

Purchase of Service Provider Assessment Policy and Procedure

Policy: CO.1.1

Effective Date: 3-1-13

Approved: *Tom Curtis, CEO*

Revised: 06/16/2015, 10.16.15

POLICY: Senior Resources assesses a minimum of 10% of Purchase of Service contracted providers each fiscal year. A tentative assessment schedule with selected providers will be generated and published within one month of the fiscal year start by the Contracted Services Coordinator. Providers of non-recurrent services, such as Durable Medical Equipment, will be assessed every two years. Providers will be selected for scheduling after soliciting feedback from Senior Resources’ Supports Coordinators and Billing Staff as to which providers should be selected. Providers that have had complaints filed against them in the past 1-2 years will be included in the schedule as well as those providers that have not been assessed in the past 3 years. Throughout the fiscal year, additional providers may be selected and assessments completed, if problems arise or evidence is presented that warrants an in-depth review.

PROCEDURE: Senior Resources utilizes a variety of assessment tools when conducting provider assessments. The assessment tools used depend on the type of provider being monitored (i.e. Durable Medical Equipment, Chore, Residential Settings, In-Home, Self-Determination). Typically, one tool is used for policy/procedure review, one for employee file review, and one for participant file review. See attached assessment tool. The first step in the assessment process is selecting the participants to be reviewed. A minimum of 10% of the participants being served by the provider during a recent 3-month period are selected. This is done by asking the Supports Coordinators for suggestions (which providers have questionable quality reports, concerning history, other issues) and then Contracts staff randomly selects the remainder. Typically, the review period is no less than two months prior to the assessment, to ensure that all re-bills/corrected bills are in and have been processed. The provider is then contacted at least two weeks in advance to schedule the assessment, and a form letter is sent verifying the date, listing participants selected, and includes copies of each of the tools to be used during the assessment process.

Two participant home visits are to be conducted for each provider selected. Participants for the home visits are randomly selected from the list of participants selected for the provider assessment. Home visits are conducted by the Quality Improvement Coordinator using the Participant Monitoring Tool. Participants are contacted prior to the visit to assure participant willingness to participate in the review, and to check availability. Results of the home visits are communicated to Contracts staff, which includes a summarization of the visit in the assessment follow-up report.

On the day of the assessment, Contracts staff follows up with questions on specific items from the tool where more detail is needed. A review is conducted of participant records and billing records to ensure that units billed match units verifiable on the submitted timesheets. Requirements for verifiable documentation are found in Senior Resources’ Conditions of Participation. A variance report from MICIS is used to verify bills by date. A review of a random selection of employee charts for employees that actively serviced the selected participants during the review period is conducted. The file of at least one supervisor for direct-care staff is also reviewed. After the review is completed, an exit interview is conducted to inform the provider of the initial findings and provide an opportunity to discuss any issues/concerns that they may have.

Within 30 days of the assessment, a written follow-up letter is sent. The letter will list all findings from the assessment along with any required corrective action. If there are significant findings of non-compliance, the

provider may be placed on probationary status. This status means that the provider may not receive any new service referrals or increases in existing service authorizations from Senior Resources. If corrective action is required, a deadline is established for submission of a corrective action plan with an implementation timeline. If the corrective action plan is approved, then verification of implementation is requested. This may be in the form of training logs, updated forms, updated or new policies and/or procedures, or other verification items as the corrective action warrants. Once all corrective actions have been implemented and compliance has been established, the provider may be released from probationary status. If necessary, a second assessment may be conducted to verify compliance.

Items reviewed by category

<u>Employee Files</u>	<u>Participant Files</u>	<u>Policy & Procedure Manual/Misc.</u>
Date of hire	Identification as SR participant	Required Insurances
Participants served	Service authorizations	Supervisor Credentials (RN License)
Services performed	Progress notes	Training P&P
Reference checks	Assessments	Evaluation/Supervision P&P
Criminal history screening	Release of information	Orientation P&P
TB test & results	Task/timesheets	New Hire process and P&P
Automobile license/insurance	Rights and responsibilities	Authorization/referral process
Licensure/Certifications	Record of service delivery (non-in-home services)	Communication process and P&P
Supervisory visits	Monthly testing/activity reports (PERS/Med. Dispensers)	Privacy P&P
Performance evaluations	Verify appropriateness of tasks to service authorized	Participant rights & responsibilities
In-service dates & topics	Verify times with billing records	Participant feedback P&P
Employment application/resume		Participant complaints P&P
		Complaint resolution P&P
		Emergency response plan
		Recruitment P&P
		Medication administration P&P
		HIPAA Compliance
		Record maintenance
		At-Risk status P&P
		Assessment process/service plan
		Service documentation P&P
		Service verification plan
		Other items as needed

Purchase of Service Provider Quality Policy and Procedure

Policy: CO.1.2

Effective Date: 03-01-13

Approved: *Sam Curtis*, CEO

Revised: 7-21-15, 10.16.15

POLICY: Senior Resources has established a policy of ensuring that providers adhere to quality services standards and terms under their contract agreement. Quality is measured and monitored through a formal assessment process and by way of investigation, with documented follow-up of reported complaints and/or critical incidents.

PROCEDURE: Provider quality is monitored on an ongoing basis. Provider assessments are conducted annually on a minimum of 10% of all Purchase of Service contractors. The assessment process includes a review of the agency’s policies and procedures, service records, employee files, and participant files. When non-compliance with contract requirements is found, corrective measures are initiated. Significant findings of non-compliance with contract requirements may warrant immediate probationary status at Contracts staff’s discretion. Refer to Senior Resources Provider Assessment policy.

