

Policies and Procedures Manual
Programs Funded by Older Americans Act (OAA)

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INTRODUCTION

This manual has been developed by the Department of Aging and Adult Services (AAS) of the Mid-America Regional Council (MARC) to assist nonprofit agencies and for-profit businesses delivering programs and services funded by the Older Americans Act (OAA) within the MARC planning and service area (PSA) in Missouri. These organizations, and their subcontractors, will be referred to as **providers** throughout this manual.

The network to serve older adults created by the OAA has three levels: federal, state and local.

- Administration on Aging (AOA), part of the Administration for Community Living (ACL), located within the U.S. Department of Health and Human Services, manages the federal level.
- The Division of Senior and Disability Services, within the Missouri Department of Health and Senior Services, manages the state level, as the State Unit on Aging (SUA).
- Area Agencies on Aging manage programs and services at the local level.

MARC's Department of Aging and Adult Services has been designated by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services to serve as the Area Agency on Aging (AAA) for Cass, Clay, Jackson, Platte and Ray Counties in Missouri. As the AAA for these counties, MARC has the responsibility to plan for and administer funds to assist older adults within the provisions and authority of the Older Americans Act of 1965, as amended. (Full text to be found at 19 CSR 15-4.020)

This Policies and Procedures Manual will outline the rules and regulations that guide MARC, as the AAA tasked with ensuring these services are delivered to older adults in these counties. By extension, they also apply to all providers funded by MARC, as well as any subcontractors they hire to deliver services. In addition to applying to MARC as the program planner and fund administrator for this region, they will also apply to MARC in the limited circumstances where the agency provides services directly to older adults.

The intent of the document is to codify the spirit of the Older Americans Act, the services standards issued by the Division of Senior and Disability Services, and the programmatic and administrative requirements for both MARC and its contracted providers. Our goal is to ensure that all services are provided to eligible residents of the service area in an efficient, effective, and equitable manner in compliance with provisions of all applicable federal and state laws, regulations and Executive Orders.

It is MARC's policy that action be taken to comply with the intent and spirit of the Civil Rights Act of 1964, as amended, as well as the Americans with Disabilities Act (ADA) of 1990, in all areas of activity.

MARC's Aging and Adult Services is committed to providing fair access to all individuals and adheres non-discrimination policies in all programs and activities.

Compliance with Federal and State Laws

MARC's Aging and Adult Services complies with all applicable federal and state laws, regulations, and executive orders regarding non-discrimination. This includes, but is not limited to, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964 (Title VII), and the Fair Housing Act (FHA).

Accessibility

MARC's Aging and Adult Services is committed to making our services accessible to individuals with disabilities. We strive to provide reasonable accommodations to ensure equal participation and full inclusion for all individuals.

Complaint Procedure

Any individual who believes they have been discriminated against or has a complaint regarding MARC's Aging and Adult Services' non-discrimination practices should file a complaint with our agency. The complaint procedure provides a fair process for investigating and resolving any discrimination issues.

Training and Education

MARC's Aging and Adult Services is committed to training and education for our employees, contractors, providers, and volunteers. This is to promote a culture of inclusion, non-discrimination, and awareness. We regularly update our policies and procedures to ensure compliance with applicable laws and regulations.

Conclusion

MARC's Aging and Adult Services values diversity and is committed to promoting equality and inclusion for all individuals. We are committed to providing a safe and respectful environment for all we serve. By adhering to the principles of inclusion, we strive to create a society where everyone has equal access to opportunities and services.

SECTION 1: LEGISLATIVE AUTHORITY

1.1 The legislative authority for the formation of the network of Area Agencies on Aging (AAA) is granted in the Older Americans Act of 1965, as amended. The Act is a formal declaration by the United States Congress that older persons are a national resource to be treasured and recognizes the inherent dignity of the individual in our democratic society. The objectives of the legislation state that older people are entitled, and it is our responsibility to assist them, to secure equal opportunity to the full and free enjoyment of the following objectives:

1.1(a) An adequate income in retirement in accordance with the American standard of living.

1.1(b) The best possible physical and mental health which science can make available and without regard to economic status.

1.1(c) Obtaining and maintaining suitable housing, independently selected, designed and located with reference to special needs and functional limitations and available at costs that older citizens can afford.

1.1(d) Full restorative services for those who require institutional care and a comprehensive array of community-based, long-term care services adequate to appropriately sustain older people in their own communities and in their homes, including support to family members and other persons providing voluntary care to older individuals needing long-term care services.

1.1(e) Opportunity for employment with no discriminatory personnel practices because of age.

1.1(f) Retirement in health, honor and dignity after years of contribution to the economy.

1.1(g) Participating in and contributing to meaningful activity within the widest range of civic, cultural, educational and training, and recreational opportunities.

1.1(h) Efficient community services, including access to low-cost transportation, which provide a choice in supported living arrangements and social assistance in a coordinated manner, and that are readily available when needed, with emphasis on maintaining a continuum of care for the vulnerable older individuals.

1.1(i) Immediate benefit from proven research knowledge that can sustain and improve health and happiness.

1.1(j) Freedom, independence and the free exercise of individual initiative in planning and managing their own lives, full

participation in the planning and operation of community-based services and programs provided for their benefit, and protection against abuse, neglect and exploitation.

1.2 Mission of the Area Agency on Aging

The regulations developed by the federal Administration on Aging to implement the Older Americans Act, as amended, contains a universal mission statement for Area Agencies on Aging throughout the United States. Local programs and area plans are to be developed consistent with the philosophy of this mission statement.

1.2(a) The Older Americans Act intends that the area agency on aging 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 pro-actively carry out 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.

1.2(b) A comprehensive and coordinated community-based system.

1.2(c) The resources made available to the AAA under the Older Americans Act are to be used to finance those activities necessary to achieve elements of a community-based system.

1.2(d) The AAA may not engage in any activity which is inconsistent with its statutory mission prescribed in the Act or policies prescribed by the State Unit on Aging (SUA).

(Full text to be found at 45 CFR , Part 1321, Subpart C)

SECTION 2: MARC ORGANIZATIONAL STRUCTURE

2.1 MARC is a voluntary coalition of governments located on both sides of the state line in metropolitan Kansas City, serving Johnson, Leavenworth, Miami and Wyandotte counties in Kansas, and Cass, Clay, Jackson, Platte and Ray counties in Missouri. The primary purpose of MARC is to foster intergovernmental cooperation in addressing the many issues that extend beyond the jurisdiction of a single city or county.

2.2 MARC programs and services are funded by a variety of sources, including contributions from member governments, formula and discretionary grants from both Kansas and Missouri, federal government grants and contracts, and financial support for specific programs and services from private foundations and civic organizations.

2.3 MARC's Executive Director and all departmental directors serve at the pleasure of the MARC Board of Directors. The composition and structure of the MARC Board can be found on the MARC website. The Board meets monthly on the fourth Tuesday of each month.

The executive committee of the Board serves as the Budget and Personnel Committee, which approves all contracts and major purposes. The Committee is chaired by the Board Treasurer and is comprised of the chief elected officials of the twelve signatory member jurisdictions, which are the eight counties and the four largest cities within the region.

2.4 MARC's Department of Aging and Adult Services (AAS) is the designated Area Agency on Aging (AAA) for the Missouri portion of the metropolitan region.

2.4(a) The MARC Board of Directors is the governing body for the AAA in accord with state and federal regulations.

2.4(b) The Commission on Aging (COA) serves as the advisory body to the Board on issues, programs and services relative to the elderly residents of the planning and service area (PSA) and the activities of the Department of Aging and Adult Services. The goal of the COA is to improve the quality of life for older persons residing in the service area. The composition and structure of the COA can be found in their by-laws.

2.4(c) The staff of the MARC Department of Aging and Adult Services (AAS) provides staff support to the COA and its committees.

2.5 The federal funds administered by the AAA are authorized and appropriated by the Older Americans Act of 1965, as amended, and the Social Services Block Grant (SSBG). Other supplemental federal funding administered by the AAA, include Nutrition Services Incentive Program (NSIP) funds. State supplemental funds are provided by the state of Missouri through appropriations of general revenue funds to the Department of Highways and Transportation, and the Department of Health and Senior Services Division of Senior and Disability Services. Additional funds are provided by the local jurisdictions served by the agency and contributions from the general public. In addition, specific programs and/or services receive donor-designated contributions from United Way of Greater Kansas City.

2.6 Area Agencies on Aging are required to take a leadership role in the development of a comprehensive and coordinated service system for older adults.

2.6(a) The service system includes all providers, funding agencies, planning agencies and local governments.

2.6(b) The AAA has the responsibility to assure that all older adult residents within the planning and service area receive the assistance they individually require to lead healthy, productive and meaningful lives.

2.6(c) The AAA has the responsibility to develop a plan that supports the creation and maintenance of a comprehensive coordinated service system.

2.6(d) The funds provided to MARC's Department of Aging and Adult Services as the AAA are to be used to fund projects serving older adults that contribute to the development of a comprehensive coordinated system of services in the designated service area.

2.7 As an Area Agency on Aging, MARC is required to develop and submit an annual area plan to the SUA to obtain their approval to receive subgrants or contracts from the state of Missouri under the Older Americans Act. A uniform format for all AAAs in the state is established by the Missouri SUA to meet the following federal standards:

2.7(a) Each plan shall provide, through a comprehensive and coordinated system, for supportive services, nutrition services and, where appropriate, for the establishment, maintenance, modernization or construction of multipurpose senior centers (including a plan to use the skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to individual work), within the PSA covered by the plan. Consideration must be given to, among things, the number of older individuals who have the greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in the PSA.

2.7(b) The plan shall provide assurances that an adequate proportion of the amount allotted to the service area under the Title III B of the Older Americans Act will be spent on the delivery of each of the following categories of service:

2.7(b)(1) Services associated with access to services, i.e., transportation, outreach, case management, care coordination and information and assistance.

2.7(b)(2) In-home services i.e., adult daycare, homemaker and personal care services, telephone reassurance, friendly visitation, minor home repair and maintenance, and supportive services for older

adults and/or households impacted by Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

2.7(b)(3) Legal assistance for both older adults and their eligible caregivers, to include the provision of legal advice and/or representation by an attorney, which includes counseling or presentation by a non-lawyer where permitted by law.

2.7(c) The area plan or plan amendments shall not be implemented until approved in writing by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services.

2.7(d) The area plan shall be amended under specific situations as outline in the regulations, 19 CSR 15-4.160, Review, Submission, and Approval of Area Agency on Aging Area Plans and Plan Amendments.

SECTION 3: COMMUNITY BASED CARE SYSTEM

3.1 The goals of the Act speak to the development of comprehensive and coordinated community-based systems of care for older persons. The characteristics of such a system include:

3.1(a) Have a visible focal point of contact where anyone can go or call for help, information or referral on any aging issue.

3.1(b) Provide a range of options.

3.1(c) Assure that these options are readily accessible to all older persons, the independent, the semi-independent, and the totally dependent, no matter what their income.

3.1(d) Include a commitment of public, private, voluntary and personal resources committed to supporting the system.

3.1(e) Involve collaborative decision-making among public, private, voluntary, religious and fraternal organizations and older people in the community.

3.1(f) Offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence.

3.1(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.

3.1(h) Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older person.

3.1(i) Have a unique character tailored to the specific nature of the community.

3.1(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.

(Full text at 45 CFR 1321, Subpart C)

3.2 The term "comprehensive and coordinated system" means a system for providing all necessary supportive services, including nutrition services, in a manner designed to:

3.2(a) facilitate accessibility to, and utilization of, all supportive services and nutrition services provided within the geographic area served by such system by any public or private agency or organization;

3.2(b) develop and make the most efficient use of supportive services and nutrition services in meeting the needs of older individuals; and

3.2(c) use available resources efficiently and with a minimum of duplication.

3.2(d) encourage and assist public and private entities that have unrealized potential for meeting the service needs of older individuals to assist the older individuals on a voluntary basis.

3.3 The older adult population is generally described in sub-groups corresponding to the individual's ability to maintain an independent living environment and to perform the basic tasks or activities of daily living. The role of the AAA is to assess the needs of the total older population and the capacity of the available programs and services within the community to meet those needs.

3.3(a) Community services are targeted towards mobile and/or declining older adults who are still able to maintain an independent living environment with minimal assistance.

3.3(b) In-home or health services are targeted towards older adults who are more impaired and may need more consistent levels of assistance to maintain an independent, non-institutional, living environment.

