

# AGING **best**

## **Service Provider Policy Manual**

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## I. Direct and Contract Service Distinctions

Services for Aging Best Area Agency on Aging will fall in one of the following categories:

### A. Direct Service: Direct Services are provided by Aging Best employees.

1. Aging Best will provide a direct service when:
  - a. Services of like quality can be provided more economically;
  - b. To assure an adequate supply of services; or
  - c. Services are directly related to the Area Agency's function.
2. Types of services that Aging Best offers directly:
  - a. Information and Assistance.
  - b. Outreach.
  - c. Advocacy.
  - d. Program Development.
  - e. Care Coordination.
  - f. Public Information and Education
  - g. Nutrition.
  - h. Long Term Care Ombudsman.

### B. Contract Services: Contract Services are provided by corporations, both for-profit and not-for-profit, or individuals funded by Aging Best through grants or contracts.

1. Services will be contracted when:
  - a. Other Service Providers demonstrate the capability and willingness to provide services on behalf of Aging Best Area Agency on Aging;
  - b. When services can be provided more economically; and
  - c. A Service Provider has been approved by the Board of Directors.

## II. Scope of Service Provider Policy Manual

### A. Statement of Responsibility

1. The Board of Directors of Aging Best, based on state and federal regulations is the source and authority for setting and issuing Service Provider policy statements.
2. All Service Providers (contracted or direct) are bound by these overall policy statements.
3. The CEO and/or designated staff are responsible for implementing this policy statement and ensuring that Service Providers comply with the development of detailed procedures not stated in these policies which are consistent with the intent of the general statement of policy.

### B. Conflicts of Interest

1. Relatives of individual contractors are ineligible for service on the Aging Best Board and the Advisory Council. Additionally, Aging Best will not contract with anyone who serves on any local Center Boards within Aging Best's area of service. If a member of one of these boards has a relative wishing to contract with Aging Best, Aging Best will not consider that relative for contractor until the board member finalizes his/her resignation from the associated board(s). If a contractor has a relative who wishes to serve on the Aging Best Board or Advisory Council or on a local Center board, duly authorized placement of that relative on any of those boards will require the termination of the contract. Aging Best

defines “relative” as spouse, domestic partner, and as a natural-born, legally adopted, step-, or in-law: child, grandchild, grandparent, sibling, parent, aunt, uncle, nephew, niece, or cousin.

### C. Sanctions

1. Any Service Provider who does not comply with these policies may be subject to:
  - a. Delay in payments of funds,
  - b. Loss of contract; or
  - c. Other sanctions as determined by the Board of Directors.

### D. Amendments

1. Amendments to these policies may be recommended at any time. After review by the CEO and approval by the Aging Best Board of Directors, an amendment may be made.
2. Administration on Aging [AOA] or Department of Health and Senior Services [DHSS] regulations may require Aging Best to produce additional program policies. When this is necessary, Service Providers will be notified with an update to the manual.

## III. Sub-grants and Contracts

The purpose of this policy is to establish a systematic procedure for awarding, managing, and monitoring sub-grants and contracts. This section affects only contracted Service Providers. Any service provider wishing to enter into a sub-grant/contract relationship with another provider would need to notify Aging Best Compliance Manager and request Aging Best Procurement Policy.

### A. Contract Award

1. Upon the decision of the Board of Directors to award a contract, the following will take place:
  - a. The Service Provider will be notified, in writing, of the approval of their proposal and/or necessary revision.
  - b. If necessary, a contract negotiation will be called.
  - c. Once both parties are in agreement of contract requirements, a letter will be sent stating that the contract has been awarded and will include the amount of funds allocated.

### B. Appeal Process for Service Providers

The purpose of this policy is to describe Aging Best’s appeal procedure for services contracted under the Older Americans Act. Any Service Provider and/or applicant whose service proposal has been denied or whose funding has been terminated has the right to make an appeal and shall have a fair and equitable opportunity to dispute the decision. This appeals process constitutes the grievance policy as mandated by the state’s area plan.