Service Monitoring

Supports Coordinators review the COMPASS Service Summary Report with participants at each thirty day contact to determine that services received are consistent with the services authorized. Supports Coordinators also review the Plan of Care with participants at (re)assessments to assure that services received are consistent with the Plan of Care. Supports Coordinators are to follow up with providers on any discrepancies.

Supports Coordinators receive a quarterly report generated from Clear Access for all recurrent Waiver services by participant from the Quality Improvement Coordinator. This report shows all participants, by service, with less than 90% of their authorized services billed for the preceding quarter. Supports Coordinators are instructed to investigate discrepancies between services authorized and services billed with the provider(s) using the MICIS Care Plan Bill Variance Report. Services not received due to a provider reason will be reported to the Contracts Coordinator for further follow up. Services not received due to a participant reason will be addressed on a case by case basis. The analysis completed and actions taken must be submitted to the Quality Improvement Coordinator.

Provider Complaints

Supports Coordinators may file complaints about Purchase of Service providers to Contracts staff, which shall be emailed if the complaint is not a critical incident. Complaints are reviewed on a case-by-case basis with appropriate follow-up determined by Contracts staff handling the complaint. Complaint follow-up may involve a telephone call to agency staff, a request for written follow-up or incident report, a request for a full investigative report, a request for a formal corrective action, placement of the provider’s contract on probationary status, or contract termination. When any follow-up is requested, a deadline is established. Failure to supply requested information by the deadline will lead to escalation of the response and additional corrective action.

Critical Incidents

When a critical incident is filed that involves a contracted provider, Contracts staff addresses the incident as a provider complaint and works with the Supports Coordinator and provider to address the incident and, when necessary, develop a plan for mitigation.

Probationary Status

When provider non-compliance with contract requirements is discovered, the matter is reviewed by clinical supervisors, program supervisors, and Contracts staff. A determination as to whether the non-compliance is serious enough to warrant probationary status is made based on feedback from this group. Providers are notified of probationary status and required follow up. Probationary status means that the provider will not receive new referrals for service, and that existing authorizations for services may not be increased for the duration of the probationary status. Exceptions may be requested on a case-by-case basis by the Supports Coordinator. Exception requests are reviewed by the RN and SW Supervisors and Contracts staff. Exceptions may be considered if a participant's health and well-being would be jeopardized without an increase in their existing service authorization, and authorizing a different agency for the extra time would be declined by the participant or another agency would be unwilling or unable to provide the needed care. A contracted provider may be released from probationary status once the reasons for the placement on probationary status have been addressed and compliance has been established.

Termination of Contract

A Purchase of Service contract may be terminated for non-compliance with any contract requirement. Contracts may be terminated for repeated non-compliance with the same contract requirement, gross misconduct in the execution of a contract, failure to provide requested information, failure to maintain required insurances, and failure to institute corrective measures adequately. Providers are typically given an opportunity to rectify non-compliance prior to termination except in cases of gross or willful misconduct.

Contract Renewals

In July or August of each year the contract renewals process occurs. Contracts from Michigan Department of Health and Human Services and Aging & Adult Services Agency are reviewed and any changes are incorporated into updated Purchase of Service contract documents and forms. Updates to the Conditions of Participation, billing requirements, and any other contract documents or terms are communicated to the provider in their contract renewal packet. Providers are given a checklist of required items to be returned to Senior Resources, a list of updated items, and a signature page acknowledging receipt of an agreement to all updated materials and requirements. Changes to existing contract documents, including Conditions of Participation and billing requirements, are highlighted for easy reference by the provider. Providers of services that require a licensure must submit current licenses as a part of the annual renewal. Updated insurance certificates are also required to be submitted as a part of the annual renewal. Failure to return annual renewal documents and additional requested documentation is considered a voluntary termination of the Purchase of Service contract. Repeated attempts via phone and email are made prior to terminating a contract for failure to return annual renewals.

References:

[CO.1.1 Senior Resources Provider Assessment Policy](#)
[Provider Complaint Form](#)

Purchase of Service New Provider Enrollment Policy and Procedure

Policy: CO.1.3

Effective Date: 03-01-13

Approved: *Sam Curtis*, CEO

Last Revised: 08-25-2015, 10.16.15

POLICY: Senior Resources has established an enrollment period in which it accepts new contract applications for purchase of services. All providers of services for which Senior Resources currently has an adequate pool of existing providers are held to this open-enrollment period. Exceptions are granted for providers of services that Senior Resources has an identified shortage of existing providers, and providers with an existing contract that are adding services or expanding service area (e.g. adding a local office). The open enrollment period usually begins in October, depending on when funding or contract information is received from the Michigan Department of Health and Human Services and the Aging and Adult Services Agency, and ends in December. .