SECTION 4: REQUIREMENTS FOR ALL PROVIDERS (including all Subcontractors)

4.1 The funds used by the AAA to support the services and activities authorized for their service area are governed by the regulations and requirements of the federal and state funding agencies noted above. In accepting funds from MARC, providers are accepting involvement in the full care system for older adults in the AAA with a commitment to contribute to the development of a coordinated community-based care system. This includes coordination with other providers in the service area to assure comprehensive delivery of services and reduce duplication.

Each provider, and their subcontractors, is bound by the same terms and conditions of applicable federal and state regulations as are imposed on MARC for proper administration of services under the agreement between the provider and MARC.

4.2 Providers will be required to comply with all applicable state and federal compliance requirements related to their programs, including:

- Public Law 89-73, as amended through Public Law 116-131, enacted March 25, 2020 “Older Americans Act.”
- 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as amended.
- 19 CSR 15-4.250 Area Agency on Aging Nutrition Services Incentive Program.
- 45 CFR Part 80, “Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services. Effectuation of title VI of the Civil Rights Act of 1964.”
- 45 CFR Part 84, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation.”
- 45 CFR Part 91, “Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.”
- 45 CFR Part 92, “Nondiscrimination based on Race, Color, National Origin, Sex, Age, or Disability in health Programs or Activities Receiving Federal Financial assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act.
- 19 CSR 15-4, “Older Americans Act” and 19 CSR 15-7 “Service Standards.”

If any provider fails to comply with all applicable federal and state requirements for AAA programs, MARC may withhold or suspend, in whole or in part, funds awarded under the contract, or recover misspent funds following an audit.

4.3 The provider shall meet all applicable state and local licensure and safety requirements for the provision of all services for which they receive MARC funding.

4.3(a) Each provider shall maintain, in its own corporate name, all currently required licenses, permits, bonds and insurance required for carrying out services.

4.3(b) Each provider shall notify MARC immediately if any required insurance coverage, licenses or other permits are canceled, suspended or otherwise ineffective.

4.3(c) Providers shall allow only employees, paid or volunteer, holding current licenses, certifications or registrations to perform those tasks, duties or functions for which they are required by all state or local agencies, bodies or boards.

4.3(d) Failure to maintain proper licenses, permits, bonds and insurance shall be a basis for MARC disallowing all or partial payment for services or could result in the termination of agreement between MARC and the provider.

4.4 All facilities used to provide services funded by MARC shall be in compliance with all applicable state and local fire and safety laws.

4.4(a) Community Centers and other providers that prepare or serve food shall maintain safe and sanitary facilities and maintain compliance with all applicable state, county and city health codes.

4.4(b) Each location shall be inspected annually by state or local health authorities. Documentation of the inspector's report, recommendation, and when and how any deficiencies were rectified shall be kept by the provider.

4.4(c) Each site shall have installed, and shall maintain in operable condition, an adequate number of smoke detectors and fire extinguishers of the appropriate type as determined by consultation with state or local fire authorities. All smoke detectors and fire extinguishers shall be located within the premises according to the recommendations of state or local fire authorities.

4.4(d) Each provider shall develop and implement a written plan for assuring the safety of service recipients, staff and volunteers in case of fire or other safety threatening situations. Copies of the plan shall be on file with the provider and submitted to MARC.

4.5 Providers shall inform clients in writing of the role MARC plays as a funding source, using this language: "(Organization Name) provides this service using funding from the Mid-America Regional Council (MARC), the region's Area Agency on Aging. MARC receives funding for the service from the federal Older Americans Act, which flows through the Missouri Department of Health and Senior Services."

4.6 Provider staff, paid and volunteer, shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation or likelihood of serious physical harm involving older persons. Likelihood of serious physical harm means one or more of the following:

- A substantial risk that physical harm to any individual will occur because of failure or inability to provide for essential human needs as evidenced by acts or behavior which have caused such harm, or that give another person probable cause to believe that the adult will sustain such harm.
- A substantial risk that physical harm will be inflicted by an eligible individual upon their own person, as evidenced by recent credible threats, acts or behavior which have caused such harm or which places another person in reasonable fear that the eligible individual will sustain such harm.
- A substantial risk that physical harm will be inflicted by an eligible individual upon another as evidenced by recent acts or behavior which has caused such harm or that gives another person probable cause to believe the eligible individual will sustain such harm.
- A substantial risk that further physical harm will occur to an eligible individual who has suffered physical injury, neglect, sexual or emotional abuse, or other maltreatment or wasting of his financial resources by another person.

4.7 Provider employees must report all instances of possible abuse, neglect and/or exploitation of a client to the Missouri Department of Health and Senior Services Adult Abuse and Neglect Hotline or the Missouri Department of Social Services Child Abuse and Neglect Hotline, as applicable, including all instances which may involve an employee of the provider agency.

4.8 In the event that an agency employee providing services to a client funded through MARC is suspected of abuse, neglect and/or exploitation and is reported to the Adult Abuse and Neglect Hotline and/or the Child Abuse and Neglect Hotline, MARC must also be notified at the time of the report to the Hotline, along with the results of the Department's investigation, and the agency's subsequent actions.

4.9 With the consent of the older adult or their representative, providers should bring conditions or circumstances that place the older adult or their

household in imminent danger to the attention of appropriate officials for follow-up.

4.10 Providers shall provide public information activities to ensure that older adults are informed of the services available in the area and have maximum opportunity to participate.

4.11 Providers shall have written training plans for all staff, paid and volunteer, that shall include orientation training, refresher training at appropriate intervals, and special focus on safety responsibilities and actions to be taken if an emergency occurs.

4.12 Providers who use volunteers shall develop a written plan for recruiting, orienting, training, supervising and terminating volunteers.

4.13 Recognizing that human lives are impacted by multiple factors that may contribute to social and economic need, providers should prioritize services based on valid and reliable information and guided by professional experience. Programs should ensure specialized outreach to include and engage individuals who reside in communities and among populations who have been identified as underserved, such as urban, rural, Black, indigenous and other people of color (BIPOC), as well as those with limited English-language proficiency.

4.14 Providers shall document how they intend to satisfy the service needs of individuals in the groups outlined in 4.13 above and prioritize services accordingly.

4.15 Providers shall obtain the views of service recipients about the services they receive.

4.16 Providers will provide MARC with all requested statistical and other information to meet its planning, coordination, evaluation and reporting requirements as an Area Agency on Aging.

4.17 Providers must offer service recipients an opportunity to contribute to the cost of the service.

4.18 Means testing may not be used for any service supported by Older Americans Act funds. Refer to 4.13 for guidelines on setting service priorities.

4.19 Make arrangements for the availability of services to older persons in weather-related emergencies.

4.20 Assist participants in taking advantage of benefits under other programs.

4.21 Providers must comply with the requirements of the Drug Free Workplace Act of 1988, P.L. 100-690, Section 5151 through 5160.

4.21(a) Publish a policy statement and give a copy to each employee stating that unlawful manufacture, use, possession or distribution

of a controlled substance listed in Section 102 of the Controlled Substances Act (21 U.S. C. 802) in the workplace or in the course and scope of contract performance is prohibited. Each employee shall sign a form created by the provider that states that the employee is aware of and understands the employer's drug-free policy. This certification shall be placed in the employee's personnel file.

4.21(b) Provide MARC with a copy of its drug-free workplace policy statement within the first thirty (30) days after the effective date of an agreement or contract between the provider and MARC to provide services.

4.21(c) Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; provider's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation and employee assistance programs; and provider's penalties for drug-free workplace violations.

4.21(d) Include in the published policy statement given to each employee a statement that each employee is required to abide by the policy and to notify the provider of any criminal drug statute conviction for a violation occurring in the workplace or in the course and scope of contract performance no later than five (5) days after such conviction.

4.21(e) Notify MARC within ten (10) days after receiving notice of an employee's criminal drug statute conviction for a violation occurring in the workplace or in the course and scope of contract performance.

4.21(f) Impose a sanction on or require satisfactory participation in a substance use disorder treatment program by any employee so convicted.

4.21(g) Make a good faith effort to continue to maintain a drug-free workplace.

4.22 No provider shall allow any person to work or volunteer in a MARC-funded service who was terminated from employment due to abuse or neglect to patients, residents or clients and/or has been arrested and/or convicted of abuse, neglect or exploitation of an older adult. All employees and volunteers having direct contact with older adults shall be checked against the Missouri Department of Health and Senior Services Employee Disqualification List (EDL) by the provider.

All applicants, paid or volunteer, for any position providing direct care shall:

- Be registered with the Family Care Safety Registry within fifteen (15) days of hire (failure to register with the Family Care Safety Registry is a Class B misdemeanor).
- Disclose applicant's criminal history ("Criminal history" includes any conviction or a plea of guilty to a misdemeanor or felony charge and shall include any suspended imposition of sentence, any suspended execution of sentence or any period of probation or parole).
- Disclose if the applicant is listed on the Employee Disqualification List.

4.23 Provider is guilty of a class A misdemeanor if it knowingly hires a person that has contact with clients and the person has been convicted of, plead guilty to or nolo contendere in the state of Missouri or any other state to any A or B felony violation of RSMo, chapters 565, 566 or 569.

4.24 A person may be hired and perform direct client services prior to the results of the criminal record check being received by the provider as long as they have responded negatively to the employment application question concerning criminal convictions that would disqualify them from direct care work under this contract.

4.25 Provider understands and agrees that a worker whose criminal record of convictions violates this provision may not provide any services to a MARC client, and in the event such a worker does provide services under a contract between provider and MARC, it shall constitute a material breach. MARC shall not make payment for any services provided in breach of this provision. Provider shall repay any payment for services performed in violation of this provision to MARC.

4.26 Providers shall be required to file a certification regarding lobbying, as set forth in Appendix A of 45 CFR 93. Providers must file a disclosure form when an event requiring disclosure occurs. Each provider will also be required to file an updated disclosure form at the end of each calendar quarter in which an event has occurred that affects information already filed.

4.27 Each provider shall represent that it has, or will secure at its own expense, all personnel and equipment required to perform the services funded by MARC.

4.28 No individual person shall be an employee of MARC.

4.29 All employees, whether paid or volunteer, engaged in work funded by MARC shall be fully qualified.

4.30 Each provider will comply with all applicable standards for the service for which it has an agreement or contract with MARC which are specified by the

Missouri Division of Senior and Disability Services or other state agencies or included in the MARC Program Requirements for that Service.

4.31 Providers shall understand and agree that MARC reporting requirements may include the names and addresses of individuals receiving services with the understanding that no personal information obtained from any individual will be disclosed by MARC in a form which allows identification of the individual, without the written consent of the individual.

4.32 Upon MARC's request, providers shall attend relevant committees, task forces or special meetings relating to their area of service. The cost incurred by the provider for attending mandatory meetings shall be deemed part of the cost of doing business.

4.33 Providers shall implement procedures to ensure non-discrimination on the basis of disability (Vocational Rehabilitation Act of 1973, P.L. 93-112, Section 504, and the Americans with Disabilities Act (ADA) of 1990, P.L. 101-336). Regarding ADA, compliance is achieved by:

- Identification of access barriers (completion of the ADA checklist).
- Removal of reasonably and easily correctable barriers.
- Establishing and annually updating a written corrective action plan for addressing all other noncompliance issues.
- Establishing and maintaining written alternative service plans in all instances where facilities are not accessible.

4.34 All providers shall comply with the following requirements:

4.34(a) All providers shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, as amended, which prohibits exclusion from participation in or receipt of the benefits of services on the grounds of race, color or national origin. All providers must also agree not to restrict access to services on the grounds of sex or religion.

4.34(b) All providers must comply with Section 504, Public Law 93-112; U.S.C. Section 794, as amended, which prohibits exclusion of an otherwise qualified individual from participation in or receipt of benefits of services solely by reason of their disability. A contagious disease such as tuberculosis can be a disability for this purpose (see School Board of Nassau County, Florida v. Arline, 107 S.Ct. 1123, 94 L.Ed.2d 307 (1987). Proposed U.S. Department of Transportation regulations define "individual with handicaps" as any person who has a physical or mental impairment that substantially limits one or more major life activities or is regarded as having such an impairment.

An individual with disabilities who meets the essential eligibility requirements of a transportation program and can achieve the activity without modifications that would result in a fundamental alteration in its nature and would not endanger the safety of this individual or of others is a qualified individual with disabilities.

4.34(c) All providers shall comply with the Fair Labor Standards Act (P.L. 101-157), 29 U.S.C. 201 et. seq., as amended, as well as the Fair Employment Practices Act (P.L. 88-352) and Title IX of the Education Amendments Act of 1972 (P.L. 92-318).

4.34(d) All providers must comply with Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, as amended, which makes it unlawful for an employer to fail or refuse to hire or to discharge any individual or to discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of an individual's race, color, religion, sex or national origin, among other provisions.