1. **The appeal procedure shall be as follows:**

- a. The service provider and/or applicant must state, in writing, within thirty (30) days of notification of the decision, a request for hearing and state the reasons for the request.
- b. Within twenty-one (21) days the CEO of Aging Best shall prepare a response in writing an answer stating the basis for the decision.
- c. Should the service provider/applicant request further consideration, the CEO shall set a meeting within fourteen (14) days for an informal discussion to answer questions and discuss the rationale for said decision.
- d. If the service provider/applicant is not yet satisfied with the CEO's decision, a formal hearing request may be submitted to the CEO, who will set up the hearing with the Aging Best Board of Directors. The next Board of Directors meeting will include review of the request, provided there is a 7-day period of time prior to the meeting date. At this time the service provider/applicant has the right to appear before the Board to dispute the said decision. The Board of Directors will have the authority to make the final decision. Notification of the Board's decision will be sent in writing to the provider/applicant. The Board decision will be final and the service provider/applicant will have no other recourse within Aging Best.
- e. The service provider/applicant has the right to appeal the decision of the Board of Directors to the Department of Health and Senior Services.

#### **IV. Fiscal Requirements**

##### **A. Financial Reporting**

1. Service Providers will submit monthly reports to Aging Best. The documentation provided for the monthly reports must be adequate to support all items entered on the financial report and must be available to Aging Best for inspection and evaluation.
  - a. All reimbursements of appropriate budgeted expenses will occur based on this financial report.
  - b. Expenditures of federal, state, program income, contributions and non-federal funds shall be included in the financial report.
  - c. Reports shall be submitted by the scheduled due date, or the 5<sup>th</sup> of the following month. Reports submitted after the 5<sup>th</sup> of each month may result in delays of reimbursements.
  - d. Corrections to previously reported information shall be submitted to Aging Best as soon as possible.

##### **B. Insurance**

1. Service Providers will maintain adequate insurance coverage per their contract/lease requirements and submit a copy of insurance policies available for inspection by Aging Best.
  - a. The following types of insurance are required:
    - i. Workmen's compensation, if appropriate;
    - ii. Liability insurance,
    - iii. Property insurance,

- iv. Auto insurance, if appropriate
- v. Employees' dishonesty insurance

**C. Taxes**

1. All required payroll taxes shall be properly withheld from an employees' paycheck, deposited on a timely basis, and reported as required by federal/state regulations.

**D. Match**

1. Match refers to the equivalent cash value of third-party in-kind contributions or cash resources, to further support the project or programs.
2. Service Providers are required to show match as outlined by the Contract. A minimum match of ten (10) percent shall be reported monthly.
3. Documentation of match must be kept on file and for Aging Best review. Documentation for in-kind volunteerism must be signed by the volunteer donating their time and labor. Volunteer hours shall be valued at a comparable market rate.

**E. Property Control**

1. Equipment is defined as tangible personal property having a useful life of more than five years and an acquisition cost of \$2,500 or more, per unit.
2. A physical inventory of all equipment shall be taken once a year.
3. All property purchased shall be recorded per intake instruction. All invoices relating to property purchases should be kept indefinitely.
4. All property purchases or sales shall first be approved by Aging Best unless specifically stated in the original contract.

**F. Fiscal Evaluation Procedure**

1. A yearly fiscal review will be performed by Aging Best. All records and supporting documentation must be available at this time.
2. The Service Provider will receive a copy of this assessment. If corrective action is necessary, documentation must be provided to Aging Best.

**G. Receipts and Accounting**

1. All money pertaining to this contract must be deposited daily and recorded.
2. These receipt records shall be reconciled to the bank statement monthly.
3. Funds for this contract should be maintained in a separate bank account, unless the Service Provider can demonstrate excellent internal control and can document procedures which would allow for funds to be combined.
4. The accounting records must show all revenue and expenditures by fund source.
5. The accounting records must show the fiscal year in which the expenses are incurred, as well as the correct fiscal year in which revenue is earned.
6. Service Providers may be required to send a copy of their monthly balanced bank statement to Aging Best.
7. Service Providers must send a copy of their audit report to Aging Best.