PROCEDURE: Providers that have expressed an interest in contracting with Senior Resources since the last enrollment period are sent information at the initiation of the next enrollment period. In-home service providers receive a pre-application questionnaire and service area disclosure form that must be submitted within four (4) weeks of the forms being sent by Senior Resources. The purpose of the questionnaire and service area disclosure is to assure that only in-home care agencies that are prepared for compliance with the Purchase of Service contract requirements, exhibit traits indicative of high-quality service delivery, and serve areas that do not have an adequate pool of currently contracted providers are identified. A review is conducted of all questionnaires submitted by the deadline, and a determination is made through collaboration with program directors, supervisors, and key management staff as to which, if any, interested providers shall receive the contract application. Those in-home agencies deemed eligible, as well as other provider types are sent a contract application packet with instructions for completing the application and a deadline by which to submit the application. During the enrollment period, applicants are visited at their operation area (where feasible), or are required to hold a conference call (when in-person visit is infeasible). All of the contract requirements and applicable service standards, communication expectations, and referral process are reviewed during this mandatory meeting. Providers receive training at this meeting related to reporting requirements, and identification of events or situations that may be indicative of critical incidents. Applicants are expected to be compliant with all requirements or to develop a plan to establish compliance at this meeting. Full compliance is required prior to the contract being executed, and will be verified through review of agency policies and procedures. A second meeting may be conducted if the provider has any questions or if a review of compliance measures is warranted. A deadline for the process to be completed is established.

When compliance with requirements has been established, a final review of the application is conducted. All required forms are reviewed for completeness, bid rates are checked versus capitated rates, and supporting documentation is reviewed. Any missing, insufficient, or inconsistent information is requested by an established deadline. A list of all required documentation is below. A contractual agreement will not be executed prior to receipt of all required items.

A follow-up meeting is offered for providers that have passed the credentialing process. This meeting is offered to review the referral process, communication expectations, and to help orient relevant staff to the program. A review of the communication/authorization software (Vendor View) is also offered to those providers that have enrolled in Vendor View. New contracted providers are offered an opportunity to introduce themselves at a Supports Coordinator meeting. Ongoing support is offered to all contracted providers.

Contract Forms	Additional Documentation	Insurances (only if applicable)
Purchase of Service Agreement	Agency Brochure	*Facility Insurance
Vendor View Enrollment	Organizational Chart	Fidelity Bonding
Minimum Standards Assurance	RN License (in-home services)	*General Liability
Business Associate Agreement	UL Certificate (PERS)	Malpractice
Medicaid Subcontractor Enrollment Agreement	Emergency Action Plan	*No-Fault Vehicle
W-9	Emergency Action Plan for “At-Risk” service authorizations	*Worker’s Compensation
Conditions of Participation	Program Statement and House Rules (Residential Services)	Proof of Unemployment Insurance
EFT Enrollment Form	Admission and Discharge Policies (Residential Services)	
Deficit Reduction Act Notice	Fee Policy (Residential Services)	
	Contractor’s/specialty License (Certain chore/home modification providers)	

**denotes Certificate Holder Status Required*

Purchase Of Service & Sub grantee Providers Appeal Policy and Procedure

Policy: CO.1.4

Effective Date: 9/30/2010

Approved: , CEO

Revised: 7/16/2015, 10.16.15

POLICY: The following appeals procedure is to be engaged by Senior Resources when actions of probation, suspension or termination are taken on Purchase of Service or Sub grantee Agreements with existing agencies or when an agency's application for a Purchase of Service Agreement or Grant has been denied.

Right to Appeal

Any agency whose application for a Purchase of Service Agreement or Grant to provide services has been denied (in part or in whole) by Senior Resources or any agency under a Purchase of Service Agreement or Grant who has been placed on probation, suspended or terminated may appeal this decision to the Board of Directors' Chairperson and Chief Executive Officer.

PROCEDURE: The following steps will be taken and must be conducted within an aggregated time frame of thirty (30) calendar days.

1. A written notice to the applicant/service provider will be sent within seven (7) calendar days of action and will include:
 - Notice of Senior Resources action to place on probation, suspend, terminate, or deny a contract;
 - Notification of the right to appeal;
 - Notification that information or criteria on which the Senior Resources action was based is available for review by affected parties.
 - Notification that the affected party may appear in person or by a designated representative at the appeal hearing on Senior Resources' action.
2. Any agency having the right to appeal shall provide a written notice of appeal and request for an appeal's hearing to the Chief Executive Officer of Senior Resources within ten (10) calendar days of receiving the written notice of action taken and right to appeal.

Appeal requests made by public or private organizations shall certify that the appeal is officially endorsed and initiated by the organization's governing body and be signed by the board chairperson (or ruling body president). The written requests shall include the following:

- Senior Resources' action which is being appealed. Please note: Applicant/provider must clearly state the specific action that is being appealed.
 - Grounds upon which the appeal is being made. Please note: The applicant/provider must cite and list justifiable grounds for appealing the decision.
 - Any procedural step not followed will result in denial of request for appeal. Written notice of denial of appeal shall be given to applicant within fourteen (14) calendar days of receipt of the appeal.
3. Upon receiving the request, Senior Resources' Chief Executive Officer reserves the right to appoint a special committee to hear the appeal. If no committee is appointed, the appeal will be heard by the Chief Executive Officer and Board Chairperson.
 4. The Chief Executive Officer shall inform the Board Chairperson of the appeal, acknowledging that procedural steps have been met and recommending a review hearing.

