



## Upper Peninsula Area Agency on Aging

### Multi-Year Request for Proposals

For FY 2020-2022  
Services for Older Adults Contracts

October 1, 2019 to September 30, 2022

Issued: June 3, 2019

Proposals DUE: Friday, August 2, 2019 at 4:00 PM EST

SUBMIT to: U.P. Area Agency on Aging/UPCAP  
Attn: FY 2020-2022 Multi-Year RFP  
P.O. Box 606  
Escanaba, MI 49829

Applicants may send written requests for clarification about the RFP by July 19, 2019 to Sherry Whitman, UPAAA Grant Manager, via email at [whitmans@upcap.org](mailto:whitmans@upcap.org). All written questions will be answered via email by July 26, 2019.



# Upper Peninsula Area Agency on Aging

## Multi-Year Request for Proposals FY 2020-2022 Services for Older Adults Contracts

### Table of Contents

<b>Background</b> .....	2
<b>Objective</b> .....	2
<b>RFP Specifications</b> .....	2
Eligible Applicants .....	3
Contract Period/Continuation .....	3
<b>RFP Submission</b> .....	4
Letters of Intent .....	4
Application for Submission & Deadline .....	4
Additional/New Requests for Proposal.....	4
Proposal Review & Evaluation .....	4
Notification of Award or Denial .....	5
<b>Contract Terms &amp; Conditions</b> .....	5
<b>Application Instructions</b> .....	6
Cover Page .....	6
General Section.....	6
Proposed Funding and Units of Service .....	6
General Requirements for All Service Programs.....	7
Specific Service Sections .....	7
<b>Appendices</b> .....	8
Appendix A: UPAAA FY 2020 Available Funding by Service/Geographic Area .....	9
Appendix B: UPAAA Unit Rate Reimbursement Detail/Direct Care Cost Calculation Instructions.....	10
Appendix C: UPAAA Proposal Review Criteria .....	11
Appendix D: UPAAA Contract & Administrative Appeals Process.....	12
Appendix E: UPAAA Multi-Year Master Contract Boilerplate .....	16
Appendix F: UPAAA FY 2020-2022 Multi-Year RFP Application Checklist .....	33

## Background

The Older American's Act (OAA) of 1965, as amended, enabled the development of a nationwide aging network that has evolved into a system of federal, state, regional and local human service organizations with the common goal of helping older adults maintain independence and dignity in their own homes and communities.

The OAA and the Older Michiganians Act (OMA) authorize federal and state funding for the development of a comprehensive, coordinated and cost-effective system of home and community-based services for older adults and family caregivers. This funding is channeled through various levels of the aging network. State-designated Area Agencies on Aging cover defined regions called Planning & Service Areas (PSAs) and administer these funds through agreements and contracts with local organizations that use the funds to provide services directly to older adults and family caregivers.

In 1974, UPCAP was designated as the Upper Peninsula Area Agency on Aging (UPAAA). It is the responsibility of the UPAAA to evaluate the needs of older individuals in all 15 counties of the Upper Peninsula and develop plans to address those needs. The UPAAA also develops, coordinates, and administers a variety of programs and services to help them fulfill their mission, which is to 'advocate for and provide services to older adults residing in the Upper Peninsula so that they can lead independent, meaningful lives in their own homes and communities for as long as possible.'

## Objective

The purpose of this open and competitive request for proposals (RFP) process is to identify and fund quality providers of services to older individuals in their community.

Older individuals are defined as person age 60 years and older, unless otherwise allowed under eligibility criteria for a specific program. Services must be targeted to older individuals who are in greatest social and economic need, with particular attention to low-income minority individuals and individuals residing in rural areas.

Indicating factors for these are as follows:

**Social Need** – isolated, living alone, age 75 or older, minority group member, non-English speaking, etc.

**Economic Need** – eligible for income assistance programs; self-declared income at or below 125% of the poverty threshold, etc.

**Functional Need** – handicapped (as defined by the Rehabilitation Act of 1973 or the Americans with Disabilities Act), limitations on activities of daily living, mental or physical inability to perform specific tasks, acute and/or chronic health conditions, etc.

## RFP Specifications

The UPAAA will only entertain proposal requests for those services identified within its approved 2020-2022 Multi-Year Plan (MYP). The MYP identifies the following services that will be prioritized for receipt of traditional contract funding with the UPAAA:

Access Services: Transportation

Nutrition Services: Congregate Meals, Home Delivered Meals

In-Home Services: Home Care Assistance (Personal Care), Homemaker Aide, Respite Care, Chore Services

Community Services: Adult Day Care, Legal Services, Long Term Care Ombudsman, Elder Abuse Prevention, Disease Prevention & Health Promotion.

Caregiver Services: Respite, Adult Day Care (incl. transportation), Caregiver Education & Training, Kinship Support Services

A list of available funding by service and geographic area (*Proposed Funding & Units of Service Section*) can be found in **Appendix A**.

### **Eligible Applicants**

Organizations eligible to apply for funding under this RFP include non-profit corporations, private for-profit corporations, and units of general purpose government or agencies thereof, who have the capacity to meet the requirements for service delivery as outlined in the Michigan Aging and Adult Services Agency (AASA) Operating Standards for Service Programs (found at [www.upcap.org](http://www.upcap.org) under the section Area Agency on Aging/Resources), and applicable regulations and policy.

Debarred/suspended parties are not eligible to apply for funding.

Organizations with the capacity to provide services directly to participants are preferred. In certain circumstances, waivers to use subcontractors may be approved by the UPAAA.

### **Contract Period & Continuation**

Multi-Year contracts will cover a period of three years (October 1, 2019 to September 30, 2022), coinciding with the three-year funding cycle under which the UPAAA FY 2020-2022 Multi-Year Plan (MYP) is approved. There will be three 12-month budget periods within the multi-year contract, beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>. New funding proposals will be requested annually of Contractors for the subsequent two budget periods.

Contract continuation for FY 2021 and 2022 will be based on the following:

1. Availability of funds from AASA;
2. Successful fulfillment of contract serving and spending levels in the current contract;
3. Results of fiscal and programmatic quality assurance assessments;
4. Any other criteria that may affect contract performance;
5. Complete submission of specific materials by the Contractor for the second and third years, which may include (but not limited to):
  - a. Anticipated program changes and updates, as applicable;
  - b. Budget information, updates and revisions;
  - c. Contract revisions, as applicable;
  - d. Any additional information the UPAAA requests.

Upon the UPAAA Board of Directors approval of contract continuation, a Notice of Annual Contract Award will be issued for the applicable year of the three-year funding cycle.

## **RFP Submission**

### **Letter of Intent to Apply for Funding**

Only eligible organizations responding to this Multi-Year RFP with a 'Letter of Intent to the U.P. Area Agency on Aging' for funding services to older adults by May 31, 2019 will be considered. Letters of Intent must state the service(s) and geographic area applying for. Application information and forms are available at [www.upcap.org](http://www.upcap.org) under the Area Agency on Aging tab, by June 3<sup>rd</sup>, 2019. Applicants not meeting proposer eligibility will be notified in writing. All others will be mailed a bid/application packet by June 3, 2019. Applicants may choose to use the paper applications mailed to them, or utilize the fillable forms available online at [www.upcap.org](http://www.upcap.org).

### **Application Submission & Deadline**

Applicants will submit **two (2) copies** of their completed application with original signatures in those areas where a signature is required. Applications must be submitted with the "Cover Page" of the application on top, stapled in the left-hand corner, and must not be in a folder or binder of any type. Applications will include all attachments requested and required with each set of copies.

Applications will not be accepted after **4:00 PM on Friday August 2, 2019**. Any applications received after the due date will be returned. If, after awards are granted by the UPAAA and there remain funds that have not been awarded, the UPAAA may initiate a new RFP process for the unallocated funds.

### **Additional/New Request for Proposal**

The UPAAA retains the option to issue an additional or new RFP before the completion of the three-year funding cycle. This additional or new proposal may be issued due to (but not limited to) any of the following conditions:

1. Inadequate Contractor performance;
2. Subsequent amendments to the FY 2020-2022 Multi-Year plan;
3. Significant changes in the scope and nature of the service to be provided as it relates to state or federal requirements;
4. Particularly competitive service environment, which may offer the UPAAA the opportunity for significant cost savings and/or significant potential for increased service delivery;
5. Significant change in the Contractor's administrative authority or organizational structure;
6. The UPAAA Board of Directors determines there is a need for an additional Contractor
7. Significant changes in available funding through the UPAAAA.

### **Proposal Review & Evaluation**

The UPAAA will review and evaluate proposals submitted (1) during the open and competitive first year of a Multi-Year Request for Proposals (RFP), (2) when an additional or new RFP is issued before the completion of the three-year funding cycle, and (3) as needed for contract renewal.

