

Request for Proposal Policy and Procedure

Policy: MM.1.00
Approved: 03/13/2018

Effective Date: 9/12/2017
Revised: 3/13/2018; Reviewed:03/13/2018

1.0 POLICY:

- 1.1 Senior Resources will solicit contracted service proposals from the community for the provision of aging services through the Muskegon County Senior Millage (MCSM). Proposals for funding of \$5,000 or less will be treated as purchased service through a bid proposal agreement. Proposals greater than \$5,000 will be treated as awards and require a Request for Proposal (RFP).
- 1.2 Successful bid proposal applicants will have bid agreement approved for a one-year period.
- 1.3 Successful RFP applicants will have a proposal approved for a three-year contract period. In all three contract years, the RFP organization and Senior Resources will negotiate costs and award amounts. All awards amounts are for one year only and may change during any fiscal year according to availability of Muskegon County Millage Funds. The applicant must complete a Muskegon County Senior Millage Continuation of Funding Request at the end of each year to maintain funding. A new Request for Proposal (RFP) will be issued before the end of the three-year cycle if any of the following occur: Inadequate contractor performance, or significant changes in the scope or nature of the service to be provided. The Muskegon County Senior Activities Committee (MCSAC) will be involved in all decisions for actual contract awards each year and will recommend contracts for the Muskegon County Board of Commissioners approval.

2.0 PROCEDURE:

- 2.1 Notices of bid proposal agreement and RFP are sent to local newspapers throughout Muskegon County, as well as previous multi-year applicants, the Michigan associations on aging/services, local business and community networks, and any organization that has sent communication that they are interested in applying. Senior Resources will post requests for bid and RFP on the Senior Resources website page dedicated to Muskegon County Senior Millage, and social media as applicable.
- 2.2 A letter of intent is required by all applicants to receive an application. The MCSAC will review submitted letters of intent and determine which applicants will be invited to submit a proposal. Letters of intent rejected by MCSAC cannot be appealed.
- 2.3 A proposal workshop is held no less than thirty (30) days prior to request for RFP submission deadline to distribute information, answer questions and give assistance. All questions pertaining to completion of the RFP can be mailed, brought to the proposal workshop, e-mailed or called in to Senior Resources. Every question and response are recorded and e-mailed to each applicant that attended the proposal workshop or requested an application. Questions will be accepted until seven (7) business days prior to proposal submission date. Questions and responses will be emailed to each applicant no later than five (5) business days prior to submission deadline.
- 2.4 No letters of intent or proposals will be accepted after the submission date/time deadline.
- 2.5 Applications are evaluated and rated by assigned staff and MCSAC members using evaluation criteria that is included in the RFP. Competing RFPs are reviewed by the Proposal Review Committee comprised of Senior Resources assigned staff and MCSAC.
- 2.6 Presentations are held allowing each competitive applicant an opportunity to present its organization's experience and skill in providing the proposed service(s). Presentation committee is comprised of MCSAC and assigned staff.
- 2.7 The evaluations are tabulated and recommendations are submitted to the MCSAC for decision. Successful applicants will have proposals approved for the three-year contract period. Senior

Resources reserves the right to administer the award without further discussion with the proposing organization. Proposals should be submitted initially in the most favorable terms.

- 2.8** Senior Resources’ Program and Planning Committee and Board of Directors will approve service/funding recommendations from the MCSAC. The MCSAC will approve funding awards for action of the Muskegon County Human Services Committee with final approval by the Muskegon County Board of Commissioners. In all matters of the Muskegon County Senior Millage funding, Muskegon County has final authority
- 2.9** A written letter of proposal approval or denial will be provided to the applicant 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 three-year contract the applicant and Senior Resources will negotiate costs and award amounts.
- 2.10** Awards will be made to the applicant, whose proposal is responsive to the RFP and is most advantageous to the seniors of Muskegon County with all factors, including cost and feasibility, being considered. Any proposal or proposed cost may be denied at the determination of the MCSAC or Board of Commissioners.
- 2.11** All funds awarded are dependent on availability, are awarded for one year only, and amounts will be awarded in six-month increments. Awards may change during any fiscal year of the three-year contract.
- 2.12** Following approval of the three-year proposal, contractors will be asked to sign a boiler-plate contract and submit on a yearly basis a signed continuation of funding, agreement and assurances, and a complete budget including cost per unit breakdown.