5. A hearing shall be scheduled no later than fifteen (15) calendar days after the request was received. A notice of the hearing shall be mailed to the concerned parties not less than five (5) days prior to the hearing date. The notice shall include:
 - date, time, and place of hearing;
 - statement of issue being heard;
 - request for submission of written documentation which is relevant to the appeal;
 - rules of conduct; and
 - rights of the applicant/provider
6. The Senior Resources' Chief Executive Officer or Board Chairperson may dismiss an appeal under any of the following circumstances:
 - Appeal was not signed and initiated by duly authorized official;
 - The request was not submitted within the time allowed;
 - The appellant fails to follow the appeals procedure steps;
 - The request is withdrawn by the appellant through written communication before a final decision is made;
 - The applicant/provider fails to appear or be represented at the scheduled hearing.
7. Hearings will be conducted to review items in dispute and seek clarification or resolution to the issue. The appellant shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, and present evidence. A record of such a meeting, including relevant facts will be maintained in the Senior Resources' office.
8. The decision shall be communicated in writing to the appellant within five (5) working days following the review hearing.
9. The appellant is then notified that the decision may be appealed by written request within ten (10) calendar days to the full Board of Directors of Senior Resources by appearing in person before the full Board at the next regularly scheduled meeting.
10. The final decision of the Board of Directors will be communicated in writing to the appellant within five (5) working days.

Purchase of Service Provider Post Contract-Termination Exclusionary Period

Policy: CO.1.6

Effective Date: 10.19.2011

Approved: *Sam Curtis*, CEO

Revised: 10.16.2015

POLICY: The following procedure is applicable to all Purchase of Service Contract providers that have had a Purchase of Service Contract terminated for cause by Senior Resources. A for cause termination includes any termination action taken by Senior Resources for reasons other than contractor request, failure to return renewal documents or inactivity of contract. Any contractor that has previously had a contract terminated for cause is subject to an exclusionary period commencing on the date of notice of a contract termination, and continuing until a minimum of one (1) calendar year. After the exclusionary period has concluded, the contractor may resubmit an application during the next open enrollment period. Exemptions to this exclusionary period may be granted at the sole discretion of Senior Resources.

PROCEDURE:

1. Any provider submitting a Purchase of Service contract application that is subject to the exclusionary period will be notified, in writing, that their application has been denied. The letter of denial will state:
 - A. The date of application receipt by Senior Resources (verified by date stamp)
 - B. The reason for rejection
 - C. The reason for the exclusionary period
 - D. The duration of the exclusionary period
 - E. The right to appeal
2. Any provider that chooses to appeal the denial of contract may follow the Appeals Procedure for Purchase of Service Providers

Reference:

[CO.1.4 Purchase of Service & Sub grantee Providers Appeal Policy and Procedure](#)

Provider Contractual Policy

Policy: CO.1.7

Effective Date: 1/2/03

Approved: , CEO

Revised: 10.16.15

POLICY: Senior Resources is fair and objective in administering the contract process. The goal of Senior Resources is to provide its consumers with a wide spectrum of services in the three-county geographic area.

Senior Resources maintains contractual agreements and Credentialing Documentation according to State of Michigan Aging and Adult Services Agency (AASA) Policy Manual and federal requirements.

Senior Resources Program and Planning Advisory Council will approve all changes to sub-grantee policies prior to implementation.

Senior Resources adheres to policies and procedures and abides by standards as outlined in the Operating Standards for Area Agencies on Aging, in accordance with Federal, State, and Local regulations.

DEFINITIONS: Home and Community Based Services Program Credentialing Documentation: The credentialing documentation required by the State of Michigan to be a contracted provider for the Home & Community Based Services Program. The documentation includes the following:

1. Liability and malpractice insurance,
2. A statement of purpose,
3. Description of services; provided by the organization,
4. Proof of Worker's Compensation,
5. Proof of Unemployment Insurance,
6. Fidelity Bonding (for persons handling cash),
7. Facility Insurance (for facilities purchased with federal and/or state funds),
8. No-fault vehicle insurance (for agency owned vehicles),
9. Agency brochure,
10. Organizational Chart, and
11. UL Certificate for Personal Response Systems.
12. Property and Theft Insurance
13. General Liability Insurance

REFERENCES:

[AASA Operating Manual](#)

Operating Standards for Area Agencies on Aging

Sub-grantee Assessment Policy and Procedure

Policy: CO.2.1

Approved: *Sam Curtis*, CEO

Effective Date: 10.16.15

Revised: 10.16.15

POLICY: Senior Resources is required by The Aging and Adult Services Agency (AASA) to assess sub-recipients of aging funds at least annually, and Senior Resources will conduct assessments of the sub-grantees at minimum annually. General standards, program and fiscal assessment tools will be sent to the sub-grantee prior to the assessment date mutually established during the first fiscal year of the three-year grant period. During fiscal years two and three, the assessment guides will be updated to reflect any changes.

Sub-grantees must permit access at reasonable times by Senior Resources staff to observe and assess program and fiscal operations for evaluation purposes. In addition, sub-grantees must permit AASA and or any agency designated by either Senior Resources or AASA to interview participants, who fully agree to being interviewed, in programs funded in any part by Senior Resources.

Sub-grantees may be designated as low-risk for non-compliance after the completion of a historical three-year grant period during which the following criteria were met:

- The sub-grantee was contracted for the same service(s) during the prior three-year contracting period;
- The annual assessment(s) conducted during the prior three-year contracting period resulted in no findings; and,
- There are no current concerns based on required reporting, consumer feedback, or other communications.

Assessments for low-risk sub-grantees will be conducted on-site at the offices of the sub-grantee during fiscal year one, and if low-risk status is retained, desk review assessments will be conducted during fiscal years two and three.