All applicants deemed complete and accepted for further consideration by the UPAAA are evaluated by a team of at least three (3) UPAAA staff, according to the RFP Proposal Review Criteria (see **Appendix C**) and on the priorities outlined in the Multi-Year Plan, the MI AASA Operating Standards for Service Programs, the applicant agency's ability to provide the service(s), other applicable rules and regulations, and the merits of the application that best serves the mission of the UPAAA. Award recommendations of the UPAAA staff are then presented to the UPCAP/UPAAA Board of Directors for review and approval.

Awards shall be made to the proposal(s) that is most responsive to the RFP and is most advantageous to the UPAAA with all factors being considered, including costs. Any proposal may be denied at the determination of the UPAAA Board of Directors.

### **Notification of Award Approval or Denial & Appeals Process**

All applicants will be notified in writing of funding approval or denial within ten (10) calendar days of the UPAAA Board of Directors decision. Applicants who have been denied funding will have the opportunity to appeal this decision (see **Appendix D**, UPAAA Contract and Administrative Appeals policy) Successful applicants will be sent two (2) original copies of each of the UPAAA Standard Multi-Year Contract for Aging Services (see **Appendix E**) and Notice of Contract Award. One set of copies must be signed and returned to the UPAAA prior to the release of any funds.

Applicants who have been denied funding will have the opportunity to appeal this decision. Instructions on the appeal process can be found in **Appendix D**. Additionally, organizations that are not awarded funds through this RFP process may be approached by UPCAP to provide services through direct purchase of service agreements where service is purchased on behalf of UPCAP's MI Choice Waiver and Care Management participants.

### **Contract Terms & Conditions**

The Contractor shall commence the delivery of service for the level of units and/or participants, and in the manner described in the Contractor's application, under a negotiated contract and following the requirements for service delivery as outlined in the Michigan Aging and Adult Services Agency (AASA) Operating Standards for Service Programs (found at [www.upcap.org](http://www.upcap.org) under the section Area Agency on Aging/Resources), using the funds available to the UPAAA and the Contractor.

Please refer to the UPAAA's Standard Multi-Year Contract for Aging Services boilerplate language in **Appendix E** for Contractor responsibilities regarding performance, records and reporting, and financial management procedures.

# Application Instructions

## General Instructions

1. Paper applications have been mailed to all organizations submitting a Letter of Intent to UPCAP. Only sections related to the services the organization is requesting to provide are included in each packet. **Fillable electronic application sections can be found at [www.upcap.org](http://www.upcap.org) under the UPAAA tab 'Doing Business with UPCAP.'**
2. Whether paper or electronic applications are used, all applications must be typed and printed out, with appropriate signatures included in all required locations (General Section, pg. 5)
3. Applicants must include sufficient detail when responding to each question. Be clear, concise, providing adequate information to allow proposal reviewers to make an informed evaluation.
4. All questions must be completed, unless otherwise stated as per the service category. Any questions not completed may delay or prohibit approval of this application.
5. **A letter signed by the Chairperson or President of the governing body or agency, indicating the application has been reviewed and approved must accompany this application.**
6. Use the application checklist (see **Appendix F**) to ensure the proposals are submitted correctly and completely, and include all required attachments. Do **not** return the checklist to UPCAP.
7. Review the Aging & Adult Service Agency's **Operating Standards for Service Programs** found at [www.upcap.org](http://www.upcap.org) under the Area Agency on Aging tab. Please be sure your organization is able to adhere to all standards for those services you are submitting an application.
8. To receive consideration, applications must be delivered to UPCAP/UPAAA at P.O. Box 606, Escanaba, MI 49829 **no later than 4:00 PM EST on August 2, 2019.**

If you have any questions about the application material or the application process itself, please contact Sherry Whitman, UPAAA Grant Manager, at 906.217.3030 or [whitmans@upcap.org](mailto:whitmans@upcap.org).

---

### **Cover Page**

To be completed by all applicants.

### **General Section**

To be completed by all applicants. A signature is required on page 5, Terms and Conditions.

### **Proposed Funding & Units by Service**

To be completed by all applicants except Legal Services & Caregiver Training & Education (which have a similar chart within their own application sections). Applicant first completes the Direct Care Cost Calculation Form (instructions for this form can be found in **Appendix B** of this document) to determine the cost of providing an hour of service. Applicant then determines their unit rate (which should be more than the direct care cost) and enters the amount of funding being requested for the services applying for, in each geographic area (county) the applicant intends to serve. More specific instructions are attached to the form (s).

### **General Requirements for all Service Programs**

To be completed by all applicants. For targeting questions, applicants should review the U.P. Demographic Data charts found at [www.upcap.org](http://www.upcap.org) under the AAA tab 'Doing Business with UPCAP.'

### **Specific Service Sections**

Applicants must complete the following sections specific to only those services for which they plan to apply:

- Chore
- Homemaker Services
- Home Care Assistance (Personal Care)
- Transportation
- Nutrition Services
  - General Questions for Congregate & Home-Delivered Meals
  - Congregate Meals Specific Questions
  - Home-Delivered Meals Specific Questions
  - Nutrition Services Budget: *Include one budget for each proposed service, per county*
- In-Home Respite
- Adult Day Services
- Supplemental Questions for Caregiver Respite (Tobacco) & National Family Caregiver Support Program funding (*Respite & Adult Day Care only*)
- Caregiver Education & Training
  - Including Proposed Agency Funding & Units per county
- Legal Services
  - Including Proposed Agency Funding & Units per county
- Kinship Support Services
  - Including Proposed Agency Funding & Units per county



## **Appendices**

- Appendix A: UPAAA FY 2020 Available Funding by Service/Geographic Area
- Appendix B: UPAAA Unit-Rate Reimbursement Detail/Direct Care Cost Calculation
- Appendix C: UPAAA Proposal Review Criteria
- Appendix D: UPAAA Contract & Administrative Appeals Process
- Appendix E: UPAAA Multi-Year Master Contract Boilerplate
- Appendix F: UPAAA FY 2020-2022 Multi-Year RFP Application Checklist

Appendix A: UPAAA FY 2020 Available In-Home Funding by Service/Geographic Area

**FY 2020 PROPOSED ALLOCATIONS**

	HOME CARE ASSISTANCE	HOME-MAKER	RESPIRE	GENERAL	TOTAL IN - HOME FUNDS
ALGER CO	\$7,352	\$7,352	\$4,377	\$33,435	\$52,517
BARAGA CO	\$6,176	\$6,176	\$3,647	\$28,115	\$44,114
CHIPPEWA CO.	\$17,704	\$17,704	\$10,803	\$80,247	\$126,458
DELTA CO.	\$20,682	\$20,682	\$12,651	\$93,714	\$147,729
DICKINSON CO.	\$14,454	\$14,454	\$8,785	\$65,551	\$103,245
GOGEBIC CO.	\$11,500	\$11,500	\$6,952	\$52,193	\$82,145
HOUGHTON CO.	\$16,086	\$16,086	\$9,798	\$72,932	\$114,904
IRON CO.	\$10,543	\$10,543	\$6,358	\$47,863	\$75,306
KEWEENAW CO.	\$3,316	\$3,316	\$1,872	\$15,182	\$23,686
LUCE CO.	\$5,261	\$5,261	\$3,079	\$23,978	\$37,579
MACKINAC CO.	\$8,738	\$8,738	\$5,237	\$39,700	\$62,412
MARQUETTE CO.	\$28,062	\$28,062	\$17,231	\$127,085	\$200,439
MENOMINEE CO.	\$14,120	\$14,120	\$8,578	\$64,040	\$100,859
ONTONAGON CO.	\$7,172	\$7,172	\$4,265	\$32,621	\$51,231
SCHOOLCRAFT CO.	\$7,042	\$7,042	\$4,184	\$32,031	\$50,299
<b>TOTALS</b>	<b>\$178,209</b>	<b>\$178,209</b>	<b>\$107,818</b>	<b>\$808,687</b>	<b>\$1,272,924</b>

**UPAAA UNIT-RATE REIMBURSEMENT DETAIL  
DIRECT CARE COST CALCULATION**

The purpose of this form is for the applicant to inform the UPAAA of their cost to produce an hour (unit) of service. A separate form must be completed for each service requested unless more than one service will have the same unit rate. ***Note:* All services EXCEPT Legal Services & Caregiver Training & Education will be unit-rate reimbursed and must be reported through the NAPIS System.**

1. Expense and revenue figures must be reported as a component of the total cost of producing a single unit. Applicants are encouraged to develop a budget for each service in order to accurately determine the level of reimbursement that needs to be requested.
2. The total cost to produce a unit must be reflective of the actual cost to produce a unit of service. **Units provided through other resources cannot be reimbursed with Aging Services funding.**
3. Do not allocate any costs to Program Income. Though providers must make an effort to collect program income, such revenue will not become part of the approved unit rate. Program income will instead be used to expand the number of units provided under the program. Example: The approved unit rate is \$10.00. Over the course of the fiscal year, \$200.00 in donations are received. The provider will then be required to produce an additional 20 units without additional reimbursement. *Program income is to be reported on a quarterly basis using the UPAAA Subcontractor Local Match & Program Income Report form, available electronically in an Excel format at [www.upcap.org](http://www.upcap.org) under the tab Doing Business with UPCAP.*
4. Total Administrative Costs (Supervisory & Indirect) **is not included on this form and will be calculated by the CFO @ UPCAP.** Direct labor costs are those costs directly associated with the provision of services. Direct staff costs must be accurate and may be subject to an audit. For the purpose of this agreement, direct labor costs are defined (but not limited to) the following:

