



Detroit Area Agency on Aging

**Community Impact Grant
Request for Proposal for
Senior Services in the
Cities of Highland Park and
Hamtramck**

Fiscal Year 2022

(October 1, 2021 – September 30, 2022)

Seeking Innovative Community Service Navigator, Caregiver Education, Training & Support, Health Promotion and Disease Management and Transportation Services with strategies for Addressing In-Home Services

INSTRUCTIONS (Part 1)

Funded through Federal and State Funds

Planning and Service Area - Region 1-A

Detroit, Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores, Grosse Pointe Woods, Hamtramck, Harper Woods, and Highland Park

WAYNE W. BRADLEY, SR.
Chairperson, DAAA
Board of Directors

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President & CEO,
Detroit Area Agency on Aging

**DETROIT AREA AGENCY ON AGING
REQUEST FOR PROPOSAL
INSTRUCTIONS
FISCAL YEAR 2021 - 2022**

**INSTRUCTIONS
TABLE OF CONTENTS**

SCHEDULE OF ACTIVITIES	4
INTRODUCTION	5
A. Planned Funding for Service Categories	7
B. Targeting of Services	10
C. Review/Selection Process	10
D. Submission Date	10
E. Fund Distribution	11
APPLICATION GUIDELINES	12
A. Eligibility Criteria	12
B. Criteria for Acceptance and Review of Applications	13
C. Proposal Review Criteria	14
D. Review Process	16
E. Reporting Requirements	17
F. Assessments & Technical Assistance	17
G. Contract Period	18
H. Multi-Year Contracting	18
I. Conditions & Disclaimers	18
J. Non-Discrimination/Facility	19
K. Disbarment and Suspension	20
L. Audit Provisions	20
M. Emergency Preparedness	20
N. Insurance	20
O. Appeals Procedures	22
P. Client Bill of Rights (Model)	22
Q. HIPAA Requirements	23

R. Legal References.....	23
APPLICATION INSTRUCTIONS	22
SECTION I: AGENCY INFORMATION.....	27
SECTION II: PROGRAM INFORMATION	27
GENERAL BUDGET INFORMATION	29
A. Multi-Year Contracts	29
B. Local Match Requirements	29
C. Eligible and Ineligible Expenses.....	30
D. Indirect Costs	30
E. Program Income.....	31
LINE-ITEM BUDGET INSTRUCTIONS	32
FEE FOR SERVICE: COST PER UNIT ANALYSIS INSTRUCTIONS.....	37
BUSINESS ASSOCIATE AGREEMENT (DO NOT SUBMIT).....	39
PRE-SCREENING CHECKLIST (Submit with application).....	49
APPLICATION SUBMISSION CHECKLIST (Submit with application).....	51
APPLICATION REVIEW CRITERIA AND SCORING.....	52
AASA / DAAA OPERATING STANDARDS	Separate attachment



Serving Detroit, Hamtramck,
Harper Woods, Highland Park
and the five Grosse Pointes



SCHEDULE OF ACTIVITIES

The Detroit Area Agency on Aging (DAAA) is accepting Community Impact Grant proposals for selected Senior and Caregiver Services to be funded through the Older Americans Act, including National Family Caregiver Support Program (Federal), State, and/or Wayne County Funds for Fiscal Year 2022, covering the period November 1, 2021 to September 30, 2022.

Time Line	Virtual Meeting	Special Instructions
Monday, July 18, 2021	RFP Notices published in the Detroit Free Press and Detroit News	
Tuesday, July 19, 2021	RFP available on DAAA Website	RFP available for downloading.
Tuesday, August 3, 2021 10:00am EDT	Mandatory Virtual Technical Assistance Workshop <i>(Zoom meeting detail will be available on the DAAA Website)</i>	Session includes assistance with uploading proposal on the secure portal
Friday, August 20, 2021 11:59 EDT	Grant Application Due Date	Proposal(s) must be uploaded to DAAA's secure file and cannot be emailed or dropped off to the office.
August 23 – September 3, 2021	Grant Proposal Review Process	
September 6, 2021	Leadership Review and Approval	
September 8 - 27, 2021	Board Approval of Grant Awards	
September 28 - 30, 2021	Award/Denial Notification	
October 1 - 29, 2021	Contract Negotiation & Client Transition Period	
November 1, 2021	Contract Effective Date	

Proposals Due (to DAAA Portal) Friday, August 20, 2021 at 11:59 p.m. EDT**

Proposal must be uploaded to DAAA's secure file. The official clock for the determination of the 11:59 p.m. EDT will be the upload timestamp of the file server. Applications uploaded after the proposal due date and time will be rejected. Proposals that are incomplete, not properly endorsed or signed, will be rejected.

* DAAA Website is www.detroit seniorsolution.org

** DAAA Sharefile Portal link <https://detroit seniorsolution.sharefile.com>

***Handwritten Proposals will not be accepted.
Fax and Emailed Proposals will not be accepted.***

INTRODUCTION

This Request for Proposal (RFP) contains the information and instructions required for submitting a Community Impact Grant Application to the Detroit Area Agency on Aging (DAAA) for services to seniors 60 years of age and older and/or their caregivers (as indicated) in the Cities of Highland Park and Hamtramck. The funding period will be for fiscal year 2022 covering the period October 1, 2021 to September 30, 2022. Service categories approved for Multi-Year Contracting are detailed beginning on page **I - 2** of this RFP. Up to *two subcontractors are being sought to provide innovative and response services to each community.*

The Detroit Area Agency on Aging is a private, non-profit organization responsible for planning, coordinating, developing, and funding elder care services in the cities of Detroit, Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores, Grosse Pointe Woods, Hamtramck, Harper Woods, and Highland Park.

Founded in 1980, it is one of sixteen Area Agencies on Aging (AAA) in Michigan authorized under the Older Americans Act (OAA) of 1965, as amended. Under this federal act, all area agencies on aging receive federal funding and are responsible to their State Unit on Aging (SUA) and indirectly to the Administration on Aging for the delivery of services to the older adults within their particular region. In the State of Michigan, Public Act 180 of the Older Michigianians Act of 1981 authorizes the Michigan Aging and Adult Services Agency (AASA) to serve as the designated SUA and specifically outlines the responsibilities of the state's sixteen area agencies on aging. It also authorizes the State to augment federal Older Americans Act dollars with funding from the state's general revenue budget.

Within planning and service area (PSA) 1-A, DAAA plans, coordinates, and monitors services to 148,458 older adults through the distribution of federal and state funds to human services agencies. Currently, twenty-one different services are provided through OAA (including National Family Caregiver Support Program), Older Michigianians Act, or Wayne County funding. In addition, DAAA also provides additional services to older adults, caregivers, adults with disabilities, professionals in the field of aging, and others through public and private grants and contributions.

BACKGROUND

For many years, DAAA funded People's Community Services (PCS) of Metropolitan Detroit to provide Community Wellness Service Center, Adult Day Care and In-Home Services with for older persons, family caregivers and adults with disabilities with federal Older Americans Act, state Older Michigianians Act and Medicaid funding as a traditional and direct purchase of services providers. In November 2020, PCS closed its doors after 70 years of service. In April, DAAA held two town hall meetings for residents in the cities of Hamtramck and Highland Park to determine the needs of the community in order to develop this Request for Proposal to have the community impact that is needed. DAAA is now searching for innovative proposals to address the key needs uncovered during its Community Needs Assessment process as well as the two town hall meetings. Successful applicants for these Community Impact Grants must address the cultural needs of older adults and caregivers in the community by telling DAAA how it will address the following:

City of Highland Park

- Strategy to improve stability and internet connection in Highland Park to ensure that residents have connectivity to information via the Internet as well as technology training services.
- Strategies for connecting seniors who are living independently in their homes to information about services available through DAAA and the governmental agencies.
- Services to address the isolation that seniors face who are living independently in their homes.
- Strategy to address transportation and mobility services for seniors to connect them to resources and services in the City of Highland Park and surrounding area.
- Congregate and home-delivered meals with food offerings to address cultural differences, health challenges and other needs.
- Improved grocery shopping options within the City of Highland Park
- Information sharing, health and wellness activities and services to combat social isolation are some of the issues that will be addressed.
- An Aging-friendly community that is safe, walkable, and full of amenities support aging in place within the City of Highland Park.
- Access to technology that allows residents to order services that they need (i.e., food, transportation, and other services).

City of Hamtramck

- Resources offered in multiple languages, using fluent interpreters with training in cultural competency
- Diverse staff members needed to address cultural and differences of older residents
- Programming that includes cultural and religious attributes
- Providers that understand religious beliefs and customs.
- Increased intergenerational and peer relations to improve service delivery
- Combined cultural sensitivity with flexibility in order to minimize anxiety and stress for both elders and their families
- Strategies needed to conduct outreach to older adults where they live
- Ability to address public safety and elder abuse prevention
- Strategies to address void in transportation, respite care as well as congregate and home-delivered meals particularly halal meals
- Addressing the health and wellness needs of older adults in safe and walkable communities
- Strategies to address outreach, information sharing through a multi-faceted approach

PLANNED FUNDING FOR SERVICE CATEGORIES

A. PLANNED FUNDING FOR SERVICE CATEGORIES

Planned Services Funding for the City of Hamtramck - \$150,000

Planned Services Funding for the City of Highland Park - \$150,000

Applicants may submit proposals for providing the following services during fiscal year 2022: Community Service Navigator, Caregiver Education, Training and Support, Disease Prevention and Health Promotion, Transportation Services, Chore Services, Friendly Reassurance, Homecare Assistance, and/or In-Home Respite Care. Applicants must present strategies for providing their proposed services within the allotted funding level.

Definitions of these services are provided in this RFP or in links to AASA Service Standards. **Applicants must review and adhere to the service definition and minimum standards or regional definition for each service category as defined by the Michigan Aging and Adult Services Agency Operating Standards for Service Programs and/or Detroit Area Agency on Aging.** Copies of these standards are available upon request at the DAAA office. **Service delivery must occur within DAAA's geographic planning and service area.**

COMMUNITY IMPACT GRANT: Applicants may apply for any of the following services if they stay within the allotted funding amount. Services can be provided with DAAA federal and state funding with the required local match, DAAA approved independent contracts and memorandums of understanding as well as other documented resources. Services to be rendered must be described in separate Section II – Program Information for each service category to be provided.

