



MISSOURI DEPARTMENT OF
**HEALTH &
SENIOR SERVICES**

SFY2025

MO SUA and AAA Policies and Procedures

Bureau of Senior Programs

Missouri Department of Health and Senior
Services

12/5/2024

Table of Contents

Purpose	6
Section 1 - Administration	6
1.1 Designation and Modification to Planning and Service Areas by the SUA	6
1.2 Withdrawal of Area Agency Designation	9
1.3 Employment Policies and Procedures.....	10
1.3.1 Volunteers Used to Provide Programming or Services	10
1.4 Background Screenings	12
1.4.1 AAA Employees (For Home-Delivered Meal Delivery Staff See Next Section)	12
1.4.2 Home-Delivered Meal Delivery Staff and Volunteers	12
1.4.3 Contracted Service Providers	13
1.5 Conflict of Interest.....	13
1.6 Steven’s Amendment and AAA Contract requirements regarding Publications, Press Releases, Request for Proposals (RFPs), and Bid Solicitations	16
1.6.1 Compliant Example to Meet Steven’s Amendment and AAA Contract Requirements.....	17
1.7 Holidays and Days Closed/ Service Delivery Disruption	17
1.8 Emergency Preparedness / Disaster Relief	18
1.9 Grievance Procedures.....	19
1.10 Advisory Council.....	20
1.10.1 Advisory Council Functions, Including Area Plan Review	20
1.10.2 Advisory Council Composition, Including Conflict of Interest and Background Screening.....	20
1.11 AAA Board of Directors	21
1.11.1 Board of Directors Functions	21
1.11.2 Board of Directors Composition, including Conflict of Interest and Background Screening	21
1.12 Confidentiality and Disclosure of Information	22
1.13 Release of Records (i.e., Sunshine Requests)	23
1.14 Participant Reprimand for Unruly Behavior	23
1.15 Training on Abuse, Neglect, and Exploitation	24
Data and Reports	24
1.16 State Program Report (SPR) and Nutrition Services Incentive Program (NSIP) Data (1321.73(b) and 1321.9(b))	24
1.17 Service Data	25
Fiscal Related Administration	25
1.18 Internal Controls	25
1.19 Cost Sharing.....	26
1.20 Incentives with OAA Funding	26

1.21 Program Income	27
1.21.1 Determining Program Income Versus Non-Program Income	27
1.21.2 What Is Not Program Income:	28
1.21.3 Other Types of Donations That Should Be Counted by the Non-Federal Entity	28
1.21.4 How Program Income Must Be Utilized	28
1.22 Voluntary Contributions	29
1.23 Private Pay Programs.....	30
1.24 Contracts and Commercial Relationships	30
1.25 Buildings, alterations or renovations, maintenance, and equipment.....	32
POLICY.....	32
1.26 Property Management Standards for Purchases over \$5,000	32
1.27 Supplement, Not Supplant	33
1.28 Fixed Amount Subaward	34
1.29 Advance Payment	34
1.30 Intrastate Funding Formula (IFF)	34
1.31 Non-Federal Share (Match).....	35
1.32 Transfers	36
1.33 State and Area Plan Administration	37
1.34 Minimum Adequate Proportion.....	37
1.35 Rural Minimum Expenditures	38
1.36 Maintenance of Effort	38
1.37 Reallotment	39
1.38 Flexibilities Under a Major Disaster Declaration	39
Monitoring.....	40
1.39 AAA Oversight and Monitoring of Contracted Service Providers	40
1.40 AAA Oversight and Monitoring of Services Provided Directly by the AAA.....	40
1.41 SUA Programmatic Monitoring of AAAs.....	41
1.42 SUA Fiscal Monitoring of AAAs.....	42
1.42.1 Monthly Fiscal Monitoring	42
1.42.2 Quarterly Fiscal Monitoring.....	43
1.42.3 Annual Fiscal Monitoring	43
1.42.4 Annual Fiscal Monitoring of AAA Audit.....	43
1.43 Monitoring of Area Plan Goals	44
Section 2 – Planning and Providing Services	45
2.1 Area Plans	45
2.1.1 Area Plan Objectives	46
2.1.2 Area Plan Contents.....	46
2.1.3 Submitting an Annual Update to an Area Plan (Years Two, Three, and Four)	47
2.1.4 Area Plan Document Review Meeting	48

2.1.5 Amendments to the Area Plan	48
2.1.6 Submitting Area Plan Amendments throughout the Year	49
2.2 Ensuring Services for Priority Groups	50
2.3 Targeting of Services.....	51
2.4 Program Definitions	52
2.5 Provision of Direct Services	52
2.6 Wait Lists	53
2.6.1 Development and Use of Wait Lists.....	53
2.6.2 Removal of Persons from Wait Lists.....	54
2.7 Program Development.....	54
2.8 Comprehensive and Coordinated Community-Based System.....	55
2.9 Coordination with Other Service Providers in the Planning and Service Area.....	56
2.10 Responsibilities of Service Providers	56
2.11 Client Eligibility, Assessment, and Person-Centered Planning.....	57
2.12 Program Limitations.....	58
2.13 Greatest Economic Need and Greatest Social Need	58
2.14 Access to Services	59
2.15 General Requirements for All Service Providers.....	59
2.16 Contracted Services	61
2.17 Consumer-Directed Services	61
2.18 Person-Centered, Trauma-Informed, and Culturally Sensitive Services	61
2.18.1 Person-Centered Approach	61
2.18.2 Trauma-Informed Care	62
2.19.1 Diversity in Hiring and Staffing.....	63
2.19.2 Equitable Access to Services	63
2.19.3 Addressing Discrimination and Harassment.....	63
2.20 Compliance with Section 504 of the Rehabilitation Act of 1973.....	64
2.21 Section 1557 of the Affordable Care Act (ACA)	64
Section 3 - Title III B Supportive Services.....	67
3.1 Defining Supportive Services	67
3.2 Voucher Transportation Programs	67
3.3 Title III B Legal Assistance	68
3.3.1 Selection of Legal Assistance Providers	68
3.3.2 Standards for Legal Assistance Provider Selection.....	68
3.3.3 Standards for Contracting Between AAAs and Legal Assistance Providers	69
3.3.4 Legal Assistance Provider Requirements.....	70
3.4 Attorney-Client Privilege	71
3.5 Priority Legal Assistance Case Types	72
3.6 Information and Assistance	72

3.7 Information and Assistance/Referral Professional	73
3.8 Senior Center	74
3.8.1 Annual Fire Inspections	74
3.9 Coordination of III B and III E Services	75
3.10 Distribution of Funds.....	75
Section 4 – Title III Nutrition	76
4.1 Congregate Meals	76
4.1.1 Leftovers.....	76
4.1.2 Restaurant Congregate Meal Program.....	76
4.2 Home-Delivered Meals	78
4.3 Carryout Meals Funded through Title III C-1 (Congregate Meal Funding).....	79
4.4 Carryout Meals Funded through Title III C-2 (Home-Delivered Funding)	80
4.5 Nutrition Education	81
4.6 Nutrition Counseling	81
4.7 Other Nutrition Services	82
4.8 Oral Nutrition Supplements	82
4.9 Menu Planning.....	83
4.9.1 Nutrition Requirements for Meals	83
4.10 Choice	85
4.11 Offer versus Serve.....	85
4.12 Special Menus	86
4.13 Culturally Appropriate Meals	86
4.14 Nutrition Risk	86
4.15 Meal Availability Requirements	87
4.15.1 Congregate Meal Availability Requirements.....	87
4.15.2 Home-Delivered Meal Availability Requirements	87
4.16 Meal Cost	88
Section 5 - Title III D Evidence-Based Disease Prevention and Health Promotion Programs	89
5.1 Providing Evidence-Based Disease Prevention and Health Promotion Programs using Title III D Funding.....	89
5.2 State Approval for Evidence-Based Programs.....	89
Section 6 – Title III E - National Family Caregiver	91
6.1 Caregiving Services Eligibility	91
Section 7 - Legal Assistance Developer (LAD).....	93
Section 8 – Missouri’s State Plan on Aging	96
8.1 State Plan on Aging Process.....	96
8.2 Monitoring Progress on Missouri’s State Plan on Aging Outcomes, Objectives, and Strategies	96
8.3 Monitoring of State Plan Assurances	97
8.4 Public Participation in the State Plan on Aging	97

Views of Older Individuals, Family Caregivers, Service Providers, and the Public	97
8.5 Public Comment on Missouri’s State Plan on Aging	97
8.6 Requesting a Waiver of Public Comment Period	98
8.7 Amendments to the State Plan on Aging	98
8.7.1 Amendments that Require Prior Approval by the Assistant Secretary for Aging	98
8.7.2 Amendments that Require Notification of the Assistant Secretary for Aging	99
ACRONYMS AND TERMS USED IN THIS DOCUMENT.....	100
Public Comment Periods and Updates Made to this Policy Manual	102
Attachment A – SUA COOP Plan for AAAs	103
Attachment B – Home-Delivered Meal Level of Contact Form	146
Attachment C - Individual Conflict of Interest Screening Example.....	147
Attachment D - Individual Conflict of Interest Identification, Removal or Remedy Example.....	148
Attachment E - Organizational Conflict of Interest Example	149
Attachment F- Organizational Conflict of Interest Identification, Remedy or Removal Example	151
Attachment G - Board Member Certification Example	153
Attachment H – Contracts and Commercial Relationships Checklist.....	154
Attachment I – Examples of Notice of Federal Interest.....	156
Attachment J – Allowable and Unallowable Costs by OAA Title.....	161



Purpose

(Reference: [45 CFR 1321.9](#))

The State Unit on Aging (SUA) shall develop and implement policies and procedures governing all aspects of programs operated as set forth in [45 CFR 1321](#) and [45 CFR 1324](#). These policies and procedures shall be developed in consultation with area agencies on aging (AAAs), program participants, and other appropriate parties in the State. These policies and procedures will be published in this manual.

(Reference: [45 CFR 1321.59\(a\)](#) and [45 CFR 1321.73\(a\)](#))

Each AAA in Missouri shall develop and implement policies and procedures in compliance with the SUA policies and procedures included in this manual, [45 CFR 1321](#), [45 CFR 1324](#), the Older Americans Act (OAA), and all other applicable State and Federal requirements. These policies and procedures shall be developed in consultation with other appropriate parties in the planning and service area (PSA). The AAA is responsible for enforcing these policies and procedures.

Section 1 - Administration

1.1 Designation and Modification to Planning and Service Areas by the SUA

POLICY

(Reference: [45 CFR 1321.13](#), [45 CFR 1321.19](#), and [CSR 19 CSR 15-4.070-4.080](#))

This policy outlines the responsibilities and procedures of the SUA in managing the designation and modification of PSAs in compliance with the OAA and relevant federal and state regulations. The SUA aims to ensure transparency, accountability, and due process in these processes, as mandated by the OAA. When the SUA issues a decision to change PSAs, it shall provide an explanation of its consideration of the factors in paragraph (d) of this section. Such explanations must be included in the State Plan on Aging (SPOA) amendment submitted as set forth in [45 CFR 1321.31\(b\)](#) or SPOA submitted as set forth in [45 CFR 1321.33](#).

The SUA is responsible for designating a AAA to serve each PSA. Only one AAA shall be designated to serve each PSA. A AAA may serve more than one PSA. A AAA that serves more than one PSA must maintain separate funding, planning, and advocacy responsibilities for each PSA. The SUA shall have policies and procedures regarding the designation of AAAs and changes to an agency's designation as a AAA per the OAA. Such policies and procedures should provide due process to affected parties, accountability, and transparency and must address the following:

- (1) Provisions for designating a AAA, including:
 - (i) The application processes.
 - (ii) How notice to interested parties shall be provided.
 - (iii) How views offered by the unit(s) of general-purpose local government in such area shall be obtained and considered.
 - (iv) How the SUA shall provide the right of first refusal to a unit of general purpose local government if:
 - (A) Such unit demonstrates the ability to meet the requirements as set forth by the SUA, per the OAA; and
 - (B) The boundaries of such a unit and the boundaries of the AAA are reasonably contiguous.
 - (v) How the SUA shall then give preference to an established office on aging if the unit of general-purpose local government chooses not to exercise the right of first refusal.
 - (vi) How the SUA shall assume AAA responsibilities if there are no successful applicants in the SUA's application process.
 - (vii) The appeals process for affected parties.

- (2) Provisions for a AAA that voluntarily relinquishes their AAA designation, including that the SUA's written acceptance of the voluntary relinquishment of AAA designation shall be considered as the SUA's withdrawal of AAA designation, and requirements under [45 CFR 1321.21\(b\)](#) shall apply;
- (3) Provisions for when the SUA takes action to withdraw a AAA's designation, in accordance with [45 CFR 1321.21](#);
- (4) Provisions for when the SUA administers AAA programs as provided for in OAA section 306(f) ([42 U.S.C. 3026\(f\)](#)), where the Assistant Secretary for Aging (ASA) may extend the 90-day period if the SUA requests an extension and demonstrates to the satisfaction of the ASA a need for the extension.

For any of the actions listed in this section, the SUA must submit a SPOA amendment as set forth in [45 CFR 1321.31\(b\)](#) or SPOA as set forth in [45 CFR 1321.33](#).

An area agency may be any of the following types of agencies:

- (1) An established office on aging that is operating within a PSA.
- (2) Any office or agency of a unit of general-purpose local government which is designated to function to serve as a AAA by the chief elected official of such unit.
- (3) Any office or agency designated by the appropriate chief elected officials of any combination of units of general-purpose local government to act on behalf of such combination for such a purpose.
- (4) Any non-state, local public, or nonprofit private agency in a PSA, or any separate organizational unit within such agency, which is under the supervision or direction for this purpose of the designated SUA, and which demonstrates the ability and willingness to engage in the planning or provision of a broad range of services under the OAA within such PSA.

The SUA may not designate any regional or local office of the State of Missouri as a AAA.

SUA PROCEDURE

The SUA developed Continuity of Operations (COOP) procedures for multiple scenarios in which the SUA may need to step in to help support AAA functions and a full process for what needs to occur if an AAA voluntarily relinquishes its designation, or the SUA determines that the designation of an AAA must be withdrawn. The detailed procedures can be found in [Attachment A - SUA COOP Plan for AAAs](#).

Application Process to Change a PSA

Initiation of Change

- Applications to change a PSA may be initiated by the SUA or external parties, including AAAs, service providers, or local government units. External parties must submit a formal application detailing the reasons for the proposed change, along with supporting documentation. It is the responsibility of the applicant to submit sufficient information and supporting documentation to allow the Division to decide on any changes in designation. The application must be submitted on the official letterhead of the entity wishing to change the PSA and contain at least the information listed below in the Documentation of Need.

Documentation of Need

- The SUA shall require detailed documentation justifying the need to change a PSA. This includes evidence such as demographic changes, service gaps, and alignment with criteria established under federal regulations. The application must contain at least the following information:
 - A detailed description of the applicant's determination of a need for a change in PSA, which must clearly establish the need for a change.
 - The PSA distribution of persons aged 60 and older, including those with the greatest economic or social need, particularly low-income minority older adults.
 - The views of public officials of the units of general-purpose local governments.
 - The incidence of need in the PSA for services provided under the OAA and the applicant's available resources to meet these needs.

- The boundaries of the proposed changes to the PSA within the State.

Notice to Interested Parties

- Upon receipt of a completed application, the SUA shall provide timely notice to all relevant stakeholders, including AAAs, local governments, service providers, and older individuals in the affected areas. Notices shall be published in local newspapers and on the SUA website and distributed via email to registered stakeholders.

Public Hearing and Feedback

- The SUA shall conduct a public hearing within 30 days of providing notice to gather public input on the proposed change. The hearing shall be held in an accessible location, with virtual participation available to ensure broad access.

Involvement of Stakeholders

- The SUA shall actively involve AAAs, service providers, and older individuals in the decision-making process. Stakeholders shall have opportunities to provide feedback through public comment periods, written submissions, and participation in focus groups.

Decision-Making Criteria

The SUA shall consider the following factors when making decisions regarding the modification of PSAs:

- (1) The geographical distribution of older individuals in the State.
- (2) The incidence of the need for services under the OAA.
- (3) The distribution of older individuals who have the greatest economic need and greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency (LEP), and older individuals residing in rural areas) residing in such areas.
- (4) The distribution of older individuals who are Native Americans residing in such areas.
- (5) The distribution of resources available to provide such services under the OAA.
- (6) The boundaries of existing areas within the State which were drawn for the planning or administration of services under the OAA.
- (7) The location of units of general-purpose local government, as defined in section 302(4) of the OAA ([42 U.S.C. 3022\(4\)](#)), within the State.
- (8) Any other relevant factors.

Appeals Process for Applicants Whose Applications Were Denied by the SUA

Right to Appeal

- Any applicant or party affected by the SUA's decision to deny a PSA designation or change has the right to appeal.

Filing Appeals

- Appeals must be filed within 30 days of receiving the SUA's written decision.

Departmental Appeals Board (DAB)

- Appeals may be submitted to the DAB as per [45 CFR Part 16](#). The DAB may refer the case to its Alternative Dispute Resolution Division for mediation before making a final decision.

Formal Application Process

Formal Application Process

- The SUA shall initiate a transparent application process for AAA designation within PSAs, including clear criteria based on federal guidelines. Notice of the application process shall be provided to all interested parties, with input from local governments and other stakeholders sought.

Right of First Refusal

- Units of general-purpose local government within PSA boundaries shall have the right of first refusal if they can meet SUA requirements. If declined, preference shall be given to an established office on aging within the area.

Voluntary Relinquishment and Withdrawal of Designation

- Procedures for voluntary relinquishment of AAA designation shall be followed, including SUA acceptance. The SUA shall ensure due process in withdrawing AAA designation, providing affected parties with a hearing and the opportunity to appeal.

State Administration of AAA Programs

- If no suitable applicants are found to prevent a lapse in services, the SUA may temporarily administer AAA programs in the area, subject to extension by the ASA.

Timeframes for Processes

- Notification of Action: All interested parties must be notified within 10 days of the SUA's decision to initiate a change to a PSA.
- Public Hearing Schedule: Public hearings must be scheduled within 30 days of notification.
- Decision Announcement: The SUA shall announce its decision regarding PSA changes within 60 days of the public hearing.
- Appeals Submission: Appeals must be filed within 30 days of the SUA's written decision.

AAA PROCEDURE

N/A

1.2 Withdrawal of Area Agency Designation

POLICY

(Reference: [45 CFR 1321.21](#) and [19 CSR 15-4.080- 4.090](#))

In carrying out section 305 of the OAA ([42 U.S.C. 3025](#)), the SUA shall withdraw the AAA whenever it, after reasonable notice and opportunity for a hearing finds that:

- (1) A AAA does not meet the requirements of this part.
- (2) An area plan or plan amendment is not approved.
- (3) There is a substantial failure in the provisions or administration of an approved area plan to comply with any provision of the OAA, regulations and other guidance as set forth by the ASA, terms, and conditions of Federal grant awards under the OAA, or policies and procedures established and published by the SUA.
- (4) Activities of the area agency are inconsistent with the statutory mission prescribed in the OAA.
- (5) The SUA changes one or more PSA designations; or
- (6) The area agency voluntarily requests the SUA withdraw its designation.

If a SUA withdraws an area agency's designation under this section, it shall:

- (1) Provide a plan for the continuity of area agency functions and services in the affected PSA.
- (2) Submit a SPOA amendment as set forth in [45 CFR 1321.31\(b\)](#) or SPOA as set forth in [45 CFR 1321.33](#).
- (3) Designate a new area agency in the PSA in a timely manner.

If necessary, to ensure the continuity of services in a PSA, the SUA may, for a period of up to 180 days after its final decision to withdraw the designation of an area agency:

- (1) Perform the responsibilities of the area agency; or
- (2) Assign the responsibilities of the area agency to another agency in the planning and service area.

The ASA may extend the 180-day period if the SUA:

- (1) Notifies the ASA in writing of its action under this section.
- (2) Requests an extension; and
- (3) Demonstrates to the satisfaction of the ASA a need for the extension. The need for the extension may include the SUA's reasonable but unsuccessful attempts to procure an applicant to serve as the area agency.

SUA PROCEDURE

The SUA shall ensure that the policy outlined above is followed if the withdrawal of the designation of an AAA is necessary. The SUA developed COOP procedures for multiple scenarios in which the SUA may need to step in to help support AAA functions and a full process of what needs to occur if an AAA voluntarily relinquishes its designation, or the SUA determines that the designation of an AAA must be withdrawn. These procedures are in [Attachment A - SUA COOP Plan for AAAs](#).

AAA PROCEDURE

N/A

1.3 Employment Policies and Procedures

POLICY

(Reference: [19 CSR 15-4.120](#), [19 CSR 15-4.130](#) and [19 CSR 15-4.135](#))

The following entities must maintain a system of Personnel Administration that complies with all state and federal standards: SUA, AAAs, Title III projects, contractors, or grantees.

SUA PROCEDURE

The SUA shall follow DHSS HR Employment Policies and Procedures, which can be found at <https://dhssnet.state.mo.us/policiesprocedures/> [Policies and Procedures | Powered by Box](#). The full listing of DHSS Policies and Procedures can be found in the immediately preceding link. Specific policies will be provided upon request to the Bureau of Senior Program by emailing the specific request to MoStatePlanonAging@health.mo.gov. The SUA shall monitor each AAA annually to ensure appropriate policies and procedures are in place and being followed.

The SUA shall provide the AAAs with a list of the required policies and procedures to be monitored before each year's monitoring. The SUA shall monitor the AAA's policies and procedures to ensure they are current and adhere to the minimum agreed-upon state policies and procedures.

AAA PROCEDURE

The AAA shall have policies and procedures regarding hiring practices for each position within the agency. The contracted agency shall notify the SUA of a AAA director or project director vacancy by submitting an amended [Area Plan form Attachment D](#). The AAA shall update and submit the form again when it hires new staff to fill the vacant position.

For staff who are not program managers, such as senior center administrators, the AAA shall inform the SUA of any changes in staffing by emailing the updated information to MoStatePlanonAging@health.mo.gov.

1.3.1 Volunteers Used to Provide Programming or Services

POLICY

(Reference: **SUA Specific Policy**)

AAAs may use volunteers to help provide programming and services beyond what the AAA staff can perform, and they are required to use volunteers in the Title III E Family Caregiver Program to help expand programs and services for family caregivers.

For the purposes of the policies and procedures contained in this manual, volunteers are divided into several categories based on their level of contact with participants and how often they will have contact with them. Please see the chart below to determine what level of volunteer each person falls into and what makes them each level.

Level of Volunteer	Duties of Volunteer	What AAA Needs
Level 1	Volunteer at the AAA office or Senior Center and have no contact with participants (no conversations or access to their personal information). This would also include volunteers who are only volunteering for one day or one event as part of a large volunteer group (such as sorority, religious, or business groups that have a volunteer day). Drivers or riders delivering meals for only one day and not entering a participant's home would fall into this category.	Have the volunteer sign a waiver releasing the AAA/SUA of any fault in case of an accident. The waiver should also include an understanding that the volunteer will have no personal conversations with participants (saying hello and general impersonal conversation is fine) and will not have access to participant-specific information. The waiver should also include the requirement that the volunteer does not create personal relationships with participants that could be exploited when the volunteer is not performing the duties of the AAA or center.
(Level 2) Home-Delivered Meal Driver	Anyone delivering HDM's regularly (ongoing duties to deliver meals) must have a completed Home-Delivered Meal Level of Contact/FCSR Determination (or comparable background screening and EDL) annually to determine the need for background checks and conflict of interest sheets.	<p>AAA must complete a Home-Delivered Meal Level of Contact/FCSR Determination (or comparable background screening and EDL) for each volunteer in Level 2.</p> <p>If the volunteer meets the background check requirements, they will also be required to complete a Conflict-of-Interest form and an Identification, Remediation, or Removal form for any identified conflicts of interest.</p> <p>Volunteers at this level will also be required to have annual Adult Abuse Neglect and Exploitation training to identify potential issues and know when and how to report.</p>
Level 3	<p>Volunteers have regular contact with participants that involves personal sharing of information, access to personal information through applications or assessments, or are assigned to personally assist participants during lunch or other activities where personal relationships can be built.</p> <p>This also includes volunteers who administer support groups, make friendly visits or calls, or perform duties that require them to enter a participant's home.</p>	<p>AAA must have a completed Family Care Safety Registry (FCSR) or a comparable background screening service and the Employee Disqualification List (EDL) to screen for criminal background or other disqualifications.</p> <p>They will also be required to complete a completed Conflict of Interest form and an Identification, Remediation, or Removal form for any identified conflicts on file with the center or AAA.</p> <p>Volunteers at this level will also be required to have annual Adult Abuse Neglect and Exploitation training to identify potential issues and know when and how to report.</p>

SUA PROCEDURE

If the SUA chooses to use volunteers (non-State or AAA employees) to help with a program, event, etc., the SUA will utilize the level of volunteer chart above to determine what is required to ensure participant confidentiality and safety and screen for real or perceived conflicts of interest.

The SUA will review a random sample of volunteer screenings to ensure the AAA is using the same level of volunteer determination and then having the volunteer complete the necessary forms and steps to ensure client confidentiality and safety and is screening for conflicts of interest as necessary.

AAA PROCEDURE

The AAA shall have documented each volunteer's level of volunteer on a volunteer log (this can be a paper or electronic log). All volunteers shall then have the appropriate paperwork completed and available upon request of the SUA during monitoring.

The AAA shall ensure its contractors are completing similar assessments of their volunteers and completing comparable levels of paperwork to ensure client confidentiality and safety and to avoid real or perceived conflicts of interest.

1.4 Background Screenings

1.4.1 AAA Employees (For Home-Delivered Meal Delivery Staff See Next Section)

POLICY

(Reference: RSMo [210.900](#) - [210.936](#))

The SUA and AAA shall ensure that upon hire, the agency shall use the Family Care Safety Registry (FCSR) **or** a comparable background screening service and the Employee Disqualification List (EDL) to screen for criminal background or other disqualifications of all employees who have access to participants personal information. This can include obtaining personal information through conversation, completing applications or assessments, or entering the participant's home for any reason. Any employee who has access to personal participant information meets the requirements of the Family Care Safety Act (FCSA). The AAA shall establish policies and procedures that require a similar background check for all other direct care employees who do not fall under the FCSA but have similar access to participants' personal information. The AAA shall ensure that at least every two years after hire, the FCSR **or** a similar background check and EDL are run again for any current staff who perform direct services, have access to personal participant information, and meet the requirements of the FCSA.

SUA PROCEDURE

The SUA shall follow DHSS HR Employment Policies and Procedures, found at <https://stateofmissouri.box.com/s/wjuetzoae0p840g5h3hyzj3vbj9qlm29>.

The SUA shall monitor each AAA annually to ensure appropriate background screenings are completed based on the above-mentioned policies and procedures.

AAA PROCEDURE

The AAA shall retain documentation that it has checked the FCSR **or** a comparable background screening and EDL upon hire and at least once every two years thereafter for all employees who have access to participant's personal information through conversation, access to personal information during application or assessments, or by entering the participants home for any reason and meet the requirements of the FCSA. The AAA shall retain documentation that it has followed the policy and procedure that the AAA established for all other direct care employees.

1.4.2 Home-Delivered Meal Delivery Staff and Volunteers

POLICY

The AAA shall complete the Home-Delivered Meal Level of Contact/FCSR Determination (**or** comparable background screening and EDL) annually for each contractor and senior center that delivers home-delivered meals in the PSA. ([See Attachment B - Home-Delivered Meal Level of Contact](#))

For this policy, volunteers ([Level 2 in the chart in policy 1.3.1](#)) are considered unpaid individuals who deliver meals to OAA home-delivered meal participants. All volunteers ([Level 2 in the chart in policy 1.3.1](#)) must be screened using the Home Delivered Meal Level of Contact/FCSR Determination (or comparable background screening and EDL) prior to their volunteer service of delivering meals. Home-delivered meal staff and volunteers ([Level 2 in the chart in policy 1.3.1](#)) that require a background screening will all need to have a completed Conflict of Interest Screening and a completed Conflict of Interest Identification, Remedy, or Removal form for any identified real or perceived conflicts.

SUA PROCEDURE

If the SUA must help with meal delivery at any time, the Bureau of Senior Programs Bureau Chief shall ensure that the appointed employee has completed the correct level of background screening prior to delivering meals to program participants.

The SUA shall monitor each AAA annually to ensure they are completing appropriate background checks on its employees, contractors, and volunteers based on their contact level with program participants.

AAA PROCEDURE

The AAA shall use the information on the Home-Delivered Meal Level of Contact/FCSR Determination (or comparable background screening and EDL) to determine whether the home-delivered meal deliverer requires a background screening with the FCSR (or a comparable background screening and the EDL).

The AAA shall retain this documentation at the AAA office for at least three years and make it available to DSDS for annual monitoring.

1.4.3 Contracted Service Providers

POLICY

The SUA and each AAA shall ensure that all contracted service providers use the FCSR (or a comparable background screening and the EDL) to screen for criminal background or other disqualifications of all employees who have access to participant's personal information through conversation, access to personal information during application or assessments, or by entering the participants home for any reason and who meet the requirements of the FCSA. This shall be done upon hire and at least every two years thereafter. The AAA shall ensure that all contracted service providers establish policies and procedures that require a background check for all other direct care employees who do not fall under the FCSA.

SUA PROCEDURE

The SUA shall ensure that all contracts where the contractor shall have employees who have access to participants' personal information through conversation, access to personal information during application or assessments, or by entering the participant's home for any reason and have the appropriate level of background screening required by the FCSA and AAA policy and procedure.

The SUA shall monitor each AAA annually to ensure they are completing appropriate background checks on their employees. The SUA shall also review the AAA's monitoring of its contractors to ensure the AAA is checking for the same level of background checks for its service providers.

AAA PROCEDURE

The AAA shall monitor its contracted service providers annually to ensure that all background screening policies and procedures are followed.

1.5 Conflict of Interest

POLICY

(Reference: [45 CFR 1321.47](#))

To safeguard against conflicts of interest on the part of the SUA, employees, and agents of the State who have responsibilities relating to Title III programs, including AAAs, governing boards, advisory councils,

staff, and volunteers ([that meet the requirements in the chart in policy 1.3.1](#)), SUA staff, SUA contractors, AAA staff, and AAA Contractors must continually ensure no conflicts exist. Anyone who works on programs funded by or receives funding from the OAA must establish mechanisms to identify, avoid, remove, and remedy conflicts of interest in a Title III program at organizational and individual levels, including:

- (1) Ensuring that SUA employees and agents administering Title III programs do not have a financial interest in a Title III program.
 - (2) Removing and remedying actual, perceived, or potential conflicts that arise due to an employee or agent's financial interest in a Title III program.
 - (3) Establishing robust monitoring and oversight, including periodic reviews, to identify conflicts of interest in a Title III program.
 - (4) Ensuring that no individual or member of the immediate family of an individual involved in the administration or provision of a Title III program has a conflict of interest.
 - (5) Requiring that other agencies that operate a Title III program have policies in place to prohibit the employment or appointment of Title III program decision-makers, staff, or volunteers ([that meet the requirements in the chart in policy 1.3.1](#)) with a conflict that cannot be adequately removed or remedied.
 - (6) Requiring that a Title III program takes reasonable steps to suspend or remove Title III program responsibilities of an individual who has a conflict of interest, or who has an immediate family member with a conflict of interest, which cannot be adequately removed or remedied.
 - (7) Ensuring that no organization which provides a Title III service is subject to a conflict of interest.
 - (8) Prohibiting the officers, employees, or agents of the Title III program from soliciting or accepting gratuities, favors, or anything of monetary value from grantees, contractors, and/or subrecipients, except where policies and procedures allow for situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
 - (9) Establishing the actions the SUA shall require a Title III program to take to remedy or remove such conflicts, as well as disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Title III program; and
 - (10) Documenting conflict of interest mitigation strategies, as necessary and appropriate, when a SUA or Title III program operates an Adult Protective Services or guardianship program.
- A. Individual conflicts include:
- a. An employee, or immediate member of an employee's family, maintaining ownership, employment, consultancy, or fiduciary interest in a Title III program organization or awardee when that employee or immediate family member is in a position to derive personal benefit from actions or decisions made in their official capacity.
 - b. One or more conflicts between the private interests and the official responsibilities of a person in a position of trust.
 - c. One or more conflicts between competing duties; and
 - d. Other conflicts of interest identified in guidance issued by the ASA and/or by SUA policies.
- B. Organizational conflicts include:
- a. One or more conflicts between competing duties, programs, and/or services; and
 - b. Other conflicts of interest identified in guidance issued by the ASA and/or by SUA policies.

For this policy, volunteers will be defined as those volunteers with Level 2 or Level 3 volunteer responsibilities based on the [chart in Policy 1.3.1](#).

SUA PROCEDURE

Upon hire and annually thereafter on the first working day of the State Fiscal Year (SFY), all SUA staff who work on or oversee the work on the OAA programs shall complete the State Unit on Aging Employees Involved with the [Older Americans Act \(OAA\) Program Individual Conflict of Interest Screening form \(Attachment C\)](#). The completed form must be turned into the Chief of the Bureau of Senior Programs. Once reviewed and approved, the form shall be saved in box.com in this location

<https://stateofmissouri.app.box.com/folder/272516936637> by the appropriate fiscal year. At a minimum the following employees must complete the document: all Bureau of Senior Program Employees; all DSDS Fiscal Employees who work on the OAA Program; all Senior Management who oversee the OAA Program.

If a conflict of interest is identified, then the SUA Employees Involved with the **OAA Title III Program Individual Conflict of Interest Identification, Removal, and Remedy form (Attachment D)** must be completed to ensure that the conflict is removed or remedied. If the conflict cannot be removed or remedied, the employee shall no longer be able to work on or oversee the OAA Program. The completed form must be turned into the Chief of the Bureau of Senior Programs. The form shall be saved in box.com in this location <https://stateofmissouri.app.box.com/folder/272516936637> by the appropriate fiscal year.

On the first working day of each SFY, and more often if changes occur in the management structure of DSDS, the Chief of the Bureau of Senior Programs, or their designee, shall complete an **Older Americans Act (OAA) Program Organizational Conflict of Interest Screening form (Attachment E)**. The form must be reviewed and approved by the Director of the DSDS. Once approved the form shall be uploaded and saved in box.com in this location <https://stateofmissouri.app.box.com/folder/272516936637> by the appropriate fiscal year.

If a conflict of interest is identified, then the Chief of the Bureau of Senior Programs shall work with the DSDS management to remove or remedy the conflict and complete the **Older Americans Act (OAA) Title III Program Organizational Conflict of Interest Identification, Removal, and Remedy form (Attachment F)** must be completed to ensure that the conflict is removed or remedied. The completed form shall be uploaded and saved in box.com in this location <https://stateofmissouri.app.box.com/folder/272516936637> by the appropriate fiscal year.

The SUA shall review a random sample of AAA Individual Conflict of Interest forms to ensure they have been completed upon hire or annually and to ensure that any identified conflict has been removed or remedied and is described on the Individual Conflict of Interest Identification, Removal or Remedy form. Additionally, AAAs must provide a copy of their Organizational Conflict of Interest form each year during program monitoring. If any conflicts were identified, the AAA provide a copy of the completed Organizational Conflict of Interest Identification, Remedy or Removal form. Additionally, the SUA shall review a random sample of the AAAs monitoring of their board, advisory council, volunteers (**Level 2 or 3 in the chart in policy 1.3.1**), and contractors to ensure they have monitored each of them for the same requirements.

AAA PROCEDURE

The area agency must have policies and procedures regarding conflicts of interest in accordance with the OAA, guidance as set forth by the ASA, and SUA policies and procedures as set forth at **45 CFR 1321.47**. These policies and procedures must safeguard against conflicts of interest on the part of the area agency, area agency employees, governing board and advisory council members, and awardees who have responsibilities relating to the area agency's grants and contracts.

Conflicts of interest policies and procedures must establish mechanisms to avoid both actual and perceived conflicts of interest and to identify, remove, and remedy any existing or potential conflicts of interest at organizational and individual levels, including:

- (1) Reviewing service utilization and financial incentives to ensure agency employees, governing board and advisory council members, grantees, contractors, and other awardees who serve multiple roles, such as assessment and service delivery, are appropriately stewarding Federal resources while fostering services to enhance access to community living.
- (2) Ensuring that the AAA employees and agents administering Title III programs do not have a financial interest in Title III programs.
- (3) Complying with **45 CFR 1324.21** of this chapter regarding the Ombudsman program, as appropriate.
- (4) Removing and remedying any actual, perceived, or potential conflict between the AAA and the AAA employee or contractor's financial interest in a Title III program.

- (5) Establishing robust monitoring and oversight, including periodic reviews, to identify conflicts of interest in the Title III program.
- (6) Ensuring that no individual, or member of the immediate family of an individual, involved in Title III programs has a conflict of interest.
- (7) Requiring that agencies to which the area agency provides Title III funds have policies in place to prohibit the employment or appointment of Title III program decision makers, staff, or volunteers ([Level 2 or 3 in the chart in policy 1.3.1](#)) with conflicts that cannot be adequately removed or remedied.
- (8) Requiring that Title III programs take reasonable steps to refuse, suspend or remove Title III program responsibilities of an individual who has a conflict of interest, or who has a member of the immediate family with a conflict of interest, that cannot be adequately removed or remedied.
- (9) Complying with the SUA's periodic review and identification of conflicts of the Title III program.
- (10) Prohibiting the officers, employees, or agents of the Title III program from soliciting or accepting gratuities, favors, or anything of monetary value from grantees, contractors, and/or subrecipients, except where policies and procedures allow for situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- (11) Establishing the actions the area agency shall require Title III programs to take to remedy or remove such conflicts, as well as disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Title III program; and
- (12) Documentation of conflict-of-interest mitigation strategies, as necessary and appropriate, when operating an Adult Protective Services or guardianship program.

The AAA must develop an Individual Conflict of Interest Screening form, which must be completed upon hire and annually thereafter for employees. ([See Attachment C - Individual Conflict of Interest Form Example.](#)) The AAA must also ensure that all AAA staff, board members, advisory council members, level 2 or 3 volunteers ([based on the criteria in the chart in Policy 1.3.1](#)), contractors (anyone funded by the AAA), or providers also complete the form. The AAA must develop an Individual Conflict of Interest Identification, Removal, and Remedy form to complete if any conflict is identified. ([See Attachment D - Individual Conflict of Interest Identification, Removal or Remedy Form Example.](#)) These forms must be reviewed and approved by AAA management signature, and a copy must be provided upon request by the SUA.

The AAA must develop an Organizational Conflict of Interest form to be completed for the AAA as a whole entity. ([See Attachment E - Organizational Conflict of Interest Form Example.](#)) The AAA must develop an Organizational Conflict of Interest Identification, Removal, and Remedy form to complete if any conflict is identified. ([See Attachment F - Organizational Conflict of Interest Identification, Removal, or Remedy Form Example.](#)) These forms must be completed on the first working day of each new fiscal year (July 1). These forms must be reviewed and approved by AAA management signature, and a copy must be provided upon request by the SUA.

The AAA must ensure contractors (anyone funded by the AAA) have policies and procedures to ensure they are not operating with a conflict of interest. Contractors must complete the same level of review of their own Conflict of Interest as the AAAs (i.e., Organization, Staff, Board, Council, volunteers ([Level 2 or 3 in the chart in policy 1.3.1](#)), etc.)). AAAs shall review a random sample of forms from the contractors annually during monitoring to ensure that the forms have been completed and that any conflicts have been removed or remedied by the contractor as described on the Individual or Organizational Conflict of Interest Identification, Removal, and Remedy forms.

1.6 Steven's Amendment and AAA Contract requirements regarding Publications, Press Releases, Request for Proposals (RFPs), and Bid Solicitations

POLICY

(Reference: [Public Law 115-141, Division H, Title V, Section 505](#))

DSDS Office of General Counsel has confirmed that both Steven's Amendment and the AAA contract Section 12 require the AAA to disclose the percentage, the dollar amount of projects paid for with federal

funds, and the percentage and dollar amount paid for with nongovernmental funds. The AAA contracts also require the AAA to reference both the contract number and the Department in any publications or press releases and obtain approval from the Department for any press releases or publications when state funds are used for the project.

For your information, we have provided a compliant example below. For more information on Steven's Amendment, you can review a Grants Management report from the United States Government Accountability Office at <https://www.gao.gov/assets/gao-19-282.pdf>.

SUA PROCEDURE

During annual monitoring, the SUA shall review information submitted by the AAAs to ensure that Steven's Amendment has been followed by the AAAs. DSDS has determined that only publications that include DHSS specific data (data regarding the number of services, population, or similar data) or the DHSS logo need to be reviewed before publication.

AAA PROCEDURE

When the AAA produces publications or press releases utilizing the DHSS specific data (data regarding number of services, population, or similar data) provided or the DHSS logo, the AAA shall include the required information on the publications or press releases. Publications that include DHSS specific data or the DHSS logo should be sent to the BSP Bureau Chief for review before publication. However, DSDS is willing to review any publication the AAA may want to be reviewed by the SUA.

1.6.1 Compliant Example to Meet Steven's Amendment and AAA Contract Requirements

The total cost of the ABC program is \$1,250,000. \$1,000,000 (80%) is funded through Contract #DH000000000 from the Missouri Department of Health and Senior Services and the U.S. Department of Health and Human Services (HHS), Administration on Community Living. The other \$250,000 (20%) is funded through non-Federal resources.

1.7 Holidays and Days Closed/ Service Delivery Disruption

POLICY

(Reference: [19 CSR 15-7.010\(16\)\(F\) and \(G\)](#))

The SUA and each AAA shall have policies and procedures that state when the offices shall be closed, how changes to the approved closed dates shall occur, how the public shall be notified of the closure of the office, and how individuals can receive information to contact help in an emergency.

SUA PROCEDURE

DHSS follows the state of Missouri holiday schedule. This information is publicly posted at <https://oa.mo.gov/commissioner/state-holidays>. Only the governor can close state offices, he does so through press releases announcing the closures. This can occur for bad weather or emergency events, recognition of holidays (i.e., day after Thanksgiving), etc. BSP staff shall update their email and phone messages to state that the offices are closed and when the call or email shall be returned. Information shall be left on the voicemails and on the email autoreply about how to contact the Adult Abuse hotline or 911 for emergencies. The SUA will monitor for these policies and procedures annually.

AAA PROCEDURE

Each AAA shall have a policy and procedure listing of the days the office shall be closed which has been approved by their board of directors. The AAA shall post notice of the closing of the office on the main door to the office and shall post a notice on Facebook and their website (if they have them). Updates to the policies and procedures must be approved by the board of directors prior to the office closing. This can be done in formal board meetings, or informally in an emergency. (The AAA may have a general policy such as the office being closed on recognized state holidays or the office closing to the public when school is cancelled for bad weather.) The AAA shall post information with the notice of closure letting the public know to contact the Adult Abuse hotline or 911 in an emergency.

In addition, the AAA shall include in their policies and procedures how service disruptions shall be handled in emergency situations. This shall include informing the SUA of the closure of the AAA office or Senior Center by email, posting information on the AAA or Senior Center website or social media, and following any other normal process to ensure the public knows when the office is closed.

1.8 Emergency Preparedness / Disaster Relief

POLICY

(Reference: [45 CFR 1321.97](#))

Emergency planning and preparedness for aging services is governed by both federal and state regulations, including the OAA and the Code of Federal Regulations (CFR), specifically 45 CFR Part 1321, which requires that SUAs and AAAs maintain plans for emergency preparedness. Missouri-specific regulations are outlined in the Missouri Code of State Regulations (CSR), particularly 19 CSR 15-4, which provides additional guidance on the responsibilities of the SUA and AAAs in emergency planning.

SUA PROCEDURE

1. **Risk Assessment:** The SUA shall utilize the risk assessments completed by the State Emergency Management Agency (SEMA), which works with individual counties in Missouri to conduct all-hazards risk assessments and develop priorities for addressing identified hazards. The SUA shall adopt an all-hazards approach, rather than deferring to individual county priorities.
2. **Coordination with Stakeholders:** The SUA shall coordinate emergency response activities with AAAs, service providers, local emergency response agencies, relief organizations, local governments, and State agencies responsible for emergency and disaster preparedness.

