



General Administration

(For KIPDA staff and subcontractors for Aging and other
Social Services programs)

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GENERAL ADMINISTRATION

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**GENERAL ADMINISTRATION
PROGRAMS FOR OLDER INDIVIDUALS AND PERSONS WITH DISABLING
CONDITIONS**

KIPDA DIVISION OF SOCIAL SERVICES

INTRODUCTION

KIPDA Area Agency on Aging and Independent Living (KIPDA AAAIL) has prepared a general administration section to be used by staff and service providers as a reference guide for general administrative practices and requirements specified in the Older American's Act as amended in subsequent years, 2 CFR, Part 200 (supersedes 45 CFR, Part 92, OMB Circular A-133 supplement, OMB Circulars A-102 and A-87), 910 KAR 1:220 General Administration Regulations programs for the elderly, the Cabinet for Health and Family Services policies in addition to KIPDA and the Division of Social Services' procurement procedures.

The general administration section provides guidance and policies related to the provision of services for eligible clientele through KIPDA and its providers and sub-contractors. It is also a guide for KIPDA staff and other KIPDA programs and services as applicable. These policies outline the responsibilities of all parties who accept the federal and state funds as a source to support the cost of services for eligible populations for both KIPDA and subcontractors. Further, this section provides guidance for service providers regarding the responsibility of participants who receive services to provide adequate and accurate information to KIPDA and its providers prior to receiving services and to comply with the responsibilities as a participant of a program consistent with the intent of the original Federal or State funding source.

DEFINITIONS

- 1) **Administration on Community Living (ACL)** - the federal agency housed within the Office of the Secretary of Health and Human Services which is responsible for administration of grant awards to state units on aging under Title III of the Older Americans Act.
- 2) **Aging and Disability Resource Center (ADRC)** – the Aging and Disability Resource Centers is part of the No Wrong Door system, which is designed to streamline public access to long-term services care programs. The ADRC serves as a key point of access to person centered LTSS specialized information, referral and assistance and provide one-stop access to information for people who need help finding long-term care services. ADRCs help cut through the confusing maze of funding sources, multiple intake systems, and eligibility processes.
- 3) **Area Agency on Aging and Independent Living (KIPDA/AAAIL)** - the local agency designated under the provisions of Title III of the Older Americans Act to

administer funds received under that title for a given planning and service area. The Department for Aging and Independent Living, in 2007, expanded the scope of the AAA to include independent living within each community, Area Agency on Aging and Independent Living.

- 4) **Area Development District (ADD)** - one (1) of the fifteen (15) regional planning and development agencies with which the Department for Aging and Independent Living contracts for local delivery of aging services.
- 5) **Area plan** - the plan submitted by an Area Agency on Aging and Independent Living (AAAIL) for approval by the Department for Aging and Independent Living which releases funds under contract for delivery of services within the planning and service area.
- 6) **Client** - a senior or person with disabilities eligible for programs funded through KIPDA. The term customer, participant, or consumer may also be used in place of the term client.
- 7) **Contractor** - an entity that is engaged or under contract to provide goods and services which is of a commercial-type transaction and is within the normal course of business for the entity. This entity is not responsible for eligibility determination or programmatic decision-making responsibilities.
- 8) **Corrective Action** - the written statement of the non-compliance issue to a provider for failure to comply with contractual obligations, federal or state regulations, department or KIPDA policy.
- 9) **Corrective Action Plan** - the written response of the provider to eliminate the non-compliance issues addressed in the written corrective action statement and prevent future non-compliance from occurring.
- 10) **Department** - the Department for Aging and Independent Living (DAIL), Cabinet for Health and Family Services. This is the designated State Unit on Aging, under the Older Americans Act, providing services to help older Kentuckians and their families, through a statewide network of local, private and public agencies.
- 11) **Fidelity bond** - a bond indemnifying the recipient against losses resulting from the fraud or lack of integrity, honesty, or fidelity of one (1) or more employees, officers or other persons holding positions of trust.
- 12) **Greatest Economic Need** - defined by 42 U.S.C. 3002-(23) – related to persons who are to receive priority for services in consideration of economic need. KIPDA's social services programs focus on those who have the greatest social and economic need.

- 13) **Greatest Social Need** - defined by 42 U.S.C. 3002 (24) – related to persons who are to receive priority for services in consideration of isolation and support socialization in communities. KIPDA's social services programs focus on those who have the greatest social and economic need.
- 14) **In-kind resources** - the value of property or services, which benefit a grant-supported project or program, and which are contributed by nonfederal third parties without charge to the contract agency.
- 15) **Local cash match** - the amount of cash provided by the second party to support the cost of services as specified under each funding source.
- 16) **Older Americans Act (OAA)** - the act to provide assistance in the development of new or improved programs to help older persons through grants to the states for community planning and services and for training, through research, development, or training project grants, and to establish within the Department of Health, Education, and Welfare an operating agency to be designated as the "Administration on Aging". Passed in 1965 and amended in 2016.
- 17) **Planning and Service Area (PSA)** - the multicounty geographical entity in which a given AAAIL is responsible for the planning of aging services and services for target populations covered by special grants awarded through the Department.
- 18) **Program income** - the amount of contributions and donations earned by a contractor from activities of which all or part of the cost is either borne as a direct cost by program funds or counted as a direct cost towards meeting a cost sharing or matching requirement of program funds. This applies only to those donations specifically made to KIPDA funded programs.
- 19) **Provider Agency** - an entity that provides for the performance of services or performs a specific service under contract.
- 20) **Service Provide** - the agency under contract with DAIL or a provider agency to provide direct services on behalf of KIPDA.
- 21) **State plan** - the formal application of the division for federal funds under the Older Americans Act and provides a basis for the expenditures of these and state-generated funds that impact Kentucky's elders.
- 22) **Sub-Recipient** - Per 2 CFR, Part 200.318, a Federal or non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal Program; but does not include an individual that is a beneficiary of such program. A sub-recipient determines the eligibility of persons receiving assistance, must meet performance measures, is responsible for programmatic decision-making and responsible for Federal Program Requirements specified in the award.

23) **Target Group** - older individuals who are:

- a) Low-income, including low-income minority
- b) Limited English proficiency
- c) Residing in rural areas; or
- d) At risk for institutional placement

24) **Written** - either in writing sent by mail, e-mail, or in any electronic reporting system required by KIPDA.

KIPDA AAAIL RESPONSIBILITIES

OVERVIEW

KIPDA Area Agency on Aging and Independent Living (AAAIL) is the AAAIL designated by the Kentucky Department for Aging and Independent Living to coordinate services for older persons, persons with disabilities, caregivers, and family members in the seven-county area which includes: Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble. KIPDA will give priority to older adults age 60+ and other eligible populations, including persons with disabilities who reside in the KIPDA region. As resources are available, the Federally and State-funded programs allow for funds to be utilized for eligible persons, to maintain independence in the community of choice by the eligible participant. As such, the AAAIL is required by the Federal Older Americans Act to assure priorities for services which are generally divided into four categories:

- A. Provide access to services in local communities in the KIPDA region.
- B. Support independent living through home and community-based care.
- C. Review and comment on community policies, programs and actions which affect older persons and persons with disabilities with the intent of ensuring maximum coordination and responsiveness.
- D. Protect the basic rights of the most vulnerable older adults and persons with disabilities.

KIPDA'S RESPONSIBILITIES IN THE REGION

- A. Develop an annual plan to support programs for target populations.
- B. Consider the views of older persons and the general public in developing and administering the annual plan.
- C. Establish an Advisory Council to support the AAAIL in developing and coordinating community-based systems and services for older persons and persons with disabilities.
- D. Represent the interests of older persons and persons with disabling conditions.

ADVISORY COUNCIL

The AAAIL will establish an Advisory Council of which the composition shall be as follows:

Each county within the KIPDA region shall have a minimum of two voting members plus one additional voting member for each 15,000 or portion thereof older adults' persons (60 years or older) or a person with a disability residing in their county. The Advisory Council shall maintain at minimum a total of 15 voting members. Population statistics shall be based on the Census Bureau's latest decennial census. Representation shall consist of 51% of members begin age 60 or older and 49% percent of the representation should include members who have a disability and/or represent a person with disabilities.

Membership shall include older persons, individuals with a disability of any age, minorities, and family caregivers of older individuals or individuals with a disability, representatives of older persons or individuals with a disability, service providers, representative from the business community, local elected officials, and the general public representation of minorities, and persons with low incomes.

As the ADRC initiatives and responsibilities of KIPDA expand in this area, the Advisory Council purpose will be expanded to include advise and recommendations on ADRC initiatives, with representation from appropriate resource and referral partners.

PUBLIC HEARINGS AND COMMENTS

KIPDA AAAIL, through public hearings, shall afford the public an opportunity to comment on program implementation, services available to the elderly, and policy development. Comments may be made verbally or submitted in writing. All comments received will be reviewed for any necessary or appropriate action.

ADVOCACY

KIPDA AAAIL will serve as the advocate for older adults and persons with disabilities in the district by reviewing and commenting on state and federal plans, budgets, and policies which affect persons in our communities. Further, KIPDA will conduct public hearings on the needs of older persons; coordinate planning and development within the district; represent the interests of older persons before legislative, executive and regulatory bodies in the state; and provide technical assistance to agencies, organizations, associations, or individuals representing older adults and persons with disabilities.

TECHNICAL ASSISTANCE

KIPDA AAAIL will provide technical assistance to all contractors, public and private organizations or volunteer groups interested in developing or expanding programs for the eligible populations served by KIPDA. At the request of these groups, KIPDA will arrange for technical assistance through various means including on-

site meeting and visits, provision of training through KIPDA or other sources, electronic and telephone assistance.

Technical assistance will be provided to subcontractors in the areas of program design and delivery of services; coordination; administrative and management functions; reporting requirements; fiscal accountability and record keeping; cost policies; staff development; affirmative action, accomplishment of program objectives; and any other issue determined by KIPDA or its service providers. The need for technical assistance may be identified through phone requests, formal requests in writing, review of monthly reports, monitoring visits, or monthly meetings. Records of technical assistance will be maintained in the contract files.

DETERMINATION OF NEEDED SERVICES

The OAA requires that KIPDA AAAIL evaluate the need for all services, regardless of the source of funding for the services. KIPDA, as the designated AAAIL, is responsible for determining service needs for older persons. KIPDA utilizes a variety of tools in determining the need for services and establishing priorities for senior services:

- A. Review and analysis of needs assessments, surveys, and regional and local plans regarding the needs of the elderly.
- B. Conduct public hearings and as appropriate, incorporate comments from the public.
- C. Review and analysis of census data and census projections.
- D. Analyze program and client data received by providers.
- E. Analyze program performance and financial reports.
- F. Conduct literature search.

IMPLEMENT PROGRAMS, SERVICES AND INITIATIVES THAT SERVE THE NEEDS OF OLDER PERSONS, CAREGIVERS AND PERSONS WITH DISABLING CONDITIONS

The AAAIL, through its planning and public comment process, in accordance with Federal and State legislation, shall implement services and programs that are consistent with the needs of the community. This responsibility includes coordinating and collaborating with community service organizations, service providers, local businesses, public officials and citizens, as well as federal and state entities. The AAAIL also targets planning, development, and funding to older individuals with greatest economic need, social need, at risk for institutional placement, low-income minority, limited English proficiency, and residing in rural areas.

STAFF SAFETY

- A. Policy:** KIPDA will support the safety of its employees and to the extent possible through policies established to support safe work environments, the employees of service provider agencies.
- B. Policy:** The following unsafe conditions can lead to the termination of direct service to a client for the protection of the client, KIPDA or Service Provider staff:
1. Threats of any sort from a client, client's family member/caregiver, or an individual acting on the client's behalf aimed at agency or contractors' employee.
 2. Physical assault of agency or service provider's employee.
 3. Verbal abuse of agency or service provider's employee. This can include sexual, religious, or racial slurs.
 4. Sexual assault or advances by client or caregiver on agency or service provider's employee.
 5. Extreme infestation of client's home by vermin or insects.
 6. Unsafe structure that could lead to injury of agency or contractors' employee.
 7. Vicious animal(s) on premises.
 8. Contagious diseases or exposure to contagion.
 9. Illegal substance abuse on the part of the client or another resident of the client's home.
 10. An open display of firearms or other deadly weapons on the part of a client, family member, caregiver, neighbor or an individual acting on the client's behalf.
 11. Other unsafe activities not listed here that could cause a threat to a person's health, safety or welfare.
- C. Policy:** All clients will be informed of the guidelines established by KIPDA for conduct and safety in advance of receiving services. Termination of services will be considered in the event any of these provisions are violated, after review by KIPDA staff.

CLIENT SAFETY:

- A. Policy:** KIPDA will support the safety of its clients through the requirement for continued training of its service providers' staff and volunteers.

Procedures:

1. KIPDA will require all sub-recipients and contractors to adhere to training requirements of each program for which it is funded to implement, including training requirements outlined in the contract.
2. The supervisor(s) of staff providing direct services to clients shall ensure all program and agency training requirements of its staff have been met annually.