1. **COMMUNITY SERVICE NAVIGATOR (DAAA Regional Service Definition)**

Unit: One Hour of Service

Seeking 1 provider in each Targeted City.

Provision of service referrals, options counseling, benefits screening and service coordination to older adults and family caregivers at the individual and community levels designed to assist consumers to navigate the service delivery system and access a wide range of home and community-based services, public benefits and other resources to facilitate community living. Service also consists of assessments and reassessment for home care assistance and respite care if not provided by home health agencies.

2. **CAREGIVER EDUCATION, TRAINING AND SUPPORT**

Unit: One activity session. One hour of allowable education, support and/or training program activities

Seeking 1 provider in each Targeted City.

A program intended to provide assistance to caregivers in understanding and coping with a broad range of issues associated with caregiving. Allowable programs include: Education programs, including development and distribution of printed materials, pertaining to physical, emotional and spiritual aspects of caregiving as well as current research and public policy concerns; Initiatives, which provide support activities for caregivers (including kinship caregivers), i.e., support groups, counseling, information and assistance in connecting with community resources, etc. Training programs pertaining to techniques for providing personal care services to care recipients and to address caregiving skills for efficacy and caregiver confidence when caring for the care recipient.

3. DISEASE PREVENTION AND HEALTH PROMOTION

Unit: One Hour of Service

Seeking up to 1 provider for each Targeted City.

A service program that provides information and support to older individuals with the intent of assisting them in avoiding illness and improving health status. Allowable programs include: Health Risk Assessments; Health Promotion Programs; Physical Fitness, group exercise, music, art, dance movement therapy; programs for Multi-Generational Participation; Medication management, screening, and education to prevent incorrect medication and adverse drug reactions; Mental Health Screening Programs; Education programs pertaining to the use of Preventative Health Services covered under Title XVIII of the Social Security Act; Information programs concerning diagnosis, prevention, treatment and rehabilitation of age related diseases and chronic disabling condition.

4. TRANSPORTATION SERVICES

Unit: One One-Way Trip of Service or educational session

Seeking up 1 provider in each Targeted City.

Centrally organized services for transportation of older persons to and from community facilities in order to receive support services, reduce isolation, and otherwise promote independent living. Unit of Service One, one-way trip per person, or one educational session.

5. CHORE SERVICES (In-Home Services)

Unit: One hour spent performing allowable chore tasks.

Seeking up 1 provider in each Targeted City.

Non-continuous household maintenance tasks intended to increase the safety of the individual(s) living at the residence. Allowable tasks are limited to the following: replacing fuses, light bulbs, electrical plugs, and frayed cords, replacing door locks and window catches, replacing/repairing pipes, replacing faucet washers or faucets, installing safety equipment, installing screens and storm windows, installing weather stripping around doors, caulking windows, repairing furniture, installing window shades and curtain rods, cleaning appliances, cleaning and securing carpets and rugs, washing walls and windows, scrubbing floors, cleaning attics and basements to

remove fire and health hazards, pest control, grass cutting and leaf raking, clearing walkways of ice, snow and leaves, trimming overhanging tree branches.

6. **FRIENDLY REASSURANCE**

Unit: Each contact with a homebound older person. Seeking up to 1 provider in each Targeted City.

Making regular contact, through either telephone or in-home visits, with homebound older persons to assure their wellbeing and safety and to provide companionship and social interaction.

7. **HOME CARE ASSISTANCE**

Unit: One hour spent performing allowable home care assistance activities. Seeking up to 1 provider in each Targeted City.

Provision of in-home assistance with activities of daily living and routine household tasks to maintain an adequate living environment for older persons with functional limitations. Home care assistance does not include skilled nursing services. Allowable personal care activities include assistance with bathing, dressing, grooming, toileting, transferring, eating, and ambulation. Allowable homemaking tasks include laundry, ironing, meal preparation, shopping for necessities including groceries, and light housekeeping. The service also includes observation, recording, and reporting changes in clients' health status and home environment.

8. **IN-HOME RESPITE CARE ASSISTANCE**

Unit: Each hour of respite care provided. Seeking up to 1 provider in each Targeted City.

Provision of companionship, supervision and/or assistance with activities of daily living for persons with mental or physical disabilities and frail older persons in the absence of the primary care giver(s). Respite care may be provided at locations other than the client's residence.

9. **INNOVATIVE SERVICES**

Unit: Each hour of respite care provided. Seeking up to 1 provider in each Targeted City.

Provision of an innovative service(s) that do not appear on the list above that meet an unmet need or service gap of older adults and/or family caregiver.

NOTE: Finalization of contracts is subject to the availability of funding.

B. TARGETING OF SERVICES

The Older Americans Act requires AAAs to target service provision to persons considered to be in the greatest economic or social need, with emphasis on serving **low- income, minority** individuals. The Older Americans Act includes the following statement:

Providers of service shall:

Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income, minority individuals at least in proportion to the number of low- income, minority older persons in the population served by the provider.

Factors that could be indicative of need include: low-income, minority status, frailty, age 75 and over, Alzheimer's Disease of dementia patient or caregiver, homebound, mental or physical disability, non-English speaking, cultural or social isolation, living alone, lack of access, or inability to access community resources.

NOTE: Contracts with DAAA will emphasize that Care Management clients are to be given service priority.

C. REVIEW / SELECTION PROCESS

Community Impact Grant Proposals must address the components outlined in the RFP, which were developed by DAAA in accordance with governing policies and authorizing rules, standards, and regulations. Proposals must contain the authorized organizational signatures, complete and accurate information as requested, and appropriate documentation as required.

Proposals will be reviewed and evaluated using established criteria. Proposals will also be evaluated and selected for reasonableness and competitiveness of costs and services; a program design that meets the needs as indicated in the proposal; equitable geographical distribution in our planning and service area; severity of need; past performance, if applicable; and availability of funding.

All applicants will be notified in writing of the funding decisions.

Information provided by the applicant that is willingly, knowingly, and purposely false, inaccurate, or misleading will be grounds for not considering a proposal for funding, for not awarding a contract, or for canceling a contract, if awarded.

D. SUBMISSION DATE

Proposals are due not later than Friday, August 20, 2021 at 11:59 p.m. EST, on the [DAAA Sharefile Portal](#). Access to the portal will be provided by emailing prior to deadline contractmgt@daaa1a.org (Late applications will be rejected**).**

E. FUND DISTRIBUTION IN PSA 1-A FOR FISCAL YEAR 2022

As in past years, the DAAA will utilize a competitive bid process for distribution of funds within PSA 1-A. The figures indicated in the AIP for fiscal year 2020, and in the Planned Funding for Service Categories section of the RFP, are subject to change due to Congressional and/or State or County legislative action with regard to appropriations. The figures included are provided as a means to show what this region may receive.

The DAAA Board of Directors' awards shall be made to the responsible bidder whose bid is responsive to the RFP and is most advantageous to the area agency with all factors, including cost, being considered. All bids may be denied at the determination of the DAAA Board of Directors and a second request for proposals issued.

The DAAA Board of Directors has the discretionary authority to restructure the priority ranking of service objectives and/or the anticipated dollar amounts which apply to the services listed. Further, the Board has the authority to add or delete service objectives that are to receive funding for fiscal year 2022.

Contracts will be awarded to agencies whose applications best meet the stated criteria and are most advantageous to the DAAA goals of effective delivery of quality services.

Should the DAAA Board of Directors feel this is not reflected in applications received, it reserves the right to deny all applications and issue a second request for proposals for the specific service. All applicants have the responsibility for identification of goals, the development of a project plan to meet those goals, and the identification of gaps in current services. Well-planned and realistic service elements should be able to be implemented with a minimum of delay. Proposals must give priority to developing those activities and services which will assist and benefit seniors and their caregivers, as applicable, who are in the greatest social and economic need; low income and/or minority; frail elderly; physically and/or mentally impaired; and non-English or limited English speaking. Planning functions and the preparation of the grant application should be coordinated with participatory community groups and agencies.

APPLICATION GUIDELINES

The Request for Proposals (RFP) process is to ensure that a fair and objective method is used for acquiring services for older persons and their caregivers with the public funds administered by Detroit Area Agency on Aging.

This RFP, however, does not commit DAAA to award a contract, to pay any cost incurred in the preparation of an application in response to this request, or to procure a contract for services or supplies.

DAAA reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if it is in the best interest of this planning and service area. Further, all requested funds are subject to reduction based upon final award selections.

Funding is dependent upon the continuing availability of Older Americans Act, including National Family Caregiver Support Program (Federal) and/or State and County funds, contractor performance and determinations of need, services, activities, and delivery methods.

Budget development should reflect reasonable costs to implement the program or service proposed. In the case of an ongoing project, the applicant's existing financial commitment must be maintained during the period of Area Agency support. For new contracts, the local match is 10% for the first year for both State and Federal funds. In the second year of ongoing funding, the local match requirement is 15%, or maintenance of effort.

In addition, all proposals shall have outcomes that are measurable and consistent with the service standards developed by the Michigan Aging and Adult Services Agency. These standards are available through the Detroit Area Agency on Aging and will also be available at the Pre- Proposal Conference.

Once a contract is issued to an applicant agency, that organization becomes fully responsible for administration of the program and activity and expenditures of awarded funds according to Federal and State Regulations and other policies or regulations. Each organization will be liable for any disallowed expenditures of funds and should discuss in the proposal how disallowed costs will be repaid to DAAA by the contractor, from non-Older Americans Act, including National Family Caregiver Support Program and/or State and County funds.

Applicants that do NOT meet the minimum eligibility criteria stated in Section A will NOT be considered. If Section A is met then applicants must meet the minimum eligibility criteria stated in Section B to be considered.

A. ELIGIBILITY CRITERIA

- ✓ **The applicant must have been existence for a minimum of three (3) years. Any public, private non-profit, or for-profit corporation (pursuant to P.A. 284 of 1972), which is incorporated in accordance with State statutes and authorized to conduct business in the State of Michigan is eligible to apply. All applicants, including current and previous contractors, must submit a**

proof of incorporation with this proposal, with the exception of local units of governments.

- ✓ **The applicant must be financially viable as demonstrated by having a positive fund balance or retained earnings (as demonstrated by a financial report with balance sheet showing a positive fund balance or retained earnings).**
- ✓ **The applicant must demonstrate that they are current in all local, state and federal taxes.**

NOTE: Complete and submit attached prescreening checklist.