4.35 All providers that receive in excess of $100,000 in a single year are required to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4.36 Providers receiving MARC funding must file all tax forms required by the IRS, as well as all applicable state and local government agencies, on a timely basis, whether they are a tax-exempt 501(c)3; a for-profit corporation, partnership or individual; or a government entity.

4.37 Providers receiving MARC funding must comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, if they are deemed a “covered entity” under the law. All providers providing services as part of the AAA network (i.e., transportation services, meal programs, in-home health services and/or family caregiver programs) are considered to be “business associates” of MARC and are therefore required to comply with all HIPAA standards.

4.38 No provider shall knowingly hire for employment or continue to employ an unauthorized resident to perform work within the state of Missouri. No provider shall knowingly hire for employment or continue to employ an unauthorized resident to perform work in connection with the services related to any MARC agreement for the duration of such agreement, in accordance with subsection 2 of section 285.530 RSMo.

In order to meet this requirement, all providers shall maintain enrollment and participation in the E-Verify federal work authorization program, and annually provide a completed, notarized state of Missouri Department of

Purchasing Affidavit of Work Authorization, which will be supplied by MARC and submitted to MARC attesting to this. Providers must furthermore complete a Business Entity Certification prior to the award of any contract with MARC, which will also be supplied by MARC.

4.39 In accordance with 285.525 to 285.550, RSMo no provider shall be liable when a subcontractor violates Subsection 1 of section 285.530, RSMo if the contract binding the subcontractor affirmatively states that:

- The subcontractor is not knowingly in violation of Subsection 1 of section 285.530, RSMo.
- The provider receives a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

4.40 All providers are required to maintain administrative and service provision records for a five-year period.

SECTION 5: ELIGIBILITY FOR SERVICES

5.1 The Older Americans Act addresses the needs of all persons aged sixty (60) and above. Priority is to be given to older persons as outlined in 4.13 above.

5.2 Caregivers are also eligible for many services funded and provided by MARC's Department of Aging and Adult Services (AAS). The federal government defines a caregiver to be an adult family member or other individual who is an informal caregiver of in-home and community care to an older adult or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain disfunction. This includes:

5.2(a) A caregiver, eighteen (18) or over, caring for an individual of age sixty (60) or over.

5.2(b) Adult family members or other informal caregivers of age eighteen (18) or older providing care to individuals of any age with Alzheimer's disease and related disorders.

5.2(c) A parent, at least age fifty-five (55), grandparent, or other relative by blood, marriage or adoption, of the individual with a disability who lives with and is the informal provider of in-home and community care for an individual with a disability who is 18-59 (inclusive).

5.2(d) A grandparent, step-grandparent or other relative (other than the parent), by blood, marriage or adoption, of the child, and who is at least age fifty-five (55); is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling

to serve as the primary caregivers of the child; and has a legal relationship to the child, such as legal custody, adoption or guardianship, or is raising the child informally.

5.3 For some categories of services, funds have been allocated through the Social Services Block Grant (SSBG), which expands the eligible population for those services to include disabled persons between the ages of 18-59 (inclusive). MARC currently utilizes SSBG funds to support only congregate and home-delivered meals programs and transportation services.

For both nutrition programs (congregate and home-delivered meals), a spouse, under the age of 60, married to and living with an eligible client, by virtue of age, is also eligible when it is determined to be of benefit of the client.

A person under the age of 60, who volunteers at a center to provide assistance in the provision of a nutrition program, is also eligible to receive a meal.

SECTION 6: MARC PROPOSAL PROCESS — SOLICITATION, REVIEW AND SELECTION

6.1 All procurement of supplies, equipment, services, etc., where the total estimated expenditure exceeds $50,000, shall be formally advertised and proposed.

6.2 Public notice inviting proposals shall be published on the MARC website and online with Demand Star.

6.2(b) Copies of the public notice will be sent to those organizations and/or agencies who have requested to be placed on the "potential subcontractors/contractor's list" for services for older adults.

6.2(c) The public notice shall include, at a minimum, a general description of the services required or articles to be purchased where specifications may be secured, a contact person at MARC for correspondence or questions concerning the specifications, and a time and place for the opening of the proposals.

6.3 The formal proposal document containing the specifications will be issued as a Request for Proposal (RFP) upon authorization by MARC's Board of Directors.

6.4 The proposal document will contain the following information:

- Copy of the public notice as submitted for publication.
- Program background and overview.
- Definition, specifications and performance standards for the service or product requested.
- Geographic service area definitions.
- Administrative requirements.
- Contract/program performance period.
- Project monitoring and evaluation.
- Civil rights compliance requirements.
- Criteria for evaluation of proposals.
- Appeals process.
- Instructions for submission of proposal.
- Copies of required forms with instructions for completion.

6.5 An RFP review conference will be conducted by MARC's Department of Aging and Adult Services (AAS) staff a minimum of twenty-five (25) days prior to the closing date for receipt of proposals. The time and location of this conference will be included in the public notice.

6.6 MARC retains the right to reject any or all proposals, in whole or in part, when it is deemed in the best interest of MARC to do so.

6.7 Contracts shall be awarded to the lowest and best respondent. In addition to price, the following shall also be considered:

6.7(a) The ability to perform successfully under the terms and conditions of the proposal.

6.7(b) Past performance records as verified by monitoring reports and audits will be considered for any respondent who has previously provided services to MARC. Monitoring will take place annually by the program staff.

6.7(c) The financial condition and management capacity of the respondent as evidenced by the most recent audit of the respondent and any other documentation available.

6.7(d) Preferences of participants as expressed through monitoring reports, surveys and committee reviews.

6.7(e) Conformance to service standards stated in the proposal document.

6.7(f) The extent to which the respondent's programs are actually or potentially coordinated with other services provided by the respondent, community organizations or applicable local governments.

6.7(g) All proposals accepted for consideration will be evaluated. Factors in evaluation may include cost, proposal narrative, committee recommendations and prior performance. Bonus points are possible for DBE's.

6.8 All proposals received by the stated deadline will be screened by MARC staff for completeness and conformance. All incomplete and or non-conforming proposals will be rejected.

6.8(a) All proposals received after the closing date and hour will be rejected and the applying organization will be notified of such.

6.8(b) Representatives of each agency submitting an accepted proposal may be invited to a meeting held by this committee to answer and possibly clarify any questions or concerns committee members may have.

6.8(c) Recommendations will be forwarded to the Commission on Aging for review and comment.

6.8(d) The Commission on Aging will recommend providers to provide the requested services to the MARC Board of Directors.

6.8(e) The Board of Directors will approve or disapprove providers and authorize contract negotiations and signature.

6.9 A formal process will be outlined in the solicitation document for the appeal of the Board's decision. After exhausting MARC's internal appeals process, the aggrieved has the right to appeal to the Division of Senior and Disability Services, Missouri Department of Health and Senior Services for mediation.

SECTION 7: DISASTER PREPAREDNESS

7.1 As an Area Agency on Aging, MARC is required to develop a disaster preparedness plan for its service area. Each provider is to be integrated into the disaster plan as appropriate.

Each provider will submit written policies and procedures to MARC to be followed when an emergency or disaster situation occurs and shall maintain the written plan and provide appropriate training to staff, both paid and volunteer. The policies and procedures should include:

- Definitions of types of emergencies and disasters to be responded to (fire, tornadoes, flood, inclement weather, etc.).

- Specification of the person/position responsible for arranging response and communication with MARC staff.
- Identification of procedures to be followed and services to be provided.

SECTION 8: CONFIDENTIALITY

8.1 All records that identify individual recipients of services shall be confidential and may be released, for administrative and program monitoring purposes only, to the following:

8.1(a) Designated employees of the Federal Administration on Aging Regional Office.

8.1(b) Designated employees of the Missouri Department of Health and Senior Services, Division of Senior and Disability Services.

8.1(c) Designated employees of the AAA or provider.

8.1(d) Court of competent jurisdiction, when subpoenaed.

8.2 Any person who signs an application or a sign-in sheet shall be made aware that their signature means their consent is given for the use of identifying information for administrative purposes, program monitoring, and evaluation.

8.3 Lists of names of older adults shall be used for the purpose of providing services and shall not be distributed, released, sold or used for any other reason.

8.4 Records that identify individual recipients shall not be made available to any other person, agency or organization unless the service recipient or legal representative has signed a written consent for release of information that:

8.4(a) Identifies the individual, agency, or organization to whom the information is to be released.

8.4(b) Indicates specifically what information is to be released.

8.4(c) Specifies the date (inclusive) for which the written consent is valid.

8.5 Program, fiscal and statistical records that do not identify individual service recipients are not confidential and shall be made available for public inspection upon written request.

8.6 Confidentiality of client records must be maintained at all times. Client records (MARC Client Intake Forms, MARC Client Registration Forms,

MARC Client Summary Reports, and any other documentation that has a client's name, social security number and address) must be kept in a locked box, cabinet or room to assure that confidentiality is not breached. Furthermore, all appropriate measures must be taken to assure the confidentiality and security of electronic records.

8.7 MARC is subject to and must comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.8 MARC's Aging and Adult Services (AAS) is committed to transparency, accountability and the public's right to access public records. This document outlines AAS's policy for the release of public records in accordance with the Missouri Sunshine Law (Chapter 610 of the Revised Statutes of Missouri).

8.8(a) The purpose of this policy is to establish guidelines for the release of public records maintained by AAS to ensure open access to government information and to promote the public's trust and confidence in AAS operations.

8.8(b) This policy applies to all public records maintained by AAS, including but not limited to financial records, correspondence, reports, records related to public meetings, and records pertaining to the agency's decision-making process.

8.8(c) Public records are defined as all records, regardless of physical form or characteristics, that are in the possession of, or under the control of, AAS and are made, received or kept by the agency. This includes both electronic and printed records.

8.8(d) AAS is responsible for fulfilling its obligations under the Missouri Sunshine Law by ensuring that public records are disclosed in a timely manner and at a reasonable cost. The agency shall:

- Respond to requests for public records within three business days of receiving the request, unless additional time is required by law or exceptional circumstances exist.
- Provide access to the requested records, unless the records are exempt from release.
- Maintain the privacy and confidentiality of records that are exempt from release by law.
- Protect the integrity and security of public records and prevent unauthorized access, modification or disclosure.

8.8(e) The Missouri Sunshine Law allows certain public records to be exempt from release. The following exemptions apply to AAS:

- Personally Identifiable Information: Records containing personal information about individuals, including social

security numbers, date of birth, home addresses and other private information, are exempt from release without the written authorization of the individual.

- Confidential Information: Records that contain confidential or proprietary information, such as trade secrets or privileged information, are exempt from release.
- Security Measures: Records that contain security measures or methods, including confidential access codes or protocols, are exempt from release.
- Health Records: Records related to an individual's health, including medical records, are exempt from release without the individual's written authorization.
- Financial Records: Records directly related to the agency's financial management, including bank statements and financial information, are exempt from release without the consent of the agency's governing board.
- Pending Litigation: Records related to pending litigation or potential litigation are exempt from release until the litigation is concluded.
- Other Exemptions: Records that are specifically exempt from release by law are exempt from disclosure.

8.8(f) AAS shall follow the following procedures when responding to requests for public records:

- Request for Information: Individuals shall make requests for public records in writing, specifying the records sought and providing contact information to facilitate communication.
- Identifying Records: AAS shall promptly identify and locate the records requested. If records are found, AAS shall provide a written response indicating whether the records are releasable or subject to an exemption.
- Exemption Determination: If the requested records are being withheld due to an exemption, AAS shall provide a written explanation of the exemption and cite the relevant section of the Missouri Sunshine Law.
- Access and Copies: If the requested records are releasable, AAS shall make them available for inspection and copying during regular business hours. Copies will be provided at a reasonable cost.

- Fees: AAS shall charge a reasonable fee for copying records, as permitted by the Missouri Sunshine Law if extensive copying or labor costs are present.

SECTION 9: PROJECT MANAGEMENT

9.1 All projects funded by MARC are expected to be administered according to the acceptable standards and principles of good, sound management.

9.2 MARC encourages providers to utilize the services of Disadvantaged Business Enterprises and suppliers in carrying out the performance of agreements with MARC.

9.3 All providers shall name a single point of contact within thirty (30) days of the beginning of the contract period who will represent the provider in the performance of the agreement between MARC and the provider. Any subsequent change in this point of contact shall be reported to MARC within two (2) weeks of the change.