Oversight of AAAs is identified as a critical function of the SUA during emergencies and disasters. The SUA shall follow a detailed communication protocol outlining when and how to communicate with AAAs, as well as the information to be exchanged. This protocol is documented in the Emergency Response Communication (ERC) workstation folders.

3. **Guidance to HCBS Providers:** The SUA shall enforce memos EM 20-13 and PM-20-11, issued on November 18, 2019, which direct SUA staff and Home and Community-Based Services (HCBS) providers to identify clients with fragile or insufficient support systems during emergencies. Service providers are instructed to prioritize these clients during emergencies, as indicated in their contracts with the Missouri Medicaid Audit and Compliance (MMAC). Notifications shall be sent to HCBS providers when the Priority 1 notification protocol is activated.
4. **Public Health Emergency Operations:** DHSS is the lead agency for Emergency Support Function 8 (ESF-8), coordinating state assistance to supplement local resources during emergencies. All ESF-8 requests shall be coordinated through SEMA. The SUA's role within this framework is detailed in the DHSS Public Health Emergency Operations Plan (PHEOP).
5. **Plan Development and Updates:** The SUA shall incorporate emergency and disaster preparedness into its COOP, as outlined in the DSDS COOP Plan Item XI. The SUA is also covered under the broader DHSS PHEOP, which details the department's organization, policies, and responsibilities during state and local emergencies. The PHEOP is maintained by the Office of Emergency Coordination and is scheduled for updates periodically.
6. **Leadership Involvement:** The involvement of the DHSS Director in the development, revision, and implementation of emergency and disaster preparedness plans is outlined in the DHSS COOP Plan. The Director is the lead individual responsible for activating the PHEOP and managing emergency response activities. Updates to this plan shall be coordinated with the Emergency Response Coordinator (ERC).
7. **Coordination with AAAs and Service Providers:** The SUA's COOP Plan Item V details coordination with AAAs and service providers for essential functions. While this coordination is

not specifically addressed in the PHEOP, it is incorporated into the broader DHSS emergency planning framework.

AAA PROCEDURE

1. Emergency Plan Development: Each AAA must develop and maintain an emergency plan that includes:
 - A COOP and an all-hazards emergency response plan, based on completed risk assessments, updated annually.
 - A description of coordination activities for both the development and implementation of long-range emergency and disaster preparedness plans.
 - Other relevant information as deemed appropriate by the AAA.
2. Coordination with Stakeholders: AAAs shall coordinate with federal, state, and local emergency response agencies, service providers, relief organizations, and governments, as well as with Tribal emergency management, if applicable.

The coordination activities, particularly with local emergency operations offices, are detailed in the Test, Training, and Exercise section of each AAA's emergency plan. While direct coordination with state and federal partners is managed through county emergency operations offices, language reflecting this coordination should be included in future updates.

3. Plan Maintenance and Updates: AAAs are responsible for ensuring their emergency plans are regularly tested, trained, and updated to reflect current risk assessments and coordination requirements. These updates should align with changes in state and federal guidelines and reflect lessons learned from past emergencies and disasters.

1.9 Grievance Procedures

POLICY

(Reference: [45 CFR 1321.9\(b\)\(1\)\(viii\)](#) and [19 CSR 15-4.120](#))

The SUA and AAAs shall have grievance procedures in place to address older individuals and family caregivers who are dissatisfied with or denied services, service provider applicants whose application to provide service is denied, and service provider applicants whose sub-grant or contract is terminated or not renewed.

SUA PROCEDURE

The SUA will adhere to DHSS Grievance and Complaint Procedure I.6. The complaint procedures can be found at <https://stateofmissouri.box.com/s/xg96ncfvinx49zztgiwooa6uuqhstdxz>.

The SUA shall review the AAA Grievance Procedure during annual monitoring (this will be requested during the first year of the 4-year area plan cycle and then annually if any changes have been made to the policy and procedure). If grievances are filed, the AAA shall include related documentation as part of the annual monitoring.

AAA PROCEDURE

Per [19 CSR 15-4.210](#) Area Agency Grievance Procedures, each area agency shall establish written grievance procedures that provide the opportunity to appear before the governing body to the following: (A) Individuals who wish to resolve areas of conflict regarding delivery of services; (B) Service provider applicants whose application to provide services is denied; and (C) Service providers whose sub-grant or contract is terminated or not renewed. The procedures must comply with all parts of the regulation.

1.10 Advisory Council

1.10.1 Advisory Council Functions, Including Area Plan Review

POLICY

(Reference: [45 CFR 1321.63\(c\)](#) and [19 CSR 15-4.110](#))

Each AAA shall establish and maintain an advisory council that shall advise the AAA relative to developing and administering the area plan; ensuring the plan is available to older individuals, family caregivers, service providers, and the public; conducting public hearings; representing the interests of older individuals and family caregivers; and reviewing and commenting on policies, programs, and actions which affect older individuals and family caregivers. Each AAA shall submit the area plan and amendment for review and comment to its advisory council before the area plan is transmitted to the SUA for approval.

SUA PROCEDURE

The SUA shall review the functions of each AAA's advisory council, including area plan review during annual monitoring.

AAA PROCEDURE

As part of annual monitoring, each AAA shall submit to the SUA meeting dates, agendas, lists of those present during meetings, minutes, and bylaws for the advisory council during the SFY that is being monitored. AAA policies/procedures related to the advisory council shall be submitted as well.

1.10.2 Advisory Council Composition, Including Conflict of Interest and Background Screening

POLICY

(Reference: [45 CFR 1321.63\(b\)](#) and [45 CFR 1321.63\(d\)](#))

Each advisory council shall be made up of more than 50 percent older individuals, including minority individuals who are participants or who are eligible to participate in programs under this part. Efforts should be made to include individuals identified as in greatest economic need and individuals identified as in greatest social need. Each advisory council shall also include representatives of older individuals, family caregivers, representatives of healthcare provider organizations, representatives of service providers, persons with leadership experience in the private and voluntary sectors, local elected officials, and the public. If available, each advisory council may also include representatives from Indian Tribes, Pueblos, or Tribal aging programs and older relative caregivers. Individuals may not serve on both the advisory council and the board of directors for the same entity.

SUA PROCEDURE

The SUA shall review the composition of each AAA's advisory council as part of annual area plan updates and annual monitoring. During annual monitoring, the SUA shall

- Review the most up-to-date Area Plan from the SFY that is being monitored to determine if the advisory council meets composition requirements.
- Review the most up-to-date Area Plan from the SFY that is being monitored to ensure that no individuals are included as members of the advisory council and the board of directors.
- Review conflict of interest screenings to confirm that if any conflicts of interest were identified, they were removed or remedied. For example, if an advisory council member is a contracted service provider, that member would not vote or provide opinions on topics that may financially benefit the member.
- Review submitted documentation and the AAA's answers to monitoring questions related to advisory council composition, conflict of interest, and background screening.

AAA PROCEDURE

Each AAA shall gather information about the composition of its current advisory council. This information shall be submitted as part of [Area Plan Attachment E](#). The AAA shall ensure that the Area Plan is updated at least annually to indicate any changes to the composition of the advisory council. If the

composition of the advisory council does not meet the requirements in [45 CFR 1321.63\(b\)](#), the AAA shall provide a plan to remedy the deficiencies during annual monitoring. This plan can include documentation of recruitment efforts, a narrative explanation of how the AAA will work to improve the composition of the advisory council, or other explanation/documentation of effort.

Upon joining the Advisory Council, and annually thereafter, each member shall complete an Individual Conflict of Interest Screening. If any conflict is found, the member must complete an Individual Conflict of Interest Identification, Removal or Remedy. If the conflict identified cannot be removed or remedied, the individual should not serve on the Advisory Council. ([See Attachments C and D for examples of an Individual Conflict of Interest Screening and an Individual Conflict of Interest Identification, Removal or Remedy forms.](#))

AAA policies and procedures or advisory council bylaws shall address background screening for members of the AAA advisory council.

1.11 AAA Board of Directors

1.11.1 Board of Directors Functions

POLICY

(Reference: [45 CFR 1321.55\(b\)\(10\)](#) and [19 CSR 15-4.100](#))

Each AAA shall establish and maintain a board of directors as part of a comprehensive and coordinated community-based system. Each board member shall have the respect, capacity, and authority necessary to convene all interested persons, assess needs, design solutions, track overall success, stimulate change, and plan community responses for the present and for the future.

SUA PROCEDURE

The SUA shall review the signed statement of each AAA's board of directors and other documentation submitted by the AAA during annual monitoring.

AAA PROCEDURE

Each AAA shall have each board member sign a statement that includes at least the following: "I have the respect, capacity, and authority necessary to facilitate the AAA in convening all interested persons, assessing needs, designing solutions, tracking overall success, stimulating change, and planning community responses for the present and for the future." ([See Attachment G - Board Member Certification Example.](#)) This statement shall be signed when the board member is elected. As part of annual monitoring, each AAA shall submit to the SUA the signed statements from each board member, meeting dates, agendas, list of those present, minutes, and bylaws for the board of directors during the SFY that is being monitored. If the AAA has policies/procedures related to the board of directors, those shall be submitted as well.

1.11.2 Board of Directors Composition, including Conflict of Interest and Background Screening

POLICY

(Reference: [45 CFR 1321.63\(d\)](#) and [45 CFR 1321.55\(b\)\(10\)](#))

Each AAA shall establish and maintain a board of directors as part of a comprehensive and coordinated community-based system. This board of directors shall be comprised of leaders in the community, including leaders from groups identified as in greatest economic need and greatest social need. Individuals may not serve on both the advisory council and the board of directors for the same entity.

SUA PROCEDURE

The SUA shall review the composition of each AAA's board of directors as part of annual area plan updates and annual monitoring. During annual monitoring, the SUA shall

- Review the most up-to-date Area Plan from the SFY that is being monitored to determine if the AAA met the composition requirement. The majority of board members should be leaders in the

community. At least some of these leaders should be from groups identified as in greatest economic need or greatest social need.

- Review the most up-to-date Area Plan from the SFY that is being monitored to ensure that no individuals are included as members of the advisory council and the board of directors.
- Review conflict of interest screenings to confirm that if any conflicts of interest were identified, they were removed or remedied. For example, if a board of directors' member is a contracted service provider, that member would not vote or provide opinions on topics that may financially benefit the member.
- Review submitted documentation and the AAA's answers to monitoring questions related to board of directors' composition, conflict of interest, and background screening.

AAA PROCEDURE

Each AAA shall gather information about the composition of its current board of directors. This information shall be submitted as part of [Area Plan Attachment F](#). The AAA shall ensure that the Area Plan is updated at least annually to indicate any changes to the composition of the board of directors. If the composition of the board of directors does not meet the requirements in [45 CFR 1321.55\(b\)](#), the AAA shall provide a plan to remedy the deficiencies during annual monitoring. This plan can include documentation of recruitment efforts, a narrative explanation of how the AAA will work to improve the composition of the board of directors, or other explanation/documentation of effort.

Upon joining the board, and annually thereafter, each board member shall complete an Individual Conflict of Interest Screening. If any conflict is found, the board member must complete an Individual Conflict of Interest Identification, Removal or Remedy. If the conflict identified cannot be removed or remedied, the individual should not serve on the Board of Directors. ([See Attachment C and D for examples of an Individual Conflict of Interest Screening and an Individual Conflict of Interest Identification, Removal or Remedy forms.](#))

AAA policies and procedures or board of directors' bylaws shall address background screenings for members of the board of directors.

1.12 Confidentiality and Disclosure of Information POLICY

(Reference: [45 CFR 1321.75](#) and [19 CSR 15-4.300](#))

The SUA and each AAA shall have procedures to protect the confidentiality of information about older adults and family caregivers collected in the conduct of their responsibilities. The procedures shall ensure that no information about an older adult or family caregiver, or obtained from an older adult or family caregiver by a service provider, the SUA, or the AAA, is disclosed by the provider or agency in a form that identifies the person without the informed consent of the person or their legal representative unless the disclosure is required by law or court order, or for program monitoring and evaluation by authorized Federal, State, or local monitoring agencies. No procedures shall require a provider of long-term care ombudsman services to reveal any information that is protected by disclosure provisions in [45 CFR 1324](#), subpart A. No procedures shall require a provider of legal assistance to reveal any information that is protected by attorney-client privilege.

SUA PROCEDURE

The SUA shall follow the DHSS Administrative Policy Manual as it relates to confidentiality and disclosure of information, which can be found at <https://stateofmissouri.box.com/s/wh3c3tcz6r819sedwkyi1s4h5ty6eg5>. These policies and procedures comply with all applicable State and Federal laws for the collection, use, and exchange of personally identifiable information and personal health information. Individual information and records may be shared with other State and local agencies, community-based organizations, and health care providers and payers to provide services.

The SUA shall monitor each AAA annually to ensure that appropriate policies and procedures related to confidentiality and disclosure of information are in place. Before each year's monitoring, the SUA shall provide the AAAs with a list of the required policies and procedures to be monitored.

AAA PROCEDURE

Each AAA shall establish and implement policies and procedures for ensuring the confidentiality of and appropriate disclosure of information about older adults and family caregivers collected in the conduct of the AAA's responsibilities. This includes information collected by the AAA's contracted service providers. Policies and procedures shall include confidentiality and appropriate disclosure for all personally identifiable participant information, including medical diagnoses and other health information.

The AAA shall submit its policies and procedures related to confidentiality and disclosure of information to the SUA as part of annual monitoring.

1.13 Release of Records (i.e., Sunshine Requests)

POLICY

(Reference: [348.263, RSMo](#), [362.1115, RSMo](#), [37.070 RSMo](#), [2 CFR 200.337](#), and [109.180, RSMo](#))

A Sunshine Law request is a request for a specific public record that is in existence at the time of the request. Like other state and local public governmental bodies, the DHSS is subject to Missouri's Open Meetings and Records ("Sunshine") Law.

SUA PROCEDURE

Under the Sunshine Law and other state laws and regulations, DHSS's policy is to carry out its mission with full transparency to the public unless otherwise required by law. State and federal laws and regulations determine what DHSS may provide and whether any information in the records must be redacted or edited to keep protected information confidential. All sunshine requests must go through the Sunshine and Record Request process by entering the requested information into the fillable form at <https://health.mo.gov/about/sunshine-requests.php>.

AAA PROCEDURE

Each AAA shall develop a policy and procedure for release of records. AAAs shall ensure compliance with the Sunshine law, if applicable, and other applicable laws listed above. (Mid-America Regional Council and St. Louis Area Agency on Aging fall under Sunshine laws due to being part of governmental bodies.) AAAs shall work with their legal representatives to determine if they fall under the requirements of the Sunshine Law or not.

1.14 Participant Reprimand for Unruly Behavior

POLICY

(Reference: SUA Specific Policy)

Each AAA and contracted senior center shall have a written client reprimand policy that outlines the steps that the AAA or its center shall take to remedy the situation up to and including revoking the participant's privilege of attending activities in the office or center. However, under no circumstances should a participant be denied services based on sex, religion or religious beliefs, race or color, age, national origin or Status of Citizenship, veteran status, or disability status.

SUA PROCEDURE

Annually, the SUA shall review the AAA policy during monitoring and shall review the documentation for any participants that have been denied entry to the AAA or the senior center and the reasonable efforts made by the AAA to provide information and referrals for the older adult or caregiver to keep them safe and healthy. The documentation for any participants who have been denied entry to the AAA or the senior center, as well as any other information requested by the SUA, shall be provided upon request.

AAA PROCEDURE

Each AAA and contracted senior center must follow its written policy when dealing with a difficult participant. Participants may only be denied entry to the AAA or a senior center if the AAA or center has a written policy allowing them to do so. The AAA shall make all reasonable efforts to provide services

outside of the AAA or Senior Center to ensure that older adult or caregiver receives the information or referrals they need to remain safe and healthy. In severe cases, the AAA may permanently ban an eligible participant from receiving services if their policies and procedures allow. However, the AAA shall make all necessary referrals to help meet as many needs as possible for the participant.

1.15 Training on Abuse, Neglect, and Exploitation

POLICY

(Reference: [Older Americans Act Section 721](#))

The SUA and each AAA shall have policies and procedures which require their staff to take annual training on recognizing Abuse, Neglect, and Exploitation of Adults and how to report suspected abuse to the Adult Abuse Hotline.

SUA PROCEDURE

Each year, SUA staff must take the required Adult Abuse training on the intranet at <https://dhssnet.state.mo.us/training/>. This is paid training that cannot be shared outside of the SUA.

AAA PROCEDURE

Each AAA must require annual training for its staff to be able to recognize abuse, neglect, and exploitation of adults and the process for reporting suspected abuse to the Adult Abuse Hotline. [RSMo 192.2405](#) includes employees of a AAA as mandatory reporters. If a AAA volunteer is a Level 2 or Level 3 Volunteer ([See chart in Policy 1.3.1](#)), the volunteer also needs annual training to be able to recognize abuse, neglect, and exploitation of adults and the process for reporting suspected abuse to the Adult Abuse Hotline.

Data and Reports

1.16 State Program Report (SPR) and Nutrition Services Incentive Program (NSIP) Data (1321.73(b) and 1321.9(b))

POLICY

(Reference: [45 CFR 1321.9](#))

The AAAs shall provide SPR and NSIP data in a timely manner so the SUA can submit the statewide SPR and NSIP data to ACL in accordance with requirements.

SUA PROCEDURE

By November 30 of each year, SUA staff shall compile two-year comparisons of expenditures and cost per unit to be sent to each individual AAA to collect expenditure and cost per unit variance explanations. The SUA shall review all AAA SPR and NSIP data submitted in the Older Americans Act Performance System (OAAPS). Once all SPR and NSIP data have been reviewed and approved, SUA staff shall create the state-level data rollup. SUA staff shall add expenditure information based on the monthly service and expenditure reports (MSERs) that the AAAs submitted during the federal fiscal year (FFY), the funding sources utilized for payment, and validate the statewide level SPR and NSIP data in OAAPS.

The SUA shall generate variances for statewide SPR and NSIP data, enter variance explanations at the statewide level, and mark the variance explanations complete. The SUA shall then submit the statewide SPR and NSIP data in OAAPS for ACL's review.

AAA PROCEDURE

By December 15th of each year, each AAA shall upload, review, verify, and validate SPR and NSIP data in OAAPS. Once SPR and NSIP data has been validated, this shall include reviewing each section for errors and warnings and correcting any errors and warnings, each AAA shall then generate variances for SPR data and NSIP data, enter in variance explanations, and mark explanations as complete. Finally, each AAA shall submit SPR and NSIP data to OAAPS by December 15 of each year for review by SUA staff. This data shall include persons served, demographic information, and units that align with statewide standards based on the requirements in OAAPS.

Before uploading the data in OAAPS, each AAA shall:

- Compare the Annual Report generated in AgingIS, Mon Ami, or any other data system the AAAs are using to track data, to the data from the MSERs the AAA submitted for services in the FFY being reported on.
- Correct any discrepancies in AgingIS or Mon Ami.

Each AAA shall respond to SUA staff's request for expenditure and cost per unit variance explanations within two weeks so the explanations can be compiled and submitted in OAAPS by the SUA.

1.17 Service Data

POLICY

(Reference: [45 CFR 1321.9](#))

The AAAs shall ensure that service providers maintain documentation supporting services delivered. Each AAA shall input data into AgingIS, Mon Ami, or any other system the AAAs are using to track data, in accordance with statewide naming conventions and service definitions. These naming conventions and service definitions shall be in alignment with the requirements for the SPR.

SUA PROCEDURE

During annual monitoring, the SUA shall compare the information submitted into AgingIS, Mon Ami, or any other database the AAA is using to ensure that the units entered match the units reported on the Monthly Service and Expenditure Report (MSER).

AAA PROCEDURE

The AAA shall ensure that staff correctly enter information into the AAAs data system in alignment with the statewide naming conventions and service definitions. The AAA shall ensure that the information submitted to the SUA on the MSER for payment matches what is in the AAA data system before submitting the MSER.

Fiscal Related Administration

1.18 Internal Controls

POLICY

(Reference: [2 CFR 200.303](#))

The non-Federal entity must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should comply with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

SUA PROCEDURE

The SUA shall follow the DHSS Internal Control Plan, which can be found in the [Internal Control Policy.pdf](#).

The SUA shall review the AAA's Internal Control Policy and Procedure as part of annual programmatic monitoring. The SUA shall review monitoring documents demonstrating that each AAA monitors its contracted service providers for internal controls.

AAA PROCEDURE

Each AAA shall have an internal control policy and procedure in accordance with [2 CFR 200.303](#) and submit the policy and procedure for review as part of annual programmatic monitoring.

Each AAA shall require any contracted service providers to have an internal control policy and procedure in accordance with [2 CFR 200.303](#). Each AAA shall review the internal control policy and procedure for all contracted service providers as part of annual programmatic monitoring.

1.19 Cost Sharing

POLICY

(Reference: [45 CFR 1321.9\(a\)\(xi\)](#))

The State of Missouri **does not allow** cost sharing for any OAA Funding or general revenue funded programs or services.

SUA PROCEDURE

The SUA will deny any request to allow cost-sharing and will annually monitor to ensure that the AAAs and their service providers are not asking participants to pay for any service.

AAA PROCEDURE

The AAA shall not use means testing or require participants to contribute to the cost of the programs or services they are receiving.

1.20 Incentives with OAA Funding

(Reference: [Use of Incentives for Older American Act Grantees for Title III-C Senior Nutrition Programs](#) and [FAQ on Use of Older Americans Act Funding for Incentives](#))

Gift items, giveaways, and prizes may be used in limited circumstances to meet the programmatic goals of the OAA. If an AAA chooses to implement an incentive program:

- A. All costs of the incentive program must meet Federal Cost Principles when purchased with OAA funds (i.e., costs are reasonable, allowable, and allocable).
- B. The program must adhere to all Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards found at and other applicable federal laws and regulations.
- C. State, local, and tribal policies, procedures, and requirements may be more restrictive than OAA and other federal laws, regulations and policies, and these state and local restrictions must be adhered to.
- D. Consideration should be given to purpose of the incentive, how it shall be used effectively, sustainability, evaluation, and equity.

POLICY

Missouri SUA shall allow the use of incentives in some circumstances, with prior SUA approval. The incentives cannot be cash. Gift cards may be used in instances where the participant cannot potentially purchase liquor or alcohol (gas station and grocery store type cards would not be allowed) as these are not allowable costs with federal funds. For a AAA to implement an incentive program of any kind using OAA funds, prior written approval from the Chief of the Bureau of Senior Programs and the DSOS Director must be obtained. These incentives are meant to be used for a limited time or project and not for normal recreational activities such as bingo prizes.

SUA PROCEDURE

The Bureau Chief shall review the request. If all the information is included and the proposal is reasonable, allowable, and allocable, the request shall be forwarded to the DSOS Director for review and approval.

AAA PROCEDURE

AAAs wishing to implement an incentive program using OAA funds must submit a request to the Chief of the Bureau of Senior Programs with the following information completed:

- A. Proposed Incentive (i.e., what incentive shall be provided?)
- B. Justification (i.e., what is the purpose for the incentive and what is the specific reason for selecting this incentive? What evidence indicates that an incentive is needed, and what evidence suggests that the selected incentive shall be effective at achieving the desired result?)
- C. Anticipated gains (i.e., explain how providing such an incentive shall defray societal costs or have a positive return on investment, for example, by increasing overall participation. Additionally, describe potential unintended negative consequences and how those are outweighed by the benefits)
- D. Defined amount (e.g., cost per person and total allocated funding for the recipient incentives)

- E. Qualifications for issuance (i.e., what makes a person eligible for the incentive? Does it consider issues related to equity in your community?)
- F. Method of issuance and tracking [i.e., how shall the incentive be delivered? Does the proposed plan and implementation align with any relevant policies and procedures governing your organization (e.g., procurement, ethics, etc.)? How shall the budget and supply be tracked?]
- G. Method of evaluation (i.e., how shall the incentive plan be evaluated for effectiveness?)

1.21 Program Income

POLICY

(Reference: [45 CFR 1321.9\(xii\)](#) and [19 CSR 15-4.170\(10\)](#))

MISSOURI DEFINITION OF PROGRAM INCOME

[45 CFR 1321.3](#) defines program income as “gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as otherwise provided under Federal grantmaking authorities. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees, and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also 35 U.S.C. 200-212 (which applies to inventions made under Federal awards).” In Missouri, since state funds are required to meet the same criteria and are comingled with federal funds, all general revenue and Social Service Block Grant funding received by the AAAs for OAA Services have the same requirements as federal OAA funds. ***For questions about whether something is or is not program income, contact the SUA by email at MoStatePlanOnAging@health.mo.gov.***

SUA PROCEDURE

During annual monitoring, the SUA will review program income to ensure that the AAA has correctly collected and applied program income as required in these policies and procedures. This includes program income received directly by the AAA or program income received by contacted service providers.

For AAA contacted service providers, the SUA will review the AAAs monitoring of the provider to ensure that they are also ensuring the provider is collecting and applying program income correctly.

AAA PROCEDURE

AAA shall ensure that program income is being collected and applied according to these policies and procedures. When the AAA collects program income directly, they shall ensure correct application of the funds back into the program. When the AAA’s contractor collects program income the AAA shall ensure through fiscal review and monitoring that the contractor is collecting and applying program income according to these policies and procedures.

1.21.1 Determining Program Income Versus Non-Program Income

The easiest way to determine if something is program income is to determine if the income was earned due to the federal or state awards (anything received through the allotment table would qualify, while funds like the Senior Services Growth and Development funding do not apply). Examples of Program Income include, but are not limited to:

- OAA participant monetary contributions or donations
 - Monetary donations or SNAP benefits given by an OAA participant, regardless of what the non-federal entity calls it. This includes contributions larger than the cost of the services the participant receives. (For example, a participant may receive 10 meals a month at an actual cost to the center of \$100. The participant decides to donate \$150 even though it is more than the actual cost of the services they received. All these donations must be counted as a contribution and must be included in the program income.)

- Fees received from services performed using federal or state dollars.
 - The income from meals created using any state or local funds and “sold” to ineligible persons under OAA.
 - The income from fundraisers that were funded using state or federal funds.
- Fees for the use of facilities acquired with federal or state funds.
 - Funds received for renting out facilities, equipment, etc., that were purchased utilizing federal or state funds.
- Fees received from selling commodities or items fabricated utilizing Federal or state funds.
 - Funds received for selling items developed with federal or state funds, such as meals, end-of-life planning books/documents, etc.

1.21.2 What Is Not Program Income:

- Rebates, credits, discounts, and interest earned on any of them.
- Contributions or donations made by a non-OAA participant.
 - This could include memorials (regardless of whether or not the person was a former recipient of OAA Services.)
 - This could also include donations from any individual who is not a recipient of OAA Services.
- Community business donations to the AAA or center
 - For example, if a local business adopts the AAA or center, provides funds for a fundraiser, sponsors a set number of meals, etc.
- Income earned from non-OAA Program federal or state funds.
 - This could be from contributions, donations, service fees, etc. from programs or services funded by other funding sources (county tax levies, other contracts, other grants, etc.)

1.21.3 Other Types of Donations That Should Be Counted by the Non-Federal Entity

OAA participant non-monetary donations (such as a participant donating tables, chairs, tablecloths, etc.) would be counted as in-kind contributions and could be used to meet your match requirement.

1.21.4 How Program Income Must Be Utilized

Per [45 CFR 1321.9\(c\)\(2\)\(xii\)\(C\)](#) and [45 CFR 75.307\(e\)\(2\)](#), program income is subject to the requirements in [2 CFR 200.307](#) and [45 CFR 75.307](#) and as follows: (A) Voluntary contributions and cost-sharing payments are considered program income; (B) Program income collected must be used to expand a service funded under the Title III grant award pursuant to which the income was originally collected; (C) The SUA must use the addition alternative as set forth in [2 CFR 200.307\(e\)\(2\)](#) and [45 CFR 75.307\(e\)\(2\)](#) when reporting program income, and prior approval of the addition alternative from the ASA is not required; (D) Program income must be expended or disbursed prior to requesting additional Federal funds; and (E) Program income may not be used to match grant awards funded by the OAA without prior approval. Thus, the non-federal entity (AAA or center) must deduct the program income from the amount to be billed to the state for reimbursement when submitting monthly invoices.

For the AAAs and centers to appropriately account for program income, AAAs and centers should consider the anticipated amount of program income each year as part of the overall award (federal and state funds combined with the program income anticipated) when determining the number of services that can be provided in its PSAs. Program income must be used for the purposes and under the conditions of the federal and state awards.

SUA PROCEDURE

The SUA shall review and approve the program income policy and procedure before the AAA begins using the updated program income policy and procedure. The SUA shall monitor the AAA annually to ensure that policy and procedure are being reviewed during annual monitoring with its direct centers and

contracted service providers. The AAA shall annually certify that they are following the policy and procedure at the AAA level and shall demonstrate to the SUA during monitoring how the policy is being implemented.

AAA PROCEDURE

Each AAA and any of its direct centers or contracted service providers shall have a written policy and procedure that addresses program income generated using OAA funds. The policy and procedure must ensure that program income is used to expand services in the program from which it was earned and that it is used before federal funding. Each AAA shall ensure during its annual monitoring that these policies and procedures are in place and include the required information above.

1.22 Voluntary Contributions

POLICY

(Reference: [45 CFR 1321.9\(c\)\(2\)\(x\)](#) and [19 CSR 15-7.010](#))

The SUA and each AAA shall have a written policy and procedure for themselves and a written policy and procedure for each of its direct centers and contracted service providers. The written policy and procedure shall address contributions for all services fully or partially funded by OAA federal or state funds. The policy and procedure must address the following:

- (A) Suggested contribution levels. The suggested contribution levels shall be based on the actual cost of services determined using the AAA Meal Cost Model.
- (B) Individuals are encouraged to contribute. Voluntary contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the Federal poverty level (FPL). Assets, savings, or other property owned by an older individual or family caregiver may not be considered when seeking voluntary contributions from any older individual or family caregiver.
- (C) Solicitation. The method of solicitation must be noncoercive, and the solicitation (1) Must meet all the requirements of this provision and (2) Be conducted in such a manner as not to cause a service recipient to feel intimidated or otherwise feel pressured into contributing.
- (D) Provisions to all service recipients. All recipients of services shall be provided: (1) An opportunity to voluntarily contribute to the cost of the service; (2) Clear information, including information in alternative formats and in languages other than English in compliance with Federal civil rights laws, explaining there is no obligation to contribute, and the contribution is voluntary; (3) Protection of privacy and confidentiality of each recipient with respect to the recipient's income and contribution or lack of contribution.
- (E) Prohibition on means testing. Means testing, as defined in [45 CFR 1321.3](#), is prohibited.
- (F) Prohibition on denial of services. Services shall not be denied because the older individual or family caregiver cannot voluntarily contribute.
- (G) Procedures to be established. Appropriate procedures to safeguard and account for all contributions are established; and
- (H) Collection of program income. Amounts collected are considered program income and are subject to the requirements in [2 CFR 200.307](#) and in [45 CFR 1321.9\(c\)\(2\)\(xii\)](#).

All contribution policies and procedures must be in accordance with [19 CSR 15-7.010\(15\)](#) and [OAA Section 315\(b\)](#). Contributions for OAA-funded services must meet the definition of program income ([2 CFR 200.1](#)). The use of contributions for OAA-funded services must be in accordance with [2 CFR 200.305\(5\)](#) and [2 CFR 200.307](#). **For questions about whether a contribution was for an OAA-funded service, contact the SUA by email at MoStatePlanOnAging@health.mo.gov.**

SUA PROCEDURE

Annually, the SUA shall monitor the AAAs to ensure that they are following the contributions policy for itself and its direct centers. The SUA shall monitor the AAAs' monitoring of contracted centers and service providers to ensure they are appropriately monitoring its contributions and are providing appropriate technical assistance, as needed. The SUA shall provide technical assistance and training to the AAAs, as needed.

AAA PROCEDURE

Contracted Service Provider – Service Provider Collects Contributions

The contracted service provider shall submit its policy and procedure that addresses contributions to the AAA at the beginning of a contract cycle and before any changes to the policy and procedure are implemented. The AAA shall review and approve the contribution policy and procedure before the contracted service provider begins providing services. The AAA shall verify during annual monitoring that the contracted service provider is following its submitted policy and procedure.

Contracted Service Provider – AAA Collects Contributions

If the contracted service provider has a policy and procedure stating that all contributions shall be sent to the AAA, the contracted service provider shall follow the Contracted Service Provider – Service Provider Collects Contributions Procedure and the AAA shall follow the Services Provided Directly by the AAA Procedure.

Services Provided Directly by the AAA

The SUA shall review and approve the contribution policy and procedure before the AAA begins using the updated policy and procedure. The SUA shall monitor the AAA annually to ensure that policy and procedure are being reviewed during annual monitoring with the AAA's direct centers and contracted service providers. The AAA shall annually certify that it is following the policy and procedure at the AAA level and shall demonstrate to the SUA during monitoring how the policy is being implemented.

1.23 Private Pay Programs

POLICY

(Reference: [45 CFR 1321.9\(xiii\)](#))

AAAs may provide private pay programs in its PSA if the AAA includes the program in its Area Plan and indicates on the form that the program is a private pay program. The AAA must also follow the requirements in this manual regarding receiving SUA approval prior to entering into any contract or commercial relationship.

SUA PROCEDURE

The SUA shall review the Area Plan annually and shall approve or deny the program based on the AAAs policies and procedures, whether the AAA has followed the Contracts and Commercial relationships policy and procedure outlined below, and the AAA's description of the program and how it relates to the mission of the AAA.

AAA PROCEDURE

The AAA shall have policies and procedures governing any private pay program which have been approved by the SUA. These policies and procedures must address, at a minimum, the following: (1) Promote equity, fairness, inclusion, and adherence to the requirements of the OAA, including: (i) Meeting conflict of interest requirements; (ii) Meeting financial accountability requirements; (iii) Prohibiting use of funds for direct services under Title III to support provision of service via private pay programs, except as a part of routine information and assistance or case management referrals; and (2) Require that persons who receive information about private pay programs and who are eligible for services provided with Title III funds in the PSA be made aware of Title III-funded and any similar voluntary contributions-based service options, even if there is a waiting list for those services, on an initial and periodic basis to allow individuals to determine whether they shall select voluntary contributions-based services or private pay programs.

1.24 Contracts and Commercial Relationships

POLICY

(Reference: [45 CFR 1321.9\(xiv\)](#) and [19 CSR 15-4.200](#))

AAAs may enter into contracts and commercial relationships, subject to State and area agency policies and procedures and guidance as set forth by the ASA, including through: (1) Contracts with health care payers; (2) Private pay programs; or (3) Other arrangements with entities or individuals that increase the availability of HCBS and supports.

The SUA has chosen to preapprove all current contracts the AAAs have included in their Area Plans for providing services under OAA Funding (or other state funding that is provided through the allotment table), contracts for rent/leases, janitorial or supplies, or contracts for regular maintenance of equipment or buildings.

Additionally, the following contracts will be preapproved: Medicaid Reassessments between the DSDS and AAAs, Give 5 contracts between the AAAs and ma4, MEHTAP contracts with MoDOT, Veterans Directed Care contracts with the Veterans Administration, contracts between the AAAs and ACL (Senior Medicare Patrol, MIPPA, CLAIM), contracts between ma4 and the AAAs, contracts between Senior Tax Levies and AAAs, contracts for meals or food to be served at centers or home delivered meals, and any contract that is under \$50,000 in total funding. A random sample of these contracts will be selected for review by the SUA during annual monitoring.

Contracts not included above shall be submitted to the SUA for review using the procedures below.

Per [45 CFR 1321.55\(d\)](#), The AAA may not engage in any activity which is inconsistent with its statutory mission prescribed in the OAA or policies provided in this manual.

SUA PROCEDURE

The SUA shall review AAA requests to enter into Contracts and Commercial relationships within fifteen business days of submission by the AAA to the SUA. The SUA shall approve or deny the request based on the AAAs policies and procedures, whether the AAA has followed the SUA policies and procedures, and the answers to the Contracts and Commercial Relationships checklist submission by the AAA. The SUA may deny the AAA entering into contracts if the following circumstances apply; however, the AAA shall be given the opportunity to tell the SUA how the items below shall not affect the work of the AAA in providing services to those with the Greatest Social or Economic Need or those At Risk for Institutional Placement:

- The AAA is on high risk and the SUA does not feel that the AAA has the capacity to take on additional responsibilities.
- The AAA has limited staff available, and the SUA does not feel that the AAA has the capacity to take on additional responsibilities.
- The SUA determines that the statement of work is outside the mission and vision of the OAA, the Area Plan, or the AAAs Vision and Mission.
- The contract amount is more than 10% of the proposed overall budget for the AAA.
- The AAA has not completed and uploaded the Conflict of Interest or the AAA Contracts and Commercial Relationships Checklist.
- The AAA or SUA has identified a conflict of interest that cannot be remedied or removed.
- The AAA has not put the proposed contracted program or service out for public comment for a minimum of 30 days. (If outside of the normal AAA Area Plan submission cycle.)
- The SUA finds the proposed contractor or grantor to not be in good standing with the Secretary of State.
- Other issues that may be identified during the contract review process.

AAA PROCEDURE

The AAA shall have policies and procedures governing Contracts and Commercial Relationships, which have been approved by the SUA. These policies and procedures must address, at a minimum, the following:

- (1) Promotion of fairness, inclusion, and adherence to the requirements of the OAA, including: (i) Meeting conflict of interest requirements; and (ii) Meeting financial accountability requirements.
- (2) With the approval of the State area agency, allow use of funds for direct services under Title III to support provision of service via contracts and commercial relationships when: (i) All requirements for direct services provision are maintained, as set forth in this part and the OAA, or (ii) In compliance with the requirements of the OAA, as set forth in section 212 ([42 U.S.C. 3020c](#)), and all other applicable Federal requirements.

- (3) The AAA must receive approval from its board of directors, advisory council, and have put the issue out for public comment prior to entering into the agreement.

All following items must be uploaded to box.com in the appropriate AAA folder within the [Contracts and Commercial Relationships Folder](#) in Box.com. The AAA must submit a copy of the Contract or agreement (MOU, etc.) for SUA consideration prior to entering into the contract or agreement. In addition, the AAA must submit a complete Conflict of Interest form and a completed copy of the [Attachment H - Contracts and Commercial Relationships Checklist](#).

1.25 Buildings, alterations or renovations, maintenance, and equipment POLICY

(Reference: [45 CFR 1321.9\(xv\)](#) and [19 CSR 15-4.230](#))

Buildings and equipment, where costs incurred for altering or renovating, utilities, insurance, security, necessary maintenance, janitorial services, repair, and upkeep (including Federal property unless otherwise provided for) to keep buildings and equipment in an efficient operating condition, including acquisition and replacement of equipment, may be an allowable use of funds as long as the funds are used in accordance with [45 CFR 1321.9](#). For this policy and procedure, renovations shall be those major changes to buildings that require city/county code approval while maintenance involves normal upkeep of buildings such as replacing flooring, painting, plumbing, electrical, HVAC type work to keep the building functioning normally.

SUA PROCEDURE

The SUA shall review the AAA policy and procedure to determine that it meets the requirements below. The SUA shall review any purchases subject to this policy during annual monitoring to ensure that the AAA followed its approved policy.

AAA PROCEDURE

The AAA must have policies and procedures which include, at a minimum, the following:

- (A) Costs are only allowable to the extent not payable by third parties through rental or other agreements.
- (B) Costs must be allocated proportionally to the benefiting grant program.
- (C) Construction and acquisition activities are only allowable for multipurpose senior centers. In addition to complying with the requirements of the OAA, as set forth in section 312 ([42 U.S.C. 3030b](#)), as well as with all other applicable Federal laws, the grantee or subrecipient as applicable must file a Notice of Federal Interest in the appropriate official records of the jurisdiction where the property is located at the time of acquisition or prior to commencement of construction, as applicable. The Notice of Federal Interest must indicate that the acquisition or construction, as applicable, has been funded with an award under Title III of the OAA, that the requirements set forth in section 312 of the OAA ([42 U.S.C. 3030b](#)) apply to the property, and that inquiries regarding the Federal Government's interest in the property should be directed in writing to the ASA; ([See Attachment I for a blank and completed Example of the Notice of Federal Interest which will need to be filed in the county Recorder of Deeds.](#))
- (D) Altering and renovating activities are allowable for facilities providing direct services with funds provided as set forth in [45 CFR Sections 1321.85, 1321.87, 1321.89, and 1321.91](#) subject to Federal grant requirements under [2 CFR part 200](#) and [45 CFR part 75](#).
- (E) Altering and renovating activities are allowable for facilities used to conduct area plan administration activities with funds provided as set forth in paragraph (c)(2)(iv)(B) of [45 CFR 1321.9](#), subject to Federal grant requirements under [2 CFR part 200](#) and [45 CFR part 75](#).

1.26 Property Management Standards for Purchases over \$5,000 POLICY

(Reference: [45 CFR 75.439](#) and [2 CFR 200.439](#))

The SUA and AAA shall submit a waiver for prior approval for purchasing equipment or capital investments for purchases of \$5,000 or more.

SUA PROCEDURE

If the SUA wishes to purchase equipment or capital expenditures in an amount of \$5,000 or more, the SUA must submit a request for prior approval to the Administration for Community Living (ACL) Regional Administrator (RA). The request must be emailed to the RA and contain the following information:

1. Grantee organization
2. Grantee contact name/email
3. The Grant number the purchase shall be made from, or multiples and the breakout.
4. Two to three bids from vendors for the equipment you are requesting, and which bid you are choosing.
 - a. If you cannot obtain 2-3 bids from prospective vendors, describe why.
5. Describe the intended use of the equipment, how it shall benefit the program.
6. Identify what percent of the total cost of the equipment shall be paid for with Title III funds.
 - a. For example, if the total cost is \$10,000, and Title III shall pay for \$5,000, it's 50%.
7. Identify the estimated percentage of time the equipment shall be used by the Title III program/s.
8. Identify if the equipment can be purchased with other funding than federal grant funds.
9. If applicable, include a lease / purchase comparison alternative, and identify the most economical and practical procurement.

In addition, the SUA must follow [45 CFR 75.320](#) regarding the use, management and disposition of all items purchased under this request.

AAA PROCEDURE

The AAA shall complete the [Waiver to Expend more than \\$5,000 on Equipment or Capital Expenditures form in the Area Plan](#) and submit it to the SUA for prior approval of purchase with a total purchase price of \$5,000 or more when using funding received from the SUA through the allotment table. In addition, the AAA must follow 45 CFR 75.320 regarding the use, management and disposition of all items purchased under this request.

- A. AAA shall follow all policies outlined in the [45 CFR 75](#).
- B. The AAA shall follow all policies outlined in the Federal Register Office of Management and Budget (OMB) Uniform Guidance [2 CFR Part 200](#).
- C. AAA staff shall utilize documentation to maintain a physical inventory of equipment purchased with Title III funds in compliance with Federal regulations. The AAA may choose to use a hard copy or a computer-generated version of the inventory, however, the computer-generated format must include all the information pertinent to the AAAs reporting requirements.

1.27 Supplement, Not Supplant

POLICY

(Reference: [45 CFR 1321.9\(xvi\)](#))

To ensure funds awarded under the OAA are used to provide services that are in addition to the regular services normally provided for Long-Term Care Ombudsman and Elder Rights services, funds must be used to supplement, not supplant existing Federal, State, and local funds to support those activities. In addition, voluntary contributions must be used to expand services for which the contributions were received.

SUA PROCEDURE

To ensure funds are used to provide services that are in addition to the regular services normally provided for Long-Term Care Ombudsman and Elder Rights services, the SUA must ensure funds are used to supplement, not supplant existing Federal, State, and local funds to support those activities. In addition, the SUA must ensure voluntary contributions are used by the AAA to expand services for which the contributions were received.

AAA PROCEDURE

To ensure funds are used to provide services that are in addition to the regular services normally provided for Long-Term Care Ombudsman and Elder Rights services, the AAA must ensure funds are

used to supplement, not supplant existing Federal, State, and local funds to support those activities. In addition, the AAA must ensure voluntary contributions are used by the AAA to expand services for which the contributions were received. Possible evidence may include agency budgets, and back-up documentation demonstrating funding is supplementing existing Federal, State, and local funds.

