

Aging Ahead

SERVICE PROVIDERS POLICY MANUAL

This document is for your information and should not be returned with the sealed bid. By signing the Assurances of the Senior Services Overview bid packet, Contractor agrees to adhere to all terms and conditions outlined in this manual, should a contract be awarded.

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SECTION ONE GENERAL CONTRACTUAL REQUIREMENTS

1. The Contract between *Aging Ahead* “agency” and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Request for Proposal shall govern. However, the agency reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor’s proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The contractor is cautioned that his/her proposal shall be subject to acceptance by the agency without further clarification.
2. Any change in the contract including the scope of service or service delivery system described herein, whether by modification and or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the agency. Any amendment to the contract shall 1) specify an effective date, 2) specify any increases or decreases in the amount of the contractor’s compensation, if applicable, 3) describe changes, if any, to the provisions of the contract, 4) be entitled as an “Amendment”, and 5) signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
3. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable and must be registered with and maintain good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
4. The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the agency. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee, insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the agency, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
5. The agency is not obligated for any payments to the contractor until funds have been awarded by the Board of Directors and the contract has been fully negotiated and executed. Upon the award of funds a letter will be mailed to the contractor notifying contractor of total award amount.
6. The contractor further agrees and understands that any payment due under the terms of the contract shall be made by the agency only 1) after full execution of contract document, 2) after the timely receipt of properly itemized monthly invoices and 3) after approval and acceptance of the contractor’s monthly invoice. Unless specifically stated otherwise in the contract, any and all materials, reports, etc., required under the contract shall be delivered to the agency. The contractor’s invoice(s) must identify the agency’s official contract number. Payment will be made to the name and address identified in the contract as the “contractor” unless 1) the contractor has authorized a different name and mailing address in writing, or 2) unless a court of law specifies otherwise. The contractor should not invoice federal tax.

**SECTION ONE
GENERAL CONTRACTUAL REQUIREMENTS
(CONTINUED)**

6.1 INVOICING REQUIREMENTS AND PAYMENT PROVISIONS: The contractor shall submit a monthly invoice itemizing services on the *Aging Ahead* template to:

Aging Ahead
14535 Manchester Road
Manchester, MO 63011

6.1.2 The contractor, in no event, will be paid in excess of the stated total guaranteed non-to-exceed project price quoted in the contract. If specifications or contract stipulate guaranteed not-to-exceed project price, the contractor will, in no event, be paid in excess of that stated project price.

6.1.3 The agency's standard terms for payments are Net 30 from the receipt of invoice. Contractor shall provide agency with a current W-9 prior to any payments being issued. At the contractor's option, the agency can initiate electronic payments for approved invoices. If the contractor wishes to elect ACH payment, inform the agency. The agency will send the appropriate paperwork.

6.2 No part of any funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation for appropriations pending before the Missouri Legislature or United States Congress.

6.3 Notwithstanding any other payment provision of the contract, failure of the contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, shall result in the withholding of payment under the contract unless such failure arises from causes beyond the control and without the fault or negligence of the contractor.

7. The contractor shall agree that funds expended for the purposes of the contract must be appropriated by the Congress for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the contractor shall not prohibit or otherwise limit the agency's right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of *Aging Ahead* business. The requirements stated in this paragraph shall apply to any amendment on the execution of any option to extend a contract.
8. The contractor shall fully coordinate his or her activities in the performance of the contract with those of the agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the agency throughout the effective period of the contract.
9. All reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the agency. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the agency.

**SECTION ONE
GENERAL CONTRACTUAL REQUIREMENTS
(CONTINUED)**

10. All reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the agency. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the agency.
11. The contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the agency.
12. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the agency of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the agency.
13. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the agency or its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Service/Service Delivery System covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.
14. The contractor covenants that he or she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
15. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the agency immediately. Upon learning of the actions herein identified, the agency reserves the right at its sole discretion to either cancel the contract or re-affirm the contract.
16. No provision in this document or in the contractor's proposal shall be construed, expressly or impliedly, as a waiver by the agency of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.
17. The agency may cancel the contract at any time for a breach of any contractual obligation by providing the contractor with a written notice of such cancellation. Should the agency exercise its right to cancel the contract for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
18. The agency reserves the right to terminate the contract at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishment prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency, become property of the agency. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

**SECTION ONE
GENERAL CONTRACTUAL REQUIREMENTS
(CONTINUED)**

19. The agency reserves the right to terminate the contract at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishment prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency, become property of the agency. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

In connection with the furnishing of supplies or performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Americans With Disabilities Act, Equal Employment Opportunity Act, the Health Insurance Portability and Accountability Act (HIPAA), a work authorization program such as E-verify and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

20. The contractor agrees and understands that the agency's agreement to the contract is predicated, in part and among other considerations on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The agency agrees that an approval of a substitution will not be unreasonable withheld.

21. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the contractor's performance under the contract, the contractor assumes the obligation to save the agency, including its employees, and assigns, harmless and to indemnify *Aging Ahead*, including its employees, and assigns, from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold harmless the agency for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

22. The federal government requires the agency to include the following paragraphs pertaining to clean air, if federal funds are expended: Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)). Section 508 of the Clean Air Protection agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**SECTION ONE
GENERAL CONTRACTUAL REQUIREMENTS
(CONTINUED)**

23. The provision shall require reporting of violations to the grant or agency and to the AESOP Assistant Administrator for Enforcement (EN-329). Contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (PL. 94-163).
24. Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the contractor at its address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing or by telegram when delivered to a telegraph office, fee prepaid and addressed to the contractor at its address as listed on the signature page of the contract, and/or hand carried and presented to an authorized employee of the contractor at its address as listed on the signature page of the contract.
25. Contractor shall furnish Agency with an original Certificate of Insurance, naming Agency, Owner, and all other parties required of the contractor, as an additional insured including completed operations. The insurance provided for the additional insured shall apply as primary and non-contributing insurance which includes coverage and minimum limits as shown below. Additional insured coverage should be provided by ISO Additional Insured Endorsement s CG 20 33 07 04 & CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insured.

- 1) Workers' Compensation Statutory, including Employer's Liability for a limit of \$1,000,000/\$1,000,000/\$1,000,000.
- 2) Commercial General Liability (occurrence format), (including Completed Operations, Board Form Property Damage, Personal Injury, and Contractual Liability for the Indemnification Agreement contained within this contract):
 - \$3,000,000.....General Aggregate
 - \$3,000,000.....Products-Completed/Operations Aggregate
 - \$1,000,000.....Personal & Advertising Injury
 - \$1,000,000.....Each Occurrence

General Aggregate Limit shall apply separately to each project. The General Liability policy will not contain any exclusions for residential work.

- 3) Comprehensive Automobile Liability \$1,000,000 -- Combined single limit including any auto, all owned autos, hired autos and non-hired autos.
- 4) Umbrella limits of at least \$1,000,000. Umbrella coverage must include as insured all entities that are additional insured on the Commercial General Liability.

Subcontractor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

SECTION ONE
GENERAL CONTRACTUAL REQUIREMENTS
(CONTINUED)

Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's work. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner, and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above.

Indemnification

To the fullest extent permitted by law, the Subcontractor shall indemnify, hold harmless and defend the Owner, Contractor, Architect, Architects consultants and agents and employees of any of them from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or arising out of operations conducted by the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expense is caused in part by a party indemnified hereunder, save and except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of the indemnity which would otherwise exist as to a party or person described in this paragraph.

26. Contractor shall defend, protect, and hold harmless ***Aging Ahead***, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
27. Contractor shall agree to enter data in and provide reports created by **Aging IS** (formerly the National Aging Program Information Systems/NAPIS) software. It shall be contractor's responsibility to purchase required software and equipment for this purpose and reimburse ***Aging Ahead*** for the monthly fee as noted on Contractor's invoice.

SECTION TWO
SERVICE PROVIDER POLICIES
Required For All Services – 19 CSR 15-7.010

For the purposes of this document, the terms “service provider” and “contractor” are synonymous.

1. Service Providers shall meet all applicable state and local licensure and safety requirements for the provisions of those particular services.
2. Service Providers shall maintain any licensure, certification, or registration mandated by any state or local government, body or board.
3. Service providers shall allow only employees or volunteers holding a current license, certification, or registration to perform those tasks, duties, or functions for which licensure, certification, or registration is required by any state or local agency, body, or board.
4. Service providers shall have an adequate number of staff (paid or volunteer) who are qualified to perform assigned functions in order to implement the activities and services.
 - A. Multilingual staff shall be available when there are substantial numbers of non-English speaking service recipients.
 - B. A written job description for each position function and responsibility and the line of supervisory authority for each position (paid and volunteer) shall be developed and maintained. Personnel qualifications shall meet job description requirements.
 - C. A written performance evaluation of each paid staff member shall be done at least annually and shall be maintained in the employee’s personnel file.
 - D. A training file shall be maintained that documents the type of training provided, names of staff and volunteers participating, number of hours of training provided and date(s) training was provided. A report of each employee’s orientation and in-service training provided by the service provider and from other sources shall be placed in that employee’s personnel file.
5. Centers shall be in compliance with all applicable state and local fire and safety laws, as well as the following requirements:
 - A. If the division determines that the state or local fire 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” (NAPA no. 101, 1981 edition) for places of assembly shall apply;
 - B. Centers 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;

SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)

- C. Centers shall develop a written safety and evacuation plan for assuring the safety of service recipients, staff and volunteers in case of fire or other hazardous situations and evacuation drills shall be conducted periodically. Copies of the plan shall be on file at the center and at the area agency's office and a charted plan shall be posted conspicuously in the center. The plan and procedures shall include but need not necessarily be limited to:
1. A written assessment of potential fire or safety hazards present on the premises and actions and procedures that are to be followed to minimize danger;
 2. 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; and
 3. A written training plan including frequency of comprehensive and refresher training for staff and volunteers on safety responsibilities and actions to be taken if an emergency situation occurs with documentation of training sessions provided; and
- D. Fire inspections shall be conducted annually at all centers. At least every two (2) years the inspection shall be conducted by state or local fire authorities; on alternate years the area agency may conduct the inspection provided appropriate training has been received and the form required by the division is used. Documentation of the inspector's report, recommendations and corrections of any deficiencies shall be maintained at the area agency and center offices.
6. Service providers who staff have direct physical contact with service recipients shall make emergency arrangements in consultation with relevant agencies, for dealing with service recipient personal emergencies, that include:
- A. Specific personnel designated and trained to take charge in an emergency;
 - B. A person, present or immediately available during all hours that the center is open, who has successfully completed a training course in first aid or emergency care that included at least:
 1. Basic first aid;
 2. Cardiopulmonary resuscitation (CPR);
 3. Heimlich maneuver; and
 4. Guidelines on when to attempt first aid or when to take alternative action; and
 - C. Written instructions posted conspicuously by each telephone which includes the 911 emergency telephone number, if available; or other local emergency telephone numbers, such as those of physicians, ambulances, hospital emergency rooms and local civil defense or disaster offices if the 911 number is not available in the community.
7. Caterers and centers in which food is prepared, served, or both, shall be maintained in a safe and sanitary manner and shall be in compliance with all applicable state, county or city health codes. Each location at which food is prepared shall be inspected annually by state or local health authorities. Each location at which prepared food is received from another source shall be inspected annually. The inspection shall be conducted by state or local health authorities at least every two (2) years; on alternate years the area agency may conduct the inspection provided appropriate training has been received and the form required by the division is used. Documentation of the inspector's report, recommendations and corrections of any deficiencies shall be kept at both the area agency and center offices.

**SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)**

8. Service provider staff and volunteers shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or the household in likelihood of serious physical harm shall be immediately reported to the division's elderly abuse hot line (1-800-392-0210). Likelihood of serious physical harm means one (1) or more of the following.
 - A. A substantial risk that physical harm to an adult will occur because of failure or inability to provide for essential human needs as evidenced by acts or behaviors which have caused such harm or which give another person probable cause to believe that the adult will sustain such harm;
 - B. A substantial risk that physical harm will be inflicted by an eligible adult upon himself, as evidenced by recent credible threats, acts or behavior which have caused such harm or which place another person in reasonable fear that the eligible adult will sustain such harm.
 - C. A substantial risk that physical harm will be inflicted by an eligible adult upon another as evidenced by recent acts or behavior which has caused such harm or which gives another person probable cause to believe the eligible adult will sustain such harm; or
 - D. A substantial risk that further physical harm will occur to an eligible adult who has suffered physical injury, neglect, sexual or emotional abuse, or other maltreatment or wasting of his financial resources by another person.
9. Service providers shall provide the following:
 - A. Public information activities to ensure that targeted older persons are informed of the services available and have maximum opportunity for participation using the following guidelines:
 1. The service provider has primary responsibility for public information for their program with technical assistance provided by *Aging Ahead*. A program specific public information marketing plan for the contract year will be developed by the Contractor and approved by the agency no later than the end of the third month of the Fiscal Year.
 2. The preparation and mailing of news releases will be the responsibility of the Service Provider. The Service Provider will assure that each release bears the funding comment required of all Service Providers by the Agency.
 3. The contractor will also provide the Agency with a copy of flyers, brochures, posters, etc., used to publicize programs as well as, if available, a copy of news releases actually printed or accounts of public service announcements actually aired.
 4. The technical assistance provided by the Agency includes the provision of appropriate resource

**SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)**

materials, if needed. Other technical assistance may be provided by the Agency on request of the Contractor.