Direct staff base wages, fringe benefits such as FICA, unemployment, workers compensation, health/dental/disability insurance, retirement, mileage, travel (non-productive time), overtime, holiday & vacation time, and shift differentials. Additional costs which may be allowable as direct labor costs might include the cost of payments to conferences/training attended by non-supervisory staff. All other costs shall be deemed as either supervisory or indirect administrative costs unless specifically agreed by both parties.
5. It is expected that all costs associated with the production of a unit of service will be reflected in your bid. Should any applicant that faces competition during a particular funding cycle submit misleading information regarding their costs, which has the effect of lowering their bid price, the UPAAA will refuse that bid. If an award is made and a contract executed prior to discovery of a misleading bid, the portion of the executed contract that is based upon misleading information will be immediately terminated and a new Request for Proposals issued. An example of what would be construed as a misleading bid follows: An agency seeking UPAAA funding already receives funds through a local millage for senior programming. This agency has a personal care unit cost of \$12 and is competing with another agency that may be able to provide this service for less money. To make its bid appear more competitive, \$8 is reported to UPAAA as the total unit cost without disclosure that local aging monies are paying for 1/3 of the actual cost.
6. The Hourly Direct Care Cost Calculation Form is available electronically in an Excel format at [www.upcap.org](http://www.upcap.org) under the AAA tab, 'Doing Business with UPCAP.'

Appendix C: Proposal Review Criteria

UPAAA PROPOSAL REVIEW CRITERIA AND REQUIREMENTS

All Service Programs

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
1. Applicant clearly identifies the important issues regarding each of the individual services the applicant intends to provide, while addressing Area Plan priorities regarding these issues. (20)	_____
2. Applicant proposes a plan of action that adequately addresses this concern(s) in designated target areas, with clearly specified and realistic objectives stated in measurable terms within specific time frames. Units of service are to be provided uniformly and consistently throughout the contract period. (20)	_____
3. Cost per unit of each service is accurately computed and competitive with those proposed by other U.P. applicants. Applicant and application are in compliance with Office of Services to the Aging (OSA) <i>Minimum Standards and Service Definitions</i> and/or AAA <i>Minimum Standards and Service Definitions</i> . (20)	_____
4. Applicant provides evidence of coordination with other human service providers in the referral and service delivery process. (10)	_____
5. Individuals who are frail, handicapped, low income, and minority are specifically targeted to receive services. (10)	_____
6. Staffing and levels of expertise are appropriate in terms of services to be provided, and services are client directed. (10)	_____
7. Proposed services proportionally address AAA Area Plan priority needs relative to each funding source. (10)	_____

SUPPLEMENTAL APPLICATION REQUIREMENTS CHECKLIST:

*“No” responses to any of the following statements/questions will result in the withholding of contracts.*

1. Outstanding compliance issues have been adequately addressed or are being addressed. (Existing contractors only.)	Yes	No
2. The budget provides for the required local match and the application includes verification of local match.	Yes	No
3. Was a copy of applicant’s insurance policy showing UPAAA as ‘certificate holder’ submitted to UPAAA? (Existing contractors only)	Yes	No
4. Was a copy of agency’s recent audit submitted to the AAA?	Yes	No
5. The agency is or will be utilizing the UPAAA NAPIS In-Home Assessment process?	Yes	No

NOTE: 65 or less points will be considered a failing score and applications will be rejected.

## Appendix D: Contract & Administrative Appeals Process

### UPPER PENINSULA AREA AGENCY ON AGING APPEALS PROCEDURE

(14) POLICY NAME: Appeals Procedure

PURPOSE:

The Aging and Adult Services Agency (AASA) has issued Operating Standards for Area Agencies on Aging. These standards require Area Agencies on Aging to develop operating procedures, including procedures for appeals and appeals hearing. This policy shall be used to file an appeal for any of the following: contract probation, suspension, termination; denial of an application for funding; or certain administrative actions as defined below.

AUTHORITY:

The Aging and Adult Services Agency Rules for State and Local Programs on Aging, R 400.20107; Office of Services to the Aging Operating Standards (Aging and Adult Services Agency) for Area Agencies on Aging

I. Hearing Body

A five-person committee composed of two appointed AAA Executive Committee members and three appointed AAA Advisory Council members (including the Advisory Council Chairperson) shall act as the Appellate Body for all contractor and service provider appeals. The current Chairperson of the Advisory Council shall act as Presiding Officer of the Appellate Body.

II. Appeal Procedures for Contract Probation, Suspension, Termination and/or Denial of Funding Applications.

A. Filing an Appeal

1. Written notices regarding decisions made by the Area Agency on Aging will include a statement notifying the affected parties of the right to appeal. Such notice will also state that information or criteria upon which the Area Agency's decision was based is available for review by affected parties. Written notice of the right to appeal will be sent to the affected agency within seven (7) calendar days of the formal action.
2. Requests to appeal a decision of the Board of Directors or staff of the AAA must be filed in writing within ten (10) calendar days following receipt of the notice of the decision upon which the appeal is based. Such requests must be filed with the AAA, attention AAA Director, located at 2501 14th Avenue South, P.O. Box 606, Escanaba, Michigan 49829. The Area Agency will issue a receipt indicating the request for appeal has been received. The Area Agency will submit a copy of the request to appeal to the Director of AASA within seven (7) calendar days of receipt.
3. Requests for appeal must contain a copy of or reference to the specific decision upon which the appeal is based and a rationale for requesting the appeal.

B. Termination of Requests for Appeal

1. Appellate Body reserves the right to deny a request for appeal for failure to comply with UPAAA's established appeal procedures, including submission of a written appeal request within the time frame listed in this procedure.

2. An appeal may be withdrawn by mutual consent of the Appellant and Area Agency on Aging. The mutual consent of both parties must be in writing and signed by the Director of the Appellant and the Director of the Area Agency. Withdrawal of the appeal by mutual consent affirms the decision of the AAA on which the appeal was initiated.

C. Hearing Process

1. If none of the conditions stipulated in Section B apply, UPAAA will determine the location, date and time of the appeals hearing. The hearing will be held within thirty (30) calendar days of the date the appeal was received by the Area Agency. The UPAAA will notify the Appellant of the location, date and time of the hearing within ten (10) calendar days of receipt of the request for appeal. The notification will be made at least ten (10) calendar days prior to the date the hearing is scheduled, unless other arrangements are mutually agreed upon by both parties. The Appellant must be prepared to present testimony on the date and time prescribed by the Body, including the presentation of any documents that will be used on the Appellant's behalf during the course of the hearing. If a designated representative will appear instead of the Appellant, the Presiding Officer must be notified at least five (5) calendar days prior to the hearing.
2. The hearing shall be open to the public. The Appellate Body reserves the right to limit the number of persons attending the hearing if space or seating capacity restrictions necessitate such action. Such limitations may apply to both parties, their representatives, and the general public, as deemed appropriate by the Body.
3. Hearings will be chaired by the Presiding Officer of the UPAAA Advisory Counsel. The following basic agenda will be issued:
  - a. Presiding Officer reads the request for appeal and the decision upon which the request is based;
  - b. Appellant testimony;
  - c. Area Agency on Aging testimony;
  - d. Appellant rebuttal;
  - e. Area Agency on Aging rebuttal; and
  - f. Appellate Body Deliberation.

At their discretion, the Appellate Body may establish limits on the amount of time allotted for Items b. through e. of the agenda indicated above. Time limits will be applied equally to both Appellate and Area Agency on Aging. The Appellate body reserves the right to question both parties.

4. The Appellant and the AAA will provide copies of documents to be discussed during the hearing to the Appellate Body at least five (5) calendar days prior to the hearing. The hearing records will be maintained by the Area Agency and will be available for review by the Appellant at the Area Agency office during regular business hours. Hearing documents cannot be removed from the Area Agency Office.
5. The decision of the Appellate Body will be presented to the AAA Board of Directors (AAA Governing Board) for action no later than the second Board

meeting following the date of the Appellate Body decision. The Board decision will be forwarded in written form by certified mail to the Appellant. The full processing of an appeal, from the date of notice to the applicant/provider agency of the right to appeal an AAA decision to the mailing of the full Board's decision to the Appellant shall not exceed sixty (60) calendar days.