1.28 Fixed Amount Subaward

POLICY

(Reference: [45 CFR 1321.9\(c\)\(2\)\(xix\)](#) and [2 CFR 200.333](#))

The AAA shall follow all applicable Federal and State standards in awarding sub grants and contracts. Fixed amount subawards up to the simplified acquisition threshold are allowed. For a definition of "simplified acquisition threshold" see [2 CFR 200.1](#) and [45 CFR 75.2](#). ACL shall provide technical assistance, as needed, regarding [45 CFR 1321.9\(c\)\(2\)\(xix\)](#). Contracting procedures, including fixed amount subawards, shall incorporate free and open competition as intended by the OAA.

SUA PROCEDURE

The SUA shall follow DHSS Procurement Policy and Procedure 1.1 and 1.1A which can be found at <https://stateofmissouri.box.com/s/xq96ncfvinx49zztqiwooa6uuqhstdxz>.

AAA PROCEDURE

1. AAA shall maintain a file of all current contracts with service-providing agencies or organizations. These files shall be made available for monitoring and assessment by the department.
2. A contract or agreement between an AAA and a provider of a specific service in the Planning and services area shall not restrict the AAA from contracting with other provider(s) of similar services.
3. Ensure that subgrantees are aware of requirements imposed upon them by Federal statutes and regulations.

1.29 Advance Payment

POLICY

(Reference: [45 CFR 1321.9\(xviii\)](#) and [2 CFR 200.305](#))

DHSS allows for one Advance Payment per AAA at the beginning of the SFY. In rare cases, one additional advance payment could be made based on the documented need by the AAA and the available funds at the SUA to make the advance payment.

SUA PROCEDURE

Prior to the beginning of the SFY, SUA fiscal staff shall send an email with instructions for requesting an advance payment request, for those agencies who feel an advance payment is necessary.

AAA PROCEDURE

Upon receiving instructions, the AAA shall complete the form for an advance payment. The advance payment may not exceed 1/12 budgeted current year resources, plus 1/12 budgeted carryover at DHSS as approved in the initial Projected Funding Summary in the approved Area Plan.

1.30 Intrastate Funding Formula (IFF)

POLICY

(Reference: [45 CFR 1321.9](#) and [19 CSR 15-4.050](#))

Distribution of Title III funds via the intrastate funding formula (IFF) or funds distribution plan and of NSIP funds as set forth in [45 CFR Sections 1321.49 or 1321.51](#) shall be maintained by the SUA where funds must be promptly disbursed. The SUA shall develop and maintain the IFF for distribution of Title III and certain state level funds, and a funds distribution plan for NSIP and other state level funds. This funding formula shall be included in the most recently ACL approved State Plan on Aging.

SUA PROCEDURE

The SUA shall maintain the IFF and funds distribution plans for funding distributed to the AAA network. The data factors used to calculate the IFF shall be updated at least bi-annually, or as data becomes available. All other funds distribution plan(s) shall be updated as data is finalized.

AAA PROCEDURE

N/A

1.31 Non-Federal Share (Match)

POLICY

(Reference: [45 CFR 1321.9](#) and [19 CSR 15-4.170](#))

The SUA shall maintain statewide match requirements. Statewide match requirements include:

- A. The match may be made by State and/or local public sources except as set forth in paragraph (c)(2)(ii)(C) of this section.
- B. Non-Federal shared costs or match funds and all contributions, including cash and third-party in-kind contributions must be accepted if the funds meet the specified criteria for match. A SUA may not require only cash as a match requirement.
- C. State or local public resources used to fund a program which uses a means test shall not be used to meet the match.
- D. Proceeds from fundraising activities may be used to meet the match if no Federal funds were used in the fundraising activity. Fundraising activities are unallowable costs without prior written approval, as set forth in 2 CFR 200.442.
- E. A SUA may use State and local funds expended for a non-Title III funded program to meet the match requirement for Title III expenditures when the non-Title III funded program:
 - (1) Is directly administered by the State or area agency.
 - (2) Does not conflict with requirements of the OAA.
 - (3) Is used to match only the Title III program and not any other Federal program; and
 - (4) Includes procedures to track and account expenditures used as match for a Title III program or service.
- F. Match requirements for area agencies are determined by the SUA.
- G. Match requirements for direct service providers are determined by the State and/or area agency.
- H. A State or area agency may determine a match in excess of required amounts.
- I. Other Federal funds may not be used to meet required match unless there is specific statutory authority.
- J. The required statewide match for grants awarded under Title III of the OAA is as follows:
 - (1) Administration. Federal funding for State, Territory, and area plan administration may not account for more than 75 percent of the total funding expended and requires a 25 percent match. As set forth in [2 CFR 200.306\(c\)](#), prior written approval is hereby granted for unrecovered indirect costs to be used as match.
 - (2) Supportive services and nutrition services.
 - (i) Federal funding for services funded under supportive services as set forth in [45 CFR 1321.85](#), less the portion of funds used for the Ombudsman program, may not account for more than 85 percent of the total funding expended, and requires a 15 percent match;
 - (ii) Federal funding for services funded under nutrition services as set forth in [45 CFR 1321.87](#), less funds provided under the NSIP, may not account for more than 85 percent of the total funding expended, and requires a 15 percent match;
 - (iii) One-third (1/3) of the 15 percent match must be met from State resources, and the remaining two-thirds (2/3) match may be met by State or local resources.
 - (iv) The match for supportive services and nutrition services may be pooled.
 - (3) Family caregiver support services. The Federal funding for services funded under family caregiver support services as set forth in [45 CFR 1321.91](#) may not account for more than 75 percent of the total dollars expended and requires a 25 percent match.
 - (4) Services not requiring match. Services for which no match is required include:
 - (i) Evidence-based disease prevention and health promotion services as set forth in [45 CFR 1321.89](#);

- (ii) The NSIP; and
- (iii) The portion of funds from supportive services used for the Ombudsman program.

SUA PROCEDURE

The SUA shall ensure the match for Title III State Plan Administration funds expended is met. In addition, the SUA shall ensure one-third of the 15 percent match required for Title III Supportive and Nutrition services is properly documented and reported. The SUA shall also ensure through the monitoring and auditing process each AAA has documented and reported the required non-federal share matching funds for Title III services.

AAA PROCEDURE

The AAA shall meet non-federal share matching requirements as set forth in the OAA. The amount of match for federal funds shall be reported on the MSERs submitted to SUA fiscal. At the end of the SFY, the amounts reported on the MSERs shall reconcile to the AAA's audited financial statements. The non-federal share, or required match, can be met through other non-federal cash sources not being used to match other federal funding or In-Kind contributions. The match requirements for the AAAs are as follows:

- Title III funding used for Administration shall have a 25 percent match requirement.
- Title III funding used for Supportive Services, Congregate Meals and Home Delivered Meals shall have a 15 percent match requirement, of which, the AAA shall be required to meet two-thirds of the 15 percent. The match for these services may be pooled.
- Title III funding used for Family Caregiver Services shall have a 25 percent match requirement.

1.32 Transfers

POLICY

(Reference: [45 CFR 1321.9](#) and [19 CSR 15-4.170](#))

Transfer of service allotments elected by the SUA which must meet the following requirements:

- (A) A SUA must provide notification of the transfer amounts elected pursuant to guidance as set forth by the ASA.
- (B) A SUA shall not delegate to an AAA or any other entity the authority to make a transfer.
- (C) A SUA may only elect to transfer between the Title III, part B Supportive Services and Senior Centers, part C-1 Congregate Nutrition Services, and part C-2 Home-Delivered Nutrition Services grant awards.
 - (1) The SUA may elect to transfer up to 40 percent between the Title III, part C-1 and part C-2 grant awards, per section 308(b)(4)(A) of the OAA ([42 U.S.C. 3028\(b\)\(4\)\(A\)](#));
 - (i) The SUA must request and receive approval of a waiver from the ASA to exceed the 40 percent transfer limit.
 - (ii) The SUA may request a waiver up to an additional 10 percent between the Title III part C-1 and part C-2 grant awards, per section 308(b)(4)(B) of the OAA ([42 U.S.C. 3028\(b\)\(4\)\(B\)](#)).
 - (2) The SUA may elect to transfer up to 30 percent between Title III, parts B and C, per section 308(b)(5)(A) of the OAA ([42 U.S.C. 3028\(b\)\(5\)\(A\)](#)); and
 - (i) The SUA must request and receive approval of a waiver from the ASA to exceed the 30 percent limitation between parts B and C, per section 316(b)(4) of the OAA ([42 U.S.C. 3030c-3\(b\)\(4\)](#));
- (D) Percentages subject to transfer are calculated based on the total original Title III award allotted.
- (E) Transfer limitations apply to the SUA in aggregate.
- (F) State agencies, in consultation with area agencies, shall:
 - (1) Ensure the process used by the State agencies in transferring funds under this section (including requirements relating to the authority and timing of such transfers) is simplified and clarified to reduce administrative barriers; and
 - (2) With respect to transfers between parts C-1 and C-2, direct limited resources to the greatest nutrition service needs at the community level; and
- (G) State agencies do not have to apply equal limitations on transfers to each AAA.

The SUA shall provide the statewide transfer amounts to ACL between Title III, part B Supportive Services and Senior Centers, part C-1 Congregate Nutrition Services and part C-2 Home-Delivered Nutrition Services awards to ACL.

SUA PROCEDURE

The SUA shall compile transfer amounts based on the AAA budgets submitted in the area plans to determine the statewide transfers between Title III, part B Supportive Services and Senior Centers, part C-1 Congregate Nutrition Services and part C-2 Home-Delivered Nutrition Services awards. The SUA shall ensure the transfers comply with the following parameters:

- The SUA may elect to transfer up to 40 percent between Title III, part C-1 and part C-2 grant awards.
 - If needed, the SUA may request a waiver to receive up to an additional 10 percent between parts C-1 and C-2.
- The SUA may elect to transfer up to 30 percent between Title III, parts B and C grant awards.
 - If needed, the SUA may request a waiver to exceed the 30 percent limitation between parts B and B.

The SUA shall communicate the transfer amounts to the AAA via revised allotment table(s) and contract amendment(s).

AAA PROCEDURE

The AAA shall submit budgets within its area plan documents showing the amount of total DHSS funding needed to support annual services and programs. Transfer requests for AAA transfers shall be requested in writing to the fiscal lead at DSDS.

1.33 State and Area Plan Administration

POLICY

(Reference: [45 CFR 1321.9](#))

The SUA shall determine the maximum Title III administration allocation requirements allowed.

SUA PROCEDURE

The SUA shall set aside five percent of the total Title III awards for State Plan Administration functions. The five percent allowance shall be applied to all parts of the Title III awards. The SUA shall also determine the maximum amount of total Title III funding which can be used for Area Plan Administration, which shall not exceed ten percent of the Title III funding remaining after deducting the State Plan Administration from the Title III award.

AAA PROCEDURE

The AAA shall submit budgets within the area plan documents showing the amount of total DHSS funding needed for Area Plan Administration, which shall not exceed the maximum amount of administration available from Title III and General Revenue funding sources.

1.34 Minimum Adequate Proportion

POLICY

(Reference: [45 CFR 1321.9](#) and [Missouri State Plan on Aging](#))

The SUA shall meet expectations for the minimum adequate proportion of funds expended by each AAA and SUA to provide the categories of services of access services, in-home supportive services, and legal assistance, as identified in the approved State plan as set forth in [45 CFR 1321.27\(i\)](#). The SUA shall determine the minimum adequate proportion of Title III-B funding required by each AAA for access services, in-home supportive services, and legal services in coordination with the AAAs and other aging network stakeholders during the development of the State Plan on Aging.

SUA PROCEDURE

The SUA shall determine the minimum adequate proportion of Title III-B funding to be required of each AAA for access services, in-home supportive services, and legal services in coordination with the AAAs

and other aging network stakeholders during the development of the State Plan on Aging and set these proportions in the State Plan. These amounts shall be communicated and updated via the allotment table(s) for each SFY and included in the annual contract with each AAA.

Per the current [Missouri State Plan on Aging, 2024-2027](#) the following minimums are in effect:

- Access Services – 30%
- In-Home Services – 20%
- Legal Services – 1%

AAA PROCEDURE

The AAA shall submit this information within the area plan showing the amount of expenditures for the prior year for access services, in-home supportive services, and legal services, which shall agree to the most recently completed audited financial statements. The AAA shall meet each of the above area minimum requirements annually.

1.35 Rural Minimum Expenditures

POLICY

(Reference: [45 CFR 1321.9](#))

The SUA shall maintain minimum expenditures for services for older individuals residing in rural areas, where:

- (A) The SUA shall establish a process and control for determining the definition of “rural areas” within its State.
- (B) For each fiscal year, the SUA must spend on services for older individuals residing in rural areas the minimum annual amount that is not less than the amount expended for such services, as required by the OAA; and
- (C) The SUA must project the cost of providing such services for each fiscal year (including the cost of providing access to such services) and must specify a plan for meeting the needs for such services for each fiscal year.

SUA PROCEDURE

The SUA shall use the Missouri State definition of “rural area” which was determined by the SUA and AAAs. For this requirement, the SUA has defined “rural areas” as those counties having less than 150 people per square mile and not containing any part of a central city in a Metropolitan Statistical Area (MSA) in alignment with the [Health in Rural Missouri Biennial Report](#). Based on the most recent report, 99 counties in Missouri are considered “rural.” There are 16 counties not considered a “rural area.” The non-rural counties include Buchanan, Platte, Clay, Jackson, Cass, Jasper, Newton, Boone, Cole, Greene, Christian, St. Charles, St. Louis, Jefferson, Cape Girardeau, and the incorporated City of St. Louis. The SUA shall ensure that it spends on services for older individuals residing in rural areas the minimum annual amount that is not less than the amount expended for such services, as required by the OAA. The SUA annually shall project the cost of providing such services for the upcoming fiscal year and make a plan for meeting the needs of such services. The appropriate level of funding shall be allocated to the AAAs through the allotment table.

AAA PROCEDURE

The AAA shall ensure that the funds spent on services for individuals residing in rural areas meets the minimum required amounts as described in the allotment table description document.

1.36 Maintenance of Effort

POLICY

(Reference: [45 CFR 1321.9](#))

The SUA shall meet expectations regarding maintenance of effort for Title III funding.

SUA PROCEDURE

The SUA shall expend at least the average amount of state funds reported and certified as expended under the State plan for the following activities for the three previous fiscal years for Title III:

- The amount certified must at least meet the minimum match requirements from State resources.
- Any amount of State resources included in the Title III maintenance of effort certification that exceeds the minimum amount mandated becomes part of the permanent maintenance of effort; and
- Excess State match reported on the Federal Financial Report (FFR) does not become part of the maintenance of effort unless the SUA certifies the excess.

AAA PROCEDURE

N/A as the SUA expends these funds.

1.37 Reallocation

POLICY

(Reference: [45 CFR 1321.9](#))

The SUA shall maintain requirements for reallocation of funds.

SUA PROCEDURE

The SUA shall review Title III and Title VII funding awards received and awarded to the AAAs on an annual basis to identify any funding that shall not be expended within the grant period and shall release this funding back to the ASA for reallocation to other States. Concurrently, the SUA may review funding awards received and awarded to the AAAs on an annual basis to notify the ASA of the SUA's ability to receive and expend any released Title III or Title VII funding from other States for reallocation. Any funds received by the SUA shall be distributed to the AAAs via the IFF.

AAA PROCEDURE

The AAA shall review Title III funding balances on an annual basis and identify any funding that shall not be expended within the grant period and shall release this funding back to the SUA to be distributed via funding formula to the remaining AAAs.

1.38 Flexibilities Under a Major Disaster Declaration

POLICY

(Reference: [45 CFR 1321.99](#))

If the Governor of the State of Missouri requests and receives a major disaster declaration under the Stafford Act, the SUA may use disaster relief flexibilities under Title III to provide disaster relief services for areas of the State where the specific major disaster declaration is authorized and where older adults and family caregivers are affected.

SUA PROCEDURE

The SUA may exercise the following flexibilities under a major disaster declaration:

- Allowing use of any portion of the funds of any open grant awards under Title III of the OAA for disaster relief services for older individuals and family caregivers.
- Awarding portions of State plan administration, up to a maximum of five percent of the Title III grant award for use in a PSA covered in whole or part under a major disaster declaration without the requirement of allocation through the IFF to be used for direct service provision.

The SUA shall submit a State plan amendment if the SUA exercises any of the flexibilities noted above. Disaster relief services may include any allowable services under the OAA to eligible older individuals or family caregivers during the period covered by the major disaster declaration. Expenditures of funds utilized under flexibilities noted above must be tracked and reported separately. In the event of a Major Disaster Declaration, the SUA will provide instructions to the AAAs on how to comply with the items in this section.

AAA PROCEDURE

The AAA shall follow the instructions sent out by the SUA in the event of a Major Disaster Declaration.

Monitoring

1.39 AAA Oversight and Monitoring of Contracted Service Providers

POLICY

(Reference: [45 CFR 1321.73](#), [19 CSR 15-4.710](#), [19 CSR 15-4.200](#), and [19 CSR 15-4.220](#))

The AAA and/or service provider shall ensure the development and implementation of policies and procedures in accordance with SUA policies and procedures, including those required as set forth in [45 CFR 1321.9](#). The SUA may allow for policies and procedures to be developed by the subrecipient(s), except as set forth at [45 CFR Sections 1321.9\(a\) and 1321.9\(c\)\(2\)\(xi\)](#) and where otherwise specified.

The AAA and/or service provider shall provide the SUA in a timely manner with statistical and other information which the SUA requires to meet its planning, coordination, evaluation, and reporting requirements established by the SUA under [45 CFR 1321.9](#).

The AAAs must develop an independent qualitative and quantitative monitoring process ensuring the quality and effectiveness of services regarding meeting participant needs and preferences, the goals described within the State and/or area plan, and State and local requirements, as well as conflicts of interest policies and procedures. Quality monitoring and measurement results are encouraged to be made available to the public in plain language format designed to support and provide information and choice among persons and families receiving services.

SUA PROCEDURE

SUA staff shall evaluate the AAA's contracts, monitoring documents, and other supporting documents for selected contractors as part of annual programmatic monitoring to ensure that the AAA follows this section.

AAA PROCEDURE

Each AAA shall:

- A. Develop an independent qualitative and quantitative monitoring process for all of its contracted service providers in accordance with [45 CFR 1321.73\(c\)](#) and [45 CFR 1321.59\(b\)](#).
 - a. Qualitative monitoring can include the review of satisfaction surveys, focus groups, town halls, or other methods to collect feedback about the quality of services.
 - b. Quantitative monitoring can include the review of service provider data or other methods of describing the quantity of services provided.
- B. Conduct monitoring and risk assessments for all its contracted service providers at least annually.
 - a. Starting in SFY2026, each AAA shall use the monitoring checklist provided by the SUA. The SUA shall provide the updated monitoring checklist before July 1 of each SFY, starting with SFY2026. The AAA may use additional monitoring tools along with the monitoring checklist provided by the SUA.
 - b. Training on and examples of risk assessments can be found at <https://stateofmissouri.box.com/s/wf8z75hiooup4t54k3893s7nva4nuwop>.
- C. Develop monitoring and risk assessment methods and instruments appropriate for each of the services it provides.
- D. Have written policies and procedures that address monitoring and risk assessments for all contracted service providers.
- E. Complete on-site monitoring of all contracted service providers in its PSA.
- F. Provide requested documentation to the SUA for annual monitoring.

1.40 AAA Oversight and Monitoring of Services Provided Directly by the AAA

POLICY

(Reference: [45 CFR 1321.73](#))

Each AAA shall maintain documentation, including written policies and procedures, demonstrating that all services provided directly by the AAA meet the requirements in this Manual and [45 CFR 1321.73\(c\)](#) and [45 CFR 1321.59\(b\)](#).

SUA PROCEDURE

SUA staff shall evaluate the AAA's documentation for selected services that are provided directly by the AAA as part of annual qualitative and quantitative programmatic monitoring.

AAA PROCEDURE

Documentation maintained by the AAA for services provided directly by the AAA shall include at least:

- A. Procedures manuals (both operational and fiscal), including procurement processes (if applicable) and conflict of interest policies and procedures.
- B. Quality of services and client satisfaction.
- C. Efforts to reach targeted populations, including those in greatest need.
- D. Case files.
- E. Service data entry records for reconciliation with billing documentation.
- F. Accounting processes for service units delivered and supporting documentation for billing.
- G. Cash handling processes, including appropriate requests for voluntary contributions.
- H. Tracking of program income, including expenditure.
- I. Fiscal audits (as appropriate).
- J. Service provider staff interviews.
- K. In-kind contribution valuation documentation (e.g. donated space/equipment; utilities).
- L. Personnel changes, including assurance that new staff have requisite qualifications, background checks (if appropriate), etc.
- M. Capital expense and disposition (control) of property (if appropriate).
- N. Verification of routine notification to consumers regarding their rights in the complaint/appeal process.
- O. Complaint tracking mechanisms or logs and verification of availability and retention of these records; and
- P. Compliance with State of Missouri statutes, Missouri CSRs, CFRs, and the OAA.

1.41 SUA Programmatic Monitoring of AAAs

POLICY

(Reference: [45 CFR 1321.9\(a\)\(1\)](#) and [45 CFR 1321.73](#))

The SUA shall perform on-site programmatic monitoring at least annually for each AAA in Missouri. Each AAA director shall have access to the checklist used by SUA staff to evaluate documents submitted for annual, on-site monitoring.

SUA PROCEDURE

SUA will conduct programmatic and fiscal monitoring of the AAAs annually. In addition, the SUA will contract with a provider to do the NCI-AD survey to determine the qualitative value of the services being provided by the AAAs. The specific procedures for monitoring AAAs shall be as follows:

- A. By June, SUA staff shall work with each AAA director to schedule a date for annual, on-site monitoring. This on-site monitoring visit shall take place at the AAA office or a senior center in the AAA's PSA.
- B. At least thirty days before the on-site monitoring, SUA staff shall have a virtual document request call with the AAA director and any other applicable staff to review which documents the AAA needs to submit for the annual on-site monitoring. The document request file shall be uploaded to www.box.com for the AAA director and relevant staff to access. The document request file and any notes from the call shall also be emailed to the AAA director. These documents should be submitted to the SUA by the assigned due date.
- C. SUA staff shall evaluate the documents, including AAA policies and procedures, that are submitted for monitoring. SUA staff shall email a second document request (if needed) to the AAA director or other designated staff. These documents should be submitted to the SUA by the assigned due date.
- D. On the day of on-site monitoring, SUA staff shall ask questions and review comments related to the programs and services being monitored.

- E. Within three business days of the on-site monitoring, SUA staff shall send a follow-up email with any documents that are still needed and/or any questions that have not yet been answered. All documents and/or answers should be provided by the assigned due date.
- F. SUA staff shall use all information submitted by the AAA to complete a contractor risk assessment and monitoring summary letter.
- G. SUA staff shall contact the AAA director to schedule an optional exit meeting. If the AAA director chooses to have this meeting, SUA staff shall review any concerns that were noted during fiscal and programmatic monitoring. At this time, the AAA director shall have one final chance to submit additional documentation to address the noted concerns.
- H. Once SUA staff complete the monitoring summary letter, it shall be reviewed by DSDS Director for approval. Once the letter is finalized, it shall be emailed to the AAA director, chair/president of the board of directors, and chair/president of the advisory council. If a AAA is determined to be a high-risk contractor, the letters shall also be sent via certified mail.

AAA PROCEDURE

- A. The AAA director shall work with SUA staff to schedule a date for annual on-site monitoring.
- B. At least thirty days before the on-site monitoring, the AAA director and any other applicable staff shall attend the virtual document request call. During this call, AAA staff shall answer any questions about programs and services that shall be monitored during annual programmatic monitoring. AAA staff shall submit all requested documents using the assigned folder in box.com by the due date listed on the first document request.
- C. AAA staff shall submit all requested documents using the assigned folder in box.com by the due date listed on the second document request.
- D. During on-site monitoring, AAA staff shall respond to questions from SUA staff.
- E. AAA staff shall submit all requested documents using the assigned folder in box.com and answer any questions by the due date listed on the third document request.
- F. AAA director may refuse or accept an exit meeting. If the AAA director accepts the exit meeting, the director shall acknowledge any concerns that are noted and inform SUA staff if additional documentation shall be provided.

1.42 SUA Fiscal Monitoring of AAAs

POLICY

(Reference: [45 CFR 1321.5](#))

In addition to the programmatic monitoring, the SUA shall perform fiscal monitoring monthly, quarterly, and annually for each AAA in Missouri to ensure that grant awards are used for the authorized purposes and in compliance with state and Federal statutes, regulations, and the terms and conditions of the grant award and contract.

1.42.1 Monthly Fiscal Monitoring

SUA PROCEDURE

The SUA shall review the MSER from each AAA for accuracy, reasonableness, and if the services being reported on are part of its approved area plan services.

AAA PROCEDURE

Each AAA shall submit a MSER outlining the units of service provided, the number of persons served, and the expenditures by funding source for all programs/services provided by the agency. The MSER shall be submitted by the 21st of the month following the month of service unless a waiver has been submitted and approved for a later submission date.

1.42.2 Quarterly Fiscal Monitoring

SUA PROCEDURE

The SUA shall review the Detail Expenditure Report from each AAA for accuracy of budget line item and compare the Monthly Expenditure Report (MSER) data for mathematical accuracy and compliance.

AAA PROCEDURE

Quarterly, each AAA shall submit Detail Expenditure Reports along with the monthly MSER, showing the budget line-item details of the expenditures for all programs/services provided by the agency.

1.42.3 Annual Fiscal Monitoring

SUA PROCEDURE

During annual monitoring, SUA fiscal staff shall request and review at least two months and at least one quarterly Detail Expenditure Report for the year being monitored. If an AAA is determined to be high risk, additional documents may be requested and reviewed.

SUA fiscal staff shall select at least 20 transactions from the general ledger for each of the months selected for review. SUA fiscal staff shall select the items among the expenditure categories Administration, Transportation, Support Services, Nutrition (Congregate and Home Delivered Meals), Ombudsman, and Payroll. SUA fiscal staff shall review the expenditures for reasonableness to ensure bidding procedures were followed (if applicable), payment request reviewed for compliance, accuracy and approved.

SUA fiscal staff shall test item selected for compliance according to the OAA grant guidance, and adequacy of supporting documentation. During the test SUA fiscal staff shall review the general ledger, accounts payable (AP) check Register, Payroll Check Register, monthly report, quarterly report, and invoices.

Additionally, the SUA will review the Single Audit submitted by the AAA to ensure it was submitted to the Audit Clearinghouse by the federal due date and to see if there are any issues that DHSS needs to be aware of from the Audit. Single audits must be submitted to the [Federal Audit Clearinghouse](#) within 30 days of receiving the audit report or within 9 months of the fiscal year end, whichever comes first.

AAA PROCEDURE

The AAA shall provide all requested MSERs, Detail Expenditure Reports, and supporting documentation requested by the SUA.

1.42.4 Annual Fiscal Monitoring of AAA Audit

SUA PROCEDURE

The SUA shall prepare the Audit Confirmation when the SFY ends. The Audit confirmation consists of DHSS Resources to Disburse, Funds Remitted, and Funding Sources. The SUA shall send the Audit Confirmation to the AAA so the AAA can use it to prepare financial statements. The SUA shall receive a draft audit for review.

The SUA shall review Statement of Activities by Fund Revenue & Expenditures, Priority Services Expenditures, Schedule of Expenditure of Federal & State Award (SEFA), and Schedule of Findings & Questioned Costs.

During the review, the SUA shall verify that the year to date (YTD) expenditures submitted by the AAA match the Statements of Activities and that Matching funds ([42 US Code 3029\(b\)](#)) requirements were met. If there is a variance, the SUA shall have the AAA submit an adjusted MSER.

The SUA shall determine if the Priority Services Expenditure met minimum spending requirements for Title III part B ([42 US Code 3026\(a\)\(2\)](#)).

The SUA shall verify that the SEFA numbers match the unremitted /remitted balance.

AAA PROCEDURE

Each AAA shall be audited annually by a registered certified public accountant (CPA). The audit must be submitted within 30 calendar days after receipt of the auditor report(s) or no more than nine months after the end of the audit period.

The Federal Audit Clearinghouse is the repository of records for [45 Part 75 Subpart F](#) reporting packages and the data collection form. If audit findings are reported, the AAA is required to submit a corrective action plan related to the findings.

1.43 Monitoring of Area Plan Goals

POLICY

(Reference: [45 CFR 1321.73\(c\)](#))

Each AAA shall develop and implement a monitoring process for the goals described within its Area Plan on Aging.

SUA PROCEDURE

The SUA shall review progress updates to each AAA's Area Plan on Aging goals at least annually.

AAA PROCEDURE

Each AAA shall submit its policy for monitoring progress on its Area Plan on Aging goals as part of annual monitoring. Each AAA shall submit updates to its Area Plan on Aging goals at least annually, in accordance with this manual and the AAA's policy for monitoring progress.



Section 2 – Planning and Providing Services

2.1 Area Plans

POLICY

(Reference: [45 CFR 1321.9\(4\)](#) and [19 CSR 15-4.140](#))

Per [RSMo 192.2025](#), every four years, each AAA shall submit all area plan forms in compliance with the area plan instructions. These forms shall be submitted by March 1st in the calendar year the plan shall take effect. For example, all forms for the four-year area plan that begins on July 1, 2025, shall be submitted to the SUA by March 1, 2025.

SUA PROCEDURE

- A. By October 15th of the calendar year, before the four-year area plan is due, the SUA shall provide each AAA with the Area Plan Instructions, Area Plan Template, Area Plan Appendices, and the Allotment Table. All information shall be accessible to the AAAs in a designated Box folder.
- B. AAAs shall submit a draft Area Plan to the SUA no later than December 16th. The SUA shall review and provide feedback to each AAA within fifteen business days before the plans go out for public comment.
- C. Once the AAA Area Plan public comment period has ended and any updates are made, the AAA shall submit the Area Plan to the SUA no later than March 1st.
- D. The SUA shall do a final review of the plan prior to April. At this time, AAAs shall provide an overview of the Area Plan to DSDS and the public. Comments from the SUA shall be sent to the AAA Board of Directors and Advisory Council as well as members of the State Senate Budget Committee and the House Appropriations Committee, as required in [RSMo 192.2025](#).
- E. Each AAA shall submit its final budgets, programs and services list, and contractor list no later than May 1st.
- F. The SUA shall review a final time and approve prior to the SFY beginning on July 1st.

AAA PROCEDURE

- A. The AAA shall receive the Area Plan Instructions, Area Plan Template, Area Plan Appendices, and the Allotment Table no later than October 15th.
- B. The AAA shall compile its Area Plan utilizing the provided template and including information about the organization and PSA, identified needs, strategies for serving eligible individuals in the PSA, goals and objectives, and a high-level overview of programs and services, contractors, and the budget. The AAA shall upload a draft area plan to the SUA's designated Box folder by December 16th.
- C. Once the SUA has reviewed and provided feedback, the AAA shall make any necessary changes and put the plan out for public comment for a period of no less than 30 days.
- D. At the end of the public comment period, the AAA shall update the plan as needed and submit to the SUA no later than March 1st.
- E. In April, the AAA shall provide an Area Plan overview to DSDS and the public. Comments from the SUA shall be sent to the AAA Board of Directors, Advisory Council as well as members of the State Senate Budget Committee and the House Appropriations Committee, as required in [RSMo 192.2025](#).
- F. The AAA shall finalize its budget, programs and services list, and contractor list and provide it to the SUA no later than May 1st.
- G. The AAA shall receive Area Plan approval prior to the start of the SFY on July 1st.
- H. The AAA shall make the approved Area Plan publicly available on the AAA website with printed copies available upon request.

2.1.1 Area Plan Objectives

POLICY

The Area Plan submitted by the AAA shall detail a cohesive plan to provide, through a comprehensive and coordinated system, supportive services, nutrition services, and senior centers throughout the PSA. Area Plans shall incorporate services which address the incidence of hunger, food insecurity, and malnutrition; social isolation; and physical and mental health conditions. Services identified in the Area Plans should be self-directed, where feasible, by the individuals' receiving services. Objectives outlined in the Area Plan shall be coordinated with and reflect the [Missouri State Plan on Aging](#) goals for services.

SUA PROCEDURE

The SUA shall provide AAAs with an Area Plan template, which shall provide a uniform mechanism to detail plan requirements. As part of Area Plan review, the SUA shall check the plan to identify services provided and alignment with State Plan on Aging goals.

AAA PROCEDURE

In the creation of the Area Plan, AAAs shall offer services which address identified issues facing older adults. The AAA shall align efforts to State Plan goals.

2.1.2 Area Plan Contents

POLICY

The SUA has developed an Area Plan Template, which shall be used by the AAAs to ensure that each AAA Area Plan addresses all requirements and is similar in content, duration, and format. The Area Plan shall include:

- Identification of populations within the PSA who have the greatest economic and greatest social need as defined in the Area Plan Instructions.
- Assessment and evaluation of unmet needs substantiated by data in the areas of supportive services, nutrition services, evidence-based disease prevention and health promotion services, family caregiver support services, and multipurpose senior centers. The evaluation of these services should occur regardless of funding type.
- Public participation component to obtain views of older individuals, family caregivers, service providers, and the public with a focus on greatest economic need and greatest social need. This includes a minimum of a 30-day public comment period on the plan and the inclusion of all comments received from said comment period in the final Area Plan document.
- Services provided in the PSA, including the definition of each type of service, the number of individuals to be served, the type and number of units provided, and corresponding expenditures for the service.
- Plans for how direct service funds shall be distributed within the PSA, addressing those individuals with greatest economic need and greatest social need as defined in policy 2.13.
- Process for determining direct provision of services as described in policy 2.5.
- Minimum adequate proportions requirements of Title III B funds as identified in the [Missouri State Plan on Aging](#).
 - 30 percent access services
 - 20 percent in-home services
 - 1 percent legal services
- Requirements for program development and coordination activities.
 - The SUA shall not fund program development and coordination services under supportive services until the AAA has first spent ten percent of its total combined allotment under Title III on administration of area plans.

- Expenditure by the SUA and area agency on program development and coordination activities are intended to have a direct and positive impact on the enhancement of services for older individuals and family caregivers in the PSA.
- Initial submission and all amendments
- Approval by the SUA
- Appeals regarding area plans on aging.

SUA PROCEDURE

The SUA shall provide AAAs with an Area Plan template, which shall provide a uniform mechanism to ensure plan requirements are met. The SUA shall review each AAA Area Plan and identify all requirements. If required items are not included, the SUA shall return the plan to the AAA requesting correction. The AAA shall need to resubmit and gain approval prior to sending the plan out for public comment.

AAA PROCEDURE

The AAA shall utilize the SUA-provided Area Plan Template to complete the Area Plan. The AAA shall submit the plan to the SUA for review prior to sending out for public comment. The AAA shall make updates as necessary to ensure that all required area plan items are included.

2.1.3 Submitting an Annual Update to an Area Plan (Years Two, Three, and Four)

POLICY

During years two, three, and four of a four-year area plan, each AAA shall submit an updated version of the area plan in compliance with the area plan instructions. These forms shall be submitted by March 1st in the calendar year the updated area plan shall take effect. For example, all forms for the area plan that shall be updated on July 1, 2025, shall be submitted to the SUA by March 1, 2025.

SUA PROCEDURE

- A. By October 15th of the calendar year prior to when the area plan annual update is due, the SUA shall provide each AAA with the Area Plan Instructions, Area Plan Template, Area Plan Attachments, and a preliminary Allotment Table.
- B. AAAs shall submit a draft Area Plan to the SUA no later than December 16th. The SUA shall review and provide feedback to each AAA within fifteen business days before the plans go out for public comment.
- C. Once the AAA Area Plan public comment period has ended and any updates are made, the AAA shall submit the Area Plan to the SUA no later than March 1st.
- D. The SUA shall do a final review of the plan prior to April. At this time, AAAs shall provide an overview of the Area Plan to DSDS and the public. Comments from the SUA shall be sent to the AAA Board of Directors and Advisory Council as well as members of the State Senate Budget Committee and the House Appropriations Committee, as required in [RSMo 192.2025](#).
- E. Each AAA shall submit its final budgets, programs and services list, and contractor list no later than May 1st.
- F. The SUA shall review a final time and approve prior to the SFY beginning on July 1st.

AAA PROCEDURE

- A. The AAA shall receive the Area Plan Instructions, Area Plan Template, Area Plan Appendices, and the Allotment Table no later than October 15th.
- B. The AAA shall compile its Area Plan utilizing the provided template and including information about the organization and PSA, identified needs, strategies for serving eligible individuals in the PSA, goals and objectives, and a high-level overview of programs and services, contractors, and the budget. The AAA shall upload a draft area plan to the SUA's designated Box folder by December 16th.

- C. Once the SUA has reviewed and provided feedback, the AAA shall make any necessary changes and put the plan out for public comment for a period of no less than 30 days.
- D. At the end of the public comment period, the AAA shall update the plan as needed and submit to the SUA no later than March 1st.
- E. In April, the AAA shall provide an Area Plan overview to DSDS and the public. Comments from the SUA shall be sent to the AAA Board of Directors, Advisory Council as well as members of the State Senate Budget Committee and the House Appropriations Committee, as required in [RSMo 192.2025](#).
- F. The AAA shall finalize its budget, programs and services list, and contractor list and provide it to the SUA no later than May 1st.
- G. The AAA shall receive Area Plan approval prior to the start of the SFY on July 1st.
- H. The AAA shall make the approved Area Plan publicly available on the AAA website with printed copies available if requested.

2.1.4 Area Plan Document Review Meeting

POLICY

An AAA director may request an area plan document review meeting at any time during the year.

SUA PROCEDURE

During this meeting, SUA staff shall review any changes to the area plan forms, discuss which forms must be updated (if it is year two, three, or four of the area plan), and answer any questions the AAA director and/or AAA staff have about the area plan.

AAA PROCEDURE

The AAA shall contact the Chief of the Bureau of Senior Programs to have a call scheduled to review area plan documents.

2.1.5 Amendments to the Area Plan

POLICY

Amendments to the Area Plan shall fall into two categories. Amendments with Approval are those changes made to the area plan based on new or revised statutes that change regulations, changes in area plan goals, objectives, strategies, activities, or Area Plan Assurances, addition of programs offered by the AAA, and requests for waivers of CSRs, OAA, or area plan requirements. Amendments under these categories shall be submitted to the SUA for initial review, go out for public comment for a minimum of 30 days, and then be submitted to the SUA for final review and approval. Any comments received must be considered by the AAA, and any changes needed based on the comments shall be incorporated into the Area Plan Amendment.

Area Plan Amendments with Notification are updates that can be made without going through the approval process. These changes do not alter the goals or objectives of the AAA. Changes can be submitted to the SUA as needed. Once reviewed by the SUA, the AAA can make the amendments with notification publicly available on the AAA website, with printed copies available upon request. Amendments with notification include the removal of programs; budget changes based on the update of allotment tables; changes in contractors or rates; opening, closing, or relocation of senior centers; change in AAA director or program lead staff; change in AAA office address; or change to the Board of Directors or Advisory Council rosters.

SUA PROCEDURE

The SUA shall review AAA Area Plan amendments requiring approval prior to the public comment period to provide any feedback needed prior to sharing publicly to avoid having to put out for public comment multiple times. After the public comment period, the AAA shall review public comments and incorporate the feedback as applicable prior to submitting the final amendment to the SUA. Amendments shall be reviewed and approved within 15 business days.

The SUA shall review AAA Area Plan amendments requiring notification within 15 business days providing feedback as necessary. Once reviewed and approved, the AAA shall make the amended Area Plan publicly available with a printed copy available upon request.

AAA PROCEDURE

- A. For amendments requiring approval, the AAA shall compile its Area Plan amendment and submit it to the SUA for review. After SUA review, the AAA shall make any necessary changes and put the amendment out for public comment for no less than 30 days.
- B. At the end of the public comment period, the AAA shall update the plan amendment as needed and submit it to the SUA.
- C. The SUA shall review the final plan amendment and provide approval within 15 business days.
- D. For amendments requiring notification, the AAA shall submit updated forms or attachments to the SUA. The SUA will review and provide feedback within 15 business days.
- E. Once the SUA has approved the amended forms or attachments, the AAA shall update their website, making the latest version of the Area Plan publicly available.

2.1.6 Submitting Area Plan Amendments throughout the Year

POLICY

The AAA shall report any changes that impact the accuracy of previously submitted area plan forms. These changes shall be reported to the SUA as quickly as possible. The AAA must upload the correct updated documents to the appropriate box.com folder to inform the SUA of these changes. The SUA has identified amendments that can be made through notification only and amendments that require approval (Policy 2.1.5). Amendments identified as notification only shall be submitted to the SUA through the designated box.com folder. After review and approval, the amended attachment can be added to the Area Plan and made publicly accessible.

Updates identified as needing approval must follow the same procedure as identified in Policy 2.1.5.

SUA PROCEDURE

The SUA shall review and provide approval or feedback to the AAAs within fifteen (15) business days of submission of Area Plan documents.

AAA PROCEDURE

- A. For changes made due to new or revised statutes or regulations in the state that cause a change to the Area Plan, revise the plan as necessary. Highlight the changes and submit to the SUA for initial review prior to public comment period.
- B. For changes in Area Plan goals, objectives, strategies, or activities, revise the Area plan narrative as necessary and submit to the SUA for initial review prior to public comment period.
- C. For changes to the Area Plan Assurances, update [Area Plan Form Attachment B](#) and submit to SUA for initial review prior to public comment period.
- D. For changes to waivers, update the appropriate waiver and submit to the SUA for initial review prior to public comment period. If the situation is deemed an emergency or exigent circumstances, the need for public comment period can be waived, if approved by the SUA.
- E. For the addition of programs, complete the Request to Develop and Coordinate a New Program or Service Form. Update any narrative within the Area Plan, add the program to the Current Programs and Services chart within the area plan, and add the program to the final Programs and Services List. Once the new program receives SUA approval, the Area Plan must go out for a 30-day public comment period before final submission to the SUA.
- F. For removal of programs or services, update the final Programs and Services List and submit to the SUA for approval.
- G. For Budget Changes due to the update of the allotment tables, submit budget forms to the SUA for review and approval.
- H. For changes in contracted providers or contracted rates for services, update the Contractor Services List and submit to the SUA for approval.

- I. For the opening, closing or relocation of senior centers, update [Area Plan Form Attachment H](#) and submit to the SUA for approval.
- J. For a change to the AAA director or staff members serving in program lead roles, update [Area Plan Form Attachment D](#) and submit to the SUA for approval.
- K. For an address change for the AAA office, update [Area Plan Form Attachment A](#) and submit to the SUA for approval.
- L. For changes to the Advisory Council, update [Area Plan Form Attachment E](#) and submit to the SUA for approval.
- M. For changes to the AAA Board of Directors, update [Area Plan Form Attachment F](#) and submit to the SUA for approval.
- N. All updates to the Area Plan, if through notification or approval, should be made publicly available on the AAA website, with printed copies available upon request.

2.2 Ensuring Services for Priority Groups

POLICY

(Reference: [45 CFR 1321.83](#))

The SUA and AAAs shall ensure service to those identified as members of priority groups through assessment of local needs and resources. The SUA and AAAs shall establish criteria to prioritize the delivery of services under Title III, parts B (except for Ombudsman program services which are subject to provisions in [45 CFR part 1324](#)), C, and D, in accordance with the OAA; services under Title III, part E, in accordance with the OAA, to include: (1) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals); (2) Caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and (3) If serving older relative caregivers, older relative caregivers of children or adults with severe disabilities.

The [OAA Section 306 \(4\)\(A\)\(i\)](#) specifies the following as priority groups to be served by the state and AAAs: low-income minority individuals, older individuals with LEP, and older individuals residing in rural areas in the area served by the provider.

In providing services under [OAA Title III part E](#), for family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, the SUA shall give priority to caregivers who provide care for older individuals with such disease or disorder. In providing services under this part, the SUA, in addition to giving the priority described in [OAA section 372\(b\)](#), shall give priority— (A) to caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals); and (B) to older relative caregivers of children or adults with severe disabilities.