- B. Coordination with other service providers in the planning and service area to assure comprehensive delivery of service and reduce duplication.
 - C. A written complaint procedure through which the service recipient can communicate to the service provider aspects of the service which impact negatively upon them.
10. Service providers who use volunteers, shall develop a written plan for recruiting, orienting, training, supervising and terminating volunteers.
11. Service providers shall serve older persons with the greatest economic or social need, especially low-income minority persons. Service providers may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. Service providers shall not use a means test to deny or limit individuals' services within the target population if the service is funded under Title III of the Older Americans Act or the Social Service Block Grant (SSBG). Service providers must have a written plan to reach low income, and low-income minority persons.
12. Service providers shall obtain the views of service recipients about the services they receive. These procedures may include:
- A. Advisory groups composed of service recipients organized and functioning;
 - B. Tracking requests made through the Information and Referral system;
 - C. Conducting periodic surveys of opinions of service recipients regarding satisfaction with existing service, ideas for improvement and enhancement, and suggestions for additional programs, services or activities.
13. Service providers shall assure that federal funds shall not be used to replace funds from non-federal sources and that the service provider shall continue or initiate efforts to obtain support from private sources or other public organizations.
14. Service providers shall implement Public Law 93-112, section 504, non-discrimination on basis of handicap, as well as the following specific requirements:
- A. Participants with disabilities shall receive the same services provided to any other citizen except where their particular handicap prevents them from participating in an activity;

SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)

- B. Any facility being considered for use as a center for delivery of alternative services shall be barrier-free and meet the requirements as set by the American Standards Institute;
 - C. If an existing service delivery facility is not barrier-free and cannot be structurally changed to meet barrier-free requirements, services provided at this location shall be provided to participants with disabilities in their own home or in another accessible location;
 - D. Transportation to barrier-free centers shall be provided if needed. Service recipients shall not be transported (embarking to disembarking) more than thirty (30) minutes travel time or twenty-five (25) miles in distance in order to reach an accessible center.
15. Procedures for handling contributions shall be developed and implemented that include the following:
- A. Each recipient shall be provided with an opportunity to voluntarily contribute to the cost of the service;
 - B. The privacy of each recipient with respect to his or her contribution shall be protected;
 - C. Appropriate measures to safeguard and account for contributions shall be established which include the following:
 - 1. Using two (2) unrelated persons to count and sign daily receipts report;
 - 2. Keeping receipts in a safe or locked box until deposited;
 - 3. Recording and depositing all contributions on the date of receipt;
 - a) Comparing deposit amount reported by bank against the amount on the daily receipts report prepared by the money counters;
 - b) Attaching receipts report to deposit slip issued by the bank;
 - 4. Taking precautions to prevent theft of cash receipts;
 - 5. Reporting contribution receipts to the area agency at least monthly; and
 - 6. Avoiding an accumulation of a large balance of income on hand.
 - D. All contributions shall be used to expand the service for which the contribution was made.
 - E. A suggested contribution schedule may be developed for each service provided. In developing a contribution schedule, the provider shall consider the income ranges of elderly persons in the community, the provider's other source of income and the actual cost of the service. The contribution schedule should be revised periodically as needed; and
 - F. A provider shall not deny any elderly person a service because the elderly person will not or cannot contribute to the cost of the service. An eligible service recipient shall not be charged for participating in any service or activity.
16. Administrative policies and procedures shall be followed which include:

SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)

- A. A current Affirmative Action/Equal Employment Opportunity Plan and program as required by the Civil Rights Act of 1964 and the Federal Equal Opportunity Act of 1972;
- B. Record keeping and confidentiality as cited in 15 CSR 5-4.300;
- C. Reporting systems to document and report all required program, fiscal and administrative information needed by the area agency. The system shall include format and timeliness for submission;
 - 1. All Service Providers funded by *Aging Ahead*, shall adhere to fiscal and programmatic requirements thereby ensuring compliance with regulations and facilitating the reporting of information to *Aging Ahead*.
 - 2. The Service Provider shall adhere to the following procedures.
 - a. Fiscal accountability shall be maintained through the implementation of a modified accrual accounting system and/or double-entry system.
 - b. Fiscal, programmatic, and administrative records pertaining to the service provided under contract with *Aging Ahead* shall be retained by the provider for seven years.
 - c. Required fiscal, programmatic, and administrative information shall be reported on prescribed reporting forms by submission dates as established by the contract.
 - d. Service providers shall secure and maintain records which provide a clear audit trail for the verification of billings, units of service provided, and persons served.
 - e. Program income must be expended before any other funds available as a result of the contracting relationship. All program income must be expended within the fiscal period generated.
- D. Bonding for all volunteers, staff, or governing body members who have fiscal responsibilities, to protect against loss of federal and state funds or agency income;
- E. Insurance coverage which includes:
 - 1. Worker's compensation-statutory amount as prescribed by laws of the State of Missouri;
 - 2. Comprehensive general liability covering employees, volunteers, and service recipients;

**SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)**

3. Product liability as applicable to the service provided; and
 4. Automobile liability for service provider vehicles; and, for volunteers using their own vehicle, at least a procedure for verifying that the volunteer maintains adequate insurance and understands his or her liability.
- F. Written policies that specify which holidays and “special event days” may be observed by curtailing delivery of services and procedures for publicizing these dates and assuring that service recipients are informed.
- G. Written policies and procedures to be followed when service delivery must be interrupted due to emergency situations include:
1. Definition of types of emergencies (weather, natural disaster, health, etc.);
 2. Specifications of the person/position responsible for making the decision to interrupt scheduled service delivery; and
 3. Identification of procedures to be followed for notifying service recipients.
- H. Written policies and procedures to be followed when it is necessary to terminate or deny services to an individual service recipient that include:
1. Justification for termination or denial;
 2. Referral to other needed services; and
 3. Follow-up for return to service, when appropriate.
17. Any facility altered, renovated, acquired by purchase or lease or constructed using federal or state funds may not be used for religious instruction or as a place of worship, as follows;
- A. Federal and state funds shall not be used to renovate, alter or construct a building that is also intended to be used, or is used, as a place of worship even though the building may serve as a multipurpose senior center.
 - B. Service providers shall have written agreement with sectarian organizations housing alternative services programs which includes the provision that all equipment purchased with federal funds remain the property of the area agency, as per 45 CSR part 74;
 - C. Each individual participant shall have a free choice of whether or not they wish to participate in prayer and no staff (paid or volunteer for that day) shall initiate, lead, organize or encourage a prayer or moment of silence; and

SECTION TWO
SERVICE PROVIDER POLICIES
(CONTINUED)

D. Service providers shall ensure that no federal or state funds shall be used for religious instruction or worship.

18. Any facility altered, renovated, acquired by purchase or lease or constructed using federal or state funds may not be used for political campaigning on behalf of any candidate for local, state or national office unless –

- A. The political discussion is a planned, scheduled activity;
- B. All candidates for a particular office are personally present or afforded the opportunity to be present; and
- C. All candidates are afforded the opportunity to present their views through a series of discussions, scheduled at intervals, but given equal time.

**SECTION THREE
NON-FEDERAL MATCH REQUIREMENTS**

NON-FEDERAL MATCH

A. All service providers must generate local support by obtaining at least 15% amount of local funds/resources to “Match” *Aging Ahead* funds awarded. Family Caregiver Support Program requires 25%. To calculate 15% match: divide total *Aging Ahead* funds requested by .85, less AAA funds. To calculate 25% match: divide total *Aging Ahead* funds requested by .75, less AAA funds.

B. Non-federal match may be in the form of either cash resources or in-kind resources.

1. Cash Resources

Cash resources means cash outlay, including money contributed by public agencies and institutions, private organizations and individuals, other than program income.

2. In-Kind Resources

In-Kind resources represent the value of non-cash resources provided by:

- a. public agencies and institutions, and
- b. private organization and individuals.

In-kind resources shall be accepted as part of the match requirement only when they are:

- a. identifiable by accurate record-keeping;
- b. are not included as resources for any other federally assisted program;
- c. are necessary and reasonable for the achievement of the objectives;
- d. fair and reasonable and may not exceed the amount allowable if the items were actually purchased; and
- e. claimed only after the resource is actually used by the service provider.

Unallowable In-Kind Resources:

A service provider may not claim as in-kind resources:

- a. the value of discounts allowed by vendors for goods or services purchased;
- b. the value attributable to the use of radio or television time; and
- c. resources given in a prior year may not be used to match a current year budget.

This list is not meant to be inclusive. Whenever there is a question concerning the acceptability of a non-federal in-kind resource, contact *Aging Ahead* office.