PROCEDURE: Assessment tools are used for the initial first year assessment. The assessment begins with a summary sheet for recording general information and the program areas Senior Resources intends to cover during the assessment visit. The assessment is organized into three parts:

1. General Standard for All Services
2. Program Service (for each contracted service)
3. Fiscal

The procedures which follow include activities to be carried out before, during, and following the assessment visit:

Pre-Assessment

Senior Resources will notify the sub-grantee two weeks prior to the date of the assessment review. Senior Resources staff will notify in writing what subject areas will be covered during the assessment, who will conduct the assessment, and what materials the sub-grantee should make available. Senior Resources will supply a copy of the assessment guides to the sub-grantee. Senior Resources staff will review the sub-grantee's contract, budget, fiscal and program reports, and other pertinent material in its contract file prior to the assessment. During a site visit, the sub-grantee will provide adequate working and meeting space to Senior Resources staff.

Assessment

Sub-grantee staff, as well as board members, are encouraged to participate. Senior Resources will review records and files to ensure that all minimum standards are being met and required data is being collected for completion of the quarterly fiscal and program reports. Senior Resources staff will discuss observations and assessment conclusions with the sub-grantee during an exit interview.

Post-Assessment

Within sixty (60) days, Senior Resources will complete and provide the sub-grantee with a written assessment follow-up report, including findings and recommendations for the corrective action, if applicable. The report may also identify areas where technical assistance may be required. A copy of the assessment report and the completed assessment guides will be maintained in the sub-grantee files as part of its permanent record and is reviewed by independent auditors retained by Senior Resources to substantiate program audit compliance.

If the assessment results in the sub-grantee being placed on probation, a copy of the letter will be sent to the Aging & Adult Services Agency (AASA), and the sub-grantee will need to provide Senior Resources with a proposed correction action plan. Upon request, Senior Resources will provide on-site technical assistance to assist the sub-grantee in carrying out its corrective action. A summary of the assessment and recommendations will be supplied to the Senior Resources Board and Program & Planning Advisory Council as well as the overall progress and achievement of the sub-grantee towards its correction action plan.

REFERENCES:

[CO.2.2 Sub-Grantee Corrective Action/ Termination Policy and Procedure](#)

[CO.2.4 Sub-Grantee Right to Appeal Policy and Procedure](#)

Senior Resources Contractual Agreement for Aging and Adult Services

OMB Circular A-110/*Uniform Administrative Requirements for Grants*

Michigan Aging and Adult Services/*Agency Administrative Standards for Agencies on Aging*

Sub grantee/Contractors Corrective Action/Probation/Termination Policy

Policy: CO.2.2

Effective Date: 1/17/14

Approved: *Sam Curtis, CEO*

Revised: 10.16.15

POLICY: Senior Resources, an Area Agency on Aging, which awards sub-grants and contracts for the provision of Older Americans Act and Older Michiganians Act aging services, is required to continually monitor and annually assess the quality of services provided by its sub-grantee/contractors. If a sub-grantee/contractor fails to comply with the terms of its contract or fails to meet the minimum requirements of the general operating or service standards, Senior Resources may place the sub-grantee/contractor operations on probation or suspension in whole or in part. For adequate cause, Senior Resources may terminate a contractual agreement prior to the end of an approved period. Senior Resources shall provide the opportunity for appeal or a hearing in the event of probation, suspension or termination of contract in accordance with its Appeals Policy & Procedure. Any sub-grantee/contractor or contractor receiving written notification of probation, suspension or termination of contract with Senior Resources, shall receive a written notice of the appeals policy and procedure.

PROCEDURE:

Corrective Action/Probation:

1. If a sub-grantee/contractor fails to comply with the terms of its contract or fails to meet the minimum requirements of the general operating or service standards, Senior Resources may place the sub-grantee/contractor operations on probation in whole or in part.
2. Senior Resources may commence probation upon the Sub-grantee/contractor's receipt of written violations cited by Senior Resources.
3. The notice of probation shall contain reasons for probation, corrective actions required of the Sub-grantee/contractor, the effective date, probationary time frame, due date for correction action plan to be submitted (if applicable), and the right of the sub-grantee/contractor to appeal the probation.
4. During the probationary period, the sub-grantee/contractor will receive reimbursement for expenses incurred as part of this contract.
5. If during the probationary time frame the sub-grantee/contractor does not comply with the corrective actions, suspension or termination may be elected.

Suspension:

1. If the sub-grantee/contractor fails to comply with the terms of this contract, Senior Resources may suspend support for sub-grantee/contractor operations in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
2. To suspend sub-grantee/contractor operations, Senior Resources must notify the sub-grantee/contractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the sub-grantee/contractor to appeal such decision.
3. Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
4. New obligations incurred by the sub-grantee/contractor during the suspension period will not be allowed unless Senior Resources expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the sub-grantee/contractor cannot reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the sub-grantee/contractor before the effective date of the suspension and not in anticipation of suspension or termination.
5. In suspending contract operation, Senior Resources shall determine the amount of unearned funds the sub-grantee/contractor has on hand, the anticipated length of suspension, the extent of operations suspended, and the

amount of the fund balance on hand to determine whether Senior Resources should require the balance to be returned.

6. Senior Resources 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.
7. Senior Resources financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at the previously established matching ratio, unless Senior Resources reduces the amount of this contract.