SUA PROCEDURE

Each program year, during annual monitoring, the SUA shall review the AAAs area plans for its strategy to meet the service needs the priority populations outlined above. The SUA shall also review the AAA service data to ensure that the AAA is targeting the priority populations. If not, the AAA shall be asked to provide a written explanation of how they shall attempt to provide services to low-income minority individuals, older individuals with LEP, and older individuals residing in rural areas in the area served by the provider at least in proportion to the number of low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas, and family caregivers in the population serviced by the provider.

During annual monitoring the SUA shall ensure that the AAA has included the required service contractor language in their contracts and monitored their contractors to ensure that they have implemented the contract requirements as listed below in AAA procedure.

AAA PROCEDURE

The AAA shall have policies and procedures to ensure service to those identified as members of priority groups through assessment of local needs and resources. The AAA shall ensure that all services are

entered into the AAA data system. The AAA shall determine a schedule to regularly review service data to ensure that priority populations are being served.

Additionally, the AAA shall have policies and procedures to ensure that service providers for the AAA specify how the service provider:

- a. Intends to satisfy the service needs of those identified as in greatest economic need and greatest social need, with a focus on 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 individuals and family caregivers in the population serviced by the provider.
- b. Provide recipients with an opportunity to contribute to the cost of the service as provided in OAA [45 CFR 1321.9\(c\)\(2\)\(x\) or \(xi\)](#);
- c. Pursuant to OAA section 306(a)(16) of the OAA ([42 U.S.C. 3026\(a\)\(16\)](#)), provide, to the extent feasible, for the furnishing of services under this OAA through self-direction;
- d. Bring conditions or circumstances which place an older person, or the household of an older person, in imminent danger to the attention of adult protective services or other appropriate officials for follow-up, provided that: (1) The older person or their legal representative consents; or (2) Such action is in accordance with local adult protective services requirements, except as set forth at [45 CFR 1321.93](#) and [part 1324, subpart A](#), of this chapter;
- e. Where feasible and appropriate, make arrangements for the availability of services to older individuals and family caregivers in weather-related and other emergencies.
- f. Assist participants in taking advantage of benefits under other programs; and
- g. Assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

2.3 Targeting of Services

POLICY

(Reference: [OAA Section 306\(a\)](#) and [19 CSR 15-4.295](#))

The SUA and each AAA shall assure compliance with Federal and State requirements to target the following special populations of older adults and caregivers:

- i. Greatest economic need.
- ii. Greatest social need.
- iii. Individuals at risk of institutional placement, to permit such individuals to remain in HCBS settings.
- iv. Low-income minority.
- v. Frail; and,
- vi. Older adults residing in rural areas.
- vii. Missouri specific factors may be added statewide if agreed upon by all ten AAAs and the SUA. Specific factors shall be added to the above list if agreed upon by all required entities.

SUA PROCEDURE

The SUA shall review the AAA's data during annual monitoring to ensure that services are being appropriately targeted to the populations outlined above. The SUA shall review the AAA service contracts to ensure they include language requiring the targeting of these populations and monitor annually to ensure service contractors are using appropriate targeting through data review.

AAA PROCEDURE

Each AAA shall develop policies and procedures to ensure that services are provided to the target populations. These shall include services directly provided by the AAA or through contracts with service providers. Policies and procedures shall include:

- A. Developing a plan in cases where appropriate targeting has not occurred or request a plan from the service provider, identifying how targeting requirements shall be met in a specified period.

- B. Provide narrative in the AAA Area Plan that outlines specific steps to target consumers of the greatest economic and social need, individuals at risk of institutional placement, low-income minority, frail, and rural consumers.

For contracts with service providers, the AAA shall include the following:

Include requirements for targeting in each RFP package.

1. Contract with service providers to include provisions assuring the required targeting of consumers; and,
2. Evaluate the targeting of consumers by service providers at a minimum on an annual basis.

2.4 Program Definitions

POLICY

(Reference: [45 CFR 1321.9](#))

The SUA shall provide a listing and definition of services that may be provided in the State with funds received under the OAA in the annual Area Plan Instructions.

SUA PROCEDURE

The SUA shall update the SFY Area Plan Definitions document annually, prior to the AAAs preparation of Area Plans.

AAA PROCEDURE

AAAs shall refer to the SFY Area Plan Definitions when expanding service offerings. If planning to implement a new program or service, the AAA will refer to Policy 2.7 Program Development.

2.5 Provision of Direct Services

POLICY

(Reference: [45 CFR 1321.9\(1\)\(c\)](#))

The AAA shall use subgrants or contracts with service providers to provide supportive services, nutrition services, and/or in-home services under all OAA funding sources. For waiver of this requirement, the AAA shall submit a written request that thoroughly documents that direct provision of service, using its own employees, is necessary (A) To assure an adequate supply of the service; (B) Where those services are directly related to the AAA's administrative functions; or (C) Where those services of comparable quality can be provided more economically by the AAA.

The SUA has determined the following services to be directly related to the administrative function of a AAA: Information and Assistance, Public Information, Ombudsman, Advocacy, Supplemental Services, Congregate Meals, Home Delivered Meals, III D Services, III E National Family Caregiver Services, and Case Management.

The SUA has determined that services with projected expenditures of DHSS, Program Income, and Cash Match of \$50,000.00 or less may be provided directly based on cost effectiveness.

The AAA may request a waiver to provide services directly if the projected expenditures are in excess of \$50,000. The SUA determines the life of the waiver, the maximum duration being the life of the area plan (four years).

SUA PROCEDURE

Upon submission of the area plan, the SUA shall review the AAA Programs and Services form and the waiver. The SUA shall approve or deny the request. During AAA monitoring and data reporting, the SUA shall review services being provided to ensure that the AAA is providing needed services.

AAA PROCEDURE

Annually, the AAA must complete the Programs and Service chart within the Area Plan template which is due to the SUA by March 1. By May 1, AAAs shall submit Area Plan Programs and Services Form, indicating programs provided directly. For any OAA funded program or service that is provided directly,

the AAA must obtain a waiver. Programs and services that the SUA has determined to be related to administrative function or expend less than \$50,000 should be included on the Pre-Approved Direct Services Waiver Request.

Programs and services expending in excess of \$50,000 must complete a Waiver Request to Provide Direct Services. This form addresses how the AAA shall meet the requirements of direct service provision.

Any amendment to the waivers shall be considered an amendment with approval, which requires SUA initial approval, a 30-day public comment period, and final SUA approval.

2.6 Wait Lists

2.6.1 Development and Use of Wait Lists

POLICY

(Reference: [45 CFR 1321.9\(1\)\(c\)](#) - in coordination with Private Pay Programs)

The AAAs shall develop and use waitlists for any programs funded through the allotment table based on the criteria below. The waitlist process shall ensure that OAA targeted populations are a priority and that people in emergencies where the health, safety, and welfare of the applicant is in jeopardy shall be given priority.

CRITERIA:

- A. Waitlists shall be established only after all measures to increase service delivery have been reviewed and implemented, where possible.
- B. Waitlist procedures must be consistent for all eligible consumers.
- C. AAAs shall develop a process to prioritize consumers for services based on an established priority-screening tool approved by the SUA.
- D. The screening tool should reflect and appropriately screen the consumers based on the service being requested.
- E. Only those consumers meeting the eligibility requirements for the service shall be put on a waitlist.
- F. Consumers should not be put on a waitlist if:
 1. The consumer is approved for a service and the service shall begin within two weeks.
 2. Services being requested are outside the providers/AAA's service delivery area. These services shall be tracked under Services Unavailable.
 3. If the consumer is currently receiving a level of service but would like or need a higher level of service; and,
 4. The consumer needs a service on a specific date, and it is not available on that date. These services shall be tracked under Services Unavailable.
- G. For services where clients are not placed on a waitlist, due to the reasons above, the provider shall track the total number of individuals for whom services were unavailable by service type.
- H. If a consumer is on a waitlist for six months, the consumer needs to be contacted to determine if the service is still needed or desired. The consumer shall either be removed from the waitlist or reprioritized on the waitlist.

SUA PROCEDURE

The SUA shall review the waitlist policy during annual monitoring of each AAA. During the annual monitoring, the SUA shall review the waitlist for any services that currently have them to ensure the AAA is following its own policies and procedures.

AAA PROCEDURE

- A. The AAAs shall ensure that:
 1. Contractors are informed of and provided with the waitlist policies.
 2. Contracts contain stipulations requiring waitlists to be developed, maintained, and readily available for review by the AAAs or SUA.
 3. AAA on-site provider monitoring includes a waitlist review; and,

4. Waitlist information and services unavailable are entered into AgingIS, Mon Ami, or any other system the AAAs are using to track data monthly and all numbers are accurate and finalized quarterly.
- B. Waitlist Consumer Information to be included:
1. Name of the AAA, service provider, or contractor.
 2. Date placed on list.
 3. Service requested.
 4. Consumer name.
 5. Consumer telephone number.
 6. Reason for being placed on the waitlist.
 7. Follow-up contact dates.
 8. Date and the reason the individual was removed from the waitlist; and,
 9. Total number of days on the wait list (from initial date to service delivery).
- C. The supporting wait list documentation may be kept via hard copy or electronic means; however, electronic copies must be printable.

2.6.2 Removal of Persons from Wait Lists

POLICY

(Reference: [45 CFR 1321.9\(1\)\(c\)](#)) - in coordination with Private Pay Programs)

AAAs shall define and develop a process to ensure consumers are removed from the waitlist on an equitable basis.

SUA PROCEDURE

The SUA shall review the policy for removing individuals from the waitlist during each annual monitoring of each AAA. During the annual monitoring, the SUA shall review the waitlist for any services which currently have them to ensure the AAA is following its own policies and procedures.

AAA PROCEDURE

- A. The criteria for removal may include the following:
1. Placed in services. The person is receiving services.
 2. The person requests removal. The person no longer desires the service.
 3. Service needs change. The person no longer needs the particular service for which they have been waiting.
 4. Loss of Contact. The person or family is unable to be contacted, after a reasonable number of attempts (e.g. telephone number is disconnected and/or the alternate contact person does not know the whereabouts of the person).
 5. No longer eligible. The person is no longer eligible for services (e.g. no longer a caregiver).
 6. Death.
 7. Service is no longer offered. The AAA, through established processes, decides that the service shall no longer be offered; and,
 8. When a consumer is removed from a waitlist, include documentation as to the reason for removal.

2.7 Program Development

POLICY

(Reference: [45 CFR 1321.27\(h\)](#))

Any program development and coordination activities funded by dollars received through the allotment table shall meet the following requirements:

- (1) The SUA shall not fund program development and coordination activities as a cost of supportive services under area plans until it has first spent 10 percent of the total of its combined allotments under Title III on the administration of area plans.
- (2) Program development and coordination activities must only be expended as a cost of State plan administration, area plan administration, and/or Title III, part B supportive services.

- (3) State agencies and AAAs shall, consistent with the area plan and budgeting cycles, submit the details of proposals to pay for program development and coordination as a cost of Title III, part B supportive services to the public for review and comment; and
- (4) Expenditure by the SUA and area agency on program development and coordination activities are intended to have a direct and positive impact on the enhancement of services for older individuals and family caregivers in the PSA.

SUA PROCEDURE

SUA program development and coordination activities funded under the OAA shall meet the requirements of [45 CFR 1321.24\(h\)](#). These activities may only be funded with State Plan Administration funds as identified in the Missouri State Plan on Aging. Any updates to services funded through the OAA must be submitted to and approved by the U.S. Administration on Community Living through a State Plan amendment if the State plans to enact a new program during the four-year area plan period already approved by ACL. This shall include the amendment being put out for a minimum of 30 days for public review and comment. Expenditures on program development and coordination activities are intended to have a direct and positive impact on the enhancement of services for older individuals and family caregivers in the PSA.

SUA shall review AAA requests to develop and coordinate activities in its PSA through the AAAs submission of a Request to Develop and Coordinate a New Program or Service form as part of the annual Area Plan review process. The SUA shall review the submitted form to ensure that all questions are answered, and that the AAA has met the requirements in [45 CFR 1321.27\(h\)](#). The SUA shall review the form and approve the form or provide feedback to the AAA within 14 business days.

AAA PROCEDURE

If an AAA wishes to fund new program development and coordination in the PSA the AAA should submit the Request to Develop and Coordinate a New Program or Service form as part of its annual Area Plan submission. The form must be completed in form to ensure that all parts of [45 CFR 1321.27\(h\)](#) have been met. If the AAA wishes to fund a program during the period after area plans have been approved, the AAA shall submit the Request to Develop and Coordinate a New Program or Service along with updating its Area Plan.

2.8 Comprehensive and Coordinated Community-Based System

POLICY

(Reference: [45 CFR 1321.55\(a\)](#) and [19 CSR 15-4.190](#))

The OAA intends that each AAA shall be the lead on all aging issues on behalf of all older adults and family caregivers in the PSA. The AAA shall proactively carry out, under the leadership and direction of the SUA, a wide range of functions, including advocacy, planning, coordination, inter-agency collaboration, information sharing, monitoring, and evaluation. The AAA shall lead the development or enhancement of comprehensive and coordinated community-based systems in or serving each community in the PSA. These systems shall be designed to assist older adults and family caregivers in leading independent, meaningful, healthy, and dignified lives in their own homes and communities.

SUA PROCEDURE

The SUA shall evaluate whether each AAA is meeting the requirements of [45 CFR 1321.55](#) (see details below) during annual programmatic monitoring.

AAA PROCEDURE

Each AAA shall have a comprehensive and coordinated community-based system that meets the requirements in [45 CFR 1321.55\(b\)](#). Each AAA shall:

- Have a point of contact where anyone may go or contact for help, information, and/or referral on any aging issue.
- Provide information on a range of available public and private long-term care services and support options.

- Assure that these options are readily accessible to all older individuals and family caregivers, no matter what their income.
- Include a commitment of public, private, voluntary, and personal resources committed to supporting the system.
- Involve collaborative decision-making among public, private, voluntary, faith-based, civic, and fraternal organizations, including trusted leaders of communities in greatest economic need and greatest social need, and older individuals and family caregivers in the community.
- Offer special help or targeted resources for the most vulnerable older individuals, family caregivers, and those in danger of losing their independence.
- Provide effective referral from agency to agency to assure that information and/or assistance is provided, no matter how or where contact is made in the community.
- Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for vulnerable older individuals or family caregivers.
- Be tailored to the specific nature of the community and the needs of older adults in the community.
- Have a board of directors that meets the requirements in Policy 1.11 AAA Board of Directors.

The resources made available to the AAA under the OAA shall be used consistent with the definition of area plan administration as set forth in [45 CFR 1321.3](#) to finance those activities necessary to achieve elements of a community-based system set forth above and consistent with the requirements for provision of direct services as set forth in [45 CFR 1321.85 through 1321.93\(d\)](#).

2.9 Coordination with Other Service Providers in the Planning and Service Area POLICY

(Reference: [19 CSR 15-4-190 13\(c\)](#))

The AAAs shall perform activities that shall maximize the availability of services to older adults residing in the PSA and avoid duplication.

SUA PROCEDURE

During annual monitoring each year, the SUA shall review each AAA's answers to questions about the activities the AAA has undertaken to coordinate with other service providers in its PSA.

AAA PROCEDURE

Each AAA shall answer questions during annual monitoring explaining how it does the following:

- Identify Federal, State, and local programs that could impact persons in the PSA.
- Research and obtain alternative funding that shall support existing program services and/or the development of new services that shall impact older adults within the PSA.
- Participate in joint information sharing and planning interagency organizations.
- Extend AAAs sponsored training opportunities for local health and social service agencies that serve and advocate for older adults.
- Extend AAAs sponsored training opportunities for businesses and other private entities.

2.10 Responsibilities of Service Providers

POLICY

(Reference: [45 CFR 1321.79\(a-g\)](#), [19 CSR 15-4](#) and [19 CSR 15-7.010](#))

As a condition of receiving OAA funds, the SUA and each AAA shall assure that service providers fulfill the responsibilities listed in the final rule. Responsibilities may be split between the AAA and contracted service providers.

- Specify how the service provider intends to satisfy the service needs of those identified as in greatest economic need and greatest social need, with a focus on 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 individuals and family caregivers in the population serviced by the provider.

- b) Provide recipients with an opportunity to contribute to the cost of the service as provided in [45 CFR 1321.9\(c\)\(2\)\(x\) or \(xi\)](#).
- c) Pursuant to section 306(a)(16) of the OAA ([42 U.S.C. 3026\(a\)\(16\)](#)), provide, to the extent feasible, for the furnishing of services under the OAA through self-direction.
- d) Bring conditions or circumstances which place an older person, or the household of an older person, in imminent danger to the attention of adult protective services or other appropriate officials for follow-up, provided that:
 - 1) The older person or their legal representative consents; or
 - 2) Such action is in accordance with local adult protective services requirements, except as set forth at [45 CFR Section 1321.93](#) and 45 CFR [part 1324, subpart A](#), of this chapter.
- e) Where feasible and appropriate, make arrangements for the availability of services to older individuals and family caregivers in weather-related and other emergencies.
- f) Assist participants in taking advantage of benefits under other programs; and
- g) Assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

Service providers shall promote the rights of each older individual who receives services, including the right to confidentiality of their records as required by all state and federal requirements.

SUA PROCEDURE

The SUA shall include the assurances listed in [45 CFR 1321.79\(a-g\)](#) in the State Plan on Aging. The SUA shall include the assurances listed in [45 CFR 1321.79\(a-g\)](#) in each OAA contract between the SUA and an AAA.

During annual monitoring, the SUA shall assess how the AAA and contracted service providers are meeting the responsibilities listed in [45 CFR 1321.79\(a-g\)](#). This will include reviewing contracts, monitoring documents, and the AAA's answers to monitoring questions.

AAA PROCEDURE

Each AAA shall include the assurances listed in [45 CFR 1321.79\(a-g\)](#) in the Area Plan on Aging. Each AAA shall include the assurances listed in [45 CFR 1321.79\(a-g\)](#) in each contract between the AAA and a service provider to provide OAA-funded services. Each AAA shall monitor each OAA-funded service provider to ensure that the responsibilities listed in [45 CFR 1321.79\(a-g\)](#) were met. If a contracted service provider will not be meeting these responsibilities, the AAA only needs to include and monitor for the responsibilities that the contracted service provider is responsible for. For example, if the AAA will complete the initial intake where the AAA staff discusses self-direction, [45 CFR 1321.7\(c\)](#) would not need to be included in the contract or monitored for.

Each AAA shall submit documentation, in accordance with the document request, demonstrating that the AAA and contracted service providers are meeting the responsibilities listed in [45 CFR 1321.79\(a-g\)](#). If a contracted service provider is not meeting all the responsibilities, the AAA shall explain how the AAA is ensuring that the responsibilities are being met. The AAA may meet these responsibilities directly.

2.11 Client Eligibility, Assessment, and Person-Centered Planning

POLICY

(Reference: [45 CFR 1321.81\(a\)](#) and [19 CSR 15-4.240\(5\)\(b\)\(1\)](#))

Clients must meet the program eligibility requirements set in the OAA to receive OAA-funded services. Clients shall undergo an initial assessment to establish need and determine eligibility. A reassessment shall occur annually. Where applicable, the client shall be an active partner in the planning and coordination of services.

An individual must be age 60 or older at the time of service to be eligible to participate in services under the OAA, unless the OAA otherwise provides an explicit exception. Exceptions are limited to the following specific services:

- (1) Nutrition services:
 - (i) Services shall be available to spouses of any age of older individuals.
 - (ii) Services may be available to:
 - (A) A person with a disability who lives with an adult age 60 or older or who resides in a housing facility that is primarily occupied by older adults at which congregate meals are served; and
 - (B) A volunteer during meal hours.
- (2) Family caregiver support services for:
 - (i) Adults caring for older adults and adults caring for individuals of any age with Alzheimer's or a related disorder.
 - (ii) Older relative caregivers who are caring for children and are not the biological or adoptive parent of the child, where older relative caregivers shall no longer be eligible for services under this part when the child reaches 18 years of age; or
 - (iii) Older relative caregivers who are caring for individuals aged 18 to 59 with disabilities and who may be of any relationship, including the biological or adoptive parent.
- (3) Services such as information and assistance and public education, where recipients of information may not be age 60 or older, but the information is targeted to those who are age 60 or older and/or benefits those who are age 60 or older.

SUA PROCEDURE

The SUA shall annually monitor for policy compliance and review client intake forms and case notes to ensure assessments and reassessments are completed as required.

AAA PROCEDURE

As part of the intake process, the AAA shall conduct an assessment to establish need and determine program eligibility. Factors to consider are greatest economic need and greatest social need. The AAA shall refer to its policies and procedures for prioritization, target populations, and wait listing to ensure that the eligible clients with the greatest need are served first. After the initial assessment, reassessments shall be conducted annually.

2.12 Program Limitations

POLICY

(Reference: [45 CFR 1321.9\(c\)\(iii\)](#))

The AAA shall have a policy in place outlining limitations on the frequency, amount, or type of OAA funded service provided.

SUA PROCEDURE

The SUA shall annually monitor the AAA program limitations policy and request documentation ensuring compliance with the policy.

AAA PROCEDURE

The AAA shall set program limitations for all programs in the PSA through its policies and procedures, these policies and procedures can be developed to accommodate for the ebb and flow of funding and services.

2.13 Greatest Economic Need and Greatest Social Need

POLICY

(Reference: [45 CFR 1321.3](#), [45 CFR 1321.9](#), [45 CFR 1321.27](#), [45 CFR 1321.29](#) and [45 CFR 1321.49](#))

When providing services, the AAA shall give preference to older individuals with the greatest economic need and the greatest social need, paying particular attention to low-income older individuals, including low-income minority individuals, individuals with LEP, and older individuals living in rural areas.

“Greatest economic need” means the need resulting from an income level at or below 185% of the Federal poverty level, with priority going to family caregivers and individuals living in counties with more than 25% of the population living at or below 150% of the federal poverty level (use chart in the link below to determine which counties fall into this). [Poverty Table for Missouri Counties | HDPulse Data Portal \(nih.gov\)](#)

“Greatest social need”, means the need caused by noneconomic factors, which include:

- (1) Physical and mental disabilities.
- (2) Language barriers.
- (3) Cultural, social, or geographical isolation, including due to: (i) Racial or ethnic status; (ii) Native American identity; (iii) Religious affiliation; (iv) Sexual orientation, gender identity, or sex characteristics; (v) HIV status; (vi) Chronic conditions; (vii) Housing instability, food insecurity, lack of access to reliable and clean water supply, lack of transportation, or utility assistance needs; (viii) Interpersonal safety concerns; (ix) Rural location; or (x) Any other status that: (A) Restricts the ability of an individual to perform normal or routine daily tasks; or (B) Threatens the capacity of the individual to live independently.
- (4) Barriers to technology (broadband, telephone access).
- (5) Loss of primary caregiver; or
- (6) Living alone.

SUA PROCEDURE

The SUA shall annually monitor AAA service provision to ensure that service units, unduplicated persons, and program expenditures align with the percentage of clients identified as having the greatest economic need and greatest social need.

AAA PROCEDURE

The AAA shall prioritize services to individuals with greatest economic need and greatest social need, paying particular attention to low-income older individuals, including low-income minority individuals, individuals with LEP, and older individuals living in rural areas. The AAA shall draft a policy defining greatest economic need and greatest social need that aligns with the SUA definition. These definitions shall serve as the guide for the provision of services.

2.14 Access to Services

POLICY

(Reference: [45 CFR 1321.53](#), [19 CSR 15-4.240](#), and [19 CSR 15-4.295](#))

The AAA shall have a program in place to facilitate access to supportive, nutrition, disease prevention health promotion, and family caregiver services, nutrition services, or other services provided by the AAA following local, state, and federal regulations.

SUA PROCEDURE

Through Area Plan review, the SUA shall ensure that the AAAs have implemented programming to facilitate access to supportive, nutrition, disease prevention health promotion, family caregiver services and other services available through the AAA.

AAA PROCEDURE

Every fourth year, the AAA shall submit an Area Plan for its PSA, which details the supportive services provided. Information shall be updated as programs and contractors change, with a thorough review annually. See Policies 2.1.5 and 2.1.6 for more information.

2.15 General Requirements for All Service Providers

POLICY

(Reference: [45 CFR 1321.79](#) and [19 CSR 15-7.010](#))

All service providers (AAAs or their service contractors) must be in compliance with the Final Rule and the Missouri CSRs.

As a condition for receipt of funds under the OAA, each SUA and/or AAA shall assure that service providers shall:

- (a) Specify how the service provider intends to satisfy the service needs of those identified as in greatest economic need and greatest social need, with a focus on 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 individuals and family caregivers in the population serviced by the provider.
- (b) Provide recipients with an opportunity to contribute to the cost of the service as provided in [45 CFR 1321.9\(c\)\(2\)\(x\) or \(xi\)](#).
- (c) Pursuant to section 306(a)(16) of the OAA ([42 U.S.C. 3026\(a\)\(16\)](#)), provide, to the extent feasible, for the furnishing of services under the OAA through self-direction.
- (d) Bring conditions or circumstances which place an older person, or the household of an older person, in imminent danger to the attention of adult protective services or other appropriate officials for follow-up, provided that:
 1. The older person or their legal representative consents; or
 2. Such action is in accordance with local adult protective services requirements, except as set forth at [45 CFR 1321.93](#) and [45 CFR part 1324, subpart A](#), of this chapter.
- (e) Where feasible and appropriate, make arrangements for the availability of services to older individuals and family caregivers in weather-related and other emergencies.
- (f) Assist participants in taking advantage of benefits under other programs; and
- (g) Assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

SUA PROCEDURE

Annually, during monitoring of AAA Direct Services, the SUA will ensure that the AAA complies with the above requirements as well as the [OAA final rule](#), the [OAA](#), [19 CSR 15-4](#), [19 CSR 15-7.010](#), and the AAA contracts and assurances through review of documentation and data.

Annually, during monitoring, the SUA will review a sample of contracts from each service type to ensure that the contracts contain all of the specific information above along with requirements to be in compliance with the [OAA final rule](#), [OAA](#), [19 CSR 15-4](#), [19 CSR 15-7.010](#), and the AAA contracts and assurances. In addition, the SUA will select random samples of the monitoring completed by the AAA to ensure that the AAA is monitoring its service providers for these requirements.

As part of the Contract and Commercial Relationships review, the SUA will review each service provider contract along with the completed Conflict of Interest forms, and completed Contracts and Commercial Relationships Checklist to ensure that the above information is in the bid, contracts (or other such documents). The SUA will determine upon review if the contract monitoring completed by the AAA will need to be reviewed by the SUA during annual monitoring the following year.

AAA PROCEDURE

If the AAA is providing services directly, they must have a preapproved waiver or have an approved waiver to do so. In addition, the AAA shall ensure that the services provided directly are in compliance with the [OAA final rule](#), [the OAA](#), [19 CSR 15-4](#), [19 CSR 15-7.010](#), and the AAA contracts and assurances.

If the AAA is bidding out the services to service providers, the above requirements along with the [OAA final rule](#), [the OAA](#), [19 CSR 15-4](#), [19 CSR 15-7.010](#), and the AAA contracts and assurances shall be included in the bid document. Once a service provider is selected, the bid document and the winning bid proposal shall become the official contract which the provider must follow.

The AAA shall annually monitor service providers to ensure compliance with all contract requirements including at least the following: [OAA final rule](#), [the OAA](#), [19 CSR 15-4](#), [19 CSR 15-7.010](#), and the AAA contracts and assurances.

2.16 Contracted Services

POLICY

(Reference: [19 CSR 15-4.200](#) and [19 CSR 15-7.010](#))

Services secured through a contract between the AAA and a service provider shall meet all applicable requirements.

SUA PROCEDURE

During annual monitoring, the SUA shall ensure that the AAA has met the applicable requirements through reviewing the AAA contracts and monitoring documents.

AAA PROCEDURE

The AAA shall ensure that all contracts with service providers contain all applicable requirements and shall annually monitor each contractor to ensure that each requirement is being met. The SUA shall monitor each AAA annually to confirm this process has been completed. Applicable requirements for all contracted service providers include the [OAA final rule](#), [the OAA](#), [19 CSR 15-4](#), [19 CSR 15-7.010](#), [49 CFR Part 38, Subpart B](#) (transportation only).

2.17 Consumer-Directed Services

POLICY

(Reference: [Older Americans Act Section 306\(a\)\(16\)](#) and [OAA Section 307\(a\)\(26\)](#))

AAAs employing a consumer-directed services model for services shall ensure that all OAA and DSDS requirements are in place.

SUA PROCEDURE

During annual monitoring the SUA shall review the AAAs Consumer Directed Services program to ensure that participants are receiving all applicable information, and the AAA is meeting all OAA (defined in OAA Section 102(47)).

AAA PROCEDURE

AAAs must ensure that each of the following is provided to the participant:

- A. AAA (or other designated representative) works with the participant to plan, budget, and purchase supportive services.
- B. Participants are provided with such information and assistance as are necessary, and appropriate, to enable the individual to make informed decisions about options.
- C. AAA (or other designated representative) assesses the needs, capabilities, and preferences of the participant concerning such services, and the individual's ability to direct and control the receipt of such services.
- D. Based on the assessment in (C), the AAA (or designated representative) develops the plan with the participant and the participant's family, caregiver, or legal representative.

The AAA shall provide oversight of the participant's self-directed receipt of services, including steps to ensure the quality of services provided and the appropriate use of OAA funds.

2.18 Person-Centered, Trauma-Informed, and Culturally Sensitive Services

2.18.1 Person-Centered Approach

POLICY

(Reference: [45 CFR 1321.77](#), [19 CSR 15-4-010\(12\)\(B\)](#) and [19 CSR 15-4.245\(7\)](#))

Services should, as appropriate, provide older adults and family caregivers with the opportunity to develop a person-centered plan that is led by the individual or, if applicable, by the individual and the individual's authorized representative. Services should be incorporated into existing person-centered plans, as appropriate.

SUA PROCEDURE

The SUA shall provide guidance on implementing a person-centered approach, ensuring compliance with federal regulations.

The SUA shall ensure that AAAs have access to person-centered training resources and materials.

AAA PROCEDURE

AAAs shall design and deliver services that reflect the individual's choices, facilitating their ability to live independently and maintain their preferred lifestyle. Area agencies and service providers should provide training to staff and volunteers ([Level 2 or 3 in the chart in policy 1.3.1](#)) on person-centered and trauma-informed service provision.

AAAs must ensure all frontline staff receive training in the provision of person-centered services.

2.18.2 Trauma-Informed Care

POLICY

Services must be delivered with awareness of past trauma, creating a safe environment that fosters healing and avoids re-traumatization.

SUA PROCEDURE

The SUA shall support AAAs in accessing and completing trauma-informed care training.

AAA PROCEDURE

AAAs shall implement trauma-informed practices in all interactions, ensuring sensitivity to past experiences and promoting emotional well-being.

AAAs must have all frontline staff complete some form of trauma-informed care training.

2.18.3 Community and Family-Centered Services/Cultural Sensitivity

POLICY

(Reference: [45 CFR 1321.77](#), [19 CSR 15-4-010\(12\)\(B\)](#) and [19 CSR 15-4.245\(7\)](#))

Services should integrate community and family-centered approaches, respecting traditions, practices, beliefs, and cultural norms of those served. AAAs should offer services responsive to the cultural, linguistic, and social needs of older adults and family caregivers, incorporating cultural norms, values, and traditions in service delivery. Older adults and family caregivers should be involved in the development of services and programs.

SUA PROCEDURE

The SUA shall support AAAs in developing services that incorporate community and family values, have culturally sensitive service frameworks, including training and resource materials. and include input from older adults and family caregivers in the community.

AAA PROCEDURE

AAAs should engage with local communities and families to tailor services that reflect cultural and familial expectations. AAAs should ensure that services are culturally competent and include language accessibility, with interpretation and translation services available as needed. AAAs should gather input from older adults and family caregivers in the community when developing programs and services.

2.19 Diversity, Equity, and Inclusion (DEI)

(References: [Age Discrimination Act of 1967 and 1975](#), [Americans with Disabilities Act of 1990 \(ADA\)](#), [Equal Pay Act](#), [Rehabilitation Act of 1973 sections 503 and 504](#) and [Title VII of the Civil Rights Act of 1964](#))

The SUA and AAAs commit to creating and maintaining an inclusive environment where all individuals are valued, respected, and provided with the necessary opportunities to thrive, regardless of race,

ethnicity, gender, sexual orientation, age, ability, religion, socioeconomic status, or any other characteristic.

2.19.1 Diversity in Hiring and Staffing

POLICY

(Reference: [45 CFR 75.300](#))

The SUA and AAAs shall actively recruit, hire, and retain a diverse workforce that reflects the demographics of the communities served. Hiring practices shall be free from bias, and all candidates shall be evaluated based on qualifications and ability to contribute to the organization's mission.

SUA PROCEDURE

- Job postings shall be distributed widely, including diverse job boards and community networks.
- The interview process shall be standardized to minimize bias, and diverse hiring panels shall be utilized.

AAA PROCEDURE

- AAAs shall ensure that job postings are widely distributed throughout the community.
- AAAs shall implement practices in recruitment and hiring that ensure diverse hiring panels and standardized interview processes.

2.19.2 Equitable Access to Services

POLICY

(Reference: [45 CFR 1321.53](#))

The SUA and AAAs shall ensure that all services are accessible to diverse populations, including those from marginalized or underserved communities. Special efforts shall be made to identify and remove barriers to access.

SUA PROCEDURE

SUA will monitor that AAA intake processes assess cultural, linguistic, and accessibility needs of participants and that service plans are tailored to address the unique needs of each participant.

AAA PROCEDURE

AAAs shall conduct culturally sensitive assessments and develop individualized service plans.

2.19.3 Addressing Discrimination and Harassment

POLICY

(Reference: [45 CFR 92.101](#))

The SUA and AAAs have a zero-tolerance policy for discrimination, harassment, or bias based on any protected characteristic. Incidents shall be promptly investigated, and appropriate actions shall be taken.

SUA PROCEDURE

The SUA will ensure through program monitoring that a clear and confidential process is in place for reporting complaints and that all complaints shall be promptly and fairly investigated.

AAA PROCEDURE

AAAs shall establish a clear and confidential process for reporting complaints and ensure that all complaints are promptly and fairly investigated.

2.20 Compliance with Section 504 of the Rehabilitation Act of 1973

The SUA and AAAs are required to comply with [Section 504 of the Rehabilitation Act of 1973](#), as amended, which prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance. The regulations set forth under [45 CFR Part 84](#) have been updated to ensure that individuals with disabilities have equal access to medical treatment, services in the most integrated settings, accessible medical equipment, and digital platforms. These updates align with recent Supreme Court decisions, such as *Olmstead v. L.C.*, and the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA standards.

[Section 504 of the Rehabilitation Act of 1973](#) is a federal law that protects people with disabilities from discrimination in programs and activities that receive federal funding. This includes programs run by the U.S. Department of Education (ED) and programs that receive financial assistance from the Department of Housing and Urban Development (HUD).

[Section 504](#) protects people with disabilities from being excluded from programs or activities, denied benefits, or required to accept lesser services than others. It also prohibits organizations from requiring people with disabilities to participate in separate programs or services from those available to people without disabilities.

POLICY

(Reference: [Section 504 of the Rehabilitation Act of 1973](#); [45 CFR Part 84](#) and [Americans with Disabilities Act \(ADA\): Title II](#))

The SUA and AAAs must ensure compliance with the updated Section 504 regulations, which include specific provisions regarding discrimination in medical treatment, community integration, accessibility of medical equipment, web and mobile accessibility, and value assessment methods. This policy provides the framework for implementing these regulations across all SUA and AAA operations, ensuring that services are delivered equitably and without discrimination based on disability.

SUA PROCEDURES

The SUA shall provide ongoing training and technical assistance to AAAs and service providers on the updated regulations, focusing on areas such as medical treatment, community integration, and digital accessibility. Materials shall include guidance on compliance with the WCAG 2.1, Level AA, and the U.S. Access Board's standards for accessible medical equipment.

The SUA shall ensure through monitoring that AAA contracts and purchases of medical equipment, kiosks, websites, and mobile applications comply with the final rule.

AAA PROCEDURES

AAAs shall ensure that medical treatment decisions are free from discrimination and bias.

AAAs shall ensure that all contracts with vendors, especially those related to medical equipment, web services, and kiosks, include provisions that require compliance with the final rule.

AAAs shall provide training to staff and service providers on the updated Section 504 regulations, focusing on ensuring accessibility in medical treatment, community integration, and digital platforms, including practical guidance on implementing the WCAG 2.1 standards and using accessible medical equipment.

AAAs shall establish internal monitoring mechanisms to track compliance with the final rule, including regular reviews of service delivery practices and digital accessibility.

2.21 Section 1557 of the Affordable Care Act (ACA)

SUAs and AAAs are required to comply with [Section 1557 of the Affordable Care Act \(ACA\)](#). This section:

- Affirms that protections against sex discrimination include protections against discrimination on the basis of sexual orientation and gender identity.

- Clarifies that sex discrimination includes discrimination on the basis of sex stereotypes; sex characteristics, including intersex traits; and pregnancy or related conditions.¹
- Requires recipients of Federal financial assistance, HHS-administered health programs and activities, and State and Federally Facilitated Exchanges to let people know that language assistance services and auxiliary aids are available if needed.
 - The notice must be provided in English and in at least the 15 most common languages spoken by people with LEP in the State(s) served. To ensure effective communication, these notices must be communicated to individuals with disabilities as effectively as they are to individuals without disabilities. Covered entities are required to provide these notices in prominent locations both physically and on its websites, make them available upon request, and include them with a specific list of communications.
- Requires recipients of Federal financial assistance, HHS-administered health programs and activities, and State and Federally Facilitated Exchanges to implement policies and procedures to ensure compliance with the rule. In particular, covered entities must have policies for providing language assistance services for people with LEP and to ensure effective communication and reasonable modifications for people with disabilities. Covered entities are also required to train its staff on these policies and procedures.
- Addresses nondiscrimination in telehealth services. This provision clarifies that recipients of Federal financial assistance, HHS-administered health programs and activities, and State and Federally Facilitated Marketplaces must not discriminate in its delivery of health programs and activities provided through telehealth services. This means ensuring that such services are accessible to individuals with disabilities and providing meaningful program access to people with LEP.
- States that no application of the rule shall be required if it would violate federal protections for religious freedom and conscience. Under this rule, a recipient of federal financial assistance may simply rely on those protections or seek assurance of them from HHS OCR.

Regulation Enactment Date: July 5, 2024

- Compliance Date for general prohibition on discrimination based on race, color, national origin, sex, age, and disability- September 3, 2024
- Other compliance Dates:

¹ The final rule provides that sex discrimination includes, but is not limited to, discrimination on the basis of sexual orientation, gender identity, sex characteristics (including intersex traits), pregnancy or related conditions, and sex stereotypes.¹ In June of 2020, the U.S. Supreme Court held that the prohibition of sex discrimination in Title VII of the Civil Rights Act of 1964 includes discrimination on the basis of sexual orientation and gender identity. OCR's final rule is consistent with this ruling.

Section 1557 Requirement and provision	Date by which covered entities must comply	Enactment date	Compliance Date
§ 92.7 Section 1557 Coordinator	Within 120 days of effective date.	7/5/2024	11/2/2024
§ 92.10 Notice of nondiscrimination	Within 120 days of effective date.	7/5/2024	11/2/2024
§ 92.207(b)(1) through (5) Nondiscrimination in health insurance coverage and other health-related coverage	For health insurance coverage or other health-related coverage that was not subject to this part as of the date of publication of this rule, by the first day of the first plan year (in the individual market, policy year) beginning on or after January 1, 2025.	7/5/2024	1/1/2025
§ 92.207(b)(6) Nondiscrimination in health insurance coverage and other health-related coverage	By the first day of the first plan year (in the individual market, policy year) beginning on or after January 1, 2025.	7/5/2024	1/1/2025
§ 92.210(b), (c) Use of patient care decision support tools	Within 300 days of effective date.	7/5/2024	5/1/2025
§ 92.8 Policies and Procedures	Within one year of effective date.	7/5/2024	7/5/2025
§ 92.9 Training	Following a covered entity's implementation of the policies and procedures required by § 92.8, and no later than one year of effective date.	7/5/2024	7/5/2025
§ 92.11 Notice of availability of language assistance services and auxiliary aids and services	Within one year of effective date.	7/5/2024	7/5/2025

POLICY

(Reference: [45 CFR 92](#))

The SUA and AAAs shall comply with [Section 1557 of the Affordable Care Act](#).

SUA PROCEDURE

Monitor that language assistance and auxiliary aids are available if needed and that notices of their availability are provided in English and other common languages spoken by people with LEP in the PSA and are located both physically in prominent locations and on websites.

Provide access to training on the requirements of the Affordable Care Act to AAAs to share with staff.

Ensure that virtual or telehealth services are accessible to individuals with disabilities and provide meaningful program access to persons with LEP.

AAA Procedure

Provide language assistance and auxiliary aids (if needed) to persons with LEP and persons with disabilities.

Post notifications, both physically and online, that language assistance and auxiliary aids are available. Notifications should be in English and other commonly spoken languages for the community, be accessible for those with visual impairments or other disabilities and be posted in prominent locations.

Ensure relevant staff and service providers are aware of Affordable Care Act requirements.

Make virtual or telehealth programs accessible (to a reasonable degree) to individuals with disabilities and persons with LEP.



Section 3 - Title III B Supportive Services

3.1 Defining Supportive Services

POLICY

(Reference: [45 CFR 1325.85](#), [19 CSR 15-4.170](#) and [19 CSR 15-4.200](#))

The SUA must approve any program or service carried out with OAA funds. Supportive services, as listed in [42 U.S.C. 3030d](#), are allowable uses under Title III B. Any service listed in [42 U.S.C. 3030d](#) and not defined in the Area Plan Definitions found in [Box](#) may only be offered if approved by the SUA.

All funds provided under Title III part B of the Act must be distributed within a State pursuant to [45 CFR 1321.49](#) or [45 CFR 1321.51](#).

SUA PROCEDURE

Annually, the SUA updates the Area Plan Definitions, which includes all approved programs and services that can be funded with OAA funds. If the AAA desires to offer a program outside the list approved by the SUA, the AAA can complete a [Request to Develop and Coordinate a new Program or Service](#) form. This form shall provide the rationale for the new program, data to support the need for such a program. The SUA shall review the request and approve or deny the request.

For those Title III, part B services intended to benefit family caregivers, such as those provided under sections 321(a)(6)(C), 321(a)(19), and 321(a)(21) of the OAA ([42 U.S.C. 3030d\(a\)\(6\)\(C\)](#), [3030d\(a\)\(19\)](#), and [3030d\(a\)\(21\)](#)), State and area agencies shall ensure that there is coordination and no inappropriate duplication of such services available under Title III, part E.

AAA PROCEDURE

For any program outside of those listed in the Area Plan Definitions, the AAA shall complete a [Request to Develop and Coordinate and New Program or Service Form](#). This form shall detail the program explanation, target audience, data supporting need, estimated expenditures accompanying the program, and estimated units and unduplicated persons served by the program. The form shall be signed by the AAA executive director and President of the AAA Board of Directors. The program's maximum duration is life of the area plan.

For those Title III, part B services intended to benefit family caregivers, such as those provided under sections 321(a)(6)(C), 321(a)(19), and 321(a)(21) of the OAA ([42 U.S.C. 3030d\(a\)\(6\)\(C\)](#), [3030d\(a\)\(19\)](#), and [3030d\(a\)\(21\)](#)), State and area agencies shall ensure that there is coordination and no inappropriate duplication of such services available under Title III, part E.

3.2 Voucher Transportation Programs

POLICY

(Reference: SUA Specific Policy)

AAAs using a voucher system for participant transportation needs shall have a system in place to ensure that participants can access transportation on demand.

SUA PROCEDURE

During annual monitoring, the SUA shall ensure that the AAAs voucher transportation program provides participants with the best available access to transportation in its PSA and that the participant chose to utilize the voucher program.