9.4 All providers shall provide MARC with a copy of their most recent Annual Registration Report filed with the Missouri or Kansas Secretary of State

9.5 MARC offices will be closed, and services suspended, on the following holidays:

- New Year's Day – Jan. 1
- Martin Luther King's Birthday – third Monday in January
- President's Day – third Monday in February
- Memorial Day – last Monday in May
- Juneteenth – June 19
- Independence Day – July 4
- Labor Day – first Monday in September
- Veterans Day – Nov. 11
- Thanksgiving Day – fourth Thursday in November
- The day after Thanksgiving – fourth Friday in November
- Christmas Day – Dec. 25

Each provider shall establish procedures for publicizing their own holiday schedule and ensuring that service recipients are informed. Services delivered on days designated as holidays will not be reimbursed unless the contractor has obtained prior written authorization from MARC.

Providers shall also adopt an inclement weather policy as appropriate to their service delivery system and ensure that service recipients are informed.

SECTION 10: SUBCONTRACTS

10.1 The primary provider may, after obtaining MARC's written approval, subcontract a portion of its MARC-funded services to other providers. To obtain MARC approval, the primary provider and the proposed subcontractor must agree to all applicable requirements set forth in the primary contract. Municipalities administering programs are exempt from this requirement.

10.2 Prior to MARC approving a subcontract, the primary provider must submit to MARC a written copy of the proposed agreement, a copy of the proposed subcontractor's most recent Annual Registration Report filed with the Missouri or Kansas Secretary of State, and evidence of any and all of the subcontractor's Fictitious Name Registration(s) currently on file with the Secretary of State of Kansas or Missouri.

10.3 All approved subcontractors will be considered primary providers by MARC. During the effective dates of each contract, each subcontractor approved by MARC must submit to MARC a current copy of all fictitious names, and a copy of each and every application made to the Missouri (or Kansas) Secretary of State for a Fictitious Name Registration. All successful respondents and all subcontractors must submit said copies to MARC at the same time their respective applications are submitted to the Missouri (or Kansas) Secretary of State. Municipalities administering programs are exempt from this requirement.

SECTION 11: AUDITS AND MONITORING

11.1 Each provider is required to submit to an audit by MARC, by the state of Missouri or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Each provider shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with all reporting procedures established by MARC. Monitoring will take place annually by the program staff. Each provider shall ensure that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that a provider has been reimbursed inappropriately, the provider shall immediately reimburse MARC all ineligible funds.

11.2 Each subcontractor that is a state or local government or a non-profit organization is required to obtain an annual audit if at least Seven Hundred and Fifty Thousand Dollars ($750,000) of federal funding, from all sources (including MARC), is received. Such audit shall conform to standards contained in the OMB Single Audit requirements (2 CFR, Part 200, Subpart

F) and shall be performed by an independent certified public accountant. The audit report shall contain a schedule of expenditures of federal awards and shall identify each federal award received from MARC by program year and federal program. The subcontractor shall submit to MARC the audit report within thirty (30) days of receipt from the audit firm.

SECTION 12: METHODS OF PAYMENT

12.1 Each provider shall submit invoices and supporting documentation to MARC no later than the fifth (5th) working day of the month following service provision. All documents submitted shall be reviewed, and if found in order, approved and transmitted to the MARC Comptroller for payment, which shall be issued by the twenty-fifth (25th) day of the month following service provision.

12.2 MARC will not reimburse the provider for expenses or services not designated in the contract, or in excess of the unit cost specified in the contract.

12.3 MARC will not reimburse the provider for invoices delinquent beyond 90 days after the due date.

12.4 MARC may withhold or reduce payments under certain conditions. These conditions include:

12.4(a) Financial reports submitted by provider are incorrect or incomplete.

12.4(b) Reports of services provided are delinquent past 90 days, incorrect, or incomplete.

12.4(c) Service delivery records do not correspond to the number of units for which reimbursement is requested.

12.4(d) Concerning unit-based contracts, MARC will not reimburse for services provided to clients listed on the “Client Summary Report” without intake forms submitted to the MARC office at the appropriate time.

12.4(e) The project is not being operated in compliance with the policies and procedures stated in this document, the contract and/or the documented Program Requirement standards.

12.4(f) Total contributed services reported are less than twenty-five percent (25%) of total services funding (Federal and Contributed Services).

12.4(g) A requested advance for one month is in excess of the projected level of monthly expenditures.

12.4(h) The funds received by MARC from funding sources are not sufficient to permit payment.

12.4(i) Ideal usage each month will not exceed one-twelfth (1/12th) of the total contract amount. If invoice amounts exceed this level, it will be at MARC's discretion as to whether a reimbursement request will be honored.

12.4(j) All documentation required in the RFP and/or contract must be received and approved. Such documentation may include, but not be limited to:

- Certificates of insurance.
- Licenses and/or inspections.
- Staff/volunteer training plans.
- Client intake forms and/or assessment forms.
- Responses to monitoring concerns.
- Outreach plans.

12.4(k) Noncompliance with this document, MARC contracts and/or MARC program requirements is grounds for nonpayment.

12.4 In the event a provider is paid a pro-rated amount, based on the number of months of services provision under a non-unit agreement, the provider must document allowable expenses and in-kind contributions by submitting the "Quarterly Cost Report" in a timely manner to the MARC office. They must certify that all expenses are allowable and eligible for reimbursement under the contract and that in-kind contributions are being made and will meet the 25% match requirement. Receipt of funds does not constitute the earnings of these funds. If it is determined, through audit procedures, that a provider has been reimbursed inappropriately, the provider shall reimburse MARC the amount of ineligible funds immediately upon notification.

SECTION 13: CLIENT FEEDBACK AND GRIEVANCE POLICY

14.1 Providers shall obtain the views of clients about the service they receive on an annual basis. This may be done by questionnaires, surveys, interviews and/or consumer advisory groups.

14.2 Providers shall establish written procedures that provide a system through which service recipients may present grievances concerning the operation of the service program.

14.3 Service recipients shall be provided with written information regarding the availability of the grievance procedures.

14.4 When an aggrieved person chooses to present a grievance to a MARC provider:

14.4(a) The aggrieved person shall document allegations in writing to the provider and to the MARC Director of Aging and Adult Services.

14.4(b) The provider shall acknowledge the grievance in writing within three (3) business days of receipt and address it to the MARC Director of Aging and Adult Services.

14.4(c) The provider shall investigate the allegation, document findings and corrective action (if appropriate) in a written report and distribute report to the aggrieved person and the MARC Director of Aging and Adult Services of the findings within ten (10) business days of initial grievance receipt.

14.4(d) If the aggrieved person is unsatisfied with the report, they may request, in writing, a hearing before the Commission on Aging (“the Committee”). The written request must be directed to the Director of Aging and Adult Services and must contain an explanation why the provider's proposed solution was unacceptable.

14.4(e) Upon receipt of the written request for a hearing, the Director of Aging and Adult Services shall schedule a time for the aggrieved person to appear before the Committee and notify the person and provider of the time.

14.4(f) At the hearing, the aggrieved person shall have the opportunity to present their case in a reasonable period of time, as determined by the committee. An equal amount of time shall be granted to the provider to present its case. The Committee shall have the opportunity to question the participants to clarify the facts. After the Committee has deliberated to its satisfaction, a determination shall be made and a written report presented that outlines the issues and reasons for the outcome.

14.4(g) The aggrieved person may request that the COA review the findings at its next meeting. The COA shall review the report, question the participants as necessary, and make a determination.

14.5 When an aggrieved person chooses to present a grievance directly to MARC rather than to the provider:

14.5(a) The aggrieved person shall document the allegations in writing and send to the MARC Director of Aging and Adult Services.

14.5(b) The Director of Aging and Adult Services shall acknowledge receipt of the grievance in writing within three (3) business days of receipt.

14.5(c) The Director of Aging and Adult Services shall investigate the allegation, document findings and corrective action (if appropriate) in a written report to aggrieved persons within ten (10) business days of initial grievance receipt.

14.5(d) If the aggrieved person is unsatisfied with the report, they may request, in writing, a hearing before the Commission on Aging. The written request must be directed to the Director of Aging and Adult Services and must contain an explanation why the proposed solution was unacceptable.

14.5(e) Upon receipt of the written request for a hearing, the Director of Aging and Adult Services shall schedule a time for the aggrieved person to appear before the COA and notify the person and the provider of the time.

14.5(f) At the hearing, the aggrieved person shall have the opportunity to present their case in a reasonable period of time, as determined by the Committee. An equal amount of time shall be granted to the provider to present its case. The Committee shall have the opportunity to question the participants to clarify the facts. After the Committee has deliberated to its satisfaction, a final determination shall be made and a written report drafted outlining the issues and reasons for the outcome.

14.6 A grievance (appeal) procedure is available to any respondent that submitted a complete and viable proposal in response to a Request for Proposal (RFP) for services offered through MARC's Aging and Adult Services Department that was denied.

14.6(a) The preliminary provider list will be approved by the MARC Board of Directors at its regular meeting in April. A formal response will be sent to all respondents officially notifying them of the Board’s recommendations subsequent to the meeting. The formal response will be submitted via electronic or first-class mail.

14.6(b) Respondents wishing to submit an appeal to the preliminary provider list will be informed of the deadline for submission. The appeals request must be addressed to the Executive Director of MARC and must specify the reason for appeal. The person who was authorized to submit the original proposal must also be the person to submit the appeal.

14.6(c) An appeals committee will be appointed by the Director of Aging and Adult Services. The members of the appeals committee may be selected from the following categories and will be supported by MARC staff:

- Members of the MARC Commission on Aging (COA).

- Outside parties (non-COA members) who are knowledgeable in the field of social services and/or public service provision.
- Members of the MARC Board of Directors.

14.6(d) The Appeals Committee will be convened prior to the May COA meeting. The exact date, time and location will be determined once the need to convene an appeals committee has been determined. A meeting packet containing the date, time and the agenda for the meeting will be sent in writing to all affected entities prior to the meeting.

14.6(e) The information contained in the meeting packet will include rules for the conduct of the appeals hearing. The basic format of the agenda will be as follows:

1. Introductions and approval of agenda.
2. Presentation of issues to be resolved.
3. Formal presentation by the respondent. This presentation must be made by the same authorized person who submitted the proposal appeal, or a representative authorized in writing by the respondent.
4. Responses by other entities impacted by the appeal.

14.6(f) The Appeals Committee will meet in executive session immediately following the hearing to determine and formulate findings. A written notice of the findings and recommendations of the Appeals Committee will be sent to the respondent within five (5) working days of the meeting.

14.6(g) The report of the Appeals Committee will be submitted to the Commission on Aging at its May meeting. The Commission will review the report and either accept the findings and recommendations or provide an alternate remedy to the issues presented. An alternate remedy may include a revision in the recommended providers list for the coming program year/contract period. The Commission’s action will be incorporated into its final contract recommendations and forwarded to the MARC Board of Directors.

14.6(h) A formal notification of findings and disposition will be provided in writing with the notice of final contract authorization within five (5) working days following the MARC Board of Directors' final contract determination. This letter will:

- Include the reasons for the final determination and identify the evidence or criteria upon which the decision was based.

- Inform the respondent that after exhausting the MARC appeals process, the respondent may file a written request to the Missouri Division of Senior and Disability Services for mediation within fourteen (14) calendar days of the receipt of final determination from MARC.

14.6(i) Any provider whose application to provide service is denied may file a written request with the Division of Senior and Disability Services, Missouri Department of Health and Senior Services for mediation within fourteen (14) calendar days of receipt of final determination from MARC. The option is available to:

- Provider applicants whose application to provide service is denied.
- Providers whose subgrant or contract is terminated or not renewed.

14.7 A grievance (appeal) procedure is available to any provider whose contract with MARC is terminated or not renewed or any provider whose contract with a primary provider is terminated or not renewed.

14.7(a) Termination of a contract is defined as a contract that is canceled during the course of the program year. Non-renewal of a contract applies to any contract that has been awarded to a provider for a service that has been solicited on a multi-year basis but is not renewed at the end of a program prior to the end of the multi-year period.

14.7(b) The provider shall submit a letter to the MARC Director of Aging and Adult Services within ten (10) business days of the date of termination or non-renewal notice. The letter must state specific reasons why such termination/non-renewal should not be affected and request resolution of the dispute.

14.7(c) The Director of Aging and Adult Services shall acknowledge receipt of the grievance within three (3) business days.

14.7(d) A meeting with MARC's Executive Director shall be scheduled to resolve the dispute. The Executive Director shall document the resolution in a letter to the provider no later than ten (10) business days after meeting.

14.7e) If a provider is unsatisfied with the Executive Director's resolution, the provider may request a hearing before the MARC Budget and Personnel Committee. Such request must be in writing and received at MARC no later than five (5) business days after notice of resolution.