3. KIPDA will require its sub-recipients to submit training plans prior to award of funding annually.
4. As DAIL and KIPDA modify regulations and training requirements, each sub-recipient and contractor will be required to implement modified training and program requirements.
5. Sub-recipient(s) / contractor(s) shall review and respond to all suspected or verified occurrences of activity where the client's safety is in jeopardy. Actions to support the client's safety and reporting of instances shall be documented in the approved data system and KIPDA notified of situation and resolution.
6. Where KIPDA serves as case manager for clients, the sub-recipient or contractor shall notify KIPDA within 24 hours of all instances of client safety concerns. Such notification may be provided over the phone, but must be followed up with written notification of incident and resolution or report to appropriate protective or law enforcement agencies.
7. KIPDA will conduct, as appropriate, further follow up with the client to ensure all safety concerns are addressed or where necessary, further action was implemented to allow appropriate protective or law enforcement entities to investigate or ensure final resolution to the reported matter.
8. KIPDA will further document its actions and known outcomes in the client record; electronic or paper, whichever is appropriate.

CLIENT COMPLAINTS

A. Policy: KIPDA clients are strongly encouraged to voice any complaints they may have regarding services they are receiving, inappropriate staff behavior, verbal threats, abusive or offensive language, damaged property, theft, etc. Agency staff are responsible for providing (and assisting, if necessary) clients with the Client Complaint Form (in the appendix).

Procedures:

1. Staff and/or volunteers shall submit the form to their immediate supervisor within 24 hours of receiving the form;
2. The immediate supervisor shall investigate the complaint and identify corrective action/ resolution.
3. The immediate supervisor shall forward to KIPDA the client complaint form and the corrective actions/ resolution within five (5) business days.
4. KIPDA will follow its formal grievance procedures as appropriate to address complaints that cannot be resolved by the supervisor of the program pursuant to these policies and procedures.
5. Client complaints shall be case noted in the approved data system and KIPDA Program Supervisor or Director of Social Services to review and ensure satisfactory resolution. In the event a client does not agree with KIPDA's sub-recipient, contractor or KIPDA-recommended resolution, the

appeals section of the Division of Social Services' Policies and Procedures will be implemented.

PROCUREMENT REQUIREMENTS

A. Policy: KIPDA AAAIL shall adhere to the Procurement Standards as approved by the KIPDA Board of Directors.

References:

- 2 CFR, Part 200.317-324; Appendix II of Part 200
- 45 CFR Part 92
- OMB Circular A-102, A-87
- KIPDA Procurement Guidelines
- KIPDA Social Services Procurement Guide

B. Policy: KIPDA will adhere to the following standards in all of its procurements and procedures for the award of contracts to entities delivering services on behalf of the KIPDA Division of Social Services:

Procedures:

1. KIPDA promotes open and free competition among all qualified organizations available to provide allowable services.
2. KIPDA will not restrict or eliminate competition by placing unreasonable requirements on potential bidders.
3. KIPDA establishes procurement procedures that take into account the requirements of 2 CFR, Part 200.318 (superseding OMB Circular A-102, 45 CFR, Part 92 and A-87) as well as other applicable federal, state and local procurement requirements.
4. Procedures include:
 - a. Procurement process
 - b. Proposal review and evaluation.
 - c. Contract Award.
 - d. Affirmative Action standards will encourage outreach to minority-owned and small businesses to be included in procurement solicitations.
 - e. Method for resolving protests, disputes and claims.
 - f. Code of conduct.

Procedures:

1. Every effort shall be made by KIPDA to formally advertise programs and services available to the public. Requests for Proposals and Requests for Qualification will be publicized and comply with the provisions of 200.320 of 2 CFR. On a limited basis, non-competitive negotiations may occur for the following reasons:
 - a. Only one source is available or willing to provide goods or services.

- b. The Federal agency or pass-through entity (Department for Aging) authorizes noncompetitive proposals in response to a written request from competitive solicitation.
- c. An emergency exists which will cause public harm as a result of the delay caused by following competitive procurement.
- d. After reasonable solicitation of multiple sources, competition is determined inadequate.

Procedures: If non-competitive negotiations occur, KIPDA will document the reason for non-competitive negotiations. KIPDA will retain information in the negotiation file indicating the reason for non-competitive negotiation and selection.

1. KIPDA will ensure that by using non-competitive negotiations, open and free competition will not be restricted.
2. KIPDA shall maintain records sufficient to detail the significant history of the procurement. Records will include: Rationale for the method of procurement, evaluation process, selection of contract type, contractor selection or rejection and the basis for the price.
3. Upon request, information pertaining to the procurement history of a contract will be made available to the Department for Aging and Independent Living.
4. Agreements between the Commonwealth of Kentucky, its political subdivisions, or other governments may be exempt from competitive procurement procedures. This provision does not apply to KIPDA contracting with units of government.
5. Where appropriate, KIPDA will make provisions for receipt of proposals electronically through <https://kipda.bonfirehub.com/>. or other electronic system adopted by KIPDA. Applicants will be required to submit an application for consideration of funding through this method of submission, and as outlined in each solicitation.
6. KIPDA staff designated to oversee procurement process will document the date and time of which proposals were received, regardless of method submitted. Proposals submitted electronically will be saved to its computer network system to retain a copy of the document(s) submitted for consideration.
7. Deadlines for inquiry of solicitation guidelines and submission of proposals or applications will be clearly noted in all solicitations. Applicants will not be permitted to submit applications for consideration after established deadlines, unless KIPDA waives such requirements for all entities submitting applications.
8. Proposals received unless otherwise noted in the procurement instructions, will remain unopened until the time for submittal has elapsed. Proposals must be submitted to KIPDA via <https://kipda.bonfirehub.com/>.
9. Facsimile proposals will not be accepted.
10. The Executive Director may delegate to the Purchasing Officer, the Director of Social Services or other designee such authority as may be appropriate

to open and document receipt dates and times of proposals. After said delegation, The Social Services Director or designee shall proceed with procurement process and evaluation in accordance with these Procurement Standards.

REQUEST FOR QUALIFICATIONS

- A. Policy:** Request for Qualifications (RFQ) may be issued in lieu of Request for Proposals when organizations are required to qualify to conduct services under specific Laws, Regulations or local guidelines.

Procedures:

1. RFQs will be submitted and reviewed in a similar manner as a Request for Proposal, with the exception that cost is not a factor in the initial review.
2. Meeting qualification requirements is a requirement for initial review.
3. The initial specification must clearly outline the requirements to be qualified, services to be delivered and expected outcomes.
4. Awards would be made to the organizations or individuals considered to be the most advantageous to KIPDA.
5. If KIPDA is unable to agree on the negotiation price, KIPDA may reject RFQ or negotiate with other qualified entities.
6. KIPDA will adhere to its procedures for awarding contracts through the Request for Qualification process.

COMPETITIVE REQUEST FOR PROPOSALS (RFP)

When standard procurements for services or products are necessary and entities are not required to meet specific licensing or certification standards to submit a proposal, a Request for Proposals is issued.

- A. Policy:** Organizations submitting a completed application through the competitive procurement process must meet minimum conditions to apply for funds as required by the Request for Proposals or Request for Quotes, KIPDA policies, Division Policies and/or Federal or State Laws.

B. Procedures:

1. KIPDA Director of Social Services or designee will review each application submitted in response to a Request for Proposals to ensure the applicant organization is not debarred or suspended from doing business with the federal government, the organization meet minimum requirements for experience or business activity and other conditions listed in the RFP.
2. After review of organization having met minimum conditions to apply, the application or proposal will be made available to staff and evaluators for further review and completion of the evaluation process.

COMPETITIVE PROPOSAL REVIEW AND CONTRACT AWARD

- A. **Policy:** KIPDA will utilize an equitable, well defined and established evaluation process for all competitive selection processes. Evaluation processes and methods for scoring shall be clearly defined in all solicitations.

Procedures:

The following procedures will be followed for the review of proposals and award of contracts:

1. Proposals will be submitted to the Executive Director of KIPDA through the <https://kipda.bonfirehub.com/> site. All proposals shall follow the format requested by KIPDA and include complete responses for consideration of funding. Non-responsive proposals are defined as: incomplete, lacking vital information requested by KIPDA, submission after established deadline, bidder did not follow format established by KIPDA.
2. Proposals will be reviewed for cost reasonableness and affordability through a cost and price analysis. KIPDA staff will also review for responsiveness prior to the evaluation process.
3. An evaluation team which includes KIPDA staff (not responsible for the program area), Advisory Council Funding Committee members, and at least one outside (independent evaluator) party, will be selected to review and evaluate each proposal per service/program category. The use of outside objective parties is preferred, but not a requirement to conduct an evaluation if an outside party is unable to participate in the evaluation process. The Evaluation Team will follow the evaluation process and score each application according to the evaluation criteria of the request for proposal or request for qualifications. Information from the Evaluation Team review and discussion, including all scores and overall average, will be shared with the Advisory Council Funding Committee.
4. KIPDA AAAIL staff will present proposal summaries and other requested information to the Funding Committee, established by the Chair of the Advisory Council. The Funding Committee may consider staff recommendations or develop its own recommendation to be submitted to the KIPDA Board for consideration. Members of the Funding Committee who are employed by, or associated with, organizations submitting proposals for consideration will not take part in the review or consideration of funding for such proposals.
5. The following information will be made available to staff and members of the Funding Committee through the proposal submitted by applicants:
 - a. Effect of proposal on services for the elderly.
 - b. Plan and timeline for implementation of services for clients, particularly new or expanded services.
 - c. Method for assessing and determining needs of clients to be served.
 - d. Coordination with community organizations and funding to support project costs.

- e. Experience of organization in implementing planned services.
 - f. Budget, budget narrative and justification for request.
6. The Funding Committee will convene to review the information submitted by potential providers or current contractors. Organizations will not be invited to discuss proposals with the members of the Funding Committee or staff, unless it becomes necessary to conduct an interview of all responsible applicants to finalize recommendations to be made to the Advisory Council. Funding Committee members who are employed by, serve on a committee or board or otherwise have an interest in an organization applying cannot participate in any discussion, interview, vote or decisions that influence the funding of a project.
 7. The Funding Committee will report recommendations and/or findings to the full Council at the next Advisory Council meeting or special meeting scheduled at the discretion of the Council Chair. Presentations by applicants will not be permitted, unless it becomes necessary to conduct an interview of all responsible applicants to finalize recommendations to be made to the Advisory Council. The decision to interview applicants will be at the discretion of the Director of Social Services. Advisory Council members who are employed by, serve on a committee or board or otherwise have an interest in an organization applying cannot participate in a review, discussion, interview, vote or decisions that influence the funding of a project.
 8. The Advisory Council will provide recommendations for funding and selection of providers to the KIPDA Board.
 9. Staff, members of the evaluation team and the Advisory Council should not contact parties submitting proposals at any time during open procurement. The Director of Social Services (or authorized designee) will contact bidding organizations with questions and clarification as needed after reviewing the proposals. Negotiations may not take place at this point of the competitive procurement process. The Proposal scope of work and budget may not be substantially modified as a result of discussion between staff and bidding organizations. Negotiation may occur by the Director of Social Services in a manner that is equitable to all responsible bids.
 10. The Board will consider the recommendation by the Council or may introduce and consider a revised recommendation if not satisfied with the recommendation(s) of the Council. A procurement negotiation file will be maintained by KIPDA detailing the history of the procurement. Source documents will be sufficient to establish the basis for selection or rejection, basis for cost, basis for payment, rationale for method of procurement, and selection of contract type.

CONTRACT AWARD

- A. Policy:** Upon award of contracts by the KIPDA Board of Directors, a formal contract outlining the terms and conditions for the provision of services, receipt of payment, and reporting will be completed.

Procedures:

1. Sub-recipients must comply, where applicable, with 2 CFR, Part 200 and Part 300 Suspension and Debarment (2 CFR, Part 180); Terrorism Financing (31 CFR, Part 598, Subpart B); Drug-free Workplace (2 CFR, Part 182); Byrd Amendment (PL 101-121 and its Common Rule); and Stevens Amendment (PL 100-463). CFR may be located at www.eCFR.gov.
2. Agreements will be reviewed and approved by the KIPDA Legal Counsel prior to submission to sub-recipients and contractors.
3. Upon approval from Legal Counsel, agreements will be provided to sub-recipients / contractors for review and signature.
4. Sub-recipients/contractors will return all agreements to KIPDA for signature by the Executive Director, or designated management staff.
5. Revisions to agreements shall only be made with the knowledge of KIPDA Legal Counsel and in accordance with KIPDA procedures.
6. Upon signature by all parties, one copy of the executed agreement will be provided to both parties and are to be retained for record.
7. As approved by KIPDA's legal counsel, electronic signatures and copy of electronic executed agreements, as long as legible, will be accepted.
8. Verbal agreements by any party will not be binding.