SECTION FOUR EQUIPMENT REQUIREMENTS

EQUIPMENT - PURCHASE, DISPOSAL, INVENTORY

- A. Service Providers shall follow all applicable federal and state regulations regarding the purchase, disposal, and inventory of equipment obtained through *Aging Ahead* funds.
- B. Purchasing Equipment: Service provider must solicit at least three (3) vendors for bids for the purchase of equipment, supplies, and other major purchases whose value is greater than \$2,500. This would also include “class” purchase of similar items, none of which exceed \$2,500 but combined would be \$2,500 or more. All other factors being equal, the lowest bid should be accepted.

It is recommended that service providers establish a purchase order system.

Disposal of Property: If a program wishes to dispose of a non-consumable tangible property item whose acquisition cost was borne in whole or in part by *Aging Ahead* funds, the following procedures must be followed:

1. Contact *Aging Ahead* office indicating the reasons for wanting to dispose of the property.
2. Acquisition cost and the year of purchase must be determined.

Aging Ahead must follow all applicable federal regulations regarding the disposal of equipment. A determination will be made on the proper procedure to follow within two weeks and the program will be notified.

Inventory: Each program shall be responsible for taking an annual inventory of all items purchased with *Aging Ahead* funds, matching funds, and/or program income. Inventory shall take place during the last month of *Aging Ahead* fiscal year.

In order to have an accurate and current property system in the *Aging Ahead* office it is necessary for programs to inform *Aging Ahead* of inventory changes throughout the fiscal year.

Marking of equipment is necessary to insure that items purchased with *Aging Ahead* funds can be identified.

SECTION FIVE THE EVALUATION PROCESS

This information is presented so that the public may gain insight into the evaluation process of professional and general services. However, ***Aging Ahead*** does reserve the right to waive or modify the evaluation process described herein if deemed in the best interest of ***Aging Ahead***.

Aging Ahead is responsible for a) the selection of evaluators, b) the evaluation of qualifications, c) the selection of the successful provider(s) and d) the award of contracts. To the extent reasonably possible and practical, the ***Aging Ahead*** strives to utilize a Proposal Evaluation Committee. The Committee as a whole does not have any authority other than to make a recommendation to the ***Aging Ahead*** Board of Directors. The ***Aging Ahead*** Board of Directors may accept or reject the Committee's recommendation, seek additional advice from others, or re-evaluate the qualifications at its sole discretion.

For all practical purposes, the evaluation process involves three basic steps.

The first step is to determine the responsiveness of each provider's qualifications. To be responsive, the provider must comply with submission requirements and agree to perform the required services in accordance with the terms and conditions stated in the RFP. Those qualifications determined to be non-responsive are set aside and not evaluated. Those that are considered responsive will be evaluated. In making such a decision, ***Aging Ahead*** reserves the right to waive minor technicalities at its sole discretion. However, providers are cautioned not assume that a minor technicality will be waived.

The second step consists of gaining a clear and comprehensive understanding of each qualifications and related facts prior to entering into any discussion related to the subjective evaluation of proposals.

The proposals will be read and studied intently. However, other optional tools are available to the evaluators. Some of these are: a) telephone interview with provider's references and other known sources for background information, b) telephone discussions with a provider to clarify or confirm the written word, c) inspection visits to the provider's facility or operational site, d) formal question/answer sessions with a provider, e) formal presentation of a technical approach by a provider, and/or f) any other fact-finding method deemed prudent and necessary by ***Aging Ahead***.

The purpose of a formal question/answer conference is to clarify or to confirm the intent and representations made in the proposal. Providers are not permitted to ask questions, but must answer all questions asked by the Committee and/or Board of Directors. Answers to the questions are restricted to statements of fact. Negotiations are not permitted. Providers are not permitted to change the content of their proposals.

When a formal presentation of a technical approach is scheduled, the provider is requested to present facts and technical information related to his qualifications. A formal presentation is normally limited to a specific amount of time and may be followed by a formal question/answer conference.

**SECTION FIVE
THE EVALUATION PROCESS
(CONTINUED)**

The selection of particular providers or the number of providers chosen for either a question/answer conference or a formal presentation is at the sole discretion of the *Aging Ahead* Board of Directors and dependent upon the need for factual information and clarification of qualifications for the benefit of the evaluators. If invited, the provider will be given advanced notice of the conference. The provider must travel at his own expense.

The third step consists of subjectively evaluating each responsive qualification. Each evaluator will make an individual recommendation by scoring points in accordance with the published evaluation plan. The points which are assigned represent, in a symbolic manner, the evaluator's opinion leading to the recommendation.

