**SECTION 2 SCOPE OF WORK**

**2.00 Services Required**

The ADD, through its Area Agency on Independent Living (AAAIL), shall administer all the programs and provide for all the services as detailed below:

**1. General Requirements**

1. Compliance
   1. Ensure that all services provided under this Contract are provided in accordance with
      1. any applicable state or federal statutes or regulations;
      2. any commitments and assurances set forth in grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
      3. any federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the ADD and Cabinet for Health and Family Services and submitted to a federal agency.
   2. Provide information, upon request of DAIL, concerning all activities performed pursuant to this Contract, including but not limited to, periodic data reporting and data system input concerning program activities or any data that is required by applicable state or federal law.
   3. Develop an area plan in accordance with a template and instructions provided by DAIL and perform all the functions described in the approved area plan, budgets, and service delivery objectives, which are hereby incorporated by reference as if fully set forth herein. Area plans are due March 31st.
   4. Assist DAIL in conducting client surveys regarding aging services. This may include but not be limited to phone surveys, in person interviews, questionnaires, or longitudinal surveys. Results of any surveys will be shared with the ADD.
   5. Ensure compliance with 910 KAR 1:140 and KRS Chapter 13B – Hearing Procedures Relating to Area Agency on Aging Contractor Selection Actions.
   6. Ensure the minimum units served shall not be less than the units served the previous year, according to the SAMS report. If units served is less than the previous year, a justification will be required.
   7. Attend meetings as scheduled by DAIL, including in-person and web-based meetings. When unable to attend, provide notification to DAIL one (1) business day in advance to make arrangements with the meeting coordinator to gather information discussed at the meeting.
2. Policies and Procedures
   1. Maintain written personnel policies and procedures, including salary, conditions of employment, and job descriptions relative to all personnel involved in the delivery of services under this Contract.
   2. Maintain all standard operating procedures (SOPs) related to service delivery within this Contract on their agency website.
   3. Ensure that all services made available under this Contract are provided and maintained on a continuing basis throughout the fiscal year, subject to the availability of funds provided by DAIL. The ADD shall keep a policy and procedure on file that addresses how interruption of service shall be managed.
   4. Maintain written policies and procedures to ensure a plan for the continuity of services in the event that the ADD terminates a subcontractor. Notify DAIL if a subcontractor is terminated or ends the contract.
   5. Assist with voter registration per KRS 116.048(1)(d). For guidance, refer to DAIL provider guidelines.
   6. Report all incidences or suspected incidences of abuse, neglect, and exploitation as indicated by KRS 209.030 within 24 hours of learning of such incidences.
   7. Maintain a disaster plan that shall include:
      1. A plan to maintain communications between DAIL and ADD staff during the time of a disaster unless telecommunication devices are rendered inoperable.
      2. A plan to contact all homebound clients in the designated disaster area within 48 hours of the initial disaster to ensure health, safety, and welfare. Biweekly contact will occur thereafter until the ADD resumes services for the client. Documentation of each contact shall be entered into SAMS.
   8. Provide, per 2 CFR Part 200.203 Internal Controls, for the establishment of effective internal controls that are in compliance with guidance in “Standards for Internal Controls in the Federal Government” also known as the “Green Book”.
   9. Develop and implement a policy and procedure regarding a wait list for services.
3. Maintain local, state, and federal information and resource contact information, including private pay option, to be provided to individuals who are waiting for services.
4. Document community resources offered to individuals placed on the Homecare waiting list.
5. Submit an updated waiting list, in the DAIL approved format, quarterly as follows: July 15th, October 15th, January 15th, and April 15th.
6. Financial Requirements
   1. Adhere to the approved budget, following outlined procedures for amendments.
      1. The ADD shall submit a correct budget for all programs to DAIL by 4:30 p.m., Eastern Standard Time August 1st of the current year. For any allocations that are provided to the ADD after July 1st of the current year, specific timelines for return on budget shall be provided in the budget instruction letter.
      2. At the end of the quarter, an amendment to adjust the service delivery objectives and/or the budget may be requested.
      3. The ADD shall request written approval for any variation which will exceed ten percent (10%) in any cost categories (personnel, travel, equipment, etc.) of any program component budget total (Administration, etc.)
         1. DAIL at its option will either:
            1. Prepare a contract amendment if the change is substantial, or
            2. Give a written letter of approval if the change is minor.
      4. No budget revision shall be requested by the ADD after March 1st.