AAA PROCEDURE

AAAs can issue vouchers as a means of reimbursement for transportation in a private vehicle or public transportation. Vouchers may be issued for:

- A. Mileage expenses for using a personal vehicle.
- B. Mileage expenses to a friend or family member for use of their vehicle.
- C. Mileage expenses to a volunteer driver.
- D. Mileage expenses to a transportation network company (Uber, Lyft, etc.) that uses private drivers to provide transportation.
- E. Trip expenses on public transportation. (Bus passes, MetroLink, etc.)

3.3 Title III B Legal Assistance

The provisions and restrictions in this section apply to legal assistance funded by and provided pursuant to the OAA. Legal assistance means legal advice and/or representation provided by an attorney to older adults with economic or social needs, [per section 102\(33\) of the OAA](#). Legal assistance may include, to the extent feasible, counseling, or other appropriate assistance by a paralegal or law student under the direct supervision on an attorney, and counseling or representation by a non-lawyer as permitted by law.

3.3.1 Selection of Legal Assistance Providers

POLICY

(Reference: [45 CFR 1321.93\(a\)](#) and [19 CSR 15-4.270](#))

Each AAA shall select and procure through contract the legal assistance provider or providers best able to provide legal assistance in accordance with [45 CFR 1321.93\(c-f\)](#).

SUA PROCEDURE

As part of annual programmatic monitoring, the SUA shall evaluate the procurement process, procurement documentation, contract(s), and monitoring documents for legal assistance for compliance with the requirements in [45 CFR 1321.93\(c-f\)](#).

AAA PROCEDURE

Each AAA shall provide the procurement process, procurement documentation, contract(s), and monitoring documents for any contracted service providers that provided legal assistance using Title III of the OAA.

3.3.2 Standards for Legal Assistance Provider Selection

POLICY

(Reference: [45 CFR 1321.93\(c\)\(2\)](#))

The AAA shall select the legal assistance provider(s) that best demonstrate the capacity to conduct legal assistance, which means having the requisite expertise and staff to fulfill the requirements of the OAA and all applicable Federal requirements for the provision of legal assistance.

SUA PROCEDURE

The SUA shall evaluate the procurement process and procurement documentation provided by the AAA to ensure that the selected legal assistance provider meets the standards provided in [45 CFR 1321.93\(d\)](#). See AAA PROCEDURE below for specific standards.

AAA PROCEDURE

The AAA shall provide procurement documentation that demonstrates that the selected legal assistance provider meets the standards provided in [45 CFR 1321.93\(d\)](#). The selected provider shall exhibit the capacity to:

- Retain staff with expertise in specific areas of law affecting older individuals with economic or social need, including the priority areas identified in the OAA.

- Demonstrate expertise in specific areas of law that are given priority in the OAA, including income and public entitlement benefits, health care, long-term care, nutrition, consumer law, housing, utilities, protective services, abuse, neglect, age discrimination, and defense of guardianship, prioritizing focus from among the areas of law based on the needs of the community served (See [45 CFR 1321.93\(d\)\(2\)\(i-ii\)](#) for further detail about defense of guardianship).
- Provide effective administrative and judicial advocacy in the areas of law affecting older individuals with greatest economic need or greatest social need.
- Support other advocacy efforts, for example, the Long-Term Care Ombudsman Program, including requiring a memorandum of agreement between the State Long-Term Care Ombudsman and the legal assistance provider(s) as required by section [712\(h\)\(8\) of the OAA](#); and
- Effectively provide legal assistance to older adults residing in congregate residential long-term settings as defined in the [OAA in section 102\(35\)](#), or who are isolated as defined in the [OAA in section 102\(24\)\(c\)](#), or who are restricted to the home due to cognitive or physical limitations.

3.3.3 Standards for Contracting Between AAAs and Legal Assistance

Providers

POLICY

(Reference: [45 CFR 1321.93\(e\)\(1\)](#))

Each AAA shall enter into a contract(s) with the selected legal assistance provider(s) that demonstrate(s) the capacity to deliver legal assistance.

SUA PROCEDURE

The SUA shall evaluate the legal assistance service provider(s) contract(s) provided by the AAA to ensure that the contract meets the standards provided in [45 CFR 1321.93\(e\)](#). See AAA PROCEDURE below for specific standards.

AAA PROCEDURE

The AAA shall provide the legal assistance service provider(s) contract(s) that meets the standards provided in [45 CFR 1321.93\(e\)](#).

The contract(s) shall specify that legal assistance service provider(s) shall demonstrate the capacity to:

- Retain staff with expertise in specific areas of law affecting older individuals with economic or social need, including the priority areas identified in the OAA.
- Demonstrate expertise in specific areas of law that are given priority in the OAA, including income and public entitlement benefits, health care, long-term care, nutrition, consumer law, housing, utilities, protective services, abuse, neglect, age discrimination, and defense of guardianship, prioritizing focus from among the areas of law based on the needs of the community served (See [45 CFR 1321.93\(d\)\(2\)\(i-ii\)](#) for further detail about defense of guardianship).
- Prioritize representation and advice that focus on the specific areas of law that give rise to problems that are disparately experienced by older adults with economic or social need.
- Maintain staff with the expertise, knowledge, and skills to deliver legal assistance as described in this section.
- Engage in reasonable efforts to involve the private bar in legal assistance activities authorized under the OAA, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.
- Ensure that attorneys and personnel under the supervision of attorneys providing legal assistance shall adhere to the applicable Rules of Professional Conduct, including, but not limited to, the obligation to preserve the attorney-client privilege.

The contract shall include provisions:

- Describing the duty of the AAA to refer older adults to the legal assistance provider(s) with whom the AAA contracts. In fulfilling this duty, the AAA is precluded from requiring a pre-screening of older individuals seeking legal assistance or from acting as the sole and exclusive referral pathway to legal assistance.
- Requiring the contracted legal assistance provider(s) to maintain capacity to provide legal assistance in the preferred language used by older individuals seeking and/or receiving legal assistance who are LEP, including in oral and written communication, and to ensure effective communication for individuals with disabilities, including by providing appropriate auxiliary aids and services where necessary. For additional detail, see [45 CFR 1321.93\(e\)\(3\)\(ii\)\(A-C\)](#).
- Providing that the AAA shall provide outreach activities that shall include information about the availability of legal assistance to address problems experienced by older adults that may have legal solutions, such as those referenced in [sections 306\(a\)\(4\)\(B\) and 306\(a\)\(19\) of the OAA](#). Specific populations to provide outreach to are listed in [45 CFR 1321.93\(e\)\(3\)\(iii\)\(A-B\)](#).
- Providing that legal assistance provider attorney staff and non-attorney personnel under the supervision of legal assistance attorneys must adhere to the applicable State Rules of Professional Conduct.
- Requiring that if the legal assistance provider(s) contracted by the AAA is located within a Legal Services Corporation grantee entity, the legal assistance provider(s) shall adhere to the specific restrictions on activities and client representation in the Legal Services Corporation Act ([42 U.S.C. 2996 et seq.](#)). See [45 CFR 1321.93\(e\)\(3\)\(v\)\(A-C\)](#) for exemptions.

3.3.4 Legal Assistance Provider Requirements

POLICY

Each AAA shall monitor at least annually to ensure that the legal assistance provider that it enters into a contract with to provide legal assistance under section [307\(a\)\(11\) of the OAA](#) is meeting the requirements outlined in the contract and the requirements outlined in [45 CFR 1321.93\(f\)](#) when the legal assistance provider is providing service that is funded by the OAA Title III B funds.

SUA PROCEDURE

The SUA shall evaluate the monitoring documents provided by the AAA to ensure that the AAA is monitoring at least annually for the contractual requirements listed in [45 CFR 1321.93\(e\)](#) and the legal assistance provider requirements listed in [45 CFR 1321.93\(f\)](#). See AAA PROCEDURE below for specific requirements.

AAA PROCEDURE

The AAA shall provide the documents that demonstrate that the AAA monitored the legal assistance service provider(s) for the standards provided in [45 CFR 1321.93\(e\)](#) and the requirements listed in [45 CFR 1321.93\(f\)](#).

Legal assistance providers under contract with the AAA shall adhere to the following requirements:

- Provide legal assistance to meet complex and evolving legal needs that may arise involving a range of private, public, and governmental entities, programs, and activities that may impact an older adult's independence, choice, or financial security.
- Maintain the capacity for and provision of effective administrative and judicial representation. See [45 CFR 1321.93\(f\)\(2\)\(ii\)\(A\)](#) for a definition.
- Conduct administrative and judicial advocacy as is necessary to meet the legal needs of older adults with economic or social need, focusing on such individuals with the greatest economic need or greatest social need. See [45 CFR 1321.93\(f\)\(2\)\(iii\)\(A-B\)](#) for definitions.
- Maintain the expertise required to capably handle matters related to the priority case type areas specified under the OAA, including income and public entitlement benefits, health care, long-term care, nutrition, housing, utilities, protective services, abuse, neglect, age discrimination and defense of guardianship.

- Maintain the expertise required to deliver any matters in addition to priority case types listed above that are related to preserving, maintaining, and restoring an older adult's independence, choice, or financial security.
- Maintain the expertise and capacity to deliver a full range of legal assistance, from brief service and advice through representation in hearings, trials, and other administrative and judicial proceedings in the areas of law affecting such older individuals with economic or social need.
- Maintain the capacity to provide effective legal assistance and legal support to other advocacy efforts, including, but not limited to, the Long-Term Care Ombudsman Program serving the PSA, as required by [section 712\(h\)\(8\) of the OAA](#), and maintain the capacity to form, develop and maintain partnerships that support older adults' independence, choice, or financial security.
- Maintain and exercise the capacity to effectively provide legal assistance to older adults regardless of whether they reside in community or congregate settings, and to provide legal assistance to older individuals who are confined to their home, and older adults whose access to legal assistance may be limited by geography or isolation.
- Maintain the capacity to provide legal assistance in the preferred language used by older individuals seeking and/or receiving legal assistance who are limited-English proficient (LEP), including in oral and written communication. [See 45 CFR 1321.93\(f\)\(2\)\(ix\)\(A-C\)](#) for additional details.
- Maintain staff with knowledge of the unique experiences of older adults with economic or social need and expertise in areas of law affecting such older adults.
- Meet the following legal assistance provider requirements:
 - A legal assistance provider may not require an older person to disclose information about income or resources as a condition for providing legal assistance under this part.
 - A legal assistance provider may ask about the person's financial circumstances as a part of the process of providing legal advice, counseling, and representation, or for the purpose of identifying additional resources and benefits for which an older person may be eligible.
 - A legal assistance provider and its attorneys may engage in other legal activities to the extent that there is no conflict of interest nor other interference with their professional responsibilities under the OAA.
 - Legal assistance providers that are not housed within Legal Services Corporation grantee entities shall coordinate their services with existing Legal Services Corporation projects to concentrate funds under the OAA in providing legal assistance to older adults with the greatest economic need or greatest social need.
 - Nothing in this section is intended to prohibit any attorney from providing any form of legal assistance to an eligible client, or to interfere with the fulfillment of any attorney's professional responsibilities to a client.
 - Legal assistance provider attorney staff and non-attorney personnel under the supervision of legal assistance attorneys must adhere to the applicable Rules of Professional Conduct
- Restrictions on legal assistance listed in [45 CFR 1321.93\(f\)\(3\)](#).
- Legal assistance provider prohibited activities listed in [45 CFR 1321.93\(f\)\(4\)](#).

3.4 Attorney-Client Privilege

POLICY

(Reference: [45 CFR 1321.75\(c\)](#))

AAAs and the SUA shall not require any provider of legal assistance to reveal any information that is protected by the attorney-client privilege.

SUA PROCEDURE

The SUA shall not require the AAAs or their Legal Service Providers to provide any information that connect the identity of the participant to the type of legal assistance that the participant received.

The SUA shall not require any data reports that connect the identity of the participant to the type of legal assistance that the participant received. Data for the SPR shall be aggregated following ACL guidelines and include all required data elements.

AAA PROCEDURE

AAAs shall not require any data reports that connect the identity of the participant to the type of legal assistance that the participant received. Data for the SPR shall be aggregated per ACL guidelines and include all required data elements.

3.5 Priority Legal Assistance Case Types

POLICY

(Reference: [45 CFR 1321.93\(d\)\(1\)](#) and [Older Americans Act Section 307\(e\)](#))

AAAs shall contract with legal assistance providers that give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

SUA PROCEDURE

The SUA shall evaluate case type data during annual programmatic monitoring to ensure that at least 51% of legal assistance units are in the priority legal assistance categories.

AAA PROCEDURE

AAAs shall implement procedures at the local level to ensure that at least **51%** of legal assistance units are in the priority legal assistance categories.

3.6 Information and Assistance

POLICY

(Reference: [19 CSR 15-4.290](#) and [19 CSR 15-7.010](#))

The SUA and AAAs shall provide Information and Assistance services sufficient to ensure that all aging Missourians and adults with disabilities have reasonably convenient access to information about the services available within its geographic region. Such services are related to in-home care, housing, transportation, and nutrition per local, state, and federal regulations.

SUA PROCEDURE

The SUA has a dedicated line for Information and Assistance, the Bureau of Senior Programs main line of 573-526-4542. BSP staff shall routinely answer this line Monday through Friday 8 a.m. to 5 p.m. or find another DSDS staff to help cover the line when no BSP staff are available. Messages shall be returned by the assigned BSP staff within a maximum of 24 business hours.

The SUA shall operate the Senior Resource Line as an additional way for Missourians to access information needed to care for themselves or others. When a caller dials the Senior Resource Line, 1-800-235-5503, they will be prompted to enter the zip code where the services are needed, the call will then be routed to the AAA serving the area.

AAA PROCEDURE

Information and Assistance services can be provided by various levels of staff affiliated with the AAA (e.g. administrative staff, senior center staff). The AAA should develop information and assistance services that meet the minimum requirements of [19 CSR 15-4.295](#).

- A. Identify target populations within the project area having the greatest need for services.
- B. Develop a plan for informing and serving the identified target populations, establishing measurable objectives.
- C. Establish a liaison with other information and assistance programs including services available through the Social Security Administration.
- D. Develop a plan for record keeping which includes data about the nature of requests received, the agencies to which the contact was referred, and the service to which the caller was directed or referred.
- E. Maintain a file of current resources and services available to the target populations.
- F. Utilize staff specially trained to inform older adults or their advocates of the services available.
- G. Develop a plan to provide services in the primary language spoken by persons in the target populations, if other than English; and

- H. Establish a plan for the follow-up referrals.

3.7 Information and Assistance/Referral Professional POLICY

(Reference: [19 CSR 15-4.290](#))

The AAA shall have staff who serve as Information and Assistance/Referral Professionals. While any staff affiliated with the AAA can provide general I&A/R services, staff who are designated as I&A/R Professionals must have undergone additional training that will allow them to provide more in-depth assistance and an enhanced referral process. I&A/R staff shall be composed of competent, ethical, qualified individuals, whether paid or volunteer. I&A/R staff shall provide current information on services available to individuals within their communities and assess problems and capacities.

SUA PROCEDURE

During annual monitoring, the SUA will ensure that the AAA has dedicated I&A/R staff that meet these requirements or has contracted with a provider whose staff meet these requirements.

AAA PROCEDURE

The I&A/R shall be sufficient in number to carry out administrative and service responsibilities. Service responsibilities shall include:

- A. Maintaining an up-to-date resource file which shall be updated periodically.
 - 1. Records shall be maintained of all transactions. Reports shall be prepared in a manner that identification of the caller using the I&A/R service is not revealed or accessible to anyone other than staff members assisting them.
- B. Providing information to all persons making inquiries.
- C. Providing referral and follow-up as needed.
 - 1. In the event a referral is made which requires follow-up, a client intake form shall be started. Client intake instruments shall have the capacity to gather at least the following information:
 - i. Family name, address, apartment, street, city or town, county, zip code, and telephone number.
 - ii. Name of primary inquirer for which services are sought (if other than caller);
 - iii. Problem(s).
 - iv. Service needs: organizations to which inquiry was referred.
 - v. Nature of request (information or referral, or both); and
 - vi. Means of contact (letter, telephone, walk-in).
 - 2. If follow-up is provided, the results of the follow-up shall indicate the final disposition and a notation shall be made as to whether the service is:
 - i. Completed.
 - ii. Ongoing; or
 - iii. Incomplete because of, but not limited to:
 - a) Insufficient availability of service.
 - b) Inquirer's refusal to accept available service.
 - c) Inquirer's refusal or unwillingness to contact service; or
 - d) Inquirer does not meet eligibility requirements (income, residence, or age).
- D. Conducting public information and educational activities; and
- E. Collecting data on inquirers and maintaining confidential, accurate, and up-to-date records.

Training shall be provided to all I&A/R staff, paid and volunteer, to ensure adequate delivery of information and assistance services. Training shall consist of the following components:

- A. The role, purpose, and function of the information and assistance service.
- B. Skills training in the areas of interviewing techniques, attitudes, listening, communications, proper telephone usage, assessment techniques, information and assistance procedures, follow-up, data reading, maintenance of records, and use of resource files.
- C. Recognizing abuse/neglect and exploitation of older adults and procedures for reporting to the division's hotline.

- D. On-the-job training which should consist of a program of increasing levels of involvement in handling inquiries, beginning with observation, and ending with full responsibility for handling inquiries; and
- E. In-service training provided regularly, which should include the refinement and updating of the staff's understanding and knowledge of appropriate topics, including the operation of human service systems (legal, health, aging, welfare, governmental, education, advocacy, and the like), and shall address techniques that assist staff with maintaining professionalism.

3.8 Senior Center

POLICY

(Reference: [19 CSR 15-4.175](#) and [19 CSR 15-4.230](#))

The term senior center shall include any location where congregate meals are served and other supportive services are provided. Types of senior centers include multipurpose senior center, satellite, and other.

- A. Multipurpose senior center: A community facility for the organization and provision of a broad spectrum of services, which shall include provision of health (including mental and behavioral health), social, nutritional, and educational services and the provision of facilities for recreational activities for older individuals.
- B. Satellite: a center that is “under” another center and only provides partial services such as only congregate meals and recreation.
- C. Other: A facility that does not meet one of the other definitions. Must provide an explanation of what services the facility provides. Focal Points are considered “Other.”

SUA PROCEDURE

The SUA shall review the senior center listings provided by the AAAs in its Area Plan to ensure that all centers are coded appropriately.

AAA PROCEDURE

All senior centers in the AAA's PSA shall be included in the Area Plan. When a senior center is opened, relocated, renovated, constructed, or terminated, the AAA shall submit an Area Plan Amendment.

3.8.1 Annual Fire Inspections

POLICY

(Reference: [19 CSR 15-4.240\(12\)](#) and [19 CSR 15-7.010\(5\)\(D\)](#))

Each senior center (multipurpose, satellite, and other – even if meals are only served once or twice a week) shall have an annual fire inspection in accordance with [19 CSR 15-7.010 \(5\)\(D\)](#). If the AAA contracts with a senior center to perform services, this requirement shall be specifically outlined in the contract.

SUA PROCEDURE

The Bureau of Senior Programs shall provide technical assistance to schedule fire inspections for senior centers if the assistance is requested by the AAA.

The SUA shall request documentation that demonstrates that an annual fire inspection was conducted at the senior center(s) selected for annual programmatic monitoring.

AAA PROCEDURE

The senior center or AAA shall contact local fire services to determine if the local fire services can provide a fire inspection for the center. If local fire services are unable to provide a fire inspection, the senior center or AAA shall contact the Division of Fire Safety at 573-751-2930 or inspect@dfs.dps.mo.gov to schedule a fire inspection. If the senior center or AAA is still unable to get a fire inspection scheduled, staff shall contact the Bureau of Senior Programs to explain what actions have been taken. The Bureau of Senior Programs shall provide technical assistance.

The AAA shall monitor each senior center to ensure that a fire inspection is conducted at each center at least annually.

Approved CHOICE meal programs (catered meal sites) have a waiver for the annual fire inspection requirement.

3.9 Coordination of III B and III E Services

POLICY

(Reference: [45 CFR 1321.81\(b\)\(8\)](#) and [19 CSR 15-4.190](#))

The SUA and AAA shall ensure the coordination of Title III B services that benefit family caregivers so that there is no inappropriate duplication of services available under Title III E.

SUA PROCEDURE

The SUA shall review the unduplicated report during annual monitoring to ensure that units of service for family caregiver services have not been inappropriately duplicated.

AAA PROCEDURE

The AAA shall coordinate family caregiver services and ensure that units of service are coded appropriately to avoid duplication between Title III B and Title III E.

3.10 Distribution of Funds

(Reference: [45 CFR 1321.82](#) and [19 CSR 15-4.050](#))

POLICY

The SUA shall distribute all Title III B funds within the state pursuant to [45 CFR Sections 1321.49 or 1321.51](#).

SUA PROCEDURE

The SUA shall utilize the IFF to allocate funds to each PSA to AAAs under Title III for supportive, nutrition, evidence-based disease prevention and health promotion, and family caregiver services prior to taking the steps as set forth in [45 CFR 1321.33](#).

AAA PROCEDURE

The AAA shall plan for, and budget funds based on the Allotment Table distributed each year (for the following fiscal year) on October 15th.



Section 4 – Title III Nutrition

4.1 Congregate Meals

POLICY

(Reference: [45 CFR 1321.87\(a\)\(1\)](#), [19 CSR 15-4.240](#), [19 CSR 15-4.245](#) and [19 CSR 15-4.250](#))

Congregate meals are meals meeting the nutrition requirements (outlined in this manual) provided under Title III, part C-1 by a qualified nutrition service provider to eligible individuals (see [19 CSR 15-4.240\(5\)](#)) and consumed while congregating virtually or in person. Congregate meals shall meet meal availability requirements ([outlined in Policy 4.15](#)) and nutrition risk requirements ([outlined in Policy 4.14](#)).

SUA PROCEDURE

When reviewing the area plan submissions, the SUA shall confirm that congregate meals are included, and all necessary information is included. If any sections are incomplete or improperly completed, the area plan shall not be accepted.

During annual programmatic monitoring, the SUA shall confirm that congregate meals are included in the AAA's area plan.

During the monthly services and expenditure report (MSER) review, SUA staff shall ensure that if units reported as congregate meals are paid using OAA funding, the funding is from Title III C-1.

AAA PROCEDURE

Each AAA shall include congregate meals as a service in its area plan and include all congregate meal sites in its area plan. If congregate meals are provided by a contracted services provider, the AAA shall include the contractor(s) in the area plan. If congregate meals are provided directly by AAA staff, the AAA shall select Congregate Meals on the Preapproved Direct Services Form.

4.1.1 Leftovers

POLICY

(Reference: [19 CSR 15-4.245\(8\)\(J\)](#))

AAAs may develop their own policies, in accordance with local public health codes, for allowing leftover foods to be removed from the center. It is recommended that centers include information about food safety in nutrition education.

In this policy, leftovers mean any uneaten leftovers from a participant's congregate meal. This does not include food that was prepared but not served.

SUA PROCEDURE

The SUA shall request and review any existing leftover policies from each AAA during annual monitoring.

AAA PROCEDURE

If an AAA chooses to allow a congregate meal participant to take home leftovers, the AAA shall create and implement a policy and procedure addressing leftovers for congregate meal participants.

4.1.2 Restaurant Congregate Meal Program

POLICY

(Reference: SUA SPECIFIC POLICY)

A Restaurant Congregate Meal Program provides congregate meals that are cooked and served by a restaurant in the AAA's PSA. These meals shall meet the nutrition requirements ([outlined in Policy 4.9.1](#)) and nutrition risk requirements ([outlined in Policy 4.14](#)).

SUA PROCEDURE

The SUA shall review the waiver request and submit a written acceptance or denial within 15 days. If a waiver request is denied due to a lack of information, the SUA shall explain in writing that the AAA can resubmit it with additional information.

If the AAA provides a restaurant congregate meal program, the SUA shall review a sample of documentation for this service during annual monitoring.

AAA PROCEDURE

If an AAA chooses to implement a restaurant congregate meal program, the AAA shall complete a general waiver request requesting that the SUA waive any requirements that cannot be met by the program. The AAA cannot provide meals through the Restaurant Congregate Meal Program until this waiver has been approved.

1. In Section 1 of the waiver request, the AAA shall provide a written description of
 - a. How the program shall be provided.
 - b. The locations where the program shall be available.
 - c. How participants shall be prioritized if there is a waiting list.
 - d. How the program shall be monitored.
2. In Section 2 of the waiver request, the AAA shall explain how this program best serves eligible older adults with greatest economic and social need and why the regulations listed in Section A cannot be met.

If an AAA implements a restaurant congregate meal program, the AAA shall submit documentation for this program during annual monitoring.

While in the planning process, the AAA should communicate with the SUA. The AAA may use the following procedure to ensure that the Restaurant Congregate Meal Program meets all requirements.

- A. Initiate a strategic planning process.
 1. Get a planning team together. This may include internal staff such as dietitians, nutrition program staff, etc. This may also include external staff such as local restaurants, state restaurant associations, local grocery store leaders, current participants, community service providers, senior-focused entities, etc.
 2. Identify the expertise the team needs:
 - i. Knowledge of the local restaurant landscape
 - ii. Knowledge of community
 - iii. Marketing/communications and outreach expertise
 3. Host a strategy session with your team.
 4. Establish your target population.
- B. Conduct an environmental scan.
 1. Identify available restaurants; understand regional tastes, local expectations around portion sizes, and grocery stores with kitchens.
 2. Identify a range of reasonable meal costs across your local community. Review published menus and call local food retailers.
 3. Based on what you learned in the environmental scan, create a contract template.
- C. Engage potential contractors.
 1. Follow procurement procedures in 45 CFR Part 75 and 2 CFR 200 to find one or more restaurants to contract with.
 2. Find restaurants that serve meals within the desired price point or those willing to agree to a mutually beneficial price.
 3. Look to find partners in areas of need as well.
- D. Submit a general waiver request to DSDS for any CSRs that may need to be waived for the program.
- E. Create a monitoring plan for how the AAA shall determine risk, what monitoring shall include, and how risks, concerns, and lack of following the state and federal rules, statutes, and other requirements shall be handled.

- F. Create a voucher process that includes:
 1. A way to register participants for the program. This registration should ensure that the participant is eligible.
 2. A way for the participant to receive a voucher or ticket to access meals.
 3. A way to accept contributions from participants.
 4. A way to verify when the meal was provided and that it was provided to the registered participant.
 5. A way to reimburse the restaurant for only the meals that were provided through the program.
 6. How gratuity and purchasing extra meals or sides shall be handled by the restaurant.
- G. Work with the restaurant and the AAA's nutrition professional to create a menu that follows the OAA nutrition requirements through nutrition analysis or a menu pattern.
- H. Contract with the identified contractor. The contract should include, but is not limited to:
 1. A description of the voucher program that shall be used and any responsibilities of the contractor associated with it.
 2. When meals are available and how eligible participants can access them.
 3. The reimbursement rate per meal.
 4. The dietary guidelines and approval process for menus.
 5. All regulations that the restaurant shall be required to follow.
 6. Any additional services the restaurant shall provide or allow to be provided on location (i.e. nutrition education, presentations, etc.).
 7. Requirements for communication with the AAA.
 8. Requirements for invoicing and payment.
- I. Launch pilot.
 1. Communicate with the restaurant regularly to ensure the program is running according to the contract.
 2. Track data from the program.
- J. Monitoring
 1. Monitor all involved parties (restaurant, community partners who are helping with vouchers, etc.) at least annually to ensure that all general and nutrition services requirements are being met.
 2. Additional monitoring should include monthly reports, periodic site visits, and participant feedback review/surveys.

4.2 Home-Delivered Meals

POLICY

(Reference: [45 CFR 1321.87\(a\)\(2\)](#), [19 CSR 15-4.240](#), [19 CSR 15-4.245](#) and [19 CSR 15-4.250](#))

Home-delivered meals are meals meeting the nutrition requirements ([outlined in Policy 4.9.1](#)) provided under Title III, part C-2 by a qualified nutrition service provider to eligible individuals (see [19 CSR 15-4.240\(5\)](#)) and consumed at the individual's residence or otherwise outside of a congregate setting. Home-delivered meals shall meet meal availability requirements ([outlined in Policy 4.15](#)) and nutrition risk requirements ([outlined in Policy 4.14](#)).

SUA PROCEDURE

When reviewing the area plan submissions, the SUA shall confirm that home-delivered meals are included, and all necessary information is included. If any sections are incomplete or improperly completed, the area plan shall not be accepted.

During annual programmatic monitoring, the SUA shall confirm that home-delivered meals are included in the AAA's area plan.

During the monthly services and expenditure report (MSER) review, SUA staff shall ensure that if units reported as home-delivered meals are paid using OAA funding, the funding is from Title III C-2.

AAA PROCEDURE

Each AAA shall include home-delivered meals as a service in its area plan and mark the congregate nutrition sites that also provide home-delivered meals in its area plan. If home-delivered meals are provided by a contracted service provider, the AAA shall include the contractor(s) on the area plan. If home-delivered meals are provided directly by AAA staff, the AAA shall select Home-Delivered Meals on the Preapproved Direct Services form.

4.3 Carryout Meals Funded through Title III C-1 (Congregate Meal Funding)

POLICY

(Reference: [45 CFR 1321.87\(a\)\(2\)](#))

A carryout meal is a meal that a non-homebound participant receives at a congregate setting but does not consume in the congregate setting. This can include drive-thru and to-go meals. Carryout meals funded through Title III C-1 can only be provided if it is included as part of an approved State Plan ([45 CFR 1321.27](#)) or State plan amendment ([45 CFR 1321.31\(a\)](#)). Carryout meals funded through Title III C-1 shall meet [Policy 4.9.1](#) Nutrition Requirements for Meals, [Policy 4.14](#) Nutrition Risk requirements, and [45 CFR 1321.65\(b\)\(10\)](#).

SUA PROCEDURE

The SUA shall submit a state plan amendment to include Carryout – Congregate. ([45 CFR 1321.87\(a\)\(1\)\(i\)](#)) Carryout – Congregate cannot be funded through OAA Title III C-1 funding until the State Plan amendment allowing this service has been approved by ACL. Once the SUA has received ACL approval, the AAAs will be notified.

The SUA shall review each general waiver request and submit a written acceptance or denial within 15 days. If a waiver request is denied due to a lack of information, the SUA shall explain in writing that the AAA can resubmit it with additional information.

If the AAA provides carryout meals funded through Title III C-1, the SUA shall review a sample of documentation for this service during annual monitoring.

AAA PROCEDURE

If an AAA chooses to provide carryout meals using Title III C-1 funding, it shall complete a general waiver request requesting that the SUA waive the congregate or group setting requirement in [19 CSR 15-4.010\(24\)](#). The AAA cannot provide carryout meals using Title III C-1 funding until this waiver has been approved and carryout meals using Title III C-1 funding have been added to the Missouri State Plan on Aging.

1. In Section 1 of the waiver request, the AAA shall provide a written description of
 - i. How the Carryout – Congregate program shall be provided. Including,
 - Evidence, using participation projections based on existing data, that provision of such meals will enhance and not diminish the congregate meals program, and a commitment to monitor impact on congregate meals program participation.
 - Description of how provision of such meals will be targeted to reach those populations identified as in greatest economic need and greatest social need.
 - Description of the eligibility criteria for service provision.
 - Evidence of consultation with nutrition and other direct services providers, other interested parties, and the public regarding the need for and provision of such meals; and
 - Description of how provision of such meals will be coordinated with nutrition and other direct services providers and other interested parties.
 - How the carryout meals will complement the congregate program
 - In what situations the Carryout – Congregate program shall be offered.
 - How the funding shall be tracked to ensure that no more than 25% of Title III C-1 funding is used for the Carryout – Congregate program

- ii. The locations where the Carryout – Congregate program shall be available.
 - iii. How participants shall be prioritized if there is a waiting list.
2. In Section 2 of the waiver request, the AAA shall explain how offering a carryout meals program best serves eligible older adults with greatest economic and social need.

If the general waiver request to provide carryout meals is approved,

- A. The AAA shall include Carryout – Congregate in its area plan.
- B. The meal units shall be counted as Carryout – Congregate. If OAA funding is used to provide the carryout meals, Title III C-1 funding shall be used.
- C. All Carryout – Congregate participants shall have the opportunity to complete the DETERMINE your Nutritional Health Checklist at least annually.
- D. If a waitlist is established for congregated meals, the AAA shall create a prioritization tool to prioritize congregated meal recipients over Carryout - Congregate participants.

4.4 Carryout Meals Funded through Title III C-2 (Home-Delivered Funding)

POLICY

(Reference: [45 CFR 1321.87\(a\)\(2\)](#))

A carryout meal is a meal that a non-homebound participant receives at a congregated setting but does not consume in the congregated setting. This can include drive-thru meals and to-go meals. Carryout meals funded through Title III C-2 shall meet [Policy 4.9.1](#) Nutrition Requirements for Meals and [Policy 4.14](#) Nutrition Risk.

SUA PROCEDURE

The SUA shall review the general waiver request and submit a written acceptance or denial within 15 days. If a waiver request is denied due to a lack of information, the SUA shall explain in writing that the AAA can resubmit it with additional information.

If the AAA provides carryout meals funded through Title III C-2, the SUA shall review a sample of documentation for this service during annual monitoring.

AAA PROCEDURE

If an AAA chooses to provide carryout meals using Title III C-2 funding, it shall complete a general waiver request requesting that the SUA waive the homebound requirement for eligibility listed in [CSR 19 15-4.240\(5\)\(B\)](#). The AAA cannot provide carryout meals using Title III C-2 funding until this waiver has been approved.

- 1. In Section 1 of the waiver request, the AAA shall provide a written description of
 - i. How the carryout meal program shall be provided.
 - ii. The locations where carryout meals shall be available.
 - iii. How participants shall be prioritized if there is a waiting list. This shall include higher prioritization of homebound clients. Prioritization of wait lists should also prioritize those with the greatest social and economic needs. *
- 2. In Section 2 of the waiver request, the AAA shall explain how offering a carryout meals program best serves eligible older adults with greatest economic and social need.

If the general waiver request to provide carryout meals using Title III C-2 funding is approved,

- A. The AAA shall include Carryout – HDM in its area plan.
- B. The meal units shall be counted as Carryout – HDM. If OAA funding is used to provide the carryout meals, Title III C-2 funding shall be used.
- C. All Carryout – HDM participants shall complete the DETERMINE your Nutritional Health Checklist at least annually.
- D. If a waitlist is established for HDMs, the AAA shall prioritize participants who are homebound over participants who are not homebound and receive Carryout – HDMs.

*Sample prioritization tool (Each AAA may choose to use this tool or may choose to create its own)

Home Delivered Meal Prioritization Tool

1. Are you able to get to the congregate meal site? Yes _____ (0 points) No _____ (2 points)
2. Are you comfortable eating in a congregate setting? Yes _____ (0 points) No _____ (1 point)
3. DETERMINE Score: 0-2 _____ (0 points) 3-5 _____ (1 point) 6+ _____ (2 points)

Total Points: _____

Participants with higher points receive higher priority for HDMS.

4.5 Nutrition Education

POLICY

(Reference: [45 CFR 1321.87](#), [19 CSR 15-4.240](#) and [19 CSR 15-4.245](#))

Nutrition education is information that provides individuals with the knowledge and skills to make healthy food and beverage choices. Nutrition education shall be provided in accordance with the AAA policy and procedure and based on the needs of meal participants. If nutrition education is provided with OAA funding, the funding shall be through Title III B. The service unit shall be one session. Examples of one session include a specific handout (this is one unit, regardless of how many participants receive it), one group presentation (this is one unit, regardless of how many participants attend), or one virtual presentation (this is one unit, regardless of how many participants attend and/or watch the recording). An estimated audience size will be reported for Nutrition Education on an annual basis.

SUA PROCEDURE

During annual programmatic monitoring, the SUA shall review the AAA's Nutrition Education policy and procedure.

AAA PROCEDURE

Each AAA shall submit its Nutrition Education Policy and Procedure as part of annual programmatic monitoring. The policy and procedure shall explain how nutrition education shall be provided in the PSA (including how it shall be funded), how often it should be conducted, who should conduct it, and whether the AAA has established any additional requirements.

4.6 Nutrition Counseling

POLICY

(Reference: [45 CFR 1321.87](#))

Nutrition counseling is a standardized service as defined by the Academy of Nutrition and Dietetics (AND) that provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal.

Each AAA shall have a policy and procedure explaining how it will provide access to nutrition counseling in its PSA.

- If nutrition counseling is provided by the AAA directly or through a contracted service provider, the method of provision shall be outlined in the AAA policy and procedure. If nutrition counseling is provided with OAA funding, then Title III B shall be used.
- If nutrition counseling is not provided by the AAA directly or through a contracted service provider, the AAA policy and procedures shall explain how the AAA will provide access to nutrition counseling. This may be done through referrals, information and assistance, or other methods. The methods shall be outlined in the policy and procedure.
- Access to and provision of nutrition counseling shall be based on the needs of meal participants.

SUA PROCEDURE

During annual programmatic monitoring, the SUA shall review the AAA's Nutrition Counseling Policy and Procedure.

AAA PROCEDURE

Each AAA shall submit its Nutrition Counseling Policy and Procedure as part of annual programmatic monitoring. The policy and procedure shall explain how nutrition counseling shall be provided in the PSA and who shall provide it. Nutrition counseling may be provided directly, through a contracted service provider, or through a community referral.

4.7 Other Nutrition Services

POLICY

(Reference: [45 CFR 1321.87](#) and [19 CSR 15-4.240](#))

Other nutrition services include additional services that may be provided to meet the nutritional needs or preferences of eligible participants, such as weighted utensils, supplemental foods, oral nutrition supplements ([Policy 4.8](#)), or groceries.

SUA PROCEDURE

SUA fiscal staff shall ensure that if other nutrition services are funded using OAA, they are funded using Title III B.

AAA PROCEDURE

If an AAA provides other nutrition services through OAA funding, they shall be funded using Title III B.

4.8 Oral Nutrition Supplements

POLICY

(Reference: [45 CFR 1321.87](#))

If an AAA chooses to provide oral nutrition supplements (ONS) to participants using OAA funding, the AAA shall follow the Oral Nutrition Supplements Procedure. ONS include liquid nutrition supplements, powdered nutrition supplements that must be mixed with milk or water, and any other nutrition supplements that are not classified as conventional, prepared foods. ONS does not include nutritional supplements in pill, capsule, or tablet form.

SUA PROCEDURE

The SUA shall review the use of oral supplements during the annual monitoring of the AAAs.

AAA PROCEDURE

ONS may be purchased using Title III C, Title III B, or Title III E funds. The chart below provides guidance on when ONS can be provided, what OAA funding sources are allowable, how to count the units and expense, and whether the ONS can be counted as part of a meal unit. ONS by itself is never counted as an NSIP meal unit. If the ONS is provided as part of a meal, in certain situations (see chart), the ONS + the meal may be counted as one meal unit.

Situation	Allowable Funding Source	How to Count the Units and Expense	NSIP
Provide ONS to a participant who is not receiving congregate or HDMs	III B	Each ONS would be counted as one unit of other service*	This would not count as an NSIP meal
Provide ONS to a participant who is receiving congregate or HDMs (not part of a meal)	III B	Each ONS would be counted as one unit of other service*	This would not count as an NSIP meal
Provide ONS as an option to replace a liquid portion of a congregate or HDM. The meal + original liquid must meet DRIs and DGAs	III C	The cost of the ONS would be added to the meal cost it is being provided with. The ONS would be included in the unit for the meal	The ONS + the meal would count as one NSIP meal
Provide ONS to a caregiver	III E	The ONS would be counted under supplemental services**	This would not count as an NSIP meal

*ONS is considered consumable supplies in the other services definition.

**ONS is considered consumable supplies in the supplemental services (Caregiver) definition.

4.9 Menu Planning

4.9.1 Nutrition Requirements for Meals

POLICY

(Reference: [19 CSR 15-4.245](#))

Each Title III C meal provided by an AAA or nutrition services contractor shall meet the nutrition requirements in [OAA Sec. 339\(2\)\(A\)](#), [45 CFR 1321.87](#), and [19 CSR 15-4.245\(6\)](#). This applies to home-delivered meals, congregate meals, and carryout meals.

Nutrition services providers shall demonstrate compliance with the nutrition requirements by using computer nutrient analysis software or a meal pattern.

Meals created using nutrient analysis shall meet the following requirements. Targets may be met as a monthly average, with the flexibility to be within the acceptable range specified. Acceptable ranges are based on a +/- 10% deviation from the DRI target amount.

Nutrient	Target Value (1/3 DRI)	Acceptable Range
Calories	600 calories	540-660 calories
Protein	17 g	≥ 15.3 g
Carbohydrate	82.5 g	67.5-97.5 g*
Fiber	8 g	≥ 7.2 g
Fat	20-35% of total calories	18-38.5% of total calories
Saturated Fat	< 10% of total calories	< 11% of total calories
Calcium	400 mg	≥ 360 mg
Sodium	766 mg	≤ 1100 mg
Potassium	1000 mg	≥ 900 mg
Vitamin B-12	0.8 mcg	≥ 0.72 mcg
Vitamin D	200 iu	≥ 180 iu

*Acceptable range based on AMDR 45-65%

Meals created with a meal pattern shall meet the following requirements. Each meal must meet the requirements on its own with no weekly or monthly averaging.

Component	Dairy	Protein	Fruits/Vegetables	Grains
Required amount per meal	One one-cup equivalent	Two to three one-ounce equivalents	One to two one-cup equivalents	One to two one-ounce equivalents
Examples	Examples of a one-cup equivalent: 1 cup milk 1 cup yogurt 1 cup fortified soymilk 1.5 ounces of natural cheese such as cheddar 2 ounces of processed cheese.	Examples of a one-ounce equivalent: 1-ounce lean meats 1-ounce poultry 1-ounce seafood 1 egg ¼ cup cooked beans ¼ cup cooked tofu 1 tablespoon nut or seed butter ½ ounce nuts ½ ounce seeds	Examples of a one-cup equivalent: 1 cup raw vegetable 1 cup raw fruit 1 cup cooked vegetable 1 cup cooked fruit 1 cup vegetable juice 1 cup fruit juice 2 cups leafy salad greens ½ cup dried fruit ½ cup dried vegetable	Examples of a one-ounce equivalent: ½ cup cooked rice ½ cup cooked pasta ½ cup cooked cereal 1-ounce dry pasta 1-ounce dry rice 1 medium (1-ounce) slice of bread 1 medium (1 ounce) tortilla 1 medium (1 ounce) flatbread 1 ounce of ready-to-eat cereal (about 1 cup of flaked cereal)
Additional requirements and explanation	A. The use of nonfat or low-fat products is recommended to control the total fat content of the meal. B. Dairy may include lactose-free dairy options. C. Other products sold as “milk” but made from plants (e.g., almond, rice, coconut, oat, and hemp “milk”) may contain calcium and be consumed as a source of calcium, but they are not included as part of the dairy group because their overall nutritional content is not similar to dairy milk and fortified soy beverages.	D. Legumes (beans and peas) may be considered part of this group OR the vegetable group, but not both groups simultaneously. E. The use of low-sodium protein products is encouraged.	F. Legumes (beans and peas) may be considered part of this group OR the protein group, but not both groups simultaneously. G. A variety of vegetables from all sub-groups is strongly recommended (dark green, red & orange, legumes, starchy, other). H. The use of no to low-sodium frozen, fresh, and canned vegetables is encouraged.	I. Whole grains must be offered at least 5 times per week. For meal programs serving less than 5 days per week, half of grains offered shall be whole grains.

SUA PROCEDURE

A sample of this documentation shall be reviewed during annual monitoring conducted by the SUA.

AAA PROCEDURE

Per [19 CSR 15-4.245\(6\)\(D\)](#), the nutrition professional retained by the AAA shall at least annually review and certify that all menus meet the requirements in [19 CSR 15-4.245\(6\)](#). The nutrition professional shall use the nutrient analysis or meal pattern requirements provided in the Nutrition Requirements for Meals Policy. The AAA shall submit the method used for review, the nutrition professional's credentials, and the certified menus that are requested as part of annual monitoring. The same individual may create, review, and certify the menus.

4.10 Choice

POLICY

(Reference: [19 CSR 15-4.245](#))

Nutrition providers are encouraged to provide opportunities for choice in their menus.