8. No Service Provider shall use any grant funds for the purpose of petty cash.

#### H. Disbursements

1. All checks must be pre-numbered.
2. Money shall be spent only for budgeted line items.
3. Blank checks must not be signed.
4. All program income must be spent in the year in which it is received.
5. All funds not spent at the end of the contract period will be retained by Aging Best, Exception: unspent County Tax grant money is returned to the county.
6. Documentation of funds spent shall be maintained for at least five (5) years. Exception: property invoices should be retained indefinitely.
7. All bills must be marked with date paid, person approving, and account charged.

### V. Administrative Requirements

#### A. Preference in Hiring

1. The Service Provider, subject to established job qualification requirements, shall give preference to applicants who are 60 years of age or older for all full-time or part-time positions.

#### B. Other Administrative Requirements

1. Personnel Policies are required of each Service Provider. At a minimum, these policies will address the following areas:
  - a. General Purpose of Policies
  - b. Recruitment and Selection of Personnel
  - c. Conditions of Employment
  - d. Pay Policies and Work Schedules
  - e. Employee Benefits
  - f. Employee Disciplinary Policies
  - g. Termination of Employment
  - h. Grievance Procedure
  - i. Personnel Records
  - j. Code of Ethics
2. Each Service Provider must have a job description outlining the duties of all paid and volunteer staff who are paid in full or in part with Aging Best funds.
3. Each Service Provider with 12 or more employees must have an Affirmative Action Plan.
4. All records must be retained on file for at least five (5) years. Exception: property invoices should be retained indefinitely.
5. All paid and volunteer staff shall be provided the proper training for their positions.

#### C. Drug-Free Workplace Act Policy

1. The Drug-Free Workplace Act of 1988 requires federal contractors to take steps to eliminate drugs from the workplace.
  - a. All sub-contractors of Aging Best are required to develop and maintain provisions that fulfill the requirements of the Act.
  - b. Sub-contractors are required to certify that it will maintain a drug-free workplace.
  - c. The Drug-Free Workplace Act of 1988 and its implementing regulations require contractors and grantees to meet this obligation by taking the following steps:
2. **Failure to fulfill.** Any contractor that fails to fulfill the above requirements risks suspension of payments, termination of the contract or debarment from receiving contracts or grants for up to five years. There are three reasons that a contractor can be suspended:
  - a. If the contractor or grantee makes a false certification, or
  - b. If the contractor or grantee does not comply with requirements, or
  - c. If it is evident the employer has not made the required good faith effort to maintain a drug-free workplace.

<b>Drug-Free Workplace Act Policy</b>	
<b>X</b>	<b>Steps to Meet Obligation</b>
	1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in the Controlled Substances Act, is prohibited in the workplace of the contractor or grantee and specifying the actions the employer will take against employees who violate this prohibition.
	2. Include in the statement a notice to affected employees that as a condition of employment under the contract or grant they must (1) obey the stated prohibition and (2) notify the employer within five days of their conviction (including a plea of nolo contendere) for violating any state or federal criminal drug law by an action committed in the workplace.
	3. Give each affected employee a copy of the statement.
	4. Notify the funding agency (Aging Best) within ten days after receiving notice of an employee’s conviction with respect to a drug-law violation occurring in the workplace.
	5. Establish an information program for affected employees. This program must communicate to employees: the employer’s policy of maintaining a drug-free workplace, the dangers of workplace drug abuse, the penalties the employer will impose for drug violations, and the information about any available drug counseling, rehabilitation or employee assistance programs.
	6. Make a good faith effort to preserve a drug-free workplace by continuing to observe the preceding requirements.



## **VI. Program Requirements**

### **A. Contributions**

1. The Service Provider must fulfil the following:
  - a. Provide each service recipient with a free and voluntary opportunity to contribute to the cost of the service provided.
  - b. Account for all contributions and protect them from loss, mishandling or theft.
  - c. Use contributions to increase service.
2. A Service Provider that receives Older Americans Act funds shall not deny any eligible participant service because the participant will not or cannot contribute to the cost of the service.
3. For Older Americans Act projects, the Service Provider shall have a suggested contribution schedule. The Service Provider shall not use a means test to determine the amount of contribution. Documentation shall be maintained to assure that the contribution system is explained to participants and is available.
4. All contributions are expressly confidential.