3.0 REFERENCES:

- a. MM.1.03 Muskegon Millage Contracts Provider Appeals Policy and Procedure
- b. MM.1.05 Contract Program Assessment Policy and Procedure

4.0 REVISIONS:

Date:	Location:	Revisions:
03/13/2018	2.5,2.6	Removed Senior Resources P&P from reviewing RFPs
03/13/2018	2.7	“administer the award with the proposing organization”

Policy (Guidelines) for Preparation and Submission to Senior Resources for Muskegon County Senior Millage Funded Purchase or Contract Proposals

Policy: MM.1.01
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Revised: Reviewed:

1.0 POLICY:

- 1.1 The following guidelines have been established for the preparation and submission of proposals for purchase of service or contract awards funded through Senior Resources and the Muskegon County Senior Millage (MCSM).
- 1.2 Any public or private non-profit organization or institution providing services to persons' age 60+ within Muskegon County area is an eligible applicant. For-profit organizations wishing to apply will require prior approval to apply from the Muskegon County Senior Millage Activities Committee (MCSAC). Selection of contracted entities will depend upon applicant's capacity to provide the service in accordance with stated criteria.
- 1.3 The purchase service bid or contract 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.
- 1.4 The planning function and preparation of the contract applications should be coordinated with participating community groups and agencies.
- 1.5 MCSM 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.
- 1.6 MCSM funds are intended to cover only a portion of the operational costs of services or programs to the aging.
- 1.7 Substantial emphasis must be given to serving eligible persons with the greatest social and/or economic need, with particular attention to low income and minority individuals. "Substantial emphasis" is regarded as an effort to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area. Each provider must be able to specify how they plan to satisfy the service needs of low-income minority individuals in the area they serve.
- 1.8 Where resources are insufficient to meet the demand for services, each service program shall establish and utilize written procedures for prioritizing clients waiting to receive services, based on those with greatest social, functional and economic needs.
- 1.9 Agencies should present realistic bid proposals or contract 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.
- 1.10 In the event an applicant is awarded a contract or agreement, the application with the assurances will become part of the contract agreement and will be utilized in the monitoring, assessment, and evaluation of project performance throughout the fiscal year.

2.0 TERMS:

- 2.1 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.
- 2.2 Applicant must be a credible, incorporated, public or private non-profit agency, organization, or institution or have received approval from MCSAC to apply as a for-profit.
- 2.3 Preference will be given to applicant agencies residing within the service area, to those with history of providing quality same service, and to those with ability to provide service to the entire regional area.

- 2.4 Data on application must be supported and verifiable by Senior Resources.
- 2.5 Proposals which do not address all points of the Bid Proposal or Request for Proposal may be deemed unresponsive and may not be considered for possible contracts awarded as a result.
- 2.6 Proposals should be submitted initially in the most favorable terms which the applicant can propose.
- 2.7 Applicants must be able to show steps for delivery of service objectives.
- 2.8 Goals and Objectives must be clearly identified and measurable.
- 2.9 Compliance Items - Applicant must provide assurances for compliance of these items:
 - a. Job description for each position to be funded,
 - b. Elliott-Larsen Civil Rights Act, 1976 P.A. 453, as amended;
 - c. Americans with Disabilities Act P.A. 1990 Nos. 101-336 and Michigan Handicappers Civil Rights Act, P.A. 1976 No. 220, as amended;
 - d. Federal Rehabilitation Act of 1973, P.A. 98-112, 87 Stat. 394, including HHS Regulations 45 CFR, Parts 80 and 84;
 - e. Non-Utilization of Federal Funds for match;
 - f. Title VI of the Civil Rights Act of 1964;
 - g. Drug-free workplace Act of 1988, Public Law 100-690; 45 CFR Part 76.
 - h. Health Insurance Portability and Accountability Act – HIPAA
- 2.10 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.

3.0 REFERENCES:

4.0 REVISIONS:

Date:	Location:	Revisions:

General Requirements for All Services

Policy: MM.1.02
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1.0 POLICY:

1.1 Contracted activities and service programs for older persons provided with county funds awarded by the Muskegon County Board of Commissioners must comply with all general program requirements established by Senior Resources.