Ways that choice may be offered include providing more than one meal during meal service, providing more than one component that participants can choose from (e.g. chicken and pork or lima beans and broccoli), or allowing participants to pre-select meals from a list.

SUA PROCEDURE

The SUA shall review a sample of menu planning documentation during its annual monitoring. If the sample requested includes more than one menu offered on the same day, the SUA shall review all menus offered.

AAA PROCEDURE

If more than one menu item is offered, then the item with the lower nutrient value shall be counted toward the monthly nutrient average in computer analysis. If using a meal pattern, then both meals must meet the guidelines.

Each AAA shall retain documentation demonstrating that all meals meet the nutrition requirements in [policy 4.9](#). If this documentation is part of the sample requested for annual monitoring, the AAA shall provide the documentation to the SUA.

4.11 Offer versus Serve

POLICY

(Reference: [Nutrition and Aging Resource Center - Salad Bar Guide](#))

The nutrition program shall offer participants all menu items; however, participants may decline to accept any element of the planned meal.

SUA PROCEDURE

A sample of menu planning documentation shall be reviewed during SUA's annual monitoring. This review shall be based on the menu offered, regardless of whether the participant accepted all portions of the meal.

AAA PROCEDURE

- A. **When serving cafeteria-style:** Participants shall be offered each component of the meal. Participants may refuse any component of the meal; however, additional servings of a different component shall not be offered. For example, a vegetable may be replaced with another vegetable but could not be replaced with a protein or dairy.
- B. **When serving restaurant-style:** Participants shall be offered the complete meal. Participants may request certain items be left off their meal.
- C. **When serving family-style:** Participants shall have access to the complete meal. Serving utensils that encourage portion control shall be used. Participants do not have to select each component of the meal.
- D. **When offering a self-serve salad bar as a side option:** Nutrition providers shall use a meal pattern to demonstrate compliance with the meal. Participants shall be provided with a smaller dish. Serving utensils that encourage portion control shall be used. Self-serve salad bars offered as a side option shall include enough offerings for the participant to choose at least two servings of fruit and/or vegetables. Additional options should be considered in combination with the entrée. For example, if only one serving of grain was offered with the entrée, then a grain option may be included on the salad bar.
- E. **When offering a self-serve salad bar as a meal option:** Nutrition providers shall use a meal pattern to demonstrate compliance with the meal. Participants shall be provided with a full-size dish. Serving utensils that encourage portion control shall be used. Self-serve salad bars offered

as a meal option shall include enough offerings for the participant to choose a meal that meets the requirements of the meal pattern (one serving of dairy, two to three ounces of protein, two to three servings of fruits and vegetables, and one to two servings of grains). Participants shall be provided examples of options that meet the nutritional requirements. This can be posted on the buffet or provided as a handout to the participants.

- F. **When offering a self-serve buffet as a meal:** Nutrition providers shall use a meal pattern to demonstrate compliance with the meal. Dishes and serving utensils that encourage portion control shall be used. Self-serve buffets shall include enough offerings for the participant to choose a meal that meets the requirements of the meal pattern (one serving of dairy, two to three ounces of protein, two to three servings of fruits and vegetables, and one to two servings of grains). Participants shall be provided examples of options that meet the nutritional requirements. This can be posted on the buffet or provided as a handout to the participants.

4.12 Special Menus

POLICY

(Reference: [19 CSR 15-4.245\(7\)](#))

AAAs shall have a policy that addresses under what circumstances special menus shall be provided and how they shall determine what is reasonable.

SUA PROCEDURE

The SUA shall review the AAA's policy related to special menus during annual monitoring.

AAA PROCEDURE

The AAA shall provide its policy related to special menus during annual monitoring from the SUA.

4.13 Culturally Appropriate Meals

POLICY

(Reference: [19 CSR 15-4.245\(7\)](#))

Each AAA shall have a written policy addressing adjusting meals for cultural considerations and preferences.

SUA PROCEDURE

The SUA shall review this policy during annual monitoring.

AAA PROCEDURE

Each AAA shall submit its written policy during annual monitoring.

4.14 Nutrition Risk

POLICY

(Reference: [OAAPS](#) and [Missouri State Plan on Aging 2024-2027](#))

The AAA or nutrition service provider shall conduct the [DETERMINE your Nutrition Health checklist](#) at least annually for all participants receiving home-delivered meals. The AAA or nutrition service provider shall offer to conduct the [DETERMINE your Nutrition Health checklist](#) annually for all congregate meal participants.

SUA PROCEDURE

The SUA shall review nutrition risk data from AgingIS, Mon Ami, or any other data system the AAA is using to track data as part of annual monitoring.

AAA PROCEDURE

For home-delivered meal participants, the [DETERMINE your Nutrition Health checklist](#) shall be conducted during intake before the participant begins receiving meals and at least once every twelve months after intake if the participant is receiving home-delivered meals. Participants must complete the [DETERMINE your Nutrition Health checklist](#) to participate in the home-delivered meal program.

For congregate meal participants, the [DETERMINE your Nutrition Health checklist](#) shall be offered within one week of the participant's first meal and at least once every twelve months after their first meal as long as the participant is participating in the congregate nutrition program. Congregate meal participants may refuse the [DETERMINE your Nutrition Health checklist](#) and still participate in the congregate meal program.

For all home-delivered and congregate meal participants who complete the DETERMINE your Nutrition Health checklist, the score, and date of assessment shall be recorded in AgingIS, Mon Ami, or any other system the AAAs are using to track data. AAAs shall have a procedure for responding to a participant with a high nutrition risk score. This could include providing assistance applying for food assistance, providing nutrition education, providing nutrition counseling, or helping the participant plan to discuss their nutrition risk with their medical provider.

For all congregate meal participants who refuse to complete the DETERMINE your Nutrition Health checklist, the date of refusal shall be recorded in AgingIS, Mon Ami, or any other system the AAAs are using to track data.

4.15 Meal Availability Requirements

4.15.1 Congregate Meal Availability Requirements

POLICY

(Reference: [45 CFR 1321.87\(b\)](#) and [19 CSR 15-4.245\(12\)\(C\)\(1\)](#))

AAAs shall provide congregate meals at least five days a week at each congregate meal site. If the congregate meal site does not provide meals at least five days a week, the AAA shall submit a waiver that explains why meals shall not be provided five days a week and how access to additional meals shall be provided.

SUA PROCEDURE

When the SUA reviews the area plan, SUA staff shall confirm that any congregate site that is not providing a congregate meal at least five days per week has an approved general waiver request.

AAA PROCEDURE

Each AAA shall provide information about the days per week that a congregate meal is provided at each congregate site in the area plan. If congregate meals are not provided at least five days a week at a congregate meal site, the AAA shall submit a general waiver request explaining why it is not feasible to provide congregate meals five days per week at that site and how participants can access additional meals if the participant needs additional meals.

4.15.2 Home-Delivered Meal Availability Requirements

POLICY

(Reference: [45 CFR 1321.87\(b\)](#) and [19 CSR 15-4.245\(12\)\(C\)\(1\)](#))

AAAs shall provide access to at least five home-delivered meals a week to participants in the home-delivered meal program. The number of deliveries each week is irrelevant, if the participant has access to at least five meals per week. A participant may request fewer meals per week. The AAA may establish policies and procedures to provide additional meals based on need.

SUA PROCEDURE

The SUA shall review a sample of home-delivered meal data during annual monitoring.

AAA PROCEDURE

Each AAA shall submit a sample of home-delivered meal data during annual monitoring.

4.16 Meal Cost

POLICY

(Reference: [2 CFR 200.404](#))

Each AAA shall use the [Missouri AAA Meal Cost Calculation Sheet](#) to determine meal cost in its PSA. Each AAA shall have a completed [Missouri AAA Meal Cost Calculation Sheet](#) for congregate meals which will be used as the average cost to provide a meal. AAAs that have contracted centers shall have meals cost calculation sheets for meals provided at each senior center or other congregate meal location in its PSA. If a nutrition services provider provides congregate meals and home-delivered meals, the AAA shall have a completed [Missouri AAA Meal Cost Calculation Sheet](#) for congregate meals and a completed [Missouri AAA Meal Cost Calculation Sheet](#) for home-delivered meals.

Each AAA shall submit an updated [Missouri AAA Meal Cost Calculation Sheet](#) annually during the monitoring process. The updated sheet shall have a start date so that when the SUA monitors, the meal cost for each period is known.

AAAs who procure prepared meals shall include in the request for bids a requirement that the applicant specifies how the cost of the meal was determined.

SUA PROCEDURE

During annual monitoring, the SUA shall review the meal cost policy and procedure and review the meal cost documentation for the sample provider(s). During annual monitoring, the SUA shall verify that the AAA is using the meal cost determined using the Missouri AAA Meal Cost Calculation Sheet for all congregate and home-delivered meal expenses being monitored.

AAA PROCEDURE

The AAA shall provide the written policy and procedure for meal cost for all meals provided in its PSA during annual monitoring. The AAA shall provide the meal cost and how it was calculated for the senior center sample that was selected for annual monitoring (for AAAs with direct centers they can use one sheet that includes the average cost of meals across their centers. For AAAs with contracted meal sites and centers, each contracted center or meal site should have individual meal cost calculation sheets completed to show the average cost to provide a meal. During annual monitoring of direct centers or contracted services providers each year, the AAA shall confirm that the meal cost being billed by its centers or contracted service providers is still accurate, and that the center or contracted service provider is using the correct meal cost in its billing to the AAA.

AAAs shall include a requirement in all requests for bids, quotes, etc. that the applicant include a breakdown of costs in the response to demonstrate how the cost of the meal was determined. During annual monitoring, the SUA shall verify that the AAA monitored the contracted service provider to ensure that the contracted service provider is billing the correct cost to the AAA as outlined in the contract with its service provider.



Section 5 - Title III D Evidence-Based Disease Prevention and Health Promotion Programs

5.1 Providing Evidence-Based Disease Prevention and Health Promotion Programs using Title III D Funding

POLICY

(Reference: [45 CFR 1321.89 \(a\)](#))

AAAs shall use OAA Title III D funding to provide evidence-based disease prevention and health promotion programs. A list of allowable and unallowable costs can be found in [Attachment J](#). A program shall be considered evidence-based if it meets one of the following requirements:

- The program is listed on the [National Council on Aging's \(NCOA\) Evidence-Based Programs list](#)
- The program has an approved Application for State Approval for OAA Title III D Funding for Evidence-Based Programs. ([See Policy 5.2](#))

Each program shall be included in the AAA's area plan before the AAA starts providing the program to participants.

SUA PROCEDURE

When reviewing area plan submissions, the SUA shall search NCOA's website to confirm that each program that a AAA plans to provide using OAA Title III D funding is listed as an evidence-based program on NCOA's Evidence-Based Programs list. If a program is not listed on the NCOA's website, the SUA shall confirm that an Application for State Approval for OAA Title III D Funding for Evidence-Based Programs has been submitted and approved. If a program is not on NCOA's Evidence-Based Programs list, and an application has not been submitted and approved, then the area plan shall not be accepted.

During annual programmatic monitoring, the SUA shall confirm that all programs that the AAA provided using OAA Title III D funding are listed on the NCOA's Evidence-Based Programs list or have an approved Application for State Approval for OAA Title III D Funding for Evidence-Based Programs. The SUA shall confirm that all programs that the AAA provided using Title III D funding are listed on the AAA's Area Plan.

During the monthly services and expenditure report (MSER) review, SUA staff shall confirm that all evidence-based program units billed to Title III D are for programs listed on the AAA's Area Plan.

AAA PROCEDURE

Each AAA shall include all evidence-based programs that it intends to provide using Title III D funding on its area plan. For each program, the AAA shall indicate that the program can be found on NCOA's Evidence-Based Programs list or has been approved at the State level. If the program will be provided by a contracted services provider, the AAA shall include the contractor(s) in the area plan. If the program is provided directly by AAA staff, the AAA shall select III D Services on the Preapproved Direct Services Waiver. If a AAA plans to provide a new program during an approved area plan cycle, the AAA will need to submit an area plan amendment that includes the new program.

5.2 State Approval for Evidence-Based Programs

POLICY

(Reference: [45 CFR 1321.89](#) and State Specific Policy)

If an evidence-based disease prevention and health promotion program is not listed on NCOA's Evidence-Based Programs list, a Missouri AAA may submit an Application for State Approval for OAA Title D Funding for Evidence-Based Programs. The SUA shall approve or deny any Application for State

Approval for OAA Title III D Funding for Evidence-Based Programs that is submitted by a Missouri AAA. If the application is denied, the program cannot be provided using Title III D funding. If the application is approved, any AAA in Missouri can provide the program using Title III D funding once the AAA has included the program in its approved area plan.

SUA PROCEDURE

A senior program specialist in the SUA shall receive the application and work with the AAA to ensure that it is fully complete and includes all required information. The senior program specialist shall review the application, complete the information on page 6, and sign and date on page 7. The senior program specialist shall provide the application to the Bureau of Senior Programs Bureau Chief, the DSDS Deputy Director, and the DSDS Director for review. The application may be denied at any point in the review. Final approval shall come from the DSDS Deputy Director and DSDS Director. The senior program specialist shall inform the AAA in writing if the program has been approved or denied.

AAA PROCEDURE

The Application for State Approval for OAA Title III D Funding for Evidence-Based Programs can be found on this link <https://stateofmissouri.app.box.com/folder/283521823088?v=IIIDApplication>. The AAA shall complete the applicable sections of the application (pages 1-4) and submit the completed application to the SUA. The AAA shall work with SUA staff to ensure that the application is fully completed and includes all required information. If the application is denied, the program cannot be provided using Title III D funding. If the application is approved, any AAA in Missouri can provide the program using Title III D funding once the AAA has included the program in its approved area plan.



Section 6 – Title III E - National Family Caregiver

6.1 Caregiving Services Eligibility

POLICY

(Reference: [Older Americans Act](#) and [45 CFR Part 1321.91](#))

Family caregiver support services are community-based interventions set forth in Title III, part E of the OAA, which meet standards set forth by the ASA and which may be informed using an evidence-informed or evidence-based caregiver assessment, including:

- (1) Information to family caregivers about available services via public education.
- (2) Assistance to family caregivers in gaining access to the services through:
 - (i) Individual information and assistance; or
 - (ii) Case management or care coordination.
- (3) Individual counseling, organization of support groups, and/or caregiver training to assist family caregivers in those areas in which they provide support, including health, nutrition, complex medical care, and financial literacy, and in making decisions and solving problems relating to their caregiving roles.
- (4) Respite care to enable family caregivers to be temporarily relieved from their caregiving responsibilities; and
- (5) Supplemental services, on a limited basis, to complement the care provided by family caregivers. State agencies and AAAs shall define “limited basis” for supplemental services and may consider limiting units, episodes or expenditure amounts when making this determination.

To provide services listed in paragraphs (4) and (5) of this section to family caregivers of adults aged 60 and older or of individuals of any age with Alzheimer’s disease or a related disorder, the individual for whom they are caring must be determined to be functionally impaired because the individual:

- (1) Is unable to perform at least two activities of daily living without substantial assistance, including verbal reminding, physical cueing, or supervision.
- (2) At the option of the SUA, is unable to perform at least three such activities without such assistance; or
- (3) Due to a cognitive or other mental impairment, requires substantial supervision because the individual poses a serious health or safety hazard to themselves or others.

All funds provided under Title III, part E of the OAA must be distributed within a State pursuant to [45 CFR 1321.49](#) or [1321.51](#).

SUA PROCEDURE

The SUA shall ensure that there is a plan to provide each of the service categories authorized under this part in each PSA.

The SUA shall ensure that caregiver services are available statewide to all four subgroups of eligible participants.

AAA PROCEDURE

Each AAA shall ensure that it has a plan to provide each of the services authorized under this part in its PSA. This can include directly providing services with an approved waiver from the SUA, providing the services through contracted service providers, or working with other AAAs to ensure eligible members in the PSA have access to each of the services through a shared program.

Each AAA shall make family caregiver services available to each of the four subgroups of eligible participants.

Each AAA shall have a policy and procedure to define “limited basis” for family caregiver supplemental services and a way to track services provided to ensure that they are meeting their definition.



Section 7 - Legal Assistance Developer (LAD)

POLICY

(Reference: [45 CFR 1321.301](#) and [45 CFR 1324.303](#))

In accordance with section 731 of the OAA ([42 U.S.C. 3058j](#)), the SUA shall designate an individual who shall be known as a State Legal Assistance Developer, and other personnel, sufficient to ensure:

- (1) State leadership in securing and maintaining the legal rights of older individuals.
- (2) State capacity for coordinating the provision of legal assistance, in accordance with section 102(23) and (24) and consistent with section 102(33) of the OAA ([42 U.S.C. 3002\(23\)](#), [\(24\)](#), [\(33\)](#)), to include prioritizing such services provided to individuals with greatest economic need, or greatest social need;
- (3) State capacity to provide technical assistance, training, and other supportive functions to AAAs, legal assistance providers, Long-Term Care Ombudsman programs, adult protective services, and other service providers under the OAA.
 - (i) The Legal Assistance Developer shall utilize the trainings, case consultations, and technical assistance provided by the support and technical assistance entity established pursuant to section 420(c) of the OAA ([42 U.S.C. 3032i\(c\)](#)).
 - (ii) [Reserved]
- (4) State capacity to promote financial management services to older individuals at risk of guardianship, conservatorship, or other fiduciary proceedings.
 - (i) In so doing, the Legal Assistance Developer shall take into consideration promotion of activities to increase awareness of and access to self-directed financial management services and legal assistance; and;
 - (ii) The Legal Assistance Developer shall also take into consideration promotion of activities that proactively enable older adults and those they designate as decisional supporters through powers of attorney, health care proxies, supported decision making and similar instruments or approaches to be connected to resources and education to manage their finances and the decisions they make about their lives so as to limit their risk for guardianship, conservatorship, or more restrictive fiduciary proceedings.
- (5) State capacity to assist older individuals in understanding their rights, exercising choices, benefiting from services and opportunities authorized by law, and maintaining the rights of older individuals at risk of guardianship, conservatorship, or other fiduciary proceedings.
 - (i) In so doing, the Legal Assistance Developer shall take into consideration engaging in activities aimed at preserving an individual's rights or autonomy, including, but not limited to, increasing awareness of and access to least-restrictive alternatives to guardianship, conservatorship, or more restrictive fiduciary proceedings, such as supported decision making, and legal assistance.
 - (ii) In so doing, the Legal Assistance Developer shall adhere to the restrictions contained in section 321(a)(6)(B)(i) of the OAA ([42 U.S.C. 3030d\(a\)\(6\)\(B\)\(i\)](#)) regarding the involvement of legal assistance providers in guardianship proceedings, and shall apply these restrictions to conservatorship and other fiduciary proceedings.
 - (iii) In undertaking this activity, the Legal Assistance Developer shall take into consideration coordination of efforts with legal assistance providers funded under the OAA contracted by AAAs, any Bar Association Elder Law section, and other elder rights or entities active in the State.
- (6) State capacity to improve the quality and quantity of legal services provided to older individuals.

State plan. The activities designated by the SUA for the Legal Assistance Developer, in accordance with paragraphs (a)(1) through (6) of this section, shall be contained in the State plan, per section 307 of the OAA ([42 U.S.C. 3027](#)) and as set forth in [45 CFR 1321.27](#) of this chapter.

(d) Conflicts of interest.

- (1) In designating a Legal Assistance Developer, the SUA shall consider any potential conflicts of interest posed by any candidate for the role, and take steps to prevent, remedy, or remove such conflicts of interest.
- (2) In designating a Legal Assistance Developer, the SUA shall consider both organizational and individual interests that may impact the effectiveness and credibility of the work of the Legal Assistance Developer to coordinate legal assistance and work to secure, protect, and promote the legal rights of older adults in the State.
 - (i) This includes holding a position or performing duties that could lead to decisions that are or have the appearance of being contrary to the Legal Assistance Developer's duties as defined in this section and contained in the State plan as set forth in [45 CFR 1321.27](#) of this chapter.
 - (ii) [Reserved]
- (3) The SUA shall not designate as Legal Assistance Developer any individual who is:
 - (i) Serving as a director of adult protective services, or as legal counsel to adult protective services.
 - (ii) Serving as a State Long-Term Care Ombudsman, or as legal counsel to a State Long-Term Care Ombudsman Program.
 - (iii) Serving as a hearing officer, administrative law judge, trier of fact or counsel to these positions in an administrative proceeding related to the legal rights of older adults, such as one in which a legal assistance provider might appear.
 - (iv) Serving as legal counsel or a party to an administrative proceeding related to long-term care settings, including residential settings.
 - (v) Conducting surveys of and licensure certifications for long-term care settings, including residential settings, or serving as counsel or advisor to such positions.
 - (vi) Serving as a public or private guardian, conservator, or fiduciary or operating such a program, or serving as counsel to these positions or programs.
- (4) The SUA and the Legal Assistance Developer shall be responsible for identifying any other actual and potential conflicts of interest and circumstances that may lead to the appearance of a conflict of interest; identifying processes for preventing conflicts of interest and, where a conflict of interest has been identified, for removing or remedying the conflict.
- (5) The SUA shall develop and implement policies and procedures to ensure that the Legal Assistance Developer is not required or permitted to hold positions or perform duties that would constitute a conflict of interest.

SUA PROCEDURE

The SUA shall designate a LSD in the Bureau of Senior Programs that meets the criteria outlined above. In the event the LSD resigns, the Bureau Chief shall designate a temporary LSD until a new individual can be designated. The LSD or designated temporary LSD shall be free of conflicts of interest. The designated LSD shall have the knowledge, resources, and capacity to conduct the following activities:

- 1) Leadership in securing and maintaining the legal rights of older individuals.
- (2) Coordinating the provision of legal assistance to include prioritizing such services provided to individuals with greatest economic need, or greatest social need.
- (3) Providing technical assistance, training, and other supportive functions to AAAs, legal assistance providers, Long-Term Care Ombudsman programs, adult protective services, and other service providers under the OAA.
- (4) Promoting financial management services to older individuals at risk of guardianship, conservatorship, or other fiduciary proceedings.
- (5) Assisting older individuals in understanding their rights, exercising choices, benefiting from services and opportunities authorized by law, and maintaining the rights of older individuals at risk of guardianship, conservatorship, or other fiduciary proceedings.
- (6) Improving the quality and quantity of legal services provided to older individuals.

AAA PROCEDURE

N/A This is a SUA requirement.



Section 8 – Missouri’s State Plan on Aging

8.1 State Plan on Aging Process

POLICY

(Reference: [45 CFR 1321.9\(c\)\(3\)](#), [45 CFR 1321.25 \(a\)](#), and [19 CSR 15-4.040](#))

Every four years, the SUA shall write and publish a State Plan on Aging in accordance with the [OAA Section 307](#), [45 CFR 1321.25-29 and 33](#), guidance from ACL, and Missouri DHSS policies.

SUA PROCEDURE

Before drafting the State Plan on Aging, the SUA shall seek input from Divisions, Bureaus, and Offices within DHSS that work with older adults; the AAAs; needs assessment data from Area Plans; survey data from public input; other input from the public; and current data sources.

The SUA shall use this input and the most up to date guidance from ACL to create draft goals, outcomes, objectives, and strategies for the State Plan on Aging. The SUA shall share this draft with Divisions, Bureaus, and Offices within DHSS that shall be directly involved in State Plan on Aging and the AAAs. The SUA shall provide opportunities for these entities to provide feedback on the draft goals, outcomes, objectives, and strategies.

The SUA shall use the feedback on the draft goals, outcomes, objectives, and strategies to create a draft State Plan on Aging. The SUA shall share this draft with Divisions, Bureaus, and Offices within DHSS that shall be directly involved in the State Plan on Aging, the AAAs, and the ACL RA for Region VII. The SUA shall use any comments received to create the draft that shall be released for public comment.

The SUA shall use the feedback from public comment to create a final version of the State Plan on Aging that shall be submitted to the SUA Director, DHSS Director, and governor for final approval. Once the State Plan has been approved at the State level, the SUA shall submit the plan to ACL for approval and publication.

AAA PROCEDURE

Each AAA shall provide relevant input and feedback on Missouri’s State Plan on Aging at the request of the SUA. Each AAA shall have to opportunity to suggest new goals, outcomes, objectives, and strategies for the State Plan on Aging and to suggest modifications to the drafts each AAA receives for feedback.

8.2 Monitoring Progress on Missouri’s State Plan on Aging Outcomes, Objectives, and Strategies

POLICY

(Reference: [45 CFR 1321.27\(m\)](#))

The SUA shall develop and implement a qualitative and quantitative monitoring process for tracking progress on the outcomes, objectives, and strategies within the State Plan on Aging.

SUA PROCEDURE

The SUA shall use a tracking tool to monitor progress on the outcomes, objectives, and strategies within the State Plan on Aging. The SUA shall get progress updates from AAAs, relevant bureaus and offices within DHSS, and other responsible parties at least twice a year in relation to State Plan on Aging outcomes, objectives, and strategies.

AAA PROCEDURE

Each AAA shall provide the SUA with updates related to the outcomes, objectives, and strategies with the State Plan on Aging at least twice a year.

8.3 Monitoring of State Plan Assurances

POLICY

(Reference: [45 CFR 1321.9\(c\)\(2\)\(xvii\)](#))

The SUA shall monitor at least annually for compliance with the assurances listed in Missouri's State Plan on Aging.

SUA PROCEDURE

Starting on July 1, 2025, each year, by October 1st, the SUA shall complete a document that demonstrates compliance with all State Plan on Aging Assurances. If any assurances are not in compliance at the time of monitoring, the document shall have an explanation of how Missouri shall come into compliance.

AAA PROCEDURE

Each AAA shall submit any documents that are requested by the SUA to demonstrate compliance with State Plan on Aging Assurances.

8.4 Public Participation in the State Plan on Aging

Views of Older Individuals, Family Caregivers, Service Providers, and the Public

POLICY

(Reference: [45 CFR 1321.29\(a-b\)](#))

At least annually, the SUA shall obtain the views of older individuals, family caregivers, service providers, and the public. This information shall be used to develop and administer Missouri's State Plan on Aging

SUA PROCEDURE

The SUA shall conduct a virtual survey to obtain the views of older individuals, family caregivers, service providers, and the public annually. The survey shall also be available in alternative formats and other languages by request. Requests for additional formats and other languages can be submitted through email to MoStatePlanOnAging@health.mo.gov.

The SUA shall analyze additional data, such as the Behavioral Risk Factor Surveillance System (BRFSS), to get additional views from the populations. The data collected through the virtual survey and other data sources shall be used to develop and administer Missouri's State Plan on Aging.

AAA PROCEDURE

Each AAA shall share the SUA's virtual survey with older individuals, family caregivers, service providers, and the public.

8.5 Public Comment on Missouri's State Plan on Aging

POLICY

(Reference: [45 CFR 1321.29\(c-d\)](#))

The SUA shall release any new Missouri State Plan on Aging and any State Plan amendments requiring approval of the ASA for public review and comment for at least 30 calendar days. These documents shall be available in alternative formats and other languages if requested.

SUA PROCEDURE

The SUA shall submit draft language for a new Missouri State Plan on Aging or State Plan amendments requiring approval of the ASA to Missouri's Office of Public Information (OPI) for review. Once OPI has reviewed and approved the language, the SUA shall publish the link for the draft at <https://health.mo.gov/seniors/state-plan-aging.php>. The SUA shall share the link for public comment through email with at least the ten Missouri AAAs.

Public comments can be submitted through email to MoStatePlanOnAging@health.mo.gov. Requests for additional formats and other languages can be submitted through email to MoStatePlanOnAging@health.mo.gov.

Once the public comment period has ended, the SUA shall review the comments. The SUA shall include a description of how public comments were sought out and a summary of the comments received in Missouri's State Plan on Aging.

AAA PROCEDURE

Each AAA shall review the information that is available for public comment. Each AAA may share the information that is available for public comment with its aging network. Each AAA may provide public comments.

8.6 Requesting a Waiver of Public Comment Period

POLICY

(Reference: [45 CFR 1321.29\(c\)](#))

State agencies may request a waiver of the minimum period from the ASA during an emergency or when a time-sensitive action is otherwise necessary.

SUA PROCEDURE

If the SUA director determines that a waiver is necessary, the SUA shall contact the ACL RA for Region VII and request a waiver in writing. The SUA shall follow the guidance provided by ACL.

AAA PROCEDURE

N/A to AAAs

8.7 Amendments to the State Plan on Aging

8.7.1 Amendments that Require Prior Approval by the Assistant

Secretary for Aging

POLICY

(Reference: [45 CFR 1321.31\(b\)](#))

If a State Plan on Aging Amendment requires prior approval by the ASA in accordance with [45 CFR 1321.31\(a\)](#), the SUA shall follow this procedure.

SUA PROCEDURE

If the SUA needs to amend Missouri's State Plan on Aging to reflect any of the following, the SUA shall submit the draft amendment in writing to ACL's RA for Region VII at least 120 calendar days before the proposed effective date of the plan amendment.

- New or revised statutes or regulations as determined by the ASA.
- An addition, deletion, or change to a SUA's goal, assurance, or information requirement statement.
- A change in the SUA's IFF or funds distribution plan for Title III funds, as set forth in [45 CFR 1321.49 or 1321.51](#);
- A request to waive State Plan requirements as set forth in section 316 of the OAA, or as required by guidance as set forth by the ASA; or
- Other changes as required by guidance as set forth by the ASA.

If approval is obtained from the RA, the SUA shall follow policy/procedure 8.5 to obtain public comment. The SUA shall review all public comments, include a response to all public comments with the final draft of the amendment, and incorporate any relevant comments. The SUA shall submit the final draft of the amendment to the Director of the Missouri DHSS and the Missouri Governor's office for review and approval. After final State approval, the SUA shall submit the amendment to the ACL RA at least 90 calendar days before the proposed effective date of the amendment so the amendment can be reviewed

and approved by the ASA. Once this approval has been obtained, the amendment shall be added to Missouri's State Plan on Aging and published at <https://health.mo.gov/seniors/state-plan-aging.php>. The amendment shall go into effect once it has been published online.

AAA PROCEDURE

Once the amendment has been fully approved and added to Missouri's State Plan on Aging, each Missouri AAA shall be responsible for following the Missouri State Plan on Aging as amended.

8.7.2 Amendments that Require Notification of the Assistant Secretary for Aging

POLICY

(Reference: [45 CFR 1321.31\(b\)](#))

If a State Plan on Aging Amendment requires prior notification of the ASA in accordance with [45 CFR 1321.31\(b\)](#), the SUA shall follow this procedure.

SUA PROCEDURE

If the SUA needs to amend Missouri's State Plan on Aging to reflect any of the following, the SUA does not have to obtain prior approval from the ASA or submit the amendment for public comment.

- A significant change in a state law, organization, policy, or SUA operation.
- A change in the name or organizational placement of the SUA.
- Distribution of State Plan administration funds for demonstration projects.
- A change in PSA designation, as set forth in [45 CFR 1231.13](#);
- A change in AAA designation, as set forth in [45 CFR 1321.19](#); or
- Exercising of major disaster declaration flexibilities, as set forth in [45 CFR 1321.101](#).

The SUA shall submit draft amendment language to the DHSS Office of Public Information (OPI) for review. After approval from OPI, the SUA shall submit the amendment language to the Director of the Missouri DHSS and the Missouri Governor's Office for review and approval. Within 30 days of the final approval, the SUA shall submit the amendment language in writing to ACL's RA for Region VII so it can be passed on to the ASA. Once the RA has confirmed in writing that the amendment does not require the approval of the ASA and that the amendment has been received, the amendment shall be added to Missouri's State Plan on Aging and published at <https://health.mo.gov/seniors/state-plan-aging.php>. The amendment shall go into effect once it has been published online.

AAA PROCEDURE

Once the amendment has been fully approved and added to Missouri's State Plan on Aging, each Missouri AAA shall be responsible for following the Missouri State Plan on Aging as amended.



ACRONYMS AND TERMS USED IN THIS DOCUMENT

AAA = Area Agency on Aging

ACA = Affordable Care Act

ACL = Administration for Community Living

ADA = Americans with Disabilities Act

BSP = Bureau of Senior Programs

CFR = Code of Federal Regulations

COOP = Continuity of Operations Plan

CSR = Code of State Regulations

DEI = Diversity, Equity, and Inclusion

DHSS = Missouri Department of Health and Senior Services

DSDS = Division of Senior and Disability Services within DHSS

EDL = Employee Disqualification List

FCSA = Family Care Safety Act

FCSR = Family Care Safety Registry

FFY = Federal Fiscal Year

FPL = Federal Poverty Level

Greatest Economic Need = means the need resulting from an income level at or below the Federal poverty level and as further defined by State and area plans based on local and individual factors, including geography and expenses.

Greatest Social Need = means the need caused by noneconomic factors, which include: (1) Physical and mental disabilities; (2) Language barriers; (3) Cultural, social, or geographical isolation, including due to: (i) Racial or ethnic status; (ii) Native American identity; (iii) Religious affiliation; (iv) Sexual orientation, gender identity, or sex characteristics; (v) HIV status; (vi) Chronic conditions; (vii) Housing instability, food insecurity, lack of access to reliable and clean water supply, lack of transportation, or utility assistance needs; (viii) Interpersonal safety concerns; (ix) Rural location; or (x) Any other status that: (A) Restricts the ability of an individual to perform normal or routine daily tasks; or (B) Threatens the capacity of the individual to live independently; or (4) Other needs as further defined by State and area plans based on local and individual factors.

HHS = United States Department of Health and Human Services

HCBS = Home and Community Based Services

IFF = Intrastate Funding Formula

LEP = Limited English Proficiency

MOU = Memorandum of Understanding

MSER = Monthly Service and Expenditure Report

OAA = Older Americans Act

OAAPS = Older Americans Act Performance System

PSA = Planning and Service Area

RA = ACL Regional Administrator for Region VII

RFP = Request for Proposal

SEFA = Schedule of Expenditures of Federal and State Award

SEMA = State Emergency Management Agency

SFY = State Fiscal Year

SPR = State Program Report

SUA = State Unit on Aging (Division of Senior and Disability Services within the Department of Health and Senior Services.)

SUA = State Unit on Aging

WCAG = Web Content Accessibility Guidelines

YTD = Year to Date



Public Comment Periods and Updates Made to this Policy Manual

Public Comment Start Date	Public Comment End Date	How the manual was put out for public comment	Comments Received
10/28/2024 – Initial Version of this manual posted.	12/02/2024	Placed on website, emails with website link sent to AAAs, DSDS list serve, LTSS list serve, Constituent Services list serve	One comment received regarding federal language in the definition of Greatest Social Need. No changes made as the comment was based on the federal language.

Missouri
State Unit on
Aging COOP
Plan for Area
Agencies on
Aging

Table of Contents	
ACRONYMS AND DEFINITIONS	106
BACKGROUND	108
POSSIBLE SCENARIOS	108
AAA Director is Unable to Serve (Unplanned), AAA Board and Staff Still in Place	108
AAA Director and Staff Quit, AAA Board Still in Place	109
AAA Board Voluntarily Dissolves	109
AAA With No AAA Board Voluntarily Relinquishes AAA Designation	109
SUA Withdraws Designation of AAA for Cause	110
SPECIFIC PROCESSES TO FOLLOW	111
Process for a Nonprofit Board to Dissolve	111
Process for SUA to Withdraw Designation of an AAA	112
Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation	113
Process for SUA to Provide a Formal Hearing	113
Process for SUA to Perform Emergency Monitoring	114
Process for SUA to Establish Contracts	114
Process for SUA Staff to Act as an AAA	115
Process for SUA to Create an Acting AAA	116
Process for SUA to Designate an AAA	117
Process for SUA to Modify the AAA PSA	118
APPENDIX	120
Appendix 1- Map of Area Agencies on Aging	120
Appendix 2- Missouri Regional Planning Commissions and Councils of Government (MO Association of Councils of Government (macog.org))	121
Appendix 3 – Comparision of Area Agency on Aging Planning and Service Areas to Regional Planning Commissions and Council of Governments	121
Appendix 4- SUA Staff Conflict of Interest Assurances and Conflict of Interest Identification, Removal and Remedy	124
Appendix 5- Emergency Contract Process Information	126
Appendix 6- Emergency Procurement Example Document	129
Appendix 7- Single Feasible Source Memo Draft Example	140

ACRONYMS AND DEFINITIONS

AAA- Area Agency on Aging: A public or private nonprofit agency designated by a state to address the needs and concerns of all older persons at the regional and local levels.

ACL- Administration for Community Living: The Administration for Community Living supports the needs of the aging and disability populations and improves access to health care and long-term services.

ASA – Assistant Secretary for Aging

AG- Attorney General: The principal legal officer who represents the state in legal proceedings and gives legal advice to the government.

BSP- Bureau of Senior Programs (Missouri): The bureau in the Division of Senior and Disability Services responsible for overseeing programs authorized and funded through the Older Americans Act.

CAP- A corrective action plan: Is a step by step plan of action that is developed to achieve targeted outcomes for resolution of identified errors in an effort to: - Identify the most cost-effective actions that can be implemented to correct error causes - Develop and implement a plan of action to improve processes or methods so that outcomes are more effective and efficient - Achieve measurable improvement in the highest priority areas - Eliminate repeated deficient practices.

COG- Councils of Government: Voluntary associations that represent member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines.

COOP- Continuity of Operations Plan: An effort to ensure that the organization's primary mission and essential functions continue to be performed or resume rapidly during and after disruption of everyday activities.

CFR- Code of Federal Regulations: The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

CSR- Code of State Regulations (Missouri): Missouri's compendium of State Regulations.

DSDS- Division of Senior and Disability Services (Missouri): The designated State Unit on Aging, carrying out the mandates of the State of Missouri regarding programs and services for seniors.

DHSS- Department of Health and Senior Services (Missouri): Provides public health services and support to all Missouri citizens, ensures regulation of facilities and service providers that deliver care to Missourians, and oversees programs and protections for elderly and vulnerable residents.

HHS- United States Department of Health and Human Services: The United States Government's principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves.

IFF- Intrastate Funding Formula: Provides the allocation of Older Americans Act funds pursuant to planning and service areas within the state, targeting resources for older adults with the greatest economic and social need.

OAA- The Older Americans Act: is a federal law that promotes the well-being of Americans 60 years old and above through services and programs designed to meet the specific needs of older citizens.

PSA- Planning and Service Area: A geographic area that is designated by the State Unit on Aging for purposes of planning, development, delivery, and administration of services under an area plan.

RPC- Regional Planning Commissions: Provides planning assistance on regional issues, assists local interests in responding to state and federal programs, acts as a coordinating agency for programs and activities, and provides planning and development assistance to local governments.

RFP- Request for Proposal: A business document that announces a project, describes it, and solicits bids from qualified contractors to complete it.

RSMo- Revised Statutes of Missouri: Missouri laws that have been altered, amended, reenacted, or repealed by the legislative body.

SOS- Secretary of State: The keeper of official acts of the governor; maintains state records and documents.

SFS- Single Feasible Source: As defined in section 34.044, RSMo, a single feasible source procurement exists when: (1) supplies are proprietary and only available from the manufacturer or a single distributor, or (2) based on past procurement experiences, it is determined that only one distributor services the region in which the supplies are needed; or (3) supplies are available at a discount from a single distributor for a limited period of time.

SUA- State Unit on Aging: Designated state-level agency responsible for developing and administering multi-year state plans that advocate for and provide assistance to older residents, their families, and in many states, for adults with physical disabilities.

UGPLG- Unit of General-Purpose Local Government: Means— (A) a political subdivision of the State whose authority is general and not limited to only one function or combination of related functions; or (B) an Indian tribal organization.

BACKGROUND

The Department of Health and Senior Services (DHSS), Division of Senior and Disability Services (DSDS), as the designated Missouri State Unit on Aging (SUA), is responsible for the designation of the Area Agencies on Aging (AAAs) and their Planning and Service Areas (PSAs) in the State of Missouri.² There are 10 AAAs in the state. A map of the 10 AAAs can be found in [Appendix 1- Map of Missouri Area Agencies on Aging](#).

The SUA also has the responsibility of determining when the withdrawal of designation of an AAA is necessary, as defined in the Code of Federal Regulations (CFR) and Missouri Code of State Regulations (CSR).³ When the SUA determines withdrawal of designation is necessary, it must develop a plan to ensure that the functions of the AAA continue and that services are not interrupted for the participants in the PSA.

This document explains the processes and procedures of the SUA for multiple scenarios that could occur, which require the SUA to intervene to assure the continuity of services in the PSA. These scenarios include:

1. AAA Director Unable to Serve (Unplanned), but AAA Board and Staff Still in Place.
2. AAA Director and Staff Quit, but AAA Board is Still in Place.
3. AAA Board Voluntarily Dissolves;
4. AAA With No AAA Board Voluntarily Relinquishes Designation; and
5. SUA Withdraws Designation of AAA for Cause.

Each scenario may have different paths to follow based on the particular details, and there may be several processes under each scenario. The specific processes have been described in full in their own section, and these processes are referred to within the scenarios. In these cases, the particular process shall be linked, taking the reader to that portion of the document for ease of reading. The reader can then select the link at the end of the process to take them back to the particular scenario they are reviewing.

POSSIBLE SCENARIOS

AAA Director is Unable to Serve (Unplanned), AAA Board and Staff Still in Place

In this scenario, the AAA director is suddenly unable to serve with no plans made for an interim director, or the planned interim director is unable to serve. If requested, The State Unit on Aging (SUA) may provide support and technical assistance to the AAA Staff and AAA board to ensure that the AAA continues to function with as little interruption as possible to eligible participants in the Planning and Service Area (PSA).

In this scenario, the AAA staff and board are willing to continue serving in their regular capacities. The AAA shall follow their Continuity of Operations Plan (COOP) to ensure a seamless, temporary transition of the AAA director's duties and authority to the designated staff or interim director. Each AAA has a COOP developed that details how the AAA shall coordinate activities and establish long-range emergency preparedness plans.^{4, 5} Within the COOP, each AAA has designated a staff person to take charge if the AAA director is unavailable.

The SUA shall only assist if requested by the interim AAA director or AAA board. The interim AAA director shall notify the SUA, AAA board, and advisory council of the situation with the AAA director. The interim AAA director and the AAA board shall determine what steps they need to take to ensure the AAA processes continue and there is no disruption of services in the PSA.

² 19 CSR 15-4.070- Designation of Area Agencies on Aging; 45 CFR 1321.29- Designation of Planning and Service Areas; and 45 CFR 1321.33 Designation of Area Agencies

³ 19 CSR 15-4.080- Withdrawal of Designation; and 45 CFR 1321.35 Withdrawal of Area Agency Designation

⁴ Older Americans Act, Section 306(a)(17)

⁵ I:\SDSDivision\DSDS_DO\Disaster Operations\AAAs\AAA COOP Plans

If the AAA does not follow their COOP or the planned interim AAA director cannot serve, SUA involvement may be necessary to provide technical assistance (TA) to the AAA staff and AAA board. If requested, the SUA would provide TA to the AAA staff and AAA board to help them determine an interim AAA director; and what steps they need to take to ensure the AAA processes continue and there is no disruption of services in the PSA.

The AAA does not need to notify contractors unless the change is going to be permanent. AAA contracts and Older Americans Act (OAA) funding for the AAA shall not be affected. The SUA shall provide support and TA to the interim director and AAA board, as requested.

AAA Director and Staff Quit, AAA Board Still in Place

In this scenario, the AAA director and all or most of the AAA staff immediately quit, but the AAA board and nonprofit status are still in place. If the AAA board requests support or technical assistance, the State Unit on Aging (SUA) shall refer the AAA board to the AAA's Continuity of Operations Plan (COOP) and the Mutual Aid Memorandum of Understanding (MOU) developed by 9 of the 10 AAAs. The most recent version of this MOU is in [Appendix 9](#). Within each COOP, there is a section designating another AAA to assist with fiscal and programmatic processes in an emergency.⁶ If the AAA has not designated another AAA in an updated COOP, or the AAA designated in the COOP is unwilling or unable to assist, the AAA board or the SUA can request assistance from another AAA. If another AAA is willing and able to assist, they shall become the assisting AAA.