Contract Termination:

1. For adequate cause, Senior Resources may terminate support for this contract prior to the end of an approved budget year. Examples of cause for which Senior Resources may wish to terminate support are:
 - a. Unavailability of funds;
 - b. The sub-grantee/contractor violates conditions under which this contract was approved;
 - c. Program performance is inadequate as documented through the monitoring of visits;
 - d. Other resources are unavailable;
 - e. Assessment findings are inadequate for two (2) semi-annual assessments; and
 - f. Suspension for more than three consecutive months.
2. To terminate funding of this contract, Senior Resources must notify the sub-grantee/contractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Sub-grantee/contractor to appeal, and the procedures to be followed for the appeal.
3. Under extreme conditions, immediate termination may be completed. (Gross negligence, misappropriation of funds, etc. are considered extreme conditions.)
4. If financial support of this contract terminates on completion of the approved budget year or earlier, the sub-grantee/contractor shall complete and submit a final project and financial report to Senior Resources by the date established by Senior Resources pursuant to this contract.
5. If this contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of in accordance with procedures prescribed by 45 CFR Part 74, Subpart 0 (74.139). Any funds realized from the sale of such equipment or supplies are an adjustment to the projected cost.
6. The sub-grantee/contractor may terminate this contract upon thirty (30) days written notice to Senior Resources at any time prior

REFERENCES:

[CO.2.1 Sub-Grantee Assessment Policy and Procedure](#)

[CO.1.4 Purchase of Service & Sub grantee Providers Appeal Policy and Procedure](#)

Multi-Year Proposal/Request for Proposal Policy and Procedure

Policy: CO.2.3

Effective Date: 1/22/14

Approved: *Tom Ants*, CEO

Last Revised: 10.16.15

POLICY: Senior Resources will solicit sub-recipient service proposals from community agencies in direct coordination with the Multi-Year Area Plan. Successful applicants will have proposals approved for a three-year period. In all three fiscal years of a multi-year plan, the applicant agency and Senior Resources will negotiate costs and award amounts. All awards are for one year only and may change during any fiscal year of the multi-year plan according to availability of federal/state funds. A new Request for Proposal (RFP) will be issued before the end of the multi-year plan if any of the following occur: Inadequate sub-recipient performance; amendments to the multi-year plan or yearly Area Implementation Plan (AIP); significant changes in the scope or nature of the service to be provided as related to state or federal requirements. The Program and Planning Advisory Council will be involved in all decisions for actual contract awards each year and will recommend contracts for Policy Board approval.

PROCEDURE:

- Notices of Request for Proposals (RFP) are advertised in local newspapers throughout the Senior Resources service area (Muskegon, Oceana, and Ottawa Counties). Notices of RFP are also sent to all previous multi-year applicants, the Michigan associations on aging/services, and any organization that has sent communication that they are interested in applying.
- A letter of intent is required by all applicants to receive an application.
- A proposal workshop is held no less than thirty (30) days prior to proposal submission deadline to distribute information, answer questions and give assistance. All questions pertaining to completion of the RFP can be mailed, brought to proposal workshop, e-mailed or called in to Senior Resources. Every question and response are recorded and mailed or e-mailed to each applicant that attended the proposal workshop or requested an application. Questions will be accepted until ten (10) business days prior to proposal submission date. Questions and responses will be mailed to each applicant no later than five (5) business days prior to submission deadline.
- No proposals are accepted after the submission date/time deadline.
- Applications are evaluated and rated by assigned staff and volunteer Board of Director members using evaluation criteria that are included in the RFP. Proposals are reviewed by the Proposal Review Committee comprised of the Program and Planning Advisory Council and selected Board of Director members.
- Hearings are held allowing each competitive applicant an opportunity to present its agency's experience and skill in providing the proposed service(s). Hearing committee is comprised of volunteers from Program and Planning Advisory Council, Board of Directors and assigned staff. Program and Planning Council approves proposals.
- The evaluations are tabulated and recommendations are submitted to the Board of Directors for decision. Successful applicants will have proposals approved for the multi-year (3 year) period. Senior Resources reserves the right to make an award without further discussion of the proposals submitted. Proposals should be submitted initially in the most favorable terms.
- A written letter of proposal approval or denial will be provided to the applicant agency within ten calendar days following the decision of the governing board or their duly authorized committee. Contract specifics are negotiated with successful applicants prior to execution of contracts. In all three fiscal years of a multi-year plan the applicant agency and Senior Resources will negotiate costs and award amounts.

- Awards will be made to the applicant, whose proposal is responsive to the RFP and is most advantageous to Senior Resources with all factors, including cost and feasibility, being considered. Any proposal or proposed cost may be denied at the determination of the Board of Directors.
- All awarded funds are dependent on availability and are awarded for one year only. Following approval of the three-year proposal, contractors will be asked to submit on a yearly basis a signed negotiated contract award (NCA), signed approval/assurances, cost per unit breakdown if applicable, and a complete 12-month budget if applicable.

REFERENCES:

[CO.2.4 Sub grant Right to Appeal](#)

[CO.2.1 Sub-Grantee Program Assessment Policy and Procedure](#)

Right to Appeal for Sub-Grantees or Applicants

Policy: CO.2.4

Effective Date: 1/17/14

Approved: *Sam Curtis*, CEO

Revised: 10.16.15

SCOPE: Any agency whose application to provide services under the approved area plan has been denied (in part or in whole) by Senior Resources or whose contract has been placed on probation, suspended or terminated may appeal this decision to the Board of Directors.

POLICY: Any contractor of service provider required under an area agency administrative action to perform, produce or take action in addition to, or beyond, the provisions of the executed contract, applicable statewide operating standards, the Rules for State and Local Programs on Aging, the Older Michiganians Act, or the Older Americans Act, may appeal this requirement to the Senior Resources Board of Directors.