CONTRACT AMENDMENTS

- A. Policy:** Contract amendments will be necessary if the following occurs:

1. Budget Amendments – a budget amendment is required when:
 - a. There is an increase or decrease in the budget total from that originally specified in the contract.
 - b. Funds are transferred from one program service to another in excess of 10% of the component service modified, or 10% of the total approved budget, whichever is the less.
 - c. Funds are transferred from a line item to another in excess of 10% of the total approved budget.
 - d. If the subcontractor fails to meet the quarterly unit and spending requirements and does not submit a plan to rectify the deficiency, a revision may be negotiated to allow funds to be used in other areas or contracts.
2. Program Amendments - An amendment of service objectives or scope of work is required when:
 - a. There will be more than a 10% differential in the planned number of units, unduplicated persons or other funds approved in the service provision agreement.
 - b. A service is to be added or deleted from the agreement.

- c. The sub-recipient / contractor proposes to change (add, move, delete) any approved site for service provision.
- d. The program design is significantly changed.
- e. A new or amended State or Federal statute or regulation requires a new provision, or conflicts with any existing plan provision.
- f. A U.S. Supreme Court decision changes the interpretation of statute or regulation; or
- g. The State Department for Aging and Independent Living or KIPDA requires an annual amendment.

Procedures:

Requests for amendment shall be submitted by the sub-recipient or contractor and include the following:

1. All requests for amendment shall be submitted in writing to the Executive Director, Director of Social Services or designated personnel of the KIPDA Division of Social Services.
2. The following information shall be included in each request for amendment appropriate to the request:
 - a. Rationale for request and impact the amendment will have on clients.
 - b. Justification for proposed change. Budget amendments will require detailed budget figures representing the current and proposed budget. Include justification for budget revisions.
 - c. Number of unduplicated clients to be served for the year for each amended service and total unduplicated client count (including proposed amendment – increases or decreases), number of service units for the year (including proposed amendment)
 - d. Planned date of implementation.
3. Additional information may be requested by KIPDA staff to further clarify provisions, changes or budgetary components of the amendment prior to submission of amendments for consideration by the Advisory Council or KIPDA Board of Directors.
4. The KIPDA Board of Directors shall approve all amendments where budgetary changes or significant changes to the scope of work occur through an amendment

B. Policy: As necessary to comply with budgetary conditions or changes in policies and statutes, KIPDA may implement a unilateral change or amendment to a contract in the event conditions or requirements change and the modification must be implemented.

Procedures:

1. Unilateral amendments or modifications will be accomplished by notifying the sub-recipient or contractor through an official written communication (letter or e-mail communication) of the change and the effective date for implementation of the change. A formal amendment will then be completed

to include official provisions or budgetary changes that will occur as a result of the required amendment.

SUSPENSION AND TERMINATION OF CONTRACTS

- A. Policy:** KIPDA may temporarily suspend or terminate a contract award in whole or in part if the sub-recipient or contractor fails to adhere to the following:
1. Contract award stipulations
 2. Federal and State laws and regulations
 3. KIPDA and/or DAIL Policies and Procedures
 4. Approved corrective action plan
 5. Performance goals and deliverables
- B. Policy:** To suspend a contract, KIPDA shall, thirty (30) days prior to the effective date:
1. Notify the sub-recipient or contractor, in writing of the action being taken (electronic notification applies).
 2. Provide the sub-recipient or contractor with the reason for the action.
 3. Specify the conditions of the suspension.
 4. Inform of the effective date of the suspension; and
 5. Inform the sub-recipient or contractor of its right to appeal the decision.
- C. Policy:** KIPDA shall grant to a sub-recipient or contractor whose funding has been suspended in whole or in part or whose contract has been terminated as a result, an opportunity for a hearing in accordance with the provision set forth in 910 KAR 1:140.

Procedures:

1. KIPDA may temporarily withhold cash payments pending an approved corrective action plan by the sub-recipient or contractor or pending a decision by the KIPDA Board to terminate a contract.
2. Disallow both the use of funds and any applicable matching funds for all or part of the cost not in compliance with the terms of the agreement/contract.
3. Wholly or partly suspend or terminate the contract award.
4. Withhold future funds; or
5. Exercise any other remedies that may be legally available.

Procedures: KIPDA may impose additional requirements for sub-recipients or contractors for the following:

1. History of poor performance.
2. Financial instability.
3. A management system that does not meet the prescribed standards; or
4. Not conforming to the terms and conditions of previous contract awards.

D. Policy: Costs to a sub-recipient or contractor resulting from obligations incurred during the suspension or after termination of a contract award shall not be allowable, unless KIPDA:

1. Expressly authorized them in the notice of suspension or termination of the contract; or
2. Subsequently determines the expenses:
 - a. Are necessary and not reasonably avoidable.
 - b. Result from obligations with were properly incurred by the provider agency before the effective date of the suspension or termination.
 - c. Are not in anticipation of the suspension or termination and in the case of a termination are non-cancellable; and
 - d. Would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

Procedures: In suspending or terminating a contract, KIPDA shall:

1. Determine the amount of unearned state and federal funds the sub-recipient or contractor has on hand and interest earned, if any.
2. Request a return of funds for all unearned or unallowable funds received by the sub-recipient or contractor from KIPDA; and
3. Designate a new sub-recipient or contractor to ensure there is no break in the provision of services to consumers.
4. Upon suspension or termination, the sub-recipient or contractor shall be required to submit all financial programmatic and other reports pursuant to the terms and conditions of the contract.

E. Policy: If the suspension of operations continues for three (3) consecutive months in a budget year, KIPDA will make decisions regarding the continuation of operations as follows:

1. Funding of operations for the sub-recipient or contractor shall be terminated.
2. Monetary assistance from the department shall cease in whole or in part under a contract at a time prior to the date of completion; and
3. KIPDA shall follow the requirements found in the policies regarding temporary suspension.

F. Policy: KIPDA may, at its discretion, reinstate the suspended operations if it is determined that the sub-recipient/contractor has come into compliance with the contract, Federal and State regulations and KIPDA or State policies.

G. Policy: KIPDA shall reimburse the sub-recipient or contractor according to the terms and conditions of the contract for allowable program activities and costs upon reinstatement of operations.

H. Policy: Operations may resume after the following occurs:

1. Immediately upon notification by KIPDA; or
2. Within the time period as designated by KIPDA.

- I. **Policy:** Costs accrued for program operations while a program is suspended shall not be reimbursed by KIPDA or the Cabinet.
- J. **Policy:** The obligational authority unearned at suspension shall become available for earning by the project and at the previously established matching ratio.
- K. **Policy:** Termination of operational obligation or authority shall result in:
 - 1. The sub-recipient or contractor designation by KIPDA. The provider will no longer be eligible for payment or reimbursement for operations nor eligible to conduct business on behalf of KIPDA or the Cabinet as stated in the original contract which has been terminated.
 - 2. KIPDA will notify the Department for Aging and Independent Living of termination of the contract, operations under the contract and designation as a sub-recipient or contractor of KIPDA related to the terminated contract.
 - 3. KIPDA will immediately take necessary action to designate an entity to perform the responsibilities previously assigned under the contract that was terminated.
 - 4. A plan for continuity of operations will be provided to the Department for Aging and Independent Living.

QUALITY ASSURANCE AND MONITORING

Policy: KIPDA AAAIL strives to provide the best possible services to its clients within the budgetary provisions through federal, state and local entities. Funds are administered by KIPDA within the Division of Social Services. The quality of services will be evaluated and monitored both internally and externally through the review of subcontractor work as follows:

Procedures: Internal quality assurance processes will consist of the following:

- 1. KIPDA will conduct internal reviews by:
- 2. Monitoring monthly invoices and reports available to analyze data.
- 3. Monitoring the data contained in the electronic data system, including staff and provider service information.
- 4. Review internal files to assess completeness of records and follow up necessary to ensure completeness and accuracy of records.
- 5. Additional quality assurance processes may be implemented by KIPDA, specific to program requirements, which may involve internal reviews at KIPDA or further on-site service provider reviews or client contact.

SERVICE PROVIDER QUALITY ASSURANCE AND MONITORING

A. POLICY: Monitoring of Sub-recipients (Service Providers)

KIPDA will conduct monitoring of its sub-recipients (service providers) at least annually using a standardized monitoring tool. Monitoring processes and standards will be implemented consistent with these policies and procedures.

Procedures:

1. A review and evaluation of sub-recipient (service provider) program and financial records will be conducted to evaluate compliance with the contract, compliance with proposed services and staffing, and quality of services.
2. Monitoring will also include interviews with caregivers and clients to determine satisfaction with services and to conduct a review of services from the client's perspective.

B. Policy: Supplemental Quality Assurance Review:

KIPDA staff will also conduct quality assurance oversight and review by implementing supplemental components that will provide assurance of compliance and quality of service delivery.

Procedures:

1. KIPDA will develop standardized quality assurance review documents to ensure consistent and adequate review by all staff assigned to oversight of sub-recipients and program services. Such instruments will be utilized by KIPDA staff internally and maintained in the primary sub-recipient contract file maintained at KIPDA.
2. Organizations subject to an independent audit will submit one copy of the annual audit for review by KIPDA fiscal staff.
3. KIPDA will develop client satisfaction survey to be distributed to participants by contractors or distributed by KIPDA staff for clients. An assessment regarding the satisfaction of those served and the quality of services will be evaluated annually.
4. For certain programs, KIPDA may approve a survey developed by a contractor which evaluates the specific type of services offered by the program. All surveys will be submitted to KIPDA for tabulation and analysis of the results. KIPDA will implement a process for distribution of surveys (hard copy, on-line, or telephone) which will provide the greatest opportunity for responses from all clients. The analysis will be completed approximately by and no later than May 31st annually. The results will be distributed to each provider after analysis of satisfaction. A combined summary of client satisfaction results will be made available to DAIL as required under KIPDA's master agreement with the Cabinet.
5. KIPDA and its providers will incorporate performance measures to evaluate programs and services. Agreements will include strategies to meet performance objectives and new services are developed or opportunities arise to change existing programs and services toward improved outcomes.
6. To the extent reasonable, KIPDA will evaluate and implement evidence-based model programs as new services to support implementation of programs with proven successful outcomes.

7. KIPDA and its service providers will adhere to the performance measures included in its annual plan and those specified by the Department for Aging and Independent Living.

MONITORING/CONTRACT REVIEW PROCESS

A. Policy: Desk Review

KIPDA will maintain and manage a comprehensive Quality Assurance System that includes program and fiscal monitoring and review.

Procedures:

1. A review of the following information will be conducted at KIPDA prior to the on-site review:
2. Timeliness of programmatic and fiscal reports
3. Review of quarterly or other required reports
4. Review of data contained in electronic data and reporting system
5. Amount paid to provider to date
6. Record of match
7. Correspondence records to address outstanding matters

B. Policy: On-Site Program and Fiscal Review

KIPDA AAAIL shall monitor the performance of all sub-recipients and services/products delivered by contractors. Sub-recipients and contractors will monitor the performance of their sub-contractors and provide the results to KIPDA. Monitoring is designed to assess compliance with the funded contract, policies, and legislation pursuant to all funded services.

Procedures:

1. Administrative monitoring of sub-recipients will be conducted on-site every other year with the interim year consisting of an administrative monitoring sign-off method and review. New and updated information will be reviewed closely, including personnel criminal records checks and training.
2. A more in-depth review will be conducted if a provider(s) demonstrates the need for such a review based on new or consistent findings are identified and until such findings are resolved.
3. Staff will schedule on-site monitoring after the first quarter of the fiscal year is complete. In the event the provider and staff cannot determine a mutually agreed-upon monitoring date, KIPDA reserves the right to schedule and conduct the review at its convenience.
4. The following information will be reviewed on-site:
 - a. Record of services and client participation
 - b. Record of weekly activities and utilization
 - c. Method and verification for reporting units
 - d. Coding of staff time to appropriate source of funds
 - e. Fiscal records to verify payments, match, and program income

- f. Participant files
- g. Case management records/files, as applicable
- h. Correspondence related to services funded by KIPDA
- i. Participant and staff interviews will be conducted as appropriate

C. Policy: Monitoring Reports and Corrective Action

KIPDA will prepare a written monitoring report which may be sent to the Second Party via mail or electronically which outlines the results of the monitoring visit, findings requiring corrective action and areas of recommended improvement.