Staff/Proposal review team evaluators will present proposal recommendation reports to Agency Chief Executive Officer for review/input. The final recommendation, based on the Chief Executive Officer's input, will then be presented to the Area Agency on Aging Advisory Council for review/input. The Area Agency on Aging Advisory Council will provide input and make recommendations regarding proposed services, which shall become an official part of the Council's minutes. These recommendations of Council and staff will then be presented to the Board of Directors in the form of a final recommendation report, for acceptance or rejection as appears prudent. This report is available for review after the award of the contract. However, providers should be aware that such evaluation reports do not necessarily capture all of the thought processes and opinions of the evaluator, but simply highlight some of the basis considerations.

CRITERIA FOR AWARD

The comparative assessment of the relative benefits and deficiencies of qualifications in relationship to the published evaluation criteria shall be made by using subjective judgment after determining that qualifications satisfy the requirements stated in the Request for Proposal.

In the evaluation of qualifications, *Aging Ahead* reserves the right to accept or reject any or all proposals in whole or in part. *Aging Ahead* also reserves the right to make multiple awards with the goal of obtaining the best and lowest priced service.

At a minimum, applicants who may receive funding under this RFP must achieve at least an average of 70 of 100 points possible from the participating evaluation team.

In addition, State regulations require that *Aging Ahead* receive prior approval from the Missouri Division of Senior Services for all proposed contracts with for profit corporations under this Request for Proposal.

SECTION SIX CLIENT CONFIDENTIALITY

The Contractor shall maintain the confidentiality of client records as follows:

CONFIDENTIALITY OF RECORDS

A. *Aging Ahead* and its service providers shall maintain the confidentiality of records.

B. Confidentiality of records shall be maintained as follows:

1. All records that identify individual service recipients shall be confidential and may be released for administrative and program monitoring purposes only, to the following:
 - a. Designated employees of the Federal Administration on Aging;
 - b. Designated employees of the Missouri Department of Health and Senior Services, Division of Senior Services or of *Aging Ahead*;
 - c. Court of competent jurisdiction, when subpoenaed.
2. All persons who sign an application, or sign-in sheet, to receive services shall be informed that application for services means that their consent is given for identifying information to be used for administrative and program monitoring purposes within the Aging network.
3. Lists of names of older persons that are compiled shall be used for the purpose of providing services, with the informed consent of each individual on the list, and shall not be distributed, released, or used for any other purpose.
4. Records that identify individual recipients shall not be made available to any other individual, agency, or organization unless the recipient or legal representative has signed a written consent for release of information.
5. Program, fiscal, and statistical records that do not identify individual service recipients are not confidential and shall be made available for public inspection upon request.

**SECTION SEVEN
CONFLICT OF INTEREST**

Aging Ahead

POLICY FOR CONTRACTORS/SUB-GRANTEES
ON CONFLICT OF INTEREST AND NEPOTISM

January 19, 1979

At their Board Meeting on Thursday, January 18, 1979, the *Aging Ahead* Board approved the following Policy for Contractor/Sub-Grantees on Conflict of Interest and Nepotism:

The following policy shall be observed with respect to persons whose employment is supported by Older Americans Act of 1965 (as amended) and Related Acts funds or by contributions to local matching funds through a contract or sub-grant with *Aging Ahead*.

1. No person shall hold a job which is supported with funds provided by *Aging Ahead* through a Contract or Sub-Grant while he/she or a member of his/her immediate family serves on the *Aging Ahead* Board or is an employee of the same project.

A member of an immediate family shall be construed to include any of the following persons:

HUSBAND	DAUGHTER	BROTHER-IN-LAW
WIFE	BROTHER	SISTER-IN-LAW
MOTHER	SISTER	SON-IN-LAW
FATHER	FATHER-IN-LAW	DAUGHTER-IN-LAW
SON	MOTHER-IN-LAW	

Employees of projects funded through *Aging Ahead* shall not engage in any private business or professional activity which would place him in a position of conflict or have the appearance of conflict between his private interest and the interest of *Aging Ahead*, nor any other monetary value, either directly or indirectly under circumstance in which acceptance may result in any conflict of interest.

An employee may not work for a project funded through *Aging Ahead* in any matter which may directly benefit either himself/herself or a member of their immediate family or any person or business enterprise:

1. in which he or a member of his immediate family may own a substantial interest (i.e., ownership, directly or indirectly, of 10 percent or more of such an enterprise);
2. with which the employee or member of his immediate family shall have enjoyed profitable business or professional dealing within the period of one year prior to such action; and

**SECTION SEVEN
CONFLICT OF INTEREST
(CONTINUED)**

3. with which such officer or employee or member of his immediate family is associated in a business or professional way, or which is represented in this matter by any person or business entity with which said officer or employee or member of his immediate family is associated in a business or professional way.

