

POLICIES & PROCEDURES MANUAL

2026



The Source for Seniors

Administered by:

**AREA AGENCY ON AGING
OF WESTERN MICHIGAN**

Introduction

This Policies and Procedures Manual is intended to guide Service Partners of the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in understanding the laws, regulations, and policies that govern the delivery of Older Americans Act (OAA) and Kent County Senior Millage (KCSM) funded services. It serves as a comprehensive resource for navigating routine operations as well as addressing unique situations or issues that may arise during the course of service provision.

To make information easier to find, this manual is organized into sections. For both **Older Americans Act (OAA)** services and **Kent County Senior Millage (KCSM)** services, **Section I: General Requirements** outlines the core program components (Subsection A) and financial requirements (Subsection B) that apply to all funded services. **Section II: Specific Service Requirements** detail the standards and guidelines specific to each individual service.

The **OAA section of the Manual applies to all KCSM Service Partners and services**, except where noted in the KCSM-specific section. Users should begin by reviewing the OAA section, then consult the KCSM sections for any modifications, additions, or exceptions. For services funded through the Senior Millage, **Kent County retains final authority** over all program decisions and requirements.

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

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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 aged 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 AAAWM for providing services to low-income minority individuals in numbers greater than their relative percentage to the total elderly population within the geographic service area.

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

Indicating factors include:

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

For Functional Need: Handicaps (as defined by the Rehabilitation Act of 1973 or the Americans with Disabilities Act), limitations in activities of daily living (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 ADLs and IADLs.*

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 list of persons who seek a priority service (Access, Home Delivered Meals, 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 OAA-funded priority service categories (Access, Home Delivered Meals, In-Home, and Legal Assistance) must report waiting list information to AAAWM 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.

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.

- c. 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.

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.

Participate with citizens living within the Service Partner's service area in the planning and implementation of services.

- f. Seek other funding sources and demonstrate effective planning for progressive program maintenance through its own resources.
- g. 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.

The Service Partner shall permit the Administration on Aging, AAAWM, and ACLS, 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 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 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/Client Registration 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 and residency shall be determined.

2.3 Client Contributions

All service recipients must be given the opportunity to contribute towards the cost of their service. Revenue generated must be utilized to expand the service from which it was generated.

- a. Program Income is a free-will donation made by a service recipient or client and/or their family members for service(s) received. All program participants shall be encouraged to and offered a confidential and voluntary opportunity to donate. No one may be denied service for choosing not to make a

donation.

- b. Cost Share is a co-payment assessed to a service recipient or client to offset the cost of service(s) provided. Co-payment amounts are determined by a sliding scale based on gradations in income. Private pay or locally funded fee-for-service programs must be separate and distinct from grant funded programs. Further, cost sharing is prohibited for the following services if they are supported, in whole or in part, by Older American Act funds: congregational meals, home delivered meals, legal assistance, long term care ombudsman and outreach & assistance.
- c. 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.
- d. Each program must have in place a written procedure for handling all client 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)

2.4 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 the Health Insurance Portability and Accountability Act (HIPAA) regulations and complete a HIPAA business agreement with AAAM. Written consent must be renewed annually.

2.5 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 local agencies, 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, Home Support, 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.

2.6 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 AAAWM 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.

2.7 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. 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).
- c. 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 ACLS, AAAWM and funding through State appropriations or the Older Americans Act, either through the use of logos or written description.
 - d. AAAWM, ACLS, 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.
 - e. Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, but AOA, ACLS 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.

2.8 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 conditions or circumstances that place the older person or the household of the older person in imminent danger (e.g., situations of abuse or neglect). Adult Protective Services operates a 24-hour toll-free phone line for reports: 855-444-3911.

2.9 Disaster Response

Each service program must have established, written emergency protocols for 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.

2.10 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 such insurances as will fully protect the partner and AAAWM from any and all claims under The Workmen's Compensation Act or employer's liability laws and from any and all other claims, for damage to property or for personal injury, including death, which may arise from operations carried on under the Contract, either by Service Partner, any Subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

2.11 Volunteers

Each program is encouraged to utilize volunteers. Service Partners 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.

2.12 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 check that reveals information substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, subcontractor, employee, and volunteer who has in-person client contact, in-home client contact, access to a client's personal property or access to confidential client information. Reference Appendix H – Criminal Background Checks for additional requirements, including exclusions and documentation retention rules. See also Specific Service Requirements (Section II) for additional staffing requirements. Service Partner must also 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.

Program staff shall receive a written job description, orientation, training and at least a yearly written performance evaluation.

2.13 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.

2.14 Orientation and Training

New program staff must receive orientation training within 30 calendar days of hire. This training must include, at a minimum:

- Introduction to the program and agency-specific policies.
- Overview of the Millage network
- Senior Millage requirements, funding guidelines, service definitions, and reporting obligations.
- Issues related to the aging process, including but not limited to cultural diversity, dementia, cognitive impairment, mental illness, abuse, and exploitation.

Each agency is responsible for ensuring completion of this training and must maintain written documentation including the date, duration, topics covered, trainer's name, and staff signature. Proof of completed orientation must be made available to AAAWM upon request.

Service program staff must also participate in relevant (AAAWM-sponsored or AAWM-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 must budget an adequate amount to address its respective training needs as appropriate to job responsibilities.

Failure to comply with these training requirements may result in corrective action, up to and including suspension of funding.

2.15 Complaint Resolution and Appeals

- a. Whenever a grievance procedure is started by a client, the appropriate AAWM Contract Administrator must be notified.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Complaint and appeal procedures must be available for review by AAWM and clients. The complaint procedure must be sent to a client at the start of service, upon request, and at the time of any negative action, such as reduction or withdrawal of services.

At a minimum, the procedure must include the following:

- 1) A client complaint may be initiated through written or verbal notice to the Director of the Service 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.

2.16 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:

- g. The client's decision to stop receiving services;
- h. Reassessment that determines a client to be ineligible;
- i. Improvement in the client's condition so they no longer are in need of services;
- j. A change in the client's circumstances which makes them eligible for services paid for from other sources;
- k. An increase in the availability of support from friends and/or family;
- l. Permanent institutionalization of client in either an acute care or long term care facility. If institutionalization is temporary, services need not be terminated and;
- m. 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).

2.17 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.

2.18 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 AAAWM has standardized outcomes for a specific service, they must be used. Outcomes will be used to determine the effectiveness of a service and will be reviewed annually by Contract Administrators.

2.19 Indemnification

Service Partner shall exonerate, indemnify, and hold AAAWM harmless, from and against, 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 Service Partner and its employees. Service Partner must also indemnify and hold harmless AAAWM and its directors, officers, and employees from all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney fees, resulting from, or arising out of, or in connection with the Contract. The provisions of this paragraph shall not apply to claims, lawsuits, settlements, judgments, costs, penalties and expenses caused by or resulting from the willful or negligent act or omissions of AAAWM, ACLS Bureau or any of their directors, officers or employees. Service Partner further must indemnify and hold harmless AAAWM and its agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses including attorney's fees, incurred by AAAWM on account of any claim therefore.

AAAWM shall not be held liable for any liabilities, penalties, forfeitures, or for any damage to the goods, property or effects of the Service Partner, or for any other persons, not for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Partner. Service Partner assumes the foregoing obligations and liabilities, by which it is intended by both parties that Service Partner shall indemnify and hold AAAWM harmless from all claims arising by reason of the work done or by reason of any act or omission of Service Partner. Service Partner shall, throughout the period of the Contract, provide public liability and property damage insurance covering all operations of Service Partner, its agents and employees, including, but not limited to, premises and automobiles. Said policies shall provide for a thirty (30), preferably ninety (90), calendar day written notice to AAAWM of any cancellation or material changes.

If Service Partner is not a unit of government, it must carry adequate Fidelity Bond coverage for activities under the Contract. Upon request, Service Partner must provide AAAWM with proof of required insurance coverage.

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 ACLS.

2.20 Disputes

All Service Partners shall notify AAAWM, in writing, of its intent to pursue any claim

against AAAWM for breach of Contract. No suit may be commenced by Service Partner for breach of Contract prior to the expiration of sixty (60) calendar days from the date of such notification. Within this sixty (60) calendar day period, Service Partner, at the request of AAAWM, must meet with the Director of AAAWM for the purpose of attempting resolution of the dispute.

2.21 Disclosure of Information

All Service Partners shall submit to AAAWM all information requested by AAAWM including the names of persons with an ownership interest or a controlling interest in Service Partner and certain other disclosing entities. Further, the Service Partner shall disclose whether any of these persons 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. Service Partner shall also submit to AAAWM all information requested by AAAWM relating to Service Partner's past business transactions. AAAWM may, at its option, immediately terminate the Contract if Service Partner does not comply with this requirement.

3.0 Applicable Laws and Regulations

3.1 Compliance with Applicable Laws and Regulations

Service Partners must serve and comply with all applicable federal, state, county, and local laws, rules, regulations and licensing standards, all applicable accrediting standards, and any other criteria established by AAAWM, ACLS

Bureau, Department of Community Health, ACL, and Controller General of the United States to assure quality of services. Additionally, Service Partners must adhere to any state and local laws, policies and regulations not herein contained, but required by AAAWM to ensure quality of services.

3.2 Older Americans Act

Service Partners must comply with applicable provisions and all subsequent revisions, modifications and amendments to the Older Americans Act.

3.3 Code of Federal Regulations

Service Partners must comply with Title 45 of the Code of Federal Regulations Part 74, "Administration of Grants" (August 2, 1978) and Title 2 of the Code of Federal Regulations Part 180 and certify to the best of its knowledge and belief that its employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- b. 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;

- c. 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
- d. 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.

3.4 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.

Each program must comply with equal employment opportunity and affirmative action principles.

3.5 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.

3.6 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.

3.7 Americans with Disabilities Act

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

3.8 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/lara

3.9 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).

3.10 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.

3.11 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.

3.12 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 AAAWM. An unsigned copy of the subcontract must be mailed to AAAWM for approval prior to implementation. Following approval, a copy of the signed contract must be sent to AAAWM before service begins.
- b. Assignees or subcontractors shall be subject to all conditions and provisions

of AAAWM contract. The Service Partner shall be responsible for the performance of all assignees or subcontractors; However, AAAWM 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 AAAWM 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.

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 AAAWM.

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

- a. 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 AAAWM. 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 AAAWM Board of Directors.

Substantive amendments shall include the following:

1. Significant changes in the project objectives;
2. Any addition of a new service or deletion of a service;
3. A budget transfer from one service to another service;
4. A change in the project period and budget year dates;
5. An increase or decrease in total funding;
6. Any change that would affect compliance with federal or state procedures;
7. Other changes specified by AAAWM.

- b. 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. Changes in estimated clients or program income projections 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.

- c. 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, AAAWM 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 AAAWM or given evidence satisfactory to AAAWM that such corrective action will be taken or until AAAWM terminates the contract. Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- c. In suspending contract operations, AAAWM shall determine the anticipated length of suspension and the extent of operations suspended. New obligations incurred by the Service Partner during the suspension period will not be allowed unless AAAWM expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Service 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.
- d. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) calendar days.

- e. AAAWM may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- f. AAAWM financial participation in reinstated contract operations may resume immediately upon reinstatement but not for any costs incurred for these contract operations while they were suspended. The obligation authority unearned at the time of suspension may again become available for earning at the previously established matching ratio unless AAAWM reduces the amount of the contract.

4.5 Contract Termination

- a. AAAWM shall have the right to terminate the contract upon written notice, in whole or in part, if the Service Partner fails to fulfill its obligations under the contract or violates any of the covenants, agreements, or stipulations of the contract. 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 may include but are not limited to:
 - 1. Lack of availability of funds,
 - 2. Violation of the conditions under which the contract was approved,
 - 3. Inadequate program performance, as documented through monitoring visits,
 - 4. Inadequate response to assessment findings for two (2) annual assessments,
 - 5. Suspension for more than three (3) consecutive months,
 - 6. Change from grant funding to purchase of service agreement.
- b. Under extreme conditions (gross negligence, misappropriation of funds, etc.), immediate termination may occur.
- c. In the absence of extreme conditions requiring immediate termination, the Service Partner shall be granted thirty (30) days to cure any failures or violations. If the Service Partner fails to cure within the thirty (30) day period, the Contract will immediately terminate.
- d. The Service Partner, for adequate cause, may terminate the contract at any

time by giving written notice to AAAWM at least thirty (30) calendar days, preferably ninety (90) calendar days, before the effective date of such termination and specifying the effective date of such termination and specifying the effective date.

- e. 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.
- f. 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 AAAWM or will be an adjustment to the projected costs.
- g. If any cause, alteration, or changes take place in the rules, regulations, laws, or policies to which AAAWM is subject or if there is any termination or reduction in the allocation or allotment of funds provided to AAAWM for the purposes of this contract, AAAWM shall have the right to terminate or reduce the amount to be paid to Service 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.
- h. 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 AAAWM by the date established by AAAWM pursuant to the contract.
- i. Partner is held accountable to all record retention rules (OAA IB, 3.3), regardless of contract status, active or terminated.
- j. Partner must cooperate with AAAWM staff and any new Service Partner selected by AAAWM 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 AAAWM Board of Directors may be appealed:
 - 1. Applicants for funding from the AAAWM may appeal an AAAWM Board of Directors' decision to deny a proposal for funding.
 - 2. Service Partners may appeal an AAAWM Board of Directors' decision regarding probation, suspension, or termination of contract.
- b. Unresolved differences pertaining to the above will be forwarded through the following process:

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

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

The request for an appeal must be signed by the legal chairperson or chief executive. The written notice from AAAWM shall include a statement that the affected party may appeal in person or may designate a representative to appeal the AAAWM decision. A copy of the request for an appeal shall be sent by AAAWM to the Director of ACLS 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, 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 ACLS 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 ACLS. The arbiter shall determine the distribution of costs between parties.
7. Appeals to ACLS 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 AAAWM 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 AAAWM will be forwarded through the following process:
 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 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 AAAWM Board of Directors for an administrative hearing.

A copy of the request for an appeal shall be sent by the AAAWM to the Director of ACLS within seven (7) calendar days of receipt.

3. The Chairperson of the AAAWM 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 AAAWM Board of Directors or his/her designee will preside at the hearing. The Chairperson of the AAAWM Board of Directors may change the time and place of a hearing if seven (7) calendar days' notice is given to the parties involved.
5. The decision on an administrative appeal will be rendered, in writing, to the Service 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 ACLS 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 October 1 of the fiscal year.
- c. The assessment tool used by AAAWM and approved by ACLS 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.
 - 5) 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 the 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 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 ACLS, then AAAWM will notify the Service Partner once ACLS 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 the 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 the 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. AAAM must be provided with 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 AAAM if any questions arise regarding the applicability of this procedure to their project.

2.0 **Budget**

2.1 **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.

2.2 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.

2.3 Rate of Spending

Services funded in whole or in part with Older American Act or Kent County Senior Millage dollars must be made available by the Service Partner throughout the entire contract period. Ongoing communication between AAAM and the Service Partner regarding the rate of spending is crucial. AAAM 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 AAAM 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 anticipated and the Service Partner wishes to spend the money in a different manner for the same service;
- c. If over spending or over serving is anticipated and the Service Partner wishes to be considered for any redistribution of funds acquired by AAAM through the capture process.