B. CRITERIA FOR ACCEPTANCE AND REVIEW OF APPLICATIONS

1. The utilization of the DAAA format is required.
2. All applications submitted to DAAA for Federal, State, and/or County funding must meet the following basic criteria if an application is to be considered:
 - a. Each agency must submit a *Section I: Agency Information* packet. A **separate** *Section II: Program Information* section of the application must be submitted for **each** service category for which a bidder is applying.
 - b. Applications **must** be typed and bound. Handwritten and loose applications are unacceptable and will not be reviewed.
 - c. Signed full proposal are required. This includes *Section I: Agency Information*, and *Section II: Program Information* of the proposal (Section II for each of the applied services)
 - d. Proposals must be uploaded to DAAA Share Portal by Friday, August 20, 2021. Access to the portal will be provided by emailing prior to deadline contractmgt@daaa1a.org (***Late applications will be rejected.***)
 - e. Proposals must address published service categories only, as included and described in this RFP.
 - f. All required documentation requested in the application and listed on the application checklist must be included with the proposal.
 - g. A copy of the insurance certificates, audit finding information, certified audit (or unaudited financial statements), IRS Form 941 with proof of payment, IRS Form 990 or 1120, Articles of Incorporation, 501 c (3) notification letter, and the agency annual report are required.

- k. The applicant is required to submit a completed budget with application.
- l. Authorized personnel must sign the application and all required forms.

C. PROPOSAL REVIEW CRITERIA

Proposals received in response to this 2021 Community Impact Grant Request for Proposal process will be reviewed against the following criteria:

1. Agency Qualifications and Experience

- A. Agency's ability to demonstrate their proficiency to operate the program or service for which it is applying.
- B. Legal status of the organization and mission, governance and leadership.
- C. Experience in serving the population to be served by this proposal.
- D. Experience in providing the proposed service categories.
- E. Demonstrated partnerships in the targeted community.

2. Management and Financial Capacity

- A. Agency's ability to demonstrate their capability to perform all contract requirements.
- B. Financial viability and entrepreneurial activities including past and pending legal issues, and previous audit/monitoring findings, if applicable.
- C. Organizational structure and administrative qualifications of staff.
- D. Management Information Systems and technological capabilities.
- E. Accounting system, audit procedures, internal control systems.

3. Program Design

- A. **Completeness of the Program Design** - Applicant describes the proposed program design given the problems identified and the statement of need is in alignment with the requirements of the service definition.
- B. **Reasonableness of Program Staff** - Proposed program staffing positions, qualifications of the program staff, and their ability to implement the proposed program or service is reasonableness.
- C. **Innovation and Creativeness** - Ability of the applicant to introduce innovative and creative methodologies, techniques and strategies to serve the targeted population using best practices research and models.
- D. **Level of Community Impact** – Ability of the applicant to demonstrate how the proposed services will have community impact on the individual and community levels.

E. Adherence to Minimum Standards or DAAA Regional Service Definitions -

Proposed program designs are to be in compliance with the provisions of the Older Americans Act, and with Aging & Adult Services Agency (AASA) Programs.

F. Consideration of Clients' Rights - Clients' access to service, respect for clients' rights, responsiveness to needs, solicitation of feedback, provision of client-oriented service, etc. will be evaluated.

G. Targeting - Outreach to those in greatest economic and social need, and prioritization of service to those with most substantial unmet need is required. Plans for targeting frail, low-income, minority, and disabled older adults should be clearly developed and stated.

H. Programmatic Capacity - Indicate the number of clients served on a daily basis and an annual basis. Also describe plans to bring on new programs. Description of how the benchmarks will be tracked and reported. Applicant must demonstrate an ability to assist clients to access the service delivery network in ways which avoid unnecessary duplication of effort will be evaluated. Applicant should also details of partnerships and/or independent contracts to assist in service provision under the project and the relationship of the entitie(s) to the applicant agency.

I. Procurement of Other Resources - Describe plans to procure other resources for support of the proposed program. Note any public or private funding currently secured to support planning, development or program implementation. Describe in detail your agency's sustainability plan to transition from DAAA to other resources to maintain services since federal and state funding as meant to be seed monies.

J. Diversity, Equity and Inclusion Strategy - The ability to assist clients from different cultural, language and religious background to access services in a way that respects their diverse backgrounds.

4. Budget and Other Resources

1. Reasonableness in assigning costs (i.e., reasonable costs to implement the program or services proposed), the unit and client costs, the staffing and administration costs.
2. Reasonableness of the overall budget relationship of costs to program design.
3. Demonstrated strength in procuring and developing other resources to assist with the implementation of the program (i.e., the utilization of cash and in-kind non-federal resources to be leveraged with DAAA funds).
4. Demonstrated ability of the agency to repay any disallowed cost to the program.
5. Accuracy of the proposed program budget for the proposed service.

Review the Proposal Review and Approval criteria for points used in scoring.

NOTE: Past and currently funded contractors will also be evaluated based on:

- ◆ Contractor performance.
- ◆ Submission of timely and accurate program and financial reports.
- ◆ Programmatic and financial assessment findings, including corrected compliance recommendations.
- ◆ Client feedback.

D. REVIEW PROCESS

1. GRANT & CONTRACT REVIEW COMMITTEE

The Grant & Contract Review Committee, selected by the Chairperson of the DAAA Board, includes members of Board of Directors and Advisory Council.

- ◆ The committee will make funding recommendations that will be forwarded to the DAAA Board Executive Committee and then submitted to the Board of Directors for approval.
- ◆ The Advisory Council will be informed of funding decisions made by the Board of Directors.

2. EXECUTIVE COMMITTEE

The DAAA Board Executive Committee will review the recommendations from the Grant and Contract Review Committee for final report to the DAAA Board of Directors.

3. BOARD OF DIRECTORS

The DAAA Board of Directors will review recommendations at an open meeting. They will select FY 2022 providers, for the Cities of Highland Park and Hamtramck, funding levels, levels of service to be provided, and contract conditions (if any).

The Board of Directors reserves the right to:

- a. Reject any and all proposals.
- b. Modify, during the course of the bidding, selection, and contracting process, any and all parts of the process for valid reasons, as determined by the Board.
- c. Accept any proposal for specified reasons regardless of scoring or evaluation by any committee or other entity.
- d. Offer a contract to any applicant for a service or service area different from

that proposed.

- e. Require any applicant to resubmit or modify a proposal under specified conditions.
- f. Reject any proposal as incomplete or non-responsive, as determined by the Board.
- g. Contact an applicant for additional information or clarification.

4. NOTIFICATION TO APPLICANTS AND APPEALS

After funding recommendations have been approved by the Board, all applicants will be notified of the decisions made by the Board. DAAA's Appeals Procedure will be sent to all unsuccessful applicants and is available upon request at the DAAA office.

5. CONTRACTS

Contracts will be signed, and reimbursement will take place when all the contract conditions (stipulations) noted have been satisfactorily resolved. DAAA staff will be available to discuss with contractors negotiable contract conditions after the DAAA Board of Directors awards contract funds.

E. REPORTING REQUIREMENTS

1. MONTHLY REPORTS

- a. Financial Status Report (FSR) or Fee-for-Service Invoice (unit rate).
- b. Program Performance Report (PPR).
- c. National Aging Program Information System (NAPIS) Reports, as required.

2. DUE DATES

All reports are due on the tenth of the month following the end of the report period. If the tenth falls on a day the DAAA is closed, the reports are due the first working day thereafter. Failure to provide accurate and timely reports will delay reimbursement and may lead to probationary status, as defined in the contract.

F. ASSESSMENTS AND TECHNICAL ASSISTANCE

DAAA conducts assessments of all contractors each year. The first aspect of the assessment focuses on how the service is provided. It involves a review of records and forms, the management information system, progress towards meeting program objectives, compliance with service standards, and so on. It may include contact with a sampling of clients.

The second aspect of the assessment focuses on financial issues. It involves a review of the financial management system, verification of reported income expenditures and units, compliance with Federal and State standards, compliance with Generally Accepted Accounting Principles, etc.

The assessment is conducted at the appropriate contractor site(s) and usually takes several hours to complete, during which contractor staff must be available as needed. If problem areas are identified, follow-up visits may be necessary.

The assessments are to ensure that contractors are providing and managing services in the best interests of both the clients being served and the taxpayers whose funds are supporting the service. It is both our responsibility and desire to help all contractors achieve this goal. For that reason, part of the assessment process is to identify and provide (or arrange for) technical assistance to contractors.

G. CONTRACT PERIOD

In most cases, the contract will be executed for the period from November 1, 2021 through September 30, 2022. Unless the contract specifies such a part-year period, contractors must maintain the capacity to provide service during the entire contract period. Contractors providing levels of service below projected levels may be subject to a reduction of funding.

H. MULTI-YEAR CONTRACTING

The DAAA Board of Directors approved a policy of contracting with successful applicants for the following services on a three-year basis to coincide with the three-year Area Plan Cycle:

For fiscal years 2022, all services in this RFP will be eligible for a one year contract.

Successful applicants will be given an exclusive right to continue a multi-year contract if all of the following conditions are satisfied:

1. A proposal to provide any of these services during fiscal year 2021 was received and that proposal, including unit cost, is approved by the DAAA Board.
2. DAAA's monitoring and assessments indicate that quality service is being provided.
3. The continuation is subject to availability of funds.
4. The service category is still approved and retained as an allowable and funded service in DAAA's Annual Implementation Plan.

I. CONDITIONS AND DISCLAIMERS

All funding allocations and planned levels of services are exclusively for the Planning and

Service Area (PSA) of the Detroit Area Agency on Aging.

DAAA will accept no fiscal responsibility for costs related to the preparation of any proposal. Contracted levels of service are not to be adversely affected by proposal preparation.

All proposals become the property of DAAA upon submission. Proposals will be available for public inspection upon selection of contractors by the Board of Directors of DAAA unless an applicant demonstrates that DAAA is obligated to maintain confidentiality. At the time of submission, the applicant must designate and label all confidential material and submit a statement as to why it is confidential. All requests for continued confidentiality are subject to approval of DAAA.