Procedures:

1. A written report of monitoring findings and corrective action needed will be provided to the contactor within fifteen (15) working days of completion of the monitoring review. The report will include General Findings, Corrective Actions (if necessary), and recommendations as appropriate to documentation reviewed and observation of implemented services.
2. Corrective action reports will include steps needed to implement corrective measures and a timeline for expected implementation. KIPDA may also provide the contractor/provider with best practices or recommendations for improvement. These recommendations would not be considered “corrective action” with mandated implementation but would offer suggestions for improvements or modifications that could assist the provider or its clients.
3. Corrective Action related to findings is a required implementation of corrective measures to correct or improve a situation or practice by the provider that KIPDA identified as unallowable or outside of the scope of the program or agreement. Sub-recipients or contractors will have 30 calendar days to implement specified corrective action plans and demonstrate improvement in areas requiring corrective action.
4. If the sub-recipient or contractor does not take the necessary corrective action steps to correct the deficiency within a reasonable time period, the Planner assigned as the contact staff to the provider shall discuss the issue with the provider and attempt to reach a satisfactory resolution. If, after discussion the matter remains unresolved, the KIPDA Social Services Director will take steps to resolve the matter. To the extent necessary, the KIPDA Executive Director or designee will be included for resolution. Should all prior attempts at corrective action fail, the KIPDA Board or its designees will seek resolution with the contractor.
5. The Department for Aging and Independent Living may be contacted at any point in this process for technical assistance. KIPDA reserves the right to withhold funding until appropriate action has been taken.
6. The sub-recipient or contractor shall be advised of actions to be taken if noncompliance continues. Actions include but are not limited to the following: re-negotiation of the contract, financial sanctions or cancellation of the agreement. If resolution is not possible, termination of the agreement may be recommended. KIPDA will develop a contingency plan prior to the

termination of the contract to assure service delivery during any period of corrective action. The contingency plan will be submitted to the Department for Aging and Independent Living and will take into consideration options available to assure services are not interrupted.

D. Policy: Code of Conduct and Conflict of Interest

No elected official, employee, or designated agent of KIPDA, shall take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. Organizations shall comply with the provisions of (KRS 45A.330 - 45A340.990, 164.390, 210.990(1); Title 45 CFR Part 92,).

A conflict of interest occurs when the official, employee or designated agent of KIPDA, partners of such individuals, immediate family member, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms. No elected official, employee, or designated agent of KIPDA shall solicit or accept gratuities, favors or anything of significant monetary value from contractors, potential contractors, clients, subcontractors or potential subcontractors.

E. Policy: Penalties

Any elected official, employee, or designated agent of KIPDA who knowingly and deliberately violates the provisions of this code shall be subject to legal action by KIPDA without the legal protection of KIPDA. Furthermore, such a violation of these procurement standards may be grounds for removal/dismissal by KIPDA.

Any contractor, potential contractor, or subcontractor who knowingly and deliberately violates the provisions of these procurement standards may be barred from future transactions with KIPDA.

F. Policy: Protests, Disputes, Claims

Protests, disputes and/or claims regarding procurement, awards, or monitoring shall be resolved in accordance with KIPDA's Grievance procedures and as appropriate, fair hearing procedures found in Section 2 of the Division's Policies and Procedures. Any complaint with regard to the method of procurement shall be made within ten (10) calendar days from the date that KIPDA releases the procurement document.

G. Policy: Ex Parte Contact

KIPDA prohibits Ex Parte contact with any member of the KIPDA Aging Advisory Council, KIPDA staff and/or KIPDA Board of Directors in an effort to obtain information or influence a recommendation outside a scheduled public meeting conducted by KIPDA. Such contact shall be grounds for disqualification of the proposal from further consideration of funding.

SUB-RECIPIENT / CONTRACTOR RESPONSIBILITIES

ORGANIZATION AND STAFFING FOR SUBRECIPIENTS

A. Policy: Each sub-recipient / contractor shall provide for adequate and qualified staff to perform its functions as prescribed in 45 CFR 1321, or by State Regulation.

Procedures:

Each sub-recipient shall:

1. Function organizationally as prescribed by the organization's Articles of Incorporation, Bylaws or other governing rules.
2. Have on file for review a staffing plan that identifies the number and types of staff assigned to carry out Area Agency on Aging and Independent Living responsibilities and functions.
3. Assign administrative and direct service staff in proportion to funding allocated.
4. Maintain an organizational chart or description to delineate the position and responsibilities of personnel providing oversight, reporting and service delivery.
5. In the event of a staff vacancy, the sub-recipient/contractor shall provide for continuation of services, including, appointment of alternate staff who are trained and qualified to deliver services originally provided by the original designated staff person. KIPDA shall be notified of all vacancies where direct client services are provided and include in the notification, the alternate staff that will perform the service until such time the vacancy has been permanently filled.
6. In the event the sub-recipient/contractor determined that the vacancy cannot or will not be refilled, adjustments to the approved budget may be recommended to the sub-recipient / contractor, with approval by the KIPDA Board.

PROPERTY AND EQUIPMENT

KIPDA does not normally purchase equipment for service providers. However, in the rare instance this occurs, the following policies apply.

A. Policy: Should KIPDA determine the need to purchase equipment, a written request shall be submitted or included in the provider's proposal or annual planning information. KIPDA is required to request permission from the Cabinet for Health and Family Services for equipment purchases of \$500 or more. Purchases will follow the guidelines established by the Cabinet for Health and Family Services and any other grantor agency from which funds will be utilized to purchase equipment.

Procedures:

1. Property and equipment purchased with Federal, State or local matching funds shall be purchased, used and disposed in compliance with the Cabinet for Health and Family Services and where applicable, 45 CFR 74 or CFR 92 as applicable.
2. Sub-recipients shall request approval for all purchases in excess of \$500 as required by the Department for Aging and Independent Living.
3. Property and equipment purchased to fulfill the Scope of Services must be pre-approved by KIPDA and will remain the property of the Cabinet for Health and Family Services. Property shall be used for the originally authorized purpose as long as needed for that purpose. When no longer needed, approval of the granting agency may be requested to use the property for other purposes. Contact KIPDA for procedures regarding disposition of property.
4. When real property is no longer used for the original purpose and is no longer needed, disposition instructions of KIPDA shall be followed. The transfer of all items of equipment and/or supplies regardless of value to a new contractor shall be in compliance with Cabinet Program Administration Contract.
5. If equipment originally purchased with KIPDA federal and state funded program funds needs replacement, to the extent financially possible, KIPDA may consider replacement, upon written request from the provider. Equipment located at KIPDA for program administration may be exchanged for replacement equipment if budgeted and approved in accordance with Cabinet and KIPDA purchasing procedures.
6. When original or replacement equipment is no longer to be used in projects or programs currently or previously sponsored by either state or federal dollars, KIPDA AAAIL shall be contacted prior to any disposal of equipment in order to proceed by the most current Federal or State guidelines.
7. Procedures for managing equipment (including replacement equipment) until transfer, replacement, or disposition takes place shall meet the following:
 - a. Property records shall be maintained accurately for each item of equipment, the records shall include:
 - b. A description of any equipment including manufacturer's model number, if any.
 - c. Identification number, such as the manufacturer's serial number.
 - d. Identification of the grant under which the recipient acquired the equipment.
 - e. The information needed to calculate the Federal or State share of the equipment.
 - f. Acquisition date and unit acquisition cost.
 - g. Location, use, and condition of the equipment and the date the information was reported.
 - h. A physical inventory of equipment shall be taken, and the results reconciled with the property records at least once every two (2) years to

verify the existence (more often if required by CHFS), current utilization, and continued need for the equipment. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause(s) of the differences.

- i. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- j. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- k. Where equipment is to be sold and the Federal or State government is to have a right to part or all of the proceeds, selling procedures shall be such methods as to provide for competition to the extent practicable and result in the highest possible return.
- l. KIPDA shall be notified of and approve all pertinent information on the ultimate transfer, replacement, or disposition of the equipment. In the event KIPDA's funder dictates rights to ownership or return of equipment, the Sub-recipient organization or contractor shall adhere to such provisions as specified by KIPDA.

COMPLIANCE WITH TERMS OF AGREEMENTS AND CONTRACTS

- A. Policy:** KIPDA enters into a grant, contract or agreement for delivery of services to eligible populations on its behalf. All entities selected to provide services shall adhere to the terms and conditions of agreements / contracts which are executed between KIPDA and the contracted entity. Such contracts or agreements are based on a Request for Proposal or other form of application for which services were expected to be delivered after review of such application or document proposing to deliver specified services.
- B. Policy:** In the event a contractor or service provider fails to adhere to the terms of a contract or deliver services as required by Federal, State, Local laws or regulations, KIPDA shall implement its corrective action process, which, if not followed, may lead to further action, including recommendation for termination of said contract or agreement.

FINANCIAL MANAGEMENT SYSTEMS

- A. Policy:** All sub-recipients and contractors of KIPDA shall ensure that internal controls are established and/or maintained accurately, with a financial management system to support the following requirements:

1. Accurate, current, and complete disclosure of the financial results of the functions/services performed under the agreement in accordance with reporting requirements set forth in the agreement and its attachments.
2. Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, match, obligations, un-obligated balances (if applicable), assets, liabilities, expenditures, and program income.
3. Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract. Pursuant to 2 CFR, Part 200.62 and the policies of the Cabinet for Health and Family Services, funds shall be secured, and internal controls implemented by the sub-recipient or contractor that ensure reasonable achievement of accountability for all funds received. In the event the Second Party deposits funds in financial institutions in excess of the FDIC insured amount, those funds shall be collateralized.
4. Maintain procedures for ensuring compliance with the guidelines for allowable costs.
5. Accounting records that are supported by source documentation and application of funds for activities using the electronic data system, functions and services performed pursuant to the services identified in this contract. The records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances (if applicable), assets, liabilities, expenditures and income.
6. Requirements applicable to a sub-recipient or contractor also apply to a contractor's subcontractor. It is the responsibility of the contractor to assure compliance by its subcontractors. This is called a flow-down requirement.

FISCAL REPORTING AND DOCUMENTATION

- A. Policy:** All entities with which KIPDA enters into an agreement, shall submit necessary financial and programmatic or service delivery documentation. KIPDA will not pay for any service or product where an appropriate invoice containing necessary information for payment and validation of service or product was delivered.

Procedures:

1. Organizations funded to provide services or implement programs on behalf of KIPDA shall enter all service data into the data and reporting system prescribed by KIPDA no later than established deadlines. KIPDA will post data and utilize this information to create financial invoices and document service delivery prior to approval of payment.
2. Sub-recipients and contractors will print or submit monthly invoices no later than the 7th day of each month after all data is posted and approved. Invoices shall be signed and submitted electronically or mailed. Instructions are provided in each contract or agreement describing the method of invoice submission, deadlines and provisions for extensions should this occur.
3. All organizations requesting payment for service delivery shall be able to demonstrate through supporting documentation the eligible services delivered, costs incurred and provide such data or information upon request. From time-to-time, submission of this information may be necessary as KIPDA may be required to submit supporting documents to DAIL.
4. All staff, operating and travel costs associated with a program funded through KIPDA shall be documented in the sub-recipients or contractor financial system and accounted for separate from all other programs or costs of the organization. This information must be retained and documented in a system which allows for separation of revenue and expenditures for each program.

GREATEST ECONOMIC OR SOCIAL NEED

- A. Policy:** Entities that are KIPDA or receiving funds through KIPDA through the Older Americans Act or other programs requiring service for persons with greatest income or social need shall identify and ensure services are priority for persons with the greatest income or social need:

Procedures:

1. The Service Provider shall specify in writing how the provider organization intends to satisfy the needs of low-income minority individuals in the area served.
2. The Service Provider shall provide services to low-income minority individuals at least in proportion to the numbers of low-income minority older persons in the population served by the provider.

MINORITY AND RURAL AREA PARTICIPATION

- A. Policy:** Service providers (including KIPDA) are required to provide services to low-income minority individuals and older seniors living in rural areas. Contractors shall give a high priority to serving low-income elderly and low-income minority elderly areas as appropriate to the funded program. If specific

criteria exist for programs related to priority scoring and provision of services, those requirements will supersede this policy and procedure. A variety of methods may be utilized to achieve this goal, including but not limited to, hiring of minority personnel and the provision of services such as outreach, nutrition, health screenings, and information and assistance in areas with a high concentration of minority elderly. Also, providers are encouraged to recruit minorities to serve as volunteers to encourage the participation of other elderly minorities on aging advisory boards and other decision-making groups.

Procedures:

1. Contractors shall use a variety of methods to ensure participation of older individuals living in rural areas.
2. Potential methods include but are not limited to, the listing of procurement notices in rural newspapers, press releases to rural newspapers describing what programs are available, and the provision of services such as outreach, nutrition, health screenings, and information and assistance in areas with a high concentration of older individuals living in rural areas.
3. Providers are encouraged to recruit older individuals living in rural areas to serve on aging advisory boards and other decision-making groups.

SUSPENSION OR REDUCTION OF SERVICES TO ELIGIBLE CLIENTS

A. Policy: Services shall be provided to clients or potential clients based on greatest need as determined by prioritization factors. When services are terminated or reduced, the Director of Social Services will manage, in coordination with service delivery staff and/or case managers how services will be adjusted to accommodate the situation, loss of funding, transition of clients from a former contractor to a new contractor, or as necessary reduction or termination of services. Decisions with regard to modification of services will consider the impact on the safety and health of clients to reduce the negative impact on a client. Special circumstances will be considered on a case-by-case basis.

Procedures:

1. Fee paying clients shall not be billed for more than one month of new service per billing period.
2. While a client may carry an unpaid balance from month to month, contractors may not “back bill” clients for prior months that went unbilled. Billing must be prompt and timely.
3. While fee-paying clients may be terminated for failure to pay, this is an administrative decision and will be determined by the Director of KIPDA AAAIL on a case-by-case basis.
4. In all cases, the client shall be informed of his/her right to a fair hearing and provided with a copy of the Request for Fair Hearing form. Clients shall be advised that staff will provide assistance to complete the Fair Hearing Form.