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, AAAM can determine that funds should be captured; however, final decision rests with the AAAM 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 AAAWM 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 AAAWM.
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, AAAWM 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). 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, AAAWM requires accounting for and inventory of all non-expendable property costing \$1000 or more per unit.

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

- 1) A description of the equipment including manufacturer's model number
- 2) An identification number, such as manufacturer's serial number
- 3) Identification of the contract under which the recipient acquired the equipment
- 4) Information needed to calculate the AAAWM (Federal/State) share of the equipment

- 5) Acquisition date and unit acquisition cost
 - 6) Location, use, and condition of the equipment and the date the information was reported
 - 7) All pertinent information on the ultimate transfer, replacement, or disposition of the equipment
- b. An annual physical inventory of equipment shall be taken and the results reconciled with the property records to verify the existence, current utilization, and continued need for the equipment. Any difference between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences.
 - c. With the acquisition or disposal of any piece of property, the purchaser must notify his insurer. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. In the event of fire, theft, or other loss, the purchaser must notify AAAWM immediately after notifying the appropriate local officials.
 - d. All components of a "fabricated" piece of property must be inventoried. An example of this type of fabrication may be several microphones, a sound mixer, and a tape recorder, comprising a hearing recording system. Each component must be inventoried separately, though each component may cost less than \$1000.
 - e. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - f. For insurance purposes, the contract shall maintain a list of all non-expendable items. Non-expendable property items may include desks, tables, chairs, 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, ACLS, 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 six (6) 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 6-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 6-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 unobligated 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 financial examination (i.e. audit, review or agreed upon procedures) performed on contract operations. Service Partners receiving up to \$300,000 total in federal funding shall have a financial examination 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 related to OAA operation and a determination of their fairness and accuracy.
- c. The financial examination shall be performed in accordance with generally accepted standards in the United States of America applicable to the type of financial examination contracted. Where applicable, the audits will also meet those applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the U.S. Government Accountability Office. Where applicable, the audit will also meet the requirements of Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance). The auditors engaged by the Service Partner shall meet the criteria for qualification and independence in the relevant applicable standards and guidance.
- d. The purpose of the financial examination 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, ACLS Bureau, the federal Government, or any of their authorized representatives to conduct a financial examination of the Service Partner's operations at any time and for any reason or for no reason at all.
- 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 financial examination report, and a description of its resolution, shall be furnished to AAAWM upon request.

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 Care Management
- 3.0 Home Support
- 4.0 Information and Assistance
- 5.0 Options Counseling
- 6.0 Outreach and Assistance
- 7.0 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	Care Management
SERVICE NUMBER	2.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	Care Management (CM) is the provision of a comprehensive assessment, care plan development, periodic reassessment, and ongoing coordination and management of in-home and other supportive services to individuals aged 60 and over who are medically complex and at risk of, or in need of, nursing facility level of care due to functional and/or cognitive limitations. Using a person-centered planning process, services are brokered or directly purchased according to an agreed-upon service plan to assist the participant in maintaining independence. CM functions include assessment, service plan development, service arranging, follow up and monitoring, and reassessment. Activities are designed to enhance participant autonomy, respect participant preferences, support caregivers and promote efficient use of available resources. Activities shall be conducted in accordance with the established Adult and Aging Services Association (ACLS) CM Performance Criteria.
UNIT OF SERVICE	Initial Assessment and then a monthly fee to cover the ongoing monitoring required – minimum of monthly contacts by the SCs, periodic in-home reassessments, service adjustments and the POS billing

Minimum Standards

- 2.1 Medical eligibility for care management shall be determined using the MI Choice screen and assessment prior to an individual's enrolment in the CM program.
- 2.2 Care management functions shall be conducted by a multi-disciplinary team. A team may consist of a registered nurse and licensed social worker (as described within the Michigan Public Health Code) or be comprised of a registered nurse and an individual with a minimum of two years care manager experience.

- 2.3 Care managers shall establish and maintain a confidential record for each participant served. The record shall include, but not be limited to, the following information:
- a. Completed eligibility screen.
 - b. Completed assessment.
 - c. Consent to release confidential information.
 - d. Participant-approved person-centered service plan.
 - e. Service orders and instructions to providers.
 - f. Progress notes for documenting participant progress/status, contacts with participant, providers and others involved in caring for the participant.
 - g. Reassessment
 - h. Other documentation and correspondence sufficient to fully disclose the quantity, quality, appropriateness and timeliness of services provided.
- 2.4 MIChoice assessment and reassessment forms and protocols shall be utilized to assess an individual's abilities, health and physical functioning, living situation, informal support potential, and financial status.
- 2.5 A person-centered service plan, detailing the services to be arranged or purchased, shall be developed with the active involvement of the participant. Others, including family members and caregivers, may be involved as deemed appropriate by the participant. Assessment findings shall be incorporated within the service plan. Service plans shall be modified or adjusted based on reassessment findings or other changes in the participant's condition.
- 2.6 An in-person reassessment is conducted 90 days after the initial assessment.
- 2.7 An in-person reassessment is conducted 180 days after the previous reassessment or person-centered planning meeting with a redeveloped service plan. A reassessment is conducted sooner when there are significant changes in the individual's health or functional status.
- 2.8 Ongoing monitoring and follow-up shall be conducted to ensure the participant's health and safety, quality of care, and satisfaction with services.
- 2.9 Each program shall utilize an AAAWM approved data system to track participants, services and billing data.
- 2.10 Each program shall establish linkages with agencies providing long-term care support services within the program area (e.g., in-home service partners, Outreach and Assistance programs, MI Choice Waiver programs).

SERVICE NAME	Home Support
SERVICE NUMBER	3.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	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. 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.
UNIT OF SERVICE	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.

Minimum Standards

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

3.4 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.

3.5 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

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

Allowable Service Components

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

3.8 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.

- 3.9 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.
- 3.10 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 claims are submitted for purchased services.
- 3.11 Identification of unmet client needs – Home Support care managers document services not currently available to meet the needs of clients for service planning purposes.
- 3.12 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	Information and Assistance (I&A)
SERVICE NUMBER	4.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	Unbiased assistance in accessing resources to older adults and their caregivers including, but not limited to, finding and working with appropriate human service providers that can meet their needs, which may include: information-giving (e.g., listing the providers of a particular service category so an individual may make their own contact directly); referral (making contact with a particular provider on behalf of an individual)/person-centered advocacy (efforts that seek to meet individual needs); advocacy intervention (negotiating with a service provider on behalf of a client); and follow-up contacts with clients to ensure services have been provided and have met the respective service need.
UNIT OF SERVICE	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.

Minimum Standards

- 4.1 Each I&A program shall have a resource file, which is current and includes a listing of human service agencies, services available, pertinent information as to resources and ability to accept new clients, and eligibility requirements. The program shall be able to provide adequate information about community resources and agencies to all callers so they may make their own contact directly.
- 4.2 I&A can also include a warm handoff referral/person-centered advocacy. The term "warm handoff" originated in customer service and describes the process of a customer being connected to someone who can provide what he or she needs. This can occur either in person or via phone, between the I&A professional and the customer, or in front of the older adult or caregiver (and family if present).
- 4.3 Each program shall have bilingual personnel available and/or have the capacity to acquire interpretation services as necessary. Each I&A program is strongly encouraged to have materials in the most commonly spoken languages within the planning and service area (PSA). Additionally, each program must have the capacity to serve deaf and hard of hearing persons and visually impaired persons in a manner appropriate to their needs, such as through the Michigan Relay Center.

- 4.4 Where walk-in service is available, there shall be adequate space to ensure comfort and confidentiality to clientele during intake and interviewing.
- 4.5 Each program shall maintain records (for three years or until audit has been closed) of the nature of calls received, the agencies and/or organizations to which referrals/person- centered advocacy are made and the service for which referrals are made, the results of follow-up contacts, and any client files maintained. Such information regarding service transactions shall be reported to the Area Agency on Aging (AAA) upon request for monitoring and/or planning purposes.
- 4.6 A person-centered follow-up contact is encouraged for warm handoff referrals/person- centered advocacy, whether services are negotiated or not, within ten working days, to determine whether services were received, the identified need met, and client satisfaction. Additionally, each I&A program is required to have policies and procedures that address follow up for potential vulnerable adults, including mandated reporting of suspected abuse, neglect, or exploitation of an older adult as required by law. Follow-up contacts are not required for information-giving only contacts.
- 4.7 At least once per year, each program must determine the quality of I&A services provided through a sampling of no less than 10% of clients. Additionally, each I&A program is required to have policies and procedures that address how the I&A provider will evaluate the data, their processes for quality improvement, and the method utilized to share results with the AAA.
- 4.8 Each program shall demonstrate effective linkages with agencies providing long-term care support services within the program area (i.e., case coordination and support, care management, long-term care facilities, veteran services, and community-based Medicaid programs).
- 4.9 Older Americans Act (OAA) funded I&A providers must have the capacity to provide ongoing continuing education to their I&A staff.
- 4.10 OAA I&A providers are expected to foster coordination among, and collaboration with, other I&A providers and agencies supporting older adults within the PSA.
- 4.11 Each I&A program is encouraged to seek agency accreditation and employee certification from the Alliance for Information and Referral Systems (AIRS).
- 4.12 Each I&A program shall have a policy that addresses promptness of I&A functions, including the conditions under which timely follow up must be conducted.

SERVICE NAME	Options Counseling
SERVICE NUMBER	5.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	Options Counseling (OC) is an interactive and unbiased process that can help an older person, their family member, or their caregivers to receive options in their deliberations to make informed choices about long term supports and services
UNIT OF SERVICE	One unit per month when any OC activity is provided for an individual. One unit equals one individual each month regardless of number, length, or time of contacts within that month.

Minimum Standards

- 5.1 Each program shall employ staff with a minimum of an associate's degree in a human service field or who, by training or experience, have the ability and knowledge to provide information, assistance, supports, services options, linkages, and strategies for participants.
- 5.2 Program staff shall be knowledgeable of long-term care support options available within the planning and service area (PSA).
- 5.3 Each program shall develop a network of community resources and resource information, including non-traditional services and assistance, in order to meet non-traditional service needs and requests.
- 5.4 Each program shall maintain linkages with Older Americans Act funded Information and Assistance programs within their PSA and establish protocols to identify potential participants for referral (making contact with a particular provider on behalf of an individual)/person-centered advocacy (efforts that seek to meet individual needs).
- 5.6 Each program shall demonstrate effective linkages with agencies providing long-term care support services within the program area (i.e., case coordination and support, care management, long-term care facilities, veteran services, and community-based Medicaid programs).
- 5.7 An initial screening via a personal interview (either in person or by phone) shall be provided that includes the participant (and/or their representative and/or family caregiver as indicated by the participant) to learn about the person's values, strengths, preferences, concerns, and available resources that they may use for long-term support services.
- 5.8 Program staff shall explore with participants potential resources to assist participants with long-term services and supports, including informal support, privately funded

SERVICE NAME	Outreach and Assistance
SERVICE NUMBER	6.0
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.

services, publicly funded services, and available benefits, among others.

Minimum Standards

- 6.1 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.

Allowable Service Components

- 6.1
- 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.

SERVICE NAME	Transportation
SERVICE NUMBER	7.0
SERVICE CATEGORY	Access
SERVICE DEFINITION	Centrally organized services for transportation of eligible persons to and from community facilities in order to receive services, reduces isolation, and otherwise promote independent living.
UNIT OF SERVICE	One, one-way trip per person, or one educational session.

Minimum Standards

- 7.1 Older Americans Act (OAA) funds may be used to fund all or part of the operational costs of transportation programs based on the following modes:
- a. Demand/Response: Characterized by scheduling of vehicles to provide door-to-door or curb-to-curb service on demand. The program may include a passenger assistance component.
 - 1) Route Deviation Variation: Where a normally fixed-route vehicle leaves scheduled route upon request to pick up the client.
 - 2) Flexible Routing Variation: Where routes are constantly modified to accommodate service requests.
 - b. Public Transit Reimbursement: Characterized by partial or full payment of the cost for an eligible person to use an available public transit system. (Either fixed route or demand/response.) The program may include a passenger assistance component.
 - c. 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.
 - d. 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.
- 7.2 OAA funds may not be used for the purchase or lease of vehicles for providing transportation services, unless approved in writing by the Bureau of Aging, Community Living, and Supports.

- 7.3 All drivers and vehicles used for transportation programs supported all in part by the Older Americans Act funds must be appropriately licensed and inspected annually 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.
- 7.4 All drivers for transportation programs supported entirely or in part by OAA funds shall 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.
- 7.5 All drivers for transportation programs supported entirely or in part by OAA funds shall be trained to cope with medical emergencies, unless expressly prohibited by a labor contract or insurance policy.
- 7.6 Each eligible person is allowed one (1) paid or unpaid care attendant to accompany them on each trip.
- 7.7 Each program shall operate in compliance with MCL 257.710e regarding seat belt usage.
- 7.8 Each program shall attempt to receive reimbursement from other funding sources, as appropriate and available. Examples include, but are not limited to, the American Cancer Society, Veterans Administration, Michigan Department of Health and Human Services, United Way, Department of Transportation programs, etc. Within a respective planning and service area, 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 the Michigan Commission on Services to the Aging 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
- 3.0 Caregiver Supplemental Services
- 4.0 Caregiver Support Groups
- 5.0 Caregiver Training
- 6.0 Disease Prevention/ Health Promotion
- 7.0 Kinship Support Services
- 8.0 Legal Assistance
- 9.0 Long Term Care Ombudsman/Advocacy
- 10.0 Programs for Prevention of Elder Abuse, Neglect, and Exploitation
- 11.0 Senior Center Staffing

SERVICE NAME	Adult Day Services
SERVICE NUMBER	1.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Adult Day Services provides respite to caregivers. Daytime care of any part of a day but less than 24-hour care for adults with functional and/or cognitive impairment, including dementia provided through a structured program of social and rehabilitative and/or maintenance services in a supportive group setting other than the participant's and/or caregiver's home. Adult Day Services (ADS) provide meaningful activity, socialization, and enrichment opportunities for eligible participants to help; maximize optimal functioning, promote community living for as long as possible, and delay placement into nursing home or other institutional settings.
UNIT OF SERVICE	1 hour.