Procurement of all equipment and supplies for a service under contract with DAAA will be the responsibility of the applicant. Title to all equipment with costs in excess of \$5,000 and with a useful life of more than one year will remain with the State of Michigan. At the conclusion of the contract period of any contractor whose contract is not renewed in whole or in part by DAAA, any equipment purchased under any current or prior contract with DAAA shall be subject to repossession or redistribution by the state of Michigan or its authorized agent.

J. NON-DISCRIMINATION/FACILITY COMPLIANCE

Applicant agencies must assure compliance with the following:

Civil Rights Compliance

Programs must not discriminate against any employee, applicant for employment, or recipient of service because of race, color, religion, national origin, age, sex, height, weight, or marital status. Each program must complete an appropriate DHHS (Federal Department of Health and Human Services) form assuring compliance with the Civil Rights Act of 1964. Each program must clearly post signs at agency offices and locations where services are provided in English and other languages as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.

Equal Employment

Each program must comply with equal employment opportunity and affirmative action principles.

Universal Precautions

Each program must evaluate the occupational exposure of employees to blood or other potentially hazardous materials that may result from performance of the employee's duties and establish appropriate universal precautions. Each provider with employees who may experience occupational exposure must develop an exposure control plan, which complies with Federal regulations implementing the Occupational Safety and Health Act.

Drug Free Workplace

Each program must agree to provide drug-free workplaces as a precondition to receiving a federal grant. Each program must operate in compliance with the Drug-Free Workplace Act of 1988.

Americans with Disabilities Act

Each program must operate in compliance with the Americans with Disabilities Act.

Workplace Safety

Each program must operate in compliance with the Michigan Occupational Safety and Health Act (MIOSHA). Information regarding compliance can be found at www.michigan.gov.

K. DEBARMENT AND SUSPENSION

With the completion of this application, the prospective recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

L. AUDIT PROVISIONS

Successful applicants must, under certain circumstances, arrange to pay for audits of their organizations and programs. Therefore, it is important that each applicant determine what audits will be required and provide sufficient funds in its budget if it must conduct audits. Information relative to audit requirements may be obtained from your accountant, the IRS, and/or the DAAA Finance Department.

M. EMERGENCY PREPAREDNESS

Successful applicants must maintain an emergency response system as required by the DAAA.

N. INSURANCE

The Applicant Agency, at its expense, must maintain during the term of the contract the following insurance:

1. Professional liability insurance with minimum limits of \$1,000,000 per professional incident and \$2,000,000 in the aggregate with three year continuous claim coverage if coverage is written on a claims-made basis.
2. Workers' Compensation Insurance which meets Michigan statutory requirements. Employers' Liability coverage with limits of \$500,000 each employee for bodily injury by accident, and \$500,000 each employee for bodily injury by disease.
3. Commercial General Liability Insurance with minimum limits, for bodily injury and property damage, of \$2,000,000 per occurrence and \$2,000,000 in the aggregate including products/completed operations, premises, and advertising injury/personal injury coverages.
4. Commercial Automobile Liability owned, non-owned, and leased vehicles, with minimum combined single limits of \$1,000,000.
5. Umbrella or Excess Liability Insurance with limits of at least \$2,000,000 that

provides coverage over primary policies.

6. **Employee/Independent Contractor Bonding Insurance with at least \$100,000 of coverage.**

All insurance must be affected under valid and enforceable policies and underwritten by an insurance company with an A.M. Best Company rating of A- or above.

Insurance policies must name the DAAA as an additional insured and loss payee, and

1. must not be canceled or materially changed without at least 30 days prior notice from the
2. Applicant Agency to the DAAA. The Applicant Agency must submit all certificates
3. evidencing insurance to the Risk Management Division at the time the Applicant Agency

Executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

If, during the term of the contract, changed conditions or other pertinent factors occur which in the reasonable judgment of the DAAA render inadequate the insurance limits, the Applicant Agency will furnish on demand such additional coverage as may reasonable be required and available under the circumstances, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.

Indemnification

- Except for claims arising from the DAAA's gross negligence, the Applicant Agency agrees to indemnify, defend, and save harmless the DAAA against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the DAAA because of any of the following occurring during the term of the contract:
- The Applicant Agency agrees that it is its responsibility and not the responsibility of the DAAA to safeguard the property and materials that the employees of the Applicant Agency use in performing the contract. The Applicant Agency must hold the DAAA harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Applicant Agency under the contract.
- Nothing in the contract shall be deemed to relieve the Applicant Agency of its duty to defend the DAAA, as specified, pending a determination of the respective liabilities of the Applicant Agency and the DAAA, by legal proceeding or agreement. The DAAA shall cooperate with the Applicant Agency in the defense against the suit. In no event shall the Applicant Agency make any admission of guilt or liability on behalf of the DAAA without the DAAA's prior, written consent.
- For purposes of the contract, the term "DAAA" includes the Detroit Area Agency on Aging and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.
- This indemnity applies without regard to whether the claims, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort.

This indemnity survives delivery and acceptance of services.

The applicant agency shall furnish the DAAA with a certificate of insurance showing the limits of liability, policy dates and insurance carrier (see page A - 6 of the Bid Application).

O. APPEALS PROCEDURES

DAAA's Appeals Procedure will be sent to all unsuccessful bidders and is available upon request at the DAAA office.

P. CLIENT BILL OF RIGHTS (MODEL)*

The services you have requested are funded under a contract with the Detroit Area Agency on Aging (DAAA), and are funded by the U.S. Older Americans Act, and/or the State Older Michigianians Act. Under the terms of this contract:

YOU HAVE THE RIGHT:

- A. To be protected from discrimination or violation of your civil rights.
- B. To contact the service provider by telephone without charge (that is, you may call collect or get a toll-free number, if necessary).
- C. To be given a clear reason if you are denied service, placed on a waiting list, or terminated from service. You also have a right to request and receive this reason in writing.
- D. To appeal a denial of service, placement on a waiting list, or termination of service to DAAA or to appropriate State or Federal agencies (a list of these agencies is available from DAAA).
- E. To confidentiality (that is, no one except the service provider or DAAA staff may look at your records without your permission).
- F. To be treated with courtesy and respect at all times.
- G. To be given the opportunity to provide confidential feedback regarding the quality of service received.
- H. To be given the opportunity to make a confidential donation to the program.
- I. To continued service, funds permitting, even if you do not make a donation.
- J. To file a formal or informal grievance about any matter related to the service.
- K. To continued service, without retribution, even if you file a grievance (that is, the service provider may not terminate your service just because you filed a grievance).
- L. To have your grievance resolved promptly, fairly, and confidentially.
- M. To appeal the resolution of your grievance to the President and CEO of DAAA, if

you are not satisfied with the resolution to the service provider.

NOTE: The service provider must have written procedures for handling such appeals.

N. To contact DAAA at any time and for any reason:

Detroit Area Agency on Aging
1333 Brewery Park Blvd., Suite 200
Detroit, MI 48207-4544
(313) 446-4444

O. To have these rights explained to you in a clear, understandable manner.

**Model adopted by DAAA Board of Directors at its March 16, 1987 meeting.*

Q. HIPAA REQUIREMENTS

Agencies that receive funding from the Detroit Area Agency on Aging are required to be in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Specific requirements are described in the Business Associate Agreement that is to be signed and attached to the application as indicated in the application instructions.

R. LEGAL REFERENCES

The following is a list of applicable legal references:

OAA Older Americans Act, as amended. This is the Federal legislation and primary authority for DAAA operations and services. This legislation was enacted by Congress in 1965 and has since been amended several times.

CFR Code of Federal Regulations, promulgated to effect the provisions of OAA and other Federal law, specifically:

45 CFR 1321 Interim Final Rules, issued April 1, 1985 and revised October 1, 2002, regarding Grants for State and Community Programs on Aging (i.e. Older Americans Act).

45 CFR 74 Department of Health and Human Services Administration of Grants (revised October 1, 2002).

OMB U.S. Office of Management and Budget circulars regarding management and use of Federal funds, specifically:

2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance" OR "OMB Super Circular")

The Guidance was drawn from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in past OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.

AASA	Minimum Standard	<u>Aging and Adult Services Agency Minimum Standards</u> (pertinent parts are enclosed). Specific citations are coded as follows:
	AASA/ MS/ General	General Requirements for All Service Programs
	AASA / MS/ Access	General Requirements of Access Service Programs
	AASA/ MS/ In-Home	General Requirements of In-Home Service Programs
	AASA-MS/ (Letter) - (Number)	Service Definitions and Specific Minimum Standards for each service, subdivided into Access (letter "A"), In-Home (letters "B") and Community (letter "C").
	AASA/ OS - AAA	Operating Standards for Area Agencies on Aging, specifically:
	AASA/ OS - AAA - C-4	Contracting for Service Provision (referenced in AASA-MS-General #1).

All of these materials are available online or for inspection and copying (at a nominal cost) at the DAAs office. Most local libraries should have at least the Federal materials.

APPLICATION INSTRUCTIONS

The application packet has been designed to standardize and expedite the review of your grant application. NO OTHER FORMAT WILL BE ACCEPTED. Long or elaborate responses will not enhance the prospects of approval. Unless otherwise required by instructions, we urge constraint in attaching extra sheets or paper to answer these questions. If, however, additional pages are needed as an attachment to a particular form, these pages may be added.

Each applicant agency is only required to submit the *Section I: Agency Information* packet once for this RFP.

A separate *Section II: Program Information* section of the application must be submitted for each service category for which a bidder is applying.

Applications must be typed and formatted and organized as specified.

All attachments should be at the end of *Section I* with dividers and tabs.

SECTION I: AGENCY INFORMATION

SECTION I- COVER SHEET

Complete the application cover sheet, page A-1, with agency information.

ASSURANCES AND COMPLIANCE WITH APPLICABLE LAWS/REGULATIONS

The forms on page A-2 and A-3 should be reviewed and signed by the person duly authorized to conduct the agency's legal responsibilities.

ASSURANCE OF COMPLIANCE WITH TAX REQUIREMENTS

Complete the table on page A-4 according to the instructions provided on the page. If necessary, attach additional information directly behind page A-4. Sign the page.

MINORITY CONTRACTOR STATUS/BOARD OF DIRECTORS

1. Indicate whether your agency is a minority contractor using the designated criteria on page A-5.

2. Indicate the total number of Directors on the Board and the frequency of meetings.
3. List the board members, noting those who are minority with an asterisk (*) and their credentials. Provide copies of the minutes from the last three (3) board meetings labeled as **Attachment A** at the end of the *Section I: Agency Information* portion of the proposal.