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**B. Confidentiality**

The purpose of this policy is to address the Service Provider’s responsibility to protect service recipient’s confidentiality.

1. The following rules are to be followed to in all Title III, Missouri General Revenue, and SSBG funded services:

<b>Confidentiality Rules</b>	
<b>X</b>	
	1. Release service recipient information for administrative and program monitoring purposes only to the following: <ol style="list-style-type: none"> <li>a. Designated employees of the Federal Administration on Aging, Regional Office VII.</li> <li>b. Designated employees of the Department of Health and Senior Services.</li> <li>c. Designated employees of Aging Best and supervised volunteers.</li> </ol>
	2. Protect the privacy of service recipients with respect to their contribution. Service Providers or its agents shall not, in any way, engage in any type of activity which reviews, monitors, or advertises the amount a specific person contributes.
	3. Inform all persons who sign an application or a sign-in sheet for program service delivery that application for services grants consent for administrative and program monitoring access by Aging Best.
	4. With respect to photographs, motion pictures, video recordings, or any other event record where a service recipient may be included, permission must first be granted by the service recipient to use, reuse, publish, and republish such material.
	5. Use compiled recipient lists only for providing designated services. Do not otherwise distribute or release.
	6. Do not make records available to any other individual, agency, or organization without a signed written consent for release of information from the recipient or a legal representative, that: <ol style="list-style-type: none"> <li>a. Identifies the individual, agency, or organization to whom the information is to be released,</li> <li>b. identifies specifically what information is to be released, and</li> <li>c. Specifies the dates for which the written consent is valid.</li> </ol>
	7. Program, fiscal, and statistical records that do not identify individual service recipients are not confidential and shall be made available for public inspection on request.

**C. Assessment and Monitoring**

1. Monitoring of Service Providers will be maintained through the required financial and program reports. These reports, at a minimum, will be reviewed upon submission and formally through Service Providers’ assessments.
2. Aging Best will regularly assess all contracts under the Area Plan. The following will govern assessment activities:
  - a. All Service Providers will be notified in advance of the following:
    - i. The activities to be assessed.
    - ii. The tool/guide Aging Best will use in assessing the Service Providers.

- b. Aging Best will at the minimum assess Service Providers on an annual basis. More frequent assessment may be conducted of new Service Providers or those that have been determined to need more frequent assessment.
- c. Within thirty (30) calendar days after the visit, a written communication will be returned to the Service Provider. This report will include at the minimum:
  - i. Identification of findings;
  - ii. Identification of technical assistance needed if any;
  - iii. Identification of corrective time frames if any; and
  - iv. Identification of potential sanctions if any.
- d. A copy of the report will be maintained on file at Aging Best.

#### D. **Technical Assistance**

The purpose of this policy is to identify Aging Best's technical assistance responsibilities and procedures

1. Aging Best will provide technical assistance to a Service Provider in the following areas:
  - a. Development of a program design [excluding budgets]
  - b. Enhancing program design and delivery of services
  - c. Developing coordination activities
  - d. Establishing accountable administrative and management functions
  - e. Assuring fiscal accountability
  - f. Implementing accurate and comprehensive record keeping reporting
  - g. Implementing Affirmative Action and Equal Employment Opportunity
  - h. Accomplishment of program objectives
  - i. Carrying out other provisions of the grant or contract; and
  - j. Completing corrective actions for problems identified in assessments
2. Whenever technical assistance is provided, written correspondence will be sent to the Service Provider. This correspondence should include:
  - a. Recommendations;
  - b. Justification based on references to Federal, State, or agency policy, and
  - c. If necessary, time frames for actions to be taken.

#### E. **Preference for individuals age sixty or over with Greatest Economic or Social Need**

1. The Service Provider shall identify eligible persons with the greatest economic and social needs within the planning and service area.
2. **Greatest economic need** status is defined as: Any income level at or below the poverty levels established by the Office of Management and Budget.
3. **Greatest social need** status is defined as a person who experiences:
  - a. A physical or mental disability;
  - b. geographical isolation;
  - c. Cultural or social isolation; or
  - d. A language barrier. \*

\*If a substantial number of older individuals residing in any planning and service area in the State are of limited English-speaking ability; the OAA section 321(a)(3) authorizes the use of Title III Funds for language translation services.