14.7(f) MARC shall acknowledge receipt of the hearing request no later than three (3) business days after request receipt.

14.7(g) The MARC Budget and Personnel committee shall consider the dispute at its next scheduled meeting. The committee shall rule on the dispute in one of these ways:

- Remand the dispute to the Executive Director for reconsideration within a specified period of time.
- Overrule the Executive Director's decision, in favor of another decision.
- Concur with the Executive Director's decision.

14.7(h) If the provider remains unsatisfied with MARC's final decision, they may appeal to the Missouri Division of Senior and Disability Services for mediation.

SECTION 14: INSURANCE AND BONDING

15.1 Notwithstanding any other state or federal insurance requirements, each provider shall, prior to the effective date of an Agreement with MARC, and prior to the first date on which services are to be performed, provide MARC with a certificate of insurance, with MARC named as an additional insured, covering general liability insurance in the amount of two million dollars ($2,000,000) for any single accident or occurrence and two million dollars ($2,000,000) aggregate coverage, with a minimum notification of cancellation of thirty (30) days to be sent to MARC. The certificate must list the corporate name of the contractor and may also list any applicable fictitious names registered with Missouri or Kansas. It is the responsibility of all providers to provide MARC with a valid certificate of insurance throughout the contract period.

15.2 All subcontractors will be held accountable to the same insurance requirements for primary providers. Providers must obtain appropriate insurance information from all subcontractors and forward directly to MARC.

15.3 Providers must have fidelity bonding coverage of at least Fifty Thousand Dollars ($50,000) for all employees, volunteers or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.

15.4 If a provider proposes to use a vehicle in the delivery of any service, MARC must be provided with a certificate of vehicle liability insurance, naming MARC as an additional insured, of at least Two Million Dollars ($2,000,000) combined single limit coverage. A minimum notification of cancellation of thirty (30) days must be sent to MARC.

15.5 For volunteers using their own vehicles, the provider must have a procedure to verify that the volunteer maintains adequate insurance according to state

requirements, has a current driver's license and understands their liability as a volunteer driver.

15.6 Each provider shall provide MARC with a certificate of worker's compensation insurance coverage for all employees and volunteers. Coverage shall include: Statutory Coverage and Employers Liability Coverage (with the minimum amounts of $100,000 each accident, a $500,000 disease policy limit, and $100,000 disease for each employee). A minimum notification of cancellation of thirty (30) days must be sent to MARC.

15.7 To qualify as a self-insured entity, all providers must comply with statutory and regulatory requirements of the state of Missouri or the state of Kansas regarding self-insurance, and submit proof under the primary contract, or the effective date of the contract, whichever is earlier, naming MARC as an additional insured. Proof of compliance with state self-insurance requirements must include a letter from the state confirming compliance. Neither a surety bond nor a cash bond deposited with the Missouri Director of Revenue in compliance with Chapter 303 of the Revised Statutes of Missouri shall be adequate to comply with insurance requirements under the primary contract with MARC or under an approved subcontract. The insurer shall agree, in writing, to notify MARC in writing of any pending cancellation of coverage at least thirty (30) days in advance of cancellation.

15.8 All insurance shall be provided by a company licensed and admitted in the state of Missouri.

SECTION 15: TRAINING FOR STAFF, PAID AND VOLUNTEER

16.1 All paid staff and volunteers involved in direct service provision to clients and/or service recipients should receive basic training and orientation in accord with the overall goals of the Area Agency on Aging and the coordinated community-based care system.

16.2 Formal training and/or orientation of paid staff and volunteers shall include:

16.2(a) Understanding the limits of services provided by the provider.

16.2(b) Problems of older adults and people with disabilities.

16.2(c) Methods of working with older adults and people with disabilities, including training on appropriate communication skills and human relations skills.

16.2(d) Sensitivity to individuals who have been identified as underserved, such as urban, rural, Black, indigenous and other people of color (BIPOC), as well as those with limited English-language proficiency.

16.2(e) Methods and procedures for accessing information and referral services.

16.2(f) Recognizing and reporting situations of potential imminent danger, including types and indicators of abuse, neglect and exploitation of older adults and people living with disabilities.

16.2(g) Methods and procedures for reporting to the Missouri Department of Health and Senior Services Adult Abuse and Neglect Hotline.

16.2(h) Requirements for a drug-free workplace.

16.3 More specific training standards for provider staff, paid and volunteer, are contained in Program Requirements for each MARC-funded program.

16.4 Providers are encouraged to request assistance from MARC staff in developing training curricula and materials. Technical assistance and support are also available for technology issues.

16.5 Providers are required to maintain training logs documenting all project-related training activities for all employees, paid and volunteer. Training documentation for all employees should be kept in their personnel files.

SECTION 16: DENIAL OF SERVICE (SUSPENSION)

17.1 The following comprehensive suspension policy is provided as guidance for circumstances requiring temporary and/or permanent denial of service. Providers are required to provide a copy of this policy to clients.

17.2 Temporary Denial of Service (Suspension) by Provider — Providers may deny service to (suspend) a client for up to five consecutive working days without MARC's prior written approval due to problems with the client. The provider is required to maintain full and complete documentation of the events and circumstances causing the denial of service to a client.

17.2(a) A written warning of an impending denial of service (suspension) specifying the nature of the reasons and containing copies of relevant Incident Reports should be mailed to the client that is subject to suspension, when possible. If the activities subjecting the client to suspension are not corrected as specified in the warning, the client may be suspended. The provider is required to maintain written documentation of the events leading up to and resulting in the suspension.

17.2(b) Circumstances that involve the safety of staff, volunteers, other clients or innocent bystanders, shall be considered cause for an immediate suspension followed by written documentation and notification from the provider to the suspended client.

17.2(c) Examples of client problems that may (at the discretion of the provider) lead to suspension include, but are not limited to:

- Unresponsiveness after two (2) consecutive documented attempts to reach the client.
- Frivolous scheduling of services and/or cancellations.
- Theft from staff, volunteers or other clients.
- Intentional misrepresentation of fact.
- Use of obscenities, profanity or other offensive language.
- Violence (either by threat or by act).
- Intentional harassment of staff, volunteers or other clients.
- Failure to comply with program requirements as explained by the provider.
- Repeated attempts by a client to circumvent the provider responsibilities listed within each Program Requirement.

17.3 Indefinite Denial of Service (Suspension) of a Client — Providers may suspend clients for indefinite periods of time for documented reasons. Reasons for indefinite suspension may originate with the provider, or they may be revealed in the administrative recordkeeping process. The provider may suspend clients for indefinite periods of time only with MARC approval, and only after first submitting to MARC a written request. Actions or activities that may result in indefinite suspensions are exhibitions of behavior by a client that, in the judgment of MARC or the provider:

- Are contrary to this policy.
- Have been and continue to be hazardous to the safety of self and/or others.

17.4 Whenever there is a question regarding the applicability of the State Standards for services (upon which this policy is based) and standards presented in the Americans with Disabilities Act, the more restrictive of the two standards shall apply.

SECTION 17: WAITLISTS AND CALL LISTS

18.1 Home-Delivered Meals wait lists shall be developed based on the criteria below. The waitlist process will ensure that Older Americans Act (OAA) targeted populations are a priority and that people in emergencies where the health, safety and welfare of the applicant is in jeopardy will be given priority.

- Waitlists will be established after all measures to increase service delivery have been reviewed and implemented where possible.
- Waitlist procedures must be consistent for all eligible consumers.
- Waitlists shall be prioritized based on a prioritization tool approved by the State Unit on Aging (SUA).
- The screening tool should reflect and appropriately screen the consumers based on the service being requested.
- The following steps shall be followed when placing an individual on the waitlist:
    - Record the individual's name, contact information and service requested on the waitlist.
    - Complete the prioritization tool and record the individual's prioritization level on the waitlist.
    - Record the reason this individual is being placed on the waitlist.
- Consumers should not be put on a waitlist if:
    - The consumer is approved for a service and the service will begin within two weeks.
    - The individual is not eligible for the service.
    - The service is not available in the individual's area.
    - The individual has been approved to receive Medicaid-funded meals through home- and community-based services. The meals must be provided.
    - If estimated it will take longer than six (6) months to provide new home-delivered meal services, a call list will be started. Once a call list is started, new requests for home-delivered meals will be placed on the call list instead of the waitlist. The use of call lists must meet the following basic requirements:
        - The call list shall include the individual's name, contact information and service requested on the call list.
        - As positions on the six-month waitlist become available, individuals who are high risk, based on the approved prioritization tool, will be given the option to move from the call list to the waitlist. In the event there are no high-risk individuals on the call list, home-delivered meal assessments will be conducted

to determine eligibility based on the chronological order of the call list.

- For services where clients are not placed on a waitlist, due to the reasons above, the provider will track the total number of individuals for whom services were unavailable by service type.
- If a consumer is on a waitlist for six (6) months the consumer needs to be contacted to determine if the service is still needed or desired. The consumer will either be removed from the waitlist or reprioritized on the waitlist.

18.2 Individuals will be removed from the waitlist on an equitable basis based on the following criteria. When an individual is removed from a waitlist, documentation is included as to the reason for removal.

- The person is receiving services.
- The person no longer desires the service.
- The person no longer needs the particular service for which they have been waiting.
- The person or family is unable to be contacted after two attempts (e.g., the telephone number is disconnected and/or the alternate contact person does not know the whereabouts of the person.)
- The person is no longer eligible for services (e.g., no longer a caregiver).
- Death.
- Based on established processes, the service will no longer be offered.

18.3 For services other than home-delivered meals, a call list will be established including the individual's name, contact information and requested services. As services become available, individuals will be notified to complete the intake and prioritization process. Priority will be given to those who are identified as high risk. If no high-risk individuals are identified, services will be offered in chronological order of the call list.

SECTION 18: CONFLICT OF INTEREST POLICY

19.1 This policy will establish safeguards that prevent, identify, remove and remedy actual, perceived or potential conflicts of interest involving MARC Area Agency on Aging (MARC AAA), its employees, governing board, advisory council, volunteers, contractors, grantees and other awardees in compliance with the Older Americans Act (OAA), Administration for Community Living (ACL)/Assistant Secretary for Aging (ASA) guidance,

State Unit on Aging (SUA) requirements, and 45 C.F.R. §1321.47 and §1324.21 (Ombudsman program).

19.2 The policy applies to MARC AAA as an organization and to all MARC AAA employees, officers, governing board members, advisory council members, volunteers (Level 2 and 3 per Policy 1.3.1), contractors, subrecipients, grantees and any individual or entity with responsibilities relating to MARC AAA grants or contracts, including Title III programs and activities (including Adult Protective Services and guardianship programs).

19.3 The following definitions apply to this policy:

- Conflict of Interest: any situation where personal, familial, financial or organizational interests could improperly influence, or appear to influence, performance of official duties or decision-making.
- Immediate family: spouse/partner, parent, child, sibling, in-laws or any person living in the same household.
- Level 2/3 volunteer: as defined in the MO SUA and AAA Policies and Procedures 1.3.1.
- Awardee/Contractor: any individual or organization receiving funding, contract or subaward from MARC AAA.

19.4 MARC AAA will:

- Prevent and remediate actual or perceived conflicts of interest at organizational and individual levels.
- Ensure employees and agents administering Title III programs possess no financial interest in those programs.
- Prohibit soliciting/accepting gratuities, favors or monetary items from grantees, contractors or subrecipients except in limited circumstances for unsolicited items of nominal value or as allowed by MARC procedures.
- Require contractors and funded agencies to maintain equivalent conflict of interest policies and to screen their staff, boards, councils and applicable volunteers.
- Ensure compliance with SUA periodic reviews and ombudsman-specific conflict provisions at 45 C.F.R. §1324.21.
- Document mitigation strategies for APS or guardianship programs when conflicts exist.

19.5 Individual Screening and Disclosure

- All new hires, newly appointed board/advisory members, Level 2/3 volunteers, contractors' relevant staff and awardees: complete the Individual Conflict of Interest Screening Form on hire/appointment (prior to assuming duties).

- All required individuals: complete the Individual Conflict of Interest Screening Form annually.
- If any conflict is disclosed on the screening form, complete the Individual Conflict of Interest Identification, Removal and Remedy Form immediately (see Section 19.14).
- MARC AAA management reviews and signs all completed Individual forms. Completed forms are retained per Section 19.14.

19.6 Organizational Screening and Disclosure

- MARC AAA completes the Organizational Conflict of Interest Form for the agency as a whole on the first working day of each fiscal year (July 1).
- If an organizational conflict is identified, complete the Organizational Conflict of Interest Identification, Removal and Remedy Form immediately.
- Management reviews and signs organizational forms annually.