Minimum Standards

- 1.1 Each program shall establish written eligibility criteria, which will include at minimum that participants:
- May require ongoing supervision in order to live in their own homes or the home of a primary caregiver
 - May require a substitute caregiver while their primary caregiver needs relief, or is otherwise unavailable
 - May have difficulty or be unable to perform activities of daily living (ADLs) without assistance
 - May be socially isolated, lonely and/or distressed as the result of declining social activity
 - May have frequent hospitalizations or emergency room visits
 - May be at risk of placement into an institutional setting due to functional level and/or caregiver stress/burnout
 - May have a dementia related diagnosis, display symptoms of a dementia, or are living with a chronic health condition. A physician's diagnosis is recommended.
 - Must be capable of leaving their residence, with assistance, in order to receive Adult Day Services

- i. May 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 AAAWM approval
- 1.3 Each program shall have uniform preliminary screening procedures and maintain consistent records. Such screening may be conducted over the telephone or virtually. Records for each potential participant shall include at a minimum:
 - a. The individual's name, address, and telephone number
 - b. The individual's age or birth date
 - c. The name, address, and telephone number of the emergency contact
 - d. Disabilities, or other diagnosed medical conditions
 - e. Perceived supportive service needs as expressed by the participant and/or caregiver
 - f. Race and gender identity (Optional at preliminary screen)
- 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 and/or verify 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) Date of birth
 - 3) Sexual orientation, gender identity
 - 4) Marital status
 - 5) Race and/or ethnicity
 - 6) Living arrangements
 - 7) Condition of home environment, if known

- 8) Income and expenses, by source
- 9) Previous occupation(s), special interests, and hobbies
- 10) Religious affiliation (optional)
- 11) Emergency contact(s)
- 12) Medical/health insurance and long-term care insurance information
- 13) Guardianship documents, if applicable

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 (ADLs) and instrumental activities of daily living (IADLs)
- 9) History of chronic and acute illnesses
- 10) List of medications (prescription, over the counter, supplements, herbal remedies)
- 11) Physician orders, if applicable
- 12) Eating patterns (diet history) and special dietary needs

c. Supporting Resources

- 1) Physician's name, address, and telephone number
- 2) Preferred pharmacy name, address, and telephone number
- 3) Services currently receiving
- 4) Extent of family and/or informal support network

- 5) Hospitalization history
 - 6) Preferred hospital
 - 7) Faith-based support contact name and telephone number
 - d. Need Identification
 - 1) Participant perceived
 - 2) Caregiver perceived
 - 3) Assessor perceived
 - e. Admission to the program may be determined through assessment, a trial visit, or recommendation/referral.
 - f. Caregiver Information and Assessment
 - 1) Caregiver information, such as the NAPIS data set, must be updated on a yearly basis.
 - 2) Each program is encouraged to use the Modified Caregiver Strain Index on a yearly basis as appropriate.
- 1.4 A service plan shall be developed for each individual admitted to an Adult Day Service program. The service plan must be developed in cooperation with, and be approved by, the participant, the participant's guardian, or designated representative. The service plan shall contain at a minimum:
- a. A statement of the client's 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 standard and optional program services to be provided
 - e. Treatment orders of qualified health professionals, when applicable
 - f. A statement of medications being administered to participant or that the participant is reminded to take while in the program
 - g. Persons demonstrating significant impairments in cognition, communication, and personal care activities of daily living may require one or more of the following:

- 1) Modifications in environmental cues, communication approach, and task breakdown to enhance comprehension and participation in identified activities
 - 2) Supervision to maintain personal safety
 - 3) Hands-on assistance to perform activities of toileting, grooming, and hygiene
- 1.5 Each program shall have a written policy/procedure to govern the development, implementation, and management of service plans. Each participant is to be reassessed every six months to determine the results of implementation of the service plan. If observation indicates a change in participant status, a reassessment may be necessary before six (6) months have passed.
- 1.6 Each program shall maintain comprehensive and complete participant files, to be kept confidential and in controlled access storage, which include at a minimum:
 - a. Details of participant's referral to Adult Day Services
 - b. Emergency contact
 - c. Recent photograph of participant
 - d. Information gathered from preliminary screening
 - e. Assessment of participant's need or copy of assessment (and reassessments) from the referring program, if applicable
 - f. Service plan with notation and date of any revisions
 - g. Record of participant attendance
 - h. Monthly progress notes of participant status including maintenance, decline, or improvement
 - i. Documentation of all medications taken on premises, including:
 - 1) The name of each medication
 - 2) The dosage, frequency, and time each medication is to be taken
 - 3) Actual time each medication dosage is taken and initials of staff person administering or reminding
 - 4) Reason given by the participant if medication is refused
 - 5) Reason for each administration of prescribed PRN medication

- 6) Medications must be administered from original pharmacy labeled package
 - j. Documentation of standard and optional services provided to the participant
 - k. Each program shall have a signed release of information form that is time-limited and specific to the information being released
- 1.7 Each Adult Day Service shall provide directly or arrange for the provision of the following standard services for the participant.
- a. Transportation
 - b. Personal care: consisting of assistance with ADLs as specified in the participant service plan
 - c. Programs/Activities: An array of planned activities suited to the needs and preferences of the participants designed to encourage physical exercise, maintain or restore abilities, prevent deterioration, and offer social interaction. Activity choices should be person-centered and allow for each individual to decide whether or not to participate. If a participant declines an activity, an alternative should be offered.
 - d. 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 or snacks 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.
 - 1) For meal provision within the Adult Day Services setting, Title III-C-1 (OAA congregate meals funding) and state congregate meal funding may only be used as specified in the ACLS Bureau Operating Standards for Services Programs General Requirements for Nutrition Service Programs and C-3 Congregate Meals Service Standard
 - e. The program shall demonstrate awareness of and offer referrals to other caregiver supports and services as needed.
- 1.8 Each Adult Day Service may provide directly or arrange for the provision of the following optional services for the participant. 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. Nursing services: provided by a licensed RN, or by a licensed LPN under RN supervision, or by another staff person under RN direction and supervision
 - 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
- 1.9 Each ADS program shall establish a written policy for medication management and must designate which staff are trained and authorized to administer medications. The medication management policy, which must include a medication training program, must be approved by a registered nurse, physician, or pharmacist. Licensed nurses are required to oversee medication administration but administering medications can be a delegated task performed by trained staff.
- a. Written consent from the participant, or participant's guardian, or designated representative, for assistance when taking medications
 - b. Verification of medication regimen, including prescriptions and dosages
 - 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. Proper disposal of unused medications
 - g. Instructions for entering medication information in participant files, including times and frequency of assistance.
- 1.10 Each partner must establish a written policy/procedure for discharging individuals from the program that 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 participant
- 1.11 Each program shall employ a program director/manager with a minimum of a bachelor's degree or applicable knowledge and experience
- 1.12 At least two staff members must be present on the premises whenever two or more participants are in the ADS facility. Volunteers may be counted toward the staffing minimums if they have received the same level of training as paid staff. The program shall continually provide support staff at a minimum of one staff person for each five participants.
- 1.13 Program staff shall be provided with an orientation training that includes topics specified in the *General Requirements for All Service Programs* and the following:
- a. Introduction to the program
 - b. The Aging Network
 - c. Maintenance of records and files (as appropriate)
 - d. The aging process
 - e. Ethics
 - f. Emergency procedures
 - g. Diversity, equity, and inclusion
 - h. Normal aging vs. disease symptoms
 - i. Techniques for effective communication with program participants
 - j. Adult Protective Services law and mandated employee reporting requirements
 - k. Participant rights and responsibilities
 - l. Assessment and management of responsive behavior
 - m. Blood borne pathogens and universal precautions
 - n. Confidentiality/HIPAA
 - o. First Aid and CPR/AED
 - p. Training to understand, respond to, and address the needs of participants with Alzheimer's disease and other dementias. Including but not limited to:
 - 1) Explanation of Alzheimer's disease and other dementias and their progression
 - 2) Assessing and managing responsive behavior

- 3) Communication approaches and techniques
- 4) Effect of environmental factors on the participant
- 5) Impact of the disease on family caregivers

It is recommended that initial training programs include the following:

- a. Impact of caregiver stress
 - b. Regional caregiver supportive services
 - c. Therapeutic 1:1 and small group engagement
 - d. Physical care techniques related to activities of daily living
 - e. Food safety
 - f. Information and referral resources in the event of a crisis situation such as:
 - 1) Illness or death of the primary caregiver
 - 2) Suicidal ideation of the caregiver or participant
 - 3) Adverse incident during the delivery of service
- 1.14 Program staff shall be provided in-service training at least twice each year. One training per year shall be focused on caregiving for persons with dementia. Additional trainings may include updates, and refresher trainings on any of the above listed orientation training topics, or other pertinent topics related to Adult Day Services which increase staff knowledge and understanding while incorporating new developments and advancements in geriatric and dementia care. Records shall be maintained which identify dates of training, topics covered, and persons attending.
- 1.15 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 all vehicles used shall be appropriately insured.
 - b. Each program shall develop standards regarding criteria for safe driving records of persons responsible for providing transportation.
 - c. The program will ensure there is a written plan for safe transport that is part of the participant's service plan. This may include any level of assistance: on and off the vehicle, curb to curb, door to door, or door to in-home
- 1.16 A monthly calendar of activities must be prepared and posted in a visible place.
- 1.17 Each program shall have written policies and procedures that address medical emergencies. Each program shall have first aid supplies available at the service center. A staff person certified in first aid procedures, including CPR, shall be present at all times participants are in the service center. It is recommended that programs have an AED present and in good working condition.

- 1.18 Each program shall have written policies and procedures that address emergency situations, Procedures for evacuation shall be posted in each room of the service center. Practice evacuation and tornado drills shall be conducted at least once every six months. The program shall maintain a record of all practice drills.
- 1.19 Each service center must have the following furnishings:
- a. At least one straight back or sturdy non-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. Locked storage space is to be made available at the request of a participant or the participant's guardian or designated representative
 - e. Tables for both ambulatory and non-ambulatory participants
 - f. A telephone accessible to all participants
 - g. Special equipment as needed to assist persons with disabilities
 - h. Bathroom facilities to accommodate persons with disabilities. A minimum of one toilet per ten participants is recommended.
 - i. Adequate space for safe arrival and departure
 - j. All equipment and furnishings in use shall be maintained in safe and functional condition.
- 1.20 Each service center shall demonstrate that it is in compliance with fire safety standards and the Michigan Food Code.
- 1.21 If transporting clients, the following guidelines must be followed:
- a. 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.
 - b. All paid staff 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.

- c. 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.
- d. Each program must operate in compliance with the state of MI P.A. 1 of 1985 regarding seat belt usage.
- e. 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	Caregiver Education
SERVICE NUMBER	2.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Contacts with a group of older adults, their caregivers, or the general public, to inform them of caregiver services or resources available within their communities. Examples include but are not limited to, health fairs, publications, newsletters, brochures, caregiver conferences, publicity or mass media campaigns, and other similar informational activities. These activities are directed at groups and large audiences of caregivers.
UNIT OF SERVICE	Activity

Minimum Standards

- 2.1 Each program must maintain linkage with community focal points, and respite care programs, as available, in the planning and service area to help facilitate opportunities for caregivers to participate in education programs. Respite care may be provided to enable caregiver participation, as an additional service, in conjunction with caregiver education programs.
- 2.2 Program leaders shall be educated in topics being presented.
- 2.3 Caregiver education activities may be provided in community settings, virtually, or online through self-guided programs

SERVICE NAME	Caregiver Supplemental Services
SERVICE NUMBER	3.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	A program intended to provide goods and services to compliment the care provided by caregivers in response to needs that cannot otherwise be met.
UNIT OF SERVICE	One good or service purchased

Minimum Standards

- 3.1 Each program must maintain linkage with community focal points, as available, within the PSA.
- 3.2 Programs may offer Caregiver Supplemental Services to caregivers of any age when the care recipient is aged 60 or over and is unable to perform at least two activities of daily living or requires substantial supervision due to a cognitive or other mental impairment.
- 3.3 Programs may offer Caregiver Supplemental Services to individuals ages 55 and over who are kinship caregivers.
- 3.4 Payments directly to family caregivers are not permitted. Reimbursement for allowable expenses may be made with proof of purchase.

SERVICE NAME	Caregiver Support Groups
SERVICE NUMBER	4.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	A service that is led by a trained individual, moderator, or professional, to facilitate discussions on common experiences, concerns of caregivers, and to develop a mutual support system. Support groups are typically held on a regularly scheduled basis and may be conducted in person, over the telephone, or online.
UNIT OF SERVICE	Session

Minimum Standards

- 4.1 Each program must maintain linkage with community focal points, and respite care programs, as available, in the planning and service area to help facilitate opportunities for caregivers to participate in group support programs. Respite care may be provided to enable caregiver participation, as an additional service, in conjunction with caregiver support programs.
- 4.2 Program leaders shall be educated in caregiver support.
- 4.3 Services may be provided in community settings and/or virtually.

SERVICE NAME	Caregiver Training
SERVICE NUMBER	5.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	A service that provides instruction to improve knowledge and performance of specific skills relating to caregiving roles and responsibilities. Skills may include, but are not limited to, activities related to health, nutrition, financial management, personal care, and/or communication.
UNIT OF SERVICE	One hour of training

Minimum Standards

- 5.1 Each program must maintain linkage with community focal points, and respite care programs, as available, in the planning and service area to help facilitate opportunities for caregivers to participate in training programs. Respite care may be provided to enable caregiver participation, as an additional service, in conjunction with caregiver training programs.
- 5.2 Program leaders shall be educated in caregiver training topics being presented.
- 5.3 Caregiver training programs may be provided to individuals as well as in group settings. Services may be provided in the community, in-home settings and/or virtually.

SERVICE NAME	Disease Prevention/Health Promotion
SERVICE NUMBER	6.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	A service program that provides information and support to older individuals with the intent of assisting them in avoiding illness and improving health status. Allowable programs must be evidence based for adults and approved by AAAWM: *Definition of evidence-based programming is, the program has undergone experimental or quasi-experimental design AND, ▪ 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

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 Disease prevention and health promotion services should be provided at locations and in facilities convenient to older participants.

SERVICE NAME	Kinship Support Services
SERVICE NUMBER	7.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Provision of any caregiver service(s) for Kinship Caregivers as described in #2 below.
UNIT OF SERVICE	Determined by Service Delivered

Minimum Standards

- 7.1 Kinship Caregivers must meet one of the following criteria (as described in the Older Americans Act Section 372 (a) (4)):
- a) Individuals aged 55 and older who live with and are the primary caregiver for children not more than 18 years of age
 - b) Relatives, including parents, aged 55 and older who live with and are the primary caregiver for adults ages 18-59 with disabilities
- 7.2 The following services may be provided:
- a) Caregiver Information and Assistance
 - b) Caregiver Support Groups
 - c) Caregiver Training
 - d) Caregiver Education
 - e) Caregiver Outreach
 - f) Respite Care
 - g) Caregiver Supplemental Services
 - h) Caregiver Counseling Services
 - i) Caregiver Case Management

SERVICE NAME	Legal Assistance
SERVICE NUMBER	8.0
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.

Minimum Standards

- 8.1 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 (ACLS).
- 8.2 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.
- 8.3 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.
- 8.4 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).
- 8.5 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.

- 8.6 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, ACLS, MPLP and other programs offering technical assistance to legal providers.
- 8.7 Each legal assistance program shall provide assurance that it operates in compliance with the OAA, as set forth in 45 CFR Section 1321.71.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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.
- 8.12 Each legal assistance program should participate in elder law training and technical assistance activities.
- 8.13 Each legal assistance program shall report program data through the Legal Services Information System (LSI) application of ACLS'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. AAAWM will utilize the LSI to retrieve needed legal services program data along with the any required client demographic data required of all Service Partners.

Allowable Service Components

- 8.14 Intake - The initial interview to collect demographic data and identification of the clients' legal difficulties and questions.

- 8.15 Advice and Counsel - Where the client is offered an informed opinion, possible course of action and clarifications of his/her rights under the law.
- 8.16 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.
- 8.17 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.
- 8.18 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.
- 8.19 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.
- 8.20 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.
- 8.21 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.
- 8.22 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.

Partner Qualifications

- 8.23 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.