2.0 PROCEDURE:

2.1 Required Program Components:

- a. Contractual Agreement: Services are to be provided under the Muskegon County Senior Activities Committee (MCSAC) through formal contractual agreements, including purchased service agreements, between Senior Resources and service providers. Assignment of responsibilities under the bid agreements or contracts involving an additional third-party must be approved in writing by Senior Resources. Direct service provision by Senior Resources must be specifically approved by the MCSAC.
- b. Compliance with Service Definitions: Each service program must adhere to the definition and minimum standards to be eligible to receive reimbursement of allowable expenses.
- c. Eligibility: Funded services shall be provided only to persons 60 years of age and older and who reside in Muskegon County.
- d. Participants shall not be denied or limited services because of their income or financial resources. Where program resources are insufficient to meet the demand for services, each service program shall establish and utilize written procedures for prioritizing clients waiting to receive services, based on social, functional and economic needs. Indicating factors include:
 1. For Social Need – isolation, living alone, age 75 or over, minority group member, non-English speaking, etc.
 2. For Functional Need – handicaps (as defined by the Rehabilitation Act of 1973 or the Americans with Disabilities Act), limitations in activities of daily living, mental or physical inability to perform specific tasks, acute and/or chronic health conditions, etc.
 3. For Economic Need - eligibility for income assistance programs, self-declared income at or below 100% of the poverty threshold, etc.
- e. Each provider must maintain a written list (wait list) of persons who seek service from a priority service category who cannot be served at the time of referral or who cannot be served at full level of identified need. Priority services include: Case Coordination, Transportation, Information & Assistance, Legal and Home Delivered Meals. The program must determine whether the person seeking service is likely to be eligible for the service requested before being placed on a waiting list.
- f. The waitlist must include data elements to meet requirements for monthly reporting to MCSAC that include length of time on waiting list, number of individuals served at less than identified need, reasons for being waitlisted or underserved (such as limited funding, lack of volunteers, limited delivery area), and referrals made to other assistance/agencies (such as food banks, Department of Health and Human Services, private pay programs, etc.). At minimum, data collection should include date of referral or date service is first sought, individual’s name and contact information, service being sought, geographic area of residence of the person seeking service, reasons for being waitlisted/underserved, and referrals made.
- g. Individuals on waiting lists for priority services may be afforded the opportunity to acquire services on a 100% cost share basis until they can be served by the funded program.

- h. Except for cost-share income, no paid or volunteer staff person of any service program may solicit contributions from program participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy by any program participant.
- i. Each program must have in place a written procedure for handling all donations/ cost-share, upon receipt, which includes at a minimum:
 - 1. Daily counting and recording of all receipts by two unrelated individuals.
 - 2. Provisions for sealing, written acknowledgement and transporting of receipts to either deposit in a financial institution or secure storage until a deposit can be arranged.
 - 3. Reconciliation of deposit records and collection records by someone other than the depositor or counter(s).
- j. Confidentiality: Each service program must have procedures to protect the confidentiality of information about older persons collected in the conduct of its responsibilities. The procedures must ensure that no information about an older person, or obtained from an older person by a service provider, is disclosed in a form that identifies the person, without the informed consent of that person or of his or her legal representative. However, disclosure may be allowed by court order, or for program monitoring by authorized federal, state or local agencies which are also bound to protect the confidentiality of client information. All client information shall be maintained in controlled access files. It is the responsibility of each service program to determine if they are a covered entity with regard to Health Insurance Portability and Accountability Act regulations.
- k. Referral and Coordination Procedures: Each service program shall demonstrate working relationships with other community agencies for referrals and resource coordination to ensure that participants have maximum possible choice. Each program shall be able to demonstrate linkages with agencies providing access services.
- l. Services Publicized: Each service program must publicize the service(s) in order to facilitate access by all older persons within their community.
- m. Older Persons at Risk: Each service program shall have a written procedure in place to bring to the attention of appropriate officials for follow-up, conditions or circumstances that place the older person, or the household of the older person, in imminent danger. (E.g. situations of abuse or neglect).
- n. Emergency Protocols: Each service program must have established, written emergency protocols for both responding to a disaster and undertaking appropriate activities to assist victims to recover from a disaster, depending upon the resources and structures available.
- o. Insurance Coverage: Each program shall have sufficient insurance to indemnify loss of federal, state and local resources, due to casualty, fraud or employee theft. All buildings, equipment, supplies and other property purchased in whole or in part with funds awarded by the MCSAC are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss.
- p. **The following insurances are required (if applicable):**
 - 1. Worker's compensation
 - 2. Unemployment
 - 3. Property and theft coverage (including employee theft)
 - 4. Fidelity bonding (for persons handling cash)
 - 5. No-fault vehicle insurance (for applicant owned vehicles)
 - 6. General liability and hazard insurance (including facilities coverage)
- q. **The following insurances are recommended for additional applicant protection:**
 - 1. Insurance to protect the program from claims against program drivers and/or passengers
 - 2. Professional liability (both individual and corporate)
 - 3. Umbrella liability
 - 4. Errors and Omission Insurance for Board members
 - 5. Special multi-peril