PROCEDURE: The following steps will be taken and must be conducted within a time frame of sixty (60) calendar days.

1. A written notice to the applicant/service provider will be sent within seven (7) calendar days of action and will include:
2. Notice of Senior Resources action to place on probation, suspend, terminate, or deny a contract;
3. Notification of the right to appeal;
4. Notification that information or criteria on which the Senior Resources action was based is available for review by affected parties in accordance to Request for Proposal/Awards procedures, step 11, "A written letter of proposal approval or denial will be provided to the applicant agency within ten calendar days following the decision of the governing board or their duly authorized committee";
5. Notification that the affected party may appear in person or by a designated representative at the appeal hearing on Senior Resources' action.

Any agency having the right to appeal shall provide a written notice of appeal and request for an appeal's hearing to the Chairperson of the Senior Resources' Board of Directors within ten (10) calendar days of receiving the written notice of area agency action and right to appeal. A copy of the request to appeal will be submitted by Senior Resources to the Director of Aging and Adult Services Agency (AASA) within seven (7) calendar days of receipt.

Appeal requests made by public or private organizations shall certify that the appeal is officially endorsed and initiated by the organization's governing body and be signed by the board chairperson (or ruling body president). The written requests shall include the following:

1. Senior Resources' action which is being appealed. Please note: Applicant/provider must clearly state the specific action that is being appealed.
2. Grounds upon which the appeal is being made. Please note: The applicant/provider must cite and list justifiable grounds for appealing the decision. Grounds must pertain to the proposal or the procedures for evaluation.
 - a. Any procedural step not followed will result in denial of request for appeal. Written notice of denial shall be given to applicant within fourteen (14) calendar days of receipt of the appeal.

- b. Upon receiving the request, Senior Resources' Board of Directors reserves the right to appoint a special committee to hear the appeal, if applicable, and to specify the degree of authority it may exercise. If no committee is appointed, the appeal will be heard by the Executive Committee. Board members affiliated with or having a conflict of interest regarding the appealing agency may not serve on the committee or vote on the appeal.
- c. The Chairperson shall inform the Executive Committee (unless the Board has appointed a special Appeal Review Committee) of the appeal, acknowledging that procedural steps have been met and recommending a review hearing.
- d. A hearing shall be scheduled no later than thirty (30) calendar days after the request was received by the Board of Directors. A notice of the hearing shall be mailed to the concerned parties not less than ten (10) days prior to the hearing date. The notice shall include:
 1. date, time, and place of hearing;
 2. statement of issue being heard;
 3. request for submission of written documentation which is relevant to the appeals;
 4. rules of conduct; and
 5. rights of the applicant/provider
- e. The Senior Resources' review Committee Chairperson or Policy Board Chairperson may dismiss an appeal under any of the following circumstances:
 1. Appeal was not signed and initiated by duly authorized official;
 2. The request was not submitted within the time allowed;
 3. The appellant fails to follow the appeals procedure steps;
 4. The request is withdrawn by the appellant through written communication before a final decision is made;
 5. The applicant/provider fails to appear or be represented at the scheduled hearing.
- f. Hearings will be conducted to review items in dispute and seek clarification or resolution to the issue. The appellant shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, and present evidence. A record of such a meeting, including relevant facts will be maintained in the Senior Resources' office.
- g. The Committee (Executive or appointed) shall render a written decision within five (5) working days and submit its decision to the Policy Board.
- h. If the Committee chooses to sustain the original decision of the governing Policy Board, the decision will be considered final, and the appellant will be notified in writing and referred to AASA Appeals Procedure.
- i. If the Committee chooses to reverse the original action, it must prepare a report stating its reasons for reversal. The Policy Board Chairperson shall submit that report and the reversal recommendation to the entire Policy Board at the earliest scheduled board meeting.
- j. If the governing Policy Board does not support the Committee's recommendations, their decision shall be considered final and the appellant shall be referred to AASA Appeals Procedure. Any reversal recommendation that is supported by the Policy Board may result in a reissuance of RFPs and the process will be reopened for that service category only.
- k. The final decision shall be communicated in writing to the appellant and AASA within five (5) working days following the Policy Board's decision.

1. The appellant shall be notified that the decision of the governing board may be appealed within ten (10) calendar days to AASA or to binding arbitration in accordance with the provisions of the American Arbitration Association or a similar recognized professional arbitration organization. The decision of the arbiter is binding and is not appealable to AASA. The arbiter shall determine the distribution of costs between parties.

AASA procedures shall be available from Senior Resources.

When the Senior Resources' decision being appealed results in a change in providers for any project area, the appeal proceedings must be completed, through final Policy Board decision, by no later than thirty (30) days before the beginning of the fiscal year. If completion of the local appeal is not accomplished within this time frame the contract of the existing provider must be extended until the appeal process through the state level has been completed. The exact length of the contract extension shall be established by the Director of AASA.

REFERENCES:

[CO.2.3 Multi-Year Proposal/Request for Proposal Policy](#)

[AASA Appeals Procedure II. P Complaint Resolution and Appeals](#)

Cost Sharing/Soliciting of Funds by Sub-Grantees or Applicants

Policy: CO.2.5

Effective Date: 1/22/14

Approved: *Sam Curtis*, CEO

Revised: 10.16.15

POLICY: All program participants shall be encouraged to and offered a confidential and voluntary opportunity to contribute toward the costs of providing the service received. No one may be denied service for failing to make a donation.