COORDINATION

- A. Policy:** Coordination at all levels of program operation is necessary. KIPDA will coordinate services and encourages opportunities for partnerships with its provider network, units of government and community organizations. The goal of coordination is to increase opportunities for eligible populations and expand available resources to serve additional persons or provide additional services.

Providers are encouraged to participate in county level inter-agency coordination to provide and receive information regarding new or ongoing programs for the elderly, access additional resources and to provide assistance to eligible persons in coordinating benefits and accessing public and community assistance.

VOLUNTEERS

The use of volunteers reduces the cost of services. The use of volunteers also strengthens the visibility of the program within the community.

- A. Policy:** Providers are encouraged to recruit, train and utilize volunteers in the provision of services to eligible seniors, caregivers and persons with disabilities.

Procedures:

1. Supervision of volunteers is the responsibility of the provider securing the volunteer.
2. Adequate liability insurance to cover the organization from any loss or damages resulting from the work of a volunteer shall be secured annually with coverage sufficient to cover reasonable claims that could arise from damages, injuries or loss of property.
3. Volunteer time can be utilized to cover provider match requirements through in-kind match. To be allowable, the provider shall record time contributed to the program and the value of hourly time for each volunteer.
4. The value of hourly volunteer time shall be determined based on the average cost of a paid employee performing similar functions for the same length of time. Providers are responsible for developing and maintaining policies and procedures describing recruitment, utilization, supervision, and training of volunteers. Job descriptions shall be available for all volunteers.
5. Volunteers shall be trained in areas relating to job performance and shall have completed a criminal records check following the provisions of KRS 216.793. Training can be accomplished through on-the-job training, or as provided in a formal, one-on-one setting. Some program specific volunteers may be required to attend KIPDA, or DAIL sponsored training.

EMERGENCY PREPAREDNESS PLANS

A. Policy: Providers (including KIPDA) shall develop an agency-wide Emergency/Disaster Plan and include provisions for continuity of services during an emergency or disaster, ensuring the safety of participants, sheltering and contact with home bound persons whom the organization serves. The Emergency/Disaster Plan must include an emergency contingency plan to ensure essential services are available to home-bound and otherwise vulnerable clients during inclement weather, public emergencies and pandemic or other wide-spread illness. Providers shall also include emergency plans and response for clients in the event of pandemic or wide-spread illness. Essential services are to be the primary services available to the frailest and may include: mobile meals, personal care for bed-ridden clients and home care services. Plans can include such features as the delivery of groceries or shelf stable meals to clients, medication delivery, shelter assistance, etc. KIPDA will work in coordination with its provider network to carry out essential services and coordinate funds to the extent possible to ensure services are available.

Emergency plans shall also include the use of senior centers and focal points, with approval granted by such entities, in emergencies such as power failure, flood, tornadoes, temperature extremes, and other natural disasters.

Procedures:

The minimum components in each organization's emergency preparedness plan shall include the following:

1. Phone-Tree with contact information for emergency personnel, agencies, management of the organization, personnel who provide direct services and alternate contact persons who can assist during an emergency.
2. Methods of contacting personnel to alert them of the emergency and begin implementation of the emergency preparedness plan established by the organization.
3. Procedures for sheltering in place and carrying for individuals located within the facility.
4. Procedures for notifying caregivers or emergency contacts if an emergency has occurred and update on conditions or pick up are necessary or feasible.
5. Transportation options available or assistance with making transportation arrangements.
6. Continuity of Operations Plan if personnel are ill or stranded and cannot report to work.
7. Procedures for checking on clientele if a weather or natural disaster occurs and has affected a segment of the community or entire community.
8. Evacuation Procedures (consider fire evacuation and also reporting to drop off site nearby if necessary).

9. Arrangements with organizations or companies to provide donations, space, water, food, personnel, etc. in the event of an emergency within a facility.
10. Method for notifying KIPDA of emergency, status, need for assistance or support and updates. This is a requirement as KIPDA will need to provide follow up and status updates to the Department for Aging and Independent Living.

WAITING LISTS

- A. **Policy:** In the event that services are not available to all eligible clients due to limited funding or other factors affecting access, each provider (including KIPDA as applicable) shall maintain a wait list consistent with the reporting requirements established by KIPDA and/or the Department for Aging and Independent Living.

Procedures:

1. Each waiting list shall be reported to KIPDA on the Quarterly Program Performance Report or entered into the approved data system data and reporting system as prescribed by KIPDA.
2. Wait list information will contain a list of persons waiting to be assessed for services (as appropriate to the program), persons assessed and waiting for services and under-served persons. Providers will use the reporting format prescribed by KIPDA or enter information into approved data system to be obtained by KIPDA for appropriate reporting.
3. Potentials clients on the waiting list will be prioritized according to those with the greatest social and economic need. This typically includes individuals who are minorities, individuals who live in rural communities, individuals with limited English proficiency, individuals who live near or below the poverty level, individuals who live alone, individuals who are exceptionally frail, and individuals at greatest risk.

CONFIDENTIALITY AND HIPAA COMPLIANCE – (see HIPAA Policies for comprehensive policies and consents)

- A. **Policy:** KIPDA requires that client confidentiality be maintained. Contractors shall comply with the requirements of the Cabinet's confidentiality requirements and the Health Insurance Portability and Accountability Act. Information, written or verbal, obtained from a client/participant by the contractor, KIPDA or Kentucky Department for Aging and Independent Living, shall not be disclosed in any form that identifies the person without the individual's written and informed consent. This excludes disclosure required by court order or as otherwise authorized by law. Records identifying individuals by name shall be maintained in a locked cabinet or otherwise secured location.

- B. Policy:** KIPDA staff and the provider shall follow the Confidentiality and HIPAA policies and procedures outlined in the KIPDA Division of Social Services Policies and Procedures Manual. All providers must develop and adopt Confidentiality and HIPAA policies and procedures consistent with the KIPDA Policies and Procedures and expectation of the state and federal laws.
- C. Policy:** The Department for Aging and Independent Living, KIPDA and the contractor shall refer all reports of abuse, neglect, exploitation or spouse abuse to Adult Protective Services, Department for Families and Children. Reports to the proper authorities of suspected abuse, neglect, exploitation, or a related offense against vulnerable individuals do not require HIPAA releases.
- D. Policy:** Contractors shall maintain policies and procedures for confidentiality and HIPAA compliance.

Procedures: Provisions of Compliance per KIPDA Contracts

The Second Party and its subcontractors agree to the confidentiality of all information whether written or verbal, provided by or about any client seeking or receiving services under this master agreement, except as approved and authorized in writing by the client or as otherwise authorized by law, including the Privacy Act of 1974 (P.L. 93-579; 5 USC 552A) and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (P.L. 104-191), the HITECH Act of 2009, and the HIPAA Omnibus Final Rule of 2014. The Second Party and its subcontractors further agree to comply with regulations promulgated under those statutes. Effective September 2014, the Second Party; a Business Associate of KIPDA, must also comply with HIPAA Omnibus Rule of 2014.

The Second Party shall cause all personnel and its subcontractors who may have access to confidential information provided by KIPDA to enter into confidentiality and Business Associate agreements and maintain such confidentiality agreements on file. The Second Party will be responsible for instructing, training and monitoring activities to ensure compliance with confidentiality laws, including HIPAA. KIPDA (covered entity under HIPAA) and the Second Party (Business Associate under HIPAA) shall protect the security, confidentiality and integrity of PHI (Protected Health Information and Electronic Information). This would include any form of information on a client, personnel or individual including paper records, oral communications, audio recordings, electronic displays, etc.

The Second Party shall abide by State and Federal rules and regulations governing access to and use of information and data provided to KIPDA or CHFS and will use such information or data only for those purposes expressly delineated, defined and authorized in the agreement. In the performance of services under this agreement, the Second Party agrees as follows:

1. The Second Party shall cause all personnel who may have access to confidential information provided by KIPDA or CHFS to enter into approved confidentiality agreements and shall maintain such confidentiality agreements on file. KIPDA and CHFS reserve the right to direct the removal of or the termination of access to information or data for any individual covered by this agreement who has not signed a confidentiality agreement.
2. The Second Party and its employees and subcontractors shall comply with all Federal and State Regulations and Statutes related to confidentiality that apply to this agreement. The Second Party shall have the appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:
 - a. Information which the Commonwealth has released in writing from being maintained in confidence.
 - b. Information, which, after disclosure becomes part of the public domain as defined above by having been printed and published and available to the public in libraries or other public places where such data is collected; or
 - c. Information, which, after disclosure becomes part of the public domain, through no act of the Second Party or information required to be disclosed by law.
3. Any subcontractors, agents, and any of their employees who enter into any type of agreement to fulfill the requirements of this agreement with KIPDA, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this agreement.
4. The Second Party, any subcontractors, agents, and any of their employees who enter into any type of agreement to fulfill the requirements of this agreement with KIPDA, must complete HIPAA and HITECH training in accordance with KIPDA policies and procedures and shall submit the certification form of training completed for all new staff or subcontractor staff to KIPDA. Training on HIPAA and HITECH requirements and procedures for compliance shall be completed within 30 days of hire and immediately for all existing staff who have not received such training.
5. As required by HIPAA/HITECH Omnibus Final Rule of 2014, KIPDA is required to conduct a risk assessment of its environment to determine the level of compliance and improvements that must be instituted to become compliant with the Omnibus Rule. This risk assessment may affect the Second Party as part of the compliance review.
6. The Second Party shall only use or disclose Protected Health Information (PHI) solely for meeting its obligations under this Agreement or as required by applicable law, rule or regulation, or by accrediting or credentialing organizations to whom KIPDA is required to disclose such information or as otherwise is permitted under this Agreement or the HIPAA Privacy Rule.
7. Implement appropriate safeguards to prevent use or disclosure of Protected Health Information or Electronic Protected Health Information (EPHI) and to use appropriate administrative, physical and technical safeguards that

reasonably and appropriately protect confidentiality, integrity and availability of such information.

8. The Second Party and any subcontractor staff who conduct work to fulfill the requirements of this agreement shall adhere to KIPDA's policies regarding HIPAA, HITECH, confidentiality and use of mobile devices. Client information and any other form of PHI shall not be stored on an employee's or subcontractor's mobile device, nor shall electronic communications (e-mail or text messages) be completed in which a client's PHI is used.
9. To the extent that Business Associate maintains PHI in electronic health records, the Business Associate shall maintain an accounting of Disclosure for treatment, payment and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2015, if Business Associate acquired electronic health records.

PROVIDER MONTHLY INVOICING REPORTS

A. Policy: All contractors are required to complete data entry of services completed for eligible persons by the 6th day of each month, unless otherwise directed, to complete fiscal and program reporting requirements to KIPDA.

Procedures:

1. A review of accuracy and completeness will be conducted prior to approval for payment.
2. Monthly billing reports, unless otherwise specified, are generated with data posted in the approved data system data and reporting system. This information represents the units of service delivered in total for each month for all clients.
3. Programs not required to enter data into the approved data system or other data system prescribed shall maintain an accurate account of services delivered to clients.
4. By the 7th day of each month, submit a report certifying the services delivered and number of clients served.
5. A monthly billing report will also represent an allowable match to support each program and the amount of funds due from KIPDA.

B. Policy: Monthly reports are required for all programs. Quarterly reports are required for specific programs (see individual program policies for reporting requirements).

Procedures:

1. Monthly data is required for all programs to document service units delivered, client numbers served, match and program income earned.

2. KIPDA staff conduct a review of reports each month to determine provider performance problems and to offer technical assistance or corrective action if determined necessary.
3. In the event data or fiscal information appears to be inaccurate or problems in reporting are noted, KIPDA will contact the provider staff prior to approval for payment and to determine if further assistance is needed.
4. KIPDA reserves the right to deny or withhold payment due to lack of timeliness, need for clarification or additional information.
5. Match reporting will be included in monthly reports. Accurate supporting documentation to validate the value of match reported shall be available for review by KIPDA as requested. Source documents supporting any given transaction (receipts, validation of match, program income, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained by service providers and made available to KIPDA upon request.
6. Documents to validate information reported to KIPDA will be retained for a period of not less than 5 years from the expiration date of a contract and available for review by KIPDA or other officials in compliance with regulations relevant to specific programs.
7. Quarterly reports, if required, will contain performance and service data for the past quarter.

MATCH REPORTING PROGRAM INCOME REPORTING:

A. Policy: Two types of match are allowable for programs that require match; cash match or in-kind match. To document match, the service provider will report to KIPDA at the beginning of each fiscal year the amount of match to be contributed, the source of match (must be a non-federal source) and how the match will be used to support allowable program activities.