19.7 Contractors, Grantees and Subrecipients

- Require funded entities to adopt conflict of interest policies consistent with MARC AAA standards and federal/state requirements.
- Require contractors and funded agencies to perform the same level of screening (organization, staff, board, council, applicable volunteers) and to provide complete organizational and individual forms upon request.
- MARC AAA will review a random sample of contractor/grantee forms annually during monitoring to confirm completion and adequacy of remedies.

19.8 Identification, Removal and Remedy

Where a conflict (actual, perceived, potential) is identified, MARC AAA will:

- Assess the nature and severity of the conflict.
- Remove the individual from decision-making, procurement, assessment or service delivery roles where the conflict pertains.
- Reassign duties, require recusal, create firewalls or terminate contractual or employment relationships when removal or remedy is required and feasible.

For financial interests in Title III programs, ensure no employee, governing board or advisory council member, or agent administering those programs retains such interests.

For conflicts that cannot be adequately removed or remedied, the contractor or funded agency refuses, suspends or removes the individual from Title III responsibilities.

All remedies and actions are documented on the appropriate Identification, Removal and Remedy Form and maintained in the record.

19.9 Monitoring, Oversight and Records Review

MARC AAA management will conduct periodic reviews (at least annually) to identify conflicts across Title III and other funded programs.

SUA-mandated periodic reviews will be complied with, and documentation will be provided to the SUA upon request.

MARC AAA will maintain a schedule of audits/monitoring and follow-up on corrective actions.

19.10 Gifts, Gratuities and Prohibited Conduct

Officers, employees, agents and volunteers involved with Title III programs are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from grantees, contractors or subrecipients, except where policies permit items of nominal value or de minimis financial interests that are fully disclosed and found not to create a substantial conflict.

Any offer or acceptance of prohibited gifts will result in investigation and disciplinary action.

19.11 Disciplinary Actions

Failure to disclose a conflict, noncompliance with required remedies, or acceptance of prohibited gifts may result in disciplinary action up to and including termination, contract cancellation and referral for legal action where applicable.

Sanctions for contractors and subrecipients may include withholding of funds, suspension or termination of contracts and mandatory corrective action plans.

19.12 APS / Guardianship Specifics

When MARC AAA operates or funds APS or guardianship services, the agency will document conflict-of-interest mitigation strategies in each relevant case file and on the Identification, Removal and Remedy Form.

Employees and contractors providing APS/guardianship services shall not have financial interests in clients' assets, conservatorships or guardianships without court-approved safeguards and full disclosure, subject to MARC AAA review.

19.13 Roles and Responsibilities

- Executive Director: final approval authority for conflict determinations, remedies, disciplinary actions and signature on

organizational forms; ensures overall compliance and reporting to SUA.

- Program Directors/Managers: ensure staff and contractors complete forms, evaluate disclosures, implement remedies, forward completed forms to HR/Compliance and perform annual monitoring of assigned programs.
- Human Resources/Compliance Officer: maintain conflict-of-interest records, ensure onboarding and annual re-screening, coordinate audits and contractor form sampling, maintain retention schedule and provide copies to SUA on request.
- Staff/Volunteers/Board/Council/Contractors: timely completion of required forms, disclose conflicts, comply with remedies and recusals, and participate in required training.
- Legal Counsel: advise on complex conflict situations, APS/guardianship special cases and disciplinary/legal actions.

19.14 Documentation and Recordkeeping

Required Forms:

- Attachment A: Individual Conflict of Interest Screening Form (use on hire and annually).
- Attachment B: Individual Conflict of Interest Identification, Removal, and Remedy Form.
- Attachment C: Organizational Conflict of Interest Form (completed July 1 annually).
- Attachment D: Organizational Conflict of Interest Identification, Removal, and Remedy Form.
- Attachment E: Contractor/Grantee Certification of Equivalent Conflict Policy and sample form(s).

Records retention: all conflict-of-interest forms, determinations, remedy plans, monitoring reviews and disciplinary records retained in accordance with MARC AAA records retention policy and federal/state requirements (minimum of five years, or as otherwise required).

Copies of completed forms and remedial documentation will be provided to the SUA upon request.

19.15 Training and Communication

MARC AAA will provide conflict-of-interest training and guidance at onboarding and annually to employees, board and council members, and applicable volunteers.

Contractors and funded agencies must provide comparable training for their relevant staff and volunteers, and certify completion.

19.16 SUA and Regulatory Compliance

This policy is designed to meet OAA, ASA/ACL guidance and SUA requirements (including 45 C.F.R. §1321.47 and §1324.21). MARC AAA will cooperate with SUA periodic reviews and provide documentation as requested.

This policy will be reviewed at least annually and updated as required by changes in federal/state law, SUA guidance or MARC AAA practice. Management signs and dates for each review.

SECTION 19: MID-AMERICA REGIONAL COUNCIL AGING AND ADULT SERVICES VENDOR HIPAA COMPLIANCE GUIDE

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Purpose of Document

- To provide guidance on HIPAA compliance, with a focus on the Privacy and Security Rules.
- To provide guidance to vendors on key elements to be prepared for annual HIPAA compliance audits.

Who should read this document?

- Administrators responsible for contract compliance.
- Vendor IT professionals.
- Supervisors and managers.
- Anyone who handles or accesses Personally Identifiable Information (PII) (including frontline staff and senior center administrators).

HIPAA breach consequences for organizations are severe, including steep Civil Monetary Penalties (CMPs) (up to $1.5M annually), mandatory Corrective Action Plans (CAPs) with monitoring, extensive operational disruption (remediation and patient notification), significant reputational damage eroding patient trust, potential criminal charges for willful neglect, lawsuits and loss of business, with top-tier fines reaching $50,000 per violation for uncorrected willful neglect. Every individual in an organization is responsible for ensuring HIPAA compliance within the scope of their role, and therefore all individuals should be familiar with HIPAA compliance requirements, as outlined in this guide.

Glossary

List of terms and acronyms used in the document

Business Associate Agreement (BAA) — A HIPAA Business Associate Agreement is most often a contract between a HIPAA-covered entity or hybrid entity (e.g., MARC) and a business or individual that performs certain functions or activities on behalf of, or provides a service to, the covered/hybrid entity when the function, activity or service involves the creation, receipt, maintenance or transmission of Protected Health Information (PHI) for a HIPAA-regulated activity.

Breach — Unauthorized or legally impermissible use or disclosure of protected data that compromises the security or privacy of that data. All unauthorized or impermissible disclosures are presumed to be a breach unless the organization can prove via risk assessment that the PHI's security or privacy has not been compromised.

Corrective Action Plan (CAP) —

- **OCR CAP** is a legally binding agreement with the Office for Civil Rights (OCR) following a serious HIPAA breach. It includes organizations fixing underlying compliance deficiencies that led to the breach, implementing rigorous risk management, updating policies if needed, training for staff and

submitting regular, monitored progress reports to avoid further or more severe penalties.

- **MARC CAP** is issued by the Mid-America Regional Council (MARC) to a vendor following an identified HIPAA compliance violation, security risk, or breach. This plan will outline expectations for remediating the identified issue. Failure to complete the corrective action plan in an agreed upon timeline may result in penalties up to and including the termination of the vendor's contract with MARC.

Covered Entity is a health plan, healthcare clearinghouse or healthcare provider that electronically transmits Protected Health Information (PHI) for standard transactions like billing, requiring them to protect patient privacy through strict policies and security measures.

Cybersecurity Officer (CSO) is responsible for protecting an organization's digital assets, networks and data from cyberattacks.

Data Use Agreement (DUA) — is a legally binding contract that governs the transfer of non-public, restricted data between organizations, defining who can use the data, how it can be used (e.g., for service documentation), necessary safeguards and limitations, especially for sensitive information, ensuring privacy and compliance before data sharing occurs. DUAs prevent misuse by setting clear rules, protecting privacy rights, and establishing liability.

Encryption — is a way of scrambling data so that only authorized parties can understand the information. In technical terms, it is the process of converting human-readable (plaintext) to unreadable gibberish, also known as ciphertext. Only someone with the correct decryption key can unscramble it back to its original form, protecting sensitive information both when stored and when sent across networks (e.g., through email).

Hybrid Entity is a single organization with both covered (HIPAA-regulated) and non-covered functions, like a university with a hospital, or a retail store with a pharmacy, allowing it to apply HIPAA only to specific components to reduce compliance burden.

Multi-factor Authentication (MFA) is a security method that requires users to provide two or more verification factors to gain access to an account, adding layers of protection beyond just a password.

Memorandum of Understanding (MOU) is a formal agreement between two (bilateral) or more (multilateral) parties that outlines shared goals, intentions and how they'll work together, serving as a foundation for future cooperation or contracts by defining roles, responsibilities and expectations before committing to legally enforceable terms. While not as strict as contracts, MOUs clarify mutual understanding, prevent misunderstandings and establish a commitment to work in good faith, often detailing specific actions, timelines, and communication methods, but typically avoiding financial obligations or legal liability.

Password Manager is a software program that prevents password fatigue by automatically generating, auto-filling and storing passwords.

Personal Health Information (PHI) refers to any health-related data that can identify an individual, requiring strict confidentiality and controlled access by entities like providers and insurers. It encompasses a wide range of data, from names and birthdates to test results, diagnoses, billing data and insurance information.

Personally Identifiable Information (PII) is any data that can directly or indirectly identify an individual, such as a name, address or Social Security Number (SSN).

Virtual Private Network (VPN) creates a secure, encrypted pathway for your internet traffic, protecting online privacy by hiding your Internet Protocol (IP) address and data. It enables secure access to public Wi-Fi.

Introduction

By contracting as a provider with MARC Aging and Adult Services (AAS), your organization has signed a Business Associate Agreement (BAA).

MARC is a Hybrid Entity, which is required to comply with HIPAA regulations regarding PHI and PII. By law, specific kinds of business associates of Covered Entities or Hybrid Entities must sign a BAA. Your organization is considered a business associate because it performs functions, activities or services for MARC that may involve PHI.

The BAA is a legally binding agreement in which the business associate assumes liability for HIPAA compliance. The BAA describes the legal and ethical responsibilities your organization must adhere to, to protect any legally protected client data.

Anyone in your organization who is responsible for implementing HIPAA compliance measures is strongly encouraged to read the BAA in your organization's contract with MARC.

This guide will focus on providing informational support on elements that MARC is required to audit and monitor for, but this guide is NOT intended to be a complete reference for HIPAA compliance. Providers should ensure they understand HIPAA compliance and relevant cybersecurity standards.

Compliance with this guide and successful passing of MARC's audit does NOT mean your organization is HIPAA compliant or cybersecure. For State Fiscal Year (SFY) 2026, MARC is auditing for beginner-level elements of HIPAA compliance. MARC is striving to improve the community's capacity for data privacy and compliance, so providers should expect the audits to increase in sophistication over time as the capacity of the provider network improves.

Readers should consider the following when interpreting this document:

- Language such as "expected" or "must" indicate this element will be audited directly in the SFY 2026 HIPAA compliance audit, and failure to meet this requirement could result in poor audit scores.
- Language such as "recommended" or "should" are used to describe actions that are a best practice and/or an element that will likely be audited within the next three fiscal years. Failing to comply with these suggestions will not negatively impact your SFY 2026 audit, but proactive progress toward this state is recommended.

HIPAA Basics

HIPAA stands for the Health Insurance Portability and Accountability Act. HIPAA establishes legal standards to protect the sensitive medical and health information of the patients and clients we serve.

HIPAA has three main parts, or rules:

- **Privacy Rule**
    - Addresses when you can and cannot disclose or share PHI, and to whom.
    - Addresses patient rights to view their records and request corrections to the data.
    - Requires procedures and policies for maintaining data privacy and confidentiality.
- **Security Rule**
    - Addresses security requirements to protect patient PHI that you create, receive, maintain, or transmit
    - Requires you to identify and mitigate security risks or gaps in your cybersecurity
- **Breach Notification Rule**
    - Addresses the requirement to notify patients, the U.S. Department of Health and Human Services (HHS), and other relevant parties in the event your systems are breached or there are any unauthorized PHI disclosures.
    - Requires an assessment to investigate what PHI was involved, who used or accessed the PHI without authorization, whether the PHI was kept by the unauthorized person, and what steps you took to reduce future risk after the incident.

Expectations for MARC Vendors and Contractors

MARC expects vendors and contractors to comply with the three HIPAA rules and to comply with auditing requests to ensure compliance with cybersecurity standards.