INSURANCE

Indicate on the chart on page A-6 the amount of insurance coverage that the applicant agency has. Attach copies of the cover page for each type of insurance, to be included as **Attachment B** at the end of the *Section I: Agency Information* portion of the proposal. If the agency does not currently have the minimum requirements, indicate intent to purchase the required insurance upon notice of a grant award.

AGENCY INFORMATION NARRATIVE

Provide a concise narrative addressing each question on pages A-7 through A-9. Long or elaborate responses will not enhance the prospects of approval. Unless otherwise required by instructions, we urge constraint in attaching extra sheets or paper to answer these questions. Label the narrative as **Attachment C**.

1. Agency Profile

Provide a brief description of the agency's background, mission, length of operations, experience in serving the target population, experience providing the proposed service(s), and total services offered. Include an organizational chart as **Attachment D** at the end of the *Section I: Agency Information* portion of the proposal.

2. Financial Management

- a. Provide a description of the agency's financial management of the agency. Include details regarding any audit findings as **Attachment E** at the end of the *Section I: Agency Information* portion of the proposal.
- b. Copy of the certified audit (or unaudited financial statements) as **Attachment F**;
- c. IRS Form 941 with proof of payment as **Attachment G**;
- d. IRS Tax Return (i.e., Form 990 or 1120) as **Attachment H**;
- e. Articles of Incorporation as **Attachment I**;
- f. Agency's 501 c (3) notification letter as **Attachment J**;
- g. And a copy of the most recent Annual Report as **Attachment K**.

3. Agency Administration

Provide a description of the agency's administrative capabilities, by answering each question concisely. Attach copies of resumes of management to demonstrate experience and qualifications at the end of the application as **Attachment L**.

4. Client Grievance Procedures

Describe the agency's client grievance procedure and how clients will be made aware of this procedure. A sample Client Bill of Rights that may be adopted as is, or revised for your specific agency, has been included in the Instruction portion of the RFP. Provide, as **Attachment M** at the end of the *Section I: Agency Information* portion of the proposal, a copy of the agency's grievance procedure and indicate the agency's commitment to adopt the DAAA Model.

SECTION II: PROGRAM INFORMATION

REMINDER: Complete additional *Section II – Program Information* packets in their entirety for each separate service category!

SECTION II - COVER SHEET

Complete the program information cover sheet on page A-11. Be sure to indicate the appropriate Service Category and the amount of funding requested. Note the number of clients to be served and the number of units to be provided. Refer to the specific service definitions in the RFP Instructions for the definition of a unit of service.

PROGRAM NARRATIVE

Provide a concise narrative addressing each question on pages A-11 through A-13. Long or elaborate responses will not enhance the prospects of approval. Unless otherwise required by instructions, we urge constraint in attaching extra sheets or paper to answer these questions. Label the narrative as **Attachment 1** at the end of the *Section II: Program Information* portion of the proposal.

Statement of Need

Clearly state the specific need the proposed project will address. Demonstrate an understanding of how the proposed project will impact needs.

Service/Program Description

1. **OVERVIEW** – State the service to be delivered by your project to meet the need stated under Statement of Need. In completing this section, it is recommended that you reference the applicable service definition. Within the stated guidelines, please keep in mind that we are asking for a description of your proposed services and programs.
2. **PROGRAM DESIGN** – Provide clear, concise responses to all the items listed. Additional information is requested for specific service categories only (as indicated).
3. **COMMUNITY TO BE SERVED** – If not serving the entire PSA, provide a sketch of a map showing the exact boundaries where your service(s) will be provided. Include this map as **Attachment 2** at the end of the *Section I: Program Information* portion of the proposal.
4. **TARGET POPULATION** – Plans for targeting frail, low-income, minority, and disabled older adults should be clearly developed and stated. Also, the statement must assure that elderly members of Native American tribes and organizations will be provided access to services.

NOTE: Successful applicants will be required to provide a comprehensive work plan including

goals, objectives, and time lines.

Project Management and Staffing

Provide detailed management plans that clearly delineate each program member's area of responsibility and how key staff will be accountable for carrying out their responsibilities. Include job descriptions as **Attachment 3** at the end of the *Section I: Program Information* portion of the proposal. Describe the management and direct service experience of the program staff. Describe the duties and qualifications of current staff and of any staff to be filled. Describe the agency experience with turnover of program staff. If direct service staff is treated as independent contractors, attach a determination from the IRS that this designation is appropriate and acceptable. This documentation should be included as **Attachment 4** at the end of the *Section I: Program Information* portion of the proposal.

Programmatic Capacity

Indicate the number of clients served on a daily basis and an annual basis. Also describe plans to bring on new programs.

Procurement of Other Resources

Describe plans to procure other resources for support of the proposed program.

CONSULTANT/CONTRACTUAL SERVICE AFFILIATION AGREEMENT

Complete this form on page A-14 only if consultant services or an affiliate agency will assist in service provision under this project. If services are to be provided by an affiliate agency or consultant, the relationship of that agency or consultant to the applicant agency, and the individual service provided, must be clearly established. Use a separate form for each consultant. Each consultant should also be clearly indicated in the budget. This documentation should be included as **Attachment 5** at the end of the *Section I: Program Information* portion of the proposal.

GENERAL BUDGET INFORMATION

A. MULTI-YEAR CONTRACTS

When applicable, an updated budget and work plan will be required for each subsequent funding year of the contract period.

B. LOCAL MATCH REQUIREMENTS

Non-Federal local match is the contribution of local share required to match Federal and/or State funds.

1. **Federal and State Funds**

The minimum required percentage of local match for Federal or State fund is 10% for the first year of funding; 15% for the second year and maintenance of effort, thereafter.

2. **Maintenance of Effort**

Federal policy requires maintenance of effort for local match established that was previously generated and above the minimum local match required.

Pursuant to *Office of Management and Budget – Super Circular 2 CFR part 200 §200.306 - Cost Sharing or Matching* states:

“All contributions, including cash and third party in-kind, shall be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the following criteria:

- 1) Are verifiable from the recipient's records.
- 2) Are not included as contributions for any other federally-assisted project or program.
- 3) Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- 4) Are allowable under the applicable cost principles.
- 5) Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
- 6) Are provided for in the approved budget when required by the Federal awarding agency.
- 7) Conform to other provisions of this Circular, as applicable.”

An example of how to compute the amount of local match required is as follows (Note that the example used represents a 10% minimum match):

Step A

Grant Request divided (/) by 0.90 equals (=) Factor (in dollars)

$$\$54,387 / 0.90 = \$60,430$$

Step B

Factor minus (-) Grant Request equals (=) Minimum Local Match (in dollars)
 $\$60,430 - \$54,387 = \$6,043$

Minimum Match (10%) = \$6,043

C. ELIGIBLE AND INELIGIBLE EXPENSES

1. Eligible Expenses

The following list indicates generally allowable cost categories for which Title III funds may be expended:

Accounting	Exhibits
Advertising	Insurance and Indemnification
Audit Services	Maintenance and Repair Costs
Budgeting	Material Costs
Building Lease	Meetings and Conferences
Communications	Memberships
Compensations for Personnel Services (such as wages, salaries, and employee fringe benefits)	Volunteer Reimbursement Expenses
	Professional Services
Data Processing	Training and Education
Disbursing Services	Travel
Equipment Cost (limited)	Printing and Reproduction

2. Ineligible Expenses

Ineligible costs are generally the following:

Bad Debts	Labor Relations Costs
Construction	Losses
Contingencies and Miscellaneous Expenses	Organization Costs

Contributions and Donations
Fines and Penalties
Interest and Other Financial Costs

Purchase of Vehicles
Relocation Costs
Severance Pay

D. INDIRECT COSTS

Indirect costs are also ineligible. While it is recognized that DHHS does permit such costs, with regard to the administration of Title III programs, DHHS policy also permits individual state discretion on determining the eligibility of claiming such costs.

For the State of Michigan, the Commission on Services to the Aging has adopted a policy that does not permit an applicant agency to claim indirect costs to carry out the operation of a Title III funded project. Examples may include, but are not limited to, executive salaries, accounting, auditing, and budgeting salaries, clerical, receptionist, switchboard, and other clerical service salaries.

If an applicant agency is awarded a grant but does not keep adequate and detailed time records of these expenses, DAAA will declare such expenses as indirect costs and will disallow them.

E. PROGRAM INCOME

1. Program income is that income which is dependent upon earnings or contributions provided for a service rendered and proceeds from program fund-raising activities. These earnings or contributions or proceeds from project-supported activities furnished in whole or in part with Federal grant funds must be used to expand the program as approved by the Prime Contractor.
2. **Program income cannot be used as local match by the Subcontractor.**
3. Program income must be used in accordance with the additive alternative and expended in the year in which it is generated. Agencies must report program income generated on a monthly basis.

Under the additive alternative, program income must be used for allowable costs under the program through which it is generated. It can be used to increase or expand the services offered.

4. Older persons may not be denied service because of their unwillingness or inability to contribute to the cost of service.
5. Agencies may not use a means test to determine eligibility for service.
6. Agencies must inform clients receiving service that they may donate to the specific service.
7. Agencies must establish procedures to ensure safe collection and handling of program income.

LINE ITEM BUDGET INSTRUCTIONS

READ THE FOLLOWING INSTRUCTIONS IN THEIR ENTIRETY BEFORE COMPLETING THE BUDGET FORMS.

Complete the Supporting Budget Schedules BEFORE completing the Budget Summary.

The Supporting Budget Schedules are designed to relate line item costs (listed under Budget Category) with the activities to be undertaken by the project during the proposed budget year.

Enter *all* estimated costs to be met from DAAA Grant Funds, local non-federal participation (cash or in-kind), or Other Resources.

If a cost item listed under any Budget Category (see pages 2-5) is to be used in support of more than one program, the costs related to the item must be allocated across the number of programs for which the item is used or involved.

Example: If any individual staff member's time is spent on more than one activity, the related salary and fringe benefits costs must be distributed among the appropriate programs based on the percentage of time spent for each program activity.