B. Policy: In-Kind Match

The value of a third-party contribution provided through non-federally funded resources to support the cost of allowable program activities within the funded program. Such contributions may include the value of volunteer time, the value of space (non-federally acquired space), and/or the value of materials and supplies used to conduct a program or activity. All in-kind match must be supported through records that validate the value and the service provided. Such records may include: volunteer timesheets and value of hourly rate; value of space using a realtor quote or value of average square footage of space in the general location of the space; description and value of materials and supplies used for the program or service. Information to validate match reported shall be retained by a service provider monthly and provided to KIPDA upon request.

C. Policy: Cash Match:

The amount of cash or cash value of a contribution from the Second Party. This type of match does not require that the Second party issue a check or

provide cash directly to KIPDA. This cash match requirement may be the cash value of a contribution paid directly by the Second Party on behalf of the program. Supporting documentation may include: staff time records (must validate payment with non-federal sources), value of a percentage of space contributed to a program or service through equitable distribution of the value among other programs or services and the cash value of supplies or materials contributed by the Second Party.

Procedures:

Requirements on Cash and In-Kind Match:

1. The contributions must be an allowable cost to the program to which it is reported and must benefit the program.
2. The contribution must be acquired through non-federal sources. In-kind contributions are acquired through a third party. (If any contributions are questionable, a written approval should be obtained.)
3. The contributions may not be used as match toward other federal programs.
4. Contributions must be “verifiable from the records of the recipients”. The records must show the value and how the value was determined. Volunteer services should be supported by the same written documents as paid personnel.
5. Volunteer time should be valued at rates consistent with similar work at the recipient’s organization if possible. Otherwise, volunteers’ time should be valued at rates consistent with rates paid by other employers for similar work in the same labor market.
6. Donated supplies are valued at the market value of the supplies at the time of donation.
7. Donated equipment or space (where no title transfers) is valued at its fair market value.
8. Conditional approval of value placed on donated items and time contributed for services is required. (This approval does not mean that the value is fair and reasonable.)
 - a. KIPDA may require that market value or fair rental value be determined by a certified real property appraisal.
 - b. Contributions made by a second or third party will satisfy a matching requirement only if the recipient of the contribution were to pay for the expense, the cost would be allowable under the funded program.

CONTRIBUTIONS/DONATIONS/PROGRAM INCOME REPORTING

- A. Policy:** For programs administered by KIPDA, each person shall be provided with a voluntary opportunity to contribute to the cost of the service. Providers may develop a suggested contribution schedule for services provided under this part. However, the suggested schedule shall not specify that a donation or contribution is required to receive a service. In developing a contribution schedule, the provider shall consider the income range of the older person in

the community and the provider's other sources of income. However, means tests may not be conducted for any service supported with funds authorized under Title III or Title VII of the Older Americans Act, as amended.

- B. Policy:** The privacy of each older person shall be protected. Confidentiality of contributions from participants shall be assured. Sealed envelopes or a cash box may be used to assure confidentiality. No written acknowledgment of the amount of the contribution made will be provided, except at the request of the donating client. Participants desiring a record of their contributions should be encouraged to use checks when making a contribution. Contributions may also be received from public and community interests and fund raising. Reports on contributions should be given periodically to the elderly to advise them of how their contributions are being used.
- C. Policy:** In compliance with 45 CFR, part 92, all program income must be applied to the expansion of programs and services targeted by the contribution during the same period (fiscal year) in which the program income (contribution) is received.

Procedures:

1. Service Providers of KIPDA shall establish appropriate procedures to safeguard and account for all contributions.
 - a. Two persons (a participant and a staff person) shall be designated to count the receipts daily and document the amount.
 - b. Receipts shall be maintained in a locked box or safe until deposit is made.
 - c. Cash receipts shall be recorded and deposited daily when over \$25 but in no case are receipts to be maintained un-deposited more than one week.
 - d. Adequate precautions shall be taken to prevent theft of cash receipts.
2. Contributions from individuals, families or other entities shall be encouraged in the state general fund programs (Adult Day Care, Home Care, Personal Care Attendant, KY Caregiver, etc.) and suggested contribution or donation rates may be established; however, pressure shall not be placed upon the client to donate or contribute.
3. Services shall not be withheld from an otherwise eligible individual based upon his failure to voluntarily contribute to support services.
4. Participant contributions shall be accounted for according to generally accepted accounting principles. Participant contributions will be reported to the Area Agency on Aging and Independent Living on the Monthly Financial Report.

FEE FOR SERVICE

- A. Policy:** Under some State general fund programs (Adult Day Care, Personal Care Attendant and Home Care) eligible persons shall be charged a fee determined by the cost of the service unit based upon income and size of family. The assessor or case manager shall be responsible for determining fee-paying status, and extraordinary out-of-pocket expenses shall be considered in determining a client's ability to pay. No fees shall be assessed an individual who meets the definition of "needy aged" as governed by KRS 205.010(6) "Needy aged" means a person who has attained the age of sixty-five (65) and who is unable to provide for himself and who does not have otherwise provided for him a subsistence compatible with decency and health. Programs funded through Older Americans Act prohibit the collection of fees (see donations).

AUDITS AND ADVANCES

AUDITS

A. Policy: Audits – Federally Funded Programs

Federally funded programs: Unless otherwise required by enabling legislation, federally funded programs are governed by 2 CFR, Part 200 (supersedes OMB Circular A-133). Under 2 CFR, Part 200, an audit will be required if an agency expends more than \$750,000 in federal funds in a year.

B. Policy: Audits - State funded programs:

1. Under the state guidelines, if the contract agency receives more than \$50,000 in state funds it shall conduct an audit of the state funds received, but an audit of the general-purpose financial statements is not required. The following programs are state funded programs:
 - a. Home Care
 - b. Adult Day/Alzheimer's Respite
 - c. Kentucky Caregiver
2. The state may require, at its discretion, certification of amounts paid or audits completed in accordance with GAGAS. The general expectation of the Department for Aging and Independent Living is that audits will verify amounts earned for the state-funded programs and compliance with the laws, regulations and contract provisions. In planning and performing the audit, the auditor should follow the guidelines contained in Generally Accepted Government Auditing Standards.
3. Specific tests or procedures are expected to be performed to verify:
 - Amounts earned (units provided or reimbursable costs incurred)
 - Required match provided and composition of match (Program Income, Agency Cash or In-kind Match) is allowable and verifiable.

- Program income reported equals the correct amount provided by program participants according to cash receipts.
 - Program income was expended in the year that it was earned and for allowable purposes.
4. Audits of state funded programs, for those providers required to undergo an audit, shall be submitted to KIPDA no later than six months after the end of each contract year.

ADVANCES AND BONDING

A. Policy: KIPDA will only authorize an advance in payment of funds if approval is granted by its funder or grantor agency.

Procedures:

1. The Second Party shall submit a request for advance to KIPDA no later than the first month into the fiscal year. KIPDA reserves the right to limit advances and deny a request for an advance if it is in the best interest of KIPDA and the program.

B. Policy: Upon execution of a contract and upon approval for receipt of an advance payment, the Second Party shall execute a suitable bond or insurance contract providing for full repayment where money is disbursed in violation of the contractual requirement. A final effective disbursement of any such advanced funds shall not be made until after services have in fact been rendered.

CENTER STANDARDS AND OPERATIONS FOR PROVIDERS OFFERING SERVICES IN A FACILITY

FIRE SAFETY

A. Policy: Sites without portable fire extinguishers: Facilities not required to provide portable fire extinguishers for employee use shall meet the following criteria which shall be stated in a written plan:

1. The facility shall have 100% sprinkler protection.
2. There shall be no provision for employees to fight a fire.
3. A fire evacuation policy shall be established and implemented which requires the total and immediate evacuation of all persons from the site/center upon the sounding of a fire alarm signal.
4. For sites without mechanical fire alarms, any device which makes a distinctive sound may be used (i.e., bullhorn, megaphone, compressed air horn, etc.).

5. The evacuation policy shall include training to use the evacuation procedures and documentation that the training was provided.
6. Evacuation procedures shall include announced and unannounced fire drills.
7. Fire drills shall be conducted periodically but no less than four times a year at facilities where activities are conducted with seniors on a daily basis.
8. The evacuation procedures shall include a primary and secondary route for evacuation.
9. A staff person shall be designated to assist and direct the evacuation of persons with disabilities.
10. Detailed fire prevention measures shall be established and implemented which include the following:
 - a. Identify the areas which are considered hazardous so staff know where they are. Hazardous areas include kitchen, craft room, and mechanical areas. Mechanical areas are the furnace, boiler, air distribution equipment, and storage areas.
 - b. Establish and implement housekeeping measures which keep the hazardous areas clean. These areas should be inspected monthly.
 - c. Establish and implement a plan for maintenance of equipment.

B. Policy: Sites with portable fire extinguishers:

When portable fire extinguishers are provided for the use of employees, the following measures are required:

1. All fire extinguishers shall be mounted, located and identified so they are readily accessible to employees. Only trained personnel will use fire extinguishers.
2. A fire extinguisher shall be placed no more than 50 feet from the kitchen and furnace area, or other hazardous area.
3. A fire extinguisher classified as a B/C fire extinguisher shall be placed in or near the kitchen area for centers where food is prepared on site. For kitchens with warming kitchens only, the multipurpose A/B/C extinguisher will suffice.
4. Fire extinguishers classified as A/B/C (multipurpose) may be placed elsewhere.
5. A fire evacuation policy shall be established and implemented which requires immediate evacuation from the site/center upon the sounding of a fire alarm signal.
6. For centers without mechanical fire alarms, any device which makes a distinctive sound may be used (i.e., bullhorn, megaphone, compressed air horn, etc.)
7. The evacuation policy shall include training to use the evacuation procedures and documentation that the training was provided.
8. Evacuation procedures shall include announced and unannounced fire drills.
9. Fire drills shall be conducted periodically but no less than four times a year.

10. The evacuation procedures shall include a primary and secondary route for evacuation.
11. A staff person shall be designated to assist and direct the evacuation of persons with disabilities.
12. Detailed fire prevention measures shall be established and implemented which includes the following:
 - a. Identify the areas which are considered hazardous. Hazardous areas include kitchen, craft room and mechanical areas. Mechanical areas are the furnace, boiler, air distribution equipment, and storage areas. Establish and implement housekeeping measures which keep the hazardous areas clean. These areas should be inspected monthly.
 - b. Establish and implement a plan for maintenance of equipment.

C. Policy: Authorized users of portable fire extinguishers:

Each site shall designate employees who are authorized to use the portable fire extinguishers. All other employees must immediately follow the established evacuation procedures upon the sounding of the fire alarm.

Procedures:

1. Training shall be conducted for all employees to facilitate the safe and effective use of portable fire extinguishers when needed.
2. Designated employees, upon initial employment and annually thereafter, shall be provided with an education program to familiarize them with the general principles of fire extinguisher use and the hazards involved with early-stage firefighting.
3. Designated employees shall be trained in the use of the appropriate equipment.
4. Fire departments and state vocational schools are potential resources for training and may provide the training as public service work.

D. Policy: Testing of all fire extinguishers shall occur monthly.

Procedures:

1. The site director shall visually inspect each portable fire extinguisher monthly. The monthly inspection is to verify that the fire extinguishers are in place, do not appear to be damaged, the gauge is in the normal operating zone and the seal is intact.
2. The date of each visual inspection shall be documented and initialed by the inspector.
3. The results of each visual inspection shall be documented.
4. The records of visual inspection shall be maintained on file at the site.
5. A certified extinguisher maintenance company shall subject portable fire extinguishers to an annual maintenance check.

ALTERING CENTER, SITE, OR STAFF OPERATION

A. Policy: Providers of service shall obtain prior approval from KIPDA AAAIL when a contractor intends to:

1. Close, move or open a site/central office,
2. Change the hours and/or days of operation,
3. Change the location of a site/central office,
4. Change the method of providing services in a manner that affects availability of ongoing services, or
5. Substantially reduce the level or number of services.

Procedures:

1. Providers shall submit to KIPDA a written request on the appropriate form including sufficient justification for the proposed change in operation. Justification for the change shall include:
 2. Proposed effective date of change.
 3. Purpose of change.
 4. Number of participants affected by change or action and their involvement in the process.
 5. Is the change temporary or permanent and an explanation.
 6. Will this change result in an increase or decrease in the costs of the operation with an explanation (please complete "Alteration of Center Operations" form).
 7. Did the Advisory Council or Board approve the change with an explanation.
 8. Have provisions in place to continue services to the current participants with an explanation.
 9. Identify the costs are involved in meeting local fire, health, safety and sanitation regulations with an explanation.
10. A request to open a new site shall include copies of the completed health and fire department inspection forms (and completed Title III Site and Focal Point Pages, if applicable).
11. Provider shall notify KIPDA AAAIL as well as the local fire and health departments when a meal preparation is proposed.
12. Provider of service shall notify KIPDA AAAIL when there is a management (or individuals listed on the proposal) staffing change.

B. Policy: Temporary changes in site locations or operations due to conditions or situations that require services to be temporarily relocated will not require approval but will require a notification to KIPDA and clients served. Temporary will be considered 30 days or less. Alterations beyond this amount of time may require further approvals from local governing authorities.