#### **F. Target Population**

1. Service Providers shall use any or all of the following outreach methods to reach senior(s) of greatest social and economic need:
  - a. Notices in local publications.
  - b. Telephone contact.
  - c. Community meetings.
  - d. Word-of-mouth by service recipients.
  - e. Referrals from other social service agencies.
  - f. Newspaper Public Service Announcements.
  - g. Radio and Television Public Service Announcements.

#### **G. Life Safety**

1. Facilities used for delivery of Older Americans Act services shall be in compliance with all applicable state and local fire and safety laws.
  - a. In the event that state or local safety laws, ordinances, or codes are not adequate to assure the safety of older persons, or for any locality that has no governing fire and safety laws, ordinances or codes, the provisions of the National Fire Protection Association "Life Safety Code" for Places of Assembly shall apply.
  - b. Each facility shall have installed, and shall maintain in operable condition, an adequate number of smoke detectors and fire extinguishers of the appropriate type as determined by consultation with state or local fire authorities. All smoke detectors and fire extinguishers shall be located within the premises according to the recommendations of state or local fire authorities.
  - c. Each facility shall develop and implement a written plan for assuring the safety of service recipients, staff and volunteers in case of fire or other safety threatening situations. Copies of the plan shall be on file at the site and a copy sent to Aging Best. The plan shall be developed in consultation with state or local fire authorities and shall include but not be limited to:
    - i. A written assessment of potential fire or safety hazards present on the premises, and actions and procedures that are followed to minimize potential danger;
    - ii. A written schedule for periodic check of smoke detectors and fire extinguishers to assure that adequate pressure or battery strength is maintained for efficient operation when needed;
    - iii. A plan and schedule for staff and volunteers on safety responsibilities and actions to be taken if an emergency situation occurs and documentation of training sessions provided; and
    - iv. A charted evacuation plan shall be posted and evacuation drills shall be conducted periodically.

- d. Each site shall be inspected annually by state or local fire authorities and shall retain documentation of the inspector's report, recommendations, and how and when any deficiencies were rectified. This documentation shall be on file at the service delivery site; and a copy sent to Aging Best.
- e. Each facility that houses senior programs or services, direct or contracted, shall have proper concealed weapons ban postings during the operating hours of service. These signs shall be displayed in a conspicuous place of a minimum size of eleven inches by fourteen inches with the writing thereon in letters of not less than one inch.

#### H. **Licensure and Safety**

1. At least annually, Service Providers must submit documentation that all state and local licensure and safety requirements are met.
2. The Service Provider shall maintain required licensure and safety requirements.

#### I. **Reporting Imminent Danger**

1. If the Service Provider's staff or volunteers become aware of any situation of possible abuse, neglect, exploitation, or imminent danger of a senior, they must bring this to the attention of an appropriate official for reporting and follow-up. All staff and volunteers must be trained in identifying signs of potential senior abuse and in how to report such suspicions.

#### J. **Outreach, Training, and Coordination**

1. Service Providers must:
  - a. Ensure that all eligible persons are informed of the services available
  - b. Provided maximum opportunity for eligible participation.
  - c. Provide proper training to all volunteers and paid staff.
  - d. Coordinate services with other provider agencies in the planning and service area to assure comprehensive delivery of services and to reduce duplication.

#### K. **Volunteers**

Each Service Provider with volunteer assistance shall develop plans for recruiting, orienting, and training volunteers. The following rules shall be followed:

1. A job description shall be developed that clearly states the volunteers' responsibilities.
2. Volunteer responsibilities or duties are to be matched to individual qualifications.
3. Appropriate staff must be assigned to supervise volunteers.
4. Volunteers may be from any age group, though preference should be given to persons aged 60 or over.