SERVICE NAME	Long Term Care Ombudsman/Advocacy
SERVICE NUMBER	9.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	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: 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.

Minimum Standards

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

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.

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.
- 9.2 Each program must maintain the confidentiality of client identity and client records in accordance with policies issued SLTCO.
- 9.3 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.
- 9.4 Each program shall maintain working relationships with ACLS-funded Care Management and Michigan Department of Community Health HCBS/ED Waiver projects operating in the project service area.
- 9.5 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.

- 9.6 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.
- 9.7 Each program shall develop and maintain, for the purposes of coordination, relationships with state and local law enforcement agencies and courts of competent jurisdiction.
- 9.8 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.
- 9.9 Each program shall be able to demonstrate working relationships with local offices of the Department of Human Services and local county public health agencies.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 Each program shall maintain a financial management system that fully and accurately accounts for the use of, all funds received from ACLS and AAAWM.
- 9.14 Each program shall comply with Long Term Care Ombudsman/Advocacy Operating Standards and SLTCO program policy standards.

Appendix H- Reference Transmittal Letter #2025-130 (replaces TL #2007-130)

SERVICE NAME	Programs for Prevention of Elder Abuse, Neglect, and Exploitation
SERVICE NUMBER	10.0
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

- 10.1 Professional/paraprofessional training, community outreach, public education, case consultation, and/or interdisciplinary teams must be implemented through a coordinated, interagency approach.
- 10.2 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	Senior Center Staffing
SERVICE NUMBER	11.0
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.
UNIT OF SERVICE	Each hour of staff time worked.

Minimum Standards

- 11.1 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)
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.)

Older Americans Act

II. Specific Service Requirements

C. In-Home Services

- 1.0 General Requirements
- 2.0 Assistive Devices and Technologies
- 3.0 Community Living Supports
- 4.0 Homemaker
- 5.0 Medication Management
- 6.0 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 Health and Human Services (MDHHS) 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 MDHHS.

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 the established criteria for each respective service category. If an individual is found to be ineligible, the reason(s) is/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 MDHHS.

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 ACLS; records must contain a listing of all contacts (dates) paid for with funds from ACLS, 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	Assistive Devices and Technologies
SERVICE NUMBER	2.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	A service that provides assistive devices and technologies which enable individuals to live independently in the community according to their preferences, choices and abilities. This service helps individuals to learn about and acquire devices, equipment and supporting technologies that assist in the conduct of activities of daily living. Such devices may include, but are not limited to: Personal Emergency Response Systems (PERS), wheelchairs, walkers, lifts, medication dispensers, etc.
UNIT OF SERVICE	One device, plus installation and training as appropriate, provided to a program participant.

Minimum Standards

- 2.1 Each program must coordinate with other appropriate service providers in the community in order to avoid unnecessary duplication of services.
- 2.2 All devices installed must conform to local building codes, as applicable, and meet respective UL® safety standards.
- 2.3 Funds awarded for assistive devices and technologies may be used for labor costs and to purchase devices to be installed.
- 2.4 With regard to Personal Emergency Response Systems (PERS), the following additional requirements must be met:
 - a. Equipment used must be approved by the Federal Communication Commission and must meet UL® safety standards specifications for Home Health Signaling 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. Provider will furnish each responder with written instructions and provide training as appropriate.
- f. Provider will verify responder and contact names semi-annually to assure current and continued participation.
- g. Provider will assure at least monthly testing of the PERS unit to assure continued functioning.
- h. Provider 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.
- i. Provider will maintain individual participant records that include the following:
 - 1) Service order.
 - 2) Record of service delivery, including documentation of delivery and installation of equipment, participant orientation, and monthly testing.
 - 3) List of emergency responders.
 - 4) Case log documenting participant and responder contacts.

SERVICE NAME	Community Living Supports
SERVICE NUMBER	3.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	Promotion of an individual's reasonable participation within their local community by facilitating independence through provision of community living supports. Community Living Supports include: A. Assisting, reminding, cueing, observing, guiding and/or training in the following activities: 1) meal preparation, 2) laundry, 3) routine, seasonal, and heavy household care maintenance, 4) activities of daily living such as bathing, eating, dressing, personal hygiene, and 5) shopping for food and other necessities of daily living. B. Assistance, support and/or guidance with such activities as: 1) money management, 2) non-medical care (not requiring RN or MD intervention, 3) social participation, relationship maintenance, and building community connections to reduce personal isolation, 4) transportation from the participant's residence to community activities, among community activities, and from the community activities back to the participant's residence, 5) participation in regular community activities incidental to meeting the individual's community living preferences, 6) attendance at medical appointments, and 7) acquiring or procuring goods and services necessary for home and community living, in response to needs that cannot otherwise be met. C. Reminding, cueing, observing and/or monitoring of medication administration. D. Provision of respite as required by participant's caregiver. Note: Social/emotional support of participant may be offered in conjunction with assistance provided.
UNIT OF SERVICE	Fifteen minutes spent performing Community Living Supports activities.

Minimum Standards

- 3.1 Each program shall maintain linkages and develop referral protocols with each Options Counseling (OC), Case Coordination and Support (CCS), Care Management (CM), and MIChoice Waiver program operating in the project area.
- 3.2 All workers performing Community Living Supports services shall meet the respective applicable minimum requirements set forth for the ACLS service(s) provided (Personal Care, Homemaker, Home Health Aide, Medication Management, Transportation and Respite). Completion of a Certified Nursing Assistant (CNA) training course by each worker is strongly recommended.
- 3.3 Community Living Supports workers shall have previous relevant experience or training and skills in housekeeping, household management, good health practices, observation, reporting, and recording client information. Additionally, skill, knowledge and/or experience with food preparation, safe food handling procedures, and identifying and reporting abuse and neglect are highly desirable.
- 3.4 Required in-service training for all community living supports workers includes; safety, sanitation, emergency procedures, body mechanics, universal precautions, and household management.
- 3.5 The care management agency or provider agency must train each worker to perform properly each task required for each participant the worker serves before delivering the service to that participant. The supervisor must ensure that each worker competently and confidently performs every task assigned for each participant served.
- 3.6 If Community Living Supports workers perform higher-level, non-invasive tasks (such as maintenance of catheters and feeding tubes, colostomy bags, minor dressing changes, and wound care) they must be individually trained by the supervising RN for each participant who requires such care. The supervising RN must ensure each worker's confidence and competence in the performance of each task required

SERVICE NAME	Homemaker
SERVICE NUMBER	4.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	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: • 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 (Note: Social/emotional support of client may be offered in conjunction with other allowable tasks.)
UNIT OF SERVICE	One hour spent performing allowable homemaking activities.

Minimum Standards

- 4.1 Each program must have written eligibility criteria.
- 4.2 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.
- 4.3 Required in-service training topics include safety, sanitation, household management, and nutrition and meal preparation.
- 4.4 If transporting clients for grocery shopping or other errands, the following guidelines must be followed:

- 4.5 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.
- 4.6 All paid staff 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.
- 4.7 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.
- 4.8 Each program must operate in compliance with the state of MI P.A. 1 of 1985 regarding seat belt usage.
- 4.9 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	Medication Management
SERVICE NUMBER	5.0
SERVICE CATEGORY	In-Home
SERVICE DEFINITION	Direct assistance in managing the use of both prescription and over the counter (OTC) medication. Allowable program components include: • 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.

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 staff who are Licensed Practical Nurses or Registered Nurses.
- 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.
- 5.3 Each program shall implement a procedure for notifying the client's physician(s) of all medications being managed.
- 5.4 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/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, giving pills and injections). Program staff performing level 3 services shall be delegated by the supervising nurse.

- 5.5 The program shall maintain an individual medication log for each client that contains the following information:
- i. Each medication being taken.
 - ii. The dosage for each medication.
 - iii. Label instructions for use for each medication.
 - iv. Level of service provided and initials of person providing service.
 - v. Date and time for each time services are provided.
- 5.6 The program shall report any change in a client's condition to the client's physician(s) immediately.

SERVICE NAME	Respite Care
SERVICE NUMBER	6.0
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

- 6.1 Each program must establish written eligibility criteria which include at a minimum:
- i. 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
 - ii. 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.
- 6.2 Respite care services include:
- i. Attendant care (client not bed-bound) – companionship, supervision and/or assistance with toileting, eating, and ambulation and,
 - ii. Basic Care (client may or may not be bed-bound) - assistance with ADLs, routine exercise regimen, and assistance with self- medication.
 - iii. 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.

- 6.3 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 (annually) as required by the Secretary of State and all vehicles used must be covered by liability insurance.
 2. 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.
 3. 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.
 4. 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.
 5. Each program must operate in compliance with the state of MI P.A. 1 of 1985 regarding seat belt usage.
 6. 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.
- 6.4 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.
- 6.5 An emergency notification plan shall be developed for each client, in conjunction with the client's primary caregiver.
- 6.6 Each program shall establish written procedures to govern the assistance to be given participants in taking medications which includes at a minimum:

- 6.7 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.
- i. Verification of prescriptions and dosages. All medications shall be maintained in their original, labeled containers.
 - ii. Instructions for entering medications information in client files, including times and frequency of assistance.
 - iii. 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.

Older Americans Act

II. Specific Service Requirements

D. Nutrition Services

1.0 Nutrition Services General Requirements

2.0 Congregate Meals

3.0 Home Delivered Meals

4.0 Nutrition Education

D. Nutrition Services

1.0 General Requirements for Nutrition Programs for the Elderly

The Michigan Department of Health and Human Services, Bureau of Aging, Community Living, and Supports (ACLS) encourages nutrition partners to operate nutrition programs for older adults that allow for choice and flexibility, while maintaining federal and state standards and requirements. The meals should include key nutrients and follow dietary recommendations that relate to lessening chronic disease and improving the health of older Michiganders. Diabetes, hypertension, and obesity are three of the most prevalent chronic conditions among all adults in Michigan. Special attention should be paid to nutritional factors that can help prevent and manage these and other chronic conditions.

1.1 Business Practices

- a. Nutrition partners must be able to produce a nutrient analysis for a meal when requested by ACLS, AAAWM, a participant, a participant's family member, or medical provider. Nutrition analysis does not have to be listed on the menu. All nutrition providers should purchase, or have access to an electronic nutritional analysis program. Providers may use up to \$1,000 in state or federal nutrition funds to purchase or maintain such a program. Local funds may be used if the costs exceed \$1,000.
- b. A record of the menu actually served each day shall be maintained for each fiscal year's operation.
- c. 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 other cumulative reports on food and meal costs as requested.

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

1. Raw Food – All costs of acquiring foodstuff to be used in the program.

2. Labor – 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
 3. Equipment – All expenditures for items with a useful life of more than one year and an acquisition cost of greater than \$5,000.
 4. Supplies – All expenditures for items with a useful life of less than one year with an acquisition cost of less than \$5,000.
 5. Utilities – All expenditures for gas, electricity, water, sewer, waste disposal, etc.
 6. 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.
- d. Each program shall provide or arrange for monthly nutrition education sessions at each meal site and as appropriate to home-delivered meal participants. Emphasis should focus on giving the participant the information and tools to make food choices in relation to health and wellness, and to any chronic diseases they may have, including making choices at the meal site, at home, and when they eat out. Educational sessions should be encouraging and informative, as well as encourage participants to take responsibility for the food choices they make throughout the day.

Topics shall include, but not be limited to, food, nutrition, and wellness issues. Nutrition education materials must come from reputable sources. Questions pertaining to appropriateness of materials and presenters are to be directed to the staff dietitian, regional dietitian or Dietetic Technician, Registered (DTR). 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 English proficiency. At least once per year, the following topics must be covered:

- How food choices affect chronic illnesses
 - Food safety at home and when dining out
 - Food choices at home
 - Emergency preparedness- what to have on hand
- e. Compliance with these standards will be part of the nutrition assessment done by AAAWM.
- f. 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.
- g. All Staff and volunteers must undergo a background check. (Operating Standards for Area Agencies on Aging (AAA) Indicator #7, Standard B-3, and Transmittal Letter 2012-253). This includes persons who are delivering meals as a special event, or fund-raiser, or any other occasion whereas they would only be delivering a few times. If a group of volunteers from a business or agency participates in the meal delivery representing that business or agency, arrangements may be made for the business or agency to certify that background checks have been completed for their employees, and only no/low risk employees have been cleared to participate.

Nutrition providers may waive the background check requirement for volunteers who are under the age of 18 and/or those that are packing meals or doing other activities that do not involve direct contact with a meal program participant and are under the supervision of nutrition provider staff and/or adult leaders.

1.2 Menu Development

- a. Meals may be presented hot, cold, frozen or shelf-stable and shall conform to the most current edition of the USDA Dietary Guidelines for Americans (DGA) and the AASA Nutrition Standards.
- b. Each program shall utilize a menu development process, which places priority on healthy choices and creativity, and includes at a minimum:
1. Use of written or electronic standardized recipes.
 2. Provision for review and approval of all menus by one of the following: a registered dietitian (RD) or an individual who is dietitian registration eligible, or a DTR.

3. 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.
 4. Modified diets menus may be provided, where feasible and appropriate, which take into consideration participant choice, health, religious and ethnic diet preferences.
- c. 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 and all updates 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 and Rural Development. A trained and certified staff member may be required at satellite serving and packing sites. Please refer to your local Health Department for local regulations on this issue.

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).

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 <http://www.michigan.gov/MDARD>.

Each program shall use standardized portion control procedures to ensure that each meal served is uniform. At the request of a participant, standard portions may be altered or less may be served than the standard serving size. A participant may refuse one or more items. Less than standard portions shall not be served in order to “stretch” available food to serve additional persons.

- d. Each program shall implement procedures designed to minimize waste of food (leftovers/uneaten meals).
- 1.3 AAAWM may adjust the number of nutrition grantees to meet the needs of the region.
 - 1.4 Each meal program is encouraged to use volunteers, as feasible, in program operations.
 - 1.5 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 AAAWM, 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, but not limited to, home delivered meals maintaining a daily or weekly route sheet signed by the driver which identifies the participant’s name, address, and number of meals served to them each day.
 - 1.6 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.
 - 1.7 Nutrition Services Incentive Program (NSIP) – AAAWM nutrition partners are eligible to participate in 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 eligible 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 AAAs based on the number of NSIP-eligible meals served by all AAAs 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 are served at a congregate or home-delivered meal setting.

Meals that do not count toward NSIP funding include:

1. Medicaid (MI-CHOICE Waiver) adult day care meals;
2. Adult day care meals for which Child and Adult Care Food Program (7 CFR Part 226) funds have been claimed;
3. Meals funded by Title IIIE served to caregivers under the age of 60; and
4. Meals served to individuals under age 60 who pay the full price for the meal.

1.8 Each AAAWM NSIP-only (non-AAA funded) meal site must have the following:

1. A signed contract or Memorandum of Agreement in place detailing the nutrition requirements for the meal.
2. The mechanism for distributing NSIP only funds; e.g. per meal rate, percentage of total
3. Written plan for assessment of site based on Title IIIC requirements.

1.9 Each nutrition partner shall carry product liability insurance sufficient to cover its operation.

1.10 Each program with input from program participants shall a suggested donation amount that is to be posted at each meal site and provided to HDM participants. The program may establish a suggested donation scaled based on income ranted, if approved by AAAWM. Volunteers under the age of 60 who receive meals shall be afforded the opportunity to donate toward the cost of the meal received.