Procedures:

The notification of a temporary move or change in services will require in the notification to KIPDA and clients the reason for the change, the period of time for which the alteration will be in effect, temporary location contact information

(address, phone, e-mail, etc.) and individual to whom concerns can be addressed.

CRIMINAL RECORDS CHECK FOR EMPLOYEES AND VOLUNTEERS

A. Policy: All employees or volunteers of agencies that provide direct service to senior citizens or those who live with disabilities under contract with KIPDA (including KIPDA) shall have a criminal records check completed consistent with the provisions of KRS 216.785, 216.787 and 216.793 and any other applicable regulations as a condition of employment. Criminal records checks shall be completed and on file prior to an employee or volunteer having any direct contact with a potential client. This policy includes the following definitions:

1. **Employee:** All individuals either employed by a direct service agency or volunteers utilized by that agency that have direct client contact are covered by this law. Employees or Volunteers hired by an organization prior to July 15, 1994, are not covered by this law.
2. **Criminal Records Check:** Only the Kentucky Justice Cabinet (Kentucky State Police) or the Administrative Office of the Courts can be used as a resource for criminal checks. This means that checks completed through local police or Commonwealth Attorney's Office does not fulfill this policy. The Kentucky KARES fingerprint might fulfill this requirement for some programs.
3. **Crime:** A conviction or a plea of guilty to a felony offense related to theft, abuse or sale of illegal drugs; abuse, neglect, or exploitation of an adult; or the commission of a sex crime. Conviction of, or a plea to, an offense committed outside the Commonwealth is a crime if the offense would have been a felony in Kentucky.
4. Certain programs funded through the Department for Aging and Independent Living or Medicaid require a further review for criminal offenses as documented in the Nurse Abuse Registry and Caregiver Misconduct Registry.
5. In January 2016, the Commonwealth updated its requirements for background checks, implementing the KARES (Kentucky Applicant Registry and Employment Screening) where entities who hire staff and volunteers will register and report the outcome of finger printing national background check. Effective, March 15, 2016, the Second Party will not be required to participate in the National Background Check Program also known as KARES (906 KAR 1:190E). Continued participation in KARES is on a voluntary basis only, all Second Party employees are still required to meet the criminal background requirements in Chapter 1 of 910 KAR as applicable.
6. **Direct Service:** Personal or group interaction between the employee and the senior citizen.
7. **Senior Citizen:** A person sixty (60) years of age or older.

PROHIBITED EMPLOYEE ACTIVITIES

- A. Policy:** Agencies applying for and receiving funds for any service shall clearly prohibit their staff (including volunteers) from involvement in any of the following activities:
1. Direct service employees shall not be accompanied in the home of the client. The only exceptions are supervisory or training personnel or another case manager/service advisor/support broker as appropriate.
 2. Employees shall not seek or accept personal gifts and/or favors of a significant value (\$25 or more) from a client.
 3. Employees shall not operate a client's personal vehicle.
 4. Employees shall not borrow money or personal property from a client.
 5. Employees shall not loan money to a client.
 6. Employees shall not consume or take client's belongings.
 7. Employees shall not charge KIPDA programs for time spent on political activities.
 8. Employees shall not be under the influence of intoxicating beverages, drug(s), or chemicals, other than those prescribed for the employee by a licensed physician, while acting on behalf of a KIPDA program.
 9. Employees shall not transport a client using KIPDA funds **without program authorization for same.**
 10. Employees shall not perform financial management for a client including, but not limited to, completing tax returns, transacting banking business, balancing check books, issuing and/or cashing personal checks, acting under a power of attorney, or selling and/or buying personal and/or real property, **unless specifically funded or approved for the above by KIPDA.**
 11. Employees shall not accept payment for services performed for a client that would normally be provided as a family member (such as receiving payment from a service provider for providing respite services to your parent).
 12. Employees shall not violate client confidentiality by divulging client-specific information.
 13. Employees shall not propose and/or participate in any sexual activity with a client.
 14. Employees shall not take part or have an interest in any award of any client referral or other client transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the employee or their immediate family member has a financial or other interest in any of the competing firms.
 15. Employees shall not accept cash from a client or on behalf of a client.
 16. Employees shall not commit theft of prescription drugs from the client.
 17. Employees shall not administer over-the-counter medications to be ingested by clients.

- B. Policy:** With the exception of the Health Models, the following procedures shall not be performed. (Only those Health Models meeting objectives prescribed in 902 KRS 20:066 shall be able to perform the duties listed below.)
1. Employees shall not administer oral prescription medications or apply topical prescription medications.
 2. Employees shall not perform tasks that require sterile technique.
 3. Employees shall not administer irrigation fluids to intravenous lines, foley catheters or ostomies.
 4. Employees shall not administer food or fluids via feeding tubes.
 5. Employees shall not administer enemas.
 6. Employees shall not engage in the treatment of open wounds for clients.
- C. Policy:** All employees paid in whole or in part with KIPDA funds and volunteers, who, although not paid with KIPDA funds, provide service to clients, shall be advised that the above activities are strictly prohibited. Any employee found guilty of any of the above prohibitions or of any criminal offense against the participant shall immediately cease working with any client.

JOB LISTING AND EMPLOYMENT PRIORITY

- A. Policy:** The contractor shall list all jobs/positions created as a result of the agreement and shall cause all subcontractors to this agreement to list all job employment openings with the local employment office of the Department for Employment Services.

CIVIL RIGHTS COMPLIANCE

DISCRIMINATION (BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, AGE OR DISABILITY PROHIBITED)

- A. Policy:** During the performance of this contract, the Second Party (the contractor and KIPDA) agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post notices setting forth the

provisions of this nondiscrimination clause in a conspicuous place, available to employees and applicants for employment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding; a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order, as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their or his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs 1 through 7 of Section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the

Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. The contractor agrees to comply with all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this contract.
9. The contractor shall comply with Executive Order 13166, Federal Register Volume 65. No.50121, including but not limited to, language providing services to improve access to its programs and activities for persons, who, as a result of their national origin, are limited in their English proficiency (“LEP”). The language services shall: Be consistent with the general guidance document (LEP Guidance) issued by the Department of Justice which sets forth the compliance standards recipients of Federal financial assistance must follow to ensure that LEP persons have meaningful access to the program’s services and activities; Have a method of identifying LEP individuals; and Provide language assistance measures (e.g. oral interpretation and written translation services; training of staff; providing notice to LEP persons; monitoring compliance and updating the plan.)

DISCRIMINATION BECAUSE OF LIVING WITH A DISABILITY PROHIBITED

- A. Policy:** The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and the Americans with Disabilities Act of 1990, PL-101-336 and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance.

The contractor agrees to comply with the provisions of 900 KAR 1:070, Deaf and Hard of hearing Services, as relates to KRS 12.290, 29 U.S.C. 794, 42 U.S.C. 12101 et seq., Statutory Authority: KRS194.050, KRS 12.290.

PARTICIPANT RESPONSIBILITIES

GENERAL

- A. Policy:** To receive services from any program or service administered by the KIPDA Area Agency on Aging and Independent Living as awarded through DAIL, the participant shall agree to receive services, sign an application requesting services (as required), agree to provide information necessary to complete a plan of care, participate in the development of a plan of care, and cooperate with service contractors. In any situation where the client is unable to cooperate and make decisions regarding service needs, the appropriate Power of Attorney (POA) or legal guardian must agree to cooperate on behalf of the client.

B. Policy: The service contractors and the participant and family shall treat one another with mutual respect. None of the parties shall subject another to physical abuse, sexual harassment or verbal abuse. None of the parties shall subject another to possible physical harm through a display, possession, or handling of a weapon, nor endanger another by an animal. Some examples of harassment, intimidation or bullying include: slurs, rumors, jokes, innuendos demeaning comments, cartoons, pranks, gestures, physical attacks, threats, or other written, oral or physical action.

Procedures:

1. Establish methods to assist those being bullied:
 - a. Emphasize the importance of standing up for their rights
 - b. Provide assistance for managing anger
 - c. Ensure they know who to report future incidents
 - d. Establish boundaries
 - e. Encourage continued participation in program
2. Establish methods to address the bully, including:
 - a. Discuss issues and explain policy and procedure requirements
 - b. Find ways to assist them to remain involved and establish friendships
 - c. Refer for counseling
 - d. Refer to law enforcement when appropriate.

C. Policy: A contractor may, upon due notice, suspend the provision of service to an otherwise eligible client where the contractor, upon consultation with KIPDA AAAIL determines that to provide the service poses a danger to any person. Such suspension may remain in effect until KIPDA AAAIL determines that the danger has been abated or eliminated. No advance notice is required if the worker feels an imminently dangerous situation exists.

The following shall be excluded from this policy:

1. Residents and family members who receive services under the Long-Term Care Ombudsman Program.
2. Participants and contractors of intake and referral, outreach and legal assistance.
3. Congregate services provided in, or arranged by, a senior citizens center, nutrition site, day care or other congregate program may develop and display conspicuously a policy of mutual respect as appropriate for the congregate location.

MUTUAL RESPECT

All persons shall be treated with mutual respect and acceptance in an environment that supports a safe and non-intimidating atmosphere for work, socialization or services administered through KIPDA or its service providers.

- A. Policy:** All participants, KIPDA staff and contractor staff shall treat one another with mutual respect and courtesy. KIPDA is committed to maintaining a safe and civil work and service environment, free from Harassment, Intimidation or Bullying. In keeping with this commitment, KIPDA will not tolerate harassing or bullying conduct that affects tangible job benefits, that interferes with an individual's work performance, or that creates an intimidating, hostile or offensive environment by anyone, including any superior, co-worker, vendor, client, or citizen.

ANTI-HARRASSMENT / ANTI-BULLYING

- A. Policy:** Staff, volunteers, providers, participants and family /caregivers shall treat one another with mutual respect. None of the parties shall subject another to harassment, intimidation or bullying. Bullying, harassment and intimidation will not be tolerated at any time or at any location where KIPDA supports programs, services or outreach to the public.

Definition:

1. **Harassment, intimidation, or bullying** means any intentional written, verbal, or physical act, when act:
 - a. Physically harms a person or damages the person's property;
 - b. Has the effect of substantially interfering with a person's ability to obtain services or perform their job duties.
 - c. Is severe, persistent, or pervasive that it creates an intimidating or threatening environment; or
 - d. Has the effect of substantially disrupting the orderly operation of the facility.

Harassment, intimidation or bullying can take many forms including: slurs, rumors, jokes, innuendo's, demeaning comments, cartoons, pranks, gestures, physical attacks, threats, or other written, oral or physical actions.

2. **"Intentional acts"** refers to the individual's choice to engage in the act rather than the ultimate impact of the action(s).

This policy is not intended to prohibit expression of religious, philosophical, or political views, provided that the expression does not substantially disrupt the environment. Many behaviors that do not rise to the level of harassment, intimidation, or bullying may still be prohibited by other agency policies.

3. **Bullying** may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when considering discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important

B. Policy: Should either party feel that an offense has occurred, recourse shall be sought through the mediation, grievance, or complaint procedures established by the contractor, KIPDA or the Cabinet for Health and Family Services.

Procedures:

1. Participants and staff members shall notify a supervisor, Human Resources Director or Program Director if actions from another staff member, group, participant or family of participant causes harm or makes the individual feel threatened for his or her safety.
2. In the event the occurrence(s) take place by KIPDA staff or contractor staff or volunteer, the supervisor of the alleged staff or volunteer shall be promptly notified with a written incident report completed by the party reporting the incident and submitted to the supervisor within 24 hours of the occurrence.
3. Verbal complaints to supervisors and opportunities for discussions and solutions may occur to immediately resolve the issue presented.
4. Disciplinary action for continued harassment or bullying will be addressed through the Supervisor and/or Human Resources Director.
5. In the event the occurrence(s) take place by a participant or family of a participant, participant services are not to be suspended by a contractor agency until the case manager, center director or agency director has determined that the provisions of the care plan cannot be met due to the behavior of the participant or family. Services may be suspended if the service contractor or case manager deems that the worker will be at imminent risk or danger. The contractor agency shall report suspension of service immediately to KIPDA, who shall investigate the suspension and make a final determination.
6. In situations of suspension as described in the above, a written report which documents the grounds requiring suspension, attempts to resolve the situation.
7. In the event a participant is suspended, a written notice with the terms of the suspension and opportunity to due process through a Request for a Fair Hearing.
8. This form shall be forwarded to the KIPDA Director of Social Services for the initial local resolution process.
9. When conflicts or disagreements occur involving either staff or participants regarding mutual respect, harassment, bullying or intimidation, the following steps shall be followed:

- a. A verbal warning to the staff or participant for the first conflict.
- b. A written warning for the second conflict
- c. Suspension for the third conflict.
- d. In situations of suspension as described in (c) above, a written report which documents the grounds requiring suspension, attempts to resolve the situation and written notice that the staff member or client may file a grievance under the Request for Fair Hearing form. This form shall be forwarded to KIPDA and KIPDA will notify the Department for Aging and Independent Living in the event a hearing in accordance with KRS 13.B has been requested; and
- e. Detailed written records shall be maintained by the service contractor.