In SFY 2026, MARC will audit providers on the following elements of compliance with the three HIPAA rules. This audit will consist of a detailed questionnaire evaluating the organization's network security and related policies.

Training and Awareness

MARC will require organizations to provide training to staff at regular intervals on a specific set of data privacy and data security topics.

Categories of Trainings MARC will evaluate for in the audit:

- MARC HIPAA training.
- HIPAA training beyond training offered by MARC.
- Data privacy and security practices (other than HIPAA).
- Phishing / smishing awareness.
- How to use tools like MFA, email encryption, or VPN.
- Up-to-date threats, including Artificial Intelligence (AI) based malicious threats
- Appropriate vs. inappropriate uses of AI.
- How to report incidents or suspicious activity to your organization's Cybersecurity Officer (CSO).

Providers **are expected** to provide training on each of these topics at least **once per year**.

Some training topics are constantly evolving or benefit from frequent reminders. MARC **recommends** providing training on the following topics at least **every 180 days**:

- Phishing / smishing awareness.
- How to use tools like MFA, email encryption, or VPN.
- Up-to-date threats, including Artificial Intelligence (AI) based malicious threats.
- Data privacy and security practices.

Data Security Policy

HIPAA requires your organization to have a formal data security policy in place. This policy gives your organizational employees clear expectations about behaviors and procedures for interacting with any sensitive data. It defines responsibilities for handling, storing, accessing and deleting data. It is also typically where you should document your procedures for notifying your Cybersecurity Officer (CSO) of suspected security incidents.

- MARC will look for whether employees must sign and acknowledge the policy at the following intervals:
    - Yes, onboarding only.
    - Yes, when the policy is updated.
    - Yes, annually.
    - No.

Designating a cybersecurity officer

The BAA requires your organization to designate a Cybersecurity Officer (CSO) and to inform MARC of the name and contact information for your CSO.

The CSO is someone whose job description makes them responsible for responding to data privacy incidents or cybersecurity incidents.

- The CSO is responsible for:
    - Deploying, updating, managing and monitoring security systems.
    - Staying informed of ongoing security threats and risks and actively mitigating them.
    - Responding rapidly to any suspected data breaches or IT security incidents.
- The CSO should have at least a basic education/experience in IT and cybersecurity principles. CSO duties require ongoing professional development and education to remain vigilant to constantly evolving risks.
- CSO is a designation, not a job title: The role of CSO does not have to be a full-time position by itself. It can be a job requirement in addition to other relevant duties, such as a qualified member of IT personnel.
- Ideally, the CSO is an on-staff employee. However, an organization CAN designate an external contractor for this role, provided the contract clearly designates the level of service and availability needed to fulfill the demands of the position

All staff should know how to report incidents to the cybersecurity officer (see above in the “Training and Awareness” section).

Phishing and Hacking Prevention

Phishing and hacking prevention is a critical part of compliance with the HIPAA security rule. This section describes activities that are often referred to by IT professionals as network security or network testing.

MARC will audit your organization for the following compliance activities and controls. See below for additional information about each topic.

- Password security and multi-factor authentication.
- Encryption.
- Phishing Tests.
- Wi-Fi and Network Security.

Password security and multi-factor authentication

The audit will assess the security of your organization's password policies and behaviors. MARC expects the following procedures to be in place:

- All platforms used to store PHI or PII must be configured to require user passwords have a minimum of 12 characters, and must contain at least one of each of the following character types: lower case letter, uppercase letter, number, and special character
- Passwords **are expected** to be configured to expire and be changed by the user at least every six months. For best security, MARC **recommends** passwords expire every 90 days.
- No staff member may write down any passwords, store any passwords in an unencrypted location, or share any passwords via email or message.

To comply with the stringent password requirements, MARC expects organizations to provide staff with a password manager (such as Keeper Security, Bitwarden or 1Password) and mandate use of the password manager for storing passwords and credentials.

Organizations must use and enforce multi-factor authentication (MFA) for logging into systems containing PHI and PII.

Encryption

Encryption is a security feature critical for protecting client data in a variety of contexts. Encryption ensures HIPAA data privacy and security compliance by:

- **Preventing Data Breaches**: Encryption renders stolen data useless, significantly reducing the impact of breaches.
- **Ensuring Privacy**: Encryption keeps communications and stored data confidential.

- **Enforcing Authentication and Integrity**: Encryption verifies data hasn't been tampered with and confirms sender identity.

Many platforms or data storage solutions have encryption or other acceptable security controls built into the platform. However, please check and confirm your data storage solution meets these requirements (see Data Handling and Storage Practices section below).

Your organization is expected to have encryption in place and ensure encryption is applied in daily working conditions for the following contexts:

- Your Email (Outlook, etc.) (Expected).
- Any external hard drives (Recommended).
- Databases (Recommended).

Phishing Reporting and Testing

What is Phishing?

Phishing is a type of cyberattack where malicious actors attempt to steal credentials, collect sensitive data or install malware by sending emails (often impersonating trusted senders) with malicious links, attachments or contact methods. This tactic is also used in text messages (often called smishing) or voicemail messages (vishing).

Your organization must have a process for reporting suspected phishing emails or messages to your CSO and a documented process to investigate suspected phishing emails. Staff must be trained in the reporting process (see Training and Awareness section above).

One popular way to report suspected phishing emails is via a “phish report” button via email integration solutions. These solutions can send the report to your cybersecurity team or CSO and remove the suspected phishing email from the user’s inbox.

Phishing Testing

Phishing tests are a practice where your organization sends fake phishing emails that closely resemble real phishing email tactics used by criminals. Your users who successfully report the fake phishing emails following your reporting policies pass the test. Users who click links, open attachments, share credentials or fail to report the phish fail the test.

- For best practice, MARC recommends that users who fail the test be assigned additional phishing awareness training.
- Your organization's security policy should include disciplinary action for repeated phishing test failures.

Your organization is **expected** to conduct phishing tests **every 90 days**, at a minimum. For best practice, organizations are recommended to conduct phishing tests **every 30-45 days**.

- There are many cybersecurity vendors who can conduct your phishing test program for you. MARC uses the vendor KnowB4.

Wi-Fi and Network Security

Network Security encompasses a wide range of controls to protect your networks from cyberthreats, including firewalls and other technical protective measures. Strong network security is implemented by IT and network security professionals with experience in security configuration. MARC will not be auditing many elements of network security in SFY 2026. MARC will audit these elements in the future. Therefore, MARC recommends your organization begin to work with your IT resources to understand your current network security controls, identify gaps and plan for protective controls

Public Wi-Fi

MARC will audit for the use of public Wi-Fi networks in SFY 2026 due to the high risks and relatively low implementation burden of these elements compared to other network security elements.

Your organization is expected to prohibit staff from using public Wi-Fi networks, such as Wi-Fi offered in coffee shops at airports. These public Wi-Fi networks are security risks for two reasons:

- Unencrypted data (including sensitive client data) viewed or transferred on these unsecured public networks can be intercepted and viewed by malicious actors.
- Malicious actors often set up “fake” public Wi-Fi networks to lure unsuspecting people into using them. They then steal any data sent or viewed over this Wi-Fi network.

MARC recommends your organization provide reasonable internet alternatives for staff to complete work in the field, to prevent users from accessing public Wi-Fi against policy:

- Phone Hot Spots.
- Mi-Fi devices / Mobile Wi-Fi devices issued by your organization.
- VPN.

For the purposes of this audit guide, the user's secure home internet is not considered a public wi-fi, provided all of the following conditions are true:

- The home Wi-Fi network uses advanced security setup.
- The user’s home Wi-Fi is secured by a password.
- The password used is not the default password provided by the service provider.
- The Wi-Fi network is not shared with anyone not part of the user’s household.

Access and Permissions

Access management deals with how your organization grants access to data, including sensitive data and PHI. Access is typically granted through a user login credential, and permissions. Permissions are rules in a platform that automatically restrict or grant a user's ability to view, edit or download data in a specified location.

HIPAA describes who is allowed to have access to PHI in the Privacy Rule. This guide generally deals with the mechanisms and logistics of granting an authorized user credentials and permissions to access PHI. This guide also deals with requirements for removing access.

Organizations are expected to comply with the following HIPAA requirements:

- Access to data should be based on job roles. Access to data should be limited to only PHI and PII necessary to complete that job role function.
- New users must be granted access credentials in a timely manner (recommended: 1-3 days of hire or need for access).
- Terminated users must have access permissions or credentials removed immediately (expected: within 24 hours of termination).
- Using a single, shared account by multiple users is strictly prohibited. This means that sharing log-in credentials between users and/or sharing a computer logged into someone else's account are both prohibited.
    - HIPAA requires strict logging of who has accessed which data. For any given login, your organization should know exactly which person used that account to access protected data, and when.
    - MARC will not audit for logging in SFY 2026 but will audit for credential sharing violations in SFY 2026. MARC will audit for logging in future audits. Prohibiting credential sharing is the first step to being prepared for future logging audits.

Data Handling and Storage Practices

MARC encourages your organization to choose the data storage and handling system that works best for your organization's needs and resources. There are many options for data storage. Each method has its own set of risks and benefits, from a data security perspective. MARC will evaluate data storage and handling solutions according to the following tiers of security:

Recommended:

- Uploaded to a secure client management system or platform.
    - Always ask your platform if they are HIPAA compliant and only store PHI on HIPAA compliant systems.
    - Sign a BAA with your platform vendor.
- MARC systems only (AgingIS, MARC SharePoint, Mon Ami, etc.).

Adequate:

- On network drive folders.
    - Network drive folders can be HIPAA compliant, but they are not compliant by default. They require proper configuration, including strict access controls, encryption, and audit logs.
    - If data stays in-house, then physical security (locked server rooms), password policies and strict least-privilege access controls are necessary.
- In a cloud-based drive (such as OneDrive).
    - Only if you have a signed BAA with the provider; and
    - You have a secure configuration that disables public sharing links and ensures data remains within authorized boundaries.
- Physical paper copies if they are secured, stored and disposed of properly (see guidance below on securely deleting data when no longer needed).

High Risk (DO NOT DO THIS):

- Google Docs (note that Google Docs is not HIPAA compliant).
- On personal folders directly on the users' computers.

How to ensure your data storage passes auditing requirements

- Providers should ensure they have methods to mitigate the risks of their chosen solution for storing sensitive data.

Securely deleting or destroying data when no longer needed

- Double delete files that are downloaded to your computer (i.e., delete and empty trash).
- Regularly review your data systems for data that is no longer needed to be kept or stored.
- Shred paper documents after digitizing or uploading to a secure digital storage location.
- If you lease your copiers and printers, make sure you have an agreement with the equipment vendor to:
    - Destroy the contents of the hard drive when equipment is returned.
    - Provide evidence proving the contents on the hard drive was destroyed.

The “Double Lock Rule” for storing paper documents

- **What it is**: A best practice for implementing at least two layers of physical security to meet the regulatory demand for "reasonable and appropriate" safeguards against unauthorized access.
    - First lock = container level.
    - Second lock = area level.
- **How it applies in the office or during work from home**: Locking sensitive files in a cabinet and keeping that cabinet in a locked room, office space, restricted-access area, controlling entry with keycards, alarms or traditional locks.
- **How it applies in the field**: Locking sensitive files in a case or computer bag and keeping the case on your person. If records are left in a vehicle, then ensure the vehicle is also locked.

This approach protects PHI and reduces risk of breach by controlling access to physical records through locked containers within restricted-access areas, ensuring records aren't exposed. It enhances security by adding redundancy, preventing access even if one lock is compromised. It minimizes theft, loss, and unauthorized viewing of PHI and PII.

Devices and Assets

In this guide, a **device** refers to an electronic computing device, such as a phone or a laptop. **Personal devices** are devices owned by the employee or user (not the organization) and which the organization does not control. **Organization-issued devices** are devices owned or controlled by the organization and issued to users by the organization.

There are serious security risks to conducting sensitive business on personal devices:

- Malware and security risks.
- Lack of device control to mitigate risks.
- Inability to control data kept on the device after the employee is terminated.

The recommended best practice is to prohibit using personal devices to conduct business-related work or to view sensitive information. At a minimum, your organization is expected to mitigate risks by limiting using personal devices and implementing procedures for protecting, retrieving, or wiping sensitive data from personal devices.

Organization-issued devices

- Your organization must have policies and procedures that ensure organization-issued devices are returned after an employee leaves the organization.

- Your IT must ensure your organization-issued devices are patched regularly to ensure installation of latest security patches.
- Your organization is expected to implement tools to remotely wipe or remove access from an organization-issued device.
    - This tool is necessary in case the terminated employee does not return the device, to protect data on the device from being accessed.