BUDGET CATEGORIES (BY LINE ITEMS)

A. SALARY (Page 2 of 5)

This category is to include the compensation paid to all permanent and part-time employees. *This does not include professional fees, contractual services, or personnel hired on a personal contract basis.*

Enter the total salary costs for each position in the appropriate section (administrative staff or program staff). If there is more than one source of funds for an employee, enter each amount in the appropriate column. Where volunteers are to be used as in-kind, list the number of volunteers and their service value. Enter the total cost in Column D. Enter the percentage of each salary that will be charged to the DAAA in the last column.

The Total Salaries from Columns A-D should be carried to the Budget Summary Page 1 of 5 and entered into Line 1 *Salary*, Columns A-D.

In determining budget categories 1 and 2, the term **administrative staff** describes those persons who direct, plan, and/or supervise agency operations, and the administrative support staff, such as the executive secretary. **Program staff** describes those persons who carry out program functions: for example, program aides, chore workers, clerks, typists, custodians, volunteers.

B. FRINGE BENEFITS (Page 3 of 5)

This category is to include the employer's contributions for insurance, retirement, FICA,

unemployment insurance, and other similar benefits for all permanent and part-time employees. For each position listed on Page 2 of 5, enter the total dollar amount of fringe benefits paid by the project on behalf of that position(s) in the appropriate column provided, and in the appropriate section (administrative staff or program staff.) Enter the total value of fringe benefits in Column D.

Enter the percentage of fringe benefits the agency pays to total salaries in the appropriate column (total fringe benefits paid by the agency divided by actual total salary paid by the agency). Enter the percentage of fringe benefits that will be charged to the DAAA in the appropriate column (total DAAA fringe divided by total DAAA salary.) Note: the percent of fringe benefits charged to DAAA should be the same as the percent of salary charged to DAAA.

Enter the amount of Administrative Staff costs (salary and fringe) paid by the DAAA as a percentage of the DAAA funding plus Local Match on Page 1 of 5, Column A, Line 16. **No more than 10% of the grant award should be used for Administrative costs.**

The Total Fringe from Columns A-D should be carried to the Budget Summary Page 1 of 5 and entered into Line 2 *Fringe*, Columns A-D.

C. CAPITAL EXPENDITURES/EQUIPMENT (Page 1 of 5, Line 3)

This category is to be used for all stationary or moveable equipment. An item is defined as equipment if the cost of a single unit or piece of equipment, including the necessary accessories and installation costs, is five thousand dollars (\$5,000) or more and the item has a life expectancy of one year or more (Federal Regulations, Title 45, Part 74).

Enter the dollar amount of such costs under the appropriate Source of Funds and enter the total cost in Column D. Columns A, B, and C should equal D.

D. UTILITIES/RENT (Page 1 of 5, Line 4)

This category is to include the cost of utilities such as heat, electricity, or gas, or for space utilized by the program, including donated space used as in-kind.

Distribute the costs across the appropriate Source of Funds. Enter the total cost in Column D.

E. SUPPLIES (Page 1 of 5, Line 5)

This category is to be used for all consumable and short-term items (less than two years) or small equipment items consisting of less than five thousand dollars (\$5,000) per item.

Distribute the costs across the appropriate Source of Funds columns, and enter the total in Column D.

F. TRAVEL (Page 1 of 5, Line 6)

This category is to include the travel costs of all full-time and part-time employees, as well as volunteer reimbursements for travel. This includes costs for mileage, per diem, lodging, registration fees for approved seminars and conferences, and other travel costs incurred by employees.

Total the travel and conference costs and distribute the total to the appropriate Source of Funds columns, and enter the total cost in Column D.

Conferences

This includes the costs of mileage, per diem, lodging, and registration fees.

G. COMMUNICATIONS (Page 1 of 5, Line 7)

This category is to include the costs of telephone, postage, photocopying, newsletters, etc.

Printing is the cost for composition, type-setting, folding, and production of newsletters, brochures, and so forth.

Reproduction includes the costs of rental of photocopy machines, as well as the cost of supplies such as paper, ink, etc.

Total the cost and enter the amounts in the appropriate Source of Funds columns. Enter the total of A, B, and C in Column D.

H. CONSULTANTS (Page 4 of 5, Line 8)

This category is to include the cost of independent contractors (as defined by the Internal Revenue Service), consultant fees, travel related to services provided by the consultant, per diem, etc.

Distribute the costs for each consultant/activity to the appropriate Source of Funds, and enter the total in Column D. The Totals from Columns A-D should be carried to the Budget Summary Page 1 of 5 and entered into Line 8 *Consultants*, Columns A-D.

I. OTHER COSTS (Page 4 of 5)

This category is to include miscellaneous items such as training, insurance, audit expenses, etc.

Describe the type of Other Cost. Distribute the costs for each item listed to the appropriate Source of Funds, and enter the total in Column D.

The Totals from Columns A-D should be carried to the Budget Summary Page 1 of 5 and entered into Line 9 *Other Costs*, Columns A-D.

J. PROGRAM INCOME

Enter this amount in Columns C and D on line 11, page 1 of 5.

K. LOCAL MATCH NON-FEDERAL PARTICIPATION (Page 5 of 5)

See the previous General Budget Information section for the minimum local match requirements.

Cash Resources - Identify the Funding Source, purpose of allocation (line item), and amount of all non-Federal cash resources used as local shares.

Non-Cash Resources - Identify by category the source, purpose of allocation (line item), and amount of all non-Federal, non-cash resources used as local share. This includes the services of volunteers as described in Note 2.

NOTE 1: Budget Categories identified in the Local Match Section of Page 5 of 5 should appear in the appropriate Line Items throughout Pages 1-5 of the Supporting Budget Pages.

Identify and record the local funding resources (other than Federal funds) necessary to support each service category. For both cash and non-cash resources, indicate source and purpose of the allocation (line item). The total Local Match must agree to the Local Match reported on Page 1 of 5 Column B.

NOTE 2: If the services of volunteers have been included as in-kind and as part of non-Federal participation for the proposed service, the applicant agency must identify the rate of pay and schedule used to compute their contributed participation.

The value of anything donated in the performance of the service (office space, equipment, etc.) must be verified by supporting documentation (submittal of a statement from the agency's accountant, etc.). If other activities are occurring at the agency, all Federal costs must be prorated to the actual space, utilities, etc., used to operate the service.

Attach statements from other groups which are contributing cash to support the proposed service (e.g., financial institutions, community block grant agency, etc.)

L. OTHER RESOURCES (Page 5 of 5)

Identify and record OTHER RESOURCES (other than the local match money) which are necessary to support the service for which the contract award was made. For both cash and non-cash resources, indicate the Budget Category, Funding Source, and the dollar amount on Page 5 of 5. The total Other Resources must agree to the Other Resources reported on Page 1 of 5 Column C.

NOTE: Examples of such resources could be RSVP positions or other Federal money which has been awarded to the agency such as in the field of education, law enforcement, mental health, social service, etc. In the case where the agency's local match commitment exceeds the required minimum, but is necessary for the operation of the service, this overage can be reported as OTHER RESOURCES.

M. BUDGET SUMMARY (Page 1 of 5)

Complete the following steps:

1. Enter legal name of the applicant agency.
2. Enter appropriate service category.
3. Enter the budget period for which application is being made.

NOTE: Budget period will generally not extend past September 30th of any calendar year.

4. Line 10: Subtotal amounts in Columns A-D.
5. Line 12: Total amounts in Columns A-D.
6. Line 13: Enter the percentage of local match (as a percentage of DAAA funds plus Local Match).
7. Line 14: Number of Clients.
8. Line 15: Number of Units.
9. Line 17: DAAA Cost per Client (DAAA funds divided by clients).
10. Line 18: DAAA Cost per Unit (DAAA funds divided by units).
11. Line 19: Total Cost per Client (Total budget divided by clients).
12. Line 20: Total Cost per Unit (Total budget divided by units).
13. Certification: ***Budget must be signed by an authorized representative of the applicant agency.*** Enter the title of the authorized representative and the date signed.

A careful review of the budget is encouraged to ensure accuracy and completeness.

FEE FOR SERVICE: COST PER UNIT ANALYSIS INSTRUCTIONS

A. AGENCY NAME AND SERVICE

Indicate the agency name and the proposed service(s).

B. SERVICE LEVELS

1. Indicate the funding requested for each service category (i.e., capitation). The capitation for each service category is listed beginning on page I - 2.
2. Indicate the proposed number of (unduplicated) clients to be served for each service category.
3. Indicate the proposed number of units to be provided for each service category.

C. UNIT COST ANALYSIS

Provide detail on the components of the cost per unit.

1. **Wages** – Includes wages paid to all permanent and part-time employees. Program staff describes those persons who carry out program functions: for example, program aides, chore workers, clerks, typists, custodians.
2. **Fringes** – Includes the employer's contributions for insurance, retirement, FICA, unemployment insurance, and other similar benefits for all permanent and part-time employees.
3. **Operating Costs** – Includes the direct expenses incurred in operating the program, such as supplies, mileage, etc.
4. **Administrative Costs** – Includes expenses incurred in directing an organization, but not directly involved in program operations, such as salaries of executives, costs of general services (accounting, human resources), etc. Administrative staff describes those persons who direct, plan, and/or supervise agency operations, and the administrative support staff, such as the executive secretary. **No more than 10% of the grant award should be used for Administrative costs.**

The **sum** of the costs of wages per unit, fringes per unit, operating costs per unit, and administrative costs per unit should equal the **total cost per unit**.

D. LOCAL MATCH

See the previous General Budget Information section for the minimum local match requirements.

1. **Amount** – Indicate the amount of non-Federal, cash or non-cash, resources to be provided by the agency as local match to support each service category.
2. **Item** – Indicate the purpose of allocation (i.e., line item).

3. **Source** – Identify the source of local match.

NOTE:

If the services of volunteers have been included as in-kind and as part of non-Federal participation for the proposed service, the applicant agency must identify the rate of pay and schedule used to compute their contributed participation.

The value of anything donated in the performance of the service (office space, equipment, etc.) must be verified by supporting documentation (submittal of a statement from the agency's accountant, etc.). If other activities are occurring at the agency, all Federal costs must be prorated to the actual space, utilities, etc., used to operate the service.

Attach statements from other groups which are contributing cash to support the proposed service (e.g., financial institutions, community block grant agency, etc.)

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of _____, 20_____
(Effective Date”), by and between the Detroit Area Agency on Aging (“Covered Entity”) and _____
_____ (“Business Associate”).

