.
- e. Partner will furnish each client with written instructions and provide training as appropriate.
- f. Partner will verify client and emergency contact names semi-annually to assure current and continued participation.
- g. Partner will assure at least monthly testing of the PERS unit to assure continued functioning.

- h. Partner will furnish ongoing assistance, as necessary, to evaluate and adjust the PERS instrument or to instruct participants and responders in the use of the devices, as well as to provide for performance checks.

8.3 Client Records:

The partner 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.

SERVICE NAME	Weatherization
SERVICE NUMBER	9.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	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
UNIT OF SERVICE	One weatherized home of an eligible client.

Minimum Standards

- 9.1 All weatherization measures installed are required to have a minimum of a 10-year return on investment and must conform to the State Weatherization Guidelines of performance standards, quality and workmanship.
- 9.2 Insured licensed contractors must perform all work.
- 9.3 Work performed does not include any cosmetic work to the dwelling.
- 9.4 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.
- 9.5 No repairs may be made to a condemned structure.
- 9.6 Each program must develop working relationships with weatherization, home chore, and housing assistance service partners, as available, in the project area to ensure effective coordination of efforts.
- 9.7 Each job must utilize a job completion procedure which includes:
 - a. Acknowledgment by home owner that work is acceptable, within 10 days of completion
 - b. Consultation only cases do not require job completion acknowledgement.
- 9.8 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. Service Partner may make exceptions to this co-payment rule on a case-by-case basis.

9.9 Weatherization services to mobile homes are allowed.

9.10 Services are not provided to houses that are deemed to be un-inhabitable.

Allowable Service

9.11 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 tune-up
- g. Clock Thermostat
- h. Combustion Appliance Repair
- i. Health and Safety Measures
- j. Duct Sealing/Insulation

Method of Reimbursement:

9.12 The Weatherization 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)

Kent County Senior Millage Services

II. Specific Service Requirements

C. Access Services

1.0 Care Management

2.0 Emergency Need

3.0 Fair Housing Services

4.0 Foreclosure Intervention Counseling

5.0 Guardianship

6.0 Housing Coordination

7.0 Information & Referral

8.0 Legal Assistance – refer to OAA Section IIB 6.0

9.0 Long Term Care Ombudsman – refer to OAA Section IIB 7.0

10.0 Ridelink

11.0 Outreach and Assistance – refer to OAA Section IIA 2.0

SERVICE NAME	Care Management
SERVICE NUMBER	1.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	<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 care for the client. Care managers arrange a formal service with client approval, i.e. service frequency and duration is established with partner cooperation when arranging care. Only services necessary to enable the client to remain at home are secured.</p> <p>Care Management must be performed by a service neutral agency which is a State of Michigan Medicaid Waiver Agent. Objectivity for the client's needs and for accessing service partners is essential.</p>
UNIT OF SERVICE	Provision of a complete assessment, a reassessment, or a basic assessment. Unit rates may differ between each type of service.

Allowable Service Components

- 1.1 Assessment – Comprehensive in-person assessment of physical and social/emotional functioning, medications, physical environment, informal support, potential and financial status.
- 1.2 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.

- 1.3 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.
- 1.4 Follow-up and Monitoring – A re-examination of the client's physical, social/emotional, environmental status, informal support and financial status is conducted on a periodic basis or when significant change occurs in the client's condition. Monthly monitoring is conducted to ensure that care plans are implemented as planned.
- 1.5 Reassessment – A standardized in-person re-examination of the client's physical, social/emotional, environmental status, informal support and financial status is conducted on a periodic basis or when significant change occurs in the client's condition.
- 1.6 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.
- 1.7 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.
- 1.8 Identification of unmet client needs – Care managers document services not currently available to meet the needs of clients for AAAWM planning purposes.
- 1.9 Advocacy – Provided by care managers to assist clients and their families to gain benefits and services that clients are entitled to. Care managers (CM) assist in accessing Medicare/Medicaid and other third party benefits and services.

Minimum Standards

- 1.10 Qualified staff, RNs and social workers perform CM functions.
- 1.11 CM staff receives ongoing training and supervision as appropriate.
- 1.12 CM staff makes efforts to establish and maintain a positive working relationship with clients.
- 1.13 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 partner 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 relation 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.

SERVICE NAME	Emergency Need
SERVICE NUMBER	2.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	Financial assistance up to \$350.00 per client in one year for financial crisis situations such as: Utility shut-off Home Repair Costs Housing Costs Medical Costs Back Taxes Auto Repair
UNIT OF SERVICE	One unit of financial assistance up to \$350.00 for one client in one calendar year.

Minimum Standards:

- 2.1 Each client served must have an assessment completed.
- 2.2 Staff must first explore what resources are available to the client including their income, assets, family, church or community.
- 2.3 Staff will explore community resources to find matching funds.
- 2.4 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.
- 2.5 The emergency need fund costs are limited to a maximum of \$350.00 provided on a client's behalf for the problems mentioned above.
- 2.6 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.

SERVICE NAME	Fair Housing Services
SERVICE NUMBER	3.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	Provision of education, outreach, counseling, reasonable accommodation assessments, testing, and enforcement activities related to Federal, State and Local Fair Housing Laws and Ordinances.
UNIT OF SERVICE	Provision of one hour of testing, counseling, outreach, assessments, education or enforcement activities.

Minimum Standards:

- 3.1 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.
- 3.2 The program must address housing discrimination for residents 60 and older based upon all local, state and federal protected classes including race, religion, sex, national origin, disability status, age, marital status, legal source of income.
- 3.3 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.
- 3.4 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.
- 3.5 The program must provide access to the program benefits and information to "Limited English Proficient" residents through translation and interpretive services.
- 3.6 Program administrator must have an advanced degree and at least two years experience in civil rights/fair housing advocacy.
- 3.7 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.

- 3.8 Each program must demonstrate collaborative relationships with the immediate community and other service partners including but not limited to linkages with potential sources for volunteers, working with human 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.
- 3.9 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.
- 3.10 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 AAAWM, as permissible and appropriate.
- 3.11 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

- 3.12 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.

SERVICE NAME	Foreclosure Intervention Counseling
SERVICE NUMBER	4.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	Professional-level financial counseling services.
UNIT OF SERVICE	One case.