In addition to device security, organizations are expected to provide equipment to users to support appropriate data handling in the field. These tools support compliance with the double lock rule and requirements to destroy data once it is digitized or uploaded.

Equipment for supporting appropriate data handling in the field:

- Shredders.
- Lockable bags or lock boxes.
- Locking file cabinets.

Downstream Vendor Management

HIPAA Compliance requirements are passed down from MARC to MARC's contracted partners, and on down to those partner's subcontractors.

If your organization subcontracts with other providers/vendors, then:

- Your organization is expected to implement BAAs with any subcontractors you share PHI/PII with.
    - This includes IT agencies (or individuals) contracted as consultants.
- Your organization must ensure subcontractors with a BAA have robust cybersecurity and data privacy requirements via auditing and contractual requirements.

Sharing PHI or PII with other service providers

To coordinate a participant's care with other providers, you are allowed to:

- Share information with doctors, hospitals, ambulances and other service providers for service provision including community support (utility assistance, benefit applications, etc.), treatment, payment and operations.
    - This includes consulting with other providers, referrals, coordinating care and using electronic means, as long as you apply reasonable safeguards.
    - It is recommended that you inform the participant and ask for consent, but it is not required if you are providing services through a BAA. Generally, this consent is gathered at the originating point of service by the health care or other payer entity.

- Always limit disclosures to the minimum necessary information for the provision of services.

Breach Notification and Response

What is a breach?

- Unauthorized or legally impermissible use or disclosure of legally protected data that compromises the security or privacy of that data.
- All unauthorized or impermissible disclosures are presumed to be a breach unless your organization can prove via risk assessment that the PHI's security or privacy has not been compromised.

Your organization is expected to have a plan and standard procedures in place for how your organization will respond to a breach. At a minimum, the Breach Response plan is recommended to include procedures for conducting a risk assessment and relaying required notifications.

- The risk assessment should evaluate:
  - Which PHI was accessed or disclosed.
  - What the volume of data at risk is.
  - Who accessed it.
  - Whether it was viewed or kept.
  - Create a plan to mitigate risk for further disclosures or access of the affected data.
- Required notifications:
  a) Who: Individuals whose data was compromised (i.e., The patients/clients).
     - When: Within 60 days of discovery.

  b) Who: Covered entities with which you have a BAA (i.e., MARC).
     - When: ASAP, but no later than 60 days after discovery.

  c) Who: HHS (only for incidents affecting PHI for 500+ individuals.
     - When: ASAP, but no later than 60 days after discovery.

APPENDIX 1: Dementia Training Policy for MARC AAA Staff

Effective: July 29, 2025

Purpose

This policy aims to ensure that all staff members at MARC AAA who directly interact with service recipients are equipped with the necessary knowledge and skills to effectively support individuals with dementia.

Policy Statement

MARC AAA is committed to providing high-quality services to all recipients, including those affected by dementia. To achieve this, the following training requirements will be implemented:

a) Initial Training for Newly Onboarded Staff
   - All newly hired staff members who will have direct interactions with service recipients are required to complete dementia training within their first year of employment.
   - This training will cover essential topics such as understanding dementia, effective communication strategies, and best practices for providing care and support.

b) Annual Training for All Staff
   - All staff members who interact with service recipients must attend annual dementia training sessions.
   - These sessions will aim to refresh knowledge, introduce new practices, and address any changes in dementia care guidelines.

c) Certification Recognition
   - MARC AAA will ensure that training offerings are available to all staff members.
   - Staff members may also present a certificate of completion for any relevant dementia training they have obtained individually to fulfill the training requirement.
   - Certificates must be submitted for verification and record-keeping.

Implementation

- The Human Resources Department will ensure that training sessions are scheduled and communicated to all staff members.

- Training providers will be selected based on their expertise in dementia care and training methodologies.
- Attendance records and submitted certificates will be maintained to ensure compliance with this policy.

Review and Compliance

- This policy will be reviewed annually to ensure its effectiveness and relevance to the needs of service recipients and staff.
- Non-compliance with this policy may result in disciplinary action, as ongoing education is crucial for maintaining high standards of care.

By implementing this policy, MARC AAA aims to foster a knowledgeable and compassionate workforce capable of providing exceptional care to individuals with dementia.

APPENDIX 2: Referral Process to Assistive Technology (MoAT) Policy

Effective: July 29, 2025

Policy Statement

By September 2025, each Area Agency on Aging (AAA) will implement a referral process aimed at assisting participants in obtaining assistive technology from the Missouri Assistive Technology (MoAT).

Objectives

a) Establish a standardized referral process across all AAAs by September 2025.

b) Ensure all relevant staff are trained to facilitate effective referrals to MoAT.

Implementation Steps

a) Staff Training

- All assessors will receive training in referral procedures and the resources available through MoAT.
- MARC staff and Information and Assistance (I&A) Intake staff will undergo training on the referral process to ensure they are well informed about MoAT services.

b) Referral Process

- I&A will provide participants with the direct contact number for MoAT.
- MARC staff and assessors will assist participants with the initial phone call to MoAT as part of the referral process.

Roles and Responsibilities

MARC Staff: Provide support to assessors and participants throughout the referral process.

Conclusion

The establishment of a referral process to MoAT is essential for enhancing accessibility to assistive technology for participants. Compliance with this policy will ensure that all AAAs can effectively support their participants' needs.

APPENDIX 3: Nutrition Education Policy

Policy

MARC strongly encourages MARC Community Centers to provide educational sessions and classes on nutrition and health. If an outside organization would like to present on any of these topics, they need to complete the MARC Older Adult Nutrition Programs Sponsorship Form online (or complete the PDF version and email to MARC staff). Further information about presentations at the Centers can be found under “Community Center Presentation Requests Procedure” in the Center Administrator Manual.

Procedure

Note: this is the procedure for all external presenters.

Sometimes organizations will reach out to Centers directly to inquire about presenting at the Centers, and sometimes they will reach out to MARC. It is imperative that presentations occurring at the Center are in the best interest of the participants.

a) Interested presenters must complete the MARC Older Adult Nutrition Programs Sponsorship Form online. If unable to complete the online version, please instruct interested presenters to fill out the PDF version (found in the Appendix). and email the PDF version to Bethany Reyna (breyna@marc.org) and/or Mollie White (mwhite@marc.org).

b) Please note that proposed presentations must include who the target audience is, the benefit to the audience, and the specific Centers that will be involved. Submission of all materials to be presented included with request.

c) Requests will be reviewed by MARC staff to determine if the presentation will be in the best interests of the Center participants and if the presentation will be in compliance with Missouri DHSS Code of State Regulations (CSR).

d) Potential presenters will be notified by MARC staff via email if the request has been approved/not approved or if any additional information is needed within 30 business days.

e) MARC staff will then connect interested presenters with Centers to see if Center is agreeable to presentation. If Center is agreeable, presenter and Center to arrange time and date of presentation.

APPENDIX 4: Meal Cost Policy

Policy

All MARC Community Centers that prepare and cook meals on-site must provide at least one week of meal costs during the annual monitoring process.

Procedure

Prior to the monitoring visit, the Center must complete the food costs report. In this report, they must provide the following:

- Each item in the selected menu.
- The serving size of the item.
- The cost of each serving.
- The total cost of the meal.
- The average weekly menu cost.

APPENDIX 5: Private Pay Meal Program Policy

Purpose and Scope

This policy establishes the requirements, procedures, and standards for administering MARC Aging and Adult Services (AAS) Private Pay Meal Programs. These programs operate **separate and apart from Older Americans Act (OAA)–funded services**, creating a **commercial relationship** in which an individual voluntarily agrees to pay for services (45 CFR 1321.3).

This policy applies to all MARC AAS staff, subcontracted providers, and partner agencies involved in the delivery, billing, monitoring or oversight of private pay meal services.

Program Definition

A Private Pay Program, as defined in Section 306(g) of the OAA (42 U.S.C. 3026(g)), is a non-OAA service option requiring the consumer to pay the full-service cost or fair market rate. Private pay services must:

- Operate independently of OAA-funded programs.
- Not use Title III funds to support direct service delivery (45 CFR 1321.3; 45 CFR 1321.9).
- Maintain separate accounting and documentation.

Participation is **voluntary**, and individuals may not be compelled or steered into private pay programs.

Eligibility and Assessment

MARC AAS will:

a) **Assess individual needs** to determine appropriate service options.

b) **Group private pay clients** by their ability to maintain independence and perform activities of daily living, as necessary for service coordination.

c) **Inform eligible individuals** of:

- All Title III and voluntary-contribution services available in the PSA.
- The right to join waitlists for those services.
- These notices must be provided **initially and at least annually** (periodic requirement per 45 CFR 1321.9(2)(xiii)).

Private pay participation may not affect placement on or removal from any OAA waitlist.

Fee Structure and Pricing Requirements

Private pay rates must be determined based on:

- **Actual cost of service delivery**, or
- **Fair market rate**, defined for Missouri as the **Medicaid Reimbursement Rate** for comparable services.

If fees exceed the cost of service and result in a **profit**, all excess funds must be used to **support OAA services** as permitted by OAA Sec. 212(a)(3). Profit use does **not** need to match the service that generated it.

MARC AAS must demonstrate that:

- No OAA allotment table funds were used for private pay services.
- Program costs and revenues are recorded in **separate accounts**.
- Cost allocation for shared administrative expenses is reasonable, documented, and compliant with federal standards.

Billing and Payment Procedures

Before enrollment, clients must receive a **written disclosure** including:

- Service rates and cost basis.
- Billing cycle.
- Accepted payment methods.
- Payment deadlines.
- Overdue payment procedures.

MARC AAS will:

a) Issue **monthly invoices** or provide online billing options showing services delivered, amounts due, and prior payment history.

b) Accept multiple payment types: checks, electronic transfers, credit/debit cards.

c) Implement overdue payment procedures including:

   - Reminder notices.
   - Follow-up communication.
   - Possible service suspension after written notice.

Service Agreements

All private pay clients must sign a **Service Agreement** prior to service delivery. The agreement must include:

- Terms and conditions.
- Fee schedule and pricing basis.
- Cancellation policy.
- Annual review requirement.
- Confidentiality provisions.
- Notice of voluntary-contribution services and waitlist rights.

Service Agreements must be:

- Reviewed with the client annually.
- Updated upon material changes in service delivery or pricing.
- Aligned with current MARC AAS policies and SUA-approved guidance.

Confidentiality and Data Privacy

MARC AAS will:

- Maintain confidentiality of all personal and financial information in compliance with federal/state law and MARC AAS confidentiality policies.
- Ensure private pay records and voluntary contributions:
  - Are not reported to funding authorities.
  - Are not used to determine eligibility for OAA programs.
  - Are stored separately from OAA-funded service records.

Private pay service data is **not** reported in:

- MSER
- SPR / OAAPS
- NSIP reporting (Private Pay meals are **not** NSIP eligible.)

Conflict of Interest Requirements

In accordance with 45 CFR 1321.9:

- **A Conflict-of-Interest Screening Tool** must be completed for all private pay programs.
- Any necessary mitigation must be documented.

- The tool and mitigation plan must be included in the **AAA Area Plan**.

Staff must avoid any real or perceived conflict between OAA-funded responsibilities and private pay program participation.

Monitoring, Oversight, and Quality Assurance

MARC AAS will monitor private pay services to ensure:

- Compliance with this policy.
- Alignment with MARC AAS quality standards.
- Client satisfaction.
- Proper accounting and documentation.
- Compliance with SUA-approved private pay procedures.

Annual responsibilities include:

a) Reviewing service fees and adjusting based on cost analysis and community need.

b) Staff training on:

- Private pay procedures
- Billing and payment handling
- Client communication
- Conflict-of-interest compliance

Providing documentation during SUA annual monitoring to show all policy components were followed.

Prohibited Practices

MARC AAS and its providers may **not**:

- Use Title III funds to support private pay service delivery except for routine information and assistance or case management referrals.
- Deny or delay waitlist placement for clients receiving private pay services.
- Report private pay services on OAA reporting systems or as NSIP.

Policy Exceptions

Any deviation from this policy requires:

a) Prior approval from the Director of Aging and Adult Services.

b) Documentation of:

- Rationale for the exception.
- Expected and actual impacts.
- Consistency with MARC AAS policies.

Exceptions will be reviewed to ensure program integrity and compliance.

Recordkeeping

Private pay programs must maintain:

- Separate accounting records.
- Documentation of fees, revenue, and expenditures.
- Service agreements and annual notices.
- Conflict-of-interest screenings.
- Annual fee analysis.
- Evidence that clients were informed of voluntary services and waitlists.