



Region 3B Area Agency on Aging

Request for Proposals (RFP)

Application for funding for services to older adults in Barry and Calhoun counties

FY 2017 - 2019

**Applications are due:
May 5, 2016, 4:00 pm**
(no late applications will be accepted)

**Submit application clearly marked:
2017-2019 RFP
Region 3B Area Agency on Aging
200 W. Michigan Avenue, Suite 102
Battle Creek, MI 49017**

**REQUEST FOR PROPOSAL (RFP)
APPLICATION PACKET
2016 KEY DATES**

Bidder's conference and letter of intent: **Monday, April 18, 2016 9am**
Kool Family Community Center
Burnham Brook Conference Room (2nd Floor)
200 West Michigan Avenue
Battle Creek, MI 49017

Application due to Region 3B AAA **Thursday, May 5**
no later than 4:00 pm

Application must be mailed or delivered to: **Region 3B AAA**
One (1) original, binder clipped **ATTN: 2017-2019 RFP**
200 West Michigan Ave, Suite 102
Battle Creek, MI 49017

Staff review of applications begins May 6

RFP committee review of applications May 18

Advisory Council review of RFP recommendations June 20, 4:00 pm

Policy Board review and approval of RFP recommendations June 27, 5:30 pm

Notice of awards with SGA to applicants June 30

Signed Statement of Grant Awards due back to AAA August 12

Services start date October 1

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PART 1. REQUEST FOR PROPOSALS (RFP) AND CONTRACT AWARD PROCEDURES

I. AAA RFP APPLICATION AND CONTRACT OVERVIEW

The RFP process will be announced by official notice published in area newspapers, posted at the primary office of the AAA and mailed to current service agencies and known potential bidders. A Bidder's Conference will be held on **April 18 at 9:00 am** at the office of the Area Agency on Aging. While not mandatory, all bidders are encouraged to attend the bidder's conference.

A. Application Information: The application must be completed by organizations proposing to enter into a contract for the delivery of services utilizing Title III of the Older Americans Act and/or state funding. Applicant agencies must set forth a detailed plan for the proposed project including a description and budget accurately reflecting service delivery activities and the amount of funds requested. **This will be a multi-year RFP to cover October 1, 2016, through September 30, 2019.** If an agency is awarded funds, the application becomes a binding component of the contract. Funds for subsequent years are dependent on the availability of funding from the Aging and Adult Services Agency (AASA), adequate progress on goals and fulfillment of grant requirements.

1. Application Deadline/Structure: **Applications are due at the AAA office at 200 West Michigan Avenue, Suite 102, no later than 4:00 pm on Thursday, May 5, 2016.** Applications received after the deadline will not be considered. Applications should be addressed to the attention of RFP 2017 through 2019.

ONE SIGNED ORIGINAL is required. The application may be two-sided but should not be stapled. It is recommended that a binder clip be used to secure the application. The application should be in the following order:

- A. Cover Page
- B. Narrative
- C. Budget narrative and budget Form
- D. Signed Agreement
- E. Assurances
- F. Additional attachments (please limit – no videos or bound material)

2. Eligible Applicants for Funding: Eligible Applicants for funding are public, private, non-profit, or private for-profit organizations and political subdivisions of the State of Michigan serving the AAA Program Service Area (PSA) consisting of Calhoun and Barry counties. Subcontracting with profit-making organizations requires prior approval from the AAA and the Michigan Aging and Adult Services Agency (AASA).

3. Eligible services: The AAA requests proposals only for those services that are part of the AAA's Multi-Year (MYP) and Annual Implementation Plan (AIP). A copy of the MYP and AIP for the period October 1, 2016 through September 30, 2019, will be available on the agency's website or by contacting the AAA after July 1, 2016. Operating standards have been established for each service available for bid. **Compliance with these standards is mandatory.** The service standards can be found on the agency's website: www.region3b.org under "Doing Business with Us."

4. Population to be served: Services shall be provided only to persons 60 years of age and older unless otherwise allowed in the service standards. Services provided under Title III Part E (National Family Caregiver Support Program) may be provided to caregivers aged 60 or over, caregivers of any age when the care recipient is aged 60 and over, or kinship care recipients when the kinship caregiver is aged 60 and over.

Services must be made available to elderly residents of Barry and Calhoun counties regardless of race, color, religion, gender, national origin, sexual orientation or income. *Elderly recipients* include those residents or occupants of facilities, (permanent, temporary, or transitional), located within the geographic area of Calhoun and Barry counties.

5. Target Population: Preference must be given to serving older persons with the greatest social and economic need, with substantial emphasis given 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 the relative percentage of that population to the total elderly population within the geographic service area.

The following definitions also apply:

The Older Americans Act (OAA) states that "*preference will be given to providing services to older individuals with the **greatest economic or social needs**, with particular attention to low-income minority individuals.*"

Greatest social need is defined as "*the need caused by non-economic factors which include physical and mental disabilities, language barriers, and cultural, social, or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently.*"

Economic Need, according to the OAA as Amended, Section 102, and Part 29 reads as follows: The term "*greatest economic need*" means the need resulting from an income level at or below the poverty line.

Part 41 of the section reads as follows: The term "*poverty line*" means the official poverty line as defined by the Office of Management and Budget, and adjusted.

The AASA requires that AAA contractors "*specify how [they] intend to satisfy the service need of low-income minority individuals in the area served by the provider; and attempt to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such provider.*"

Additionally, the Act requires that providers "*assure the use of outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on rural elderly, older individuals who have greatest economic need (with particular attention to low-income minority individuals), older individuals who have greatest social need (with particular attention to low-income minority individuals), and older individuals with severe disabilities, and inform such individuals of the availability of such assistance.*"

The AAA requires providers to provide detail about how they intend to fulfill these requirements. This effort is called "targeting." Contractors will consider both the poverty guidelines and Census data for the proposed service area. Information on the demographics of the service region can be obtained from the Area Agency on Aging planning manager.

Providers of aging services *may not* use a means test. Although, methods such as location of services and specialization in the types of services most needed by these groups may be used to meet the requirement; it is the responsibility of the contractor to insure that special cultural and ethnic needs of the senior population will be addressed and that the provision of services will be consistent with the lifestyle of the elders to be served.

The poverty status of families and individuals is based solely on money income before taxes and does not include the value of non-cash benefits such as food stamps, Medicaid, and subsidized housing. The poverty status of older people is determined by comparing the sum of their incomes and the incomes of other related family members residing in the same household to the appropriate poverty line. Older family members whose personal incomes would be below the poverty line if considered by itself may not be so classified when total family income is taken into account.

- a. Low-Income: For purposes of this application, the following guidelines are in effect related to poverty status:

<u>SIZE OF FAMILY</u>	<u>100% POVERTY</u>
1	\$11,880
2	\$16,020
3	\$20,160
4	\$24,300

Note: Add \$4,140 for each additional family member

- b. Minority: For planning and reporting purposes, seniors who are members of the following racial/ethnic categories are to be considered as belonging to a minority group: American Indian/Alaskan Native, Asian/Pacific Islander, African American, Hispanic, and Other. The "Other" category consists of persons whose response to the race item on the census could not be categorized into a specific race, e.g. "Bi-racial," "American," or "Hispanic." Most persons in the "Other" category are white Hispanics.
- c. Low-Income/Minority: Persons aged 60 and over meeting the poverty definitions listed above, and who are African American, Hispanic, American Indian/Alaskan Native, Asian/Pacific Islander, or Other are considered to be low income/minority individuals.
- d. Frail/Disabled Elderly (Handicapped) – Consider a senior handicapped if he/she would need assistance to use public transportation. Persons aged 60 and over having a physical or mental disability, including Alzheimer's disease or a neurological or organic brain disorder, restricting their ability to perform individually or live independently, are considered to be frail/disabled. An older adult with a confirmed disability through the

Social Security Administration (SSI or SSDI) may also be considered Frail/Disabled for purposes of targeting.

B. Selection Process: The selection process will be conducted in a manner which provides for free and open competitive bidding on services to be provided in the region. ***The AAA reserves the right to accept or reject all proposals.*** Awards shall be made to the responsible bidder whose proposal is most advantageous to the AAA based on cost and all other factors being considered. Established timetables will be strictly adhered to and therefore, ***proposals received after the published due date or that does not contain the required documents will not be considered eligible for funding.***

1. Review of applications: Applications are reviewed by an RFP Review Committee (RRC) consisting of representatives from the AAA Advisory Council, Policy Board AAA staff, a community member, and a member of the Calhoun County Senior Millage Allocation Committee or Calhoun County Office of Senior Services staff. Recommendations from the RRC will then be presented to the Advisory Council who in turns makes the final funding recommendations to the Policy Board. Final funding decisions are made by the AAA Policy Board.

Contracts will be awarded to those organizations whose applications best meet the stated criteria, provide cost effective delivery of quality services, can clearly demonstrate capacity, experience and commitment to quality, and are responsive to older adults most in need. In cases where no application best meets the criteria, the AAA has the right to deny all applications and issue a second request for proposals for the desired service or provide services directly to meet the need in the PSA.