Minimum Standards

- 4.1 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.
- 4.2 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.
- 4.3 The counseling staff is able to provide services at the client's home, as well as at the program offices.
- 4.4 Each counselor must be certified by the Michigan State Housing Development Authority (MSHDA) as a Housing Counselor.
- 4.5 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.
- 4.6 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.
- 4.7 Professional counseling regarding reverse mortgage will be provided to older adults seeking such a loan and that require a counseling certificate.
- 4.8 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.
- 4.9 Referrals should be made to Legal Aid of West Michigan when appropriate.

SERVICE NAME	Guardianship
SERVICE NUMBER	5.0
SERVICE CATEGORY	Community (Supportive & General) Services
SERVICE DEFINITION	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).
UNIT OF SERVICE	One month guardianship service to one client.

Minimum Standards:

The Kent County Guardianship Program has created standards for guardianship and/or conservatorship services. The program standards and guardianship responsibilities are:

- 5.1 Accept wards determined in need of guardianship/conservatorship services by the Kent County Probate Court.
- 5.2 Participate in monthly training sessions/meetings (bi-monthly for guardians with more than 3 years in the Program) provided by the Kent County Guardianship Program and the Probate Court.
- 5.3 Service a maximum of 60 adult guardianship or conservatorship cases at any given time.
- 5.4 Complete the following activities:
 - a. Complete initial training for new guardians set up by the Kent County Guardianship Program.
 - b. Make face-to-face contact with the ward within two weeks of Probate Court appointment, either as a temporary guardian/conservator or regular guardian/conservator.

- c. Complete initial assessment within 30 days of appointment, 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.
 - d. Provide explanation to the ward that complaints can be made either to the Kent County Probate Court or to the Guardian Monitor's office.
- 5.5 The guardian/conservator shall take prompt steps to resolve any crisis situations brought to the attention of the guardian.
- 5.6 The guardian shall develop both a medical and non-medical emergency notification plan for each ward according to the Kent County Guardianship Program Manual.
- 5.7 Guardians shall have meaningful visits with each ward no less than once a month but shall visit each ward in person at least once quarterly. During any month that the ward is not visited at least once, the guardian shall have monthly telephone contact with the ward or some individual having personal contact with the ward. A meaningful visit shall consist of, but is not limited to, the following activities:
 - a. Conference with the ward's Service Provider or caregiver.
 - b. Examination of charts or notes regarding the ward (quarterly).
 - c. Assessment of the ward in maintaining current living situation, taking into consideration social, psychological, educational, vocational, health, and personal care needs.
 - d. Assessment of the ward's physical appearance, psychological, and emotional state (quarterly).
 - e. Assessment of the repair, cleanliness, and safety of the ward's home or apartment (quarterly).
 - 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. (quarterly).
 - g. Wards that have moved or cannot be reached must be reported to Probate Court and Guardian Monitor.
- 5.8 The guardian shall keep a written summary of all contacts with the ward, whether in person or by phone, and with other care givers, and submit the same to the Guardian Monitor each year for the period of June 1 through May 31.

- 5.9 The guardian shall maintain an individual client case record which shall include the Letters of Guardianship and/or Conservatorship, summary of all contacts, service plan, progress notes, all reports and correspondence, and all records and reports required by the Probate Court.
- 5.10 Billing amounts, rates and procedures must comply with the Program requirements as set forth in the Program Manual and as may from time to time be modified by written communication from the Probate Court. A monthly billing statement listing each ward assigned shall be submitted to the Guardian Monitor no later than the 5th day of the following month. The billing statement must list the date of at least one contact, either a face to face visit with the ward or collateral contact regarding the ward.
- 5.11 The guardian shall timely submit all Annual Reports in guardianship cases as required by the Probate Court and the Michigan statutes and applicable rules. The guardian/conservator shall timely submit all Annual Accounts that may be required in a conservatorship or other case as required by the Probate Court and the Michigan statutes and applicable rules. Guardian/conservator shall keep records of all transactions made on the ward's behalf for an appropriate amount of time given the nature of the transaction but not less than two years.
- 5.12 The guardian/conservator shall arrange for the "direct deposit" of all income for the ward whenever possible.
- 5.13 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.
- 5.14 The guardianship/conservator, upon the death of a ward, shall exercise appropriate authority by:
 - a. Notifying the Probate court and the Guardian Monitor within 14 days.
 - b. Notifying any agency providing benefits to the ward or beneficiary including Social Security Administration, the Veterans Administration, and DHHS.
 - c. Turning the ward's or beneficiary's assets over to the individual designated by the Probate Court to receive such assets.
 - e. Submitting a final accounting of the ward's estate to the Probate Court, as required within 56 days.

SERVICE NAME	Housing Coordination
SERVICE NUMBER	6.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	To identify, contact, and provide service to people in need of housing interventions that prevent them from being homeless. This includes helping find ways to maintain current housing or helping to find new, more appropriate housing options if current housing no longer fits the person's needs or financial resources.
UNIT OF SERVICE	Each person served or one training presentation.

6.1 Allowable Service Components

- a. Initial efforts to identify and contact potential clients.
- b. Initial intake, assessment and completion of the associated paperwork.
- c. Accompanying clients to professional visits when necessary. Examples might include: local Housing Commissions, legal or Department of Human Service appointments. This component does not include transportation for the client.
- d. Telephone calls/home visits for coordination and follow-up.
- e. Presentations to the community to increase awareness and access to appropriate housing for older adults.

6.2 Minimum Standards

- a. The program must have comprehensive 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 and is able to be determined:
 - 1) Individual's name, street and mailing address
 - 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) Individual or their representatives
 - 7) Race/ethnicity
 - 8) Gender
 - 9) Income status
 - 10) Date of first client or family contact requesting service or referral date and source
 - 11) List of service(s) currently receiving, including identifying if care management, Department of Human Services (DHS) or other partner is coordinating services.
- b. The program will utilize staff that have training and experience in the area of housing intervention and will have at minimum a basic understanding of mortgages, home ownership, rental services and tenant rights.
 - c. The program must identify, determine, and document client needs.
 - d. Each program must provide documentation of all contact with and assistance to clients and referrals to other Service Partners in community.
 - e. Must demonstrate an effort to assist clients in understanding their current housing needs and facilitate clients' efforts to find the best housing options available.
 - f. The program must provide follow-up as often as is appropriate but for at least 90% of clients served to determine whether the need(s) were addressed and to determine any problems with the service delivery system.
 - g. The program is required to use bilingual personnel (paid or unpaid) when non-English or limited English speaking older adults use this service.
 - h. The program must demonstrate collaborative relationships with the immediate community and other Service Partners. Suggestions of collaborative relationships would include providing public presentations to educate the greater community about housing options, potential scams and abuse and participating in collaborative meetings with other Service Partners in the community.