- r. Volunteers: Each program that utilizes volunteers shall have a written procedure governing the recruiting, training, and supervising/monitoring of volunteers that is consistent with the procedure utilized for paid staff. Volunteers shall receive a written position (job) description, orientation training and an annual performance evaluation.
- s. Staffing: **Each program shall employ competent, trained personnel sufficient to provide the funded services pursuant to the contractual agreement.** Each program shall be able to demonstrate an organizational structure including established lines of authority. Each program must conduct, prior to employment or engagement, a public criminal history record review through the Michigan State Police Criminal Justice Information Center for all paid and volunteer staff with recurring reviews conducted every 3 years. An individual with a record of a felony conviction may be considered for employment at the discretion of the program where written policy allows. The safety and security of program clients must be paramount in such considerations.
- t. Staff Identification: Every program staff person, paid or volunteer, who enters a participant's home must display proper identification which is either an organizational picture card or a Michigan driver's license and some other form of agency identification.
- u. Orientation and Training Participation: New program staff must receive orientation training that includes at a minimum, introduction to the program, the aging network, maintenance of records and files (as appropriate), the aging process, ethics and emergency procedures. Issues addressed under the aging process may include, though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse and exploitation.
- v. Service program staff is encouraged to participate in relevant Senior Resources sponsored or approved in-service training workshops, as appropriate and feasible. Records that detail dates of training, attendance, and topics covered are to be maintained. Training expenses are allowable costs against awarded funds. Each service program should budget an adequate amount to address its respective training needs.
- w. Complaint Resolution and Appeals:
 1. Complaints - Each program must have a written procedure in place to address complaints, from individual recipients of services under the contract, which provides for protection from retaliation against the complainant.
 2. Appeals - Each program must also have a written appeals procedure for use by recipients with unresolved complaints, individuals determined to be ineligible for services, or for recipients who have services terminated. Persons denied service and recipients of service who have services terminated, or who have unresolved complaints, must be notified of their right to appeal such decisions and the procedure to be followed for appealing such decisions. Each program must provide written notification to each client, at the time service is initiated, of her/his right to comment about service provision and to appeal termination of services.
 3. Complaints of Discrimination – Each program must have posted or provide written notice to each client, at the time service is initiated, that complaints of discrimination may be filed with the U.S. Department of Health and Human Services, Office of Civil Rights, or the Michigan Department of Civil Rights.
- x. Service Termination Procedure: Each program must establish a written service termination procedure that includes formal written notification of the termination of services and documentation in client files. The written notification must state the reason for the termination, the effective date, and advise about the right to appeal. Reasons for termination may include, but are not limited to the following:
 1. The client's decision to stop receiving services;
 2. Out of county move that determines a client to be ineligible;
 3. Improvement in the client's conditions so they are no longer in need of services;
 4. A change in the client's circumstances which makes them eligible for services paid for from other sources;

- 5. Permanent institutionalization of client in either an acute care or long-term-care facility. If institutionalization is temporary, services need not be terminated; and,
- 6. The program becomes unable to continue to serve the client and referral to another provider is not possible (may include unsafe work situations for program staff or loss of funding).
- y. Service Quality Review: Each provider must employ a mechanism for obtaining and evaluating the views of service recipients about the quality of services received. The mechanism may include client surveys, review of assessment records of in-home clients, etc.
- z. Civil Rights Compliance: Programs must not discriminate against any employee, applicant for employment or recipient of service because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status. Each program must complete an appropriate Federal Department of Health and Human Services form assuring compliance with the Civil Rights Act of 1964. Each program must clearly post signs at organizations offices and locations where services are provided in English, and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices and provision of services.
- aa. Equal Employment: Each program must comply with equal employment opportunity and affirmative action principles.
- bb. Universal Precautions: Each program must evaluate the occupational exposure of employees to blood or other potentially hazardous materials that may result from performance of the employee's duties and establish appropriate universal precautions. Each provider with employees who may experience occupational exposure must develop an exposure control plan which complies with Federal regulations implementing the Occupational Safety and Health Act.
- cc. Drug Free Workplace: Each program must agree to provide drug-free workplaces as a precondition to receiving a federal grant. Each program must operate in compliance with the Drug-Free Workplace Act of 1988.
- dd. Americans with Disabilities Act: Each program must operate in compliance with the Americans with Disabilities Act.
- ee. Workplace Safety: Each program must operate in compliance with the Michigan Occupational Safety and Health Act. Information regarding compliance can be found at www.michigan.gov.

3.0 REFERENCES

- a. Michigan Public Acts referred: www.legislature.mi.gov.