6. When the decision being appealed results in a change in providers for any project area, the appeal proceedings must be completed, through final full Board decision, by no later than thirty (30) days before the beginning of the fiscal year. If completion of the local appeal is not accomplished within this time frame, the contract of the existing provider will be extended until the appeal process through the state level has been completed. The exact length of the contract extension shall be established by the Director of AASA.
7. When giving notice of the AAA Board's decision to the appellant, a copy of the current State Appeal Policy will be provided. In the event of the AAA Board decision being unacceptable to the appellant, procedures as outlined in the State policy will govern further action concerning the appeal.

### III. Administrative Appeals Procedure

- A. The following steps apply to the appeal of an administrative action that requires a contractor or service provider to perform, produce or take action in addition to, or beyond, the provisions of the executed contract, applicable area agency and statewide operating standards, the Rules for State and Local Programs on Aging, the Older Michiganians Act, or the Older Americans Act.
  1. The Area Agency shall provide written notice to all contractors and service providers of the administrative appeals process, which may include furnishing a copy of the U.P. Area Agency appeals procedure.
  2. The Area Agency shall provide written notice that contractors or service providers may appeal administrative actions as defined above to the Area Agency's governing board, the UPCAP Board of Directors. Such notice shall be given at the time such administrative action(s) is formally taken.
  3. The contractor or service provider must file a written request to appeal such action to the Area Agency within ten (10) calendar days following receipt of the formal notice.
  4. A copy of the request to appeal shall be submitted by the Area Agency to the Director of AASA within seven (7) calendar days of receipt of the written request.
  5. The Area Agency shall provide written notice to the Appellant of the Area Agency governing board's determination within thirty (30) calendar days of the date an appeal is filed. The said written notice must include a statement that the Appellant may appeal the decision to AASA within ten (10) calendar days of receipt of the notice.

### IV. Other Disputes

The general Appeals Procedure and Administrative Appeals Procedure do not cover all potential disputes between UPAAA and its grantees. Further, AASA has limited the scope of their appeals process for Area Agency on Aging grantees to the types of disputes that are described in Sections II and III of this procedure.

Where a grantee believes it has been damaged by a decision of the UPAAA that is not eligible for the appeals described in Sections II and III, the grantee has the following options:

1. accept the decision;
2. request reconsideration by the UPAAA;
3. external legal action/resolution.

Option #2, reconsideration by the UPAAA will only be considered in instances where the grantee possesses new information that may lead the UPAAA to reverse their previous decision.

#### APPEAL HEARING PROCEEDINGS PROCEDURE AND RULES

Appeal panel members are introduced and read into the record. Names of the APPELLANT and the DEFENDANT and organizations they represent are to be read into the record.

The following should be read aloud at the beginning of the hearing:

"The procedure for the conduct of this hearing is as follows:

1. The Appellant will be allowed 30 minutes to present testimony.
2. The Defendant will be allowed 30 minutes to present testimony.
3. Each party shall be permitted the opportunity to cross-examine witnesses (10 minutes).
4. The Appellant and Defendant will each be allowed a ten-minute summation (rebuttal) period after all testimony and/or evidence has been presented.
5. Appeal Panel members may ask questions of the Defendant, Appellant and/or witnesses or interested parties, as necessary."

Appeal proceedings are terminated by the Chair of the Appeal Panel.

Rev. 9/16



Upper Peninsula Area Agency on Aging  
FY2020-2022  
AGING SERVICES MASTER CONTRACT

---

THIS MASTER CONTRACT is made and entered into by and between UPCAP/Upper Peninsula Area Agency on Aging (hereinafter referred to as the “UPAAA”) and \_\_\_\_\_, (hereinafter referred to as the “PROVIDER”), and effective October 1, 2019 to September 30, 2022.

STATES AND WITNESSES THAT

WHEREAS, the UPAAA has entered into a Contract with the Michigan Department of Health & Human Services/Aging & Adult Services Agency (hereinafter referred to as AASA), and is responsible for the planning, development, implementation and administration of regional services to the older adults within the counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft, pursuant to the Older Americans Act of 1965 and all subsequent amendments; and

WHEREAS, the UPAAA, in developing comprehensive and coordinated services to older adults within the Upper Peninsula, desires to engage the PROVIDER to render services in accordance with the UPAAA FY 2020-2022 Multi-Year Plan and the functions set forth in this Contract detailed hereinafter;

NOW THEREFORE, be it mutually agreed that:

**I. STATUTORY AND REGULATORY COMPLIANCE**

All UPAAA funded programs, services and their contracted PROVIDERs shall be subject to all applicable provisions of the Older American’s Act, as amended, and the regulations and policies pertaining thereto; to all other applicable federal laws and regulations, including applicable licensing regulations; to policies of the Administration for Community Living (hereinafter referred to as ACL); to policies and standards of AASA; to policies, procedures and standards of the UPAAA; and to all other applicable state and local laws.

PROVIDER agrees to comply with all rights and laws listed or referred to within the Contract and also as attested to in **Appendix I** of this contract (‘Assurances’).

**A. Compliance with Civil Rights, Other Laws**

PROVIDER shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, national origin, age, sex, gender identity, height, weight, or marital status pursuant to the Elliott-Larson Civil Rights Act of 1976, P.A. 453, Section 209.

PROVIDER shall also comply with the provision of the Federal Americans with Disabilities Act, the Michigan Handicappers Civil Rights Act of 1976, P.A. 220, and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-122, 87 stat. 394. PROVIDER shall comply with equal employment opportunity and affirmative action principles, in keeping with Executive Directive 1979-4, and Civil Rights Compliance in State and Federal Contracts.

Further, PROVIDER shall comply with other federal, state, and local laws, regulations, standards, and any amendment thereto, as they may apply to the performance of the Contract. The PROVIDER shall not refuse to provide services for the reasons mentioned above.

**B. Licensure/Certification**

PROVIDER agrees to comply with applicable federal, state and local laws and regulations pertaining to applicable licensing, certification requirements, and/or accrediting standards for programs, employees, and subcontractors supported by UPAAA grant awards.

**C. Elderly Members of Native American Tribes**

PROVIDER must assure that elderly members of Native American tribes and organizations in greatest economic or social need within the agency's service area will receive funded services proportionally equivalent to the services to be received by non-Native American elderly residents.

**D. Drug-Free Work Place**

In accordance with federal regulations, PROVIDER agrees to develop, implement, and enforce a drug-free work place policy. This policy must define the work place, what will be considered to be a drug, when employees are restricted from consuming drugs, when employees may be tested for drugs, and what assistance and/or penalties exist for violating the policy.

**E. Personal or Financial Interest/Conflict of Interest**

Neither the PROVIDER nor any subcontractors shall enter into any agreement or arrangement in connection with this project, or any property included in the project, in which any member, officer, agent, employee, or family thereof has any personal or financial interest, either directly or indirectly. PROVIDER is subject to the "Code of Ethics" utilized by the Michigan Commission of Services to the Aging.

**F. Disclosure of Information**

Upon request by UPAAA, PROVIDER shall submit to the UPAAA all information, which discloses the names of persons with an ownership or controlling interest in the PROVIDER, and past business transactions. The PROVIDER shall further be required to disclose whether any such persons with an ownership or controlling interest in the PROVIDER have been convicted of a criminal offense related to their involvement in any programs under Titles III, XVIII, XIX, or XX of the Social Security Act since the inception of these programs. The UPAAA may, at its option, immediately terminate this contract upon failure of the PROVIDER to make such disclosures.

**G. Suspension/Debarment**

PROVIDER certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at <https://exclusions.oig.hhs.gov>.

Further, PROVIDER agrees to notify UPAAA by **certified mail** should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.

## II. CONTRACTOR RESPONSIBILITIES

### A. Scope of Services

PROVIDER shall perform services set forth in the Annual Notice of Award, which is attached hereto (**Attachment VI**) and made part of this Contract by reference and fully incorporated herein.

PROVIDER agrees to provide units and serve clients in the amounts specified in the attached Annual Notice of Award. Funds and services may not be shifted from county to county, shall be provided at a consistent level throughout the period (total number of units to be provided, divided by 12 months of the contract period) and must adhere to the UPAAA Allocation Method.

PROVIDER shall maintain maximum service delivery capability unless written authorization to the contrary is obtained from UPAAA.

PROVIDER agrees to serve all persons eligible for services under this Contract, regardless of other criteria for services usually applied by the Provider, and further agrees not to refuse services to any person determined to be eligible for services and referred to the Provider for that service identified under this Contract, if funding for that service has not already been exhausted. Provider also agrees to maintain sufficient staff, facilities, equipment, etc., in order to deliver the agreed upon services; and the Provider further agrees to notify the UPAAA if it does not or cannot provide the required quality and/or quantity of services.

### B. Performance

PROVIDER shall commence, or cause to be commenced, the delivery of services as defined in the AASA Operating Standards for Service Programs, upon execution of this contract. The tasks shall be carried out in such sequence as to permit the maximum feasible attainment of the service objectives.