SERVICE NAME	Information & Referral Information and Referral services must be provided in collaboration with United Way 2-1-1
SERVICE NUMBER	7.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	Assistance to individuals in finding appropriate health and human service providers which address their needs including information-giving (e.g., listing the partners of a particular service so an individual may make their own contact directly), referral (making contact with a particular partner on behalf of an individual and follow-up contacts to clients), and locating or arranging services.
UNIT OF SERVICE	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:

- 7.1 Each Information and Referral (I&R) 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.
- 7.2 Each Information and Referral Program must be capable of establishing conference calls between clients and agencies.
- 7.3 The resource database shall be updated through continuous revision or at intervals sufficiently frequent to ensure accuracy of information and comprehensiveness of its contents.
- 7.4 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.

- 7.5 A follow-up contact must be made on 10% of the referrals preferably within 10 working days but allowed up to 30 working days to determine whether services were received and the identified need met. Follow-up contacts are not required for information giving contacts.
- 7.6 Each Program must have bi-lingual personnel available or make arrangements for translation services.
- 7.7 Where walk-in service is available, there must be adequate space to ensure client comfort and confidentiality during intake and interviewing.
- 7.8 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.
- 7.9 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.

SERVICE NAME	Ridelink
SERVICE NUMBER	10.0
SERVICE CATEGORY	Access Service
SERVICE DEFINITION	Scheduling and coordination of transportation services for KCSM funded agencies, intended to increase the independence of the individual(s) using the service.
UNIT OF SERVICE	One hour

Allowable Service Components

- 10.1 Qualified staff will perform coordination functions.
- 10.2 Coordination staff receives ongoing training and supervision as appropriate.
- 10.3 Coordination staff will provide efficient and customer focused service.
- 10.4 Coordination staff will inform all clients about the opportunity to donate the requested \$2.00 donation.
- 10.5 Quality assurance protocol will verify level of service provision.
- 10.6 In the event bi-lingual staff is not readily available, arrangements will be made for translation services.
- 10.7 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 older persons and persons with disabilities, and transportation issues such as geographic area being served and scheduling.

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

Kent County Senior Millage Services

II. Specific Service Requirements

D. General Services

- 1.0 Adaptive Equipment – Purchase & Loan
- 2.0 Aging in Place: Training & Support
- 3.0 Daily Money Management
- 4.0 Denture Services
- 5.0 Flu/Pneumonia Vaccinations
- 6.0 Friendly Visitor
- 7.0 Health Education – refer to OAA Section IIB 9.0, Disease Prevention/Health Promotion
- 8.0 General Dentistry Services
- 9.0 Handy Helen
- 10.0 Health Education Coordination
- 11.0 Hearing Aid Assistance Program
- 12.0 Independent Living Program
- 13.0 In-Home Recreation Therapy
- 14.0 Prescription Assistance Programs
- 15.0 Retired Senior Volunteer Program
- 16.0 Root Canal Treatment
- 17.0 Senior Center Staffing- refer to OAA Section IIB 8.0
- 18.0 Senior Companion
- 19.0 Smart Money University
- 20.0 Specialized Hearing Services
- 21.0 Vision Services

SERVICE NAME	Adaptive Equipment - Purchase & Loan
SERVICE NUMBER	1.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	The temporary loan or purchase of assistive technology, adaptive equipment or other aids for the personal use of a client who does not reside in an assisted living or skilled facility.
UNIT OF SERVICE	The exchange of one piece of equipment.

Minimum Standards:

- 1.1 The program must assure that staff is trained in how to inspect, care for, and use types of equipment loaned from the program. Staff must be certain that the client receiving the loaned equipment knows how to use it safely.
- 1.2 All equipment that is returned from a loan must be inspected, cleaned and sanitized before it is to be loaned out again.
- 1.3 A signed Equipment Agreement Form must be maintained for each loan listing client name, address, phone number, client's disabling condition, item loaned and receipt of fee.
- 1.4 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.
- 1.5 A minimum \$10 copay (or a minimum as determined by Service Partner) is requested which covers both assessment and equipment services. The copay is good for one year and is waived if there is inability to pay or financial hardship. However, expensive equipment purchased may require a higher copay. Additionally, the Senior Millage cost share policy, based on ones' income, liquid assets and the cost of the service provided, is applied to individuals. If one cannot afford the cost share because of necessary excessive and additional expenses (medical, health care, etc...), a more thorough financial evaluation is completed.

SERVICE NAME	Aging in Place: Training and Support
SERVICE NUMBER	2.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Formalized group education modules for seniors for successful Aging in Place. Programs that provide information, training, networking and support to seniors who wish to stay in their own homes. Group education and training is intended to increase the safety, ease, success, and satisfaction of Aging in Place in the community. Modules will focus on fall prevention, energy conservation, adaptive equipment, preparing you and your home for surgery and hospitalizations, accessing community resources, and benefits consultation.
UNIT OF SERVICE	One hour of training, follow-up, and reporting.

Minimum Standards:

- 2.1 Educational trainings will be provided at locations convenient to seniors and a minimum of five (5) people in attendance.
- 2.2 Programs will be episodic, based on classes scheduled. Participants will be able to select the training module they need and sign up.
- 2.3 Once completing each training, participants have the option to select other modules.
- 2.4 Modules will be scheduled based on a rotating basis.
- 2.5 Each program will utilize staff that has specific training and/or experience in the particular training being provided. Educational modules will be developed and taught by Occupational Therapists, Certified Occupational Therapy Assistants, Social Workers, and Independent Living Specialists.
- 2.6 Evidence based educational models will be incorporated into core curriculum when available. Training will be in small groups with hands on participation.
- 2.7 Course pack will be available to participants of educational sessions.

- 2.8 Pre and post surveys will be conducted, documented, and reported.
- 2.9 Outreach materials and direct contact will be made to seniors and selected community partners via: direct mail, phone outreach, radio, social media, direct consumer interaction, and active partnering with service partners (hospitals, rehabilitation centers, home care providers, etc.) Information will be available in print, on our website, and presentations in the community.