1.11 Program income from participant donations must be used in accordance with the additive alternative, as described in the Code of Federal Regulations (CFR). Under this alternative, the income is used in addition to the grant funds awarded to the provider and used for the purposes and under the conditions of the contract. Use of program income is approved by AAAWM as part of the budget process.

1.12 Each program shall be allowed to accept donations for the program as long as the following apply:

- a. The method of solicitation for the donations is non-coercive.
- b. No qualified person is turned away for not contributing.

- c. The privacy of each person with respect to donations is protected.
 - d. There are written procedures in place for handling all donations which includes at a minimum:
 - 1. Daily counting and recording of all receipts by two individuals.
 - 2. Provisions for sealing, written acknowledgement and transporting of daily receipts to either deposit in a financial institution or secure storage until a deposit can be arranged.
 - 3. Reconciliation of deposit receipts and daily collection records by someone other than the depositor or counter.
- 1.13 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 participant in utilizing Supplemental Nutrition Assistance Program, (SNAP, formerly known as 'food stamps') benefits as participant donations to the program.
- 1.14 Programs shall not use funds from ACLS (federal and state) to purchase vitamins or other dietary supplements.
- 1.15 Complaints from participants should be referred to the nutrition partner that hosts the site or manages the HDMs. Each nutrition partner shall have a written procedure for handling complaints. The nutrition partner and AAAWM shall develop a plan for what type of complaints need to be referred to AAAWM.
- 1.16 Nutrition partners shall work with AAAWM to develop a written emergency plan. The emergency plan shall address, but not be limited to:
- a. Uninterrupted delivery of meals to HDM participants, including, but not limited to use of families and friends, volunteers, shelf-stable meals and informal support systems.
 - b. Provision of at least two, and preferably more, shelf-stable meals and instructions on how to use for HDM participants. Every effort should be made to assure that the emergency shelf-stable meals meet the nutrition guidelines. If it is not possible, shelf-stable meals will not be required to adhere to the guidelines.
 - c. Back-up plan for food preparation if usual kitchen facility is unavailable.
 - d. Agreements in place with volunteer agencies, individual volunteers, hospitals, long-term care facilities, other nutrition providers, or other agencies/groups that could be on standby to assist with food acquisition, meal preparation, and delivery.

- e. Communication system to alert congregate and home-delivered meals participants of changes in meal site/delivery.
- f. The plan shall cover all the sites and HDM participants for each nutrition partner, including sub-contractors of the AAA nutrition provider.
- g. The plan shall be reviewed and approved by AAAWM and submitted electronically to ACLS for review.

1.17 Meal Planning

- a. Menu standards are developed to sustain and improve a participant's health through the provision of safe and nutritious meals using specific guidelines. These guidelines should be incorporated into all requests for proposals/bids, contracts and open solicitations for meals.
- b. The Older Americans Act requires that meal components meeting the 33 1/3 percent of the DRI must be offered if one meal is served per day. If two meals are served, meal components with 66 2/3 percent of the DRI must be offered.
- c. Nutrition partners must use person-centered planning principles when doing menu planning. Food should be offered, not served. Choices should be offered as often as possible. This is for both congregate and HDM participants. If possible, this should include offering alternatives for food allergies, digestive issues, and chewing issues.
- d. Follow the five guidelines from the most current edition of the USDA Dietary Guidelines for Americans
 - 1. Follow a healthy eating pattern across the lifespan. All food and beverage choices matter. Choose a healthy eating pattern at an appropriate calorie level to help achieve and maintain a healthy body weight, support nutrient adequacy, and reduce the risk of chronic disease.
 - 2. Focus on variety, nutrient density, and amount. To meet nutrient needs with calorie limits, choose a variety of nutrient-dense foods across and within all food groups in recommended amounts.
 - 3. Limit calories from added sugars and saturated fats and reduce sodium intake. Consume an eating pattern low in added sugars, saturated fats, and sodium. Cut back on foods and beverages higher in these components to amounts that fit within healthy eating patterns.

4. Shift to healthier food and beverage choices. Choose nutrient-dense foods and beverages across and within all food groups in place of less healthy choices. Consider cultural and personal preferences to make these shifts easier to accomplish and maintain.
 5. Support healthy eating patterns for all. Everyone has a role in helping to create and support healthy eating patterns in multiple settings nationwide from home, to school to work to communities.
- e. Key recommendations from the DGA to consider when planning meals:
1. Consume a healthy eating pattern that accounts for all foods and beverages within an appropriate calorie level.
 - A variety of vegetables from all of the sub-groups- dark green, red and orange, legumes (beans and peas), starchy, and other.
 - Fruits, especially whole fruits
 - Grains, at least half of which are whole grains
 - Fat-free, or low-fat dairy, including milk, yogurt, and cheese
 - A variety of protein foods, including seafood, lean meats and poultry, eggs, legumes, nuts and seeds.
 - Oils
 2. Nutrient nutritional value of foods. Dense meals shall be planned using preparation and delivery methods that preserve the
 - Consume less than 10% of calories per day from added sugars
 - Consume less than 10% of calories per day from saturated fats
 - Consume less than 2300 grams of sodium per day (This may be averaged in your meal plans)
 3. The target for carbohydrate per meal is 75 grams. If the nutrition provider is following one of the suggested meal patterns from the Dietary Guidelines for Americans, listed below, the CHO grams should follow that pattern.
 4. See “Suggested Meal Patterns” below for more information.
- f. Other Considerations:
- Desserts: Serving of dessert 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.

Beverages:

Congregate: Milk and water must be offered with every meal. Coffee and/or tea, or other beverages, are optional.

Home Delivered: Milk, or a milk substitute, must be offered with every meal. If requested, water shall be provided.

Milk may be skim, 1%, 2%, full-fat or chocolate.

- g. Special occasion or celebratory meals are allowed on a periodic basis. These meals do not have to follow the 1/3 DRI rule. The registered dietician, or DTR, must have knowledge of the meal and grant approval of it.
- h. Breakfast may include any combination of foods that meet the ACLS Meal Planning Guidelines.
- i. Special menus – The extent practicable, adjust meals to meet any special dietary needs of program participants for health reasons, ethnic and religious preference and provide flexibility in designing meals that are appealing to program participants.

1.17 Suggested Meal Plans

- a. The Plate Method (<http://www.choosemyplate.gov>) may be used as the meal pattern.
- b. The Healthy U.S.-Style Eating pattern may be used as the meal pattern. (Dietary Guidelines for Americans, 2015-2020, Appendix 3, Table A3-1, page 80).
- c. The Healthy Mediterranean-Style eating pattern may be used as the meal pattern (Dietary Guidelines for Americans, 2015-2020, Appendix 4, Table A4-1, page 84).
- d. Vegetarian meals can be served as part of the menu cycle or as an optional meal choice based on participant choice, cultural and/or religious needs and should follow the MDHHS Aging and Adult Services Agency Meal Planning Guidelines to include a variety of flavors, textures, seasonings, colors, and food groups at the same meal. (Dietary Guidelines for Americans, 2015-2020, Appendix 5, Table A5-1, page 87).

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 plan for food preparation if usual kitchen facility is unavailable.

1.18 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.

- 1.19 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 ride along. These should be completed by a supervisor.

SERVICE NAME	Congregate Meals
SERVICE NUMBER	2.0
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

- 2.1 Each program shall have written eligibility criteria that places emphasis on serving older individuals in greatest need and includes, at a minimum:
- a. Age 60 or older.
 - b. A spouse under the age of 60 who accompanies an eligible adult to the meal site.
 - c. Family members of an eligible adult who are living with a disability and permanently live with the eligible adult in a non-institutional setting.
 - d. An unpaid caregiver who is under the age of 60 and is registered in the National Aging Programs Information System (NAPIS) and accompanies person being cared for to meal site.
 - e. To be eligible for a donation-based meal, persons described in items b.-d. must, on most days, accompany the eligible adult to the meal site and eat the meal at the meal site.
 - f. A volunteer under the age of 60 who directly supports meal site and/or food service operations may be provided a meal:
 1. After all eligible participants have been served and meals are available; and
 2. A fee is not required for volunteers under the age of 60, but contributions should be encouraged and accepted. These meals are to be included in the National Aging Programs Information System (NAPIS) meal counts.
 - g. Individuals with disabilities who are not older individuals but who reside in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided may participate in the meal.
- 2.2 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. Persons not eligible under 3.1 who pay the full price for a meal, and are 18 and over, must wait until all eligible persons have been served, unless the meal has been reserved in advance.

Children (under the age of 18) who accompany a meal participant who is over the age of 60, must pay full price, but may go through the line with the adult they are with.

- 2.3 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.

Each congregate meal site shall be able to document the following:

- 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 restroom 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.
- 2.4 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.

- 2.5 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 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.
- 2.6 Congregate meal sites currently in operation by the program may continue to operate unless 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. ACLS must approve, through the Congregate Meal Site Database, the opening of any new and/or relocated meal site prior to the provision of any meals at that site.
- 2.7 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. 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.

- e. AAAWM shall complete the steps for closure in the ACLS on-line database. The following information is needed to close a site and should be entered into the database.
 - 1. Rationale for closing the site.
 - 2. How participants will be notified.
 - 3. Closest meal site to the closed site, and transportation options to get participants to a different site.
- f. ACLS will review the documents and the request to close the site. If more approved, ACLS will notify the requestor, AAAWM, and the field representative.
- g. The site can be found at: <https://www.osapartner.net/congmeal/>.

2.8 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.

2.9 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. Responsibility for approval of outside programs, activities and speakers.
- h. Other issues as desired or required.

- 2.10 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 AAAWM. 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, which shall include a statement indicating the partner allows anyone that meets the eligibility for a congregate meal indicated in these standards, is permitted to participate in the NSIP-only meal program.
- 2.11 Each program shall display, at a prominent location in each meal site, the ACLS 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 ACLS poster (this is USDA-required language). Additional information pertaining to the program shall not be displayed so as to avoid any misunderstanding or confusion with information presented on the poster.
- 2.12 Each program shall make available, upon request food containers and utensils for participants who are living with disabilities.
- 2.13 Congregate meal programs receiving funds through ACLS may not contribute towards, provide staff time, or otherwise support potluck dining activities.
- 2.14 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. The project council shall meet at least once per year, in person, and notes from all meetings shall be shared with AAAWM and saved for future reference.
- 2.15 Temporary Meal Site Closings. If a meal site must be closed, or moved temporarily, the nutrition partner must notify AAAWM and in turn, then

AAAWM staff must notify the ACLS field representative by using the on-line Temporary Meal Site Closure Form. This form must be completed and submitted prior to the closing, or as soon as possible after the closing. A link to the form is located on the business partner site: <https://www.osapartner.net>.

- 2.16 Prayer. Older adults may pray before a meal that is at a site that is funded through the AoA or the State of Michigan. It is recommended that each nutrition program adopt a policy that ensures that each individual participant has a free choice whether to pray silently or audibly, and that prayer is not officially sponsored, led, or organized by persons administering the Nutrition Program or meal site.
- 2.17 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. The local health department has no restrictions against it.
 - b. 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.
 - c. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up. All participants receive written material about food safety and preventing food-borne illness annually.
 - d. The individual is required to sign a waiver statement that states the they individual understand that they are responsible for food taken out of the site.
 - e. Containers may not be provided through federal or state funds by the nutrition partner for the leftovers.
- 2.18 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.
- 2.19 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 AAAWM prior to the event.
- g. AAAWM must inform their ACLS of the date, time, and sponsoring agency of the activity prior to the event.

2.20 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. For example, an HDM participant may have a friend or family member that can take them to a congregate site one day per week, or on a random basis. Proper documentation must be kept as to the home-delivered meal schedule and the congregate schedule. An agreement between programs is encouraged. Participants using this option should be reminded to contact the HDM office to cancel their meal for the days they are at the congregate site.

2.21 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 department.
- b. The restaurant, café, or other food service establishment agrees to provide at least one meal that meets ACLS 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.

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 AAAWM.
- 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.
 4. How frequently menu choices will be reviewed and revised by AAAWM.
- 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.

2.22 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. ARCs, adult day programs, or other residential providers may enter into a contractual agreement regarding donations and payment for meals if the practice occurs regularly or is long-term.

2.23 Adult Day Service (ADS) Programs may not be considered stand-alone congregate meal sites. An approved nutrition partner 'host' congregate meal site must partner with an ADS in order for the ADS to participate in an ACLS/AAAWM funded congregate meal program.

- a. The nutrition partner may provide the meals to an adult day location either within the same building as an existing congregate site, or at a stand-alone site. The meals should be counted as part of the approved 'host' congregate site.

- b. The adult day program must pay the full nutrition partner congregate meal suggested donation for each participant meal per day. The nutrition partner and the adult day program can work out a schedule of how often the nutrition partner will receive the donations.
- c. Failure to follow the above requirements make the adult day program meals ineligible toward NSIP funding.

2.24 Complimentary Programs/Demonstration Projects. AAAWM and nutrition partners are encouraged to work together to provide programming at the congregate meal sites that includes activities and meals. Suggestions for demonstration projects include, but are not limited to:

- a. Mobile congregate sites that move to different locations to serve, also known as “pop-up” sites.
- b. New meal options such as smoothies, vegetarian choices, and other non- traditional foods.

All demonstration projects must be approved by AAAWM and ACLS and must follow the nutrition standards.

2.25 Congregate meal sites may include a salad bar as part, or all, or their meal service.

See chart for information on how to add it in.

Soup/Salad bar as main meal	Must meet all nutrition standard requirements
Soup/Salad bar as a part of a meal, i.e. vegetable or carb. (pasta choices)	Must meet nutrition requirement for the element it is used for
Soup/Salad bar is an addition to, or add on, to a regular meal.	Does not have to meet nutrition standards or criteria

2.26 Beverages: Milk and water must be offered with every meal. Coffee and/or tea or other

beverages are optional. Milk may be skim, 1%, 2%, full-fat or chocolate.

- a. Water can be available as self-serve, in a pitcher, or at a drinking fountain that has a special attachment for filling cups. You do not need to purchase water in bottles, or pre-fill cups with water.
- b. If you choose to offer coffee and/or tea, this may also be self-serve. You may provide hot water for instant coffee and tea, or you may brew coffee. Individuals may also bring in their own tea bags and instant coffee if they choose to.

You may use your state and federal congregate meal funds to purchase these products, as well as to keep equipment such as coffee makers, in good repair.

SERVICE NAME	Home Delivered Meals
SERVICE NUMBER	3.0
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

- 3.1 Each program shall have written eligibility criteria which places emphasis on serving older persons in greatest need and includes, at a minimum:
- a. Participant must be 60 years of age or older.
 - b. Participant must be homebound, i.e., normally is unable to leave the home unassisted, and for whom leaving 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. Participant must be unable to participate in the congregate meal nutrition program because of physical, mental, or emotional difficulties such as:
 1. A disabling condition such as limited physical mobility, cognitive or psychological impairment, sight impairment.
 2. Lack of knowledge or skill to select and prepare nourishing and well-balanced meals.
 3. Lack of means to obtain or prepare nourishing meals.
 4. Lack of incentive to prepare and eat a meal alone.
 5. 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.
 - d. The person's special dietary needs can be appropriately met by the program, as defined by the most current version of the "Dietary Guidelines for Healthy Americans."
 - e. Participant must be able to feed himself/herself.