In the event the PROVIDER fails to fulfill the terms and conditions of this contract in a timely and diligent manner as determined by the UPAAA, the UPAAA reserves the right, as its sole option, to reduce or diminish the service herein of the contract and reduce the funding in the manner which reflects such reduction or diminished services.

### C. Staffing and Training

PROVIDER will employ adequate staff in order to deliver contracted services and meet service standards. PROVIDER shall develop personnel policies compatible with those of local government and/or other similar local agencies and in compliance with state and federal regulations.

PROVIDER's staff will participate in appropriate & required training programs, including those offered by the UPAAA or its associated organizations, and including regularly scheduled region-wide provider meetings.

Upon request, PROVIDER shall identify in writing staff persons assigned to serve its clients and submit written identification to the UPAAA. PROVIDER shall have job descriptions for all personnel assigned by PROVIDER to perform the services set forth herein. Said job descriptions shall be provided to the UPAAA upon request and the requirements of said job descriptions shall be fully incorporated herein as terms and conditions of this Contract.

PROVIDER shall be held responsible for conducting **Criminal Background Checks (CBC)** for each employee and volunteer through the Michigan State Police prior to hire and every five years thereafter:

1. CBCs must be completed prior to employment for each staff person/volunteer who will be entering participants' homes.
2. If a CBC contains any convictions of any crime, the agency will immediately notify one of the Quality Assurance Specialists in the Escanaba office to discuss the conviction. A conviction does not necessarily preclude a person from working for an UPAAA participant.
3. If the conviction was for the abuse, neglect, or exploitation of any person, UPAAA will not allow that person to work for any participant receiving services purchased with UPAAA grant funds.
4. If the conviction is for the sale, or use of illegal narcotics, sale of prescription medications, the UPAAA may restrict which participants for whom the employee can work.
5. If the conviction was for driving while intoxicated, UPAAA may restrict this employee from providing transportation services to a participant.
6. All other convictions will be reviewed on a case by case basis.

### **III. CONTRACTOR-PARTICIPANT RELATIONSHIP**

#### **A. Client Eligibility and Service Prioritization**

Unless otherwise required and stated, all persons 60 years of age or older who meet the criteria established By AASA and/or the UPAAA, shall be eligible for any or all services. Priority shall be given to meeting the needs of persons with the greatest economic or social needs, with particular attention to low-income minority individuals and individuals who are frail and at high risk of institutional placement. PROVIDER is expected to attempt to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area.

PROVIDER shall assure that UPAAA Care Management clients receive priority in service delivery. This pertains to placement on waiting lists or to limited service availability where two individuals request a service but where only one slot exists. It does **not** imply that an individual presently receiving a service is to be dropped in favor of the provision of that service to a Care Management client.

#### **B. Client Intake**

PROVIDER shall establish and maintain standard client intake procedures which correspond to established intake procedures as may be developed and adopted by AASA and/or the UPAAA. Such procedures shall be sufficient to enable the UPAAA to report required information to AASA in compliance with NAPIS, and to facilitate timely referrals to local Care Management offices to assure timely and coordinated service delivery.

PROVIDER shall avoid duplicating client assessments. When PROVIDER receives a client referral from any source offering its assessment, PROVIDER shall accept the assessment and seek only such information necessary but not provided by the referral source. Assessments and reassessments received from UPAAA Care Management programs exceed all AASA standards. PROVIDER shall

accept such assessments/reassessments and enter these into their respective client case files with no further assessment/reassessment activity required.

PROVIDER understands that the UPAAA reserves the right to establish service utilization caps for services reimbursed under this Contract and can require PROVIDER to refer individuals whose needs may exceed such caps to the local UPAAA Care Management office. Such requirement does not in and of itself preclude PROVIDER from providing services to the prospective client. In such situations, specific provider selection procedures shall be implemented by the UPAAA Care Management office.

**C. Confidentiality**

The use of disclosure of information concerning service, applicants, or recipients obtained in connection with the performance of the Contract shall be restricted to purposes directly connected with the program implemented by this Contract as required by the Privacy Act of 1974 and as covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). PROVIDER shall report client information to the UPAAA and the UPAAA shall have access to the files, as necessary, to administer programs as long as access is in conformity with the Privacy Act of 1974 and HIPAA with the exception of UPAAA access. Information about or obtained from an individual and in possession of PROVIDER supplying services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent. Disclosure of information to others does not, by itself, abrogate a client's expectation of privacy as protected by the law. Those to whom disclosure is made (other service providers working jointly with an individual) also have a duty to maintain the confidentiality of the disclosure.

**D. Contribution for Services**

When providing social and nutritional services hereunder, PROVIDER shall: (a) afford older persons the free and voluntary opportunity to contribute to all or part of the costs of the services; (b) protect the privacy of each older person with respect to his/her contribution; (c) establish procedures to safeguard and account for all contributions; and (d) shall use program income (client contributions) received from the provision of a service exclusively to expand services (Sec. 315, Older American's Act). All participant contributions must be expended in the fiscal year in which they were collected.

The service recipient shall determine what he or she is able to contribute toward the cost of the service. No older person shall be denied services under this Contract because of failure to contribute. PROVIDER shall receive contributions in such a manner so as not to publicly differentiate among individuals' contributions.

**E. Cost Sharing**

PROVIDER agrees that certain services under this Contract may require utilization of a UPAAA approved Cost Sharing system.

**F. Means Tests**

A means test shall not be used to determine the eligibility of an older person for any service. PROVIDER shall not use a means test to deny or limit a service to older persons unless specifically required by state law or federal regulation.

**G. Feedback from Participants**

PROVIDER shall establish and follow procedures for obtaining the views of participants regarding the provision of services they receive no less frequently than annually. Copies of the most recent survey results shall be available to the UPAAA during the annual program monitoring process.

**H. Client Grievance/Appeal Procedures**

PROVIDER shall create and establish a grievance/appeal procedure for dispute/complaint resolution for; (1) individual program recipients/participants who are unsatisfied with program services; (2) individual program recipients/participants who are satisfied with program services but who have been terminated from the program and/or services; and (3) individuals who have been denied or determined to be ineligible for program services. This shall be a procedure which provides the individual participant or potential participant the opportunity for a hearing before the PROVIDER's governing board, or a committee of PROVIDER's governing board composed at a minimum of three (3) persons, if the participant or potential participant so desires, or if the matter has not been resolved at another stage of the grievance/appeal procedure. If the participant or potential participant is not satisfied with the outcome of the PROVIDER hearing, the individual shall be given the opportunity to file a grievance with the UPAAA.

**I. Services Publicized**

PROVIDER shall publicize its services to target populations and referral agencies by utilizing those means of publicity determined to be most effective in the service area. PROVIDER shall publicize the services provided in a manner calculated to establish linkages with other service providers in the area for continuity of service.

Any promotional material, including films, slides, books, reports, pamphlets, papers or articles based on activities receiving support under the Contract shall contain acknowledgment of AASA and UPAAA funding through state appropriations and/or the Older Americans Act. Promotional material shall also contain a statement that it complies with Title VI of the Civil Rights Act.

Where activities under the Contract result in a book or other copyrighted material, the author is free to obtain a copyright, but ACL, AASA, and the UPAAA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all such material. UPAAA, AASA, and ACL reserve the option of receiving free of charge up to three (3) copies of any publication published as a part of the Contract.

**J. Referral Agencies**

PROVIDER shall provide referral agencies with minimum client eligibility criteria, per service, for the satisfactory referral of clients.

PROVIDER shall refer callers seeking information about community resources that are beyond the scope of services provided by them to U.P. 2-1-1.

PROVIDER shall also make referrals to the U.P. 2-1-1 at the earliest opportunity for participants who need or want information on long term care options and long term care settings.

**IV. RECORDS AND REPORTING**

**A. Client Records**

PROVIDER shall maintain comprehensive and complete client records, kept confidential in a controlled access file. Files shall be made available upon request to AAA Quality Assurance Staff and/or authorized representatives of the AAA, the State of Michigan, and/or the Centers for Medicare and Medicaid Services (CMS). **At a minimum**, client records shall contain:

A copy of the Standardized "NAPIS" assessment and the most recent reassessment, or a copy of the corresponding UPAAA Care Management assessments/reassessments;

Progress notes pertaining to the provision of service, including (but not limited to) missed visits/assignments, family and participant concerns, and/or staffing concerns related to observations of participant(s) in the performance of their assigned duties. Notes shall be written in ink and contain the signature of the employee responsible for the service or correspondence;

Service records must contain the date of service, time service was rendered (start and stop time), a checklist of tasks performed, and signature of staff person performing the services and signature of client receiving the service. Specific notes in response to client, family and/or agency concerns or issues shall be based on a per incident reporting process. Such records shall be viewed as the official billing documentation for payment of service delivery and for audit purposes.