SERVICE NAME	Daily Money Management
SERVICE NUMBER	3.0
SERVICE CATEGORY	Community (Supportive & General) Services
SERVICE DEFINITION	Personal accounting service customized to fit individual needs. It may include simple bill paying and daily money management to more complex services such as financial and tax planning. Services are offered in-home and at the convenience of the senior.
UNIT OF SERVICE	One hour of service (includes travel time)

Minimum Standards:

- 3.1 Staff must have a minimum of a Bachelor's degree and experience in daily money management services.
- 3.2 After initial referral is received, staff takes basic information by phone to determine if services are appropriate.
- 3.3 Initial meeting is scheduled with client and a family member or referring individual. Type and scope of work are defined and additional information about the client is gathered. An engagement letter is reviewed which includes the description of service, confidentiality policies, fees, funding source and cost share (if any). If client agrees to service, there is a determination of income sources and timing, expenses and how they are paid, assets and where they are located, debt, insurance coverage and any areas of concern.
- 3.4 Client is asked to collect and set aside all mail, except personal letters, to be reviewed by their daily money manager at each home visit.
- 3.5 Home visits are every 2-4 weeks depending on need. At the home visit, the daily money manager performs the following:
 - a. Reviews and sorts mail
 - b. Confirms validity of bills and pays them

- c. Reconciles check register with bank statement
- d. Assures income is received
- e. Determines if there is adequate balance in client's account
- f. Assists with transfer of funds between accounts
- g. Helps clients resolve issues
- h. Reviews Explanation of Benefits for medical services to confirm services were received and insurances applied.
- i. Shreds unwanted mail or paperwork containing account numbers or other sensitive information.
- j. The client approves payments and signs checks
- k. Educates the client on detecting and avoiding scams and watches for signs of financial exploitation.
- l. Assist client to make contacts with the Kent County Tax Credit Coalition if needed.
- m. With client's permission, Daily Money Manager communicates regularly with the client's power of attorney or family member.

SERVICE NAME	Denture Services
SERVICE NUMBER	4.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Evaluation, preparation and provision of complete or partial dentures for uninsured or underinsured older adults
UNIT OF SERVICE	One set of dentures or partial dentures

Minimum Standards:

- 4.1 Age 60 and older living in Kent County, who are uninsured or underinsured for dental or denture care, are edentulous, in whole or part, and in poverty (at or below poverty levels).
- 4.2 Clients will complete a questionnaire and consent form for service prior to fittings.
- 4.3 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.
- 4.4 A care plan should be established to ensure visits are arranged in sequence.
- 4.5 Clients will receive a minimum of two (2) follow-up visits to assure dentures have a proper fit.
- 4.6 Clients will receive education on the need for a preventative maintenance schedule and future adjustment education.

SERVICE NAME	Flu/Pneumonia/Shingles Vaccinations
SERVICE NUMBER	5.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Kent County residents, between the ages of 60-64 who are at risk, at need and uninsured, will be able to receive one Influenza, Pneumonia or Shingles vaccination at a regularly scheduled Influenza/Pneumonia clinic. Individual vaccinations can be arranged for home bound clients.
UNIT OF SERVICE	One Influenza, Pneumonia or Shingles vaccination.

Minimum Standards:

- 5.1 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 Partner 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 a 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.

SERVICE NAME	Friendly Visitor
SERVICE NUMBER	6.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	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 cannot participate in those activities due to physical/ behavioral limitations.
UNIT OF SERVICE	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:

- 6.1 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.
- 6.2 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.
- 6.3 Each friendly visitor 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 friendly visit.
- 6.4 The program must develop procedures for screening prospective clients and volunteers to attempt to match persons who are compatible.
- 6.5 Each program must have a staff person designated to provide direction to volunteer visitors and to be available to contact in emergencies or problem situations.
- 6.6 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.
- 6.7 Friendly visits can continue to an existing client who temporarily (60 days) is hospitalized or is in a rehabilitation facility.

SERVICE NAME	General Dentistry Services
SERVICE NUMBER	8.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Evaluation of oral cavity, diagnosis of oral disease, prevention and treatment of oral disease.
UNIT OF SERVICE	One hour of general dentistry

Minimum Standards:

- 8.1 Age 60 and older living in Kent County, who are uninsured or underinsured for dental care, and in poverty (at or below poverty levels).
- 8.2 Clients will register for services completing a questionnaire and consent form for service.
- 8.3 Clients will receive an oral evaluation and diagnosis as appropriate.
- 8.4 Clients will receive one (1) set of x-rays annually.
- 8.5 Clients will receive teeth cleaning and education regarding proper oral care.
- 8.6 A care plan will be established to address care needs in a timely manner.

SERVICE NAME	Handy Helen
SERVICE NUMBER	9.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Home repair maintenance classes that are taught by licensed professionals. Workshops cover routine maintenance for various systems in the home, new basic home repair skills, and confidence in hiring contractors.
UNIT OF SERVICE	One Handy Helen Workshop series (two- 2 ½ hour workshops, follow up, and reporting)

Minimum Standards:

- 9.1 Age 60 and older who live in Kent County.
- 9.2 Four identical series (two hands-on workshops per series) will be held during the year. Workshops are held on two consecutive weeks.
- 9.3 Each series is limited to 15 participants.
- 9.4 Each Workshop is 2.5 hours long with a 30 minute break for lunch. Lunch is provided for all participants. Workshop topics include: knowing the tools necessary for basic home repairs, basic plumbing, home maintenance, and how to identify repair resources for non-“Do-It-Yourself” jobs.
- 9.5 Upon completion of the series, the participant receives a certificate of completion.
- 9.6 Participant will complete an evaluation at the end of the workshop series. This information will be used for reporting purposes and for ongoing program evaluation.
- 9.7 Due to limited capacity, participant is allowed to take part in the Handy Helen workshop series once every two years.

SERVICE NAME	Health Education Coordination
SERVICE NUMBER	10.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Implementing and promoting the evidence based health education programs in Kent County. This includes collaborating with a wide variety of organizations, both in and out of the aging service network.
UNIT OF SERVICE	One hour of allowable service component.

10.1 Allowable Service Components

- a. Membership on collaboration committees local and state wide.
- b. Recruitment of participants for the healthy aging programs.
- c. Assisting with the recruitment, retention and training of qualified instructors and volunteers for the healthy aging programs.
- d. Presentations to the community to increase awareness and access to appropriate healthy aging programs.

All of these components are subject to approval by AAAMW staff.