4.0 REVISIONS:

Date:	Location:	Revisions:

Muskegon Millage Service Providers Appeal Policy and Procedure

Policy: MM.1.03

Effective Date: 09/12/2017

Approved: 09/12/2017

Revised:

Reviewed:

1.0 POLICY: The following appeals procedure is to be employed by Senior Resources for:

- 1.1 Any applicant whose request to provide services under contractual agreement has been denied (in part or in whole) by Muskegon County Senior Activities Committee (MCSAC).
- 1.2 Any organization whose contractual agreement has been placed on probation, suspended or terminated under the jurisdiction and control of Senior Resources.

2.0 PROCEDURE:

- 2.1 The following steps will be taken and must be conducted within an aggregated time frame of sixty (60) calendar days.
- 2.2 A written notice to the applicant/service provider will be sent within seven (7) calendar days of action and will include:
 - a. Notice of denial of application to provide service by MCSAC or notice of Senior Resources action to place on probation, suspend, terminate a contract;
 - b. Notification of the right to appeal;
 - c. Notification that information or criteria on which the action was based is available for review by affected parties in accordance with requests for proposals or bids and award procedures;
 - d. Notification that the affected party may appear in person or by a designated representative at the appeal hearing.
- 2.3 Any organization having the right to appeal shall provide a written notice of appeal and request for an appeal's hearing to the CEO of Senior Resources within ten (10) calendar days of receiving the written notice of action taken and right to appeal. A copy of the request to appeal will be submitted by Senior Resources' CEO to the Chairperson of the MCSAC within seven (7) calendar days of receipt.
- 2.4 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 appellant's Board Chairperson (or ruling body president). The written requests shall include the following:
 - a. The action which is being appealed. Please note: appellant /provider must clearly state the specific action that is being appealed.
 - b. Grounds upon which the appeal is being made. Please note: The appellant /provider must cite and list justifiable grounds for appealing the decision. Grounds must pertain to the proposal or the procedures for evaluation or assessment.
 - c. Any procedural step not followed will result in denial of request for appeal. Written notice of denial of appeal shall be given to appellant within fourteen (14) calendar days of receipt of the appeal.
- 2.5 Upon receiving the request, the Chairperson of the MCSAC 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 CEO and the MCSAC Chairperson. MCSAC members affiliated with or having a conflict of interest regarding the appealing organization may not serve on the committee or vote on the appeal.
- 2.6 The CEO and MCSAC Chairperson shall inform the MCSAC of the appeal, acknowledging that procedural steps have been met and recommending a review hearing.

- 2.7** A hearing shall be scheduled no later than thirty (30) calendar days after the appeal was received. A notice of the hearing shall be mailed to the concerned parties not less than ten (10) calendar days prior to the hearing date. The notice shall include:
- a. Date, time, and place of hearing;
 - b. Statement of issue being heard;
 - c. Request for submission of written documentation which is relevant to the appeal;
 - d. Rules of conduct; and
 - e. Rights of the applicant/provider.
- 2.8** Senior Resources' CEO and MCSAC Chairperson or Appeal Review Committee may dismiss an appeal under any of the following circumstances:
- a. Appeal was not signed and initiated by duly authorized official;
 - b. The request was not submitted within the time allowed;
 - c. The appellant fails to follow the appeals procedure steps;
 - d. The request is withdrawn by the appellant through written communication before a final decision is made;
 - e. The applicant/provider fails to appear or be represented at the scheduled hearing.
- 2.9** Written notice will be given as signed by the MCSAC Chairperson within fourteen (14) days to the appellant stating the reasons for dismissal.
- 2.10** 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.
- 2.11** The decision shall be communicated in writing to the appellant within five (5) working days following the review hearing.
- 2.12** The appellant is then notified that the decision may be appealed by written request within ten (10) calendar days to the full MCSAC by appearing in person before the full MCSAC at the next regularly scheduled meeting.
- 2.13** The final decision of the full MCSAC will be communicated in writing to the appellant within five (5) business days.
- 2.14** Any rejection recommendation that is supported by the MCSAC may result in a reissuance of Request for Proposal or Bid Agreement, and the process will be reopened for that service category and/or geographical area only.
- 2.15** The appellant is notified that the decision of the MCSAC may be appealed within ten (10) calendar days to the Muskegon County Board of Commissioners. The Commissioners' decision will be deemed as final.
- 2.16** When the Senior Resources decision being appealed results in a change in existing providers for any service or project area, the appeal proceedings must be completed through final MCSAC 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 the time frame, the contract of the existing provider must be extended until the appeal process through the state level has been completed.

3.0 REVISIONS:

Date:	Location:	Revisions:

Cost Sharing Policy and Procedure for Contracted Providers

Policy: MM.1.04a
Approved: 04/10/2018

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1.0 Definitions:

1.1 Program Income: means gross income received by the contracted or sub-contracted directly generated by a contract supported activity, or earned only as a result of the contract agreement during the contract period.