**B. Maintenance of Records**

PROVIDER shall retain, at PROVIDER's cost, all books, records, and other documents relevant to the Contract, for six (6) years after final payment. Federal auditors and any persons duly authorized by the UPAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the six (6) year period and extends past that period, all documents shall be maintained until the audit is completed. The UPAAA shall adjust future payments or final payment if the findings of an audit indicate overpayment to the PROVIDER in the period prior to the audit. If payments are due and owing to the UPAAA, PROVIDER shall immediately refund all amounts which may be due the UPAAA.

**C. Inventory Records**

PROVIDER will keep an inventory of all equipment purchased in whole or in part with program funds with the understanding that the federal and state governments along with the program have proportionate interests in said equipment. Should this Contract between the UPAAA and PROVIDER terminate, the equipment can be reassigned at the discretion of and by the UPAAA. Complete inventory records shall be maintained, updated, and filed with the UPAAA.

**D. Examination of Records**

PROVIDER shall permit the UPAAA, AASA, ACL, the Michigan Department of Health and Human Services (hereinafter referred to as MDHHS), the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers, or other records of the Provider which are pertinent to the Contract, in order to make audit examination, excerpts, or transcripts so long as such is in conformity with the Privacy Act of 1974. Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program.

**E. Program Assessment & Evaluation**

The UPAAA shall conduct a quality assurance review (assessment) of the Provider at least annually. This assessment shall include compliance with Contract objectives and requirements, state standards, fiscal procedures, and quality of services. Written feedback will be given to the PROVIDER in a timely manner. If necessary, corrective action plans shall be submitted in accordance with UPAAA policy.

The UPAAA and PROVIDER understand and agree that the UPAAA may exercise the right to evaluate PROVIDER's performance of program services or assess program services provided to individual program participants independently of PROVIDER and without notice to PROVIDER, using any mechanism for said evaluation or assessment the UPAAA so chooses. The assessments on both fiscal and program performance will be used as the basis for any continued funding of the PROVIDER.

## F. Reporting

The PROVIDER agrees to submit timely program and financial reports in a format approved by the UPAAA.

1. NAPIS Reports: Unless otherwise required and stated, the PROVIDER shall submit ongoing reports to the UPAAA utilizing the NAPIS system which shall include, but not be limited to, units of service provided, number of clients served, age, gender, race, name, address, telephone number, emergency contact, estimated income level, if handicapped, if socially isolated, and progress toward achieving goals. Failure to submit timely and accurate reports shall be considered grounds for invoking procedures set forth in Section VIII herein.
2. Waiting List Report: PROVIDER agrees to complete this quarterly online report via NAPIS as per the current UPAAA Waiting List Policy Forms and Instructions.
3. Program Income & Match Reports: Provider shall track and report Program Income and Match on a quarterly basis, and submit this information on the appropriate report form to the UPAAA on or before the 7<sup>th</sup> day following the end of each Contract year quarter (January 7<sup>th</sup>, April 7<sup>th</sup>, July 7<sup>th</sup>, October 7<sup>th</sup>). In accordance with UPAAA Policy, failure to submit reports on or before their due date may result in the temporary withholding of funds.

PROVIDER must also submit an annual Financial Statement showing the utilization (spending) of Program Income within the funding source from which it was generated. This Financial Statement shall be submitted within 31 days after the end of the Contract year (October 31<sup>st</sup>).

4. Nutrition Reports (If applicable): PROVIDER agrees to complete the USDA Congregate Monthly Meal Report (due the 7<sup>th</sup> of the following month) and the Quarterly Nutrition Statistics report (due the 7<sup>th</sup> of the month following the end of each quarter) using the UPAAA forms developed for this purpose.
5. Financial Reports – Non Unit Based Services: PROVIDER agrees to collect statistical data of a fiscal nature on a monthly basis and to make fiscal statistical reports at times prescribed by and in a form acceptable to the UPAAA. The PROVIDER shall submit to the UPAAA on or before the 7th day following the end of each quarter a report of financial expenditures for services performed during that quarterly period. In accordance with AAA policy, failure to submit reports on or before their due date may result in the temporary withholding of grant funds.
6. Close-Out: Within forty (40) days after conclusion or termination, PROVIDER shall provide the UPAAA reports required as a condition of the Contract. The UPAAA shall make payments to PROVIDER for allowable reimbursable costs not covered by previous payments. The PROVIDER shall immediately refund to the UPAAA any payments or funds advanced to the PROVIDER in excess of allowable reimbursable expenditures.

In accordance with UPAAA policy, a year-end performance review and expenditure analysis may be conducted. Its purpose is to determine whether PROVIDER's performance under the terms of this Contract is satisfactory. Unsatisfactory performance may result in denial of a portion of claimed reimbursement.



**G. Reporting of Units**

Units of service funded in whole or in part by UPAAA resources that are reported to the UPAAA as units produced under the terms of this Contract may not be reported or represented to any other entity or group as having been produced, in whole or in part, from resources provided by that entity or group.

**V. CONTRACTOR REIMBURSEMENT**

**A. Compensation**

The UPAAA agrees to pay the PROVIDER up to the amount identified in the most recent Notice of Contract Award. This amount shall constitute full and complete compensation for the PROVIDER's services, costs and expenses for the duration of this contract. All payments will be based on PROVIDER performance and negotiated cost reimbursement agreements. In no event will the total compensation exceed the maximum sum stated in the Notice of Contract Award and budget for all the services, costs and expenses incurred.

PROVIDER agrees to contribute the local match specified in the contract budget, as required during the contract period. Federal and/or State funds are not earned until the required match has been received and appropriately applied.

PROVIDER agrees that under no circumstances shall funding under this Contract be used to support programs and/or services outside of this Contract and the Annual Notice of Award.

**B. Duration of Financial Support**

Awards to PROVIDER to conduct activities shall be approved for a maximum of one (1) year at a time. Duration of support for activities is dependent upon the needs of older persons and/or adults over 18 years of age who are disabled, how well the project is meeting its stated objectives, assessment results, whether local matching funds meet the required ratio and the availability of funds. Total amount of service funds awarded under the contract is subject to adjustment and such adjustment may be applied by the UPAAA as an increase or reduction in the award. Annual funding for services is designated on a competitive bid basis and, as such, PROVIDER is aware that entering into this Contract is no guarantee of continued funding beyond the period of the Annual Notice of Award under this Contract.

Before continued support is awarded for any subsequent year, the UPAAA shall conduct an assessment of the project to determine whether the objectives of the project were met and if substantial efforts have been made to attract other financial resources for the continued support of these services and with sufficient cause as determined by the UPAAA. The UPAAA and the PROVIDER agree that a fiscal audit and review may be initiated at any time during an Agreement period and/or following termination of an Agreement.

**C. Method of Payment**

Upon written request, an advance payment may be made to the PROVIDER at the beginning of the Annual Notice of Award period based upon projected expenses for the first month. Subsequent payments for unit-rate reimbursed services shall be made as earned by the PROVIDER. Unless specifically waived by the UPAAA, evidence of completed work for unit-rate reimbursed services will be recorded by the PROVIDER utilizing the NAPIS reporting system.

Payments for unit-rate reimbursement services shall be based upon the annual negotiated unit rate and the approved components, the number of units provided, PROVIDER performance, cash requirements, and cash balance on hand. Reports required by Provision IV shall be received and approved by the UPAAA before the release of monthly payment to the Provider.

**D. Multiple Funding**

PROVIDER warrants and assures that the services provided under this Contract are in addition to those which would be available from PROVIDER absent funding from the UPAAA. Under no situation shall units and services provided under this Contract be reported for reimbursement from another funding source. The funding for services under this Contract shall be the sole source of funding unless specifically and clearly stated otherwise in this Contract and/or PROVIDER'S approved application for funding.

**E. Funds Availability**

Expenditures under this Contract shall be payable subject to the availability of funds. If funds become unavailable for any reason, performance of services hereunder shall no longer be required of PROVIDER. This right of the UPAAA to terminate funding for the above reasons is unilateral, unconditional, and absolute. When funds become unavailable to the UPAAA, funding under the Contract shall terminate immediately upon written notice to PROVIDER. PROVIDER shall be reimbursed for all authorized expenditures up to the effective date of termination. With the exception of unit reimbursed services, expenditures shall only be authorized and reimbursed on a pro-rata basis according to the elapsed time period on the Contract prior to termination. PROVIDER shall not be reimbursed for any overspending prior to termination.

**F. Reprogramming of Funds**

The UPAAA and PROVIDER shall be responsible for fiscal planning to detect overspending or under-spending. If designated funds for a service category are under spent by 10% or more per quarter, the UPAAA reserves the right to require planning or modification or to recapture the under-spent portion or take other appropriate action.

**D. Multi-Year Contract Continuation**

Contract continuation for FY 2021 and 2022 will be based on the following:

1. Availability of funds from AASA;
2. Successful fulfillment of contract spending and serving levels in the current budget period (Oct. 1, 2019-Sept. 30, 2020 and Oct. 1, 2020-Sept. 30, 2021);
3. Results of fiscal and programmatic assets;
4. Any other criteria that may affect contract performance
5. Submission of specific material by the PROVIDER for the 2<sup>nd</sup> and 3<sup>rd</sup> years , which may include but is not limited to:
  - a. Anticipated program changes and updates, if applicable;
  - b. Budget information, updates and revisions;
  - c. Contract revisions, as applicable and as per Section IX of this contract
  - d. Any additional information the UPAAA requests not contained in the original application.