10.2 Minimum Standards

- a. The program must provide at least two lay leader trainings per year to maintain the adequate number of trained volunteers/staff to lead healthy aging programs.
- b. The program will utilize staff that have master training license and experience in the area of evidence based health promotion programming.
- c. Must demonstrate an effort to build collaborations with organizations in and outside the aging services network to promote, implement and expand healthy aging programming opportunities. Suggestions of collaborative relationships would include providing public presentations to educate the greater community about health promotion opportunities.

SERVICE NAME	Hearing Aid Assistance Program
SERVICE NUMBER	11.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Low income older adults in Kent County will receive assistance in obtaining hearing aid(s) through a local partner. Each client will receive an audiological examination, hearing aid fitting and hearing aid(s), making of ear mold(s) and whatever follow-up appointments are deemed necessary by the audiologist.
UNIT OF SERVICE	One hearing aid.

Minimum Standards

- 11.1 Client is referred to participating audiologist. Audiologist provides audiological examination to confirm hearing loss and type of hearing aid(s) recommended.
- 11.2 Staff may assist client to complete both the application to the designated hearing aid partner and a signed release of information form.
- 11.3 Staff maintains case notes for client files.
- 11.4 Staff manages reimbursement to hearing aid partner.
- 11.5 Staff collects client identification and financial information.
- 11.6 Staff arranges cost share arrangements.

SERVICE NAME	Independent Living Program
SERVICE NUMBER	12.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	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 performed 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.
UNIT OF SERVICE	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:

- 12.1 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.
- 12.2 Services must begin with a functional assessment of the client conducted by the Occupational Therapist using appropriate professional assessment measures.
- 12.3 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

- 12.4 The program must be able to provide services at the client's place of residence.
- 12.5 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.
- 12.6 The Occupational Therapist must monitor the practice sessions of caregivers by direct observation or by conferring with the caregiver at the appropriate frequency.
- 12.7 The Occupational Therapist will maintain progress notes of all interventions performed and each contact with caregivers.
- 12.8 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.
- 12.9 At the anticipated termination of services a functional assessment of the client using professionally accepted measures must be administered by the Occupational Therapist.
- 12.10 A full case record will be maintained for each client including the intervention plan, progress notes, assessments and other pertinent information.

SERVICE NAME	In-Home Recreation Therapy
SERVICE NUMBER	13.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	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.
UNIT OF SERVICE	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

- 13.1 Each program must conduct an intake and assessment. Assessment must include a Functional Assessment of Characteristics for Therapeutic Recreation (FACTR) and Community Reintegration Evaluation.
- 13.2 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.
- 13.3 Each program must have a written policy/procedure to govern the development, implementation and management of therapy plans.
- 13.4 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).
- 13.5 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.
- 13.6 The CTRS shall be responsible for the assessment, treatment planning, therapy, documentation, discharge planning, and referral to community agencies.
- 13.7 Volunteers shall be recruited by contacting client's children, grandchildren, friends and neighbors.

SERVICE NAME	Prescription Assistance Program
SERVICE NUMBER	14.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	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.
UNIT OF SERVICE	One hour of allowable service.

Minimum Standards

- 14.1 Program must identify, determine, and document client needs.
- 14.2 Program must provide documentation of all contact with and assistance to clients and referrals to other service partners in the community.
- 14.3 Program must provide follow-up as often as is appropriate but at a minimum to determine whether the need(s) were addressed and to determine any problems with the prescription assistance.
- 14.4 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.
- 14.5 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).
- 14.6 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 participates in education programs related to these topics (i.e. attendance at monthly MMAP refresher trainings.)
- 14.7 Program must be able to provide service at a client's home, in a community setting and by telephone.
- 14.8 Program must demonstrate collaborative relationships with the immediate community and other service partners.

14.9 Allowable Service

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

14.10 Program will develop annual outcomes based on performance measurement goals required by the Center for Medicare and Medicaid Services.

14.11 Program is required to report all qualified contacts in the MMAP Shiptalk database on the day they occur.

SERVICE NAME	Retired Senior Volunteer Program
SERVICE NUMBER	15.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	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.
UNIT OF SERVICE	One hour of volunteer service constitutes one unit.

Minimum Standards

- 15.1 All members must be 60 years of age or older.
- 15.2 All members must complete an enrollment 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, disability assistance, in-home care).
- 15.3 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.
- 15.4 All active members are required to submit a monthly timesheet of their volunteer hours.
- 15.5 RSVP staff will recruit appropriate volunteer and volunteer stations.
- 15.6 RSVP staff will comply with all required funding rules and regulations.
- 15.7 RSVP staff will support all volunteers and volunteer stations as is appropriate.

SERVICE NAME	Root Canal Treatment
SERVICE NUMBER	16.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Filing, irrigation and medication of root canals, filling of root canals for diminishing pain or infection of the tooth or jawbone.
UNIT OF SERVICE	One root canal treatment

Minimum Standards:

- 16.1 Age 60 and older living in Kent County, who are uninsured or underinsured for root canal treatment, and in poverty (at or below poverty levels).
- 16.2 Clients will register for services completing a questionnaire and consent form for service.
- 16.3 Clients will receive a short assessment ensuring the need for a root canal.
- 16.4 Clients will receive x-rays as needed in order to provide appropriate root canal treatment.
- 16.5 Clients will receive root canal treatment according to acceptable dental practice.
- 16.6 Service may be provided over a maximum of three (3) visits.

SERVICE NAME	Senior Companion
SERVICE NUMBER	18.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	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 \$2.25 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.
UNIT OF SERVICE	One hour of Senior Companion service provided.

Minimum standards:

- 18.1 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.
- 18.2 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.
- 18.3 Senior Companion Program staff monitors congregate sites on a monthly basis, and are available by telephone.
- 18.4 Forms reporting hours of service are verified by congregate site staff.
- 18.5 Senior Companions are evaluated by their site supervisors on an annual basis.