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

2.0 POLICY:

2.1 This statement is intended to act as an outline of the general framework for collecting, recording of expenditures, and use of cost sharing income received for Contracted services provided to the participants of Muskegon County whereby the participants agree to pay a portion or share in the cost of their services.

3.0 PROCEDURE:

3.1 The following services require cost sharing:

3.1.1 Denture Services, Equipment Purchases & Loan Programs, Flu/Pneumonia Vaccination, Hearing Aids, Home Chore, Home Modification Assessment, Home Repair, Recreation Therapy, Vision Services, and Weatherization.

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

3.2.1 Those that are provided in group settings (health education), meals and food pantry, services that assure access (information & assistance, outreach & assistance, transportation), protect basic legal rights, or are provided on a one-time or emergency basis.

3.3 Before service begins, cost sharing should be thoroughly explained to the client. (see Attachment for sample Cost Share worksheet). If the participant is paying any other cost share, that may be applied.

3.4 The provider must maintain a minimum file containing signed income attestation statements, and income updated annually. (see attached sample worksheet and sample attestation forms.)

3.5 Liquid Assets should be considered when determining cost share. If liquid assets (CDs annuities, etc.) are above \$35,000 for a single person and \$45,000 for a couple, then 100% cost share should be considered. First homes, cars, and life insurance policies are not part of liquid assets. Any income generated by an asset must be considered as part of the total income.

3.6 The cost sharing formula for 2018 is charted as follows:

2018 Income and Cost Share Percentage Chart		
Income for Single Household	Income for Married Household**	% of Unit Rate*
\$24,280 is 200% poverty	\$32920 is 200% of poverty	
Less than or equal to \$24,280	Less than equal to \$32,920	0%
24280 – 29,280	32,921 – 37,920	5%
29,281- 34,280	37,921 – 42,920	10%
34,281 – 39,280	42,921 – 47,920	20%

39,281 – 44,280	47,921 – 52,920	40%
44,281 – 49,280	52,921 – 57,920	60%
49,281 – 54,280	57,921 – 62,920	80%
54,281 and above	62,921 and above	100%

* Approved services may use an alternative percentage formula when the agency has an established co-payment policy that exceeds the millage policy or when the unit rate is not the best indicator of cost

**If household exceeds 2 people, add \$4,320 per person

- 3.7** If a participant does not feel they are able to make the payment because of necessary excessive and additional expenses (i.e. medical, housing) and/or are already paying a cost share for another service, then a more thorough financial evaluation can be made and cost share payment may be adjusted. If a cost share adjustment is approved the reason for the adjustment should be listed on the cost share form signed by the client.
- 3.8** If a client refuses to pay their cost share amount and does not have an approved reason for not making payments, service should not begin. If service has started and payment is not received for 3 months, services should be terminated. A service termination can be appealed. Each agency must develop an appeal process. The policy should include a request for review by SRWM if the agency and client cannot resolve the difference.
- 3.9** The cost sharing formula will be evaluated for use with each required cost shared service. If it is not applicable, a cost sharing flat fee will be developed.
- 3.10** Statements for services requiring cost sharing are to be sent to the client following the previous month of services. Immediate payment will be requested. Cost share payments will be recorded on the financial report to SRWM in the month collected and will be deducted from that month's reimbursement rate
- 3.11** Payment can be made at time of service or in a monthly statement. Requirements for payment are the same as above.
- 3.12** New services may be required to cost share and will be evaluated when the service contracts are developed.

Cost Share Worksheet

Income Information

Client:	Source	Amount		Annual
	Wages		X12	
	Social Security		X12	
	Veteran's Benefits		X12	
	Interest Income		X12	
	Pension		X12	
	Other		X12	
		Total Income		\$
Liquid Assets Value (savings, checking, and CDs)				

Spouse:	Source	Amount		Annual
	Wages		X12	
	Social Security		X12	
	Veteran's Benefits		X12	
	Interest Income		X12	
	Pension		X12	
	Other		X12	
		Total Income		\$
Liquid Assets Value (savings, checking, and CDs)				

If liquid assets (CDs annuities, second home, etc.) are above \$35,000 for a single person and \$45,000 for a couple, then 100% cost share should be considered. First homes, cars, and life insurance policies are not part of liquid assets.

The percentage of my cost share is _____

Service: _____ Projected Hours/Units per month _____

Cost per unit \$ _____ Projected Monthly Cost \$ _____

Projected monthly Cost Share \$ _____

The information above is complete and accurate. I agreed to accept services as indicated and agree to pay the required cost share portion. I am required to pay cost sharing on actual services provided and will be billed monthly for services rendered.