- f. Participant must agree to be home when meals are delivered, to contact the program when absence is unavoidable, and to work with the program staff if participating in both HDM and congregate programs.
 - g. 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.
- 3.2 Extended Eligibility – The nutrition partner and AAAWM should work together to determine if it would benefit the participant to provide a meal to another person in the home that does not meet the criteria in 2.1. These include the following:
- a. An individual, between the ages of 18-59, living with a disability who resides in a non-institutional household with a person who is an HDM participant may receive a meal.
 - b. A spouse, or other individual 18 or older, living full-time in the home may receive a meal if the HDM assessment finds that it is in the best interest of the HDM-eligible person.
 - c. An unpaid caregiver 18 or older, may receive a meal if the HDM assessment finds that it is in the best interest of the HDM-eligible person.
- 3.3 At the providers 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 support 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.
- 3.4 Each program shall conduct an assessment of need for each participant making the best effort 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, making the best possible effort to conduct them at 6 months and 12 months. 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. It should be noted on the assessment form whether the assessment was over the phone or in-person. 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. 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
- 3.5 Each home delivered meal program shall demonstrate cooperation with other meal programs and partners and other community resources.
- 3.6 Each program may provide up to three meals per day to an eligible participant 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 participant 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 ACLS Nutrition Standards.
- 3.7 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.
- 3.8 All nutrition partners shall provide to HDM program participants shelf-stable meals to be used in an emergency. Educational materials must be distributed along with the shelf-stable meals to instruct the participant when to use the meal, along with a list of recommended emergency food and equipment (i.e. manual can opener) that should be kept in the home. Home-delivered meal volunteers, drivers, and staff should create a plan to regularly check with participants to assure they still have their shelf-stable meal. If the participant no longer has the shelf-stable meal, another must be delivered as soon as possible. Shelf-stable meals should be replaced at regular intervals. Each HDM participant shall have a minimum of two shelf-stable meals. Please see General Guidelines for more information.

- 3.9 Each program must complete a prioritizing pre-screen for each individual placed on a waiting list for HDMs.
- 3.10 Each program must be able to document their criteria for prioritizing individuals being placed on a waiting list.
- 3.11 Each home delivered meal partner shall have the capacity to provide meals which meet the nutrition guidelines in the most current edition of the USDA Dietary Guidelines for Americans, which calls for each meal to be 1/3 of the Dietary Reference Intakes (DRI). Meals shall be available at least five days per week.
- 3.12 Liquid Supplements. Liquid supplements may be purchased with OAA Title III-C funds, however, liquid supplements may not be counted as a meal in NAPIS. Liquid supplements are a component of a meal, and may be requested by a participant, under the following conditions:
- A physician order, renewed every six months, stating the need for the additional supplement.
 - A care plan for participants receiving liquid supplements with their meal shall be developed in consultation with the participant's physician.
 - A signed form, kept in the participant file, indicating what parts of the meal the participant chooses to receive: beverage, main entrée, fruit, dessert, liquid supplement. The form must also include a statement acknowledging that the participant can reinstate any part of the meal at any time, upon request.
 - AAAWM must approve all liquid supplement products to be used by the program.
- 3.13 Person-centered planning and choice. HDM participants may elect to have all, or part, of the HDM delivered to them. Each nutrition partner should have a form that is updated every six months during the reassessment indicating if the participant has chosen to receive only part of the meal. The form should have, at a minimum:
- A statement that indicates the participant is choosing to opt out of the full meal, and then indicating which parts of the meal they would like.
 - A statement that the participant can opt back into the full meal at any time, by notifying the HDM office, or telling the delivery people.
 - A signature, initials, or mark of the participant.
 - The form should be kept in the participant's file.

- 3.14 Home Visit Safety. Assessors, HDM drivers, delivery people and other nutrition program staff are not expected to be placed in situations that they feel unsafe or threatened. Nutrition providers shall work with AAAWM to create a “Home Visit Safety Policy” that addresses verbal and physical threats made to the assessor(s), drivers or other program persons, by participants, family members, pets (animals) or others in the home during the assessment. This policy should include, but is not limited to:
- a. Definition of a verbal or physical threat;
 - b. How a report should be made/who investigates the report;
 - c. What actions should be taken by the assessor or driver if they are threatened;
 - d. What warnings should be given to the participant;
 - e. What actions should be taken for repeated behaviors;
 - f. What information gets recorded in the chart; and
 - g. Situations requiring multiple staff/volunteers.

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 Academy of Nutrition and Dietetics. 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 residents of 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.

1.2 Targeting of Participants (refer to OAA section; except for Wait List reporting below)

Quarterly, Service Partners of the following KCSM-funded services must report waiting list information to AAAWM via the required format/form: Adaptive Equipment Purchase/Loan, Adult Day, Bathing, Care Management, Community Food Club, Counseling, Daily Money Management, Dental Services, Guardianship, Hearing Services, Home Chore, Home Delivered Meals, Home Modification Assessments, Home Repairs, Home Support, In-Home Recreation Therapy, Medication Management, Personal Emergency Response Systems (PERS), Legal Assistance, Outreach & Assistance, Senior Food Pantry, Therapy, Transportation, Vision Services and Weatherization.

2.0 Service Partner Responsibilities

2.1 Service Partner Agreements

The service partner agrees to:

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

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.

- i. 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 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.

2.3 Client Contributions (refer to OAA section except for the following)

Cost Sharing refers to co-payments a client makes toward the cost of services provided to them. Certain KCSM services require a cost-share evaluation for every client served, before those services begin.

The following KCSM-funded services require an evaluation for cost sharing:

Adult Day Services, Bathing, Daily Money Management, Dental Services, Equipment Purchase & Loan, Hearing Services, Home Chore, Home Repairs, Homemaker, In-Home Recreational Therapy, Medication Management, Personal Care, Personal Emergency Response Systems, Respite, Therapy, Vision Services, and Weatherization.

The following KCSM-funded services are exempt from both cost share and program income collection: Care Management, Emergency Needs, Foreclosure Intervention, Guardianship, Health Ed Coordinator, Home Support, Information & Referral, Long Term Care Ombudsman, Ridelink Trip Coordination, Senior Center Staffing, and Senior Companion.

Before service begins, cost sharing should be thoroughly explained to the client. Income must include a visual review of Social Security statements, bank statements and/or other appropriate documents. Signed income attestation statements must be kept on file and shall be updated annually.

Liquid Assets should also be considered when determining whether cost sharing is required. If liquid assets (CD's, annuities, etc.) are above \$35,000 for a single person or \$45,000 for a couple, then a cost share of 100% of the unit rate is required. First homes, vehicles, and life insurance policies are not part of liquid assets. However, any income generated by an asset must be considered as part of the total income.

If a client is unable to make cost-sharing payments because of excessive, necessary additional expenses (medical, housing, etc.) and/or are already paying a cost share for another service, the required cost share amount may be adjusted down or waived altogether. Reasons for adjustment should be specified in the client's file.

AAAWM will provide Service Partners with a standard sliding scale based upon gradations of income that is updated annually along with the Federal Poverty Guidelines. With AAWM approval, an alternative model may be used when the unit rate isn't the best indicator of cost.

Service should not begin if a client refuses to pay their cost share amount without an approved reason. If service has started and payment is not received for three (3) consecutive months, services should be terminated. Clients must be notified of their right to appeal the termination of service. Each Service Partner must develop an appeal policy that includes a request for review by AAWM in the event that the Service Partner and client cannot resolve the difference.

2.4 Confidentiality (refer to OAA section)

2.5 Referral and Coordination Procedures (refer to OAA section)

2.6 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

2.7 Services Publicized

For Sections 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. AAWM 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.

2.8 Older Persons at Risk (refer to OAA section)

2.9 Disaster Response (refer to OAA section)

2.10 Insurance Coverage (refer to OAA section)

2.11 Volunteers (refer to OAA section)

2.12 Staffing (refer to OAA section)

2.13 Staff Identification (refer to OAA section)

2.14 Orientation and Training (refer to OAA section but ignore reference to ACLS)

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

2.15 Complaint Resolution and Appeals (refer to OAA section)

2.16 Service Termination Procedure (refer to OAA section)

2.17 Service Quality Review (refer to OAA section)

2.18 Outcomes Measurement (refer to OAA section)

2.19 Indemnity

Service Partners must indemnify and hold harmless AAAWM and Kent County and their directors, officers, and employees from all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney fees, resulting from, or arising out of, or in connection with the contract. These provisions shall not apply to claims, lawsuits, settlements, judgments, cost, penalties and expenses caused by or resulting from the willful or negligent act or omissions of AAAWM or Kent County or any of their directors, officers or employees. Service

Partners shall exonerate, indemnify and hold AAAWM harmless, from and against, 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 Service Partner and its employees.

Service Partners further must indemnify and hold harmless AAAWM and its agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expense including attorney's fees, incurred by AAAWM on account of any claim therefore.

AAAWM and Kent County shall not be held liable for any liabilities, penalties, forfeitures, or for any damage to the goods, property or effects of the Service Partner, or for any other persons, not for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Partner.

Service Partner assumes the foregoing obligations and liabilities, by which it is intended by both parties that Service Partner shall indemnify and hold AAAWM harmless from all claims arising by reason of the work done or by reason of any act or omission of Service Partner.

Service Partner shall, throughout the period of the Contract, provide public liability and property damage insurance covering all operations of Service Partner, its agents and employees, including, but not limited to, premises and automobiles. Said policies shall provide for a thirty (30), preferably ninety (90), calendar day written notice to AAAWM of any cancellation or material changes.

If Service Partner is not a unit of government, it must carry adequate Fidelity Bond coverage for activities under the Contract. Upon request, Service Partner must provide AAAWM with proof of required insurance coverage.

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.

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 Older Americans Act
This is not applicable to Kent County Senior Millage services.
- 3.3 Code of Federal Regulations
This is not applicable to Kent County Senior Millage services.
- 3.4 Compliance with Civil Rights (refer to OAA section)
- 3.5 Universal Precautions (refer to OAA section)
- 3.6 Drug Free Workplace (refer to OAA section)
- 3.7 Americans with Disabilities Act (refer to OAA section)
- 3.8 Workplace Safety (refer to OAA section)
- 3.9 Open Meetings Act (refer to OAA section)
- 3.10 Application of Merit System Standards to Local Agencies
This is not applicable to Kent County Senior Millage services.
- 3.11 Code of Ethics (refer to OAA section)
- 3.12 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 section a.).

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

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.

4.6 Service Partner Appeals Procedure

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

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

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

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

- 1) Within seven (7) calendar days of AAAWM Executive Committee action, AAAWM shall provide written notice to the affected party of the decision to place on probation, suspend, terminate, not renew, or deny a contract, including a notice of the right to appeal. The notice shall state that the information and/or criteria on which the decision was based shall be available for review, and that to be considered for an appeal, the affected party must file a request for an appeal within ten (10) calendar days of the receipt of the written notification of AAAWM action. The request for an appeal must be signed by the chairperson or chief executive. The written notice from AAAWM shall include a statement that the affected party may appeal in person or may designate a representative to appeal the AAAWM decision.
- 2) The AAAWM 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 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. 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)
ACLS reference does not apply to Kent County Senior Millage services

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 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.

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 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.)

2.2 Withholding of Funds (refer to OAA section)

2.3 Rate of Spending (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, AAAWM staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, AAAWM can determine that funds should be captured. If funds are to be captured, the following procedure will be followed:

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

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 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 AAAWM within ten (10) calendar days (unless otherwise notified) after conclusion, with all financial, and client reports required as a condition of the contract.

AAAWM 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 financial examination performed on millage contract operations. Service Partners receiving up to \$300,000 total in millage funding shall have a financial examination performed at least every two years on contract operations. Financial examinations 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 related to the millage contract and a determination of their fairness and accuracy.
- c. The financial examination shall be performed in accordance with the generally accepted standards within the United States of America applicable to the type of financial examination contracted (i.e. audit, review, or agreed upon procedures). The auditors engaged by the Service Partner shall meet the criteria for qualification and independence in the relevant standards.
- d. The purpose of the financial examination 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 financial examination report, management letter, and a description of its resolution shall be furnished to AAAWM upon request.

4.4 Liability for Damages and Disallowed Costs (*refer to OAA section*)

5 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 Bathing
- 3.0 Community Living Supports – refer to OAA Section IIC 3.0
- 4.0 Food Club Points
- 5.0 Home Delivered Meals – refer to OAA Section IID 3.0
- 6.0 Outreach and Assistance – refer to OAA Section IIA 6.0
- 7.0 Prescription Assistance (MMAF)
- 8.0 Respite Care – refer to OAA Section IIC 6.0
- 9.0 [RideLink Coordination](#)
- 10.0 Senior Pantry
- 11.0 Transportation – refer to OAA Section IIA 7.0

SERVICE NAME	Bathing Services
SERVICE NUMBER	2.0
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

- 2.1 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.
- 2.2 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.
- 2.3 Bathing program staff must be supervised by a registered nurse licensed to practice in the State of Michigan.
- 2.4 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.
- 2.5 Personal care service detail must be maintained as part of the participant record.
- 2.6 Bathing program staff must immediately report any change in a participant's condition to their supervisor.

SERVICE NAME	Food Club Points
SERVICE NUMBER	4.0
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

4.1 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.

4.2 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.

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

Additionally, 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

4.4 Food Handling and Facility Standards

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

4.5 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.

4.6 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.

4.7 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.

4.8 Program Guidelines

a. Membership fees

Each household member 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	Prescription Assistance Program
SERVICE NUMBER	7.0
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

- 7.1 Program must identify, determine, and document client needs.
- 7.2 Program must provide documentation of all contact with and assistance to clients and referrals to other service partners in the community.
- 7.3 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.
- 7.4 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.
- 7.5 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).
- 7.6 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.)
- 7.7 Program must be able to provide service at a client's home, in a community setting and by telephone.

7.8 Program must demonstrate collaborative relationships with the immediate community and other service partners.

Allowable Service Components

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

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

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

SERVICE NAME	Ridelink Coordination
SERVICE NUMBER	9.0
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.

Minimum Standards

- 9.1 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.
- 9.2 Operation will accept ride requests eight hours a day, five days a week.

Allowable Service Components

- 9.3 Qualified staff will perform coordination functions.
- 9.4 Coordination staff receives ongoing training and supervision as appropriate.
- 9.5 Coordination staff will provide efficient and customer focused service.
- 9.6 Coordination staff will inform all clients about the opportunity to donate the requested \$2.00 donation.
- 9.7 Quality assurance protocol will verify level of service provision.
- 9.8 In the event bi-lingual staff is not readily available, arrangements will be made for translation services.
- 9.9 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.

SERVICE NAME	Senior Pantry
SERVICE NUMBER	10.0
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

10.1 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.

10.2 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.

10.3 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:

2 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

10.4 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.

- 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.