SERVICE NAME	Smart Money University
SERVICE NUMBER	19.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Scam awareness and financial management workshops that cover a variety of topics commonly encountered by older adults.
UNIT OF SERVICE	1 completed Smart Money University Series (two-2 ½ hour hands-on classes, follow up, and reporting)

Minimum Standards:

- 19.1 Age 60 and older who live in Kent County.
- 19.2 Four identical series (two workshops per series) will be held during the year. Workshops are held on two consecutive weeks.
- 19.3 Each series is limited to 15 participants.
- 19.4 Each Workshop is 2.5 hours long with a 30 minute break for lunch. Lunch is provided for all participants.
- 19.5 Workshop topics include:
- a. Contractor Scams – Bringing awareness and tools to address common scams targeting older adults
 - b. Mortgage Fraud and Predatory Lending – Bringing attention to the variety of unscrupulous lending practices and scams targeting older adults. Help identify non-predatory lending alternatives
 - c. Embracing Technology – Helping navigate the many technology-dependent systems related to general home finance, such as online banking and access to government benefits and entitlement information.
 - d. Aging in Place – Examining the cost realities of staying at home vs. moving to a new setting
- 19.6 Upon completion of the series, the participant receives a certificate of completion.
- 19.7 Participant will complete an evaluation at the end of the workshop series. This information will be used for reporting purposes and for ongoing program evaluation.

SERVICE NAME	Specialized Hearing Services
SERVICE NUMBER	20.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Comprehensive client assessment and referral coordination of both audiology services and adaptive equipment as needed.
UNIT OF SERVICE	One hour of intake procedure, client assessment, referral coordination, and follow-up services.

Minimum Standards:

- 20.1 A client file shall be developed for each client based on intake procedure. An individualized service plan shall be developed and contain:
- a. A statement of the client's needs based on intake procedure.
 - b. A statement of goals and objectives identified during the client assessment (if applicable).
 - c. A description of methods and/or approaches to be used (if applicable).
 - d. Identification of services to be obtained from or provided by other community agencies (if applicable).
 - e. Client financial information.
 - f. Client case notes.
- 20.2 Provision of referral coordination if needed for both adaptive equipment and/or audiology services.
- 20.3 Provision of follow-up phone call(s) to assess satisfaction with adaptive equipment and or audiology services.

SERVICE NAME	Vision Services
SERVICE NUMBER	21.0
SERVICE CATEGORY	Community (Supportive & General) Services
SERVICE DEFINITION	Provision of specialized vision services for visually impaired and blind persons age 60 and over.
UNIT OF SERVICE	Each hour of service provided. Each group education session.

Minimum standards – Vision Clinics

- 21.1 Provide glaucoma detection visits for adults ages 60 and over who are low income and uninsured. In addition, provide treatment and ongoing care for glaucoma, including appropriate referrals to area specialists.
- 21.2 Provide detection and treatment for eye conditions such as macular degeneration and cataracts.
- 21.3 Provide comprehensive diabetic retinal examinations as part of the comprehensive examination using Retinal photography.
- 21.4 Provide eye glasses to those in need using cost share/sliding scale for payment.

Minimum standards - Rehabilitation

- 21.5 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.
- 21.6 Program staff providing orientation and mobility training must have experience and be trained in techniques, methods, and use of travel aids to visually impaired clients.
- 21.7 Optometric services must be provided by an optometrist that has graduated from an accredited College of Optometry and is licensed to practice optometry in the State of Michigan.
- 21.8 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.

21.9 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

21.10 Provision of specialized vision services includes:

- 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.

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", Aging & Adult Services Agency, 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 Partners", 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 AASA and/or the AAAWM 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.

APPENDIX C

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 D

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

APPENDIX E

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. Through a Person Centered Planning process, 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:** AAAWM 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 Partner).
- b. **Assessment:** Following the information session, a nurse and/or social worker from AAAWM 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 work with the individual and their chosen allies prepare a Person Centered 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 person centered 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. AAAWM 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.

APPENDIX F

CODE OF ETHICS

I. GENERAL INFORMATION

A. PURPOSE

- 1) The purpose of this Code of Ethics is to outline ethical principles that will set standards for the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors, Advisory Council, staff and individuals, groups, and agencies who work in a paid or volunteer capacity serving older Americans. These include agencies receiving State and Federal funds administered by the AAAWM and their Advisory Councils, policy making bodies, subcontractors and volunteers.
- 2) In order to assure that services to older Americans are conducted effectively, objectively, and without improper influence, all persons involved must maintain the highest level of integrity. Also, they must not do indirectly that which is improper to do directly. All persons involved must avoid conflicts of their private interests with public duties and responsibilities. Failure to observe any of these standards is cause for disciplinary action.

B. DEFINITIONS

- 1) AAAWM: Refers to the Area Agency on Aging of Western Michigan, Inc., including the Board of Directors, Advisory Council, staff and volunteers.
- 2) Service Partners: For the purpose of this document, the following agencies, organizations, and individuals shall hereinafter be referred to as "Service Partner."
 - a) All subcontractors of AAAWM
 - b) Support and nutrition project councils
 - c) Volunteers, subcontractors and other individuals, groups or organizations. Included are organized groups, policy making bodies, individuals, volunteers, trainees, and enrollees who work or volunteer for a service partner.

- 3) Aging Network: All agencies, organizations, groups and individuals referred to above.
- 4) Client: Any older person who receives or seeks services from the Aging Network.
- 5) Personal Interest: Includes personal profit, financial benefit, incompatibility or conflict, impairment of judgment or action, a direct or an indirect financial or personal interest, the interest of an employer, the interest of the company that is doing business with the employer, the interest of a spouse, and the interest of one with whom an intimate relationship exists.

C. APPLICABILITY

The ethical principles described above shall be applicable to all persons in the Aging Network.

D. RESPONSIBILITIES OF SERVICE PARTNER

Each Service Partner shall be responsible for observing the rules of conduct set forth in this code and shall acquaint himself/herself with the rules that relate to his/her ethical and other conduct as a Service Partner in the Aging Network.

II. CONFIDENTIAL INFORMATION

The Federal Freedom Information Act (5 U.S. Code Annotated, Section 552) and a similar Michigan statute (P.A. 442 of 1976) require that certain information be freely available to the general public. However, information of a personal nature, where public disclosure would constitute an unwarranted invasion of the individuals' privacy, is considered confidential and therefore exempt from disclosure. For example, names of recipients shall not be made available to the public under the act. This is necessary because it may involve private personal information, which has been furnished in confidence. In addition, information and possession of the network and not generally available may not be used for private gain.

Persons involved with the Aging Network shall not, directly or indirectly, make use of or permit others to make use of, for the purpose of furthering a private interest, official information not made available to the general public. Such use of official information is clearly a violation of public trust.

Persons involved with the Aging Network may not use his/her official position or confidential information acquired in the course of his/her official duties to further his/her personal interest or to secure privileges or exemptions for himself or others.