Upon UPCAP/UPAAA Board of Directors approval of contract continuation, a new Notice of Contract Award and potential 'stipulations' related to performance in the past year will be issued to the PROVIDER, to be made part of this Multi-Year Aging Services Master Contract.

## **V. FINANCIAL MANAGEMENT PROCEDURES**

### **A. Financial Management System**

PROVIDER shall use generally accepted accounting procedures and practices, which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of the Contract. Financial books and records shall be maintained on either the accrual or cash method of accounting. PROVIDER shall utilize a cost allocation system which is acceptable to the UPAAA. Accounting records should be maintained on a service by service level, all revenues and expenditures must be tracked in the accounting system by each contracted service category. The system should provide a summary of revenues received and expenditures incurred by service category. The accounting system should also have the capability to generate a report indicating any profit generated or loss incurred for each service being provided under this contract. Revenues should include grant monies, program income, cash match and any other source of revenues used to cover program expenditures.

### **B. Document Accountability**

All costs charged to this contract, including any approved services provided by subcontractors, shall be supported by properly executed payroll, time records, invoices, contracts, vouchers, or other evidence in proper detail. Any check or order drawn by the PROVIDER with respect to any item which is or will be chargeable against the project budget will be drawn only in accordance with a properly signed voucher stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project budget shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from other such documents.

### **C. Program Income**

PROVIDER shall consider the contributions described herein as Program Income and PROVIDER shall not expend such Program Income except for the purpose of expending, increasing and/or enhancing the quantity of services provided to the constituent population. Unless otherwise approved by the UPAAA, Program Income will be spent in accordance with either the deductive or additive alternative as described in 45 CFR, Part 74, Subpart F except that 1) all Program Income expenditures must be made in accordance with Federal/State policies and/or with a budget that has been approved by the UPAAA, and 2) it will be used during the Contract year it was collected. For purposes of this Contract, Program Income shall include all revenue received by the PROVIDER from service recipients that is given in return for the provision of services covered by this Contract. Whether the revenue is given voluntarily or is required, it will be classified as Program Income.

### **D. Audits**

Should PROVIDER receive \$750,000 or more in funding from federal sources, a single audit will be required in accordance with federal regulations. Audits shall be performed only by qualified individuals who are completely independent of the PROVIDER. Audits shall present all programs and UPAAA designated funds separately from all other funds, in a revenue and expenditure format for each grant or award. Audits will be submitted to the UPAAA, including financial statements, federal schedules and letters of recommendation and comments, on or before the end of the Provider's fiscal year, plus one hundred and twenty (120) days.

If PROVIDER does not meet the federal funding threshold for the single agency-wide audit, the UPAAA shall reserve the right to require a program financial audit covering all funds provided under this Contract. Such audit will be completed at PROVIDER's expense and within one hundred and twenty (120) days of the date the audit was required by the UPAAA or at the end of the PROVIDER's fiscal year plus one hundred and twenty (120) days, whichever is later.

PROVIDER shall have sole liability for the repayment of any disallowed costs disclosed by its audit.

PROVIDER agrees that such repayment must be made from non-grant or non-public Contract funds.

## **VI. NOTICE**

Notices and communications under this Contract shall be sent by First Class prepaid mail to Director, UPAAA, P.O. Box 606, Escanaba, MI 49829, and to PROVIDER, addressed on the cover page of this Contract.

## **VII. HOLD HARMLESS, INSURANCE AND LITIGATION**

### **A. Hold Harmless**

PROVIDER shall, at its own expense, protect, defend, indemnify and save harmless the UPAAA and AASA, their officers and directors, agents, and employees, from all damages, liability, costs and expenses (specifically including the expense of legal counsel) that the UPAAA and/or AASA may incur as a result of any activities of the Provider or its employees that may arise out of this Contract.

### **B. Insurance**

PROVIDER shall maintain sufficient insurance to indemnify loss of federal, state and local resources, due to casualty, fraud or employee theft. All buildings, equipment, supplies and other property purchased in whole or in part with funds awarded by the Michigan Commission on Services to the Aging and/or the UPAAA are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The following insurances are required for each program:

- Worker's Compensation
- Unemployment
- Property and theft coverage (including employee theft)
- Fidelity bonding (for persons handling cash)
- No-fault vehicle insurance (for agency owned vehicles)
- General Liability and hazard insurance (including facilities coverage)
- Professional Liability (both individual and corporate for those agencies that employ licensed staff (example: RN, LPN, Social Worker, etc.))

A certificate of insurance naming UPCAP/UPAAA as the "certificate holder" shall be filed with the UPAAA on or before the date this Contract is signed by the Provider. Such certificate shall provide for notice to the UPAAA of cancellation or non-renewal at least ten (10) days prior to the termination of coverage. Notwithstanding any provision that may be contrary, UPAAA reserves the right to immediately terminate this Contract at any time should it determine that the provider's insurance policy is not valid. UPAAA may determine a policy to be invalid if placed with an insurer that is not licensed by the State of Michigan and there is reasonable doubt in regard to the claims paying ability of insurance company or in regard to the integrity and reputation of the insurance company.

**C. Litigation and Disputes**

In the event PROVIDER becomes involved in or is threatened with litigation, PROVIDER shall immediately notify the UPAAA and the UPAAA shall have the option of entering into the litigation to protect the interests of the UPAAA.

PROVIDER shall notify the UPAAA in writing of its intent to pursue a claim for breach of any terms of this Contract. No suit may be commenced by PROVIDER for breach of the Contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period PROVIDER, at the request of the UPAAA, must meet with the Director of the UPAAA for the purpose of attempting resolution of the dispute.

**VIII. TERMINATION AND SUSPENSION OF CONTRACT**

**A. Termination for Lack of Funds**

In the event funding under this Contract is terminated, the UPAAA reserves the right to terminate this Contract immediately upon written notice to PROVIDER. In such event, PROVIDER shall have no recourse upon termination other than for payment for services rendered to the date of receipt of written notice, or the date indicated as the final day in said written notice.

**B. Probation**

If through any cause the PROVIDER has failed to comply with the terms of this Contract, the UPAAA may place PROVIDER on probation in whole or in part.

The UPAAA may commence probation upon PROVIDER's receipt of written violations cited by the UPAAA. The notice of probation shall contain reasons for probation, any corrective action required of the PROVIDER, the effective date, and notice that PROVIDER has a right to appeal the decision.

During the probationary period, PROVIDER will receive reimbursement for expenses incurred as part of this Contract. If, during the probation time-frame, PROVIDER does not comply with the corrective actions, suspension or termination may be initiated by the UPAAA.

**C. Suspension**

When PROVIDER has failed to comply with the terms of this Contract, the UPAAA may suspend support for the Contract in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.

Prior to the effective date of suspension, the UPAAA shall notify PROVIDER in writing of the suspension, the reason(s) for the suspension, the effective date of the suspension, and the conditions of the suspension. This notice shall be given at least ten (10) days prior to the effective date of the suspension and must note the right of PROVIDER to appeal the decision.

Under extreme conditions, as determined by the UPAAA, (examples of which would be, danger to older persons or improper use of funds), notice of immediate suspension may be given.

New obligations incurred by PROVIDER during the suspension period will not be allowed unless the UPAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which PROVIDER could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the PROVIDER before the effective date of the suspension, and not in anticipation of suspension or termination.

In suspending Contract operations, the UPAAA shall determine the amount of unearned funds PROVIDER 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 UPAAA should require the balance to be returned.

The UPAAA may reinstate the suspended operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new Contracted Services Contract.

UPAAA financial participation in reinstated operations shall resume immediately upon reinstatement, but not for any costs incurred for Contract operations during suspension.

#### **D. Termination – For Adequate Cause**

For adequate cause, the UPAAA may terminate support for this Contract prior to the end of an approved budget year. Examples of adequate cause for which the AAA may terminate support are:

1. Unavailability of funds;
2. PROVIDER violates Contract terms;
3. Program performance is inadequate as documented through monitoring visits & assessment findings;
4. Other resources are unavailable; and/or
5. PROVIDER suspension occurs for more than three consecutive months.

The UPAAA may terminate this Contract by notifying PROVIDER in writing at least thirty (30) days prior to the effective date of termination. This notice must specify the reasons for termination, any reports to be completed, the right of the PROVIDER to appeal, and the procedures to be followed for the appeal. Conditions set forth in XII(c) below are excepted from the 30-day notice requirement.

Under extreme conditions, immediate termination procedures may be initiated (gross negligence, misappropriation of funds, conditions set forth in XII(c) below, etc.). When financial support of the Contract terminates upon completion of the approved Contract period or earlier, PROVIDER shall complete and submit a final project and financial report to the UPAAA by the date established by the UPAAA pursuant to the Contract.