10.5 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 Congregate Meals – refer to OAA Section IID 2.0
- 2.0 Home Repair Consultation
- 3.0 Home Repair Major
- 4.0 Home Repair Minor
- 5.0 In-Home Recreation Therapy
- 6.0 Medication Management – refer to OAA Section IIC 5.0
- 7.0 Personal Emergency Response Systems (PERS)
- 8.0 Weatherization

SERVICE NAME	Home Repair Consultation
SERVICE NUMBER	2.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	The provision of critical home repairs for seniors who are otherwise not eligible for the Major or Minor Home Repair Programs. To qualify for this program the estimated cost of the repair job must be less than \$7,000. 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). Staff can consult with individuals/organizations that will be performing the critical repairs to an eligible person's home.
UNIT OF SERVICE	One completed job or one consultation.

Minimum Standards

- 2.0 Only homeowners who are eligible will be served. Required proof for home ownership would be a deed, mortgage, or land contract.
- 2.1 The owner must reside in the house being served. Services will not be provided to those who are trying to sell their homes.
- 2.2 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.
- 2.3 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.

- 2.4 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.
- 2.5 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.
- 2.6 Program will address primarily health and safety repairs and distribute funds reasonably among requested needs.
- 2.7 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.
- 2.8 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.
- 2.9 Home repair services to mobile homes are allowed.
- 2.10 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.
- 2.11 Services are not provided to houses that are deemed by Home Repair Services to be un-inhabitable.
- 2.12 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.
- 2.13 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.

- 2.14 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

- 2.15 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	3.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	The provision of major home repairs estimated to cost more than \$1,000 and less than \$7,000 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.
UNIT OF SERVICE	One completed job.

Minimum Standards

- 3.1 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.
- 3.2 Only households with a combined income of less than 50% of area median income (as determined annually by HUD) will be served.
- 3.3 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.
- 3.4 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.

- 3.5 Each program must maintain a record of homes repaired including dates, tasks performed, materials used and cost.
- 3.6 No repairs may be made to a condemned structure.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 Program will address primarily health and safety repairs and distribute funds reasonably among requested needs.
- 3.11 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.
- 3.12 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.
- 3.13 Home repair services to mobile homes are allowed.
- 3.14 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.
- 3.15 Services are not provided to houses that are deemed by Home Repair Services to be un-inhabitable.

Allowable Tasks

3.16 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

3.17 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	4.0
SERVICE CATEGORY	Supportive Services
SERVICE DEFINITION	The provision of minor but critical home repairs costing less than \$1,000 such as plumbing, roof and furnace repairs. 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).
UNIT OF SERVICE	One completed job.

Minimum Standards

- 4.1 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.
- 4.2 Only homeowners who are eligible will be served (required proof: deed, mortgage, land contract). Minor home repair services are not allowed on rental units.
- 4.3 The owner must reside in the house being served. Services will not be provided to those who are trying to sell their homes.
- 4.4 Only households with a combined income of less than 50% of area median income (as determined annually by HUD) will be served.
- 4.5 Repairs to mobile homes are allowed.
- 4.6 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.
- 4.7 Service will not be provided to houses that are deemed by Home Repair Services to be un-inhabitable.

- 4.8 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

- 4.9 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	In-Home Recreation Therapy
SERVICE NUMBER	5.0
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

- 5.1 Each program must conduct an intake and assessment. Assessment must include a Functional Assessment of Characteristics for Therapeutic Recreation (FACTR) and Community Reintegration Evaluation.
- 5.2 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.
- 5.3 Each program must have a written policy/procedure to govern the development, implementation and management of therapy plans.
- 5.4 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).
- 5.5 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.
- 5.6 The CTRS shall be responsible for the assessment, treatment planning, therapy, documentation, discharge planning, and referral to community agencies.
- 5.7 Volunteers shall be recruited by contacting client's children, grandchildren, friends and neighbors.

SERVICE NAME	Personal Emergency Response Systems (PERS)
SERVICE NUMBER	7.0
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

7.1 Service Compliance

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

7.2 Basic Program Requirements

- a. Equipment used must be approved by the Federal Communication Commission and must meet UL safety standards specifications for Home Health Signaling 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.

7.3 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	8.0
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

- 8.1 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.
- 8.2 Insured licensed contractors must perform all work.
- 8.3 Work performed does not include any cosmetic work to the dwelling.
- 8.4 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.
- 8.5 No repairs may be made to a condemned structure.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Weatherization services to mobile homes are allowed.

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

Allowable Service Components

8.11 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

8.12 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 – refer to OAA Section IIA 2.0
- 2.0 Home Support – refer to OAA Section IIA 3.0
- 3.0 Information & Referral
- 4.0 Long Term Care Ombudsman – refer to OAA Section IIB 9.0

SERVICE NAME	Information & Referral Information and Referral services must be provided in collaboration with United Way 2-1-1
SERVICE NUMBER	3.0
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

- 3.1 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.
- 3.2 Each Information and Referral Program must be capable of establishing conference calls between clients and agencies.
- 3.3 The resource database shall be updated through continuous revision or at intervals sufficiently frequent to ensure accuracy of information and comprehensiveness of its contents.
- 3.4 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.

- 3.5 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.
- 3.6 Each Program must have bi-lingual personnel available or make arrangements for translation services.
- 3.7 Where walk-in service is available, there must be adequate space to ensure client comfort and confidentiality during intake and interviewing.
- 3.8 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.
- 3.9 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.

Kent County Senior Millage Services

II. Specific Service Requirements

D. General Services

- 1.0 Adaptive Equipment - Purchase & Loan
- 2.0 Clubhouse
- 3.0 Community Health Worker Dementia Care Program
- 4.0 Daily Money Management
- 5.0 Dental Services
- 6.0 Education for Older Adults
- 7.0 Emergency Needs
- 8.0 Fair Housing Services
- 9.0 Foreclosure Intervention Counseling
- 10.0 Guardianship
- 11.0 Gently Used Mobility Equipment
- 12.0 Health Education – refer to OAA Section IIB 6.0,
Disease Prevention/Health Promotion
- 13.0 Health Education Coordination
- 14.0 Hearing Aid Assistance Program
- 15.0 Home Chore
- 16.0 Home Modification Assessment
- 17.0 Legal Assistance – refer to OAA Section IIB 8.0
- 18.0 Senior Companion Program
- 19.0 Senior Center Staffing – refer to OAA Section IIB 11.0
- 20.0 Specialized Hearing Services
- 21.0 Support Group
- 22.0 Therapy Services
- 23.0 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	Clubhouse
SERVICE NUMBER	2.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Clubhouse is a service designed to offer older adults with mental illness the opportunity to engage in a full range of life- and health-enhancing services alongside other clubhouse members and staff.
UNIT OF SERVICE	One hour of clubhouse participation for enrolled member

Minimum Standards:

- 2.1 Older adults 60 years and older who have at least one diagnosed mental illness and would benefit from increased opportunities for community engagement, socialization, and meaningful structure, will be eligible for clubhouse services.
- 2.2 Prospective members will engage in an intake process alongside clubhouse staff to determine their abilities and needs.

Allowable Service Components:

- 2.3 Intake: Clubhouse staff will facilitate tours and interviews with prospective participants to determine whether clubhouse services are appropriate and will meet the individual's goals for mental health treatment.
- 2.4 Structured activities: members may work alongside staff to perform daily operation, including, but not limited to cooking, cleaning, administrative/clerical work, and light maintenance.
- 2.5 Health and Wellness activities: clubhouse will provide members with programing to encourage exercise, nutritious eating, and healthy living. Health and Wellness activities may include group exercises, and nutrition education/activities.
- 2.6 Social Activities: clubhouse will provide members with a variety of social activities, including outings, social gatherings, etc.
- 2.7 Education services: Providing referrals and linking to community education resources and on-site educational support (e.g. tutoring, computer/internet access, educational materials).
- 2.8 Employment services: staff facilitates Transitional Employment, which are time-limited jobs. Clubhouse will provide training and support to members.

- 2.9 Outreach: If a member does not attend clubhouse as scheduled, staff will attempt to contact the member via all appropriate means (e.g. telephone, email, mail) to encourage ongoing, regular attendance.
- 2.10 Caregiver/natural support engagement: if the member authorizes staff to contact and work with their caregivers and/or natural supports. Staff may connect with these individuals to address any concerns, barriers to engagement, etc.

SERVICE NAME	Community Health Worker Dementia Support Program
SERVICE NUMBER	3.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	A community-based volunteer recruitment and training program to increase awareness of dementia among community members affected by Alzheimer's disease or other dementia, with an emphasis on minority groups. Services will include: • Recruiting, screening and training volunteer Community Health Workers (CHW); • Providing culturally-appropriate education programs and support groups to community members; • Providing referrals to other dementia-specific services offered by the Alzheimer's Association - Greater Michigan Chapter.
UNIT OF SERVICE	One hour of staff training, volunteer recruitment, marketing outreach specific to the Dementia support program, and/or planning and implementation meetings, referral efforts, and other professional services.

Allowable Service Components

- 3.1 Initial efforts to recruit and train volunteer Community Health Workers (CHW).
- 3.2 Collect feedback from the respective communities.
- 3.3 Telephone calls and/or site visits for education program and/or support group coordination and follow-up.
- 3.4 Data entry, including distributing and recording satisfaction surveys from community.
- 3.5 Monitoring and ongoing support of volunteer Community Health Workers (CHW).
- 3.6 Marketing and outreach efforts, including events, programs and meetings that assist in volunteer recruitment.
- 3.7 Community referrals made by volunteer CHW for follow up and enhanced support.

SERVICE NAME	Daily Money Management
SERVICE NUMBER	4.0
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

- 4.1 Staff must have a minimum of an Associates or Bachelor's degree in related field in addition to attending an orientation covering topics to ensure the staff has a solid understanding of personal finances and community resources. Topics include but are not limited to: Bill Pay Options; Cash Flow/Budgeting; Document/file organization; Building a list of assets and accounts; Appropriate use of financial tools (Long-term care insurance, Reverse Mortgages, Life Settlements); VA Benefits, Working with clients with dementia and issues on financial capacity; Debt management; Medicare and Medicaid; Social Security; When a Client Dies; Scams, fraud, and financial exploitation.
- 4.2 After initial referral is received, staff takes basic information by phone to determine if services are appropriate.
- 4.3 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.
- 4.4 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.

- 4.5 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	Dental Services
SERVICE NUMBER	5.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Evaluation of oral cavity, diagnosis of oral disease, prevention and treatment of oral disease. Filing, irrigation and medication of root canals, filling of root canals for diminishing pain or infection of the tooth or jawbone. The evaluation, preparation and provision of complete or partial dentures.
UNIT OF SERVICE	One hour of general dentistry, one completed root canal treatment, one visit related to denture or partial denture services.

Minimum Standards

- 5.1 Age 60 and older living in Kent County, who are uninsured or underinsured for dental or denture services, and in poverty (at or below poverty levels).
- 5.2 Clients will complete a questionnaire and consent form for service.
- 5.3 Client will receive an assessment and/or exam to determine needs of service. This could include evaluation for denture needs (full or partial), mouth preparation (removing teeth and gum preparation), dentures made and fitted as appropriate; oral evaluation and diagnosis as appropriate.
- 5.4 A care plan should be established to ensure visits are arranged in sequence and to address care needs in a timely manner.
- 5.5 Clients will receive one (1) set of x-rays annually or as needed to provide appropriate care.

General Dentistry Service

- a. Clients will receive teeth cleaning, fillings, and extractions as appropriate and education regarding proper oral care.

Denture or Partial Denture Service

- a. Clients will receive denture treatment according to acceptable dental practice.
- b. Client will receive a minimum of two (2) follow up visits to assure dentures have a proper fit.

- c. Clients who receive denture services will be given education on the need for a preventative maintenance schedule and future adjustment education.

Root Canal Treatment

- a. Clients will receive root canal treatment according to acceptable dental practice.
- b. Root canal service may be provided over a maximum of three (3) visits.

SERVICE NAME	Education for Older Adults
SERVICE NUMBER	6.0
SERVICE CATEGORY	General Service
SERVICE DEFINITION	Formalized group education targeted to older adults provided by KCSM partner
UNIT OF SERVICE	1 class

Minimum Standards:

- 6.1 Participants must be age 60 and older and live in Kent County.
- 6.2 Must have at least 5 eligible participants in attendance per class.
- 6.3 Partnering agency must get Contract Administrators' approval prior to marketing and conducting the class.
- 6.4 Class must be conducted by a trained and qualified instructor.
- 6.5 Donations must be promoted and accepted from participants.
- 6.6 To receive reimbursement, Service Partner must submit all required documentation including the class sign-in sheet, compiled class evaluations, and compiled demographics.
- 6.7 Unit may be completed in-person or virtually.
- 6.8 Partner must use KCSM logo on all marketing materials for the class.

SERVICE NAME	Emergency Needs
SERVICE NUMBER	7.0
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

- 7.1 Each client served must have an assessment completed.
- 7.2 Staff must first explore what resources are available to the client including their income, assets, family, church or community.
- 7.3 Staff will explore community resources to find matching funds.
- 7.4 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.
- 7.5 The emergency need fund costs are limited to a maximum of \$350.00 provided on a client's behalf for the problems mentioned above. AAAWM approval is needed for additional funds over \$350.00.
- 7.6 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	8.0
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

- 8.1 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.
- 8.2 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.
- 8.3 All services and activities must be available to the protected class members who are residents aged 60 or older, their primary caregiver, legal representative, counsellor, advocate and/or family member.
- 8.4 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.
- 8.5 The program must provide access to the program benefits and information to "Limited English Proficient" residents through translation and interpretive services.
- 8.6 Program administrator must have at least two years' experience in civil rights/fair housing advocacy.
- 8.7 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.

- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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 Components

- 8.12 Fair Housing allowable service activities include:
- a. **Enforcement & Testing:** Intake and process fair housing complaints and conduct systemic and independent investigations of illegal housing discrimination against Kent County residents over the age of 60, including preliminary investigations, case development, testing, mediating, conciliating, resolving and/or enforcing meritorious claims through litigation or referral to administrative enforcement agencies, assist residents with a request for reasonable accommodations or reasonable modifications, and recruitment and training of older adult volunteers to conduct testing and review marketing materials to ensure compliance with fair housing laws.
 - b. **Education and Outreach:** conduct educational sessions targeted to older adults, caregivers, social service personnel, and senior housing providers on protections and obligations under fair housing law as related to Kent County residents over the age of 60.
 - c. **Scholarships:** provide scholarships for Kent County residents over 60 to attend fair housing events or conferences.

SERVICE NAME	Foreclosure Intervention Counseling
SERVICE NUMBER	9.0
SERVICE CATEGORY	Access Services
SERVICE DEFINITION	Professional-level financial counseling services.
UNIT OF SERVICE	One case.

Minimum Standards

- 9.1 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.
- 9.2 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.
- 9.3 The counseling staff is able to provide services at the client's home, as well as at the program offices.
- 9.4 Each counselor providing individual counseling services must be certified by the US Department of Housing and Urban Development (HUD) as a Housing Counselor.
- 9.5 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.
- 9.6 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.
- 9.7 Professional counseling regarding reverse mortgage will be provided to older adults seeking such a loan and that require a counseling certificate.
- 9.8 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.
- 9.9 Referrals should be made to Legal Aid of West Michigan when appropriate.