MANDATORY REPORTING OF ABUSE, NEGLECT, AND EXPLOITATION

Federal Medicaid law directs waiver programs to monitor the health and welfare of all participants receiving waiver services. Additionally, state statutes must be observed. P.A. 519 of 1982 (as amended) mandates all human service providers and health care professionals to make referrals to the DHS Adult Protective Services unit when an adult is suspected of being or believed to be abused, neglected, and/or exploited. The Vulnerable Adult Abuse Act (P.A. 149 of 1994) creates a criminal charge of adult abuse for vulnerable adults harmed by a caregiver. The following requirements also apply for suspected financial abuse per the Financial Abuse Act (MI S.B. 378 of 1999).

III. GIFTS, ENTERTAINMENT, FAVORS, GRATUITIES AND EXPENSES

A. PROHIBITED SOURCES

- 1) Persons associated with the Aging Network shall not solicit or accept directly or indirectly, a gift, payment, subscription, advance, rendering or deposit of money, gratuity, favor, entertainment, loan or anything of value, from a person, business, or organization with whom he/she has or had official relationships, whether or not, pro-offered for or because of any action or decision of the person, such as from a person, business, or organization that:
 - a) has or is seeking to obtain contractual or other business relationship with his/her agencies;
 - b) conducts operations or activities that are regulated by his/her agency.

This does not preclude normal business practices, which enable persons to maintain ongoing services, i.e., bank loans to meet current obligation.

- 2) Persons involved with the Aging Network shall not distribute, or cause to be distributed, any advertisement or materials with samples aimed at soliciting older persons on behalf of profit making businesses or organizations unless the materials are beneficial and provide a service to older persons (i.e., Senior Discount Program Information).
- 3) Persons involved with the Aging Network may not accept, for example, anything of value for assistance provided to travel or tour guide agencies in developing or arranging travel tours from individuals or organizations in the Aging Network.

B. OFFERS FROM OUTSIDE SOURCES

It is a violation of this code for anyone to directly or indirectly receive, give, offer, or promise anything of value for performance of; or to influence the performance of an official act of a person involved with the Aging Network.

C. GIFTS TO OFFICIAL SUPERIORS

A person involved with the Aging Network shall not solicit contributions from another involved in the Aging Network for a gift or make a donation as a gift to a person in a superior official position unless it is a voluntary gift of nominal value or donation in a nominal amount made.

D. BEING NAMED IN A WILL

A person in the Aging Network shall not conduct him/herself in such a manner as to his/her position to influence or cause a recipient of services to reward him/her with the benefits or a will as compensation for services.

E. FUNDRAISING ACTIVITIES

This Code of Ethics is not intended to preclude bona fide institutional fundraising activities; i.e., raffles, etc.

IV. OUTSIDE EMPLOYMENT

A. DESCRIPTION

A person employed in the Aging Network shall not engage in outside employment or other outside activity not compatible with the full and proper discharge of the duties and responsibilities of his/her position.

Incompatible activities include, but are not limited to:

- 1) Acceptance of a fee, compensation, gift, payment or expenses, or any other thing of monetary value in any circumstances in which acceptance may result in a violation of this code.
- 2) Outside employment which tends to impair his or her mental or physical activity to perform his/her official duties and responsibility in an acceptable manner.
- 3) Outside work or activity that takes the person's time and attention from his official work hours.

B. COMPENSATION FOR SERVICES

A person employed in the Aging Network shall not receive any salary or anything of monetary value from a private source as compensation for services in the performance of official duties. For example, a person in the Aging Network may be called upon, as a part of his official duties, to participate in a professional meeting or to contribute a paper. A person employed in the Aging Network may not accept an honorarium or fee for such services, even though the organization accepting the service customarily makes such a payment to those who participate. Travel and reasonable expenses may be accepted with the approval of supervisors. However, the organization accepting the service may make a financial contribution to the partner agency for services surrendered.

C. HOLDING OFFICE IN PROFESSIONAL SOCIETIES

Persons in the Aging Network may be members of professional societies and be elevated or appointed to office in such a society. Persons in the Aging Network shall avoid conflict of interest in connection with such membership.

V. FINANCIAL INTEREST

A. GENERAL PROVISION

Persons involved with the Aging Network shall not have a direct or indirect financial interest that conflicts with his/her official duties and responsibilities.

B. PROCUREMENT STANDARDS

An Aging Network organization shall maintain a code or established standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts for the procurement of supplies, equipment, construction and services who cost is borne in whole or in part by State of Michigan or Federal funds administered by AAAWM. The standards shall provide for disciplinary actions to be applied for violations of the code or standards by the recipients, officers, employees, or agents.

- 1) The Aging Network officers, employees or agents of a service partner shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. This is not intended to include bonafide institutional fundraising activities.
- 2) No employee, officer or agent of an Aging Network organization shall participate in the selection, award or administration of a contract where, to his or her knowledge, any of the following has a financial interest in that contract:
 - a) The employee, officer or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner;
 - d) An organization in which any of the above is an officer, director or employee;
 - e) A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning perspective employment.
- 3) It is difficult to obtain capable and qualified persons to serve in the Aging Network particularly on advisory councils and policy boards who are totally objective and without a personal interest

in the outcome of the recommendations made by them. As long as there is an awareness of their other interest and as long as such persons abstain from discussing a motion, making a recommendation and voting whenever their personal or agency's interest is involved, persons with potential conflicts may serve on advisory councils and policy boards.

C. AAWM BOARD OF DIRECTORS

The AAWM Board of Directors shall make or enter into contracts necessary or incidental to the performance of its duties and the execution of its responsibilities as outlined in the AAWM By-laws subject to the following limitations:

- 1) A Board member shall not participate in the selection, award, or administration of a contract if, to his or her knowledge, any of the following persons or organizations has a financial interest in the contract:
 - a) A board member;
 - b) A member of board member's immediate family;
 - c) A board member's immediate family;
 - d) An organization in which any of the persons listed in sections 'a' 'b' or 'c' is an officer, director or employee;
 - e) A person or organization with whom any of the persons listed in sections 'a', 'b', or 'c' is negotiating or has any arrangement concerning prospective employment.
- 2) A Board member shall make known a potential conflict of interest under section (1) before a vote regarding a contract.
- 3) A Board member shall abstain from discussing a relevant motion, making a recommendation, or voting in regard to a contract, grant, or policy if his or her personal or business interest is involved as described in section (1).