2. Review Criteria: Applications are reviewed based on the following criteria:

Ability to deliver quality services

- Clarity of service objectives and structure
- Service delivery plans reflect understanding of service standards and demonstrate effective process and strategies to address needs
- Staffing and supervision is adequate and appropriate
- A system is in place that accurately measures the quality of service
- The agency is experienced in providing services to the target population

Evidence of effective targeting strategy for directing services to populations in greatest need

- The application demonstrates a knowledge of the needs of low-income and minority populations and effectively outlines a plan to reach a proportion number of low-income and minority seniors as to the total population in the region
- A plan is in place to serve the elderly in rural or hard to serve areas

Responsiveness to AASA and AAA objectives

- The application clearly identifies how the work plan aligns with the State Plan goals and the objectives set forth in the AAA's Multi-Year and Annual Plans.

Clarity and completeness of the proposal

- The proposal follows the requested format and is complete

- All forms and attachments are included

Cost efficiency and effective budgeting including use of additional resources

- Unit costs are appropriate and reasonable
- Budgeted expenses are appropriate and adequate to meet service standards and objectives
- Projected seniors and units are appropriate for the level of funding requested
- The program is supported by other resources

3. Requests for waiver of AAA policy: All policies and procedures of the AAA shall be adhered to except in those cases where waivers are specifically allowed under AASA rules and regulations. In such cases a written request must be submitted to the AAA for approval. Approval must be given prior to any change in operations.

Waiver request pertaining to *Operating Standards for All Services* should be submitted as part of the application process or during the contract renewal process (when appropriate) and must include, at a minimum, the following information:

- The specific AAA policy for which the waiver is requested
- The reason(s) why the waiver is needed
- The proposed date on which the waiver (if approved) would take effect. No waiver of minimum insurance requirements will be granted.

Consideration of and recommendations regarding such requests will be determined as part of the proposal review process. Requests for a waiver of any AAA policy must be submitted in writing to the AAA along with the application. Service standards waiver requests submitted to the AAA mid-year will be subject to approval of the CEO and the AAA Policy Board.

4. Contracting Authority: In order to implement services under a three-year plan, the AAA requires complete application packages from proposed service providers at the beginning of the planning cycle. At any time during the contract or the RFP process, the AAA may, at its discretion, require proposed service providers to submit supplemental materials. The AAA may request additional information from providers in subsequent years of the contract.
5. Notice of Award: Written notification of Policy Board action regarding the approval or denial of service proposals will be sent by mail within seven calendar days of action. Verbal notification may be requested at any point after the decision is made.
6. Appeals: Those applicants whose proposals are denied by the AAA have the right to appeal their denial. Written intent to appeal must be sent to the AAA *within ten calendar days* from receipt of the official notice of the decision.
7. Contract Negotiations: Final negotiation of contracts, authorized by the AAA Policy Board, will be conducted by the AAA staff after Policy Board selections have been announced, but prior to actual project start-up on October 1, 2016, when funding conditions (if any) such as unit cost, senior service levels, budget concerns, and related program concerns.

8. Second and Third Year Funding: Funding levels for contract negotiations for the second and third years are based on the following: Availability of funds, successful fulfillment of contract spending and serving levels in the first year of the contract, fiscal and programmatic site assessment results, any other criteria which may affect contract performance. Contracts are awarded based on the availability of funds which can increase or decrease during each fiscal year of the contract.

II. FUNDING/BUDGET INFORMATION

- A. Funding Sources: Both state and Federal monies are available through the AAA, and are administered in like fashion. Title III and state monies are to provide for direct aging service costs and not intended to stabilize organizations or provide for their solvency.

Title III is the principal Federal source of funds for planning and services for older persons established through the OAA. Title III-B: social service programs; Title III-C: congregate meal services provided at nutrition sites and meals delivered to the homebound elderly; Title III-D: Preventative health services; Title III-E: National Family Caregiver Support Program.

- B. Matching Requirement: The funding philosophy of Older Americans Act and Older Michigianians Act programs assumes some local resources are available for local programs. Therefore, all funding is on a percentage basis, with both Federal and state monies requiring a 10% match of service costs. A portion of local funds must be used and designated as matching funds. To compute match:

- Example - Annual Contract \$10,000 request with a 10% match
- a. \$10,000 divided by .90 = \$11,111 (sum of awards and match)
 - b. \$11,111 times .10 = \$1,111 (10% match amount)

Documentation that match is being provided is submitted as a component of the financial reporting for reimbursement. Technical assistance regarding reporting requirements may be provided to successful applicants prior to the beginning of the fiscal year. Match can be cash or in-kind from non-like sources. As an example, Federal dollars cannot be used to match other Federal dollars.

- C. Program Income: Program income includes, but is not limited to donations from seniors received by a contractor for all services provided with contract funds. Program income is used for budgeted line items to expand the service and reduce the need for Federal funding participation. *Program income cannot be carried over from one fiscal year to the next.*

Regulations which govern program income include:

- *Opportunity*: Older persons must be given an opportunity to contribute; however, an older person who requests services cannot be denied a service because he/she "will not or cannot contribute to the cost of the service." (Federal Register V, 45, No. 63, 3/31/80, #21158). 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.
- *Privacy*: The privacy of contributions made by older persons must be protected.

- *Expand Services:* Program income must be used to expand or increase service delivery for allowable costs only, and cannot be used as match for Federal or state funds.
- *Budgeting:* Program income must be budgeted in the service for which it is received before being spent.
- *Handling:* Each program must have in place a written procedure for handling all donations/contribution, upon receipt. The policy must include, at a minimum, daily counting and recording of all receipts by two, unrelated individuals; 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; and reconciliation of deposit records and collection records by someone other than the depositor or counter(s).
- *Accounting:* Program income must be accounted for separately within the contractor's accounting records. Program income must be reported to the AAA on the required budget forms.

D. Methods of Reimbursement: All AAA contracts are performance contracts.

1. Unit Rate Reimbursement: Under a unit rate reimbursement structure the budget submitted establishes a fixed unit cost reimbursement rate for each unit of service delivered. Monthly reimbursement received by a contractor from the AAA is based on the number of units provided in that month.

During the second quarter fiscal evaluation and subsequent reprogramming process, the rate of unit cost reimbursement in relation to actual expenditures may be reviewed. The unit cost contract will allow for mutual review and possible renegotiation of the unit rate at the mid-year point with all factors, including program income, considered. Contractors must establish a clear audit trail for the units of service claimed for reimbursement (i.e. worker time sheets signed by the senior to verify that services were performed).

The following are the guidelines related to the use of the unit cost reimbursement method:

- Fixed Rate: Unit reimbursement is understood as a method of payment for contracted services based on a fixed unit rate, which is determined prior to the finalizing of a contract for services. Individual contracted unit rates will vary by service and provider.
- Quality: The primary consideration of use of this system is to ensure the provision of quality, cost efficient units of service at the contracted rate, and during the entire contract period. Service quality will be monitored under existing service standards and definitions.
- Determination: The unit rate for a particular service is proposed initially by the contractor. The actual rate will be determined prior to the contract being finalized. The AAA may request a review of the unit rate cost basis that include review of the line item budget, the past unit cost (for previous contractors), and information on unit costs for the particular services category on the State-wide, regional, and/or local levels. The unit rate charged to the AAA cannot exceed the actual cost of providing the units. The AAA

reserves the right to negotiate the unit rate both prior to the start of the contract and mid-contract if deemed necessary or if the cost basis for the unit changes significantly. AAA contracts are not risk contracts and therefore, unit rates should closely match the actual cost of providing the units. The contractor may be requested to provide evidence of the cost basis for the unit rate.

- Contract: The boilerplate contract will be used. Should additional funding be awarded during the contract year, service will be increased relative to the established unit rate, unless a contract renegotiation is requested. The Statement of Grant Award (SGA) will be considered part of the contract. The Statement of Grant Award includes the source of funding, units funded, unit rate, services contracted, and total award. SGA's are updated as funding changes during the program year or contract period as all awards are based on availability of funds.
 - Reporting: Contractors will be required to submit monthly reports of units served, and complete fiscal and programmatic quarterly reports as required by the type of service being provided.
 - Audit: Contractors must establish a clear audit trail for the units of service, which are claimed for reimbursement. Those organizations required to complete a single audit must provide a copy to the AAA annually.
 - Transfers: Unit rate contractors are not required to notify the AAA of line item budget changes or to request approval for such changes.
 - Spending: The AAA guidelines governing program income will be followed. Program income will be spent to purchase additional units.
 - Renegotiation: The contract will allow for mutual review and possible renegotiation of the unit rate at the end of each year within the contract, and at the mid-year point, as appropriate.
 - Standards: All Operating Standards for Service Programs and reporting requirements of AASA will continue to be met under this system.
2. Line Item Reimbursement: Providers may request line item reimbursement. Approval of line item reimbursement is at the discretion of the AAA. Bidders must specifically request line item reimbursement and provide a justification in the application as to why unit rate cannot be used. Changes in line items that exceed 20% must be approved by the AAA.
- E. Accounting Requirements: The following requirements exist related to the contractor's financial audit and the requirement for a single audit, eligible and ineligible costs, and indirect rates:
1. Financial Audit: Service funds and match must be accounted for separately in the contractor's accounting system. All agencies receiving funds from the AAA are required to complete and submit an annual financial audit. A copy of the agency's audit must be provided to the AAA annually.

2. Single Audit: Programs receiving \$50,000 or more in total Federal funds are required to conduct and provide a single audit in accordance with the Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions" or OMB Circular A-128 "Audits of State and Local Governments," as appropriate. A portion of this expense is allowed to be budgeted toward and funding by the AAA grant award. A copy of the audit must be provided to the AAA annually.
3. Eligible Costs: The following indicates general items for which AAA funds may be spent: Personnel (including fringe benefits); travel (staff and volunteers); communications (including telephone and postage); supplies, rent, utilities, conferences, and training (staff and volunteers). Items that **may** also be covered include: Equipment, fees, and insurance.
4. Ineligible Costs: Ineligible costs generally include: Bad debts, capital expenditures, construction, purchase of vehicles, entertainment, interest, severance pay, penalties, and other financial costs deemed ineligible by the AAA in accordance with state and Federal guidelines, cost principles or Generally Accepted Accounting Principles (GAAP).
5. Indirect Rates: Indirect costs are general operating expenses which are necessary for providing the proposed service but are not readily assignable to any one-cost objective such as postage, telephone, and supply costs. The method for determining the indirect cost rate must be indicated in the budget detail. Those agencies with an approved Federal negotiated indirect cost rate may not request indirect costs in excess of the approved indirect cost rate. A copy of the approved indirect cost rate plan must be provided to the AAA before the budget is approved. Those agencies without an approved indirect cost rate must demonstrate how the indirect costs are prorated against the general operating expenses of the agency. The rate for indirect costs must be deemed reasonable and in line with the application of indirect cost rate for other programs of the applicant.

III. REPORTING SYSTEMS

- A. Vendor Payment Voucher: The Vendor Payment Voucher is an Excel document that summarizes the number of units provided during the month multiplied by the established unit rate of reimbursement from the AAA. It includes grant funded sources and total units provided, as well as providing the percentage of the total projected budget expended that month and match funds received. Providers will receive training on using the Excel spreadsheet. The format is required and contractors should not create alternate forms. If assistance is needed, contact the AAA. Financial reports should be mailed, hand delivered or emailed ATTN: Debbie Massimino, Finance Analyst, 200 W. Michigan Avenue, Suite 102, Battle Creek, MI 49017 or dmassimino@region3b.org Reports on quarterly expenditures and projections may be requested to assist with planning for possible reprogramming.
- B. Financial and Programmatic Reports: The primary reporting mechanisms required of all contractors includes monthly financial report and various programmatic reports. Programmatic reports should be hand delivered or emailed to ATTN: Debbie Massimino, Finance Analyst, 200 W. Michigan Avenue, Suite 102, Battle Creek, MI 49017 or dmassimino@region3b.org
 1. NAPIS (National Aging Programs Information System): For all Federal Title III funded services, detailed programmatic reporting is required. Seniors served and units are to be submitted in electronic format monthly as outlined in the MY 2017-2019 Programmatic Reporting Requirements manual.

2. Waiting List: This information is reported as a supplement to NAPIS reporting monthly and is outlined in the FY 2017-2019 Programmatic Reporting Requirements manual.
 3. Nutrition Program Supplemental Forms: This information is reported as a supplement to NAPIS reporting monthly and is outlined in the FY 2017-2019 Programmatic Reporting Requirements manual.
- C. Reporting Match: Cash and in-kind match resources will be reported on the quarterly financial report.
- D. Payment Schedules: Reports must be received at the AAA office ***prior to the 10th of each month***. Reimbursements for a particular month is contingent on the basis that the reports received are accurate and complete. Faxed or emailed copies of reports are accepted for reimbursement.

IV. CONTRACT ASSESSMENTS

- A. Year 1 on-site Assessment: AAA staff will conduct both programmatic and fiscal assessments at the offices of the service provider. Both program assessment and fiscal assessment tools will be sent to the service provider at least 30 days prior to the assessment date during the first year and shall be returned one week prior to the respective on-site visit date to allow for identification of issues to be discussed. Staff will also discuss at the programmatic assessment, such things as agency developments, staff changes, program changes, as well as opportunities for training. The fiscal assessment will consist of reviewing documentation of expenditures, match, and insurance coverage. Grantees may also be requested to present their program outcomes to the Quality Committee of the Policy Board and members of the Advisory Council at least once during the three-year grant period. The CEO, Executive Director or designee, and program manager will be required to attend these presentations.
- B. Years 2 and 3 Assessments: New providers (those who have never received funding from the AAA) will be assessed annually during their first funding cycle with the AAA. Determination of the need for assessments is at the sole discretion of the AAA. Annual contractors may be designated as low risk for noncompliance and be subject to a minimum of one on-site programmatic and fiscal assessment and a desk audit in subsequent years of the three year contract period ***provided*** they meet the criteria outlined below.
1. The annual contractor was contracted for the same service(s) during the prior contracting period.
 2. The annual assessment(s) conducted during the prior contracting period resulted in no findings or deficiencies.
 3. There are no current concerns based on monthly reporting, consumer feedback, or other communications.
 4. The contractor has previously received AAA funding and maintained compliance and demonstrated acceptable contract performance.
- C. Written Summary: AAA will present a written summary of the assessment to the subcontractor within 30 days of the assessment date. This will include all the information required to meet AASA Operating Standards for Service Programs. The summary will indicate whether a follow

up assessment or reassessment is required. The summary will outline the recommendations, findings, or deficiencies observed.

- D. Response: The contractor will respond in writing within 30 days in order to acknowledge the intent to resolve compliance items. Depending on the significance of the findings, the contractor will either be reassessed or required to submit a notification of compliance with the recommendations. If there are deficiencies noted, an automatic reassessment will be held within 90 days of the first assessment to insure that compliance has been achieved.
- E. Reassessment Procedures: A follow up assessment or reassessment of the contractor may be required if there are “findings” or “deficiencies” indicated. If “deficiencies” are noted during the initial assessment, a reassessment will be scheduled within 60 days of the initial assessment. Failure to develop a corrective action plan for findings or deficiencies can result in probation status. The purpose of the reassessment is to monitor the progress on any significant problems that were apparent during the initial assessment. Significant deficiencies impacting health and safety could result in immediate probation and discontinuation of services until the deficiencies are corrected. Decisions to conduct a reassessment for “findings” will be made on a case by case basis. The reassessment involves two steps:
 - 1. On-site visit: AAA staff will make an appointment and visit the contractor agency to review progress on recommendations with relevant staff.
 - 2. Written Summary: AAA staff will provide a written summary of the reassessment to the contractor agency, AAA Advisory Council, and AAA Policy Board.
- F. Unannounced Site Visit: The AAA retains the right to conduct unannounced site visits with providers and review procedures, files, and other relevant material at any time during the contracting period.

V. REPROGRAMMING/AMENDMENT PROCEDURES

- A. Reprogramming Procedures: Reprogramming is a means of utilizing, within a multi year contract, all available Federal and state monies for services as they are awarded for each year of the multi year contract. It provides for the expenditure and monitoring of funds and services provided within the two county area; thus reducing and/or eliminating unnecessary waste or loss of service dollars to the region.
 - 1. Expending Funds: All regular and reprogrammed funds are to be expended by the end of each fiscal year of the multi year contract in which they are awarded.
 - 2. Unspent Funds: Funds not spent as a result of contract termination or amendment will automatically be reprogrammed.
 - 3. Quarterly Review: All contracts will be subject to the biannual reprogramming review. During the fourth quarter, review may take place monthly.
 - 4. Changes: Changes in the contractor/AAA relationship as a result of reprogramming procedures will be implemented through the standard contract amendment procedures.
 - 5. Match: Contractors will be reimbursed only to the level for which appropriate match has been secured.

- B. Implementation: All service funds shall be obligated by the Policy Board and contracts signed within 30 days of October 1 *of each contract year*. Contractors will be monitored by standard monthly and financial reports, annual assessment, and others method as developed by the AAA.

Reports are due at the AAA office *ten calendar days* following the end of the month in which the report relates. Late reports will cause administrative delay in the reimbursement process. AAA staff will conduct a minimum of one on site assessment of each contractor during each of the fiscal years within the multi year contract. Other visits may be made if the contractor requests technical assistance concerning service or other fiscal problems or if submitted reports indicate a problem as identified by the AAA. Low-risk contractors may have two desk audits during the contract period. Contractors may also be asked to participate in an evaluation presentation before the Quality Committee of the Policy Board and/or the Advisory Council.

Full implementation of reprogramming reviews may not be necessary for all contractors but will be discretionary on the part of the AAA as determined by previous communication with the contractor; the severity of the programmatic or budgetary variance; and the correlation with the assessment and reassessment process. The following reprogramming reviews will be in effect:

1. First Quarter: A contractor demonstrating a variance level of 20% in budget, match, units, program income, other resources, or units will be required to provide a written explanation for the variance and a plan for bringing performance into line with contractual levels within a specified time frame. The plan is due to the AAA in writing not more than *10 calendar days* from notification of variance.
 2. Second Quarter: A contractor demonstrating a variance level of 20% will be required to provide an explanation for the variance, and a plan for bringing performance into line with contractual levels within a specified time frame. AAA staff will review the explanation and plan, and a meeting will be immediately called with the contractor if the explanation and plan are unsatisfactory. If satisfactory, no contact will be made with the contractor. After meeting with the contractor, a decision will be made to either alter the proposed plan of correction, or amend the contract. The contractor will be notified of this decision within *ten calendar days* after said meeting has taken place.
 3. Third Quarter: A contractor demonstrating a variance level of 20% in budget, match, units, program income, other resources, or units will be required to provide an explanation for the variance, and a plan for bringing performance into line with contractual levels within a specified time frame, and to determine if reallocation of funds is necessary. All contract amendments are to be finalized by the *end of the 10th month of each* fiscal year within the three year contract. The quarterly report is a summary of contract performance based on the plan submitted during the application/negotiation process. Contractors are to respond to requests for explanations of any variance levels in writing no more than *ten calendar days* after the request is received. Responses may be made via email to the attention of the planning manager at dmassimino@region3b.org
 4. Fourth quarter: Fourth quarter monitoring will normally occur monthly with contractors providing AAA staff with totals spent and a spending plan for all remaining dollars each contract year.
- C. Reallocation: Funds available as a result of reprogramming reviews will be reallocated to existing or new service areas as included in the Multi Year Implementation Plan. Those agencies that have demonstrated a need for additional funds to increase present services and have performed well within their budget guidelines will be given preference. No additional

funds will be awarded to a contractor indicating a carryover balance. No carryover of funds is allowed.

- D. Amendment Procedures: The AAA Policy Board must approve all contract amendments, which either increase the Federal or state dollar award to the contract, or reduce the Federal or state dollar award by 20% or more. The contractor may appeal a decision to amend and/or terminate a contract by submitting its objection in writing to the AAA office (see Appeals Procedure).
1. Process timeline: Approximately one month must be allowed to complete the contract amendment process. All amendments must be completed by the end of the tenth month of the fiscal year. Contract amendments are implemented according to the following provisions set forth in the contract document:
 - Probation, suspension, or termination
 - Unavailability of funds
 - Substantive changes in program or budget
 - Program income, when sufficient to warrant substantive change
 2. Procedure: Necessary steps to secure amendments are as follows:
 - Discuss changes: AAA and contractor discuss necessary changes.
 - Information submitted: Service budget information and/or necessary project information revisions are submitted to the AAA showing planned amendments. A letter of request is adequate for this purpose and may be emailed.
 - Substantive amendments: Substantive amendments to the contract shall be reviewed and recommended for approval by the AAA Advisory Council. Any increases or decreases made to an agency shall be subject to approval by the Policy Board.
 - Amendment form: Contract amendment document is sent to the contractor for signatures.

VI. PROBATION, SUSPENSION, AND TERMINATION

- A. Probation: If a contractor fails to comply with the terms of the contract, the AAA may place operations on probation in whole or part. Probation will commence upon the AAA giving the contractor written notice of probation. The notice of probation shall contain the reasons for the probation, any corrective action required of the contractor, and the effective date. Notices of probation will be sent to the authorizing official of the organization, as well as the agency's Board Chair. During the probationary period, the contractor will receive reimbursement for allowable expenses incurred as part of the contract. If during the probationary period the contractor does not comply with the corrective actions, the AAA may suspend or terminate the contract.
- B. Suspension: If the contractor fails to comply with the terms of a contract, the AAA may suspend support for the contractor operations in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety days. The AAA shall notify the contractor in writing of the suspension and shall note the right of the contractor to appeal such decision according to the procedure in the AAA Appeals Procedures. Under extreme conditions (including, but not limited to, danger to older persons or improper use of funds), immediate notice of suspension may be given. Notices of suspension will be sent to the authorizing official of the organization, as well as the agency's Board Chair.

New obligations incurred by the contractor during the suspension period will not be allowed unless prior written authorization is granted by the AAA. After suspending contract operations, the AAA shall determine the amount of unearned funds the contractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether the AAA should require the balance to be returned.

The contractor shall cooperate with the AAA and assist in making these determinations. All suspensions are reported to the Michigan Aging and Adult Services Agency. Suspended contract operations may be reinstated when conditions warrant such action. Reinstatement shall be made in writing if it results in an actual increase or decrease of total funds awarded.

Following reinstatement, contract operations may resume immediately upon reinstatement, but the contractor shall not receive reimbursement for any costs incurred for those contract operations while suspended. The funds not used during the time of suspension may again become available for reimbursement at the discretion of the AAA. The contract will be re-issued to reflect pro-rated funding.

C. Termination:

1. Notice: The AAA shall have the right at any time after the effective date of this contract to terminate this agreement for cause by giving the contractor 30 days written notice and shall note the reason(s) for such termination. If notice is so given, the agreement will terminate upon the expiration of 30 days and the liability under the contract will cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination including any required reporting for up to 90 days following termination.
2. Cause of Termination: Under extreme conditions, the AAA may terminate the contract immediately (i.e., gross negligence, misappropriation of funds, noncompliance with contract boilerplate, health and safety of seniors). Reasons for termination include but are not limited to the following:
 - Use of funds: Ineffective or improper use of funds
 - Compliance: Noncompliance with provisions, covenants, or obligations of the contract
 - Reports: Continued submission of incorrect or incomplete reports or failure to submit timely reports as required under this contract
 - Improbable ability to fulfill contract: If for any reasons the carrying out of this contract is rendered improbable or non-feasible as determined by the AAA or AASA
 - Inadequate evaluation: Evaluation findings are inadequate for two evaluations
 - Suspension: Suspension for more than three consecutive months
 - Local requirements: Failure to meet the local requirements
 - Breach of assurance: Breach of any assurance under the contract boilerplate
 - Loss of funding: If a contractor cannot perform the contract with the reduced funding, the contract can be terminated. If the AAA loses funding, the contract will be terminated effective on the date the funding loss is determined in effect.
 - Risk of harm: Where provision of services has resulted in harm or potential harm of a senior or could result in harm due to inadequate procedures or quality of services focused on the safety and welfare of seniors.

VII. EQUIPMENT GUIDELINES FOR CONTRACTORS

- A. Purchase: All equipment purchased with Federal or state funds through contract with the AAA must have been previously approved in the budget detail section of an approved contract. **Equipment** is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5,000. Equipment must be essential and necessary to the performance of the contract.
1. Three Bids: Three bids should be on file at the contractor's office for all equipment purchased.
 2. Title: Title to equipment and supplies acquired under subcontract shall vest, upon acquisition, in the contractor with further obligation to the AAA and potentially the Michigan Aging And Adult Services Agency.
- B. Inventory: All equipment must be marked to show that it was purchased with Federal or state contract funds. An inventory list, including manufacturer's model or serial number, must be filled out by the contractor and sent to the AAA as soon as the equipment purchases are complete. This list will be reviewed during the assessment process.
- C. Equipment as match: Equipment and supplies directly related to the operation of a contracted service, but not purchased with contract or other Federal funds may be used as a source of in kind match for the project with AAA approval. The value on the item to be used should reflect the current retail value, or purchase price of the item, whichever is less. Documentation of this value should be on file at the contractor's office. No equipment or supplies originally purchased with Federal dollars or currently supported with Federal dollars may be used as match.
- D. Guidelines for Replacement: Equipment purchased through Federal or state funds contract may be replaced if needed. The replacement may take place either through trade in or through *the sale and application of the proceeds* to the acquisition cost of the replacement equipment. The replacement equipment is subject to the same guidelines as the original equipment.
- E. Transfer: For equipment valued at \$5,000.00 or more, the AAA may require transfer of the equipment (including title) to another agency. This right will be exercised if the project or program for which the equipment was purchased has transferred to another contractor.
- F. Equipment Use: The contractor shall use equipment that has not been transferred in the program for which it was acquired as long as needed.
1. Priorities for Usage: Equipment will be used, if needed, in other programs according to the following priorities:
 - AAA contractors: Programs currently or previously AAA sponsored
 - Federal programs: Programs currently or previously sponsored by Federal agencies
 - Non use - If the equipment is being used less than full time in the original program, the contractor may make it available for use in other projects sponsored by the Federal

government (with preferences to AAA contractors) if other use will not interfere with the work on the original program.

2. Availability to other programs: If the equipment can no longer be used by the contractor, the contractor may voluntarily make it available for use in other programs currently or previously sponsored by the government which the contractor is supporting through sub-grant with written permission from the AAA.

G. Disposition: If original or replacement equipment is no longer needed in programs currently or previously sponsored by the government, disposition will be made as follows:

1. Value: Equipment with an acquisition cost of less than \$5,000 and equipment of no further use or value may be retained, sold, or disposed of with no further obligation to the AAA. Documentation as to value must be obtained and submitted to the AAA.

NOTE: Supplies exceeding \$5,000 in total aggregate fair market value that were not used for the program for which they were acquired, or not needed for any program currently or previously sponsored by the government, may be retained or sold. For retained supplies, the AAA is credited by multiplying the AAA-funded share by the current market value. This credit may be reduced by 10% of the proceeds for selling and handling expenses. Contractors must inform the AAA of efforts with equipment or supplies disposition and post contract uses.

2. Proceeds: All other equipment may be retained or sold and the AAA or Michigan Aging and Adult Services Agency will have the right to an amount calculated by multiplying the current market value or the proceeds from the sale by the AAA-funded share of the equipment. This share is the same percentage as the AAA cost share of the original subcontract excluding in kind contributions. If a portion of the acquisition cost was used as match, the AAA's share of the original subcontract is determined as explained above and multiplied by the percentage of the equipment cost which was borne as direct cost under the subcontract.
3. Funds Retained: If the equipment is sold, \$100 or 10% of the total sales proceeds, whichever is greater, may be deducted and retained from the amount due for selling and handling expenses.

VIII. APPEALS PROCEDURE AND POLICIES

A. Appeals Procedure: Any agency whose application or proposal to provide services has been denied by the AAA Policy Board, or whose contract has been placed on probation, suspension, or terminated (except termination for just cause) shall be notified in writing within ten (10) calendar days of such action. Notification shall include a statement of the availability for review of the criteria used in rendering the decision as well as the right to appeal either in person or by a designated representative. The following process related to appeals:

1. Preliminary Informal Inquiry: An agency denied funding or an agency whose contract has been placed on probation, suspension, terminated, or not renewed, may contact the AAA to request an informal inquiry, at which time AAA staff shall meet with the applicant or contractor to discuss the reasons for the decision. Information and/or criteria on which

AAA action was based will be made available at this time for review by the affected parties.

2. Appeal to the AAA Advisory Council and Policy Board: Within five (5) calendar days of the receipt of formal notification of AAA action, the applicant or contractor shall notify the AAA in writing of its desire to pursue an appeal to the Advisory Council and Policy Board. The specific reasons for the appeal request must be submitted in writing to the attention of the Policy Board Chair.

Within five calendar days of the receipt of the written request from the applicant, the AAA shall designate a time and place for an appeal hearing. The hearing, which may be postponed only for good cause, will take place within 21 calendar days from AAA receipt of the letter. A copy of the request to appeal will be submitted by the AAA to the Director of AASA within seven calendar days of receipt.

A record of the hearing, including relevant facts, shall be maintained. The hearing shall be chaired by the Chairperson of the Public Board or his/her designee. The Advisory Council and Policy Board of the AAA shall decide the policy for conducting the hearing, including, but not limited to:

- Participants and attendants
- Types of testimony acceptable
- Permission of recording devices
- Designation of hearings panel (including Advisory Council and Policy Board representation)

The Policy Board appointed hearings panel shall reach final determination by majority vote, and shall render the determination based solely on evidence presented at the hearing in writing to the appellant verbally at the point of the decision. Written documentation of the decision will be sent by certified mail within five (5) calendar days of the meeting. Such notice shall inform the appellant that unresolved issues should be appealed to AASA.

When the appeal results in a change in providers, the appeal proceedings shall be completed no later than 30 calendar days before the beginning of the fiscal year. If the change cannot occur within 30 days, the contract of the existing provider shall be extended until the appeal process through the AASA appeal is complete or 105 days, whichever is less.

Within five (5) calendar days of receipt of the hearing panel's determination, appellant shall notify the AAA in writing of its desire to accept the decision or to appeal to AASA.

3. Appeal to AASA/Request for Binding Arbitration: Within five (5) calendar days of the receipt of the hearing panel's decision, the appellant may submit a request to the Director of the Michigan AASA for the Michigan State Commission on Services to the Aging to hear the appeal, or the appellant may request binding arbitration. Arbitration may only occur where the dispute centers on the relative merits of the application.
 - a. AASA Appeal: AASA shall review and act on the request in accordance with its established procedures for receiving and processing appeal requests (see AASA Appeal Procedure).

b. **Binding Arbitration:** A request for binding arbitration shall be conducted 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 (see AASA Appeal Procedure). The arbitration process must be completed within 90 days of filing of the request. If the process takes longer than 90 days the AAA may operate under the new contract award until the decision is rendered

4. **Administrative Complaints:** Within seven calendar days of the receipt of notification of AAA action, contractors may request an appeal to the Policy Board regarding administrative actions which require a contractor 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 OAA. A copy of the request shall be submitted by the AAA to the Director of AASA within seven (7) calendar days of receipt. The Board will provide a written determination within 30 calendar days of the filing of the appeal and will give notice that the decision may be appealed to AASA within ten calendar days of the determination.

5. **Adherence to Sequence of Steps in Appeals Process:** In order to receive full rights and consideration under the appeals procedures, appellants are required to follow the full progression of appeal steps outlined herein. Noncompliance with any particular step shall result in loss of standing in subsequent steps.

B. **AASA/Michigan Commission on Services to the Aging Appeals Policy:** *The following policy has been developed and adopted by the Michigan Commission on Services to the Aging (hereinafter referred to as the Commission) pursuant to R400.20309(1)(a)(b) of the Administrative Rules of the Aging and Adult Services Agency (AASA). It is intended to serve as a procedural guide to an agency or organization that has exhausted the appeals procedures of AASA grantees as provided for in R400.20107(1)(a) and (b).* A copy of the complete policy in its original format is available by contacting the AAA. The format is adjusted to adhere to the layout of the application packet; however, no content/wording changes have been made.

1. **Types of Appeals:** The appeals policy recognizes three types of appeal:

- a. Questions regarding the appropriateness, consistency, and fairness of the award process utilized by an AASA grantee.
- b. Issues with regard to the merits of one application over another.
- c. An administrative action by a grantee of AASA that imposes or limits requirements on the contractor or service provider. The definition of administrative action includes, but is not limited to, any action which requires an agency to perform, produce, or take an action in addition to, or beyond, the provisions of the executed contract, applicable statewide operating standard, the Rules for State and Local Program on Aging, the Older Michiganians Act, or the Older Americans Act.

2. **Methods of Appeals:** An agency whose 1) application or proposal to provide services has been denied by a grantee of the AASA, or 2) contract has been placed on probation, suspended, or terminated (except for just cause) may appeal the decision, provided that all remedies under the grantees appeal procedures have been exhausted, if there is a question regarding the appropriateness, consistency, and fairness of the process utilized by the AASA grantee. The appeal may be either to binding arbitration or to the Commission.

- a. Issues with regard to the merits of one application over another may only be appealed to arbitration.
 - b. An administration action by a grantee of AASA that imposes or limits requirements on the contractor or service provider may be appealed only to the Commission, provided that all remedies under the grantees appeal procedure have been exhausted.
3. Appeals to Arbitration: The AASA requested and received an opinion from the Department of the Attorney General (February 10, 1988) which clarifies the requirements of the Rules for State and Local Programs on Aging (R400.20107) pertaining to arbitration of certain disputes between grantee and contractors or potential contractors.
- a. A local appellant may select binding arbitration instead of pursuing an appeal to the AASA or the Commission in response to those appealable actions of a grantee as defined within the Rules. If arbitration is chosen by the appellant, they will relinquish any future right to appeal the same matter to AASA or the commission.
 - b. An agency having the right and desire to seek arbitration shall submit written notice to the Chairperson of the respective AASA grantee indicating the intent to select arbitration to settle the dispute within ten calendar days of receiving the written notice of an appeal before that grantee. A copy of this notice must be sent by the AASA grantee to the Director of AASA within seven calendar days of receipt.
 - c. The appellant shall identify and contact an arbitration organization (such as the American Arbitration Association or a similarly recognized professional arbitration organization) in order to initiate the arbitration process. The arbitration process shall be governed by the arbiter and/or the arbitration organization. The arbiter shall determine the distribution of costs between parties involved in the appeal.
 - d. The parties involved shall be conclusively bound by the arbitration decision. Under Michigan law, an arbiter's factual or legal conclusions will not be distributed by the courts absent a showing of fraud or lack of good faith on the part of the arbiter.
4. Appeals to the Michigan Commission on Services to the Aging (CSA): The act of requesting an appeal does not prevent the grantee from implementing the decision being appealed, except in the case where a grantee's decision results in a change in service providers. (See AASA Transmittal Letter #165, July 1, 1988.)
- a. Any agency having the right to appeal shall submit a written request to appeal to the Director of AASA, within ten calendar days of receiving the written notice of adverse action by an AASA grantee. All appeal applications must certify that the appealing body has endorsement of the governing body of the officially recognized entity. The request must include a statement of the basis of the appeal in sufficient detail to permit analysis by AASA (an optional format is attached for reference). Failure to submit sufficient and relevant information or data should result in a decision to deny the request for appeal. The Director of AASA, after a review of the appeal application, may recommend to the Commission that the request be denied under any of the following circumstances:
 - The request was not submitted within the time allowed

- The request is withdrawn by the appellant through written notice
 - The AASA has determined that it lacks jurisdiction over the issue
 - The appellant does not have the right to appeal
 - The failure of the appellant to submit sufficient and relevant information on the basis of the appeal. Written notice shall be given to the appellant, the Director of AASA, stating the reasons for denial of the request within 14 calendar days of the Commission action.
- b. Upon receiving and accepting the recommendation of the AASA Director to grant an appeal hearing, the chairperson of the Commission shall appoint a panel to hear the appeal. Panel members shall be selected from one, or a combination of the following categories:
- Commission members who are disinterested parties
 - State Advisory Council members who are disinterested parties as defined in the OAA, P.A. 180, Section 4(2). The panel shall consist of no less than three and no more than five members. The chairperson of the Commission, or his/her designee, shall preside at the appeal hearing. The Director of AASA shall assign AASA staff as necessary to support the hearing panel.
- c. A hearing shall be scheduled no later than 45 calendar days after the appeal request is received by the AASA. A notice of hearing shall be mailed to the parties no less than 14 calendar days before the hearing date. The notice shall include:
- The date, time, and place of hearing
 - A statement of the issue(s) being heard
 - The request for submission of any additional relevant information to be considered prior to the hearing including the date by which it must be received, and a statement that failure to submit sufficient and relevant information can result in an adverse decision
 - The rules of conduct for the hearing
 - The rights of the parties
- d. The Commission may dismiss an appeal under any of the following circumstances:
- The request is withdrawn by the appellant through written notice before a final decision is issued
 - The appellant fails to appear or be represented at the scheduled hearing without a request for delay or postponement. Written notice shall be given by the Director to the appellant stating the reason(s) for dismissal.
- e. During the appeals process both parties shall be given an equal opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross examination of witnesses. All written materials presented prior to and at the hearing will be shared with both parties. All correspondence and materials submitted will become part of the official record of the hearing.
- f. Upon completion of the hearing, the hearings panel will develop a written proposal for decision to be presented to the Commission at its next regularly scheduled meeting. The

hearing panel may recommend remedial action(s) as required. A decision will be made rendered within 60 calendar days of the completion of the hearing.

- g. Written notice of the decision will be provided to all parties by the Director of AASA within ten calendar days of the Commission action regarding the decision.
- h. Decisions made by the Commissions in accordance with this policy shall be the final agency decision.
- i. If the requested relief is not granted by action of the Commission the appellant may elect to file suit in the Circuit Court, County of Ingham.

C. STATEMENT OF APPEAL TO AGING AND ADULT SERVICES AGENCY/MICHIGAN COMMISSION ON SERVICES TO THE AGING

1. Date Statement Prepared: _____ Date Received at AASA: _____

2. Appellant Organization:

Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

3. Date of Endorsement by Appellant's Governing Body: _____

4. Certification of Endorsement: *I, as an authorized official, confirm that the*

Governing body of _____, (Name of Appellant Organization at a duly convened) meeting, endorsed by majority vote this appeal to the Aging and Adult Services Agency/Michigan Commission on Services to the Aging.

Typed Name and Title: _____

Signature: _____

Date Signed: _____

5. Name of Area Agency and Statement of Decision being appealed:

Area Agency: _____

Statement of Decision: _____

6. Description of why Area Agency decision is believed to be in error: (Please cite pertinent operation standards, regulations, policies, statues, etc.)

7. Statement of desired outcome: _____

8. Itemization of materials/documentation submitted:

- a.
- b.
- c.
- d.
- e.

D. APPEAL HEARING PROCEEDINGS PROCEDURE

The purpose of this procedure to provide due process in actions of appeal pursuant to the requirements and Rules for State and Local Programs on Aging and the Administrative Procedures Act of 1969.

The hearing will be called to order by the chairperson. There are no oaths as truthfulness is presumed. The proceedings will be tape recorded with support notes taken by AASA staff assigned to the hearing. All persons representing or testifying on behalf of the appellant or defendant will be asked to state their name and affiliation and sign an attendance roster.

The procedure for conduct of hearings is as follows. Please note: The appeal panel will place greater emphasis upon written arguments contained in the statement of appeal than upon the oral arguments offered at the hearing.

1. The appellant will be allowed 45 minutes to make a statement or presentation and call witnesses. Additional written materials may also be presented to the panel at this time, with a copy to the defendant. Cross examination of each witness is limited to ten minutes and will take place after the appellant has concluded the presentation. Redirect, if any, is limited to five minutes.
2. The defendant will be allowed 45 minutes to make a statement or presentation and call witnesses. Additional written materials may also be presented to the panel at this time, with a copy to the appellant. Cross examination of each witness is limited to ten minutes and will take place after the appellant has concluded the presentation. Redirect, if any, is limited to five minutes.
3. Both parties, first the appellant and then the defendant, will be allowed a ten minute summation (rebuttal) period after all testimony and/or evidence has been presented. No new information and/or evidence may be brought forward during summation.
4. Appeal panel members may ask questions to gain clarification or understanding of testimony and/or materials submitted at any time prior to and at the hearing and testimony given at the hearing.
5. The chairperson will adjourn the hearing following the defendant's summation.
6. Written summation may also be submitted by either party within five calendar days of the conclusion of the hearing. A copy of such material must be provided for the other party at the same time.
7. Members of the hearing panel will confer within 14 calendar days of the adjournment of the hearing in order to prepare the proposal for decision to be presented to the full Commission. Both parties to the appeal will be provided a copy of the proposal. Both parties may submit written exceptions to the proposal for decision which will also be presented to the Commission prior to the final decision on the appeal.

PART 2 – APPLICATION INSTRUCTIONS

I. **COVER SHEET INSTRUCTIONS:** Provide all identifying information as requested.

Service: Identify the services for which you are applying. Only those services for which the AAA has indicated funds will be allocated may be applied for as part of this funding. If more space is needed use additional cover pages.

Grant Funds Requested: Input amount of AAA Grant Funds that are being requested.

Required match: Indicate the amount of cash and in-kind match that will be put towards the project. A 10% match is required. To calculate match, use the following example as a guide:

Example: ANNUAL CONTRACT = \$10,000 request with a 10% match
a. \$10,000 divided by .90 = \$11,111 (sum of awards and match)
b. \$11,111 times .10 = \$1,111 (10% match amount)

Program Income: Provide the anticipated amount of program income planned.

Other resources: Indicate funds from other sources that will support the program. Do not repeat amounts that were included in the required match section. Senior millage funding may be an example of match, but could also be included in other resources.

TOTAL PROGRAM BUDGET: Total the columns above to show total program amount. This will generally match the program budget included in your application with the exception of in-kind will not be shown on your program budget.

Line Item Contract: Most AAA contracts are unit rate contracts. If line-item reimbursement is requested, check the box and DO NOT complete the Unit Rate line.

Unit Rate: Enter the unit rate as identified on the budget forms.

Actual unit rate: If the unit rate being charged to the AAA is supplemented or subsidized by other funding sources, please indicate the actual unit rate for providing the services.

Client cost: If consumers are expected to cost share, indicate the amount of cost share that is required. The unit rate plus client cost share should not be higher than the actual unit rate.

Unduplicated clients: Number of unduplicated individuals to be served.

Planned units: Indicate the total number of units that are planned using AAA grant funding.

Minority: Anticipated number of minority individuals to be served.

Low Income: Anticipated number of low-income individuals to be served. Please use 100% of poverty as the threshold for poverty for this form. Monthly report forms as for a break down by various levels of poverty.

II. NARRATIVE FORMAT AND INSTRUCTIONS

A. Application Format/Content:

1. The application should be in the following order:
 - a. Cover Page
 - b. Narrative
 - c. Budget Narrative and Program Budget Form
 - d. Signed Agreement
 - e. Assurances and other attachments
2. The formatting requirements for the applications are as follows:
 - a. Only one (1) signed ORIGINAL of the application is required.
 - b. Applications should be unstapled but clipped and all pages numbered (including the cover page). Please indicate the number of total pages (i.e. Page X of X) to help verify that all pages are included.
 - c. The narrative should be doubled spaced in Times New Roman or Arial font and at least 12-point font.
 - d. A double-sided original is preferred and there is no page limit; however, keep answers brief and concise.

B. Narrative Instructions: Applicants should review the Operating Standards for Service Programs prior to completing the narrative. The Operating Standards provide the instructions and requirements for grant-funded organizations.

1. Agency overview: Include the following in your agency overview. Bullets or numbering is encouraged to help the review committees more easily score your application.
 - a. History of organization including its mission, vision and values
 - b. Organizational structure including a list of board members and their affiliations
 - c. The experience your agency has in administering programs for older adults. Include your agency's experience serving populations under age 60, especially individuals with disabilities, at-risk or vulnerable populations
 - d. A description of programs and services available within Barry or Calhoun counties
 - e. A brief overview of the primary sources of funding
 - f. Unique or innovate aspects of your organization that will contribute to your success in providing quality services for seniors
2. Objectives/program plan: After reviewing the service specific Operating Standards for Service Programs, describe in detail your agency's plan to implement its program plan. Clearly state how your program plan for each service proposed aligns with at least one of the AASA State Plan goals. This may be listed in a table format or included in the narrative. Be sure to mark in the narrative the alignment statement using **bold** or *italics*. Most services will align with Goal I-III of the State Plan Goals, as outlined below.

- **State Plan Goals**

- *Goal I. Recognize and celebrate the cultural, economic, and social contributions of older adults and create opportunities for engagement in their communities*

- *Goal II. Use person-centered planning to ensure older adults have independence and self-direction through the array of long-term supports and services provided in the setting of their choice*
- *Goal III. Provide a variety of opportunities for older adults to enhance their physical and mental well-being, using evidence-based practices and other innovative programs*
- *Goal IV. Provide advocacy, information, training and services to support the rights of older adults to live free from abuse, neglect, and exploitation*
- *Goal V. Develop and enhance public and private partnerships to better serve Michigan's older adults*
- *Goal VI. Employ continuous quality improvement and innovation to accommodate the changing needs of older adults in Michigan*

3. Targeting and quality: Applicants should review the Operating Standards for Service Programs prior to completing this part of the narrative. The Operating Standards provide the instructions and requirements for grant-funded organizations that will need to be followed.

- a. How will you prioritize/target services to older adults in the greatest social and economic need with substantial emphasis given to low income and minority individuals? What process is used to verify eligibility for AAA-funded services?
- b. How will you promote/market/advertise the service(s) that you are proposing to the public and target audience? Explain specific marketing techniques and resources. How is the AAA identified as a funding source in materials?
- e. Discuss how your agency assures the quality of the service(s) provided. Do you use a recognized quality improvement process? Is cost containment part of the analysis? Is quality assurance incorporated into all aspects of your organization – describe this? If you use sub-contractors in the provision of services, how are these providers monitored for adherence with AASA standards.
- d. Explain the criteria your agency uses in determining service priority for when demand exceeds resources. How are waiting lists established (if appropriate)? Include a copy of your organizations policy on service priority and waiting lists. (See Operating Standards for Service Programs, II. D. 2. for requirements.)
- e. Describe how your agency approaches cost sharing and suggested donations. Describe how program participants are encouraged and offered a confidential and voluntary opportunity to contribute toward the costs of providing the services receive. Would you deny services for failing to make a donation? Please note means testing is not an allowable form of cost sharing.
- f. What are the procedures to bring to the attention of appropriate officials for follow-up, conditions or circumstances that place the older persons or household of the older person in imminent danger? Briefly describe your written emergency protocols for both responding to a disaster or and undertaking appropriate activities to assist victims to recover from a disaster. Include a statement about the level of your involvement with local emergency preparedness initiatives within your community.

- g. How does your organization utilize volunteers? Include a brief description of your process for recruitment, training and supervising volunteers that is consistent with the procedure utilized for paid staff.
- h. Describe the complaint resolution and appeals process used to address complaints from individuals receiving services and to provide protection from retaliation against a complainant.

4. Partnerships and collaboration

- a. Describe the partnerships and collaborations in which your agency is involved. Describe the working relationships you have with other community agencies for referrals and resource coordination on behalf of participants.
- b. Describe the process your organization uses to facilitate streamlined access to community partners, as well as your process for making referrals to the AAA and other agencies on behalf of your participants/clients or other seniors in the community (i.e. soft transfers, shared information agreements, referral forms, etc.). If you currently do not make referrals, include a plan for improving your capacity in this area.
- c. Provide a brief list of the local committees, workgroups or other initiatives in which your organization participates (i.e. multi-purpose collaborating body) including your level of involvement. Include how you currently advocate or plan to advocate for seniors and their needs through your involvement in these groups.

- C. Budget Narrative: Include a budget narrative that includes what type of reimbursement you are requesting (unit rate or line-item). If you are requesting line-item reimbursement, provide a justification as to why unit rate cannot be used for this service category. Also include how you plan to achieve the required match (10%) for each program. The narrative should also discuss any deficits the agency is experiencing and how you will insure that AAA funded programs will not be placed at risk and what internal controls exist to insure funds are used properly and only for the purposes set forth in the grant.

Briefly describe your cash management systems and internal controls. Indicate if you are subject to a single audit and if not, how annual financial statements are prepared. Also describe how your board is involved in reviewing financials and supporting proper fiscal oversight. If your agency completes an annual report, include it as an attachment with your application.

- D. Required Attachments: The following assurances and attachments should also be included as part of the application:

1. Organizational Chart including names of program staff related to AAA funding
2. Governing Board Membership
3. Wait list policy
4. Suggested Donation Schedule(s)/Cost sharing policy
5. Assurances (Part II, III, IV, and Assurance of Compliance)
6. Most recent Year to Date Profit and Loss statement

III. BUDGET INSTRUCTIONS: Federal, state, program income, and matching funds which are to be included in the project must be presented by service category and unit cost. The amount

allocated to a specific service will be contractually binding for monitoring and reporting purposes. Subcontractors cannot reallocate monies between services without prior approval by the AAA. Activities must be reported on a monthly basis.

- A. Eligible Costs: The following are general items for which AAA funds may be spent: Personnel, including fringe benefits and travel; Communications including telephone and postage, Supplies; Occupancy including utilities; Conferences and Training. Items that may also be covered include: Equipment, fees for service contracts and insurance.
- B. Ineligible costs generally include: Bad debts, capital expenditures, construction, entertainment, interest, severance pay, penalties and other financial costs deemed ineligible by the AAA in accordance with state and Federal guidelines. A prescribed cost allocation plan for dividing shared cost operating expenses (indirect and administrative costs) between fund accounts within the provider organization must be in use and available for AAA review and monitoring.
- C. Budget Forms: The Proposed Program Budget must be completed for all service categories. Be sure to indicate if you are requesting a line-item reimbursement contract.

The numbering in the next section corresponds to the identification of lines on the budget and may not follow the outline in the table of contents.

1. PROPOSED BUDGET INSTRUCTIONS

Following are definitions and step-by-step instructions for completing the Proposed Program budget. **Budget worksheets formatted in Microsoft Excel format are recommended as the totals calculate automatically. Do not create an alternative form. Contact the AAA if technical questions arise.**

PROPOSED PROGRAM BUDGET

Organization: Indicate the legal name and any DBA for your organization. The program period is October 1, 2016 through September 30, 2019.

Headers (3 columns): Indicate the Program/Service for which you are applying. If you are applying for more than three services, add additional pages as needed.

Revenue Category: Indicate the sources of funding that will be used to support the program for which you are applying. Do not include in-kind match as a revenue or expense on this budget page. Program income specific to the program should be on the program plan. For revenue sources not listed, use the Other category and specify the source of the revenue.

Expense Category:

1. **Salaries:** This section is to include the portion of compensation paid to all permanent and part-time employees who are funded in whole or part with AAA funding, program income, or local match. This does not include professional fees, contractual services or personnel hired under a personal contract.
2. **Fringe Benefits/Employee taxes:** Include the employer's contributions for insurance, retirement, employment, worker's compensation, FICA, and other similar benefits for all permanent and part-time employees paid for through grant funding. Check the items included in fringe benefits. Identify the percentage to be used. Modify the formula to reflect percentage or calculate and list the dollar amount.
3. **Communications:** This is to include costs of telephone, cell phones, fax machines, etc. Also include the cost of postage and shipping.
4. **Conference/meetings:** This section is for mileage reimbursement costs for the travel of paid employees and volunteers and for conference travel (not mileage in the performance of their work duties). Also include costs related to meetings conducted by your agency – such as food, rental space, and speaker costs for staff training. Also include the cost for employee training in this category such as conference registrations.
5. **Depreciation/Amortization:** Include costs related to this category only for equipment utilized in the delivery of the program/services.
6. **Equipment:** The purchase of equipment costing more than \$5,000. Please note that equipment is not an allowable expense for AAA funding. Remember equipment is defined as an item with a useful life of more than one year and an acquisition cost of more than \$5,000. Items under the \$5,000 threshold are considered supplies.
7. **Insurance:** Premiums for insurance related to the agency, staff or programs of the agency such as liability, property loss and other required coverages. This may also include automobile insurance for vehicles used in delivery of services or owned by the agency.

8. Mileage: Mileage for employees, volunteers or contractors in the performance of their duties for the organization. The maximum rate for mileage should not exceed the Federal approved rate.
9. Occupancy: May include office space, rent, mortgage or utilities. For rent and utilities, include only the portion of the cost attributed to the program or allocated to the program.
10. Office Supplies - This section is to be used for all items costing less than one thousand dollars (\$1,000). This includes office, janitorial, educational supplies, program supplies, etc.
11. Printing, marketing, copying: Costs for outside printing, copying, and other marketing and outreach (i.e. newspaper ads, etc.)
12. Professional fees/contractual services: May include contract personnel, contracts for service delivery, audit costs not allocated across programs, consulting fees, etc.
13. Program supplies: Please specify the program supplies being charged. This should not be office supplies but supplies purchased specifically for delivery of a program or service.
14. Raw Food – Include the anticipated cost of raw food.
15. Rental/maintenance of equipment: Costs associated with the upkeep and maintenance of equipment including repair and maintenance for vehicles. May also include rental of equipment or leases for office machines, postage meters, etc.
16. Indirect/allocated costs: Indirect costs and allocated expenses that are spread over all programs. Indirect costs may only be included if there is an approved indirect cost rate proposal. If there is an approved Federal indirect cost rate agreement in effect, then the rate must be calculated at that amount. A copy of the indirect cost rate agreement must be included with the proposal. If there is not an approved indirect cost rate proposal, provide a brief description of how costs for administrative costs are allocated and applied (i.e. percentage of salaries, square footage, etc.)
17. Other (a and b) – Enter any other costs not included in the above categories. You may combine categories.

PART 3 – FORMS

Funding Application Cover Sheet - Fiscal Years 2017-2019

Agency Name: _____

CEO: _____ Title: _____

Email: _____ Phone: _____

Program Contact: _____ E-mail: _____

Board Chair: _____ Website: _____

Area(s) Served: _____ Federal Tax ID#: _____

Estimated Service by County: Barry ____% Calhoun ____% Minority Owned/Operated? ____Yes ____No

Are one-half (50%) of the organizations' board members minority individuals? ____Yes ____No

Legal Status: ____Private ____For Profit ____Private, non-profit Other _____

Certifications/Registrations (if applicable): ____Medicare Certified ____JCAHO Approved
 ____ CARF or other accreditation: _____

PROGRAM PLAN

SERVICE(s): List a budget for each service for which funds are requested. Should match budget page. (Use additional pages if necessary)	Service:	Service:	Service:
GRANT FUNDS REQUESTED	\$	\$	\$
REQUIRED 10% MATCH (see instructions)			
1. Cash	\$	\$	\$
2. In-Kind	\$	\$	\$
Program Income	\$	\$	\$
Other resources	\$	\$	\$
TOTAL PROGRAM BUDGET	\$	\$	\$
Line-Item Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit Rate (do not complete if line item)	\$	\$	\$
Actual unit rate (if more than unit rate)	\$	\$	\$
Client Cost Share (if applicable)	\$	\$	\$
Unduplicated Clients			
Planned units			
Minority			
Low-income (100% of poverty)			

AGENCY AGREEMENT

The applicant agency _____ submits this application for a contract award in accordance with the requirements as outlined in application packet and the Operating Standards for Service Programs and Operating Standards for All Services Program or Nutrition Service Programs. The applicant agency understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by the Region 3B Area Agency on Aging (AAA).

The applicant agency agrees:

1. That the project will be carried out in accordance with the policies and procedures established by the AAA, and the terms and conditions of this application as approved by the AAA in making an award of funds including the Operating Standards of the Michigan Aging and Adult Services Agency.
2. That where subcontractors are proposed for the operation of one or more components of the proposal, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the AAA for the project. The applicant agency will be held accountable by the AAA for all project expenditures; and will ensure that all expenditures incurred by the sub-contracting agency(ies) will be in accordance with the cost policies and procedures established by the AAA, in keeping with the Federal granting agency. Copies of the proposed subcontracts are submitted with the application.
3. To cooperate with the AAA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. To actively seek qualified older persons for paid and volunteer positions on the project.
5. To cooperate and assist in efforts undertaken by the AAA, the Aging and Adult Services Agency, the Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
6. To conscientiously seek out community resources to be utilized by the aging network and to make such resources known to the AAA including supporting referrals to the AAA.
7. To keep records, make reports, and provide information as may be required by the AAA.
8. To maintain documents and accounts as well as service records to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the AAA, and the nature and amount of all charges claimed against such funds.
9. That funding provided under the terms of this contract is for providing services to elder individuals as defined in this application only and that no sectarian religious activities will be promoted in whole or in part through use of these funds.
10. To accept the responsibility to raise and submit payment of cash match as required by the AAA.

SIGNATURE PAGE

Signature(s) of person(s) authorized on behalf of the applicant agency to commit the agency to the assurances outlined herein:

Region 3B Area Agency on Aging:

Signature of Authorized Official/AAA

Date

Karla Ann Fales

Printed/Typed Name of Official

Chief Executive Officer

Title

Contractor:

Signature of Authorized Official/Contractor

Date

Printed/Typed Name of Official

Title

Signature of Board Chair

Date

Printed/Typed Name of Board Chair

Title

Program/Project Manager (for each program area):

Signature of Program Manager

Date

Printed/Typed Name of Program Manager

Title

Signature of Program Manager

Date

Printed/Typed Name of Program Manager

Title

Signature of Program Manager

Date

Printed/Typed Name of Program Manager

Title

ASSURANCE FOR COMPLIANCE

WITH OPERATING STANDARDS FOR SERVICE PROGRAMS

Any service funded by the REGION 3B AREA AGENCY ON AGING (AAA) must be in compliance with the Michigan Aging and Adult Services Agency, AAA service definitions, unit definitions, and Operating Standards for Service Program for operation except for specific standards for which compliance has been waived by the AAA according to prescribed policy waiver procedures.

I hereby enter this assurance of compliance.

_____, (herein called the Contractor),
HEREBY ASSURES that the persons involved in implementing the proposal contract have read the Operating Standards for Service Programs (standards for each service) on each of the services for which funds are being requested.

FURTHERMORE, the Contractor assures that it is completely in compliance with all standards for the following services: (List all services for which funding is requested.)

_____	_____
_____	_____
_____	_____
_____	_____

This assurance is given in consideration of and for the purpose of obtaining Federal or state funds, contracts, or other financial assistance from the AAA. The Contractor recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the AAA shall have the right to seek enforcement of this assurance. *This assurance is binding on the Contractor, its successors, transferees, and assignees.*

Contractor:

Signature of Authorized Official/Contractor

Date

Printed/Typed Name of Official

Title

Signature of Manager (if different than authorized official)

Date

Printed/Typed Name of Project Coordinator

Date

MICHIGAN AGING AND ADULT SERVICES AGENCY
Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973

The undersigned recipient of funds from the Michigan Commission and Aging and Adult Services Agency (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), all requirements imposed by the applicable HHS regulations (45. C.F.R. Part 84), and all guidelines and interpretations issues pursuant thereto.

Pursuant to 84.5(a) of the regulation (45 C.F.R. 84.5(a)) the recipient gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other financial assistance extended by the Michigan Aging and Adult Services Agency after the date of this assurance, including payments or other assistance made after such date on applicants for financial assistance that were approved before such date. The recipient recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Aging and Adult Services Agency will have the right to enforce this assurance through lawful means. This assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient.

This assurance obligates the recipient for the period during which Federal financial assistance is extended to it by the Michigan Aging and Adult Services Agency or, where the assistance is in the form of personal property for the period provided for in 84.5(b) of the regulation (45 C.F.R. 84.5(b)).

**Assurance of Compliance with the Department of Health,
Education, & Welfare Regulation Under Title VI of the Civil Rights Act of 1964,
Michigan Handicappers Civil Rights Act of 1976, Elliott-Larsen Civil Rights Act of 1976**

The subcontractor named below HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Michigan Handicappers' Civil Rights Act of 1976 (P.A. 220), and The Elliot-Larsen Civil Rights Act of 1976 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. 80) issued pursuant to that Title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subcontractor receives Federal or State financial assistance from the Region 3B Area Agency on Aging, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Contractor:

Signature of Authorized Official/Contractor

Date

Printed/Typed Name of Official

Title

Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and The Age Discrimination Act of 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R.), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for with the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United Sates shall, solely by reason of his handicap, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for with the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from be excluded from participation in, or be otherwise subjected to discrimination under any program or activity for with the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for with the Applicant receives Federal financial assistance from the Department.
5. Federal Regulation 45 CFR Part 76 requires providers have not, within a three year period preceding this Agreement, been convicted or had a civil judgment rendered against them for the commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, receiving stolen property or had one or more public transactions (federal state or local) terminated for cause or default. Also not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the previously mentioned offenses.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

Contractor:

Signature of Authorized Official/Contractor

Date

Printed/Typed Name of Official

Title

Contractor contact information:

Address (Street/city/zip): _____

Project Contact: _____
(If different than authorized official)

Email: _____

**REGION 3B AREA AGENCY ON AGING
PROPOSED PROGRAM BUDGET**

Organization: _____

October 1, 2016 - September 30, 2019

	Program/Service:	Program/Service:	Program/Service:
REVENUE			
Region 3B Area Agency on Aging (Proposed)			
Senior Millage			
Contributions/donations (not program income)			
Federal/State Government Grants			
Foundations and United Way			
Interest			
Planned giving and Fundraising/Events			
Memberships			
Program Income			
Other (please specify):			
Other (please specify):			
TOTAL REVENUE	\$ -	\$ -	\$ -
EXPENSES			
1. Salaries			
2. Fringe benefits and employee taxes			
3. Communications (cell phone, telephone, fax)			
4. Conference/Meetings including travel, food, rent, etc.			
5. Depreciation/Amortization			
6. Equipment Purchase			
7. Insurance			
8. Mileage			
9. Occupancy costs (rent, utilities, etc.)			
10. Office Supplies			
11. Printing, marketing, copying			
12. Professional Fees/Contractual Services			
13. Program supplies (specify): _____			
14. Raw food			
15. Rental/Maintenance Equipment			
16. Indirect/allocated costs: Specify method (i.e. cost rate proposal, salaries, percentage, etc.): _____			
17a. Other (specify):			
17b. Other (specify):			
TOTAL EXPENSES	\$ -	\$ -	\$ -
Deficit/Surplus	\$ -	\$ -	\$ -

CHECKLIST OF REQUIRED DOCUMENTS:

- _____ Funding Application Cover Sheet
- _____ Agency Agreement
- _____ Assurance for Compliance with Operating Standards for Service Programs
- _____ Assurance with Compliance with Section 504 of Rehabilitation Act of 1973, Education and Welfare Regulation under Title VI of the Civil Rights act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larson Civil Rights Act of 1976
- _____ Proposed Program Budget
- _____ Most recent Year to Date Profit and Loss Statement
- _____ Most recent audit
- _____ Organizational Chart
- _____ Governing Board Membership
- _____ Wait List policy
- _____ Suggested Donation Schedule/Cost sharing policy
- _____ Narrative
 - _____ History of Organization
 - _____ Mission, Vision and Values
 - _____ Experience in administering programs for older adults, especially individuals with disabilities, at-risk or vulnerable populations
 - _____ Description of programs and services available within Barry or Calhoun Counties
 - _____ Brief overview of primary sources of funding
 - _____ Unique or innovative aspects of your organization contributing to the success in providing quality services for seniors
 - _____ Objectives/program plan and how it aligns with one or more State Plan Goals – mark **IN BOLD** or *italics* the State Plan Goal(s) referenced
 - _____ How agency prioritizes/targets services to older adults with the most social and economic need
 - _____ Process used to verify eligibility for AAA funded services
 - _____ How agency promotes/markets/advertises services to the public and target audience
 - _____ How AAA is identified as a funding source in materials
 - _____ How agency assures quality in service(s) provided
 - _____ Staffing and supervision
 - _____ Criteria for determining service priority when demand exceeds resources
 - _____ Agency approach to cost sharing and suggested donations
 - _____ Procedure for reporting/follow up imminent danger to client
 - _____ Agency disaster/emergency protocols/preparedness

- _____ Utilization of volunteers
- _____ Complaint resolution/appeals process
- _____ Description of partnerships and collaborations
- _____ Describe process for referrals to AAA and other agencies
- _____ Describe involvement in committees, workgroups or other initiatives

- _____ Budget Narrative
 - _____ Type of reimbursement requesting
 - _____ How match will be achieved
 - _____ Internal controls
 - _____ Fiscal oversight