The assisting AAA shall ensure all programmatic and fiscal duties continue, including notifying contractors, participants, stakeholders, and the public of any changes in contact information for each essential area of AAA functions. The SUA shall provide support and technical assistance to the assisting AAA and the AAA board, if requested, to ensure that all programmatic and fiscal duties continue. The AAA board shall be responsible for hiring and training a new AAA director and new AAA staff.

If no AAA is willing or able to assist with the duties of the AAA, the SUA director shall follow the [Process for SUA Staff to Act as AAA](#).

Because the AAA board and nonprofit status still exist, the SUA would not need to change the existing AAA contracts.

AAA Board Voluntarily Dissolves

There are many reasons that a AAA board may decide to dissolve voluntarily. Regardless of why the AAA board voluntarily dissolves, they must follow the [Process for a Nonprofit Board to Dissolve](#). The AAA must also provide written notice to the State Unit on Aging (SUA) at least 60 calendar days before the effective date of termination of the AAA contract with the SUA.⁷ Once the AAA board notifies the SUA of the intent to dissolve; the SUA shall meet with the AAA director and AAA board to develop a plan which ensures continuity of services in the Planning and Service Area (PSA).

Special Considerations and Situations

If the AAA board can give substantial advance notice of its intent to dissolve the corporation, the SUA may have sufficient time to designate an AAA by following the process in the links above without creating an acting AAA. In this situation, all other processes shall still apply.

If the AAA board does not follow the [Process for a Nonprofit Board to Dissolve](#), the SUA shall immediately proceed with the [Process for SUA to Perform Emergency Monitoring](#) and the [Process for SUA Staff to Act as an AAA](#) or the [Process to Create an Acting AAA](#) to ensure continuity of services. All other steps shall remain the same.

AAA With No AAA Board Voluntarily Relinquishes AAA Designation

If the designated Area Agencies on Aging (AAA) is a unit of general-purpose local government (UGPLG), they are not required to have an AAA board. If this type of AAA chooses to relinquish its AAA designation

⁶ I:\SDSDivision\SDSDS_DO\Disaster Operations\AAAs\AAA COOP Plans

⁷ I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

voluntarily, the AAA shall need to end its contract with the SUA. The AAA must provide written notice to the State Unit on Aging (SUA) at least 60 calendar days prior to the effective date of termination of the AAA contract with the SUA.⁸ Once the SUA has received notification that the AAA would like to relinquish its AAA designation voluntarily, the SUA shall meet with the AAA director to develop a plan which ensures continuity of services. This plan shall determine the end date of SUA contracts with the current AAA and the start date of contracts with an entity to serve as acting AAA using the [Process for SUA to Establish Contracts](#). The SUA shall then start the [Process for SUA to Perform Emergency Monitoring](#); the [Process to Create an Acting AAA](#) or the [Process for SUA Staff to Act as an AAA](#); the [Process for SUA to Withdraw Designation of an AAA](#), and the [Process for SUA to Designate an AAA](#). The AAA shall work on these processes concurrently. For example, the SUA may be completing emergency monitoring while determining which entity shall serve as the acting AAA.

SUA Withdraws Designation of AAA for Cause

The state and federal regulations^{9, 10} provide specific examples of when the State Unit on Aging (SUA) may need to withdraw the designation of an AAA for cause. The SUA must consider withdrawal of designation if one of these specific examples occurs with an AAA. These include:

- The AAA does not comply with requirements of federal and state laws or rules.
- The AAA is not expending state or federal funds for the purposes for which they were intended.
- Older adults are not receiving appropriate services from the AAA within available resources.
- The AAA does not meet the requirements of 45 CFR Part 1321.
- An area plan or plan amendment submitted by the AAA is not approved.
- There is a substantial failure by the AAA in the provisions or administration of an approved area plan to comply with any provision of the Older Americans Act (OAA) or 45 CFR Part 1321 or policies and procedures established and published by the SUA on aging (SUA); or
- Activities of the AAA are inconsistent with the statutory mission prescribed in the OAA or in conflict with the requirement of the OAA that it functions only as an AAA.

The SUA may become aware of an AAA not meeting the requirements outlined above through self-disclosure by the AAA through a grievance process from an AAA employee or participant/participant's caregiver or other such notifications. The SUA may also become aware of the AAA not following the requirements through conducting annual monitoring of the AAA.

Per the Uniform Grant Guidance,¹¹ the Department of Health and Senior Services (DHSS) must evaluate all subrecipients and determine whether the subrecipient shall adequately safeguard state and federal funds. DHSS deems a subrecipient high-risk if it.

1. has a history of unsatisfactory performance.
2. is not financially stable.
3. has a management system that does not meet standards.
4. has not conformed to the terms and conditions of previous awards; or
5. is otherwise not responsible.

Other factors that DHSS may consider (list is not all-inclusive):

1. The subrecipient's prior experience with the same or similar subawards.
2. The results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program.
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a federal awarding agency).¹²

⁸ I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

⁹ 19 CSR 15-4.080

¹⁰ RSMo 192.2000

¹¹ 2 CFR 200.329 Monitoring and reporting program performance; and 2 CFR 200.332 Requirements for pass-through entities.

If at any time the SUA determines that the AAA is not compliant in any of the areas listed above, the AAA shall be deemed to be high-risk and asked to submit a Corrective Action Plan (CAP).

Continued high-risk with little or no progress by the subrecipient to address the issue(s) or complete the CAP shall be referred to the SUA Director for next steps. If the SUA decides to withdraw the designation of the AAA and cancel the contract with the AAA,¹³ the SUA shall follow the Process for SUA to Perform Emergency Monitoring; the Process for SUA to Withdraw Designation of an AAA; the Process for SUA to Establish Contracts; the Process for SUA Staff to Act as an AAA or the Process for SUA to Create an Acting AAA; and the Process for SUA to Designate an AAA to ensure continuity of services. The SUA shall work on these processes concurrently. For example, the SUA may be completing emergency monitoring while determining which entity shall serve as the acting AAA.

SPECIFIC PROCESSES TO FOLLOW

Process for a Nonprofit Board to Dissolve

To dissolve a nonprofit corporation in Missouri, the nonprofit corporation must follow state statutes.¹⁴ According to this statute, a majority of incorporators or directors of a corporation with no members may dissolve the corporation by delivering articles of dissolution to the secretary of state (SOS). A public benefit corporation must also give the attorney general (AG) written notice that it intends to dissolve at or before the time it delivers articles of dissolution to the SOS. This notice shall include a copy or summary of the plan of dissolution. The nonprofit corporation is also subject to any additional requirements set out in the articles or bylaws throughout this process.

The corporation must give notice of any meeting where the board shall vote on dissolution. The presiding officer of the board, the president, or at least 20% of the board directors then in office may call and give notice of the meeting. If the board seeks to approve dissolution by the members at a membership meeting, the corporation shall provide fair and reasonable notice to its members. To be considered fair and reasonable, notice shall notify the members through first-class or registered mail of the meeting's place, date, time, and purpose no fewer than ten and no more than 60 days before the meeting date. The notice to members must also contain or be accompanied by a copy or summary of the plan of dissolution.

Dissolution is authorized if approved by (a) the board, (b) by the members, if any, (c) by two-thirds of the votes cast or a majority of the voting power, whichever is less, and (d) in writing by any person or persons whose approval is required by the Revised Statute of Missouri (RSMo) 355.606. If the corporation does not have members, dissolution must be approved by a vote of a majority of the board directors in office when the transaction is approved. If the board seeks to have dissolution approved by the members by written consent or written ballot, the material soliciting the approval shall contain or be accompanied by a copy or summary of the plan of dissolution.

The incorporators or board directors in approving dissolution shall adopt a plan of dissolution indicating to whom the assets owned or held by the corporation shall be distributed after all creditors have been paid. No assets shall be transferred or conveyed by a public benefit corporation as part of the dissolution process until 20 days after it has given written notice to the AG or until the AG has consented in writing to or indicated that the AG would take no action in respect to, the transfer or conveyance, whichever is earlier.

At any time after dissolution is authorized, the corporation may dissolve by delivering to the SOS articles of dissolution setting forth:

- The name of the corporation.
- The date dissolution was authorized.
- A statement that a sufficient vote approved the dissolution of the board.

¹² DHSS Financial Policy 4.3A Financial Assistance and Subrecipient Monitoring

¹³ I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

¹⁴ RSMo 355.251, 355.386, and 355.666-355.703

- If approval of members was not required, a statement to that effect and a statement that a sufficient vote approved dissolution of the board of directors or incorporators.
- If approval by members was required, (a) the designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on dissolution, and number of votes of each class indisputably voting on dissolution; and (b) either the total number of votes cast for and against dissolution by each class entitled to vote separately on dissolution or the total number of undisputed votes cast for dissolution by each class and a statement that the number cast for dissolution by each class was sufficient for approval by that class;
- If approval of dissolution by some person or persons other than the members, the board, or the incorporators is required, a statement that the approval was obtained; and
- If the corporation is a public benefit corporation that the notice to the AG has been given.

The corporation dissolves upon the effective date of its articles of dissolution. A corporation may revoke its dissolution at any time prior to the effective date of the articles of termination. A voluntarily dissolved corporation must continue to file the corporate registration report and pay all required taxes due to the State of Missouri until the effective date of the articles of termination. A dissolved corporation continues its corporate existence but may not carry on any activities except those appropriate to wind up and liquidate its affairs. These activities are listed in RSMo 355.691. A dissolved corporation shall dispose of the known claims against it by following the procedure described in RSMo 355.696. A dissolved corporation may also publish notice of its dissolution and request that persons with claims against the corporation present them in accordance with the notice. The procedure for insurance claims can be found in RSMo 355.702. When all or substantially all of the assets of a public benefit corporation have been transferred or conveyed following approval of dissolution, the board shall deliver to the AG a list showing those other than creditors to whom the assets were transferred or conveyed. The list shall indicate the address of each person, other than creditors, who received assets and indicate what assets each received.

A voluntarily dissolved corporation shall file its articles of termination with the SOS's office when it has disposed of all claims filed against it. The articles of termination shall state: (a) the name of the corporation, (b) the date of its dissolution, (c) a statement that it has disposed of all claims filed against it, and (d) a statement that all debts, obligations, and liabilities of the corporation have been paid, and discharged. If the SOS finds that the articles of termination conform to the law and the necessary fees have been paid, the SOS shall issue articles of termination which shall state that the corporation no longer exists.

The SOS, after determining grounds for dissolution, may initiate an administrative dissolution of a nonprofit corporation.¹⁵ In this instance, the SUA shall follow the direction of the SOS.

The circuit court may also dissolve a nonprofit corporation in certain circumstances.¹⁶ In this instance, the SUA shall follow the direction of the circuit court.

[**Return to AAA Board Voluntarily Dissolves**](#)

[**Return to Special Considerations and Situations**](#)

Process for SUA to Withdraw Designation of an AAA

¹⁵ RSMo 355.706-721

¹⁶ RSMo 355.726-741

For the SUA to withdraw the designation of an AAA, the SUA must follow the relevant state^{17, 18} and federal¹⁹ rules and regulations. Designation of an AAA may be withdrawn according to 19 CSR 15-4.080 if the AAA:

- Does not comply with requirements of federal and state laws or rules.
- State or federal funds are not being expended for the purposes for which they were intended; or
- Older adults are not receiving appropriate services within available resources.

Designation of an AAA shall be withdrawn according to CFR 1321.35 if an AAA:

- Does not meet the requirements of 45 CFR Part 1321.
- An area plan or plan amendment is not approved.
- There is a substantial failure in the provisions or administration of an approved area plan to comply with any provision of the Older Americans Act (OAA) or 45 CFR Part 1321 or policies and procedures established and published by the SUA on aging (SUA); or
- Activities of the area agency are inconsistent with the statutory mission prescribed in the OAA or in conflict with the requirement of the OAA that it functions only as an AAA.

If the SUA has established a cause for withdrawal of the AAA's designation, the SUA shall consult with the director of the AAA and the AAA board. During this consultation, the SUA must grant an opportunity for a formal hearing and review by the Governor. If the AAA board requests a formal hearing, the SUA shall follow the [Process for SUA to Provide a Formal Hearing](#).

If the AAA board agrees to the withdrawal of designation and/or the formal hearing and review find that withdrawal of designation is justified, the SUA shall notify the ASA of the U.S. Department of Health and Human Services (HHS) in writing of its action. The SUA shall create and submit to the Administration for Community Living (ACL) a plan for the continuity of the AAA's functions and services in the affected Planning and Service Area.²⁰ The SUA shall keep ACL updated throughout the process, resulting in the SUA designating a new AAA.

Return to AAA Board Voluntarily Dissolves

Return to SUA Withdraws Designation of AAA for Cause

Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation

Process for SUA to Provide a Formal Hearing

If the AAA board requests a formal hearing, the SUA shall conduct the process in the following manner according to state regulation. The AAA must submit a written request for a formal hearing with the SUA director within 30 calendar days following the receipt of notice of withdrawal. The SUA director shall designate a hearing officer; the hearing officer shall be the SUA director or director's designee. The SUA director or director's designee is responsible for arranging the formal hearing and, within 15 calendar days of receipt of a request for a hearing, shall send written notification to all parties concerned of the date, time, and location of the hearing. The hearing shall be completed within 120 calendar days of the date that the SUA received the request for a hearing. The SUA director or director's designee shall ensure that the aggrieved party receives timely written notice of the determination that is being appealed. This notice must include an explanation of the reasons for the determination and the evidence upon which the determination was based, the opportunity to review the evidence and notification of the right to appeal the determination. The SUA director or director's designee shall ensure that in the conduct of the hearing, the aggrieved party shall have an opportunity to appear in person to refute the basis for the decision, be represented by counsel or another representative, present witnesses, and documentary evidence, and cross-examine witnesses. The SUA director or director's designee shall conduct a fair hearing, avoid delays, and maintain order. The SUA director or director's designee shall designate a

¹⁷ 19 CSR 15-4.080

¹⁸ RSMo 192.2000

¹⁹ 45 CFR 1321.35

²⁰ 45 CFR 1321.35

reporter for the hearing who shall maintain a record of the proceedings. The record shall consist of the verbatim (tape-recorded) information, exhibits, rulings, decisions, and all other pertinent papers and requests, except for correspondence. The SUA director or director's designee shall issue a final written decision within 60 calendar days of the date of the hearing, which sets forth the reasons for the SUA's decision and the evidence on which the decision is based. The SUA may terminate the formal hearing procedures at any point if the SUA and/or aggrieved parties negotiate a written agreement, signed by both parties, that resolves the issue(s) which led to the hearing. The SUA shall retain the complete record for a period of at least three years following the date of the hearing.

Return to Process for SUA to Withdraw Designation of an AAA

Return to Process for SUA to Designate an AAA

Return to Process for SUA to Modify the AAA PSA

Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation

Process for SUA to Perform Emergency Monitoring

When the SUA learns that the AAA board intends to dissolve, the SUA shall perform annual programmatic and financial monitoring as soon as possible for the current fiscal year.²¹ Optimally, the SUA should complete monitoring prior to the board's dissolution. Therefore, the timeline may be shorter than routine monitoring. If the AAA has been on a Corrective Action Plan or was previously high-risk, this also must be considered in monitoring.

Return to AAA Board Voluntarily Dissolves

Return to Special Considerations and Situations

Return to SUA Withdraws Designation of AAA for Cause

Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation

Process for SUA to Establish Contracts

When the SUA determines that an AAA shall no longer provide services in their assigned PSA, the SUA may need to establish contracts with other entities to provide services in the PSA. The process for the SUA to establish contracts shall fall into two categories, emergency procurement procedures and general procurement procedures.²²

If the SUA determines that an emergency procurement is necessary to preserve the continuity of services within the affected PSA, then the SUA shall use emergency procurement procedures. An emergency is statutorily defined as a situation in which "there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to state property in order to protect against further loss of, or damage to, state property, to prevent or minimize serious disruption in state services or to ensure the integrity of state records." The SUA must secure prior approval from the DHSS Procurement Unit before establishing a contract through emergency procurement. Prior to contracting with the State of Missouri, the entity must have registered their business name with the Office of the Secretary of State and submit a properly completed Vendor/Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application. In addition, the entity must register with MoBuys prior to DHSS completing a contract.

DHSS must complete an Emergency Procurement Contract for the new or acting AAA. Example Emergency Procurement documents can be found in Appendix 6. The SUA shall also complete and submit the Single Feasible Source Memo and Fixed Price Memo. Once new service providers have been

²¹ 2 CFR 200.332 Requirements of pass-through entities

²² I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

procured, the contracts from the previous AAA shall be terminated, and the emergency contract(s) for the entity(ies) to provide services in the PSA shall begin the next day. Completing this process shall ensure that only one contract is in place, eliminating the possibility of double billing by two (or more) entities for the same services on the same days.

According to the DHSS Administration procurement manager, the general procurement procedures should begin immediately to establish long-term contracts once the emergency contract is in place. This process shall follow the general DHSS procurement policies and procedures.²³

It should be noted that if SUA staff is appointed to run an AAA temporarily, they must not be involved in the procurement processes described in this section, which must also be included in the separation of duties for this staff member.

Return to AAA Board Voluntarily Dissolves

Return to SUA Withdraws Designation of AAA for Cause

Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation

Process for SUA Staff to Act as an AAA

If necessary to ensure the continuity of services in a PSA, the SUA may, for a period of up to 180 calendar days after its final decision to withdraw the designation of an area agency, either perform the responsibilities of the area agency or assign the responsibilities of the area agency to another agency in the PSA. If the SUA can demonstrate the need for the SUA to perform the responsibilities of the area agency, the SUA may request, in writing, from the ASA of the Department of Health and Human Services (HHS), an extension for an additional 180 days.²⁴

The SUA director shall designate staff to temporarily run the AAA until the SUA can establish a new contractor. There are two possible avenues for this to occur. One option is to have current SUA staff designated to run the AAA. The other option is to have DHSS Human Resources establish hourly and intermittent (H&I) positions.

Regardless of how the SUA staff was designated, the SUA staff shall have to complete the Conflict of Interest Forms to ensure no conflict exists or develop a plan to remedy or remove the conflict. If the SUA director designates current SUA staff, they must immediately establish a separation of duties related to the AAAs. The separation of duties shall include the designated staff having no involvement in approving M&SERS and invoices, the AAA contract process, the SUA monitoring of the AAAs, technical assistance to AAAs, and any other normal activities that could be a potential conflict. The SUA director shall assign these duties normally completed by the designated current SUA staff to other SUA staff members.

If needed to maintain continuity of services, DHSS Human Resources can establish positions under special circumstances to hire additional staff until the SUA can establish which positions previously vacated need to be permanently filled. These H&I positions can work no more than 1,040 hours annually.²⁵

The SUA staff shall be responsible for notifying contractors, participants, stakeholders, and the public of any changes in contact information for each necessary piece of the AAA functions. The SUA staff assigned shall perform the responsibilities of the AAA until a new AAA is designated.

Return to AAA Director and Staff Quit, but AAA Board is Still in Place **Return to AAA Board Voluntarily Dissolves**

²³ I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

²⁴ 45 CFR 1321.35

²⁵ I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

[Return to Special Considerations and Situations](#)

[Return to SUA Withdraws Designation of AAA for Cause](#)

[Return to Process for SUA to Create an Acting AAA](#)

[Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation](#)

Process for SUA to Create an Acting AAA

First, the SUA shall need to determine if there is a UGPLG whose boundaries are reasonably contiguous with the PSA to be served by the acting AAA.^{26, 27} If there is a contiguous UGPLG that covers the entire PSA, they must be given first right of refusal. Per the ACL region VII administrator if there is no contiguous UGPLG that covers the entire PSA, there is no first right of refusal.²⁸ Since the UGPLG has the first right of refusal for the PSA, they shall be a Single Feasible Source (SFS). The Single Feasible Source Memo shall need to be completed along with the Emergency Procurement Documents if the UGPLG requests designation as the new AAA. Since the SUA would already have established funding for the PSA through the current Intrastate Funding Formula (IFF), the SUA must complete a Fixed Price Memo.

Second, if no UGPLG is willing or able to take on the responsibilities of the dissolving AAA, the SUA shall reach out to other qualifying community entities (nonprofit, Regional Planning Council, or Council of Governments) in the PSA to determine if any other community entity is willing and able to take on the responsibilities of the dissolving AAA.²⁹ If an eligible entity in the PSA is able and willing to take on the responsibilities of the dissolving AAA temporarily, the SUA would need to complete emergency procurement documents along with the fixed price memo. (A comparison of the Missouri COGs and RPCs to the PSAs in Missouri can be found in Appendix 3.)

If there is no UGPLG willing or able to serve as the acting AAA and no other agency in the PSA is able to take the responsibilities of the AAA, the SUA shall reach out to the AAA directors and AAA boards of other AAAs in the state to determine if any other Missouri AAAs are willing and able to take on the responsibilities of the dissolving AAA temporarily.

Once the SUA determines which organization shall temporarily take on the responsibilities of the dissolving AAA, the SUA shall use emergency procurement procedures, a single feasible source memo, and a fixed price memo, as needed, to contract with the organization to take on the responsibilities of the dissolving AAA. Once the acting AAA has contracted with DHSS, the AAA shall reissue all service provider contracts.

If no other entity is willing or able to serve as the acting AAA, the SUA shall temporarily serve as the acting.

AAA. See Process for SUA Staff to Act as AAA.

[Return to AAA Board Voluntarily Dissolves](#)

[Return to Special Considerations and Situations](#)

[Return to SUA Withdraws Designation of AAA for Cause](#)

[Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation](#)

²⁶ 45 CFR 1321.33

²⁷ OAA Sec. 305 (b)(5)(B)

²⁸ I:\GOAAU\AAA Tabletop Exercise\Documents Referenced in SUA COOP Plan for AAAs

²⁹ 45 CFR 1321.35(c)(2)

Process for SUA to Designate an AAA³⁰

The SUA can only designate one AAA within a PSA. If the SUA withdraws designation of one of the existing area agencies on aging in accordance with the OAA, prior to designating a new AAA, the SUA shall give the first right of refusal to an UGPLG as required in section 305(b)(5)(B) of the OAA.³¹ If the UGPLG does not wish to be the AAA, any one of the following types of agencies may be designated as an AAA for a PSA:

- Any office or agency representing a UGPLG that is proposed by the chief elected official of the unit.
- Any office or agency proposed by the chief elected officials representing a combination of UGPLGs; or
- Any other public or private nonprofit agency, except any regional or local agency of the state.

Whenever a new AAA is designated, the Division of Senior and Disability Services (DSDS) shall give the right of first refusal to a UGPLG if (a) the unit has demonstrated the capacity to assess the needs of the elderly; and (b) to plan, administer, monitor, and evaluate services for the entire PSA. The applicant shall be able to work effectively with all public and private social, economic, ethnic, political, the geographic elements of the PSA it seeks to serve, and the boundaries of that unit and the boundaries of the area are reasonably contiguous.

The DSDS considers applicants eligible for designation as an area agency that meet the following criteria:

- The applicant has prepared and submitted to the SUA a comprehensive area plan. The area plan shall be completed in accordance with the uniform plan format developed by the SUA;³²
- If the applicant has responsibilities beyond programs for the elderly, it shall agree to create a single organizational unit with delegated authority whose principal function shall be the effective development and implementation of an area plan.
- The applicant has demonstrated the capacity to assess the needs of the elderly and to plan, administer, monitor, and evaluate services for the entire PSA. The applicant shall be able to work effectively with all public and private social, economic, ethnic, political, and geographic elements of the PSA it seeks to serve.
- The applicant has documented support of local governments and any local aging councils. The applicant, if a private nonprofit agency, has documented that it is incorporated by the SOS and maintains a current certificate of good standing;³³ and
- The applicant, if a private nonprofit, has documented that it has applied to the Internal Revenue Service and received the appropriate tax status designation.³⁴

The SUA shall follow normal procurement processes to establish contracts with the identified entity. If no UGPLG is willing or able to be designated as the AAA, the SUA shall publicly post the Request for Proposal (RFP), following state and federal procedures.

If no qualified proposals are received, the SUA may post the RFP again or pursue other options, such as the Process for SUA to Modify the AAA PSA, so that services can be provided based on a new PSA. If an entity applies to be designated as an AAA and receives an adverse decision, the SUA must inform the entity of its right to a formal hearing.³⁵ If the entity requests a formal hearing, the SUA shall follow the Process for SUA to Provide a Formal Hearing.

³⁰ 19 CSR 15-4.070- Designation of Area Agencies on Aging; 45 CFR 1321.33 Designation of area agencies

³¹ 45 CFR 1321.33

³² I:\GOAAU\Area Plans

³³ <https://bsd.sos.mo.gov/>

³⁴ <https://501c3lookup.org/state/MO>

³⁵ 19 CSR 15-6.025 (10)

Once the SUA has established the new AAA entity, the DSDS shall begin the process of updating the Code of State Regulations, specifically 19 CSR 15-4.020 “Administration of the Older Americans Act”.³⁶ The SUA shall use the Rulemaking Manual³⁷ procedures to update this regulation to remove the former AAA’s information and insert the new AAA’s information. Updating this information in the Code of State Regulations shall be the formal act of withdrawing the designation of one AAA and designating another.

The SUA shall inform the ASA of HHS of the withdrawal of the dissolving AAA and designation of the new AAA through a letter from the SUA director to the Federal Project Officer at ACL assigned to Region VII.

Return to AAA Board Voluntarily Dissolves

Return to SUA Withdraws Designation of AAA for Cause

Return to AAA With No AAA Board Voluntarily Relinquishes AAA Designation

Process for SUA to Modify the AAA PSA

The SUA is responsible for dividing the state into distinct Planning and Services Areas (PSA).³⁸ To provide services in the PSA previously covered by the AAA whose designation was withdrawn, the SUA may modify the PSA to absorb it into the PSA of neighboring AAA(s). The state shall have one fewer AAA in this process, and the PSA for one or more AAAs shall increase. In determining new PSAs, the SUA must consider:

- The geographical distribution of older individuals in the State.
- The incidence of the need for supportive services, nutrition services, multipurpose senior centers, and legal assistance.
- The distribution of older individuals who have the greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and low-income older individuals residing in rural areas) residing in such areas.
- The distribution of older individuals who have the greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such areas.
- The distribution of older individuals who are Native American Indians residing in such areas.
- The distribution of resources available to provide such services or centers.
- The boundaries of existing areas within the State which were drawn for the planning or administration of supportive services programs.
- The location of units of general-purpose local government within the State; and
- Any other relevant factors.³⁹

Per the OAA, the SUA shall use the following process to modify the PSA in Missouri.⁴⁰ The SUA shall create a plan to alter the PSAs in Missouri so that services shall be provided across the state by the remaining, designated AAAs.

First, the SUA shall evaluate the application of any UGPLG, region within a State recognized for area-wide planning, metropolitan area, or Indian reservation’s application to the SUA to be designated as a PSA. The SUA shall approve or deny any application submitted by any of these entities. Entities may appeal any denied applications to DHSS. If DHSS denies an applicant for designation as a PSA, the state shall provide a hearing on the denial of the application, if requested by the applicant, and issue a written

³⁶ <https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c15-4.pdf>

³⁷ <https://www.sos.mo.gov/adrules/manual/manual>

³⁸ 45 CFR 1321

³⁹ 42 CFR 3025(a)(1)(E)

⁴⁰ OAA Sec. 305 (a)(1)(E) and (b)(5)(C)

decision. Applicants can then appeal the decision to the ASA of HHS.⁴¹ If the entity requests a hearing, the SUA shall follow the [Process for SUA to Provide a Formal Hearing](#).

The SUA shall disseminate notice of this plan to all affected stakeholders, including AAAs, service providers, and older adults. The notice shall explain the need for a modification at this time. The SUA shall hold at least one public hearing in the affected area of Missouri. During the hearing, the SUA shall explain how to provide written comments. The SUA shall review all public comments received and add a summary of the comments to the plan. The SUA shall submit the plan to modify the PSAs in Missouri to the ASA of HHS.

Once the ASA approves the plan, the SUA shall modify all necessary documents and procedures to include the new PSA in Missouri. The SUA shall follow emergency rulemaking procedures to update the CSRs to include the new PSAs. The SUA fiscal shall update the [Intrastate Funding Formula](#) and modify the contracts of all AAAs affected by the change in PSA. The SUA shall update the State Plan on Aging. Affected AAAs shall update their area plans to include new PSAs.

When the SUA determines the PSA modification, it shall begin the process of updating the Code of State Regulations, specifically 19 CSR 15-4.020 Administration of the Older Americans Act.⁴² The DSDS shall use the Rulemaking Manual⁴³ procedures to update this regulation to remove the former AAA's information and insert the new AAA's information. Updating this information in the Code of State Regulations shall be the formal act of withdrawing the designation of one AAA and designating another.

[Return to Process for SUA to Designate an AAA](#)

⁴¹ 45 CFR 1321.31

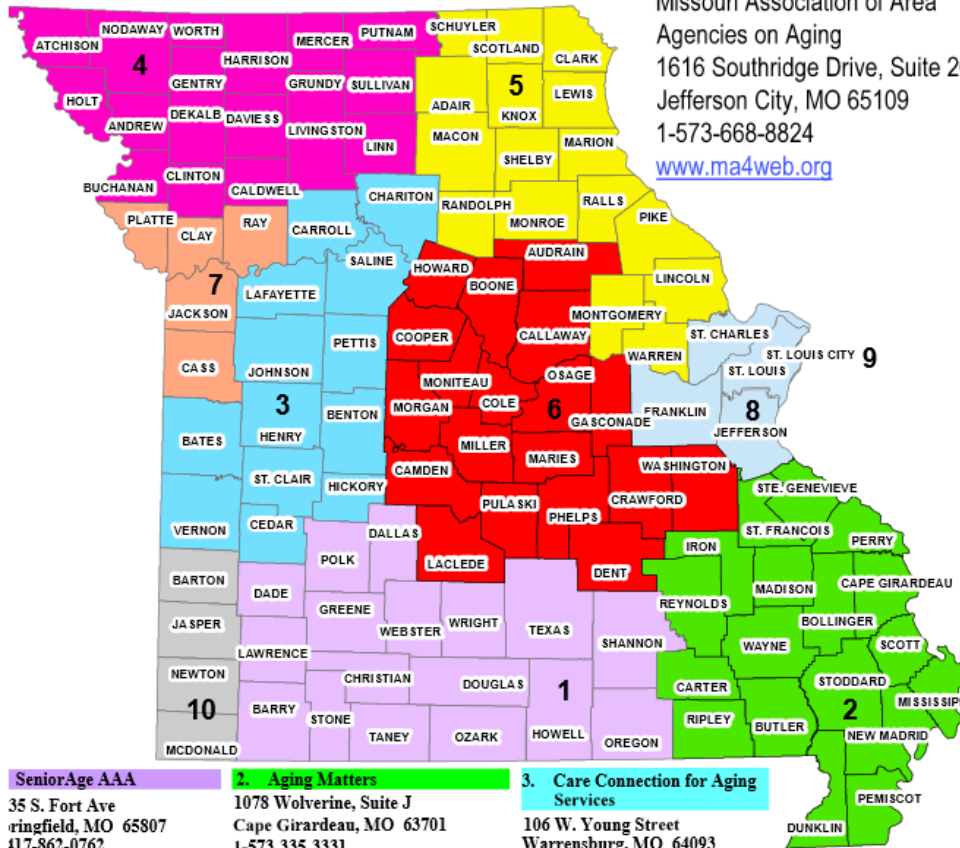
⁴² <https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c15-4.pdf>

⁴³ <https://www.sos.mo.gov/adrules/manual/manual>

APPENDIX

Appendix 1- Map of Area Agencies on Aging

Missouri Area Agencies on Aging



Missouri Association of Area Agencies on Aging
 1616 Southridge Drive, Suite 203
 Jefferson City, MO 65109
 1-573-668-8824
www.ma4web.org

SeniorAge AAA
 35 S. Fort Ave
 Springfield, MO 65807
 417-862-0762
 300-497-0822
www.senioragemo.org
www.facebook.com/senioragemo/

2. Aging Matters
 1078 Wolverine, Suite J
 Cape Girardeau, MO 63701
 1-573-335-3331
 1-800-392-8771
www.agingmatters2u.com
www.facebook.com/AgingMatters2u/

3. Care Connection for Aging Services
 106 W. Young Street
 Warrensburg, MO 64093
 1-660-747-3107
 1-800-748-7826
www.goaging.org
www.facebook.com/goaging.org/

Young at Heart Resources
 9 North 13th Street
 Hannibal, MO 64402
 660-240-9400
 888-844-5626
www.yahresources.org
www.facebook.com/ungatheartresources/

5. Northeast MO AAA
 2815 N. Baltimore
 Kirksville, MO 63501
 1-660-665-4682
 1-800-664-6338
www.nemoaaa.com
www.facebook.com/Northeast-Missouri-Area-Agency-on-Aging-285415805380483/

6. Aging Best
 201 W. Broadway, Suite 1-E
 Columbia, MO 65201
 1-573-443-5823
 1-800-369-5211
www.agingbest.org
www.facebook.com/agingbest.org/

7. Mid-America Regional Council AAA
 600 Broadway Suite 200
 Kansas City, MO 64105-1554
 1-816-421-4980
 1-800-593-7948
www.marc.org/community/aging
www.facebook.com/MARCKCMetro/

4. Aging Ahead
 4535 Manchester Road
 St. Louis, MO 63011-3960
 -636-207-0847
 -800-243-6060
www.agingahead.org
www.facebook.com/

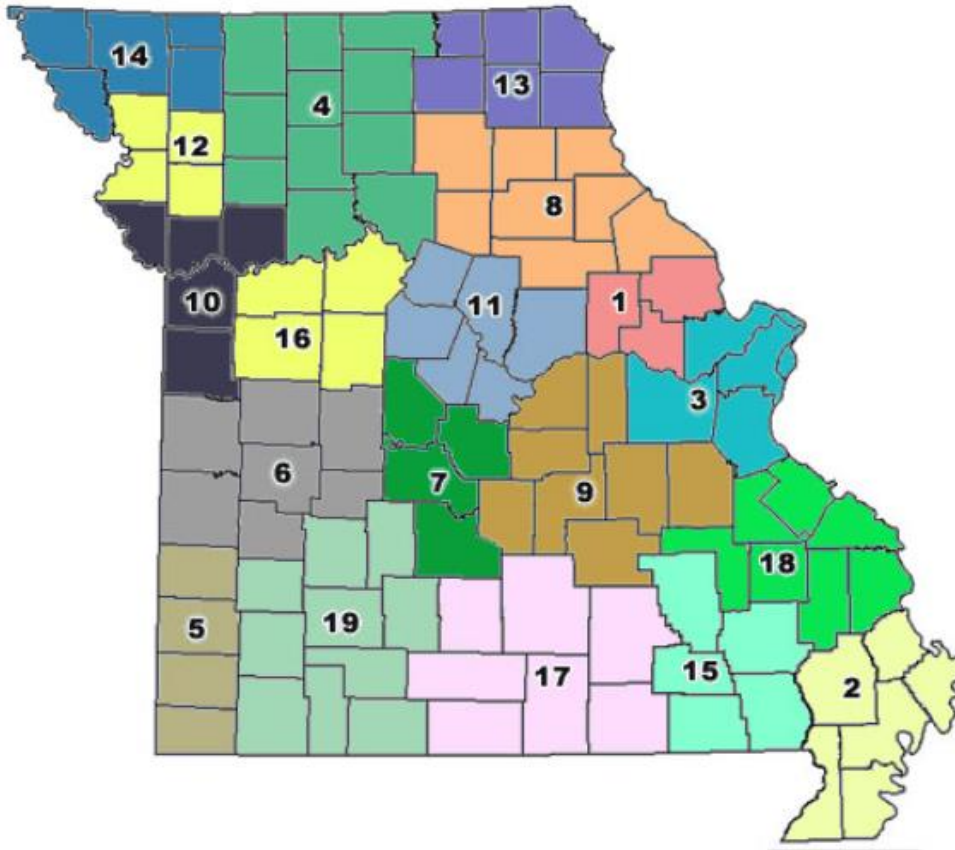
9. St. Louis AAA
 1520 Market St., 4th floor, Rm. 4065
 St. Louis, MO 63103
 1-314-612-5918
 1-877-612-5918
www.slaaa.org
www.facebook.com/

10. Region X AAA
 531 E. 15th. Street
 Joplin, MO 64804
 1-417-781-7562
www.aaaregionx.org
www.facebook.com/aaaregionx/

September 1 2022

[Return to Background](#)

Appendix 2- Missouri Regional Planning Commissions and Councils of Government ([MO Association of Councils of Government \(macog.org\)](http://MO Association of Councils of Government (macog.org)))



1. Boonslick Regional Planning Commission
2. Bootheel Regional Planning and Economic Development Commission
3. East-West Gateway Council of Governments
4. Green Hills Regional Planning Commission
5. Harry S Truman Coordinating Council
6. Kaysinger Basin Regional Planning Commission
7. Lake of the Ozarks Council of Local Governments
8. Mark Twain Regional Council of Governments
9. Meramec Regional Planning Commission
10. Mid-America Regional Council
11. Mid-Missouri Regional Planning Commission
12. Mo-Kan Regional Council
13. Northeast Missouri Regional Planning Commission
14. Northwest Missouri Regional Council of Governments:
15. Ozark Foothills Regional Planning Commission
16. Pioneer Trails Regional Planning Commission
17. South Central Ozark Council of Governments
18. Southeast Missouri Regional Planning and Economic Development Commission
19. Southwest Missouri Council of Governments

[Return to Process for SUA to Create an Acting AAA](#)

[Return to Process for SUA to Designate an AAA](#)

Appendix 3 – Comparison of Area Agency on Aging Planning and Service Areas to Regional Planning Areas and Councils of Governments

SeniorAge	Dade	Southwest Missouri Council of Governments
Covered by 2	Lawrence	
	Barry	
	Polk	
	Greene	
	Christian	
	Stone	
	Dallas	
	Webster	
	Taney	
	Wright	South Central Ozark Council of Governments
	Douglas	
	Ozark	
	Texas	
	Howell	
	Shannon	
	Oregon	

Aging Matters	St. Genevieve	Southeast Missouri Regional Planning and Economic Development Commission
Covered by 3	St. Francois	
	Perry	
	Iron	
	Madison	
	Bollinger	
	Cape Girardeau	
	Reynolds	Ozark Foothills Regional Planning Commission
	Carter	
	Ripley	
	Wayne	
	Butler	
	Stoddard	Boothell Regional Planning and Economic Development Commission
	Scott	
	Mississippi	
	New Madrid	
	Pemiscot	
	Dunklin	

Care Connection	Cedar	Kaysinger Basin Regional Planning Commission
Covered by 3	Hickory	
	St. Clair	
	Vernon	
	Benton	
	Henry	
	Bates	
	Pettis	Pioneer Trails Regional Planning Commission
	Johnson	
	Lafayette	
	Saline	
	Carroll	Green Hills Regional Planning Commission
	Chariton	

Young at Heart	Linn	Green Hills Regional Planning Commission
Covered by 3	Livingston	
	Caldwell	
	Daviess	
	Grundy	
	Sullivan	
	Harrison	
	Mercer	
	Putnam	
	Andrew	Mo-Kan Regional Council
	DeKalb	
	Buchanan	
	Clinton	
	Atchison	Northwest Missouri Regional Council of Governments
	Nodaway	
	Worth	
	Holt	
	Gentry	

NEMO	Warren	Boonslick Regional Planning Commission
Covered by 3	Lincoln	
	Montgomery	
	Clark	Northeast Missouri Regional Planning Commission
	Scotland	
	Schuyler	
	Lewis	
	Knox	
	Adair	
	Marion	Mark Twain Regional Council of Governments
	Shelby	
	Macon	
	Ralls	
	Monroe	
	Randolph	
	Pike	
Ageing Best	Audrain	Mark Twain Regional Council of Governments
Covered by 4	Howard	Mid-Missouri Regional Planning Commission
	Boone	
	Callaway	
	Cooper	
	Moniteau	
	Cole	
	Morgan	Lake of the Ozarks Council of Local Governments
	Miller	
	Camden	
	Laclede	
	Osage	Meramec Regional Planning Commission
	Gasconade	
	Maries	
	Pulaski	
	Phelps	
	Crawford	
	Washington	
	Dent	
MARC	Platte	Mid-America Region Council
Covered by 1	Clay	
	Ray	
	Jackson	
	Cass	
Ageing Ahead	Franklin	East-West Gateway Council of Governments
Covered by 1	St. Charles	
	St. Louis County	
	Jefferson	
SLAAA	St. Louis City	East-West Gateway Council of Governments
Covered by 1		
Region X	Barton	Harry S Truman Coordinating Council
Covered by 1	Jasper	
	Newton	
	McDonald	

[Return to Process for SUA to Create an Acting AAA](#)

[Return to Process for SUA to Designate an AAA](#)

**Missouri State Unit on Aging
Individual Conflict of Interest Screening
State Unit on Aging Employees Involved with the Older Americans Act (OAA) Program**

In accordance with OAA Final Rule, 45 CFR 1321, all State Unit on Aging staff and agents of the State who have responsibilities relating to Title III programs, including area agencies on aging, governing boards, advisory councils, staff, and volunteers must be screened for Conflicts of Interest prior to performing the functions of the SUA and annually thereafter.

Individual COI exists if (1) An employee, or immediate member of an employee's family, maintaining ownership, employment, consultancy, or fiduciary interest in a Title III program organization or awardee when that employee or immediate family member is in a position to derive personal benefit from actions or decisions made in their official capacity; (2) One or more conflicts between the private interests and the official responsibilities of a person in a position of trust; (3) One or more conflicts between competing duties; and (4) Other conflicts of interest identified in guidance issued by the Assistant Secretary for Aging and/or by State agency policies.

Immediate family pertaining to conflicts of interest, means a member of the household or a relative with whom there is a close personal or significant financial relationship.

In the past 12 months, have you or an immediate family member:

1. Maintained ownership, employment, consultancy, or fiduciary interest in a Title III program organization or awardee when you or immediate family member is in a position to derive personal benefit from actions or decisions made in their official capacity? **Yes**
 No
2. Had one or more conflicts between private interests and the official responsibilities the State unit on Aging's implementation of OAA Title III programs? **Yes**
 No
3. Had a conflict between competing duties such as OAA and the Office of the Long-Term Care Ombudsman, Adult Protective Services, or licensing, regulatory or ownership of a long-term care facility? **Yes**
 No
4. Solicited or accepted gratuities, favors, or anything of monetary value from grantees, contractors, and/or subrecipients, except where policies and procedures allow for situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal value? **Yes** **No**

Answering "Yes" to any of these questions indicates a potential conflict of interest. If a conflict of interest is identified, the "Conflict of Interest Identification, Removal and Remedy Form" must be completed and submitted to the SUA Director for review and approval.

Failure to identify and remove a conflict of interest could result in disciplinary action or termination of employment.

I certify that I have read and understand this COI form and I have no conflicts.

I certify that I have read and understand this COI form and I notified the SUA Director.

Employee Name

Signature

Date

Employee Name

Signature

Date

[**Return to Process for SUA to Act as AAA**](#)

**Missouri State Unit on Aging
State Unit on Aging Employees Involved with the Older Americans Act (OAA) Title III Program
Individual Conflict of Interest Identification, Removal, and Remedy**

Name of individual completing form: _____

Date Conflict was Identified: _____

Name of Person with the Identified Conflict: _____

If there is an answer of “yes” to any of the questions on the “State Unit on Aging Employees Involved with the Older Americans Act Title III Program Individual Conflict of Interest Screening Form” form, you must complete the information below for each yes answer.

Please indicate the number of the identified conflict of interest as indicated on the form (1- 4) and describe the conflict below:

Number(s) which corresponds to the identified conflicts: ___

Please describe the conflict:

Describe how the conflict will be remedied or removed:

What is the expected duration of the identified conflict and plan?

Employee Name

Signature

Date

Employee Name

Signature

Date

Appendix 5- Emergency Contract Process Information

Emergency Procurement (Check to make sure not updated in Procurement Policy 1.1 Attachment A)

Although an emergency procurement requires immediate action, in accordance with 34.045 Revised Statute of Missouri (RSMo), emergency procurements must be made with as much competition as is practicable under the circumstances.