When the Contract is terminated or completed, equipment and supplies purchased with Contract funds must be reassigned or disposed of in accordance with procedures prescribed by the Code of Federal Regulations, 45 CFR Part 74, Subpart O (74.139) and OMB Circular A-110, Attachment N. Contract funds under this and all prior Contracts include state and federal grants, program income, local match, and USDA reimbursement. Any funds realized from the sale of such equipment or supplies are an adjustment to the projected cost. The UPAA will reassign equipment when deemed advantageous to the program by the UPAAA.

PROVIDER may, for adequate cause, terminate the Contract upon thirty (30) days written notice to the UPAAA at any time prior to the completion of the Contract.

#### **E. Interpretation of Disciplinary Provisions**

The above provisions concerning Probation, Suspension, and Termination, may be invoked independently of one another. It is not to be construed as requiring a "step" process. For example, termination may be invoked without it having first been preceded by probation or suspension.

#### **F. Opportunity for Hearing**

The UPAAA shall provide PROVIDER the opportunity for a hearing in the event of suspension or termination of the Contract.

### **IX. AMENDMENT AND REVISION OF THIS CONTRACT**

The UPAAA or PROVIDER may from time to time request changes in the scope of services to be performed hereunder. The Contract contains all terms and conditions agreed upon by the parties, and no other understanding, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist to bind any of the parties hereto.

- A. Whenever a material change in the content or administration of the Contract or in the operations of PROVIDER is necessary or required, the Contract document shall be appropriately revised. The nature and extent of the request for revision will determine the action to be taken by the UPAAA.
- B. Revisions may be either a substantive amendment or an administrative revision. Substantive amendments require UPAAA approval. Administrative revisions require written notification to the UPAAA. Should PROVIDER not request an amendment or provide proper notification in accordance with the requirements outlined in Section XII paragraph B(1) and B(2) of this Contract, the UPAAA reserves the right to disallow reported costs. In this instance, only costs that can be reasonably correlated to the unauthorized amendment or administrative revision will be subject to forfeiture. The UPAAA shall determine what costs are reasonably correlated.

**1. Substantive Amendment**

Any alteration in the Contract which substantially affects the character of this Contract, such that it is essentially different from what was originally approved by the UPAAA shall be a substantive amendment. Amendments covering substantive changes shall be subject to the same process of approval which governs the original approval of the Contract, including final action by the AAA policy board. Substantive amendments shall include the following:

- a) Significant changes in the project objectives;
- b) Any addition of a new service category, or deletion of an existing service category;
- c) A change in the minimum local match requirement;
- d) In non unit-based services, a budget transfer of more than twenty percent (20%) or \$5,000, whichever is greater, from any single approved service category to another approved service category;
- e) A change in the project period and/or budget duration dates;
- f) Supplemental awards; and,
- g) Other changes specified by AAA policy.

**2. Administrative Revisions**

Changes in this Contract which are made for the purpose of facilitating implementation of the project, but are minor in nature and do not change the essence of the project, shall be considered administrative revisions. Administrative revisions do not require approval of the UPAAA; however, the UPAAA shall be notified in writing of any change together with necessary documentation or justification. The UPAAA shall review the proposed revision and determine whether it is an administrative revision or a substantive amendment, and respond to PROVIDER in writing within ten (10) days of the receipt of PROVIDER's request for revision. Administrative revisions do not apply to services that are being reimbursed by the unit.

- C. If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which the UPAAA must comply, or if there is any termination or reduction in the allocation or allotment of funds provided to the UPAAA, the UPAAA shall have the right to unilaterally terminate or reduce the amount paid to PROVIDER. In the event of termination, PROVIDER shall be reimbursed for all authorized expenditures up to the effective date of termination. Any reduction in the amount to be paid to PROVIDER shall be offset by a corresponding reduction in the services which PROVIDER shall be required to provide. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to PROVIDER, unless a different

effective date is specified in the notice. A copy of the relevant policy, law, rule and/or regulation change shall be provided to PROVIDER upon request.

- D. The UPAAA may approve a request for an amendment at any time unless otherwise limited by UPAAA policy. The notification of the amendment supersedes all other notifications relating to the budget year. Except for the conditions set forth above and under Section IX - Reprogramming of Funds, this Contract shall only be amended by the mutual written consent of the parties in the form of signed, written amendments.

## **X. ADDITIONAL PROVISIONS**

### **A. Sub-contracts**

PROVIDER shall not assign this Contract or enter into sub-contracts with additional parties without obtaining prior written approval of the UPAAA. Assignees or sub-contractors shall be subject to all conditions and provisions of this Contract. PROVIDER shall be responsible for the performance of all assignees or sub-contractors; however, the UPAAA shall be able to monitor and assess, at its discretion, said sub-contractors.

### **B. Property**

PROVIDER agrees to conform to applicable provisions of Title III, Part B of the Older Americans Act, and Title 45 of the code of Federal Regulations, Part 74 "Administration of Grants", (subpart O - Property), in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies.

### **C. Technical Assistance**

At its discretion, the UPAAA shall provide reasonable technical assistance to PROVIDER for the development of quality services to be provided hereunder, the identification of various resources and funds, and the coordination of the services provided hereunder with other services and service providers.

### **D. Political Activity**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activities or to further the election or defeat of any candidate for office.

### **E. Merit System**

PROVIDER shall comply with merit system standards (45 CFR, Part 70) if applicable to the Provider as a "public agency." Compliance with Executive Order 11246, the Copeland Act, the Davis-Bacon Act, or the Contract Work Hours and Safety Standards Act is also required if Provider is a public agency.

### **F. Disregarding Titles**

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

### **G. Invalid Provisions**

If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Contract.

### **H. Completeness of Contract**

This Contract and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Contracts, oral or otherwise, regarding the subject matter of the Contract or any part thereof shall have any validity or bind any of the parties hereto.



**I. Waivers**

No failure or delay on the part of either party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege by either party hereto preclude any other or further exercise of any other right, power or privilege.

**J. Modification, Amendments, or Waiver of Provisions**

All modifications, amendments or waivers of any provision of this Contract shall be made only by the written mutual consent of the parties hereto.

**K. Certification**

The persons signing on behalf of PROVIDER certify by said signatures that they are duly authorized to sign this Contract on behalf of the Provider and that this Contract has been authorized by the Provider. Additionally, persons signing on behalf of the UPAAA certify by said signatures that they are duly authorized to sign this Contract on behalf of the UPAAA and that this Contract has been authorized by the Consortium.

**L. Independent Provider**

It is expressly understood and agreed that PROVIDER is an independent contractor. PROVIDER's employees and agents performing services under this Contract shall in no way be deemed to be and shall not hold themselves out as an employee, servant, or agent of the UPAAA.

**Attachments**

This Contract is subject to and fully incorporates the following attachments:

<b>Attachment I</b>	<b>Assurances 1-5</b>
<b>Attachment II</b>	<b>Agreement Revision Procedure</b>
<b>Attachment III</b>	<b>Unit Rate Reimbursement</b>
<b>Attachment IV</b>	<b>Program Income/Match Quarterly Reporting</b>
<b>Attachment V</b>	<b>Business Associate Agreement</b>
<b>Attachment VI</b>	<b>Annual Notice of Award (Year 1)</b>

Appendix F: UPAAA FY 2020-2022 Multi-Year RFP Application Checklist

Application Checklist	✓
1. Submit <b>two (2) copies</b> of completed application, which includes:	
A. A letter signed by the Chairperson or President of the governing body or agency, indicating the application has been reviewed and approved	
B. Cover Page & General Section for all Providers, with required signature	
i. Including two (2) pieces of evidence as directed to prove tax-exempt status	
C. General Requirements for ALL Service Programs	
i. Including Agency’s Prioritization Policy	
ii. Including Agency’s Organizational Chart	
D. Proposed Funding & Units by Service Form <i>(not required for Legal Services &amp; Caregiver Training &amp; Education programs)</i>	
i. Including Direct Care Cost Calculation Forms for each service	
E. Service Specific Sections <i>(as applicable)</i> :	
i. Chore Service	
ii. Homemaker Services	
iii. Home Care Assistance (Personal Care)	
a) Including Orientation/Skills documentation template	
iv. Transportation	
v. All Nutrition General Questions	
vi. Congregate Meals	
vii. Home-Delivered Meals	
a) Include Nutrition Service Budgets for each service/county	
viii. In-Home Respite Services	
a) Including Client Emergency Notification Plan Template	
ix. Adult Day Services	
a) Including ADC Participant Service Plan Document/Template	
x. Caregiver Respite & NFCSP Supplemental Questions <i>(only if requesting funding from one or both of these sources)</i>	
xi. Legal Assistance Services (including Proposed Funding & Units form)	
xii. Caregiver Training & Education (including Proposed Funding & Units form)	