1. Any community-wide fund drive which is based on soliciting funds from the public at-large is permissible.
2. Any soliciting which is client oriented and focuses on obtaining monies from consumers based on the promise or delivery of service is prohibited. (According to Section 1321.111 Sub Section C Failure to Contribute).
3. Contributions for services under the area plan:
 - A. Opportunity to contribute. Each service provider must:
 - Afford each older person the free and voluntary opportunity to contribute to all or part of the costs of the services provided;
 - Protect the privacy of each older person with respect to his or her contributions;
 - Establish procedures to safeguard an account for all contributions; and
 - Provide that program income earned for each respective service is used to expand those services.
 - B. Contribution Schedules. Each service provider may develop a suggested contribution schedule for services provided under this part. In developing a contribution schedule the provider must consider the income ranges of older persons in the community and the provider's other sources of income.
 - C. Failure to Contribute. Service provider that receives funds under this part may not deny any older person a service because the older person will not or cannot contribute to the cost of the services.
 - D. Contributions as program income. Contributions made by older persons are considered program income.
 - E. Cost Sharing. A provider may seek to implement the practice of cost sharing by requesting, in writing, approval from Senior Resources. The following Senior Resources funded services cannot be approved for cost sharing: Case coordination and support, congregate meals, home delivered meals, ombudsman, information and assistance, benefits counseling, elder abuse prevention programs, and legal assistance.

REFERENCES:

Portions excerpted from Federal Register Vol. 45, No. 63 - [http://www.archives.gov/federal-register/publications/FC.1.15 Cost Sharing Policy](http://www.archives.gov/federal-register/publications/FC.1.15%20Cost%20Sharing%20Policy)

Policy (Guidelines) for Preparation and Submission to Senior Resources for State and/or Federal Funds Funded Agreements or Proposals

Policy: CO.2.6

Effective Date: 1/22/14

Approved: *Sam Curtis*, CEO

Revised: 10.16.15

POLICY: The following guidelines have been established for the preparation and submission of proposals for agreements or contracts funded through Senior Resources.

1. Any public or private agency, non-profit organization or institution providing services within the Senior Resources service area is an eligible applicant. Selection of contracted agency will depend upon applicant's capacity to provide the service in accordance with stated criteria.
2. The project plan or bid proposal must give priority to developing those activities and services which will benefit those older persons with the greatest economic or social need, with preference given to low-income minority elderly, and those in medically underserved areas.
3. The planning function and preparation of the contract applications should be coordinated with participating community groups and agencies.
4. Federal support is permitted for the continuation and/or expansion of existing projects on aging, but may not be used to replace existing resources for funding or reimbursement. In the case of an on-going project, the applicant's existing financial commitment must be maintained during the period of federal and state support.
5. Senior Resources funds are intended to cover only a portion of the operational costs of services or programs to the aging. A minimum of 10% of service/program costs must come from resources other than State or Federal funding through Senior Resources, and are to be identified as match to the Senior Resources funds. Match may consist of cash or in-kind or a combination of cash and in-kind.
6. Agencies should present realistic bid proposals or budgets. A funding request should be based upon the time needed to operationalize the service proposed. Well-planned, realistic service elements should be able to be implemented with a minimum of delay, and in this regard, will be required by Senior Resources within thirty (30) days after a contract or agreement has been duly executed.

In the event an applicant agency is awarded a contract or agreement, the application with the assurances will become part of the awarded contract and will be utilized in the monitoring, assessment, and evaluation of project performance throughout the fiscal year.

TERMS: The following minimum criteria must be met before application will be considered for approval. Senior Resources awards all contracts for funding on a competitive bid basis.

1. Applicant must be a credible, incorporated, public or private, profit or non-profit agency, organization, or institution.
2. The agency must assure it can provide 10% match and document said match. (15% match for Elder Abuse)
3. Preference will be given to applicant agencies residing within the service area.
4. Data on application must be supported by knowledge available to our agency.

5. Proposals which do not address all points of the Bid Proposal or RFP may be deemed irresponsible and may not be considered for possible contracts awarded as a result.
6. Proposals should be submitted initially in the most favorable terms which the applicant can propose.
7. Applicants must be able to show steps for delivery of service objectives.
8. Goals and Objectives must be clearly identified and measurable.
9. Compliance Items - Agency must provide assurances for compliance of these items:
 - Job description for each position to be funded, if applicable;
 - Compliance with equal employment opportunity and affirmative action principles;
 - Elliott-Larsen Civil Rights Act, 1976 P.A. 453, as amended;
 - Americans with Disabilities Act P.A. 1990 Nos. 101-336 and Michigan Handicappers Civil Rights Act, P.A. 1976 No. 220, as amended;
 - Federal Rehabilitation Act of 1973, P.A. 98-112, 87 Stat. 394, including HHS Regulations 45 CFR, Parts 80 and 84;
 - Non-Utilization of Federal Funds for match;
 - Title VI of the Civil Rights Act of 1964;
 - Drug-free workplace Act of 1988, Public Law 100-690; and 45 CFR Part 76;
 - Health Insurance Portability and Accountability Act – HIPAA
10. Applications must be typewritten, complete, and submitted to the Senior Resources office no later than the time and date specified in the proposal packet to be considered for funding. Late or incomplete proposals will not be accepted for review.

REFERENCES:

AASA Operating Standards for Area Agencies on Aging, Sec. C – Functions: 3) Request for Proposal Process and 4) Contracting for Service Provision

Rules for state and local programs on aging; 45 CFR Part 74, Subpart P, Appendix H; CSA