#### L. **Program Eligibility and Required Documentation**

1. Individuals are eligible for service as follows:
  - a. For *Title III* grants issued by Aging Best Area Agency on Aging, any individual who is at least 60 years of age and his/her spouse, regardless of age, is eligible to receive

- services from the service provider. The Title III nutrition program has additional eligibility criteria outlined within the Nutrition Providers' Manual.
- b. If contractors receive Social Service Block Grant funds, they may offer services to individuals who are disabled and between the ages of 18 and 59, so far as funding permits.
  - c. Contractors receiving funding through Aging Best from other sources will be required to observe the service eligibility requirements of that particular source.
2. The *Aging Information System* (AgingIS) requires a Client Registration form for all participants in certain services. Services requiring client registration are:
- a. Adult Day Care.
  - b. Case Management.
  - c. Chore.
  - d. Home Delivered Meals.
  - e. Homemaker.
  - f. Personal Care.
  - g. Assisted Transportation.
  - h. Congregate Meals.
  - i. Nutrition Education.
  - j. Respite.
  - k. Minor Home Repair and Modification
  - l. Other services as applicable.
3. Service Providers must document each instance in which service is provided to a participant. Such documentation is normally in the form of a client signature sheet.
4. Eligible participants cannot be denied services because they are unable or unwilling to provide information or because they are unable or unwilling to personally sign a signature form. A provider may take reasonable steps to ensure that a person desiring participation in a service does meet service eligibility criteria.

#### **M. Participant Rights and Responsibilities**

##### **1. Rights and responsibilities for eligible participants:**

- a. Service Provider will provide eligible participants who attend the center a fair and equitable system by which the food prepared for the day can be distributed.
- b. Any eligible participant shall be allowed to register for a meal unless the supply of prepared food is served out to other eligible participants before his/her turn to receive a meal or unless the participant arrives after the scheduled serving time. Amounts of food prepared shall be determined by forecasts based on the best and most accurate attendance information available.
- c. Each eligible participant shall normally be offered the complete menu meal with each food item portioned as prescribed by federal regulations. The eligible participant may decline any part or parts of the meal.
- d. To receive a meal, an eligible individual must sign a meal sign-in sheet. If a person is unable or unwilling to sign for a meal, the Senior Center Administrator may

designate a person or persons to sign for the individual and note it on the individual's registration form.

- e. Meal service shall be scheduled so that food is available for at least thirty minutes after serving begins.

## 2. Termination of Service:

- a. **Noncompliance.** Refusal to comply with written guidelines and procedures or socially unacceptable behavior at senior centers, in classes, at outreach events, and at other Aging Best offices and events may result in an individual's service disqualification. If attempts to resolve the problem are unsuccessful, termination may occur in the following manner:

- i. The Program Manager or Senior Center Administrator (SCA) or other designated Aging Best representative must first give the offending participant an oral warning in the presence of a third-party witness. The representative shall document the warning. The representative shall forward the documentation to the Program Manager or Director.
- ii. Temporary Exclusion. If offending behavior persists, the Program Manager or Director will, on behalf of the Aging Best governing board, send by certified mail or hand delivery in the presence of a third party, a written temporary termination of service.
- iii. The notice of temporary termination of services must explain the behavior that prompted the termination and the violated guidelines.
- iv. The notice must specify the service(s) to be withheld and the length of time services will be withheld.
- v. Initial temporary terminations shall approximate thirty (30) consecutive days from anticipated receipt of letter.
- vi. The notice shall list alternative options for substitute services during the suspension.
- vii. The participant may file a grievance within thirty (30) days in accordance with Aging Best Program Participant Grievance Policies.

- b. **Extended Termination:**

- i. Upon return to service, if inappropriate behavior reoccurs, the Senior Center Administrator, or Aging Best representative, will document and notify the Aging Best Program Manager or Director.
- ii. The Program Director may initiate, on behalf of the Aging Best Governing Board, permanent termination procedures in compliance with state regulations.

- c. **Termination for Unlawful or Dangerous Situations.** Behavior that is unlawful or dangerous may result in immediate dismissal/removal from services. If warranted, law enforcement will be asked to assist immediately. Documentation of action taken must be completed and forwarded to the Aging Best Program Director for determination of permanent dismissal.