METHODS FOR ENFORCEMENT

A. Policy: KIPDA AAAIL:

1. Ensure that all employees are aware of the KIPDA ADD anti-bullying policy and procedures
2. Ensure that any incident of bullying is dealt with regardless of whether a complaint of bullying has been received
3. Provide leadership and role-modeling in appropriate professional behavior
4. Respond promptly, sensitively and confidentially to all situations where bullying behavior is observed or alleged to have occurred

B. Policy: Staff

1. Will be familiar with and behave according to the KIPDA AAAIL policy.
2. Report incidents of bullying to your supervisor, or Human Resources Director as appropriate.
3. Where appropriate, speak to the alleged bully(ies) to object to the behavior

C. Policy: Providers

1. Each Provider of the Area Agency on Aging and Independent Living shall have a policy and procedure regarding harassment, which includes bullying and addresses the following items.
2. Rules and expectations for behavior of program participants, staff, and volunteers.
3. Behaviors, activities and actions that are prohibited.
4. Evaluation through satisfaction surveys.
5. Methods for enforcement.

IMPLEMENTATION:

- A. Policy:** Implementation processes shall include the following:

1. Reporting procedures of incidents by staff and participants. All incidents shall be documented.
2. Include planned opportunities for discussions regarding challenges and solutions.
3. Include requirements for increasing awareness among facilities for which services are provided.
4. Methods for supervisors to assist those being bullied.
 - a. Emphasize the importance of standing up for their rights.
 - b. Provide assistance for managing anger.
 - c. Establish boundaries.
 - d. Ensure they know who to report future incidents.
 - e. Encourage continued participation in program to ensure they are connected with the community.
5. Methods for supervisors to address the bully.
 - a. Discuss issues and explain policy and procedure requirements.
 - b. Find ways to assist them to remain involved and establish friendships.
 - c. Refer for counseling.
 - d. Referral to law enforcement when appropriate.

PERFORMANCE EXPECTATIONS

A. Policy: The Department for Aging and Independent Living specifies performance expectations by which the AAAIL is required to achieve, including expenditure requirements. As a result of DAAL performance expectations, KIPDA will require its contractors, annually, to meet specified performance level.

Procedure:

1. Annually, each contractor will specify the total number of service units and clients it is prepared or plans to serve. Funds are allocated to assist the contractor, through financial support, in meeting its planned service level. It is expected that contractors will achieve no less than 90% of planned performance annually.
2. Contractors implementing programs where performance and payments are based on client utilization will be expected to deliver at least 85% of the care plan established for each client.
3. Contractors receiving a specific allocation of funds for a program will be required to achieve at least a 90% performance level and meet contractual quarterly performance goals.

VOTER REGISTRATION

As a contractor of the Department for Aging and Independent Living, designated under KRS 116.048(1)(d) as a voter registration agency with state funded programs primarily

engaged in providing services to persons with disabilities. 42 U.S. C. 1973gg-5 and KRS 116.048, KIPDA is required to distribute voter registration forms, assist individuals in the completion of forms, and ensure the completed voter registration forms reach the appropriate county clerk for processing if left with the AAAIL or contractor.

Pursuant to 42 U.S.C. 1973gg-10(2)(B), staff is subject to fines, imprisonment up to five (5) years, or both, if convicted of:

1. Seeking to influence political preference or party registration.
2. Displaying any political preference or party registration.
3. Making statements or acting in a way that implies that a decision to register or not to register to vote will have any bearing on the availability of program services or benefits.

A. Policy: KIPDA will identify specific agencies, because of assisting with client application for service, recertification, renewal, or updates to data systems when an address change is reported, to provide assistance to the applicant/recipient meeting the following criteria and shall be provided the opportunity to complete an application to register to vote or update his/her voter registration.

The registrant must meet the following criteria:

1. Be age eighteen (18) years of age or older and United States citizen.
2. Be age seventeen (17) who will become eighteen (18) years of age on or before the day of the regular election to vote in the primary, pursuant to KRS 116.055.
3. Not be registered to vote; or
4. Not be registered at his/her current address.

Procedures:

1. Hard copy versions of the voter registration forms, SBE-01 Commonwealth of Kentucky Mail-in Voter Registration form may be made available to clients and the general public if requested. Form SBE-01 can be obtained at www.elect.ky.gov Register to Vote.
2. Other household members may complete an SBE-01 if wishing to register to vote, without completing the DAIL-VR-01.
3. Staff shall provide the same level of assistance to individuals wanting to register to vote as is provided for other applications. This includes providing assistance in completing the application to register to vote, unless the applicant/recipient refuses help.
4. Completion of the SBE-01 is only an application to register to vote. The county clerk approves or denies the application and sends a notice to the applicant/recipient.
5. The SBE-01 may be copied to be made for distribution. The applicant/recipient shall complete all of the SBE-01, except:
 - a. A social security number is not required to be collected but suggested to collect.
 - b. The last 4 digits of the social security number are not to be used.
 - c. Work and home phone numbers are optional.

- d. Male/Female is optional; and
- e. If a sign is used for signature, complete the “witnessed by” section
- 6. Pursuant to KRS 116.048(6)(a), a completed application accepted at a voter registration agency shall be transmitted (by mail or walk-in) by the voter registration agency to the county clerk in the county of the applicant/recipient’s voting residence not later than ten (10) days after date of acceptance, or not later than five (5) days after date of acceptance, if accepted within five (5) days before the last day for registration to vote in an election.
- 7. Form DAIL-VR-01, Voter Registration Rights and Declination will provide an explanation of the rights of an individual to register or decline to vote and serves as a record of declination. This form is read by or to the applicant/recipient and he/she signs and dates the form.
- 8. If an interview is conducted over the phone for an application, reapplication, recertification, program transfer, or address change, thoroughly and specifically document comments. Manually mail form DAIL-VR-01 along with form SBE-01. No negative action is taken if the forms are not returned.
- 9. General information regarding the voter registration process in Kentucky can be found at www.elect.ky.gov
- 10. The following DAIL programs are exempt from this requirement: Ombudsman, Aging Disability Resource Center (ADRC), State Health Insurance Program (SHIP). The following services are exempt: Outreach, Information and Assistance, and Legal services (if a consumer group).

INCIDENT REPORTING

- A. Policy:** All incidents that result in damage or injury involving an employee, volunteer, or client (including in-home services) must be reported to the immediate supervisor of the staff person or volunteer providing the service or implementing a service within 24 hours of the occurrence. This includes incidents that occur at a facility through KIPDA funded services. Accidents, injuries, and client complaints are to be reported on the Incident Notification Form or Client Complaint Form (both forms found in the appendix of this section) respectively. It is important to complete the incident report form even if the injury appears to be minor. In case there are delayed negative health effects the incident report will serve as a record. Incidents that are to be reported to KIPDA include: injury of a client, suspected abuse, suspected neglect, suspected exploitation, property damage and theft. All incident reports must be submitted to KIPDA within 5 days of the occurrence. Incidents which include abuse, neglect, exploitation or theft shall be reported to the appropriate authorities (Adult and Protective Services or Law Enforcement) immediately and KIPDA by the close of the business day in which the incident was identified.

Organizations that are subcontractors for providers shall also implement incident reporting procedures. The organization through which KIPDA directly contracts is responsible for ensuring incidents are reported to their organization directly.

Incidents and complaints must be documented in the approved data system or MWMA and any other software or record keeping location as appropriate, and a copy of complaint/ incident/ corrective action/ resolution must be maintained in client file.

Procedures:

In order to maintain an effective incident monitoring system, KIPDA has implemented the following procedures for reporting incidents:

1. Incidents that occur during a KIPDA-funded activity (center or site):

- a. Employees/ volunteers must complete the Incident Notification Form within 24 hours of the incident and submit it to his or her immediate supervisor.
- b. The supervisor shall discuss the incident with relevant staff. If necessary, training shall be provided to prevent recurrence of the incident.
- c. The supervisor shall forward the incident report form to KIPDA within five business days of the incident if the incident resulted in injury to a client or provider representative or damage to property. Suspected abuse, neglect or exploitation related to a KIPDA client shall be reported to KIPDA and the proper authorities.
- d. The incident shall be case noted in the approved data system or MWMA and any other appropriate record-keeping software or file.

2. Incidents involving clients receiving in-home services or services off-site:

Any incidents that occur while a provider staff person or volunteer is performing a service in a client's home or off-site activity.

- a. If injuries or illness occurs where medical attention is needed, immediately contact the client's emergency contact and/or EMS.
- b. If the incident involves theft, suspected abuse, neglect or exploitation, the employee or volunteer shall immediately inform his/ her immediate supervisor and contact appropriate authorities (APS or Law Enforcement) and the emergency contact person listed for the client.
- c. The staff person or volunteer who witnesses the incident shall complete the Incident Notification Form.
- d. The provider staff person or volunteer shall submit the incident report form to his or her immediate supervisor upon the close of the workday.
- e. The supervisor shall contact KIPDA no later than the next business day, note the incident in the approved data system reporting system immediately and forward the incident report form to KIPDA within 24 hours of the incident.
- f. The incident shall be case noted in the approved data system, or MWMA and any other appropriate record-keeping software or file. KIPDA may contact all individuals involved in the incident if necessary, to implement a resolution or follow up on the status of the client, property and provider staff.

SUSPECTED ABUSE, NEGLECT AND EXPLOITATION

Policy: Abuse, neglect and exploitation are not tolerated by KIPDA.

Procedures: If a KIPDA staff member in any division or program, a KIPDA subcontractor staff member, a volunteer connected to any KIPDA program, or anyone else connected to KIPDA suspects abuse, neglect or exploitation of any KIPDA client or potential client, that individual is to do the following:

- Abuse/neglect/exploitation should be reported immediately if possible or if the situation demands it. It should always be reported within 24 hours.
- Contact the appropriate local authorities (911, police, fire, etc.) if the person is in immediate danger.
- Contact their immediate supervisor.
- If it is a KIPDA provider who suspects abuse, neglect or exploitation, that individual should contact their provider liaison at KIPDA.
- Adult Protective Services should be notified via website [WebReferral \(ky.gov\)](https://www.ky.gov/webreferral)
- Or call to report the abuse as appropriate 1-877-597-2331.
- Complete other appropriate incident reports as required.

Appendix for the General Administrative Section

- Incident Notification Form
 - Complaint Form



Kentuckiana Regional Planning and Development Agency (KIPDA)
Division of Social Services

11520 Commonwealth Drive

Louisville, KY 40299

Telephone: 502-266-5571

Fax: 502-266-5047

INCIDENT NOTIFICATION FORM

This form is used to document incidents involving employees, volunteers, or clients.

Narratives and relevant documents may be attached. Please print or type.

Name of organization reporting incident: _____

Address of Organization: _____

Contact Person: _____ Telephone: _____ E-Mail: _____

Incident Details:

A. Name of person(s) involved:	
Employee/ Volunteer	† Client
Date and time:	
Location:	
Circumstances:	
Detailed description of incident:	

Incident Summary:

1. Were there any injuries or property damage sustained from the incident? Yes No

If YES, please explain: _____

2. Was a supervisor notified of the incident? Yes No If yes, who? _____

3. If the person involved is an employee or volunteer for KIPDA funded services at the time of the incident, were he/she/they engaged in an activity related to the scope of your contract?

Yes No

Explain: _____

4. List witnesses:

5. Other pertinent information:

I certify that all the information provided by me in this document is true, complete, and correct to the best of my knowledge.

Signature of Provider Representative

Signature of Client (if applicable)

Signature of Supervisor

Date



Kentuckiana Regional Planning and Development Agency
11520 Commonwealth Drive
Louisville, KY 40299
Telephone: 502-266-5571
Fax: 502-266-5047

CLIENT COMPLAINT FORM

KIPDA and its providers welcome feedback from clients about any aspect of the services they receive. Please complete this form so that your complaint can be addressed. Clients and participants have a right to file a complaint about a service or treatment through any program in which he/she receives services. If assistance is need in completing this form, contact KIPDA, Director of Social Services at the address or number provided above. This form shall be submitted to KIPDA within 10 calendar days the event occurred.

1. This complaint is regarding the following:

A. Agency name: _____

B. Name of person: _____

2. Person filing the complaint:

A. Name: _____

B. Mailing address: _____

C. Telephone number: _____

3. Complete this section if you are filling this form out for someone else:

A. Your name: _____

B. Your mailing address: _____

C. Your telephone number: _____

4. Please provide details of your complaint. Describe what happened. When did it happen? Where did it happen? Who was involved? Please continue on back if necessary.

5. How do you suggest the complaint be resolved? Please continue on back if necessary.

Completed by: _____ Date: _____

(Print Name)

OFFICE USE ONLY

This form was received by: _____ Date: _____

The service provider is responsible for informing the client of the outcome of the complaint within 5 business days.

Please document actions that were taken to investigate the complaint and your recommendation for its resolution.

Summary of the outcome of the complaint:

Revised: 03/22