Agency Name

WITNESSETH:

WHEREAS, Covered Entity has entered, or will enter into an agreement (the “Underlying Agreement”) with Business Associate, whereby Business Associate has agreed to provide certain services to Covered Entity;

WHEREAS, to provide such services to the Covered Entity, Business Associate must have access to certain protected health information (“Protected Health Information” or “PHI”), as defined in the Standards for Privacy of Individually identifiable Health Information (the “Privacy Standards”) set forth by the U.S. Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”) and amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Genetic Information Nondiscrimination Act of 2008 (“GINA”);

WHEREAS, to comply with the requirements of the Privacy Standards, HIPAA, and HITECH, Covered Entity must enter into this Business Associate Agreement with Business Associate.

WHEREAS, the provisions of this Agreement shall override, supersede, and control over any conflicting provision of the Underlying Agreement, provided that all non-conflicting provisions of the Underlying Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

All capitalized terms in this Business Associate Agreement that are not defined by this Business Associate Agreement will have the meaning ascribed to them by 45 C.F.R. Parts 160-164 or in the HITECH Act.

(a) **Breach.** “Breach shall have the same meaning as the term “Breach” in 45 CFR § 164.402.

(b) **Electronic Protected Health Information.** “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103.

- (c) **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (d) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.
- (e) **Protected Health Information (PHI).** “Protected Health Information (PHI)” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a covered entity, including from any other business associate of Covered Entity. As used herein, the term “business associate” in lower case letters shall have the same meaning as the term “business associate in 45 CFR §160.103.
- (f) **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.
- (g) **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) **Security Incident.** “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- (i) **Security Rule.** “Security Rule” shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.
- (j) **Transaction.** “Transaction” shall have the meaning given the term “transaction” in 45 CFR §160.103
- (k) **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Covered Entity's behalf or receives from Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, “Covered Entity's Protected Health Information”) only:

(i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.

(ii) **Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:

- (A) the disclosure is Required by Law; or

(B) if before the disclosure, Business Associate obtains from the person or entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the person or entity will:

- (1) Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or as the person or entity is Required by Law; and
- (2) notify Business Associate within two (2) business days of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.

(iii) Minimum Necessary. Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, pursuant to 45 CFR § 164.502, unless excepted by HIPAA and as required by the HITECH Act, any uses or disclosures of Protected Health Information shall be limited to the Minimum Necessary.

(b) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the Privacy Rule, the Security Rule, or the HITECH Act if done by Covered Entity.

(c) Information Safeguards.

(i) Privacy of the Covered Entity's Protected Health Information. Business Associate will maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

(ii) Security of the Covered Entity's Electronic Protected Health Information. As required by the Security Rule and the HITECH Act, Business Associate will maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect against reasonably anticipated threats or hazards to, and to ensure the security and integrity of, Protected Health Information; to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information; and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Business Associate Agreement.

(iii) Policies and Procedures. Business Associate shall maintain written policies and procedures, conduct risk analyses, and train and discipline its workforce in accordance with the Privacy Rule, the Security Rule, and the HITECH Act.

(d) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance, evidenced by a written contract pursuant to 45 CFR § 164.308, that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to Business

Associate under this Agreement, including reasonable and appropriate safeguards to protect it. Upon request of Covered Entity, Business Associate will provide to Covered Entity a copy of such written contract, or such portion thereof as documents Business Associate's compliance with this paragraph.

- (e) **Prohibition on Sale of Records.** Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that expressly specifies that his/her Protected Health Information can be further exchanged for remuneration by the entity receiving the individual's Protected Health Information.
- (f) **Penalties For Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

III. Obligations of the Covered Entity

Covered Entity shall notify the Business Associate of:

- (a) Any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- (b) Any changes in, or revocation of, permission by an Individual to use or disclose his/her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; and
- (c) Any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. Permissible Requests by the Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. Individual Rights

(a) **Access.** Business Associate will, within ten (10) calendar days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524.

If Protected Health Information is held in an Electronic Health Record then, pursuant to 45 CFR § 164.502 and when requested by the individual, Business Associate shall provide a copy of such individual's Protected Health Information in an electronic format to Covered Entity or, if Covered Entity expressly requests in writing either: (i) directly to the individual or (ii) if the individual so chooses, directly to an entity or person designated by the individual, provided that the individual's choice is clear, conspicuous, and specific.

(b) **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

(i) **Disclosures Subject to Accounting.** Business Associate will record the information specified below (“Disclosure Information”) for each disclosure of Covered Entity's Protected Health Information, not accepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

(iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not accepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, (4) a brief statement of the purpose of the disclosure, and (5) any additional information to the extent required by the HITECH Act and any accompanying regulations.

(B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

(iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within fourteen (14) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual, and shall also provide a copy of such accounting to Covered Entity.

(d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b),

provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

VI. Breaches and Security Incidents

(a) Reporting.

(i) **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy **Official not more than five (5) business days after Business Associate learns of such non-permitted use or disclosure.** If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period specified in 45 CFR §164.412. Otherwise, in accordance with 45 CFR §164.404, Business Associate's report will at least:

- (A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;
- (B) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other information were involved) on an individual basis;
- (C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;
- (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
- (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
- (F) all other information required, by the HITECH Act and any accompanying regulations, to be reported by a Business Associate to a Covered Entity or by a Covered Entity to the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such Breach; and
- (G) Provide such other information, including a written report, as Covered Entity may reasonably request.

(ii) **Security Incidents and Unsuccessful Attempts.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report once per month, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in paragraph VI(a)(i), above.

(iii) In the event notification to Individuals or the Secretary is required under the HITECH Act or any accompanying regulations, Business Associate will prepare and deliver such notification to Individuals and/or the Secretary on Covered Entity's behalf, only if Covered Entity specifically authorizes and requests, in writing, that Business Associate do so. Such notifications to Individuals or the Secretary will be consistent with the notification content requirements established in the HITECH Act and any accompanying regulations.

(iv) Anything in this Agreement or in Underlying Agreement to the contrary notwithstanding, Business Associate shall be solely responsible for, and shall indemnify and hold Covered Entity (including Covered Entities, officers, directors, employees and representatives other than Business Associate) harmless from and against, any all costs, of every type and nature, incurred in preparing and delivering any Breach notification referenced in paragraph VII(a)(iii) of this Business Associate Agreement, or as the result of such Breach notification.

VII. Term and Termination

(a) **Term.** The term of this Agreement shall commence on the Effective Date, and shall terminate when all Protected Health Information provided to Business Associate by Covered Entity or another of Covered Entity's business associates, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) **Right to Terminate for Cause.**

(i) Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective upon the expiration of the aforementioned thirty-day period or at such other date specified in Covered Entity's notice of termination.

(ii) Covered Entity may terminate this Business Associate Agreement and the Underlying Agreement effective immediately upon written notice to Business Associate if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible.

(c) **Return or Destruction of Covered Entity's Protected Health Information as Feasible.**

Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information.

This provision also shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it has returned to Business Associate (so that Business Associate may return it to Covered Entity) or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(d) Procedure When Return or Destruction Is Not Feasible.

As promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement, Business Associate will identify all of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. To the extent return or destruction of PHI is not feasible, Business Associate's duties, rights, and obligations with respect to Covered Entity's Protected Health Information will continue in full force and effect after the termination of this Business Associate Agreement or the Underlying Agreement.

(e) Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement and/or the Underlying Agreement.

VIII. Miscellaneous Provisions

(a) Definitions. All capitalized terms in this Business Associate Agreement that are not defined by this Business Associate Agreement will have the meaning ascribed to them by 45 C.F.R. Parts 160-164 or in the HITECH Act.

(b) Inspection of Internal Practices, Books, and Records. Business Associate will cooperate with, and make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to HHS to determine compliance with the Privacy Rule, HIPAA, and HITECH.

(c) Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS with respect to Protected Health Information, Standard Transactions, the security of Electronic Protected Health Information, or other aspects of HIPAA or the HITECH Act applicable to this Agreement or the Underlying Agreement, or that affects Business Associate's or Covered Entity's obligations under this Agreement, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate and Covered Entity remain in compliance with the final regulation or amendment to the final regulation. Further, the Covered Entity may amend the Agreement from time to time by posting an updated version of the Addendum on the Agency's website at: <http://www.aaa1c.org>, and providing the Business Associate electronic notice of the amended Agreement. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non-acceptance within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then current Agreement shall have no force or effect until the agreed alteration is reduced to a contract amendment and signed by the Covered Entity and the Business Associate.

(d) No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties other than Covered Entity's clients.

(e) **Regulatory References.** A reference in this Business Associate Agreement to a section in HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act means the section as amended and in effect.

(f) **Survival.** The respective rights of Covered Entity and obligations of Business Associate under Article VI and VII of this Agreement shall survive the expiration or termination of this Agreement for any reason, along with any other provisions which by their nature are meant to survive termination, including but not limited to Article VIII (j)(k) and (l).

(g) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act. The provisions of this Agreement shall override, supersede, and control over any conflicting provision of the Underlying Agreement, provided that all non-conflicting provisions of the Underlying Agreement shall remain in full force and effect.

(h) **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing in accordance with this paragraph.

(i) **Entire Agreement; Modification.** This Business Associate Agreement represents the entire agreement between Business Associate and Covered Entity relating to the subject matter hereof; provided, however, that all non-conflicting provisions of the Underlying Agreement remain in full force and effect. Except as specified in paragraph VIII(c) above, no provision of this Business Associate Agreement can be modified, except by a written document expressly referencing this Agreement and signed by duly authorized representatives of both parties.

(j) **Indemnification.** Anything in this Agreement or in Underlying Agreement to the contrary notwithstanding, Business Associate, for itself and its successors and assigns (collectively for purposes of paragraphs VIII(j) and VIII(k) only, “Indemnitors”) and at Indemnitors’ sole cost and expense, shall indemnify, defend, and hold Covered Entity and its respective officers, directors, shareholders, employees, successors and assigns (collectively for purposes of paragraphs VIII(j) and VIII(k) only, “Indemnitees”) from and against, any and all actions, suits, damages, judgments, liabilities, costs, Losses and Expenses (as hereinafter defined) of any and every kind that in any way pertain to and/or arise out of any misrepresentation, breach of warranty, or other breach, by Business Associate or any other Indemnitor, of Business Associate’s obligations under this Agreement. For the purpose of paragraphs VIII(j) and VIII(k), the term Losses and Expenses shall be deemed to include compensatory, exemplary and punitive damages; attorneys’ fees; experts’ fees; court costs; costs associated with investigating and defending against claims; costs associated with Indemnitees’ response to any Security Incident or Breach of Unsecured PHI, including required notification to Individuals and/ or the Secretary; settlement amounts; judgments; and all other costs associated with any of the foregoing Losses and Expenses.