SERVICE NAME	Guardianship
SERVICE NUMBER	10.0
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 fiduciary lawfully vested with the power and charged with the duty to take care of the ward, and in some instances to manage the property of the person. The guardian is responsible for the care, custody, and maintenance of the ward. The guardian has the responsibility to secure services to restore the ward to the best possible state of mental and physical well-being. A conservator is a fiduciary lawfully invested with the power and charged with the duty to preserve and protect the assets of an individual who has been determined by the Court to be unable to manage his/her property and business affairs.
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:

- 10.1 Accept wards determined in need of guardianship/conservatorship services by the Kent County Probate Court.
- 10.2 Participate in monthly training sessions/meetings (bi-monthly for guardians with more than 4 years in the Program) provided by the Kent County Guardianship Program and the Probate Court.
- 10.3 Service a maximum of 60 adult guardianship or conservatorship cases at any given time.
- 10.4 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 within 72 hours Probate Court appointment, either as a temporary guardian/conservator or regular guardian/conservator. Face-to face contact should occur within 36 hours if ward is hospitalized at time of appointment.

- 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.
- 10.5 The guardian/conservator shall take prompt steps to resolve any crisis situations brought to the attention of the guardian.
- 10.6 The guardian/conservator will provide their Letters of Authority to case management, doctor's offices, mental health professionals, MDHHS, Social Security, and any other agency that the ward is connected to within 7 business days, which will allow the guardian/conservator to start working on safety planning and connection with services.
- 10.7 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.
- 10.8 The guardian shall keep a written summary of all contacts with the ward, whether in person or by phone, and with other caregivers. The guardian will gather and document signatures and/or photographs from each face-to-face visit.

- 10.9 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.
- 10.10 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 1st 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.
- 10.11 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.
- 10.12 The guardian/conservator shall arrange for the "direct deposit" of all income for the ward whenever possible.
- 10.13 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 14 days of becoming aware of the benefit.
- 10.14 The guardianship/conservator, upon the death of a ward, shall exercise appropriate authority by:
- a. Notifying the Probate court and the Guardian Monitor within 7 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.
 - d. Submitting a final accounting of the ward's estate to the Probate Court, as required within 56 days.

SERVICE NAME	Gently Used Mobility Equipment
SERVICE NUMBER	11.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	The purchase of gently used mobility equipment for the personal use of a client who does not reside in an assisted living facility. A piece of gently used mobility equipment is defined as one tool, device, or machine that is used to help with any task of daily living.
UNIT OF SERVICE	The exchange of one piece of equipment.

Minimum Standards

- 11.1 Client eligibility includes client completing an application and necessary paperwork. Client must provide a denial letter from the insurance company if seeking power equipment. Agency must keep a copy of the denial letter.
- 11.2 The program must assure that an individual is trained in how to inspect, care for, and use types of equipment loaned from the program. This person must be certain that the client receiving the equipment knows how to use it safely.
- 11.3 All equipment that is returned must be inspected, cleaned and sanitized before it is to be given to another client.
- 11.4 The program will maintain an inventory of all equipment utilized by the program.
- 11.5 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.
- 11.6 Agencies providing manual mobility equipment to KCSM clients must have a pre-approved equipment list, including item descriptions and unit costs, on file with their Contract Administrator. Only items on this approved list may be purchased or distributed using KCSM funds. Any item not on the approved list requires prior written approval from the Contract Administrator before purchase or distribution.

SERVICE NAME	Health Education Coordination
SERVICE NUMBER	13.0
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.

Minimum Standards

- 13.1 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.
- 13.2 The program will utilize staff that have master training license and experience in the area of evidence based health promotion programming.
- 13.3 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.

Allowable Service Components

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

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

SERVICE NAME	Hearing Aid Assistance Program
SERVICE NUMBER	14.0
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

- 14.1 Client is referred to participating audiologist. Audiologist provides audiological examination to confirm hearing loss and type of hearing aid(s) recommended.
- 14.2 Staff may assist client to complete both the application to the designated hearing aid partner and a signed release of information form.
- 14.3 Staff maintains case notes for client files.
- 14.4 Staff manages reimbursement to hearing aid partner.
- 14.5 Staff collects client identification, financial information and copy of insurance copay estimate if applicable.
- 14.6 Staff arranges cost share arrangements.

SERVICE NAME	Home Chore
SERVICE NUMBER	15.0
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

- 15.1 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.
- 15.2 Pest control services may be provided only by appropriately licensed suppliers.
- 15.3 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

- 15.4 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	16.0
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

- 16.1 The home evaluation will be provided by a Michigan licensed Occupational Therapist using appropriate professional assessment measures.
- 16.2 Evaluation includes assessment of the client's ability to function independently Including activities of daily living and accessibility of the home.
- 16.3 An individualized service plan will be developed by the client and the Occupational Therapist.
- 16.4 Collaborate and make recommendations for modifications to Home Repair Services.
- 16.5 Implementation of the service plan including equipment set up and training will be Provided by a Certified Occupational Therapy Assistant (COTA).
- 16.6 Clients will be prioritized for home modifications and equipment needs.
- 16.7 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.
- 16.8 Kent County Senior Millage cost share policy will be implemented if no cost share is being paid to Home Repair Services.
- 16.9 The program will maintain client records that include assessment, service plan and case notes.

- 16.10 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	Senior Companion
SERVICE NUMBER	18.0
SERVICE CATEGORY	General Services
SERVICE DEFINITION	Structured peer-to-peer social-emotional support to other older adults through engaging volunteers aged 60 and over, whose income is less than 200% of the federal poverty level. The service aims to provide support to older adults who are socially isolated, frail, or homebound and/or have physical, mental, or emotional impairments. Volunteers may not provide medical, personal care, or heavy household services. Services are intended as supplemental support and do not replace formal caregiving, home health care, or clinical services.
UNIT OF SERVICE	One hour of Senior Companion service provided.

Minimum standards

- 18.1 Senior Companion Program staff provide orientation, training, and support for volunteers to ensure safe, reliable, and culturally responsive services.
- 18.2 Volunteers receive benefits such as a stipend, transportation reimbursement, meal allowance, and supplemental insurance which enables those living on established program income guidelines to volunteer at no cost to them.
- 18.3 Volunteers make scheduled in-home or community visits, typically 10–20 hours per week, continuing as long as eligibility, availability, and mutual agreement allow.
- 18.4 Senior Companion Program staff develop an assignment plan outlining the volunteer's schedule and services, which may include:
 - Friendly Visiting: Conversation, activities, walks, or outings to reduce loneliness.
 - Respite for Caregivers: Supervision of care recipients so caregivers can rest or attend to personal needs.
 - Practical Assistance: Non-medical support such as light errands, meal prep, or organizing tasks.
- 18.5 Forms reporting hours of service are verified by Senior Companion staff.
- 18.6 Senior Companion Program staff conduct at least quarterly check-ins with placements.
- 18.7 Recipients complete an annual performance survey.

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).
 - a. 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	Support Group
SERVICE NUMBER	21.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Support groups will assist individuals and their family members/significant others in understanding and coping with a broad range of issues associated with visual impairment or blindness. The emphasis will be on learning, sharing information, and providing support.
UNIT OF SERVICE	One group session

Minimum Standards:

- 21.1 Group sessions will focus on adjustment to vision loss such as maintaining independence, managing distressing emotions, processing grief and loss, staying motivated and building communities of support.
- 21.2 Group sessions will utilize staff that has training and/or experience in the area(s) being addressed. Continuing education for staff in these areas is encouraged.
- 21.3 Group leader must keep record of the group sign in sheet with the date and topic.
- 21.4 A minimum of five (5) people must be in attendance to be counted as one unit.
- 21.5 Support groups may be offered in-person or virtually through video or phone.

SERVICE NAME	Therapy Services
SERVICE NUMBER	22.0
SERVICE CATEGORY	Community
SERVICE DEFINITION	Therapy services provided to uninsured or underinsured individuals who meet with a licensed therapist. Services include assessment, treatment planning, processing, coping skills development, symptom management training, phone communication, performing coordination and collaboration with the individual and/or professionals, documentation and evaluation. Services may be offered in an office setting or in the community, and these services can be either in- person or remotely via telehealth.
UNIT OF SERVICE	Fifteen minutes of therapy services in-person or remotely including direct client contact and indirect client support. Indirect client support includes information gathering, maintenance of case records, coordination of community supports, and documentation.

Minimum Standards

- 22.1 This service is provided by appropriately trained, Master Level (or higher) Therapists/Counselors currently Licensed in the State of Michigan.
- 22.2 A comprehensive psychosocial assessment that adheres to agency standards will be conducted for each client.
- 22.3 An individual, person-centered treatment plan based on their assessment will be developed with each client. The treatment plan shall be developed in collaboration 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 client's identified problems/needs along with a diagnosis;
 - b. A statement of a goal(s) for meeting identified needs/wishes;
 - c. Identification of treatment modalities which will be used;
 - d. Inclusion of a 24-hour crisis support plan;

- 22.4 An evaluation of service continuation will occur by the ninth session. If continued treatment is recommended, the treatment plan will reflect this, and the client will continue in program; they will be reevaluated ongoing in future sessions.
- 22.5 Referral and collaboration to other qualified health professionals will occur when appropriate.
- 22.6 Services will be offered in an office setting unless client is home-bound or has significant barriers to travel. In these cases, therapy may be offered in-home or via telehealth.
- 22.7 A person's right to privacy and confidentiality will be addressed, honored and maintained.
- 22.8 The program shall assure that case supervision is available for each staff Counselor/Therapist.

SERVICE NAME	Vision Services
SERVICE NUMBER	23.0
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, glasses or exam.

Minimum Standards – Vision Clinics

- 22.1 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.
- 22.2 Provide detection and treatment for eye conditions such as macular degeneration and cataracts.
- 22.3 Provide comprehensive diabetic retinal examinations as part of the comprehensive examination using Retinal photography.
- 22.4 Provide eye glasses to those in need using cost share/sliding scale for payment.

Minimum Standards - Rehabilitation

- 22.5 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.
- 22.6 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.
- 22.7 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.
- 22.8 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.

22.9 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

22.10 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 Michiganians Act (Act No. 180 of the Public Acts of 1981)
- Federal Regulations (CFR Part 1320)
- 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 ACLS 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 service, with initial information obtained during a one-on-one phone conversation with the individual and/or referring source (i.e. Service Partner).
- b. **Assessment:** Following the information session, a licensed nurse and/or licensed 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 individual's ability to safely function at home.
- c. **Planning:** Following assessment, the Care Management team will work with the individual and their chosen allies to prepare a Person Centered Service Plan. Based on the unique needs and wishes of the individual, the plan will outline services such as personal care, homemaking and respite care.
- d. **Management:** The final step involves finding the right home health care and social agencies to provide services. Initially, Care Managers will arrange for the most appropriate, effective delivery of services to address unmet needs. Because needs change over time, ongoing monitoring of the person centered service plan 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 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 through federal, state and local funding and private payment. 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, 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 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 MDHHS 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 they have 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 their agencies;
 - b) conducts operations or activities that are regulated by their 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 on a special occasion such as marriage, illness or retirement.

D. BEING NAMED IN A WILL

A person in the Aging Network shall not conduct themselves in such a manner as to their position to influence or cause a recipient of services to reward them 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 their 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 their mental or physical activity to perform their official duties and responsibility in an acceptable manner.
- 3) Outside work or activity that takes the person's time and attention from their 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 their 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. AAAWM BOARD OF DIRECTORS

The AAAWM 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 AAAWM 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.750.208, 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

Appendix H

Criminal Background Checks

Each Partner Agency must conduct, or cause to be conducted, a criminal background check that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, and volunteer who has in-person client contact, in-home client contact, access to a client's personal property, or access to confidential client information:

A. ICHAT: <http://apps.michigan.gov/ichat>

B. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>

C. National Sex Offender Registry: <http://www.nsopw.gov>

2. Criminal background checks for new hires must be completed prior to the individual working directly with clients or having access to a client's personal property or confidential client information.

3. All Partner Agencies are required to update criminal background checks for all employees and volunteers every three years to identify convictions in the event they occur while an individual is employed or providing volunteer service:

Exclusions: No employee or volunteer shall be permitted to work directly with clients or have access to a client's personal property or confidential client information if:

A, Mandatory Exclusions: The results of the criminal background check show that the person has a federal or state felony conviction related to one or more of the following crimes:

- Crimes against a "vulnerable adult" as set forth in MCL 750.145n *et seq.*
- Violent crimes including, but not limited to, murder, manslaughter, kidnapping, arson, assault, battery, and domestic violence;
- Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion;
- Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;

B. Felony Convictions: The results of the criminal background check show that the person has a federal or state felony conviction within the preceding 10 years from the date of the background check, including but not limited to:

- Crimes involving state, federal, or local government assistance programs;
- Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, and conversion; or
- Drug crimes including, but not limited to, possession, delivery, and manufacturing.

C. Misdemeanor Convictions: The results of the criminal background check show that the person has a federal or state misdemeanor conviction within the preceding 5 years from the date of the background check, including but not limited to:

- Crimes involving state, federal, or local government assistance programs;
- Crimes against a “vulnerable adult” as set forth in MCL 750.145n *et seq*;
- Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion;
- Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, and conversion;
- Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;
- Drug crimes including, but not limited to, possession, delivery, and manufacturing;
- Misdemeanor involving the use of a firearm or dangerous weapon with the intent to injure, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence.

Appendix I

Long Term Care Ombudsman Program Reporting



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

DATE: December 2, 2024
TO: Area Agency on Aging (AAA) Directors
FROM: Scott Wamsley, Director, Bureau of Aging, Community Living, and Supports
SUBJECT: Long Term Care Ombudsman Program Reporting

TRANSMITTAL LETTER #2025-130 (replaces TL #2007-130)

The Behavioral and Physical Health and Aging Service Administration, Bureau of Aging, Community Living, and Supports (ACLS Bureau), and the State Long Term Care (LTC) Ombudsman are issuing updated guidance pertaining to local LTC ombudsman program reporting.

Please be advised that AAAs are NOT to report aggregate counts of clients, client demographics, and service units for LTC ombudsman services in the National Aging Program Information System (NAPIS) application.

Reporting instructions from the Administration for Community Living (ACL)/Administration on Aging (AoA) indicate that LTC ombudsman data is to be reported in the National Ombudsman Reporting System (NORS). The NORS report is completed and submitted at the state level by the State LTC Ombudsman program office based on data collected from local LTC ombudsman service providers. This applies to all federal and state funding sources utilized to provide ombudsman services. Those funds and associated data will be included in the annual NORS report.

AAAs may utilize the ombudsman data provided in quarterly reports released by the State LTC Ombudsman Program office for contract management purposes. To ensure the consistency and accuracy of data reporting, no additional data for ombudsman services shall be collected or reported without prior approval from the State LTC Ombudsman.

Questions or technical assistance related to NORS or the State LTC ombudsman program reporting may be directed to Salli Pung, State LTC Ombudsman, at spung@meji.org or 517-827-8025.

Questions or technical assistance related to NAPIS reporting may be directed to Darcia Brewer, NAPIS Departmental Analyst, Aging Network Support Section, at brewerd4@michigan.gov.

SW:db

c: Salli Pung, State LTC Ombudsman, Michigan Advocacy Program
Meghan E. Groen, Senior Deputy Director, Behavioral and Physical Health and Aging Services Administration
Cindy Masterson, Director, Operations & Aging Network Support Division
Kristina Leonardi, Director, Aging & Community Services Division
Aging Network Support Section
Tammy Lemmer, State Assistant Administrator, ACLS Bureau

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