VI. CONDUCT ON THE JOB

Persons in the Aging Network must demonstrate concern and appreciation of the heritage, values and wisdom of older persons providing assistance, assuring the dignity and individual rights of clients, as well as other persons. Courtesy,

consideration, and promptness in dealing with other agencies, clients/recipients, and organizations must be shown in carrying out official responsibilities.

A. USE OF PUBLIC FUNDS

Several laws carry criminal penalties for misuse of local, State and Federal funds. (Michigan Compiled Laws 1970 sec.750.218, sec.750.489 and sec 750.490). These apply to:

- 1) Improper use of official travel;
- 2) Improper use of payroll and other vouchers and documents in which payments are based;
- 3) Taking or failing to account for funds with which a person is entrusted in his official position;
- 4) Taking other official funds for personal use.

B. USE OF PUBLIC RESOURCES AND PROPERTY, INCLUDING EQUIPMENT

A person involved with the Aging Network has a duty to protect and conserve public property, including equipment, supplies and other property entrusted or issued to him/her. For example:

- 1) Only official documents and materials may be processed on official reproduction facilities.
- 2) Persons may drive or use official automobiles only on official business.

VII. NON-DISCRIMINATION

Neither persons involved with the Aging Network nor clients shall be discriminated against because of race, color, religion, national origin, sex, age, or on the basis of physical handicap.

VIII. POLITICAL ACTIVITY

Persons involved with the Aging Network are individually responsible for refraining from prohibitive political activity. (See Title V, U.S. Code, The Hatch Act, where applicable, see public act 169 of 1976, sec. 15.402-407.)

IX. ENFORCEMENT

Any person involved with the Aging Network who violates the provisions of this code shall be subject to such disciplinary action as appropriate under the circumstances as set forth in paragraph X.

X. DISCIPLINARY ACTION

Violation of the rules contained in this code shall be considered good cause for disciplinary action in addition to any penalty prescribed by law. No standard table of penalties has been established. However, officers or boards, councils, and other individuals in authority are responsible for recommending and taking appropriate disciplinary action as each individual case warrants. Some types of disciplinary actions to be considered are:

- 1) Oral admonishment;
- 2) Written reprimand
- 3) Re-assignment;
- 4) Suspension;
- 5) Termination.

Appendix G

Lesbian, Gay, Bisexual and Transgender Older Adults Services

Like others facing the challenges of aging, LGBT seniors deserve respectful, high quality health and human services. Service partners in Region 8 are expected to provide the same level and quality of service to LGBT clients in their respective communities, in a professional and respectful manner.

In addition to the everyday challenges of aging, LGBT older people face an array of unique barriers and inequalities that can stand in the way of a healthy and rewarding later life. The additional challenges to successful aging faced by LGBT elders are gaining visibility with the aging of LGBT Baby Boomers, who are the first generation of LGBT people to have lived openly gay or transgender lives in large numbers.

Facts to remember:

Despite their need for strong social networks, LGBT elders often feel unwelcome at senior centers, volunteer centers and places of worship. Few of these agencies engage in outreach to LGBT elders, nor are they often prepared to address incidents of discrimination toward LGBT elders by other clients and older people.

LGBT elders often feel unwelcome in existing volunteer programs and are often overlooked in volunteer outreach efforts.

An estimated 1.5 million adults age 65+ are lesbian, gay or bisexual (LGB). [About 4.1% of American adults identify as LGB, for an estimated 1.5 million LGB elders today. This total is expected to grow to nearly 3 million by 2030.

Although 80% of long-term care in the U.S. is provided by family members, LGBT elders are twice as likely to be single and three to four times more likely to be without children than their heterosexual counterparts.

Despite paying into Social Security in the same manner as their heterosexual peers, LGBT elders are not equally eligible for Social Security benefits. The biggest difference in treatment: committed same-sex couples are denied the substantial spousal and survivor benefits provided to married couples.

For married heterosexual couples, Medicaid has exemptions to avoid forcing a healthy spouse to live in poverty in order to qualify a spouse for long-term care. Unfortunately, these spousal impoverishment protections do not apply to same-sex couples and other financially interdependent older adults. Despite recent positive changes in the law, LGBT elders still lack the same benefits as their heterosexual peers when it comes to the treatment of IRAs and similar plans.

Federal tax law currently allows an employer to provide health insurance to the heterosexual spouse of an employee or retired employee as a tax-free benefit. However, for same-sex couples, a partner's insurance benefits are treated as taxable income.

The federal government allows a surviving heterosexual spouse to inherit all of the couple's assets without incurring any tax penalty. By contrast, federal and state laws require same-sex partners to pay inheritance taxes on some estates.

The U.S. Department of Veterans Affairs provides a variety of benefits to veterans' heterosexual spouses, including pensions paid to the spouse of a service member killed in combat, medical care and home loan guarantees. These benefits are not available to a same-sex partner.

In most cases, LGBT elders must put in place a series of specific and often expensive legal arrangements to try to ensure that financial decision making and inheritance will pass to a partner or other loved one.

LGBT people report lower rates of health insurance coverage. Because many LGBT elders fear discrimination by doctors and facilities that provide preventive and non-emergency care, they are more likely to delay getting the necessary care and prescriptions.

Many professional caregivers are not accepting of LGBT elders and not trained to deal properly with their unique needs. These providers might be hostile, discriminatory or simply unaware that LGBT elders exist. For example, 8.3% of LGBT elders reported being neglected or abused by a caretaker due to their sexual orientation or gender identity.

LGBT people have high rates of stress related in large part to systematic discrimination. Numerous studies have shown that the LGBT population as a whole has higher rates of smoking, alcohol use, drug use, suicide and depression.

Studies suggest higher levels of chronic and other health problems among LGBT adults, including asthma, diabetes, HIV/AIDS, obesity, rheumatoid arthritis and certain illnesses such as cancer. LGBT elders, thus, have aged into their later years with these additional health concerns.

Without complex and often expensive legal arrangements in place, the partners and loved ones of LGBT elders might be denied visitation or shut out of medical or end-of-life decision making.

LGBT elders might be denied housing, including residency in retirement communities, based on their sexual orientations and gender identities and expressions. This discrimination could separate LGBT elders from loved friends or partners, or push them into homelessness. LGBT elders might also feel the need to re-enter or stay “in the closet” in order to obtain or maintain housing.

Source: www.sageusa.org