(k) **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees and agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Indemnitees or any of them based upon a claimed violation of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and/or any other laws or regulations relating to security and privacy, except where Business Associate or its subcontractors, employees, or agents is named in the litigation as a party adverse to the Indemnitees.

(l) **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days after receiving such request.

(m) **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Underlying Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

(n) **Binding Effect.** This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

In Witness Whereof, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

SAMPLE

PRE-SCREENING CHECKLIST

PRESCREENING AND ELIGIBILITY CHECKLIST			
General	Yes	No	Additional Requirements
In existence for a minimum of three (3) years (must submit a proof of incorporation except for local units of governments)?			Submit article of incorporation
Financially viable with a current financial report and as demonstrated by having a positive fund balance or retained earnings?			Submit audited or unaudited financial statements (i.e., Balance sheet, Income Statement, Profit & Loss Statement, etc.)
Current with all local, state and federal taxes?			Submit most recent Tax return and form 941
Debarment and Background check			
Does your company do the mandatory background check?			
Does your company do the mandatory monthly OIG and SAM checks on every employees and management team?			
Does your company meet ADA standards for accessibility and accommodations for Persons with disabilities and provide evidence of compliance?			
Are you able to meet and provide proof of Liability Insurance requirement as listed below?			Submit proof of insurance. (Additional copy with DAAA as additionally insured will be required once proposal is accepted)
Commercial General Liability			
Each occurrence \$1,000,000			
Personal & Adv. Injury \$2,000,000			
General Aggregate \$2,000,000			
Auto Liability - \$1,000,000			
Professional Liability			
Each occurrence \$1,000,000			
General Aggregate \$2,000,000			
Worker Compensation - Each employee \$500,000			
Umbrella or Excess Liability - \$2,000,000			
Dishonesty Bond \$100,000			
NOTE: if you answer "No" to any of the above questions, you do not qualify to apply for the proposal.			
Do you complete client satisfaction surveys periodically? (if yes, how often?)			
Do you provide the below minimum in-service training to new program staff?			

Introduction to the program and the aging network			
The aging process (may include, though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse and exploitation.)			
Ethics			
Emergency procedures			
Confidentiality/HIPPA			
Is your company in compliance with the below?			
Americans with Disabilities Act			
Civil Rights Act of 1964			
Equal Employment			
Family Medical Leave Act			
Drug-Free Workplace Act of 1988			
Occupational Safety and Health Act (OSHA)			
Michigan Occupational Safety and Health Act			
Has your company implemented, at a minimum, the following policies and procedures?			
Complaints and Appeal procedures			
Service Termination Procedure			
Policies on recruitment, training, and supervision			
In-service training plan			
Affirmative Action policy plan			
Client confidentiality and HIPAA policies and procedures			
Emergency /Disaster Plan			

CHECKLIST FOR APPLICATION SUBMISSION

DOCUMENTS MUST BE SUBMITTED IN THE ORDER BELOW

The below checklist is provided for use upon completion of your application. Please review the items to make sure you have complied with all appropriate requirements listed and that the application you are submitting is complete. Documents should be labeled as indicated in the application, and fastened together in the order listed on the checklist. If an attachment is not applicable, insert a blank page labeled as the appropriate attachment and indicate that it is not applicable and the reasons.

Proposals MUST contain all the attachments listed.)

REQUIRED DOCUMENTS	X	LABEL
SECTION I: AGENCY – (fasten documents together)		
Completed Pre-Screening checklist		<i>Front Page</i>
A typed original of <i>Section I: Agency Information</i> .		Pages A - 1 through A - 6
Copy of minutes from last 3 board meetings		<i>Attachment A</i>
Copy of cover page from applicable insurances, indicating coverage amounts.		<i>Attachment B</i>
Agency information narrative		<i>Attachment C</i>
Agency organizational chart.		<i>Attachment D</i>
Details of previous audit findings and resolution.		<i>Attachment E</i>
Certified audit (or specified financial statements if no certified audit).		<i>Attachment F</i>
Copy of IRS Form 941 with proof of payment.		<i>Attachment G</i>
Copy of current IRS Form 990 / 1120.		<i>Attachment H</i>
Copy of the Articles of Incorporation.		<i>Attachment I</i>
Copy of 501 c (3) notification letter.		<i>Attachment J</i>
Copy of most recent Annual Report.		<i>Attachment K</i>
Resumes of management staff		<i>Attachment L</i>
Agency's client grievance procedure/Bill of Rights.		<i>Attachment M</i>
SECTION II: PROGRAM – (fasten documents together)		
A typed original of <i>Section II: Program Information</i> .		Page A-10
Program narrative (Include flow chart and logic model)		<i>Attachment 1</i>
If not serving entire PSA, include map with street boundaries and zip codes indicated.		<i>Attachment 2</i>
Job descriptions of key program management & professional staff.		<i>Attachment 3</i>
IRS determination for independent contractors.		<i>Attachment 4</i>
Consultant/Contractual Service Affiliation Agreement		<i>Attachment 5</i>
Detailed budget signed (all 5 pages completed) / Fee For Service Cost per Unit.		Budget Pages
Additional SECTION II: PROGRAM – (fasten documents together in sets by Service Category, if applicable)		
If applicable, additional typed original of <i>Section II: Program Information</i> with budgets and attachments, if submitting proposals for multiple service categories .		Additional sets of Pages A - 10 including budget(s) and <i>Attachments 1-5</i>
FINAL REVIEW PRIOR TO SUBMISSION		
Submitted proposal(s) are for published service categories as indicated in this RFP?		
Proposal(s) reviewed for technical accuracy?		
All applicable questions answered and application complete?		
Required signatures on all documents?		
Proposal assembled in the order as outlined above?		

APPLICATION REVIEW CRITERIA AND SCORING

Applications submitted through the 2021 Community Impact Grant Request for Proposal process will be scored in criteria below. Total Score possible is 100 points.

I. Agency Qualifications and Experience (20 Points)

- A. Entity is operating within the targeted city. **(Points: 10)**
- B. Agency's ability to demonstrate their proficiency to operate the program or service for which it is applying **(Points: 2)**
- C. Legal status of the organization and mission, governance and leadership **(Points: 2)**
- D. Experience in serving the population to be served by this proposal. **(Points: 2)**
- E. Experience in providing the proposed service categories. **(Points: 2)**
- F. Demonstrated partnerships in the targeted community. **(Points: 2)**

II. Management and Financial Capacity (20 Points)

- A. Agency's ability to demonstrate their capability to perform all contract requirements. **(Points: 4)**
- B. Financial viability and entrepreneurial activities including past and pending legal issues, and previous audit/monitoring findings, if applicable. **(Points: 4)**
- C. Organizational structure and administrative qualifications of staff. **(Points: 4)**
- D. Management Information Systems and technological capabilities. **(Points: 4)**
- E. Accounting system, audit procedures, internal control systems. **(Points: 4)**

III. Program Design (40 Points)

- A. **Completeness of the Program Design** - Applicant describes the proposed program design given the problems identified and the statement of need is in alignment with the requirements of the service definition. **(Points: 3)**
- B. **Reasonableness of Program Staff** - Proposed program staffing positions, qualifications of the program staff, and their ability to implement the proposed program or service is reasonableness. **(Points: 3)**
- C. **Innovation and Creativeness** - Ability of the applicant to introduce innovative and creative methodologies, techniques and strategies to serve the targeted population using best practices research and models. **(Points: 10)**
- D. **Level of Community Impact** – Ability of the applicant to demonstrate how the proposed services will have an impact on the individual and community levels. **(Points: 5)**
- E. **Adherence to Minimum Standards or DAAA Regional Service Definitions** - Proposed program designs are to be in compliance with the provisions of the Older Americans Act, and with Aging & Adult Services Agency (AASA) Programs. **(Points: 5)**
- F. **Consideration of Clients' Rights** - Clients' access to service, respect for clients' rights, responsiveness to needs, solicitation of feedback, provision of client-oriented service, etc. will be evaluated. **(Points: 3)**

- G. **Targeting** - Outreach to those in greatest economic and social need, and prioritization of service to those with most substantial unmet need is required. Plans for targeting frail, low-income, minority, and disabled older adults should be clearly developed and stated. **(Points: 3)**
- H. **Programmatic Capacity** - Indicate the number of clients served on a daily basis and an annual basis. Also describe plans to bring on new programs. Description of how the benchmarks will be tracked and reported. Applicant must demonstrate an ability to assist clients to access the service delivery network in ways which avoid unnecessary duplication of effort will be evaluated. Applicant should also details of partnerships and/or independent contracts to assist in service provision under the project and the relationship of the agency or consultant to the applicant agency. **(Points: 3)**
- I. **Procurement of Other Resources** - Describe plans to procure other resources for support of the proposed program. Note any public or private funding currently secured to support planning, development or program implementation. Describe in detail your agency's sustainability plan to transition from DAAA to other resources to maintain services since federal and state funding as meant to be seed monies. **(Points: 2)**
- J. **Diversity, Equity and Inclusion Strategy** - The ability to assist clients from different cultural, language and religious background to access services in a way that respects their diverse backgrounds. **(Points: 3)**

IV. Budget and Other Resources (20 points)

- A. Reasonableness in assigning costs (i.e., reasonable costs to implement the program or services proposed), the unit and client costs, the staffing and administration costs. **(Points: 10)**
- B. Reasonableness of the overall budget relationship of costs to program design. **(Points: 3)**
- C. Demonstrated strength in procuring and developing other resources to assist with the implementation of the program (i.e., the utilization of cash and in-kind non-federal resources to be leveraged with DAAA funds). **(Points: 3)**
- D. Demonstrated ability of the agency to repay any disallowed cost back to the program. **(Points: 2)**
- E. Accuracy of the proposed program budget for the proposed service. **(Points: 2)**