Signature of participant or representative

Date

4.0 REFERENCES:

- a. Federal Poverty Guidelines 2018

5.0 REVISIONS:

Date:	Location:	Revisions:
04/10/2018	3.6	Updated with 2018 Federal Poverty Guidelines

Cost Sharing Policy and Procedure In-Home & ADC services.

Policy: MM.1.04b
Approved: 09/12/2017

Effective Date: 09/12/2017
Revised:

1.0 POLICY:

1.1 This statement is intended to act as an outline of the general framework for the recording of expenditures and use of cost sharing income received for purchased services provided to the participants of Senior Resources whereby the participants agree to pay a portion or share in the cost of their services. A separate purchase of service pool program fund in the accounting system will be designated in which cost shared service expenditures and receipts will be recorded monthly. The purchase of service pool expenditures will be allocated at each month's end to the program funds/services designated for purchasing of services. All cost share receipts will be allocated based on projected service expenditures and be used for the purpose of purchasing additional millage funded services for the participants of Senior Resources.

2.0 PROCEDURE:

2.1 Support coordinators whose participants are recipients of In-Home or Adult Day Care (ADC) services are required to complete a Cost Share Agreement no less than once annually with each participant. Support coordinators will explain that the amount the participant cost shares will be utilized to purchase additional services and enables more participants to be served.

3.0 PROCESS:

3.1 Support Coordinators will complete a Cost Share Agreement annually during the participant's assessment. Participants will be charged a fee of \$6 per hour of service for all in-home services and adult day services.

3.2 Participants who are at/or below 200% of poverty are exempt from this cost share requirement. These participants will be encouraged to donate to the cost of their service as able. The participants or participant's caregiver signs and dates the agreement along with the supports coordinator. A copy is given to the participants, a copy placed in participant's file, and a copy routed to the Senior Resources Finance & Accounting Department.

3.3 The Finance & Accounting Department will mail the participants reminders monthly for their agreed cost share amount based on projected monthly utilization. Participants who refuse to cost share in accordance with their signed agreements may have their services terminated by Senior Resources.

3.4 Participants can request a cost share re-evaluation upon changes in financial circumstances at any time.

3.5 All receipts of in-home respite & ADC cost share collections will be logged by the Office Manager, copies of checks received kept with the log, and the receipt log will be retained as backup to cost share income bank deposits. The Office Manager will record the cost share bank deposits as program income for the purchase of service pool. Cost Share income will be allocated monthly to the service and program fund benefited based on actual recorded expenditures for each service and allocated based on percentage share of the total monthly purchased service expenditure by the Accountant through general journal entry; worksheets will be retained as backup to general journal entries to allocate purchased service expenditures and cost share (program) income back to the service and program funds benefited. All cost share (program) income will be used for purchase of additional participant services and fully expended within the fiscal year collected.

4.0 REFERENCES:

a. Federal Poverty Guidelines 2016

5.0 REVISIONS:

Date:	Location:	Revisions:

Contractor Assessment Policy and Procedure

Policy: MM.1.05
Approved: 09/12/2017

Effective Date: 09/12/2017
Revised: Reviewed:

1.0 POLICY:

- 1.1 Senior Resources will conduct assessments of the contractors at minimum annually. General standards, program and fiscal assessment tools will be sent to the contractors prior to the assessment date mutually established during the first fiscal year of the three-year contract period. During fiscal years two and three, the assessment guides will be updated to reflect any changes.
- 1.2 Contractors must permit access at reasonable times by Senior Resources staff to observe and assess program and fiscal operations for evaluation purposes. In addition, contractors must permit the Muskegon County Senior Activities Committee (MCSAC) and/or any agency designated by either Senior Resources or MCSAC to interview participants, who fully agree to being interviewed, in programs funded in any part by the Muskegon County Senior Millage.
- 1.3 Contractors 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:
 - a. The contractor was contracted for the same service(s) during the prior three-year contracting period;
 - b. The annual assessment(s) conducted during the prior three-year contracting period resulted in no findings;
 - c. Maintains a favorable rating result from the Financial Risk Survey; and,
 - d. There are no current concerns based on required reporting, consumer feedback, or other communications.
- 1.4 Assessments for low-risk contractors will be conducted on-site at the offices of the contractor during fiscal year one, and if low-risk status is retained, desk review assessments will be conducted during fiscal years two and three.