An emergency condition is statutorily defined as a situation in which “there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to state property in order to protect against further loss of, or damage to, state property, to prevent or minimize serious disruption in state services or to ensure the integrity of state records.”

A situation shall not warrant an emergency procurement unless the resolution of the condition receives priority over routine operations of the department. Lack of planning does not constitute an emergency condition.

For an emergency procurement valued over \$10,000, the Division must, whenever possible, secure prior approval from the Procurement Unit before ordering.

- If during normal business hours, contact the Procurement Unit for instructions at (573) 751-6471.
- If an emergency occurs after normal business hours, and time allows, three phone bids should be taken. If phone bids are not possible, obtain the item needed and prepare a letter of justification explaining the emergency condition, a description of the commodities ordered or services provided, and a copy of the invoice must be sent to the Procurement Unit.
- If the vendor requires a purchase order number, the following guidelines should be followed:

E (to identify Emergency Order)

4-digit organization code

2-digit fiscal year

3-digit sequential number

- If the vendor requires a written purchase order, use a DH-10 noting the Emergency Purchase Order number in the top right corner of the form.
- All copies of documentation supporting the emergency procurement must be submitted to the Procurement Unit.

Single Feasible Source (SFS) Process- (To be used if contracting with another AAA or a current subcontractor for the former AAA and shall only be for the emergency contract.)

A. Submission Requirements

1. Complete a Purchase Request (DH-10) form. The Division Director or their designee must approve the DH-10. The DH-10 submission must include a cost estimate.
2. Complete a Scope of Work for a service contract or specifications for a commodity purchase, including any attachments and exhibits. Template documents with standard contract language are available on the Intranet under Forms/Purchasing and Contracting Forms.
 - a. Specifications must be generic and not restrictive. They must be written in such a manner as to foster competition. The specifications must describe the functional requirements of the item to be purchased, identify the minimum requirements, be simple yet specific, and allow for reasonable tolerances.
 - b. Specifications may be based upon brand name descriptions if generic or functional specifications are not possible provided that the phrase “or functional equivalent” is added as an inherent part of the description. If possible, the department must identify two or more brands equal to the specifications.
 - c. Do not rely on a vendor to provide the specifications for the item you want to buy. Vendors often provide

specifications that are restrictive and place themselves in the best bidding advantage.

- d. Specifications, delivery dates, vendor location, etc. shall not be manipulated in order to restrict competition.
 - e. Contact your Procurement Officer for assistance in writing specifications.
3. Complete a Program Services Contract (DH-70) form. Information to assist in completing the federal funding information is available on the DHSS Intranet under "Forms/Purchasing and Contracting Forms/Grant Info Reference File."
 4. Provide justification on how the procurement meets the legal definition of a SFS, the functionality of the supply that makes it a SFS and why the functionality is the only one that shall meet the needs of the department. Also, provide documentation from the vendor verifying they meet the legal definition of a SFS as defined in 34.044 RSMo.
 5. For SFS procurement contracts that include renewal options, documentation must be included in the file for each renewal option exercised. Prior to exercising a renewal option, the Procurement Unit must determine if the procurement still meets the definition of a SFS procurement. If circumstances have changed and the procurement can no longer be defined as a SFS procurement, the department must competitively bid the procurement and not exercise the renewal option.
 6. Provide documentation related to any special requirements under the contract, including approval authority (i.e., waiver of 10% administrative rate or advance payments, etc.). Contractors/providers shall not be required to submit receipts and supporting documentation with all invoices unless the program provides a copy of the federal grant agency's requirements for receipts.
 7. Submit a hard copy and an electronic copy (if available) of all documentation to the Procurement Unit.
- B. The Procurement Unit reviews the draft document for content, clarity, and compliance with procurement laws and regulations. The Procurement Unit shall work with the program on any required changes. When necessary, the document is sent to the Office of General Counsel for their review and approval.
 - C. Depending on the dollar value of the solicitation, it shall be publicly advertised by the Procurement Unit for five (5) days or forwarded to DPMM for processing.
 - D. If the advertised solicitation receives a response from a potential bidder, the purchase can no longer be defined as a SFS and must be competitively bid. If no response is received, the process continues.
 - E. The Department shall not contract for commodities or services with a vendor if the vendor or an affiliate of the vendor fails to collect and properly pay sales tax as provided in Chapter 144, RSMo. The Procurement Unit shall verify a vendor's tax compliance prior to awarding a contract.
 - F. The Procurement Unit obtains the authorized official signatures on the contract. The contractor receives a copy of the executed contract. All executed contract documents are imaged for access by the programs.
 - G. The Division enters a SAM II PGQ or SC document to encumber (obligate) the funds for commodities and services to be provided. The Division may not contact the vendor directly to place the order. Enter a SAM II PDQ or SCS document if the purchase order is entered into SAM II after the end date on the Price Agreement and the commodities were obtained or services were performed prior to the contract expiration date. The Price Agreement number must be entered in the Comment field on the Other Attributes tab. *Note: The letter "O" must be entered in the SAM II purchase order's Order Type field to designate the procurement as a SFS.*
 - H. The document routes electronically for approvals to be applied by the Division ordering the commodities or services and then to the Division of Administration for final approval.
 - I. Purchase orders are printed out each day. The Procurement Unit provides the vendor a copy of the purchase order and sends a copy of the purchase order to the Division.
 - J. The Division receives and verifies the order.

- K. The Division enters a SAM II Receiver (RC) document after commodities or services are received. Each invoice must indicate the RC document number, the purchase order document number, the accounting line(s), the dollar amount(s), and “P” for partial or “F” for final (i.e., AL01 - \$1,000 “P”).
- L. The original approved invoice is submitted to the Bureau of Financial Services – Accounts Payable Unit for processing.

Note: See the SAM II Documents - Detailed Coding Instructions for additional information.

Must also get a letter from the proposed subgrantee that states why they are the SFS for the Emergency Contract. See the example from Translating Data.

Fixed Price Memo- (Only needed if the current subgrantee has a fixed price contract with the AAA and shall not agree to continue providing the services under a cost reimbursement emergency contract. This will be rare.)

Fixed-price Contract: A contract which provides for a firm, fixed price under which the contractor bears the full responsibility for profit or loss. A fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. Fixed-price contracts are appropriate for services that can be objectively defined in the solicitation and for which risk of performance is manageable.

A fixed-price contract is suitable for acquiring services on the basis of reasonably definite specifications or deliverables when the Department can establish fair and reasonable prices prior to execution of the contract, such as when (a) there is adequate price competition, (b) there are reasonable price comparisons with prior purchases of the same or similar commodities or services made on a competitive basis or supported by valid cost or pricing data, or (c) available cost or pricing information permits realistic estimates of the probable costs of performance.

*A contract that has the designation of being fixed price requires a “justification memo” accompanying the State of Work (SOW). This memo should include the determining factors attributed to the fixed price also with specific justification. Because OMB and CFR requirements prohibit payment of profit to recipients, a fixed-price contract should only be used if there is sufficient cost and pricing data available prior to contract execution to ensure that the contractor shall not be receiving any profit (or amount in excess of actual allowable costs) under the contract. Justification memos and a request for a waiver to use fixed-price contracts are to be submitted to the Division of Administration for review. The Division of Administration shall review the request and compare against the criteria for using fixed-price contracts instead of cost reimbursement contracts. The justification memo and waiver request shall be forwarded to the Director’s Office with Division of Administration’s recommendations for approval or denial of the request for waiver. Approved waivers shall be granted for one year.

[Return to Process for SUA to Establish Contracts](#)

Appendix 6- Emergency Procurement Example Document

1. GENERAL

1.1 The contract amount shall not exceed (Insert the dollar amount of the current contract funds remaining for the period of today's date through end of current contract with subgrantee).

1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.

(Use only in OA contracts that will not have a DH 70/71 used for signature)

1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

(Use only in subrecipient contracts)

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.4.3 Taxes (e.g., city/county/state/federal)

1.4.4 State and local certifications (e.g., professions/occupations/activities)

1.4.5 Licenses and permits (e.g., city/county license, sales permits)

1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Senior Programs

Program Contact: Name of person who will run the contract

Address: 912 Wildwood Drive, Jefferson City, MO 65109

Phone: 573-526-4542

Email:firstname.lastname@health.mo.gov

2. PURPOSE

2.1 Explain the purpose of the contract in general terms. (The Department of Health and Senior Service (DHSS) must ensure the continuity of services for the eligible population in the planning and service area (PSA) for the former _____ Area Agency on Aging. _____ Area Agency on Aging is dissolving their nonprofit status; therefore, DHSS must initiate an emergency contract in order to allow the current contractor to continue providing _____ services to the eligible population in the PSA.

3. DEFINITIONS

3.1 **Planning and Service Area (PSA)** means an area designated by the State Agency under Section 305(a)(1)(E) of the Older Americans Act, as amended, for the purposes of developing and coordinating service systems.

DHSS means the Department of Health and Senior Services

OAA means the Older Americans Act, as amended.

4. DELIVERABLES AND OUTCOMES

4.1 Add in deliverables from the current contract the AAA has in place and any additional deliverables we may need added.

5. REPORTS (if not defined in the deliverables)

5.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

(Use only in subrecipient contracts)

5.2 The contractor shall submit a MSER using the template provided by the Department.

6. BUDGET AND ALLOWABLE COSTS

Choose applicable language below. In most cases, cost reimbursement language should be used. Fixed price language requires approval by the Division of Administration. A written justification memo must be submitted to the Division of Administration, Procurement Unit that includes the assumptions and calculations used in determining the fixed price amount.

FOR COST REIMBURSEMENT:

With budget amounts by category:

(Insert the budget categories with amounts or include as an Attachment to the Scope of Work)

6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment X, which is attached hereto and incorporated by reference as if fully set forth herein.

6.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

(Optional for cost reimbursement. For fixed price contracts, may use when there is more than one fixed unit.)

6.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting. *(Use only when a Contractor's has a negotiated indirect rate. Optional for cost reimbursement. Delete for fixed price.)*

OR

6.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the

indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

(Use when one of following indirect rates are used: the 10% de minimis rate, a restricted rate, the Contractor accepts a rate lower than their negotiated rate, or contracts funded from state funds only. Optional for cost reimbursement. Delete for fixed price.)

6.4 Indirect costs

(Do not use in fixed price contract. Indirect should be included in the rate.)

(Use the following language when using a Contractor's negotiated indirect rate.)

6.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

6.4.2 The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate.

6.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

6.4.4 In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at monitoring@health.mo.gov prior to submitting an invoice using the new rate.

OR

(Use the following language when using the 10% de minimis rate; a grant with a restricted indirect cost rate; the Contractor accepts an indirect rate other than their negotiated rate; a percentage rate determined by the department for use on a state funded contract; or a percentage rate less than the 10% de minimis rate that has been agreed upon between the department and the Contractor for use on a federally funded contract.)

6.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

6.4.2 The Contractor shall not bill the Department for indirect costs that exceed X% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

6.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

OR

6.5. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

(Use when personnel is a reimbursable expense in a cost reimbursement contract.)

6.6 The Contractor must have the prior written approval of the Department for any travel related expenses.

OR

(Travel expenses for non-government entities)

6.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses at the travel reimbursement rates set by the Contractor's written travel policy.

6.6.1 The Contractor shall ensure travel expenses incurred under this contract are consistent with those travel expenses followed by the Contractor in like circumstances in its other operations.

6.6.2 The Contractor may use the Contiguous US Per Diem Rates (CONUS) rates as a guide to determine reasonableness.

6.6.3 The CONUS per diem rates can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.

6.7 The Contractor shall follow competitive procurement practices.

6.8 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

(Use only if the Department is the "pay or of last resort.")

7. INVOICING AND PAYMENT

7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

OR

7.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. ***(use only for OA, SFS, and vendor contracts)***

7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 10th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

(May revise language as applicable to needs of particular contract.)

7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

(May revise language as applicable to needs of particular contract)

7.5 The Contractor shall submit invoices to:
Name of person running contract

Missouri Department of Health and Senior Services
Division of Senior and Disability Services
Ren P.O. Box 570
Jefferson City, MO 65102-0570

7.6 The Contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date. *(May revise language as applicable to needs of particular contract)*

7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
(Use only in subrecipient contracts)

7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

7.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

7.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.

7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

9. Renewal

10. MONITORING

10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11. DOCUMENT RETENTION

11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

11.3 If the Contractor is subject to any litigation, claim, negotiation, audit, or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

11.4 If the Department is subject to any litigation, claim, negotiation, audit, or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

12.2 The Contractor shall comply with provisions of Attachment X, as attached hereto, and incorporated by reference as if fully set forth herein, in regard to the Health Insurance Portability and Accountability Act of 1996, as amended.

(Use if Business Associate provisions are needed)

13. LIABILITY

13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regard

to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

14.1.1 Notwithstanding subparagraph 1 of this section, in the event the Contractor intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

(Use only in university contracts)

14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

(Use only in subrecipient contracts)

14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

(Use only in subrecipient contracts)

14.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

(Use only in subrecipient contracts)

14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

15. RESERVED FOR OTHER REQUIREMENTS. ADD SECTIONS AS NECESSARY

16. AUTHORIZED PERSONNEL

(Insert the following language when the total contract amount is greater than \$5,000)

16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the

services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit __, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit __ must be submitted prior to an award of a contract.

16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

16.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

OR

(Insert the following language when the total contract amount is \$5,000 or less)

16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the

services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The Contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

17. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS *(Insert the following language when the total contract amount including renewals are \$100,000 or more)*

17.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

17.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

17.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

17.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit _ - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

18. TERMINATION

18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

18.1.2 A change in federal or state law relevant to this contract occurs; or

18.1.3 A material change of the parties to the contract occurs; or

18.1.4 By request of the Contractor.

18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

18.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

18.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished, or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

19. SUBCONTRACTING *(Use only if subcontracting will be allowed)*

19.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

19.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

19.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

19.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

19.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

19.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

[Return to Process for SUA to Establish Contracts](#)

[Return to Process for SUA to Create an Acting AAA](#)

Appendix 7- Single Feasible Source Memo Draft Example



MEMO

TO: Shalonda Graham, Unit Chief
Procurement Unit, Division of Administration

THROUGH: Melanie Highland, Director
Division of Senior and Disability Services

THROUGH: Shyra Dougherty, Bureau Chief
Bureau of Financial Support Services

THROUGH: Michael Brewer, Bureau Chief
Bureau of Senior Programs

FROM: Person who will run contract
Title

SUBJECT: SFS for Company Name

DATE: Add Date

The _____ Area on Aging (AAA) formerly had a contract with Subgrantee to provide Service contracting. The Add AAA Name board has dissolved the AAA Corporation. The Division of Senior and Disability Services (DSDS) is required to ensure the continuity of services for older adults living in the planning and service area of the AAA. DSDS desires establishing an emergency contract with subgrantee name to ensure that services to eligible individuals in the area continue with minimal interruption to their services.

A single feasible source (SFS) contract is to be established with subgrantee name as the contractor with the ability to continue providing services to the eligible individuals with minimal interruption to their services.

[Return to Process for SUA to Establish Contracts](#)

[Return to Process for SUA Staff to Act as AAA](#)

[Return to Process for SUA to Create an Acting AAA](#)



MEMO

TO: Shalonda Graham, Procurement Manager
Division of Administration

THROUGH: Melanie Highland, Director
Division of Senior and Disability Services

THROUGH: Shyra Dougherty, Bureau Chief
Bureau of Financial Support Services

THROUGH: Michael Brewer, Bureau Chief
Bureau of Senior Programs

FROM: Name of person who will run contract
Title

SUBJECT: Justification for Fixed Priced Contract- Add Subcontractor Name

The Division of Senior and Disability Services wishes to contract with Subgrantee Name. This subgrantee previously contracted with the _____AAA to provide _____services to eligible older adults in their planning and service area. The AAA board has dissolved the corporation, and an emergency contact needs to be established to ensure the continuity of services to participants. The AAA had a fixed price contract with subgrantee and has only agreed to continue providing services under the same fixed price structure.

DSDS wishes to offer a fixed price contract to Subgrantee to provide _____ services to eligible older adults in the planning and service area. The initial contract period will be September 1, 2021, though, June 30, 2022.

DSDS wishes to pay Subgrantee a fixed price for add in the services and fixed cost information for those services. These amounts are the standard costs for Subgrantee to provide these services.

[Return to Process for SUA to Establish Contracts](#)

[Return to Process for SUA to Create an Acting AAA](#)

Appendix 9 – Missouri Area Agency on Aging Memorandum of Understanding: Partnering in PSA Service Coverage during Compelling Circumstances

**Missouri Area Agency on Aging (AAA)
Memorandum of Understanding:
Partnering in PSA Service Coverage
During Compelling Circumstances**

Recognizing that the mission success of Missouri Area Agencies on Aging (AAA) depends, in part, on the success of all ten Area Agencies on Aging, collectively, the undersigned AAAs agree to support and assist each other during compelling circumstances.

The purpose of this Memorandum of Understanding is to assure Missouri seniors and funding entities of strengthened access to and delivery of vital services through a ready, collaborative network of ten Area Agencies. All Missouri Areas on Aging function under the same regulations and assurances of CFRs, CSRs, and state unit on aging (DHSS) contract deliverables. This common ground of service performance facilitates and streamlines the efficient interchange of services during compelling circumstances, assuring the most productive leveraging of Older Americans Act and General Revenue funding.

In the event that a member of this memorandum of understanding (“MOU”) cannot fulfill critical PSA (Planning and Service) needs during compelling and extraordinary circumstances or in cases of demand beyond capacity, i.e., to include meal output obligation to constituents, benefits enrollment, Care Coordination, disaster response, etc., one member of this MOU may request one or more members of this MOU to act as service partner(s) in the delivery of any or all AAA authorized services which are needed to achieve and maintain identified levels of service and performance.

Agreed upon cost-share per unit of service delivered shall be established during each instance of MOU evocation, prior to the delivery of any services.

The AAA being called upon to provide assistance shall extend their direct service outreach and programs into the requesting PSA’s territory to the extent staffing, supplies, and resources exist. These extended services shall be properly segregated in documentation for reporting and reimbursement purposes. All units of service performed within the geography of each PSA shall be reported to the state in that PSA’s units of service report.


Restitution for services rendered shall be made by the receiving AAA to the supplying AAA at the agreed-upon rate of service. In effect, the responding AAA shall be acting in ma4-interagency contract capacity for the delivery of services within a fellow AAA’s Planning and Service (PSA) territory.

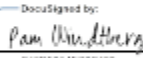
Notice of this collaborative assistance between fellow Missouri Area Agencies on Aging for the purpose of increasing capacity of delivered, vital services shall be made to the State Unit on Aging (DHSS) with assurances that the interchange of services provides the most advantageous intervention. In the event a waiver is required by DHSS, the request shall be completed by the AAA requesting assistance.

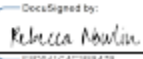
This partnership provision of services across normal and usual PSA borders shall remain in place only during such a time as designated by agreement between MOU partners or only under the continuing appeal of the requesting AAA and the continued ability and willingness of the assisting AAA. Either AAA may discontinue collaborative provisions at any time. In instances of need to stock supplies for the provision of assistive services to another AAA, the assisting AAA requests a 30-day notice of release from the request for assistance.

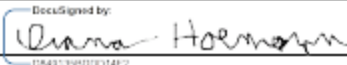
Each AAA member of this MOU also agrees to provide an alternate hub of operations for any other member of the MOU, to the extent possible, during times of emergency or disruption of normal hubs of operation. The AAA being assisted shall agree to reimburse all reasonable costs for the operation of this temporary hub provision, i.e., utility share, communications share, etc.


This Memorandum of Understanding shall be in effect for five years, beginning May 5th, 2020. Prior to the lapse of this agreement, the renewal of such a document shall be considered to assure continuity of agreement.

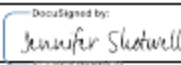
Area Agency on Aging	SeniorAge Area Agency on Aging
Authorized Agent (Printed Name & Title)	Starr Kohler CEO
Signature of Authorized Agent	
Date of Agreement	5/26/2020

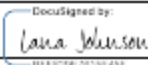
Area Agency on Aging	Pam Windtberg
Authorized Agent (Printed Name & Title)	Pam Windtberg Executive Director
Signature of Authorized Agent	
Date of Agreement	5/26/2020

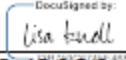
Area Agency on Aging	Aging Best
Authorized Agent (Printed Name & Title)	Rebecca Nowlin CEO
Signature of Authorized Agent	
Date of Agreement	5/26/2020

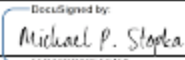
Area Agency on Aging	Care Connection for Aging Services
Authorized Agent (Printed Name & Title)	DIANA HOEMANN Executive Director
Signature of Authorized Agent	
Date of Agreement	5/26/2020

Area Agency on Aging	Mid-America Regional Council
Authorized Agent (Printed Name & Title)	James Stowe Director, Aging and Adult servc
Signature of Authorized Agent	
Date of Agreement	6/2/2020

Area Agency on Aging	Area Agency on Aging, Region X
Authorized Agent (Printed Name & Title)	Jennifer Shotwell
Signature of Authorized Agent	
Date of Agreement	6/2/2020

Area Agency on Aging	Aging Matters
Authorized Agent (Printed Name & Title)	Lana Johnson Lana Johnson, Executive Dir.
Signature of Authorized Agent	
Date of Agreement	6/2/2020

Area Agency on Aging	Aging Ahead
Authorized Agent (Printed Name & Title)	Lisa Knoll CEO
Signature of Authorized Agent	
Date of Agreement	6/2/2020

Area Agency on Aging	Young at Heart Resources
Authorized Agent (Printed Name & Title)	Michael P. Stopka
Signature of Authorized Agent	
Date of Agreement	7/14/2020

Area Agency on Aging	
Authorized Agent (Printed Name & Title)	
Signature of Authorized Agent	
Date of Agreement	

[Return to AAA Director and Staff Quit, but AAA Board is Still in Place](#)

Attachment B – Home-Delivered Meal Level of Contact Form

Directions: Complete this information for each contractor or senior center that delivers home-delivered meals. This information shall be used to determine what type of background check is required for the home-delivered meal driver. This information should be kept in the AAA Office for review during monitoring.

Area Agency on Aging			
Contractor or Senior Center			
Service Area			
Level of Contact (Mark One)	<input type="checkbox"/>	Dropping meal(s) at the door and leaving with no real contact with participant	FCSR Not Needed
	<input type="checkbox"/>	Bringing meal(s) inside the home	FCSR Needed
	<input type="checkbox"/>	Bringing meal(s) and providing a friendly visit in person	FCSR Needed
Funding Source (Mark all that apply)	<input type="checkbox"/>	Older Americans Act Title III C	
	<input type="checkbox"/>	Medicaid HCBS	

Attachment D - Individual Conflict of Interest Identification, Removal or Remedy Example



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-8400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Missouri State Unit on Aging State Unit on Aging Employees Involved with the Older Americans Act (OAA) Title III Program Individual Conflict of Interest Identification, Removal, and Remedy

Name of individual completing form: _____
Date Conflict was Identified: _____
Name of Person with the Identified Conflict: _____

If there is an answer of "yes" to any of the questions on the "State Unit on Aging Employees Involved with the Older Americans Act Title III Program Individual Conflict of Interest Screening Form" form, you must complete the information below for each yes answer.

Please indicate the number of the identified conflict of interest as indicated on the form (1- 4) and describe the conflict below:

Number(s) which corresponds to the identified conflicts: ____

Please describe the conflict:

Describe how the conflict will be remedied or removed:

What is the expected duration of the identified conflict and plan?

Employee Name

Signature

Date

Employee Name

Signature

Date

Attachment E - Organizational Conflict of Interest Example



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director



Michael L. Parson
Governor

Missouri State Unit on Aging State Unit on Aging Organizational Conflict of Interest Form

In accordance with OAA Final Rule, 45 CFR 1321, the State Unit on Aging (SUA) must have policies and procedures to ensure no organizational conflict of interest (COI) exists. Organizations involved in the establishment of the Older Americans Act (OAA) and the individuals who carry out the duties of the OAA, the SUA, AAAs, and Provider Agencies must be free from conflicts of interest, pursuant to Section 712(f) of the Older Americans Act, 45 CFR 1321, and policies and procedures developed by the SUA.

The SUA shall consider both the organizational and individual conflicts of interest that may impact the effectiveness and credibility of the work of the SUA. It is the duty of all SUA employees to identify and report any conflict of interest to the DSDS Division Director. Organizational conflicts include any conflicts that may impact the effectiveness and credibility of the work of the SUA.

An Organizational COI includes: (1) One or more conflicts between competing duties, programs, and/or services; and (2) Other conflicts of interest identified in guidance issued by the Assistant Secretary for Aging and/or by State agency policies.

Organizational conflicts of interest include, but are not limited to, placement of the SUA, or requiring employees of the SUA to perform conflicting activities in an organization that meet any of the following:

1. Is responsible for the licensing, surveying, or certifying long-term care facilities. Yes No
2. Is an association (or an affiliate of such an association) of long-term care facilities, or of any other residential facilities for older individuals or individuals with disabilities. Yes No
3. Has any ownership or investment interest (represented by equity, debt, or other financial relationship) in, or receives grants or donations from, a long-term care facility. Yes No
4. Has governing board members with any ownership, investment, or employment in long-term care facilities. Yes No
5. Provides long-term care to residents of long-term care facilities, including the provisions of personnel for long-term care facilities or the operation of programs which control access to or services for long-term care facilities. Yes No
6. Provides long-term care coordination or case management for residents of long-term care facilities; Yes No
7. Provides long-term care services, including programs carried out under a Medicaid waiver approved under section 1115 of the Social Security Act (42 U.S.C. 1315) or under subsection (b) or (c) of section 1915 of the Social Security Act (42 U.S.C. 1396n), or under a Medicaid State plan amendment under subsection (i), (j), or (k) of section 1915 of the Social Security Act (24 U.S.C. 1396n). Yes No
8. Sets reimbursement rate for long-term care facilities. Yes No
9. Sets reimbursement rates for long-term care services. Yes No
10. Provides adult protective services. Yes No

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

11. Is responsible for eligibility determinations regarding Medicaid or other public benefits for residents of long-term care facility placements. Yes No
12. Conducts preadmission screening for long-term care facility placements. Yes No
13. Makes decisions regarding admission or discharge of individuals to or from long-term care facilities. Yes No
14. Provides guardianship, conservatorship or other fiduciary or surrogate decision-making services for residents of long-term care facilities. Yes No

Answering "Yes" to any of these questions indicates a potential organizational conflict of interest. If a conflict of interest is identified, the "Organizational Conflict of Interest Identification, Removal and Remedy Form" must be completed and submitted to the SUA Director for review and approval.

Failure to identify and remove a conflict of interest could result in a heightened risk rating from the Administration for Community Living, a corrective action plan, or potential loss of funding.

I certify that I have read and understand this COI form and I have no conflicts.

I certify that I have read and understand this COI form and I notified the SUA Director (DSDS Director).

BSP Bureau Chief, Name

BSP Bureau Chief Signature

Date

DSDS Director, Name

DSDS Director Signature

Date

Attachment F- Organizational Conflict of Interest Identification, Remedy or Removal Example



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Missouri State Unit on Aging State Unit on Aging Organizational Conflict of Interest Form

In accordance with OAA Final Rule, 45 CFR 1321, the State Unit on Aging (SUA) must have policies and procedures to ensure no organizational conflict of interest (COI) exists. Organizations involved in the establishment of the Older Americans Act (OAA) and the individuals who carry out the duties of the OAA, the SUA, AAAs, and Provider Agencies must be free from conflicts of interest, pursuant to Section 712(f) of the Older Americans Act, 45 CFR 1321, and policies and procedures developed by the SUA.

The SUA shall consider both the organizational and individual conflicts of interest that may impact the effectiveness and credibility of the work of the SUA. It is the duty of all SUA employees to identify and report any conflict of interest to the DSDS Division Director. Organizational conflicts include any conflicts that may impact the effectiveness and credibility of the work of the SUA.

An Organizational COI includes: (1) One or more conflicts between competing duties, programs, and/or services; and (2) Other conflicts of interest identified in guidance issued by the Assistant Secretary for Aging and/or by State agency policies.

Organizational conflicts of interest include, but are not limited to, placement of the SUA, or requiring employees of the SUA to perform conflicting activities in an organization that meet any of the following:

1. Is responsible for the licensing, surveying, or certifying long-term care facilities. Yes No
2. Is an association (or an affiliate of such an association) of long-term care facilities, or of any other residential facilities for older individuals or individuals with disabilities. Yes No
3. Has any ownership or investment interest (represented by equity, debt, or other financial relationship) in, or receives grants or donations from, a long-term care facility. Yes No
4. Has governing board members with any ownership, investment, or employment in long-term care facilities. Yes No
5. Provides long-term care to residents of long-term care facilities, including the provisions of personnel for long-term care facilities or the operation of programs which control access to or services for long-term care facilities. Yes No
6. Provides long-term care coordination or case management for residents of long-term care facilities; Yes No
7. Provides long-term care services, including programs carried out under a Medicaid waiver approved under section 1115 of the Social Security Act (42 U.S.C. 1315) or under subsection (b) or (c) of section 1915 of the Social Security Act (42 U.S.C. 1396n), or under a Medicaid State plan amendment under subsection (i), (j), or (k) of section 1915 of the Social Security Act (24 U.S.C. 1396n). Yes No
8. Sets reimbursement rate for long-term care facilities. Yes No
9. Sets reimbursement rates for long-term care services. Yes No
10. Provides adult protective services. Yes No

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

11. Is responsible for eligibility determinations regarding Medicaid or other public benefits for residents of long-term care facility placements. Yes No
12. Conducts preadmission screening for long-term care facility placements. Yes No
13. Makes decisions regarding admission or discharge of individuals to or from long-term care facilities. Yes No
14. Provides guardianship, conservatorship or other fiduciary or surrogate decision-making services for residents of long-term care facilities. Yes No

Answering "Yes" to any of these questions indicates a potential organizational conflict of interest. If a conflict of interest is identified, the "Organizational Conflict of Interest Identification, Removal and Remedy Form" must be completed and submitted to the SUA Director for review and approval.

Failure to identify and remove a conflict of interest could result in a heightened risk rating from the Administration for Community Living, a corrective action plan, or potential loss of funding.

- I certify that I have read and understand this COI form and I have no conflicts.
- I certify that I have read and understand this COI form and I notified the SUA Director.

_____	_____	_____
BSP Bureau Chief, Name	BSP Bureau Chief Signature	Date
_____	_____	_____
DSDS Director, Name	DSDS Director Signature	Date

Attachment G - Board Member Certification Example

I, _____ [Name of Board Member] _____, certify that I have the respect, capacity, and authority necessary to assist the AAA in convening all interested persons, assessing needs, designing solutions, tracking overall success, stimulating change, and planning community responses for the present and for the future.

Signature

Date

Attachment H – Contracts and Commercial Relationships Checklist

AAA Contracts & Commercial Relationships Check List

In accordance with sections 212 and 306 of the Older Americans Act (OAA) and [45 CFR 1321.9\(c\)\(2\)\(xiv\)](#) of the OAA Regulations, the DHSS requires all AAAs to receive approval to establish contracts and commercial relationships and participate in activities related to contracts and commercial relationships. DHSS has established policies and procedures for the AAAs to receive prior approval for contracts and commercial relationships permitted under section 212 of the Act, consistent with their authority under sections 305(a)(1)(C), 118 306(a), 119 306(b), 120 and 212(b)(1). Those policies and procedures can be found in the SUA and AAA Policy and Procedure Manual which is in box.com <https://stateofmissouri.app.box.com/folder/278268978832>.

The contract, conflict of interest form, and this completed form must be uploaded to the appropriate AAA folder in the Contracts and Commercial Relationships folder in box.com.

If the contract is for normal OAA services, we shall also use the General Requirements for All Service Providers and specific service monitoring form to ensure that all required elements are in the contracts for those services.

Provider Name	Add prospective contractor name
Budget Period	Add budget period under which the funds for this contract shall fall under (SFY)
Contract Uploaded	Y/N
Scope of Work	Copy and paste the Scope of Work (deliverable) from the contact with the related page numbers from the contract.
How is this work related to the OAA?	Describe how the program or services in the contract meets the work under the OAA or the AAAs Mission.
Have all required approvals been obtained under state policies and procedures (such as cost allocation plan)?	How shall this change the cost allocation plan? Does a budget update need to be completed with DHSS. Have you updated your program and services listing, contractor listing, and any other Area Plan documents that need to be updated to implement this contract?
Were any funds provided by the Act used in developing or carrying out the agreement? Y/N EX: percentage of staff time; indirect; etc. If yes: <ul style="list-style-type: none"> Was this done within the AAAs Admin dollars? The agreement guarantees that all funds provided by the Act are reimbursed. Y/N Detail how shall the program income be used to expand services as described in 45 CFR 1321.9(c)(2)(xii) and 2 CFR 200.307 	Describe funds used. If OAA funds were used in any way to support the development of the contract and planned work, answer the questions below.
How has the AAA ensured that the costs associated with the services meet the requirements of not being higher than Fair Market value?	Describe how the costs associated to the contract deliverable were determined. Are they consistent with Fair Market Value for similar services and programs?
Agency Type (For or Non-Profit)	For-Profit or Non-Profit (If non-profit, did you verify the 501(c)(3) or similar documentation?
Total Award	What is the total amount of funds to be used in the

	contract?
Contract Dates	Enter the full dates for the contract, including any renewals allowed in the contract.
Good Standing with Secretary of State https://bsd.sos.mo.gov/BusinessEntity/BESeArch.aspx?SearchType=0	Provide assurance that the AAA has looked up the proposed contractor in the Secretary of State's website to make sure they are in good standing?
Insurance Requirements	Are any applicable insurance requirements included in the contract?
Indemnifies the State	Does the contract indemnify the State of Missouri?
Background Checks	Have all appropriate background checks been completed?
HIPAA BAA- https://www.hhs.gov/hipaa/for-professionals/covered-entities/sample-business-associate-agreement-provisions/index.html	Have the appropriate HIPAA / Business Associate Agreement (BAA) information been incorporated into the contracts?
Percent of contract amount to the whole AAA budget	What percent of the overall AAA budget is this contract?
Is AAA under corrective action / sanction	Yes/No
How has the AAA ensured that the contract shall not compromise, undermine, or be inconsistent with the objective of serving the needs of older individuals.	Describe how this contract shall affect the AAAs ability to serve the needs of older adults. What affect if any shall this contract have on the other programs and services approved under the Area Plan?
Attestation: AAA to attest that there are no real or perceived individual or organizational conflicts of interest (COI). If a COI has been identified, the AAA must disclose: <ul style="list-style-type: none"> - A description of the identified COI - A description of how it was mitigated / addressed 	Submit a completed Conflict of Interest form to shows that there is no real or perceived conflict of interest. If a conflict is identified, describe how the conflict and how the conflict shall be mitigated or addressed.

Attachment I – Examples of Notice of Federal Interest

BLANK EXAMPLE of NOTICE OF FEDERAL INTEREST

On (insert date), the (insert name of Grantee) awarded Grant No. _____ to (insert name of AAA). The grant provides Federal funds for (describe purpose of grant, e.g., construction, major alteration and renovation, mortgage, or acquisition of a building*), which is located on the property described below in _____ County, State of _____:

(GRANTEE INSERT LEGAL DESCRIPTION OF PROPERTY)

The Notice of Award for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of the Assistant Secretary for Aging of the Administration on Community Living (ACL), or designee; or (3) sold or transferred to another party without the written permission of Assistant Secretary for Aging of the Administration on Community Living (ACL), or designee. These conditions are in accordance with the statutory provisions set forth in [insert authorizing Federal law name and citation or insert the name of the appropriations bill authorizing the award of the earmarks for that particular year], Title 45 CFR part 74 or 92 (as appropriate), the HHS Grants Policy Statement, and other terms and conditions of award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the Assistant Secretary for Aging of the Administration on Community Living (ACL), or designee.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

* Description should include specificity to determine if the Federal Interest applies to the land, building, or part thereof. Street or campus address should be included whenever possible.

Completed Example of a Notice of Federal Interest that was filed in Cole County (4 pages)

Recorded in Cole County, Missouri

Recording Date/Time: **07/15/2024** at **08:25:07 AM**

Book: **760** Page: **848**

Instr #: **202405426**

Pages: **4**

Fee: **\$33.00**

Electronically Recorded
NEWMAN COMLEY AND RUTH PC



Judy K. Ridgeway
Recorder of Deeds

Title of document: Notice of Federal Interest
Date of document: July 11, 2024
Grantor: Missouri Coalition for Primary Health Care
dba Missouri Primary Care Association
Grantee: Missouri Coalition for Primary Health Care
dba Missouri Primary Care Association
Mailing address: 3325 Emerald Lane
Jefferson City, MO 65109

NOTICE OF FEDERAL INTEREST

The Department of Health and Human Services, Health Resources and Services Administration ("HRSA") awarded Grant Number 1 CE1HS46613-01-00, FAIN Number CE146613, from the Consolidated Appropriations Act, 2022 (PL 117-103) under the Community Project Funding/Congressionally Directed Spending – Construction ("the Grant"). The Grant provided funds for the construction of a shared office and conference center addressing the training and technical assistance needs of primary care, dental, mental health and substance abuse providers in Missouri. HRSA notified Missouri Coalition for Primary Health Care dba Missouri Primary Care Association ("MPCA") that it was the recipient of the Grant on August 12, 2022. Such Grant funds were used by MPCA under the Grant for improvements on the real property described below in Cole County, State of Missouri:

Part of Lot 2 of C.C. West Subdivision, Section 2, as per plat of record in Plat Book 12, page 465, Cole County Recorder's Office, being a part of the Northwest Quarter of the Northeast Quarter of Section 16, Township 44 North, Range 12 West, in the City of Jefferson, Cole County, Missouri, more particularly described as follows:

BEGINNING at the southwesterly corner of said Lot 2 of C.C. West Subdivision, Section 2; thence S60°31'02"E, along the southerly boundary line of said Lot 2, 292.36 feet; thence S86°27'39"E, along the southerly boundary line of said Lot 2, 140.17 feet; thence S83°35'55"E, along the southerly boundary line of said Lot 2, 93.05 feet; thence N04°58'54"E, 81.06 feet; thence northerly, on a curve to the left having a radius of 325.00 feet, an arc length of 31.53 feet (chord of said curve being N02°12'10"E, 31.51 feet); thence N00°34'35"W, 312.62 feet to a point

on the northerly boundary line of said Lot 2; thence N85°21'48"W, along the northerly boundary line of said Lot 2, 498.66 feet to the northwesterly corner thereof; thence S00°57'21"E, along the westerly boundary line of said Lot 2, 302.28 feet to the point of beginning.

THE ABOVE DESCRIBED TRACT BEING SHOWN AS TRACT 2B ON SURVEY OF RECORD IN SURVEY RECORD BOOK B, PAGE 864, COLE COUNTY RECORDER'S OFFICE.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The Grant includes conditions on use of the aforementioned property and provides for the continuing federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute or any program regulations governing the award under which the property was acquired; (2) mortgaged or other used as collateral without the written permission of the Associate Administrator, Office of Federal Assistance Management ("OFAM"), HRSA or designee; or (3) sold or transferred to another party without the written permission of the Associate Administrator, OFAM, HRSA, or designee. These conditions are in accordance with the Consolidated Appropriations Act, 2022 (PL117-103), Title 45 CFR part 74 or 92 (as appropriate), the HHS Grants Policy Statement, and the other terms and conditions of the award.

These Grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the Health Resources and Services Administration ("HRSA"), Office of Assistance Management ("OFAM").

MISSOURI COALITION FOR PRIMARY
HEALTH CARE DBA MISSOURI PRIMARY
CARE ASSOCIATION

By: Joseph E. Pierle
Joseph E. Pierle
Chief Executive Officer



STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

On this 11 day of July, 2024, before me appeared Joseph E. Pierle, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of Missouri Coalition for Primary Health Care dba Missouri Primary Care Association, that said instrument was signed on behalf of said corporation, and said Joseph E. Pierle acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.



Tena Marie McDonald
Notary Public

Attachment J – Allowable and Unallowable Costs by OAA Title

Title III-B Supportive Services: The funding for services provided through III B is flexible, allowing agencies to develop programming to reflect community needs and provide tailored supports for older adults and their caregivers.

Required spending minimums.

Access (information and assistance, outreach, case management, and transportation)- 30%

In-Home (homemaker, chore, personal care, respite, adult daycare, telephone reassurance, friendly visiting, homebound shopping, home modification and repair, home technology and automation, and medication set-up)- 20%

Legal- 1%

Allowable expenditures

Access services (see above)

In-Home (see above)

Assisted transportation

Legal services

Supplemental nutrition

Mental and physical health and wellness activities

Disease prevention and health promotion activities

Assistive services and devices

Crime prevention and victim assistance programs

Abuse, neglect and exploitation prevention services

Health and nutrition education

Social/Recreational activities

Operation of multipurpose senior centers

Ombudsman services

Direct program administration costs

This is not an exhaustive list. Contact BSP if you have specific questions.

Title IIIC: Nutrition Services includes home-delivered meals, congregate meals, and carryout meals. Nutrition services can be delivered through a contract or directly.

Allowable expenditures

Congregate and home-delivered meals that meet the OAA nutrition services requirements.

Carryout meals that meet the OAA nutrition services requirements. AAAs must have an approved waiver to provide carryout meals.

Oral nutrition supplements may be purchased with IIIC funds. For example, an oral nutrition supplement can be provided with an OAA-compliant meal but cannot be counted as a meal by itself. See the AAA Policy and Procedure Manual for more information about oral nutrition supplements.

Direct program administration costs

This is not an exhaustive list. Contact BSP if you have specific questions.

Unallowable expenditures

Congregate and home-delivered meals that do not meet the OAA nutrition services requirements.

Meal replacement drinks that are provided as a complete meal or as part of a meal that does not meet the DRIs without the meal replacement drink.

Meals served to participants not meeting eligibility requirements.

This is not an exhaustive list. Contact BSP if you have specific questions.

Title IIID: Highest level evidence-based programs must meet the highest-level evidence-based criteria as outlined by ACL or receive approval through BSP.

Allowable expenditures

Costs related to implementation of program (such as site set-up, equipment, books, compact discs [CDs], and program-related educational materials and supplies)

A proportion of staff time when that staff is delivering the evidence-based program. This cannot be a set percent of staff time and must be directly tied to how much time the staff member is delivering the evidence-based program.

Time utilized by a subcontracted professional/certified trainer to conduct a program. The certifications or licenses for any professional or credentialed services applied to Title IIID funds shall be kept on file by the AAA.

Travel to trainings or for securing program sites.

Costs associated with training of staff or volunteers for the program (e.g. travel, hotel, subsistence, and registration fee)

Advertising and marketing (e.g. brochures and flyers)

Space rental for the time that space is being used to deliver a highest-level evidence-based program.

Direct program administration costs, including:

- Data entry and evaluation related to health promotion programs.

- Clerical and planning services related to health promotion programs.

- Materials and supplies recommended or required for the program.

This is not an exhaustive list. Contact BSP if you have specific questions.

Unallowable expenditures

Area planning activities that are expected to be conducted for all Older Americans Act funded programs, such as:

- Salaries of staff outside of time delivering evidence-based programs

- Materials and supplies not recommended or required for the evidence-based program.

- Advocacy, planning, coordination, information sharing, brokering, monitoring, and evaluation functions for the development and maintenance of comprehensive and coordinated community-based systems.

This is not an exhaustive list. Contact BSP if you have specific questions.

Title III-E National Family Caregiver Services: The funding for services provided through III E provides various supports that help family and informal caregivers care for older adults in their homes for as long as possible. In the 2020 Reauthorization of the OAA, Congress removed the 10% cap that states were allowed to spend to provide support services to grandparents or older relatives who are raising relatives' children.

Allowable expenditures

- Information to caregivers about available services

- Assistance to caregivers in gaining access to the services (Information and Assistance, Outreach, Case Management, and Transportation)

- Individual counseling, organization of support groups, and caregiver training

- Respite care.

- Supplemental services (as documented in III B above), on a limited basis.

- Direct program administration costs

This is not an exhaustive list. Contact BSP if you have specific questions.