An employee of a project who finds himself called upon to act in a situation where a conflict of interest exists, shall disqualify himself/herself and immediately inform his/her supervisor who shall relieve them of this particular responsibility and appoint somebody else to act in their place in the matter.

An employee of a project shall not accept payments or promises of payments or gifts from any outside source to himself or herself, their immediate family or any business enterprise in which they or members of their immediate family shall own a substantial interest, nor may they accept any commission, gratuity, or consideration, directly or indirectly from an outside source for any actions or decisions made while they are an employee of a project funded through *Aging Ahead*.

An employee who willfully conceals any such interest or violates any of the provisions about shall be subject to dismissal.

SECTION EIGHT CONTRIBUTIONS

Note: This section does not apply to National Family Caregiver Support Programs unless specified in Part II

Aging Ahead POLICY ON COLLECTING AND REPORTING *Aging Ahead* CONTRIBUTIONS

Effective January 19, 1979

At their Board Meeting on Thursday, January 18, 1979, the *Aging Ahead* Board of Directors approved the following policy on Collecting and Reporting *Aging Ahead* Contributions:

1. If the project is housed in a facility, all projects must have a container in which participants can place contributions. In order to assure confidentiality, the container must be placed in an area that is easy to see but not normally congested with people.
2. If the project is not normally housed in a facility, such as, a chore service program where the client makes a contribution in his/her own home, the client may be provided with an envelope in which to make the contribution.
3. Each day the contributions must be counted simultaneously by two (2) unrelated persons.
4. The amount should be entered on a daily contribution log and the persons counting the money must sign the sheet.
5. Contributions must be maintained in a safe or a locked box. Money must not be taken home by project staff.
6. The money must be deposited on date of receipt if possible.
7. Copies of the deposit slips must accompany the monthly program income report forwarded to the *Aging Ahead* office (senior centers only).
8. BONDING:
 - a. All individuals, volunteers, staff, and board members of service providers who have fiscal responsibilities must be bonded to protect against loss of *Aging Ahead* funds and/or program income. The amount of the bond should be sufficient to cover the amount of cash to which the individual has access at any given time.
 - b. Persons with fiscal responsibilities include anyone who receives/collects monies; anyone counting or depositing monies; anyone authorized to withdraw monies or sign checks; anyone who keeps financial records.

**SECTION EIGHT
CONTRIBUTIONS
(CONTINUED)**

Service Provider must submit written verification of bonding to *Aging Ahead*, including the names of all individuals bonded, in this P.S.A.

9. Contractor retains contributions collected. Contributions will be used for current allowable costs. Costs borne by the contribution do not count toward satisfying the matching requirement.

10. PROGRAM INCOME (Contributions)

A. All program income generated by *Aging Ahead* supported activities is the property of *Aging Ahead*, regardless of who generated the income, and can be spent only with the prior approval of *Aging Ahead*.

B. Program income is defined as:

1. Contributions made by persons participating in and/or benefiting from a service funded through *Aging Ahead*.
2. Revenue from sale of equipment, etc., originally purchased with federal/program income funds.

All service providers must follow approved internal control mechanisms to safeguard program income.

Program income must be used to expand services.

SECTION NINE APPEALS PROCEDURE

Area Agencies on Aging are required by the Older Americans Act to have an appeals procedure. The following procedure includes the revisions recommended by the Executive Committee at their meeting on January 9, 1980. Personnel grievance procedures are included in the Personnel Manual.

Effective January 21, 1980.

Aging Ahead APPEALS PROCEDURE

A local unit of government, subcontractor, a public or private agency or organization may appeal an action of the *Aging Ahead* Board of Directors. The petitioner may file a written notice of appeal with the President of the Board within ten (10) working days of the Board action about which he complains.

The written notice of appeal shall identify the Board action that constitutes grounds for appeal. The appeal shall contain a one-page summary of the position of the petitioner's case (not to exceed ten pages in length) and accompanied by all relevant exhibits. The President of the Board will cause the notice of appeal and all relevant documents to be forwarded immediately to the Board members.

At a regular or special called meeting of the Board, an oral hearing shall be granted to the petitioner. A minimum of thirty (30) minutes will be allowed the petitioner to present his position. The maximum time allowed will be established by the Board and will be dependent upon the complexity of the case.

The Secretary of the Board will inform the petitioner, in writing, of the Board's decision on the appeal.

A copy of the notice of appeal and the Board's decision will be forwarded to the Missouri Division of Senior and Disability Services.