2.0 PROCEDURE:

- 2.1 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:
 - a. General Standard for All Services
 - b. Program Service (for each contracted service)
 - c. Fiscal with Financial Risk Survey.
- 2.2 The procedures which follow include activities to be carried out before, during, and following the assessment visit:
 - 2.2.1 Pre-Assessment: Senior Resources will notify the contractor 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 contractor should make available. Senior Resources will supply a copy of the assessment guides to the contractor. Senior Resources staff will review the contractor's contract, budget, fiscal and program reports, and other pertinent material in its contract file prior to the assessment. During a site visit, the contractor will provide adequate working and meeting space to Senior Resources staff.
 - 2.2.2 Assessment: Contractor staff, as well as MCSAC 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 contractor during an exit interview.

2.2.3 Post-Assessment: Within sixty (60) days, Senior Resources will complete and provide the contractor 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, and technical assistance by Senior Resources staff will be offered. A copy of the assessment report and the completed assessment guides will be maintained in the contractor files as part of its permanent record and is reviewed by independent auditors retained by Senior Resources to substantiate program audit compliance.

2.2.4 If the assessment results in the contractor being placed on probation, a copy of the letter will be sent to the MCSAC, and the contractor will need to provide Senior Resources with a proposed corrective action plan. Upon request, Senior Resources will provide on-site technical assistance to assist the contractor in carrying out its corrective action. A summary of the assessment and recommendations will be supplied to the MCSAC as well as the overall progress and achievement of the contractor towards its correction action plan.

3.0 REFERENCES:

- a. MM.1.06 Contractor Corrective Action/ Termination Policy and Procedure
- b. OMB Uniform Grant Guidance (FR DOC #: 2013-30465)
- c. MM.1.03 Muskegon Millage Contracts Provider Appeals Policy and Procedure

4.0 REVISIONS:

Date:	Location:	Revisions:

Contracts Corrective Action/Probation/Termination Policy

Policy: MM.1.06
Approved: 09/12/2017

Effective Date: 09/12/2017
Revised: **Reviewed:**

1.0 POLICY:

1.1 Senior Resources, an Area Agency on Aging, which awards contracts and purchased agreements for the provision of aging services through the Muskegon County Senior Millage (MCSM), continually monitors and annually assesses the quality of services provided by its contractors. If a sub-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 contract on probation or suspension in whole or in part. For adequate cause, Senior Resources may terminate a contractual or bid 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 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.

2.0 PROCEDURE:

2.1 Corrective Action/Probation:

- a. If a 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-contract on probation in whole or in part.
- b. Senior Resources may commence probation upon the contractor's receipt of written violations cited by Senior Resources.
- c. The notice of probation shall contain reasons for probation, corrective actions required of the contractor, the effective date, probationary time frame, due date for corrective action plan to be submitted (if applicable), and the right of the contractor to appeal the probation.
- d. During the probationary period, the contractor will receive reimbursement for expenses incurred as part of this contract.
- e. If during the probationary time frame the contractor does not comply with the corrective actions, suspension or termination may be elected.

2.2 Suspension:

- a. If the contractor fails to comply with the terms of this contract, Senior Resources may suspend support for contracted service in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- b. To suspend contract, Senior Resources must notify the 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 contractor to appeal such decision.
- c. Under extreme conditions (danger to older persons or improper use of funds or fraud), immediate notice of suspension may be given.
- d. New obligations incurred by the 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 contractor cannot reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the contractor before the effective date of the suspension and not in anticipation of suspension or termination.
- e. In suspending contract, Senior Resources shall determine the amount of unearned funds the 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.

- f. 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 notification of award or service authorizations.
- g. 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.

2.3 Contract Termination:

- a. 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:
 - 1. Unavailability of funds;
 - 2. The contractor violates conditions under which this contract was approved;
 - 3. Program performance is inadequate as documented through the monitoring of visits;
 - 4. Other resources are unavailable;
 - 5. Assessment findings are inadequate for two (2) semi-annual assessments; and
 - 6. Suspension for more than three consecutive months.
- b. To terminate funding of this contract, Senior Resources must notify the 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.
- c. Under extreme conditions, immediate termination may be completed. (Gross negligence, misappropriation of funds, etc. are considered extreme conditions.)
- d. If financial support of this contract terminates on completion of the approved budget year or earlier, the 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.
- e. 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.
- f. The contractor may terminate this contract upon thirty (30) days written notice to Senior Resources at any time prior.

3.0 REFERENCES:

- a. MM.1.05 Contractors Assessment Policy and Procedure
- b. MM.1.03 Muskegon Millage Contracts Provider Appeals Policy and Procedure

4.0 REVISIONS:

Date:	Location:	Revisions: