

Coastline Elderly Services, Inc.

Area Agency on Aging

Policies

and

Procedures

for the Management of Title III

Programs

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1.0 Introduction

1.1 Older Americans Act

The Older Americans Act (OAA) was instituted in 1965. It is an ACT to provide assistance in the development of new or improved programs to help older persons through grants to the States for community planning and services and for training, through research, development, or training projects, and to establish within the Department of Health, Education, and Welfare, an operating agency to be designated as the Administration on Aging.

1.2 Reauthorization

Every five years the OAA is reauthorized by Congress. It is during this reauthorization that new programs could be established or existing programs deleted, or current funding slashed or increased for Title III services.

1.3 Purpose

The information in this Manual is prepared by Coastline Elderly Services, Inc., Region 4-C Area Agency on Aging, in New Bedford, Massachusetts. This information will provide the governing laws for the Management of Title III programs; provide the basis for greater uniformity and accountability; and will ensure clear references to program operations and standards.

1.4 Date of Issuance

The date of Issuance of this Manual is stated on the cover page.

1.5 Annual Review

To ensure Manual maintenance, the Area Agency on Aging will conduct an annual review in October of each program year.

1.6 History

Coastline Elderly Services, Inc. is a non-profit 501(c)(3) organization which was incorporated in 1977 to administer the State Home Care Program, now known as ASAP (Aging Services Access Point), which would serve the needs of and improve the quality of life for older persons. In 1980, Coastline was designated by the State Unit on Aging as the Area Agency on Aging (AAA) for the Commonwealth of Massachusetts, one of 629 area agencies nation-wide. The area agency has an extensive and successful history in establishing programs and services to the areas' neediest, and addressing the needs of our local elders by providing them with a wide range of support services that will enable them to live in comfort and dignity in their homes, while postponing or preventing the need for costly institutional care.

1.7 Mission Statement

Enhance the lives of seniors, caregivers, and those with similar needs, by assisting them to remain independent through a range of quality services.

1.8 Planning and Service Area

Coastline provides services to elders and caregivers who live in the following communities: Acushnet, Dartmouth, Fairhaven, Gosnold, Marion, Mattapoisett, New Bedford and Rochester.

2.0 Organization of the Area Agency on Aging

2.1 Area Agency on Aging Designation

The designation of Coastline Elderly Services, Inc. as an Area Agency on Aging, is authorized in accordance with Title III of the Older Americans Act of 1965 as amended, and 45 CFR Part 1321.

The Area Agency on Aging may be either:

- An agency whose single purpose is to administer programs for older persons, or
- A multipurpose agency with the authority and capacity to administer human services in the area and which has designated a single organizational unit within the multipurpose agency as the Area Agency on Aging. The single organizational unit must have a qualified full-time director and an adequate number of qualified staff to carry out the functions of the Area Agency on Aging.

An area agency may be any of the types of agencies listed under Section 305 (c) of the Older Americans Act. A state may not designate any regional or local office of the State as an area agency. However, when a new area agency on aging is designated, the State shall give right of first refusal to a unit of general purpose local government as required in Section 305(b)(5)(B) of the Act. If the unit of general purpose local government chooses not to exercise this right, the State shall then give preference to an established office on aging as required in Section 305(c) (5) of the Act.

2.2 Withdrawal of an Area Agency Designation

In carrying out Section 305 of the Act, the State agency shall withdraw the area agency designation when it, after reasonable notice and opportunity for a hearing, finds that:

1. An area agency does not meet the requirements of this part;
2. An area plan or plan amendment is not approved;
3. There is substantial failure in the provisions or administration of an approved area plan to comply with any provision of the Act, or policies and procedures established and published by the State agency on aging; or
4. Activities of the area agency are inconsistent with the statutory mission prescribed in the Act or in conflict with the requirement of the Act that it function only as an area agency on aging.

2.3 Function and Responsibility of the Area Agency on Aging

The Older Americans Act intends that the area agency shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area. This means that the area agency shall proactively carry out, under the leadership and direction of the State agency, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community-based systems in, or serving, each community in the planning and service area. These systems shall be designed to assist older persons

in leading independent, meaningful and dignified lives in their own homes and communities as long as possible.

Area agency advocacy can include:

1. Direct intervention on behalf of older persons
2. Facilitating self-advocacy by the elderly
3. Supporting and coordinating efforts of other advocates within the planning and service area on behalf of the elderly.

Examples would include:

- Hearings: Designed to receive direct input from the older population in the community about their needs and service priorities.
- Coordination Efforts: assure coordination with other federal, state and local programs serving the elderly, to eliminate gaps in service delivery.
- Legislative Hearings: Offer testimony reflecting the interests and concerns of older persons before state and/or congressional legislative committees.
- Information Dissemination: Provided in regular publications such as newsletters, press releases, TV programs and radio presentations.
- Inter-Agency Agreements: Assure coordination with other federal, state, and local programs serving the elderly.

Advisory Councils: Comprised of more than 50% older persons with the aim of providing critical advice and assistance to area agencies in regard to the development of the Area Plan, conducting public hearings, representing elderly needs and concerns, and reviewing and commenting on other policies impacting on the elderly.

Area agencies must have a comprehensive and coordinated system in place in order to function in the capacity intended by the Older Americans Act.

- a) Have a visible focal point of contact where anyone can go or call for help, information or referral on any aging issue;
- b) Provide a range of options;
- c) Assure that these options are readily accessible to all older persons: the independent, semi-independent and totally dependent, no matter what their income;
- d) Include a commitment of public, private, voluntary and personal resources committed to supporting the system;
- e) Involve collaborative decision-making among public, private, voluntary, religious and fraternal organizations and older people in the community;
- f) Offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence;
- g) Provide effective referral from agency to agency to assure that information or assistance is received, no matter how or where contact is made in the community;
- h) Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older person;
- i) Have a unique character which is tailored to the specific nature of the community;

- j) Be directed by leaders in the community who have the respect, capacity and authority necessary to convene all interested persons, assess needs, design solutions, track overall success, stimulate change and plan community responses for the present and for the future.

2.4 Specific Responsibilities of the Area Agency on Aging

- Assessing older persons' needs in the community
- Identifying deficiencies and gaps in service delivery system
- Identifying solutions to meet needs and bridge gaps
- Developing and administering the area plan
- Funding services based on "identified need"
- Developing written policies and procedures based on the OAA requirements
- Monitoring and evaluating the effectiveness and efficiency of service providers
- Coordinating training activities for staff /services
- Determining greatest economic or social need; and
- Designating community focal points for service delivery.

2.5 Area Agency on Aging Advisory Council's Role

The Advisory Council is a group of citizens who provide information, guidance, advice, and support to the area agency, to plan, develop, coordinate and administer services to older persons. They also serve as a critical linkage between the agency and the local elderly community. The Council's most important obligation is to help the area agency carry out the intent and objectives of the Older Americans Act, as amended. The Council fulfills this obligation by working through the area agency Board of Directors, the area agency staff, and its committees and community leadership. The Area Agency on Aging in Coastline's region is comprised of a 27-member Advisory Council. The council advises the agency relative to:

- a. Development and administering the area plan;
- b. Conducting public hearings;
- c. Representing the interest of older persons; and
- d. Reviewing and commenting on all community policies, programs and actions which affect older persons, with the intent of assuring maximum coordination and responsiveness to older persons.

The council shall include individuals and representatives of community organizations who will help to enhance the leadership role of the area agency in developing community-based systems of services.

2.6 Composition of the Advisory Council

The advisory council shall be comprised of:

1. More than 50 percent older persons, including minority individuals who are participants or who are eligible to participate in programs under this part;
2. Representatives of older persons;
3. Representatives of health care provider organizations, including providers of veteran's health care (if appropriate);

4. Representatives of supportive services provider organizations;
5. Persons with leadership experience in the private and voluntary sectors;
6. Local elected officials; and
7. The general public.

2.7 Committees

The Area Agency on Aging Advisory Council members, including the Board of Directors, are sub-divided in various committees with each committee having its own function in guiding and channeling recommendations to the Board of Directors. These committees are:

- Executive Committee
- Personnel Committee
- Legislative Committee
- Public Relations Committee
- Area Plan Committee
- Title III Committee
- By-Laws Committee
- Nominating Committee
- Finance Committee
- Vendor Monitoring Committee

3.0 Program Operations

3.1 Determining Needs

Needs Assessment studies provide vital information to ensure that area agencies are aware of the “needs” or “gaps” of the population they serve. The area agency has the responsibility to conduct a needs assessment study every three years which coordinates planning, identification and coordination. Results from the needs assessment are utilized in the development of the Area Plan and assist in determining the type of services or programs to be funded with Older Americans Act funds. Many methods and techniques are utilized for this study. The area agency may conduct surveys by mail or phone; interview one-on-one; small and large public gathering; meet with stakeholders such as the Advisory Council, or utilize web-based surveys, etc.

3.2 Development of the Area Plan

Area agencies designated under Section 305(2)(A) shall, in order to be approved by the State agency, prepare and develop an area plan for a two-three-or-four-year period determined by the State agency, with such annual adjustments as may be necessary. (A copy of Coastline’s Area Agency on Aging Area Plan can be viewed at www.costlineelderly.org). The primary purpose for the development of the Area Plan is to provide a comprehensive and coordinated system for supportive services, nutrition services, and all Title III services, with particular attention in reaching low income older individuals, including low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

The Area Plan incorporates information obtained from the Needs Assessment survey including the mandated services identified by the Older Americans Act, as amended, and services that meet the requirements of access to services, in-home services and legal assistance. The Area Plan includes the goals and the objectives that will assist in guiding the Area Agency on Aging to target resources to priority services.

3.3 Area Plan Committee

The Area Plan Committee is comprised of members from the Advisory Council and the Board of Directors. The primary responsibility of this Committee is to provide input and advice in the development of the Area Plan and to assist in conducting Public Hearing.

3.4. Public Hearing

Upon development of the Area Plan, the Area Agency on Aging Advisory Council, along with Area Agency on Aging staff, will conduct a public review and comment period to gather input from the community regarding the proposed Area Plan. This comment period will be advertised in the legal notices section of the Newspaper and throughout other channels.

3.5 Acceptance of the Area Plan

Both the Advisory Council and the Board of Directors must vote to accept the Plan, which is later forwarded to the state Executive Office of Elder Affairs (EA) for their review and acceptance. Once accepted, the Plan becomes the document that the Area Agency on Aging will utilize for the next four years to ensure that priority services are implemented throughout the planning and service area.

3.6 Title III Services

Title III of the Older Americans Act (OAA), as amended, authorizes area agencies on aging to enter into grants or contracts with local public and non-profit organizations to develop or expand services for older persons who are 60 years of age and older, and the caregivers of older persons. Funds provided by the Area Agency on Aging to an organization is used to expand the range of community-based programs and services designed to keep older persons in their homes, to fill gaps in existing services, and to contribute to the development of a comprehensive and coordinated system of service to older adults. Title III funds may not be used to finance services eligible for Medicare reimbursement.

The Area Agency on Aging will award funds to organizations when the services to be provided will achieve the goals of the Older Americans Act and the Area Plan of the Area Agency on Aging.

3.7 Title III Priority Services

Title III programs that will be selected for funding includes:

Title III-B Supportive Services: This is designed to develop or expand a broad range of services for older persons. Funds are to be used to fill gaps in existing services and to develop a comprehensive and coordinated system of service to older persons. All Title III-B projects must fall within the following allowable services for funding as defined by the OAA and the National Aging Program Information System (NAPIS). These allowable services area: adult day care, adult day health, counseling, assisted transportation, chore, education/training, guardianship, home modification/repair, health assessment, homemaker, information and assistance, legal assistance, legal education, organizational advocacy, outreach, personal care, recreation, respite, senior center facilities/administration, telephone reassurance, transportation, and visiting. Please note: Other services may be allowed under the discretion of the Area Agency on Aging.

Title III-C 1 Congregate and Title III –C 2 Home Delivered nutrition services, provide nutritionally sound and satisfying meals meeting one-third of the USDA's Recommended Daily Allowance (RDA) in a group (congregate) setting, or home delivered meal to those who are homebound by illness, incapacitating disability or otherwise isolated, and nutrition services including outreach, nutrition education and information/linkages to other services. (Please note: The Area Agency on Aging is currently providing this service through a waiver from the Executive Office of Elder Affairs.

Title III-D- Health Promotion and Disease Prevention: Funding is specifically designed to develop community-based programs and services that further health promotion and disease prevention for older persons. All Title III-D projects must fall within the following allowable services for funding as defined in the NAPIS Service Definitions. These include: medical and mental health screening/ assessments/referral; nutrition counseling, medication management, home injury control treatment, such as fall prevention.

Title III-E Family Caregiver Services – All Title III-E projects must fall within the following allowable services: counseling, respite care, supplemental services, and access assistance and information services.

4.0 General and Administrative Requirements

4.1 Application Specification

The Grantee/Provider must comply with all laws and /or requirements of federal, state, and local fire, health safety, and sanitation and other standards prescribed in law or regulations.

4.2 Eligibility

(EOEA IM-98-14) Organizations responding to the Request for Proposal from the area agency for Title III Services, is opened to both private for profit organizations and businesses, as well as non-profit organizations, both within and outside the planning and service areas. However, the program must be conducted throughout one or all of the area agency's on aging planning and service area.

4.3 Federal Tax ID Number

A federal Tax ID is also known as an Employer Identification Number (EIN). It is a nine-digit number which is valid in all states for banking, tax filing, and other business purposes. It's issued for sole proprietorships, individuals / small businesses, limited liability companies (LLC), partnerships, corporations, S-Corporations, non-profits, estates, trusts, and other entities. Each Grantee/Provider must have a Federal Tax ID number in order to be considered for federal funding.

4.4 DUNS Number

The DUNS (Dun & Bradstreet) (D&B) number is a nine-digit number which is recognized as the universal standard for identifying and keeping track of over 100 million businesses worldwide. The federal government will utilize this number to track how federal money is distributed. Grantees/Providers may be asked to provide their DUNS number.

4.5 SOMWBA Certification

This certification process reviews and investigates applicants who seek to participate in affirmative business opportunities to determine that they meet the requirements of state and federal statutes and regulations. SOMWBA (State Office of Minority and Women Business Assistance) certifies companies for both State and Federal Disadvantaged Business Enterprise (DBE) certification programs, as well as SOMWBA certification. Grantees/Providers will be asked to provide a current certification.

4.6 501 (c)(3) Organizations

To be tax-exempt under Section 501(c) (3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes, and none of its earnings may inure to any private shareholder or individual. Organizations formed under the 501(c)(3) status, are commonly known as charitable organizations. Grantees/Providers will be asked to provide a current copy of their 501(c) (3) status.

4.7 Lobbying

No federal appropriated funds will be paid, by or on behalf of the grantee to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have been or will be paid to any persons for influencing or attempting to influence an officer or employee or any agency, a Member of Congress with this federal contract, grant, loan, or cooperative agreement, the grantee (Provider) shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

4.8 Code of Conduct

Grantees must maintain a code or standard of conduct that shall govern the performance of its officers, employees or agents in contracting with and expending Older Americans Act funds. The Grantee/Provider's officers, employees, or agent shall neither solicit nor accept gratuities, favors or anything of monetary value from grantees or potential grantee/providers. To the extent permissible under State or local laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standard either by the officers, employees or agency of the recipient agency or by grantees or their agents.

4.9 Conflict of Interest

- a. No employee, officer, or other representative of the Grantee is subject to a conflict of interest prohibited under the Older Americans Act and mechanisms must be in place to identify and remove conflicts of interest prohibited under the Older Americans Act.
- b. In accordance with the Older Americans Act as amended, grantees assure that preference in receiving Title III services will not be given to particular older individuals as a result of a contract or commercial relationship prohibited under the Older American Act. (OAA. Sec307(a)(7)(B)(ii), iii).

4.10 Abuse / Neglect

Any Grantee/Provider that suspects the abuse, neglect or financial exploitation of an eligible adult may report this suspicion to an agency designated to receive such reports under the Elder Abuse and Neglect Act or to the Executive Office of Elder Affairs. In carrying out their professional duties, the grantee is considered a mandated reporter if they have reason to believe that an eligible adult, who because of dysfunction is unable to seek assistance for himself or herself, has, within the previous 12 months, been subjected to abuse, neglect or financial exploitation.

4.11 Maintenance of Effort

42 U.S.C.3030s-2) §374: OAA Title III funding must be used to increase the availability of services to older people where no other resources exist for serving their needs.

4.12 Target Populations

OAA Grantees/Providers must serve any person age 60 years or older in need of service in the planning and service area regardless of other eligibility criteria normally in use by the grantee. Grantees/Providers may not impose a requirement as to duration of residency or citizenship as a condition of service. Service must be accessible and available to limited English speaking older persons. Priority must be given to providing services that will assist and benefit older persons with the greatest social need, economic need, and those at risk for institutional placement.

4.13 Program Accessibility

Section 504 of the Rehabilitation Act of 1973 provides that “no otherwise qualified handicapped individual, shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” For this reason, all sites where the proposed program will take place must be handicapped accessible.

4.14 Compliance with Title VI of the Civil Rights Act of 1964

All grants and contracts funded under the Older Americans Act of 1965, as amended, must comply with Title VI of the Civil Rights Act of 1964. This Act states that programs receiving federal funds must provide services, facilities, and benefits on a nondiscriminatory basis, regardless of race, color, sex, religion, disability or national origin. The Area Agency on Aging has the responsibility to ensure that federal funding provided to organizations can demonstrate that they are in compliance with Title VI of the Civil Rights Act of 1964.

4.15 Reference on Funded Publications

The Grantee/Provider must acknowledge funds paid for by whole or in part by federal, state, and the Area Agency on Aging. The publication must prominently display a statement to the following effect: “This agency and its programs are funded (in whole or in part) by a grant from Coastline Elderly Services, Inc. and the Massachusetts Executive Office of Elder Affairs.

4.16 Reproduction of Reports: (Copyright)

The Grantee/Provider shall not disseminate, reproduce or publish any report, information, data, or other documents produced in whole or in part, pursuant to the terms of this Agreement, without prior written consent of the Area Agency on Aging, nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the Grantee/Provider without prior written consent of the Area Agency on Aging.

4.17 Protection of Clients

The Grantee/Provider shall comply with the applicable provisions of the Executive Office of Elder Affairs' rules governing the Elder Rights Review Committee (ERRC), set forth at EOE-PI-00-07. Under these rules, Elder Affairs must review all research, surveys, experimentation, market testing or similar research that seeks access to clients or client information connected with programs funded by the Area Agency on Aging and Elder Affairs.

4.18 Licensure

Grantees/Providers shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal statute or regulations and shall, upon the request of the Area Agency on Aging, submit proof of such license, certification, permit or accreditation.

4.19 Criminal Procedure

The Grantee/Provider shall request a Criminal Offender Record information (CORI) from the Criminal History Systems Board, prior to employing an individual whose salary is to be paid with Title III funds, referring for employment or accepting such individual as a volunteer, pursuant to M.G.L.c.6 §172C. This includes, but is not limited to, agencies which employ or accept as a volunteer or refer for employment those persons who will provide care, treatment, education, training, transportation, delivery of meals, instruction, counseling, supervision, recreation or other services in a home or in a community-based setting for any elderly and/or disabled person, or access to such person's files.

4.20 Grievance

Participants who have been denied or dissatisfied with a Title III service provided by a Grantee/Provider, has the right to file a grievance with the Area Agency on Aging. This information should be made known to participants in written form or notices clearly displayed in the establishment where the program is conducted.

4.21 Confidentiality

The Grantee/Provider shall not use or release any reports, data, or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served, in accordance with the laws of the Commonwealth, M.G.L. c. 66A §2, the Privacy and Confidentiality Regulations; 801 CMR 3.00; Elder Affairs PI-97-55; and where applicable, federal law, governing the use safeguarding and access to personal data as defined in the Fair Information Practices Act. Such information, as may be necessary, shall be used only to assure proper administration, planning, coordination and monitoring of performance and to permit the transfer of records of a person served to another agency for the purpose of continuing services. The Grantee/Provider shall provide to the Area Agency on Aging such additional data as the area agency may require to monitor the Grantee/Provider information system and to guarantee adequate safeguarding of the human and civil rights of the applicants and persons served. The Grantee/Provider shall furnish to the

Area Agency on Aging, within (30) thirty days following the request by the area agency, a written description of the Grantee/Provider's system for gathering, storing, and releasing personal data so the area agency may determine compliance.

4.22 Health Insurance Portability and Accountability Act (HIPAA)

The Grantee/Provider shall **Protect Health Information (PHI)** which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA, including, but not limited to, 45 CFR Section 164.501.

4.23 Guidance on Citizenship/Alien Status to Older Americans Act Programs

Policy: Non-citizens, regardless of their alien status, must not be banned from services authorized by the Older Americans Act and wholly or partially funded with Federal resources based solely on their alien status.

4.24 Emergency/ Disaster Plans

Grantees/Providers must develop and post in areas where programs are conducted, a Plan, which clearly provides participants with information relative to the building escape routes and/or policies relating to any disaster.

4.25 Litigation

The Grantee/Provider shall make full disclosure to the Area Agency on Aging regarding any outstanding litigation against the Grantee/Provider or any related corporate entities.

4.26 Indemnification

The Grantee/Provider shall:

1. Indemnify and hold harmless the Area Agency on Aging and Coastline Elderly Services, Inc., and the Executive Office of Elder Affairs from and against any and all liability, loss, damage, costs, or expenses which the Area Agency on Aging or the Executive Office of Elder Affairs may sustain, incur, or be required to pay, arising out of or in connection with any negligent action or inaction or willful misconduct of the Grantee/Provider, or any person employed by the Grantee/ Provider, or any of its subcontractors provided that:

- a. the Grantee/Provider is notified of any claims within a reasonable time from when the Area Agency on Aging becomes aware of the claim; and,
- b. the Grantee/Provider is afforded an opportunity to participate in the defense of such claims.

4.27 Insurance Coverage

The Grantee/Provider shall:

1. Maintain adequate liability protection, including professional liability, workers compensation, comprehensive liability and property damage. The Grantee/Provider shall maintain sufficient level of insurance to protect itself against liability claims against the Grantee/Provider or any subcontractor thereof with insufficient liability insurance coverage. The Grantee/Provider shall provide a copy of the declaration page for each relevant policy.

2. Require in its contracts with Subcontractors that Subcontractors maintain sufficient liability protection, including professional liability, workers compensation, comprehensive liability, and property damage. Coverage level shall be in an amount satisfactory to the Grantee/Provider and the Area Agency on Aging. The Grantee/Provider shall request from the Subcontractor a copy of the declarations page for each relevant policy.

5.0 Grant Contract Administration

5.1 Notice of Availability of Funds

The Area Agency on Aging will publicize a Legal Notice in local newspapers and on the agency's website, requesting proposals, pursuant to Public Law 109-365 for Title III services. The Request for Proposal (RFP) contains all information relative to the requirements of the Older Americans Act, OMB (Office of Management and Budget) Circular A-122, 42USC §3030C, 45CFR1321 and Title 45-Public Welfare Chapter XIII – Office of Human Development Services, Department of Health and Human Services Part 1321- Grants to State and Community Programs on Aging. The area agency will also publicize in newspapers that could reach minority providers, as well.

5.2 Bidder's Conference

The Area Agency on Aging conducts a bidder's conference for all Title III services. The bidder's conference provides the opportunity for individuals to learn more about the requirements of the application process and responsibility of the grantee and grantor agencies. It provides a forum to entertain questions from prospective grantees.

5.3 Technical Assistance

In addition to the bidder's conference, the Area Agency on Aging staff provides technical assistance to potential applicants, at their request. This assistance may be provided by phone or in person. It is important to note that the Area Agency on Aging staff cannot assist a grantee agency in developing a proposal for funding, nor can the Area Agency on Aging assist the grantee agency in the research or writing of the application.

Area Agency on Aging staff can provide the information pertaining to:

- Requirements of the Older American Act, as amended
- Example of the type of programs that have been funded in the past
- Explanation of the required guidelines to develop a budget
- Explanation of goals, objectives and / or outcomes
- Explanation of Time Lines

And other assistance, under the discretion of the Area Agency on Aging

5.4 Standard Procedure for Reviewing Proposals

The Area Agency on Aging has a standard procedure for reviewing proposals from prospective Grantees/Providers. This review includes the Title III Committee which is comprised of members from the Advisory Council and the Board of Directors, and is based on a system of an Objective Criteria. The criteria for review is included in the application of the Request for Proposal. The final determination for providing federal funds to a Grantee/Provider agency rests with the Board of Directors of Coastline Elderly Services, Inc. Applicants are invited to meet with the Title III Committee to present their program. Often times this discussion will allow the committee to see the advantages of the program which was not clearly demonstrated in the proposal. Additionally,

Coastline’s staff is given the opportunity to review and offer comments on the proposals, but they do not score proposals. After meeting with applicants, the Title III Committee will then make their recommendation to the Advisory Council, who, in turn, provides the recommendation to the Board of Directors for the final decision on each agency that will be funded.

5.5 Sub-Grant Award Process

There are procedures for the awarding of Title III grants / contracts that meet the suggested minimum requirements as outlined in Elder Affairs’ Policies and Program Instructions. Procedures for reviewing may include:

- a. The Grantee/Providers ability to target the estimated number of individuals proposed in the application.
- b. Experience in providing services to the targeted population.
- c. A presentation of a viable plan for directing services to those who are economically and socially needy, low income minorities, or who may be non-English speaking.
- d. Identification of a specific plan to address the voluntary/confidential donation policy.
- e. Provision of optimal Cash and In-Kind support for the project.
- f. Demonstrate the commitment and capability to seek alternate funds, and other factors.

5.6 Criteria for Award

The award will go to bidders who can demonstrate in the proposal “Best Quality and Economic Value to the Area Agency on Aging, cost and other criteria considered.” The low bidder in cost is not necessarily the winner of the contract. Specific criteria is weighed and scored in the review process, including cost. If a Grantee/Provider does not have its headquarters in Massachusetts, it may still participate in the RFP process, as long as it is a legal entity that has file/registered to do business in Massachusetts through the Commonwealth’s Secretary of State.

5.7 Application Approval

Once the application has been approved by the Board of Directors, the applicant will receive a certified congratulatory letter notifying the applicant of the pending contract.

5.8 Application Accepted with Stipulations

The Area Agency on Aging, at its sole discretion, may accept an application but may not provide to the Grantee/Provider the full funding as requested in the application. In this case the applicant has the opportunity to accept the stipulations and resubmit an amended budget or other necessary paperwork as requested by the Area Agency on Aging. If the applicant chooses not to accept, the applicant is given the opportunity to appeal the decision of the Area Agency on Aging.

5.9 Application Denied

The Area Agency on Aging will send, by certified mail, a letter to the applicant of the reasons for the denial of the application by the Area Agency on Aging to fund the program, in whole or in part. Included in this letter will be attachments relating to 651 CMR 9.00 Adjudicatory Rules of Practice and Procedures To Contracts and Grants.

5.10 Request to Appeal the Decision of the Area Agency on Aging

651 CMR: Upon receiving the notice of an appeal, the Area Agency on Aging will first schedule a Local Administrative Review which will provide the applicant with the opportunity to resolve this action before it's heard on the state level. A request for an Appeal may be based on any one or more of the following grounds:

- (A) Denial by the area agency, in whole or in part, of an application for funding, where there is valid reason to claim such denial is arbitrary or capricious or not based upon substantial evidence.
- (B) Any action on the part of the area agency concerning non-renewal or termination of a grant or contract where there is a valid reason to claim such actions are arbitrary or capricious or not based upon substantial evidence.

5.11 Contract Duration

At its sole discretion, the Area Agency on Aging may use either a one year, one year renewable for one year, or a three-year service contract following the RFP process. Renewable Title III program service contracts will contain a provision that the contract will be renewed for the next fiscal year. This renewal is subject to the state agency (Elder Affairs) and the area agency's confirmation of available Title III funds, satisfactory or better Grantee/Provider service monitoring reports, including at least, one on-site annual program visit. There will be adequate provision for cancellation of the contract in the absence of appropriation of adequate federal funds or for other material cause. At the discretion of the Area Agency on Aging, a three-year service contract with a Title III program service grantee may be recommended only when there is a history of one service vendor competing for a specific elder service.

5.12 Termination of Contracts

- (a) If, for any reason, the Grantee/Provider is unable to provide the services specified by the Agreement/Contract, it shall promptly notify the Area Agency on Aging of its inability to provide services and indicate the specific reasons.
- (b) The Area Agency on Aging may suspend, reduce the grant in whole or in part at any time or terminate the Agreement, if the Grantee/Provider has failed to comply with the provisions of the Agreement, in whole or in part. However, prior to suspension, reduction of the grant in whole or in part or termination of the Agreement, the Area Agency on Aging shall notify the Grantee/Provider, in writing, of the specific areas of non-compliance. The Grantee/Provider shall restore compliance within thirty (30) days of the date of notice. If the

Grantee/Provider has not restored compliance within the thirty (30) day period, the area agency may terminate the Agreement by furnishing the Grantee/Provider with written notice at least thirty (30) days prior to the effective date of termination.

- (c) If the Area Agency on Aging determines that any non-compliance with the terms of this Agreement on the part of the Grantee/Provider endangers the life, health, and safety of any recipients of services under the Agreement, it shall terminate the Agreement by orally notifying the Grantee/Provider of termination followed by the making of written notification, return receipt requested, setting forth the specific reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this subsection set forth in the Agreement shall take effect upon the furnishing of the oral notification.
- (d) The Grantee/Provider may terminate the Agreement prior to its expiration date if the Area Agency on Aging fails to comply with a material provision of the Agreement. The Grantee/Provider shall furnish to the area agency written notice of termination at least thirty (30) days prior to the effective date of termination.

5.13 Early Termination: Elimination or Reduction In Funding

In the event that Title III funding appropriated through the Executive Office of Elder Affairs for Title III service contracts to the Area Agency on Aging is eliminated or reduced to an extent that funding of the Agreement is not feasible, the area agency may terminate the Agreement by providing written notice of termination to the Grantee/Provider effective not less than thirty (30) days after date of such notice.

5.14 Early Termination: De-designation of the Area Agency on Aging and the Corporation

The Area Agency on Aging shall notify the Grantee/Provider in writing of its receipt of notification by the Executive Office of Elder Affairs (hereinafter in this subsection “the Department”) that the Department intends to de-designate the Area Agency on Aging for the service covered by the Agreement; thereafter, the Area Agency on Aging shall notify the Grantee/Provider of any appeal it may take of the Department’s action and the disposition of any such appeal. All notices required by this subsection shall be made in writing within ten (10) days of the event which prompts the notice requirement. In the event that the Department finally de-designates the Area Agency on Aging for the service area covered by the Agreement, the area agency may terminate the Agreement by furnishing the Grantee/Provider with written notice at least sixty (60) days prior to the effective date of termination.

5.15 Obligation Upon Expiration, Termination or Suspension

The Area Agency on Aging will pay the Grantee/Provider for any reimbursable cost not covered by previous payments for services rendered, pursuant to the Agreement, prior to the notice of termination, if rendered in accordance with the Agreement, provided that the Grantee/Provider agency submits the properly completed fiscal reports to the Area Agency on Aging covering services, rendered no later than (30) days after notice of termination, suspension, or expiration. The Grantee/Provider will immediately refund to the Area Agency on Aging in accordance with the area agency’s instructions any

unobligated balances of cash advanced by the area agency. If the grant is terminated or expires without an audit, the area agency retains the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later. The termination or expiration of the Agreement does not affect the retention period for or the area agency's right to the access to program records. The expiration or termination of the Agreement does not affect the Grantee/Provider's responsibilities with respect to property (equipment) as contained in §7.9 of this Policy and Procedure Manual.

6.0 Record Maintenance

6.1 Units of Service

The Grantee/Provider must maintain accurate and up-to-date service contacts and units of service provided to participants. As required by NAPIS, (National Aging Program Information System) and as it relates to certain Title III programs, the participant's records may contain the name, address and demographic information.

6.2 Time Sheets

All time sheets kept by staff and/or volunteers providing Older Americans Act funded services, must detail the actual amount of time spent per funded service per payroll period and be signed by the employee.

6.3 Record Retention

The Grantee/Provider must retain all records herein required for (7) years after notification by the Area Agency on Aging of the close of the program year and audit acceptance.

6.4. Monitoring and Evaluation

The Grantee/Provider must permit the Area Agency on Aging, authorized federal and state personnel, including but not limited to, the Executive Office of Elder Affairs and the Administration on Aging, access to any books, documents, papers or other financial program and /or service records which are pertinent to a grant or contract for purposes of auditing, monitoring and evaluation.

6.5 Monthly Reports

The Grantee/Provider must submit all financial and program reports on forms provided by (or specifically approved in writing) and in a manner specified by the Area Agency on Aging.

6.6 Reimbursement Request

Grantees/Providers must submit Reimbursement requests to the Area Agency on Aging by the 10th of the month for costs incurred the previous month. Failure to submit reports on time may result in withholding of payments until the following month or other appropriate measures as defined in Federal and State guidelines, and/or the Notification of Grant Award/Contract.

6.7 Prohibition

Grantees/Providers are prohibited from receiving a profit from the grant.

7.0 Fiscal Requirements

7.1 Financial Obligation

Grantees/Providers must have sufficient financial resources to support the initial 2-3 months of operation of the proposed project.

7.2. Cash Match / In-Kind Match

Projects funded with Title III funds are awarded on a matching basis. Grantees must obtain private and other public support for Title III services. Unless otherwise specified, at a minimum, net costs of Title III -B Supportive Services requires 15% matching non-federal funds. Title III–D Preventive Health care requires 15% matching non-federal funds. Title III-E requires 25% non-federal matching funds.

7.3. Criteria for Matching Funds

Non-federal contributions whether cash or third party “in-kind”, must meet the following requirements to be allowable:

- Be necessary and reasonable for proper and efficient administration and implementation of the project.
- Be authorized or at least not prohibited under state or local laws.
- Conform to any limitations or exclusions set forth in this section, federal laws, or other governing limitations as to types or amounts of cost items.
- Not be allowable to include as a cost of any other federally financed program in either the current or prior period.
- Be a direct cost
- Be net of all applicable credits

Allowable costs must meet the federal standards as set forth under current Office of Management and Budget circulars.

7.4 Differences in Cash Match and In-Kind

Cash: Non-federal resources which may be used as local contributions, including: cash donations to the project from local governmental units and agencies, non-federal donations made by private organizations (i.e. civic groups, churches, etc.) and donations made by individuals.

Third Party In-Kind: The non-federal contribution may use “in-kind” donations to meet up to 50% of the matching requirement. “In-Kind” donations may be such things as donated labor, supplies, space, equipment, etc. The value of donations is estimated as the actual value of the donated goods or service.

7.5 Non-Match Federal

Grantees/Providers are prohibited under Federal law from using funds, staff, or equipment purchased with Federal dollars from other sources to match Older Americans Act services. Exceptions to this rule are Legal Services Corporation Funds, Social Services Block Grant Funds, and Community Development Block Grant funds, which may be used as match. Matching funds are considered part of the Title III project and are subject to Federal limitations and requirements for use of funds.

7.6 Project Income

Funds which cannot be used as local contributions are donations to the project made by recipients of services (client contributions) to help pay for the cost of the service. This is called project income and is budgeted and subtracted from the total project to arrive at a “net” project cost.

Third Party In-Kind – “In-kind” donations, such as office space, are not allowable if the donor pays for the space with other federal funds. (Exception: §7.5).

7.7 Fiscal Control

Grantees/Providers must maintain sufficient fiscal control and accounting procedures to assure proper disbursement of and accounting for all Title III funds under this grant/contract. The Accounting System must have supporting documentation for all expenses of the project, which includes, but is not limited to, canceled checks for all project costs, receipts, payroll records for all personnel providing Older Americans Act funded services and must be based on actual time spent in each service, allocated and reported on the monthly financial reports; and bank statements and ledgers that adequately represent the financial status of the Older Americans Act funded project.

7.8 Equipment

For items of equipment purchased with Title III funds that have an acquisition cost of \$500 or more, the Area Agency on Aging may reserve the right to require transfer of equipment, at the end of the grant period.

7.9 Program Income

Each project must account for all program income collected directly by the project.

7.10 Written Procedures for Collecting Voluntary Contributions

Grantees/Providers must have written procedures for collecting, handling, counting and depositing contributions for Title III services. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this Act, if the method of solicitation is non-coercive. The Grantee/Provider must:

- a. Give each person who receives the Title III service, written information about the cost of the service.
- b. Avoid the appearance of pressure to contribute.
- c. In a non-coercive manner, give each person an opportunity to voluntarily contribute to part or all of the cost of the service.

- d. Protect the privacy of each person with respect to his/her contribution.
- e. Have appropriate procedures to safeguard and account for all contributions.
- f. Use all contributions (also known as Project income) to expand services and supplement (not supplant) funds received under the Older Americans Act.
- g. Not deny service to an older person because she/he could not or would not contribute to the service.
- h. Not use a means test to deny or limit a person's receipt of services.

8.0 Conditions and Stipulations

8.1 Authority to Place Conditions

The Area Agency on Aging has the authority to place conditions on any award of funds. The Area Agency on Aging shall put special terms and conditions on all awards. General conditions to be placed on awards are as follows:

- a. Grants – If federal cost per unit exceeds 20% of projected federal cost, a budget change request, with explanation for over-expenditure, is required.
- b. Award is subject to provisions of the Older Americans Act of 1965, as amended, the Executive Office of Elder Affairs and the Federal Administration on Aging.
- c. Federal funding is contingent upon the availability of funds from the Executive Office of Elder Affairs. Should revisions to the allocations occur, the Area Agency on Aging has the right to revise the amount of federal funds obligated.
- d. Grants – The federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds.
- e. Contracts – The federal share of a project cost is earned when the unit of service is provided. The unit of service is defined in each project's contract.
- f. Grants - the amount on "Federal Share" Line of the NGA, "Computation of Grant" will constitute a ceiling for federal participation in the approved cost.
- g. Contracts – the Federal award will be stated in each contract and no project may be paid above the amount stated.

8.2 Grant/Contract Revision Requirement

A grant or contract revision is required whenever there is a material change in the content of administration of the grant or contract award as approved. No line item, after NGA and / or contract is executed, can be modified by the Grantee/Provider without the explicit permission of the Area Agency on Aging. Any changes must be communicated in writing to the Area agency on Aging for approval.

8.3 Carry-over funds

Any unused funds left available in the project after the grant expires, cannot be carried over by the Grantee/Provider in the next funding year cycle, and shall be reverted back to the Area Agency on Aging.

8.4 Obligational Authority

In awarding funds to a recipient, the Area Agency on Aging makes an obligational authority available to that recipient. The recipient of the award earns the funds only upon accrual of allowable grant/contract costs and the contribution of the non-federal share of that cost.

8.5. Supplemental Funding

The Area Agency on Aging may award additional federal funds to a grant/contract for the same grant/ contract year, in the form of a supplement to the original award. The decision to make supplemental funding available rests with the Area Agency on Aging and will be based on the amount of funds available to award as supplements to earlier grants, and other factors considered.

8.6 Standard for Supplemental Funding

Supplemental funding may only be awarded during a grant/contract year and will be awarded upon the extent to which demand for services has exceeded funds available and number of additional units of service that can be provided.

9.0 Auditing Standards

9.1 Office of Management and Budget (OMB)

Grantees/Providers must comply with all federal and state requirements related to fiscal recordkeeping. Compliance with all cost principles and administrative requirements as defined in one of the following Office of Management Budget (OMB) Circulars and (if applicable) amended as published in the Federal Register as required.

a. Non-Profit Organizations:
Cost Principles (OMB Circular A-122)
Administrative (OMB Circular A-110)

b. Governmental Entities
Cost Principles (OMB Circular A-87)
Administrative (OMB Circular A-102)

c. Educational Institutions
Cost Principles (OMB Circular A-21)
Administrative (OMB Circular A-110)

9.2 Audit Requirements

Audits must be performed in accordance with:

- a. The United States General Accounting Office's Standards for Audit of Government Organizations, Programs, Activities and Functions.
- b. Guidelines for Financial and Compliance Audits of Federal Assistance Programs; and
- c. Any specific audit instructions issued by the area agency.
- d. Grantees/Providers must comply with the area agency audit procedures and Program Audit Guidelines.
- e. Audits for agencies expending \$500,000 or more in federal funds, from all sources, shall be conducted in accordance with OMB Circular A-133 and grantees/providers must submit copies of the annual audit report, management letter of representations, and reconciliations to closeout reports within six (6) months after the end of their fiscal year.
- f. Audits, when required, must be conducted annually and must include both a compliance audit and a fiscal audit and may be performed on the basis of the audited entity's fiscal year.
- g. All funds received from the Area Agency on Aging must be segregated from other sources of funding and clearly labeled. (45 CFR 76 Lower Tier Transactions; 2 CFR 180).

1. Grantees/Providers must follow the area agency's audit procedures and program audit guidelines, and must comply with all audit requirements imposed by Federal and State authorities under which this grant is given.

2. Grantees/Providers must comply with all audit requirements as defined in OMB Circular A-133 (Single Audits of States, Local Governments and Non-Profit Organizations) and any amendments to these requirements as published in the Federal Register.
3. Grantees/Providers that are proprietary entities must comply with requirements concerning audits 48CFR31, including any amendments.

9.3 Independent Auditor

All audits shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's standards.

9.4 Other Audit Requirements and Standards

Cost of conducting an audit is the responsibility of the grantee.

10.0

APPENDICES

10.1

Title III Provider Appeals

651 CMR: Coastline Elderly Services, Inc.

651 CMR 9.00:
Adjudicatory Rules of
Practice and Procedures
In Claims Relating To
Contracts and Grants

Section

- 9.01: Scope and Purpose
- 9.02: Definitions
- 9.03: Notice
- 9.04: Request for Local Administrative Review
- 9.05: Local Administrative Review
- 9.06: Grounds for Review
- 9.07: Notice of Hearing and Time Schedule
- 9.08: Extension of Time and Additional Information
- 9.09: Emergency Scheduling
- 9.10: Disqualification
- 9.11: Rights of the Parties at the Local Administrative Review
- 9.12: Evidence
- 9.13: Transcript of the Proceedings
- 9.14: Default
- 9.15: Withdrawal
- 9.16: Conduct of the Local Administrative Review
- 9.17: Notice of Decision
- 9.18: Termination of Request for Formal Hearing
- 9.19: Graphic Time Frame

Coastline Elderly Service, Inc.

**Graphic Time Frame
Title III Provider Appeals**

Regulatory Authority: 651 CMR 9:00 M.G.L. c 19A, §3; Older Americans Act of 1965, as amended: § 306 (10); 42 U.S.C. 3001; 45 CFR 1321.51 (a) (4)

- Day 01 Provider / Applicant Notified of Adverse Action
- Day 10 Provider / Applicant Requests Local Administrative Review with Copy to State
- Day 20 Local Administrative Review
- Day 30 Provider / Applicant / State Notified of Review Decision
- Day 35 Provider / Applicant requests State Agency Hearing
- Day 45 Notice of Date, Time and Place of Hearing by State
- Day 60 State Agency Hearing
- Day 100 Decision Rendered by Hearing Officer Forwarded To All Parties
- Day 121 Secretary's Review and Final Decision

COASTLINE ELDERLY SERVICES, INC.

**ADJUDICATORY RULES OF
PRACTICE AND PROCEDURES IN
CLAIMS RELATING TO CONTRACTS
AND GRANTS FUNDED BY TITLE III**

Reference: 651 CMR-9.00 et. seq.

9.01 Scope and Purpose

These regulations are promulgated pursuant to M. G. L. c 19A, s. 3 and Section 306 (10) of the Older Americans Act of 1965 as amended, (42 U.S. Code 3001 et, seq.) and the implementation of federal regulations 45 CFR 1321.51 (a) (4) et. seq., to provide services under an area plan is denied, or whose sub-grant or contract is terminated or not renewed, except as provided in 45 CFR part 74, Subpart M. The purposes of the hearing are to provide all parties a full and fair hearing to resolve any grievances that may have arisen in the administration of the Title III statutory programs referred to in the previous sentence and to create a complete, clear and accurate record for the information of a decision.

9.02 Definitions

- (a) “Appellant” means any Provider or Applicant which requests a formal hearing, or informal review following a denial of its application to provide services or whose sub-grant is terminated or not renewed.
- (b) “Area Agency” means the single agency designated by the State agency charged with the responsibility of developing and implementing an Area Plan for the provision of services to elderly persons in a Planning and Service Area under Title III.
- (c) “Local Administrative Review” means the Area Agency’s review of an adverse action with the Provider.
- (d) “Hearing Officer” means the official selected by the Secretary of Elder Affairs to conduct the hearing and to render a written decision.
- (e) “Party” means either an Area Agency or its designated representative or an applicant or provider or its designated representative or any other individual or organization that is admitted into the proceedings as a participant.
- (f) “Provider” means an individual or organization which is/has been awarded a sub-grant or contract from an Area Agency on Aging to provide services to Elders under the Area Plan.
- (g) “Days” means business day, Monday through Friday, excluding State holidays.
- (h) “Department” means the Massachusetts Executive Office of Elder Affairs.
- (i) “Secretary” means the Secretary of Elder Affairs of the Massachusetts Executive Office of Elder Affairs, appointed by the Governor of Massachusetts.

- (j) “Title III” means Title III of the Older Americans Act of 1965, as amended, (42 U.S.C. 3001 et. seq.)

9.03 Notice

An Applicant or Provider shall receive written notice from the Area Agency that its application to provide service has been substantially denied or that its contract to provide services has been terminated or not renewed, within ten (10) days after the decision by the Area Agency Board of Directors. The notice shall be delivered or forwarded by registered or certified mail, and specify the reason or reasons for the adverse action as well as notification that the Applicant or Provider has ten (10) days from receipt of the notice to request a hearing by the Executive Office of Elder Affairs Hearings Officer.

9.04 Request For Local Administrative Review

A request for a Local Administrative Review can be made by an Applicant or Provider who claims to be aggrieved by an action taken by an Area Agency; that its application to provide services has been denied in whole or part; has been terminated; or not renewed, within ten (10) days after the decision of the Board of Directors. Such requests shall be forwarded by registered or certified mail to the President of the Board of Directors, Coastline Elderly Services, Inc., 1646 Purchase Street, New Bedford, Massachusetts 02740, stating the reason(s) for a review, and a copy of said request shall be mailed by certified or registered mail by the Applicant or Provider to: Attention Hearing Officer, Executive Office of Elder Affairs, One Ashburton Place, Boston, Massachusetts.

It is important to understand that if an Applicant or Provider wishes to preserve its right to appeal the decision of the Area Agency, it must also file an appeal with the Hearing Officer at the Executive Office of Elder Affairs, within thirty (30) days of the decision of the Area Agency Board of Directors.

9.05 Local Administrative Review

The Area Agency will schedule and conduct a Local Administrative Review within twenty (20) days of the receipt of a request for such a review. The Applicant or Provider will receive written notification of the date, time and place of review by mail within ten (10) days of its request for review. The purpose of this review is to provide an opportunity to resolve disputes at the local level prior to an appeal by the Executive Office of Elder Affairs. The Review Panel shall consist of four (4) members. The Chairperson shall be the Executive Director of the Area Agency or the nominee of said Executive Director. There shall also be one member from the Board of Directors of the Area Agency and one member from the Grants Review Committee, all of whom shall be appointed by the Executive Director. The Executive Director shall also appoint a member of the staff to act as secretary for the panel and to take minutes of the proceedings.

9.06 Grounds For Review

A request for review from the Applicant / Provider to the Area Agency may be based on any one or more of the following grounds:

- (a) Denial by the Area Agency, in whole or in part of an application for funding, where there is valid reason to claim such denial is arbitrary or capricious or not based upon substantial evidence.
- (b) Any action on the part of the Area Agency concerning non-renewal or termination of a grant or contract where there is a valid reason to claim such actions are arbitrary or capricious or not based upon substantial evidence.

9.07 Notice of Hearing and Time Schedule

The Area Agency Local Administrative Review Chairperson shall act upon the request for said review and shall notify the parties by mail of the time, date and location of such review no later than ten (10) days after receipt of a request for a local administrative review.

9.08 Extension of Time and Additional Information

The Local Administrative Review Chairperson may extend a date for said review for good cause if it is requested in writing by the Appellant.

9.09 Emergency Scheduling

For good cause, the Area Agency review chairperson may order an accelerated Local Administrative Review.

9.10 Disqualification

No person(s) on the review panel shall participate in the Administrative Review if he/she is prejudiced with respect to any party, or has a conflict of interest, financial or otherwise, in the matter pending.

9.11 Rights of the Parties at the Local Administrative Review

The parties to a Local Administrative Review shall have the right to be heard fully as to their contentions and present all relevant evidence to support those contentions. Accordingly, any party to the hearing shall be entitled to the following:

- (1) To be represented by legal counsel or other representative at the party's own expense;
- (2) To present witnesses and cross-examine witnesses of the other party;

9.11 continued

- (3) To present both oral and documentary evidence, subject to the rulings of the Chairperson of the Review Panel as to pertinence, relevance, or materiality;
- (4) To submit a brief or memorandum setting forth the position of the party and substantiation for it.

The appellant at its option can elect either:

- (A) To appear in person at the Local Administrative Review at which time appellant and/or representatives will be given an opportunity to state the reason(s) why an appeal was filed with the Executive Office of Elder Affairs for a hearing, together with the factual circumstances or issues sought to be considered at such a hearing, or;
- (B) In lieu of appearing at the Local Administrative Review to state in writing the reason(s) why an appeal was filed with the Executive Office of Elder Affairs, together with the factual circumstances or issues sought to be considered at such a review. If this option is chosen, the appellant must submit its written statement to Coastline's Administrative Review Committee no later than 9:00 a.m. on the scheduled date of the Local Administrative Review.
- (C) If an appellant fails either: (1) To appear at the scheduled time and date for the Local Administrative Review; (2) or submit its written statement as set forth above in subpart B, the Area Agency's review committee will consider the request for an administrative review waived.

9.12 Evidence

In order to provide a full and fair Local Administrative Review, the Chairperson shall permit the parties to present testimony and documents in support of their positions. The Chairperson shall rule as to the admissibility of evidence so as to ensure that the evidence is pertinent, relevant and material to the proceedings, and the Chairperson's rulings on evidence will be final and binding. When ruling upon the admissibility of evidence, the Chairperson will not be bound by the usual rules of evidence used in court proceedings, and substance rather than form will prevail. The Chairperson may exclude repetitious or cumulative testimony. The Chairperson on his/her own motion or upon the request of the party may take judicial notice of decisions of courts or other tribunals, and official notice of generally accepted scientific and technical matters that are capable of recognition by a court of law. The Chairperson, in his/her discretion, may exclude any prospective witness or spectator from the hearing room if it is deemed their presence may influence the testimony of others. The Chairperson, in his/her discretion, may admit depositions or affidavits, or portions thereof.

9.13 Proceedings Will Be Tapped

Proceedings will be taped and a transcript will be made available to the appellant upon written request, for a fee of one hundred (\$100.00) or such larger sum as may be necessary to defray the cost of preparation of a transcript.

9.14 Default

In the event a Party shall fail to appear at a Local Administrative review, Chairperson shall notify said Party in writing that a default will be entered against such Party. The defaulting Party shall have (5) days from the notice from the Chairperson, in which to seek a new Local Administrative Review Date. A new Local Administrative Review date shall be granted only for the good cause shown. If the Chairperson determines a good cause has not been shown, or if the five days expires without response, a default shall be entered as to the defaulting party, and a decision may be rendered based upon the evidence available or the case may be dismissed.

9.15 Withdrawal

An appellant may file a written request to withdraw a claim of appeal at any time and shall not thereafter be permitted to resubmit a claim based upon the same facts.

9.16 Conduct of the Local Administrative Review

The Chairperson will preside at the review and will decide any preliminary motions and the order of presentation of evidence. The initial burden of proof to establish a case will be on the appellant. The parties or their representatives shall indicate in advance the number and where possible the names of witnesses to be called and the likely time estimated to be needed in order to have a final determination of all issues in dispute. The Chairperson has exclusive authority and complete responsibility for the conduct of the review. The Local Administrative Review will be limited to one and one-half hours. This will allow for a half hour presentation by the applicant or the provider, a half hour presentation by the Area Agency, and a half hour for discussion. If as a result of the review, the panel recommends a change in the Board of Directors' decision, it is subject to full Advisory Council and Board approval. If no change is recommended, the panel need not go back to the Advisory Council or to the Board.

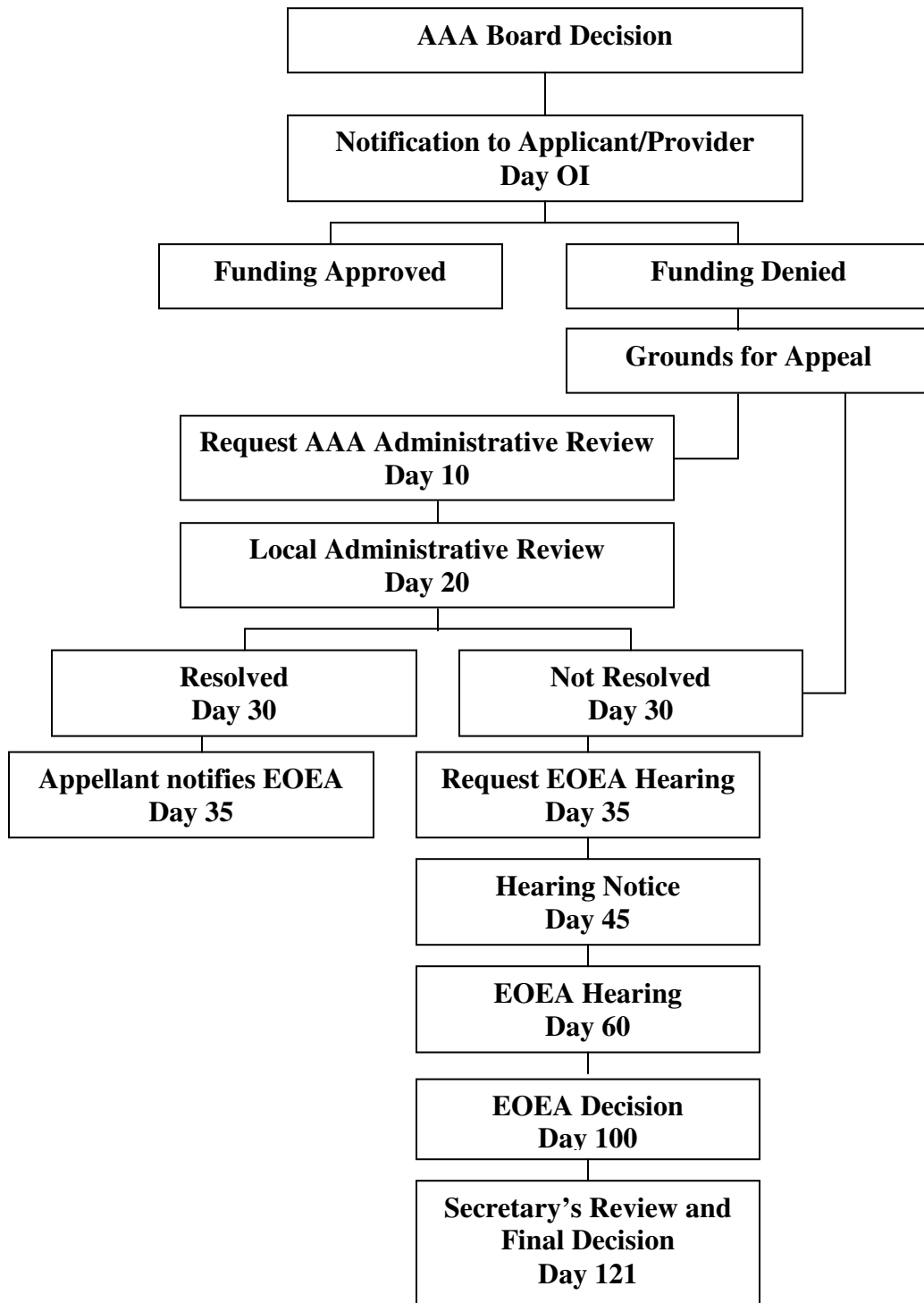
9.17 Notice of Decision

The recommendation of the Review Panel to the Board of Directors shall be made by a majority vote of the Panel. The applicant will be notified in writing, by certified or registered mail, of the decision of the Board of Directors within ten (10) working days of the Local Administrative Review. The notification shall state the reasons for said decision.

9.18 Termination of Request for Formal Hearing

When disputes between the Area Agency and the Applicant or Provider are solved through Local Administrative Review, it is the responsibility of the Applicant or Provider to notify the Executive Office of Elder Affairs Hearing Officer, by registered or certified mail, so that the appeal may be removed from the list of scheduled hearings. If the dispute is not resolved, EOEAA will conduct a *de novo* hearing, but the Hearings Officer may examine documents and papers considered at the Local Administrative Review.

**Coastline Elderly Services, Inc.
Title III Appeals Process**



10.2

Coastline Elderly Services, Inc.

Area Agency on Aging

GRIEVANCE PROCEDURES

**Guidelines For
Area Agency on Aging
For Older Individuals Who Are
Dissatisfied With or Denied Services
Under Title III of the
Older Americans Act.
*Section 306 (a) (10) as amended in 2000***

Section

- 1.01: Applicability
- 1.02: Notice
- 1.03: Complaint Review
- 1.04: Filing a Complaint
- 1.05: Investigation of Complaint / Attempt At Resolution
- 1.06: Request for Informal Conference with AAA Director
- 1.07: Decision of Director / Appeal to Board

Guidelines For Administrative Review

1.01: Applicability

Any individual 60 years of age or over eligible for Supportive Services under Title III Part B; Disease Prevention and Health Promotion Services, including Medication Management under Title III Part D; The Family Caregiver Support Program under Title III Part E, which are provided under an Area Plan, or any person 60 years of age or older, or their spouse of any age eligible for Nutrition services under Title III Part C, may file a written complaint with the Area Agency on Aging (AAA) if they are denied services or are dissatisfied with services under Title III of the Older Americans Act, as amended.

1.02: Notice:

The AAA shall inform individuals eligible for or receiving Title III services that they may file a grievance with the AAA when they are dissatisfied with or denied Title III services. Such notice shall be posted in writing by the AAA or its service subgrantee or subcontractor in a conspicuous manner at the place where such services are rendered or delivered.

1.03: Complaint Review:

The AAA has developed a Complaint Review Team of 3 or fewer persons, including but not limited to, AAA staff assigned for such purpose and a representative from the AAA Board or AAA Advisory Committee, to receive and review Title III service applicant or client complaints. The AAA keeps and maintains adequate records of the receipt, processing and resolution of each complaint received.

1.04: Filing a Complaint:

- A. An eligible individual may file a written complaint with the AAA regarding their dissatisfaction with or denial of Title III services.
- B. The AAA will assist the complainant in filing the complaint and throughout the process, to the greatest extent possible.
- C. Such complaint shall be filed within twenty-one (21) business days of the adverse action on a documented form provided by the AAA (Please see Grievance Procedure). A business day is a day in which the AAA is open for business, between the hours of 8 a.m. to 5 p.m., Monday through Friday, weekends and holidays excluded.
- D. The AAA will make a written record of every complaint received and forward it to a Complaint Review Team staff member designated by the Executive Director.

1.05: Investigation of Complaint / Attempt At Resolution

The Complaint Review Team or a designated member of such team will, within fourteen(14) business days after filing of the complaint, meet or communicate with the complainant and attempt to resolve the complaint. The Complaint Review Team shall meet and forward a written answer regarding resolution to the complainant within seven (7) business days after such meeting or communication.

1.06: Request For Informal Conference With AAA Director

A. If the complainant is dissatisfied with the Complaint Review Team's response and resolution, (s)/he may request an informal Conference with the AAA Director within seven (7) business days after receiving such response or, if the process set forth in 1.05 above is not followed, within twenty-one (21) business days after filing such complaint. The AAA Director will schedule an informal conference for the benefit of the complainant and will give seven (7) business days notice of the informal conference to the following parties:

- a. The Complainant, by mail;
- b. The staff person(s) at the AAA responsible for the decision affecting the Complainant; and
- c. The Complainant's designated representative, if known.

B. The AAA Director or his/her designee will conduct the informal conference and shall allow all participants to offer relevant information during the conference or to send such information to the AAA director within seven (7) business days following the conference.

C. The AAA Director or his/her designee will make a record of the informal conference, including the identity of those participating, a copy of all written information presented and a summary of the information presented.

1.07: Decision of Director / Appeal To Board

A. The AAA Director or his/her designee will issue a written decision on the matter within twenty-one (21) business days after the conference. The decision will include a brief statement of the reasons for the decision. The AAA will mail a copy of the decision to each of the parties receiving notice under section 1.06 above within twenty-one (21) business days after the Conference.

B. In his / her decision, the AAA Director will notify the Complainant that if s/he is dissatisfied with the AAA Director's decision, s/he may request a formal review of the decision by the AAA Board if s/he mails a written request for

review of the Director's decision by the AAA Board to the AAA office, located at 1646 Purchase Street, New Bedford, MA 02740, which is postmarked no more than thirty-five (35) business days after the Conference.

- C. The AAA Board will review the matter in a timely manner
- D. The Review of the Director's decision by the Board will be the Final Administrative Review in this matter.

6. Name the agency and the person responsible for administering the Title III service(s)?

Your Signature: _____

Please do not write below this line. For Area Agency's use only.

Was this complaint filed within the allotted twenty-one (21) business days of the adverse action? Yes ____ No ____

Will the Complaint Review Team meet within fourteen (14) days from the date of this notice to investigate the complaint? Yes ____ No ____

Please offer an explanation if the response is "NO."

What action will be taken by the Complaint Review Team?

Signature _____ Title _____ Date: _____
(Person completing application)

10.3

Regulatory Statues

All requirements included in this document, but not limited to, are authorized in actual legislative language included in the Older American Act, as amended. Any amendments to the law, actions, required by other Federal or State laws, court order, and / or administrative/executive directives, including all applicable circulars published by the Office of Management and Budget will be binding on all recipients.

Sections 1.0 through 10 .0 of this Manual are taken from the Regulatory Statues listed below:

AUTHORITY:

Older Americans Act of 1965, as amended in 2006 (Public Law 109-365)

42 U.S.C. §3030c-1(1)

42 U.S.C. §3030c-2

Title IV of the Personal Responsibility and Work Opportunity Reconciliation of 1996 (PRWORA)
Public Law 104-193.

Title 45, Volume 4, Parts 1200 to End.

Title 45 Public Welfare Chapter XIII—Office of Human Development Services, Department of Health and Human Services.

Part 1321.67-Grants to State and Community Programs on Aging;

45 CFR Part 16

45 CFR Part 74

45 CFR Part 76

45 CFR Part 80

45 CFR Part 81

45 CFR Part 84

45 CFR Part 91

45 CFR Part 92

45 CFR Part 100

Federal Register Vol. 68, No. 153, August 8, 2009, p. 47311

OMB Circular A-110

OMB Circular A-122