      5. At the close of the fiscal year, expenditures in any cost categories (personnel, travel, etc.) shall not exceed the amount budgeted by ten percent (10%) or more of any program component budget total (administration, social services, etc.).
      6. Budgetary shifts between federal fund programs shall follow the Administration for Community Living (ACL) guidance.
      7. Ensure that Budget Narratives are included for all budgets submitted to DAIL on a form provided by DAIL including initial budgets and any budgetary shifts requiring contract modification.
   2. Ensure that all indirect and/or administrative costs follow state and federal law.
7. Maintain a Cost Allocation Plan, on file with the Governor’s Office for Local Development, to be utilized in determining costs to be reimbursed under this Contract.
   * + 1. A copy of the approved Cost Allocation Plan shall be submitted annually to DAIL by August 1st.
       2. Failure to meet the “Federal Financial Participation” or “State Financial Participation” requirements for allowable costs will result in the requirement to refund such ineligible costs to DAIL.
8. Upon confirmation of final closure of audit, or final expenditure report, any funds remaining from the allocation shall be refunded to DAIL.
9. The ADD will not charge administrative costs/expenditures to direct costs in accordance with the agency’s submitted cost allocation plan and 2 CFR Part 200, Subpart E.
10. The ADD will limit indirect costs to reasonable, allowable, necessary and allocable, using Cost Accounting Standards (CAS).
11. Ensure that administrative costs across all awards from DAIL to the ADD will follow the Administrative Costs as detailed in the U.S. Department of Health & Human Services Policy Statements.
    1. Acknowledge that for state-funded contracts, DAIL reserves the right to withhold payments under this Contract and provide services directly to the counties within the ADD if DAIL determines that the AAAIL’s performance under this Contract has endangered the health, safety, or welfare of its clients or if DAIL determines the ADD has failed to comply with Federal or State Laws, including the area plan requirements, regulations, or policies.
    2. Ensure that any portion of the Executive Director’s salary paid using Aging funds is fully accounted for. If the amount exceeds 10.5%, detailed justification along with the monthly attestation must be provided in accordance with the agency cost allocation plan.
    3. Ensure at least ninety percent (90%) of all funding provided through DAIL is used for service provision in accordance with monthly invoices.
    4. Ensure indirect depreciation expense on real property, as applicable, is charged correctly.
    5. Abide by DAIL travel guidelines:
12. Submit out-of-state and overnight travel requests that use DAIL funds for approval at least 30 days prior to travel.
13. Abide by state regulations located at 200 KAR 2:006 including but not limited to mileage rate, per diem rates, and subsistence for all travel. Reimbursement by DAIL will not be made for any amount that exceeds these limitations.
    1. Document program income, as defined by 2 CFR 200.80.
       1. Program income collected by a provider may be retained or submitted to the AAAIL, at the AAAIL’s discretion. If retained by the provider, a report of program income, by program, must be submitted to the AAAIL, with financial reports, for the AAAIL approval.
       2. All program income must be used for the expansion of services.
       3. Third party in-kind contributions shall be defined as stated in 2 CFR 200.29, 2 CFR 200.96, 2 CFR 200.306 and its application shall be subject to applicable portions of this regulation, Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and contractual provisions.
          1. All third party in-kind contributions shall include, but may not be limited to, documentation of size and value of space donated; total volunteer time spent and total value of time including hours and duties performed; and documentation of item contributed.
          2. Third party in-kind documentation shall be submitted with monthly invoices.
       4. The ADD shall account for, provide source documentation, and expend program income in accordance with 2 CFR 200.80, 2 CFR 200.307, and as further defined by the Administration on Aging (AOA) Policy.
       5. Program income must be used during the same budget period and in the same program, in which the income is earned.
       6. Any interest income earned by the ADD on any portion of the funds reimbursed under this agreement shall be used to expand services in the programs in which the interest is earned. It is also expressly understood that if interest income, earned from a specific fund dollar, is not expended for the same services in the same fiscal year in which it is earned, the funds shall be returned to the DAIL. Procedures to minimize the time elapsing between the transfer of funds and this disbursement by the ADD shall be maintained.
    2. Provide detailed documents to DAIL on every expense upon request, as defined in Section 1:04, 65.
    3. Ensure Aging funds are not used to pay for any meals or food expenses, unless otherwise stipulated in program administration.
    4. Provide all clients an opportunity to voluntarily donate toward the cost of services.
    5. Acknowledge that if the ADD fails to meet any individual component of these requirements, it shall have all reimbursement request(s) held regardless of funding source, program, and amount until such time as the budget report complies with all requirements set forth above.
    6. Monitor and respond to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by DAIL.
14. Match Requirements

* 1. The ADD shall be responsible for the following match requirements:
  2. Provide local match equal to or greater than the amount in effect during fiscal year 2017-2018. Failure to provide the required local match may result in a proportionate reduction of state funding.
  3. Meet the match requirements through allowable costs and/or third party in-kind contributions, state funds, or local cash.
  4. Provide substantial documentation including, but not limited to, volunteer forms, provider invoices, and floor plan with square footage in order to verify match.
  5. Ensure that the application of funds shall be in accordance with requirements for match of the specific funding source, as referenced in 2 CFR 200.29, 2 CFR 200.306.
  6. Corroborate match as part of the audit process when a program is subject to an audit under Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements for programs funded by state funds.
  7. The federal share of a project cost, as applicable, is earned only when the cost is accrued and the nonfederal share of the cost has been contributed. Receipt of federal funds (through reimbursement) does not constitute earning of these funds. If the ADD is unable to provide the required local match, there will be a proportionate reduction of the federal allotment.

1. Eligibility for Services
2. Ensure that client eligibility has been determined according to program regulations, prior to the provision of services and that required client information including eligibility, assessments, and journal entries are entered into the SAMS database.
3. Ensure that clients meeting program eligibility requirements shall only be removed or denied services if said client meets the requirements of 910 KAR 1:220 (7)(4)(b).
4. Ensure that services and information shall be offered to those clients that express a desire to pursue private pay designation.
5. Changes to Services
6. Notify DAIL within one (1) business day when the ADD’s AAAIL office has a planned closure during normal business hours, including the reason for closure.
7. Notify DAIL as soon as a decision is made for an unplanned closure, including the hours of closure and reason for the closure.
8. Provide educational materials regarding changes to the service delivery of programs within five (5) business days to each participant when indicated to do so by DAIL.
9. Request in writing an amendment to adjust the service delivery objectives at the end of each quarter, as needed.
10. Record Maintenance & Documentation
11. Ensure client records are transferred appropriately, when necessary. Upon termination of this Contract, copies of all appropriate records of all active clients and/or participant data shall be provided to the new service provider in accordance with policy.
12. Ensure the retention of client-specific records, in a secured physical or electronic location, for five (5) years after the last date of service, and ensure that confidential data is destroyed in accordance with Federal, State, or local privacy laws and regulations.
13. Ensure that back-up documentation is provided for any and all expenditures and revenue claimed on all invoices including but not limited to detailed payroll reports, subcontractor invoices, financial system generated reports, and any additional requested documentation.
14. Ensure all client documentation is available for review in the SAMS system.
15. Ensure documentation is available at monitoring and upon request by DAIL.
16. Submit required documentation electronically to [DAILAging@ky.gov](mailto:DAILAging@ky.gov) with an electronic copy to the ADD’s program and/or financial liaison, unless otherwise noted or instructed.
17. Provide DAIL with statistical and other information necessary for state reporting requirements.
18. Training
19. Assist DAIL, upon request, in training involving services, requirements, and resources related to this Contract.
20. Document training using an agenda that includes training dates and times, topics of discussion, and the trainer(s) name and title. Documentation shall also include a sign-in sheet to verify training attendance.
21. Provide DAIL-approved Board trainings with 100% attendance of the executive board and with a minimum of 70% attendance of all remaining board members.
22. All staff and volunteers should be trained annually on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults. Training should be provided by individuals with expertise in working with older adults and educated in elder justice.
23. Volunteers
24. Ensure volunteers that are providing direct service are trained on their role and the Federal, State, local, and contractual requirements of their duties.
25. Ensure volunteers performing the work of a paid staff position meet all qualifications of the position.
26. Maintain volunteer records including but not limited to training, total number of volunteers, training hours provided, job description, and work completed.
27. Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.
28. Acknowledgements
    1. Ensure public awareness activities supported with federal funds and allocated to the ADD through this Contract contains the following statement: “This information is made possible by state and/or federal funding provided by the Kentucky Department for Aging and Independent Living.”
29. Public awareness activities include printed materials such as posters, brochures, or flyers, community/public events such as health fairs, school activities, and media events via television, radio, internet, e-mail or newspaper.

**2. Additional Requirements for the Homecare Program**

The ADD’s AAAIL shall administer and provide services to the Homecare Program according to 910 KAR 1:180 and also include the following:

1. Policies and Procedures
   1. Create a Homecare Plan as described in 910 KAR 1:180 Section 3, Homecare Plan.
   2. Provide in-home services on a schedule that runs, at a minimum, from Monday through Friday from 8:00am-6:00pm.
   3. Maintain a written policy and procedure regarding wait lists for service.
   4. Maintain a written policy and procedure that addresses the reasons and length of time a client can be placed on and remain in hold status.
   5. Maintain a written policy and procedure regarding Homecare supplies noting that a limit has been set at five-hundred dollars ($500) per client per fiscal year.
2. Financial Requirements
3. Ensure that all time billed to case management is spent administering, planning, facilitation, care coordination, evaluation, and advocating for options and services to meet individuals or caregivers needs through communications, resources, information, and clients’ needs.
4. Provide or subcontract for services sufficient to expend forty percent (40%) of the budgeted supply line for Homecare service supplies by the end of the second quarter.
   1. A justification shall be submitted to DAIL if forty percent (40%) of the budgeted supply line for Homecare cannot be expended by the end of the second quarter. This justification may include a plan to reallocate funds or a plan for expending funds within the remainder of the fiscal year.
5. Designate no more than ten percent (10%) of the total original current fiscal year Homecare allocation for in-home supplies. Provide backup documentation with monthly invoice when funds are spent.
6. Provide a written justification for all Homecare line items with expenditures ten percent (10%) above or below the monthly goal.
7. Eligibility for Services
8. Ensure clients meet eligibility as outlined in 910 KAR 1:180 Section 4, Eligibility.
9. Utilize a DAIL priority screening. Persons aged sixty (60) and over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services per 910 KAR 1:220.
10. Record Maintenance & Documentation
11. Utilize the ADRC Homecare Program Determination Worksheet, and maintain a copy in each client’s file.
12. Document monthly contacts within the client’s record in SAMS that include evaluation of the client’s continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals.
13. Ensure journal entries and notes justifying clients need for service and service delivery shall be entered in SAMS for all Homecare clients in accordance with the ADD’s policies and procedures.
14. Document in each client’s file that resources provided through natural supports have been exhausted before accessing Homecare funds. Documentation shall also include demonstration that the client is not eligible to receive the same services through the Kentucky Medicaid Program.
15. Ensure a signed copy of the participant’s rights and responsibilities is placed in the participant’s file, as applicable. Electronic signatures and electronic storage are acceptable.
16. Training
    1. Ensure that all case managers complete sixteen (16) hours of in-service training on aging and disability related topics every fiscal year. Documentation of each case manager’s training shall be kept by the AAAIL and available for monitoring or upon request by DAIL.
       1. All case managers should be trained annually on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults.
17. Staffing
18. Provide sufficient supervisory staff to ensure effective administration and coordination of the Homecare program with the following duties:
    1. Meet all requirements of 910 KAR 1:180.
    2. Perform in-house monitoring and sub-provider monitoring of ten percent (10%) of case records, documenting findings on a quarterly basis.
    3. Take corrective actions on areas identified as deficient.
    4. Provide in-house trainings based on the findings.
    5. Provide in-house review of 25% of all closed cases prior to final close. Documentation of findings and resolutions should be available at monitoring.
19. Provide sufficient staff to carry out case management and assessment duties described in 910 KAR 1:180 who meet the requirements outlined in 910 KAR 1:180, Section 5 and also perform the following duties:
    1. Document community resources offered to individuals placed on the Homecare waiting list.
    2. Document in the client’s record, on a monthly basis, contacts that include evaluation of the client’s continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals.
    3. Review a social security award letter, bank statement, or official document to verify income and document in the client’s file.
    4. Determine client eligibility, including any required fees utilizing the Home Care (HC) fee schedule.
    5. Utilize the person centered planning approach and document the process in the client record including who was involved, agency, and services they will provide.
    6. Record informal and formal supports in the homecare client’s plan.
    7. Record all contacts with the client and/or caregiver, ensuring a minimum of one (1) contact per month.
    8. Do not duplicate Medicaid Waiver services and document ineligibility of same or similar services through Medicaid in the client’s file.
20. Ensure that in-home service providers have a scheduling supervisor who monitors and communicates the delivery of services to the case management agencies.
21. Ensure staff fulfilling the duties of social service assistant (SSA) meet program qualifications per 910 KAR 1:180, 1 (19)(a-h).
22. Maintain job descriptions for all staff and volunteer positions providing service in the Homecare program.
23. Provide training to all staff and volunteers sufficient to perform assigned duties and to understand the needs of older adults.
24. Monitor services that are provided directly by the ADD’s AAAIL in the same manner that monitoring is conducted for services provided through a subcontractor.

**3. Additional Requirements for the Homecare Home Delivered Meals Program**

The ADD’s AAAIL shall administer and provide Home Delivered Meals according to 910 KAR 1:180 and 910 KAR 1:190 and also include the following:

1. Policies and Procedures
   1. Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.
   2. Maintain a policy and procedure that explains how a home delivered meals program will be monitored according to the requirements of 910 KAR 1:190 Section 5, Home Delivered Nutrition Services.
2. Financial Requirements
   1. Provide a hot or nontraditional home delivered meal in accordance with a participant’s plan of care for a reasonable cost.
3. Eligibility for Services
   * + 1. Ensure clients meet eligibility as outlined in 910 KAR 1:190 Section 2(3), Eligibility.
4. Record Maintenance & Documentation
   * + 1. Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.
5. The score assigned to each question and the total score shall be recorded in SAMS and the participant’s file.
6. Complete non-traditional meal assessment on all Home Delivered Meal clients receiving non-traditional meals and retain those in the client’s files.
7. Record the following items in the participant’s file:
8. The need for further intervention as determined by a score of six (6) or greater.
9. Intervention provided based on score.
10. Follow up on previous interventions at the next screening must be recorded.
11. Provide documentation for approval for provision of non-traditional meals.
12. Provide DAIL with statistical and other information necessary for state reporting requirements.

**2.01 Deliverables**

1. **General**
2. Develop an area plan in accordance with a template and instructions provided by DAIL and perform all the functions described in the approved area plan, budgets, and service delivery objectives, which are hereby incorporated by reference as if fully set forth herein. Area plans are due March 31st.
3. A copy of the approved Cost Allocation Plan shall be submitted annually to DAIL by August 1st.
4. Submit a correct budget for all programs to DAIL by 4:30 p.m., Eastern Standard Time August 1st of the current year. For any allocations that are provided to the ADD after July 1st of the current year, specific timelines for return on budget shall be provided in the budget instruction letter.
5. Ensure the minimum units served shall not be less than the units served the previous year, according to the SAMS report. If units served is less than the previous year, a justification will be required.

1. Ensure all invoices with supporting documentation are submitted by the 19th day of each month.
2. Ensure ninety-nine percent (99%) of state funds shall be expended by June 30th.
3. Ensure at least ninety percent (90%) of all funding provided through DAIL is used for service provision in accordance with monthly invoices.
4. Provide local match equal to or greater than the amount in effect during fiscal year 2017-2018.
5. Provide DAIL-approved Board trainings with 100% attendance of the executive board and with a minimum of 70% attendance of all remaining board members.
6. Distribute client satisfaction surveys to measure outcomes and satisfaction. Client Satisfaction Surveys shall be available for review during monitoring or as requested by DAIL.
7. Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults.

**2. Homecare**

1. Create a Homecare Plan as described in 910 KAR 1:180 Section 3, Homecare Plan.
2. Submit a Homecare waitlist quarterly by July 15th, October 15th, January 15th, and April 15th.
3. Submit the top three (3) findings of Homecare internal monitoring on October 1st and April 1st of the current year and the actions taken to correct them.
4. Provide documentation at monitoring of sixteen (16) hours of training for case managers.
5. Perform in-house monitoring and sub-provider monitoring of ten percent (10%) of case records, documenting findings on a quarterly basis.
6. Provide in-house review of 25% of all closed cases prior to final close. Documentations of findings and resolutions should be available at monitoring.
7. **Homecare Home Delivered Meals**

A. Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

**2.02 Reporting Requirements**

* + - 1. **SAMS**
    1. Ensure all reported data is accurately reflected and documented in SAMS no later than the 10th of the following month. The SAMS report information shall match the information submitted on the backup documents for the Homecare program. SAMS information shall include:
    2. All data required by the ADRC.
    3. Complete client records, including intake, screening, the DAIL approved assessment, DAIL approved plan of care, and service units.
       1. Shall be entered prior to the start of service.
       2. **NAPIS State Program Reports**

NAPIS reports are completed by the states to provide the Administration on Aging (AoA) with a review of the state’s annual performance. Three principal types of data are included:

(1) performance data on programs and services funded by the Older Americans Act (OAA);

(2) demographic/descriptive data on the older adult population obtained from the U.S. Census Bureau and other sources; and

(3) descriptive data on the infrastructure of home and community-based services in place to assist older persons, based on AoA studies and related reviews.

The state’s annual NAPIS report is a roll up compilation of each individual AAAIL’s NAPIS Report. In order to report the state’s performance to the Administration on Aging, the ADD shall:

* + 1. Submit the NAPIS report electronically via SAMS and with email notification to DAIL on or before October 31st at 4:30 pm EST.
       1. FY 2018 – 2019 data due October 31, 2019.
       2. FY 2019 – 2020 data due October 31, 2020.
    2. Ensure missing data is not equal to or greater than three percent (3%) in any category.
    3. Include complete justifications on the required DAIL form for any changes plus (+) or minus (-) 10% for each service and cost category of units and expenditures.
    4. Include a 2-year comparison submitted on the required DAIL form.
    5. Corrections to the NAPIS report must be complete and approved by DAIL on or before close of business November 16th.
    6. Acknowledgement that if any individual component of these reporting requirements is not met, all reimbursement request(s) will be held regardless of funding source, program, and amount until such time as the NAPIS report complies with all requirements set forth above.
       1. **Other reporting requirements**

Submit a written evaluation of findings, corrective action plans (if necessary), and desktop monitoring, to DAIL no later than March 31st of the current year.

Submit quarterly annual reports (see KRS 147A.115 for definitions and guidance) to include:

* + - 1. grant award,
      2. local funds (match or applied),
      3. total grant funds,
      4. administrative cost and percentage of administrative cost,
      5. direct expenditures and percentage of expenditures,
      6. indirect expenditures and percentage of indirect expenditures,
      7. unexpected funds with explanation,
      8. list of direct services provided by the ADD and its contractors,
      9. number of eligible persons,
      10. number of persons served,
      11. number of people on waiting list,
      12. performance measures, and
      13. reserves/carryover amounts.

|  |  |  |
| --- | --- | --- |
| **KRS 147A.115 Quarterly Report Due Dates** | | |
| **Fiscal Year** | **Quarter** | **Due on or before** |
| FY2018-2019 | 1st | October 31, 2018 |
| 2nd | January 31, 2019 |
| 3rd | April 30, 2019 |
| 4th | July 31, 2019 |
| FY2019-2020 | 1st | October 31, 2019 |
| 2nd | January 31, 2020 |
| 3rd | April 30, 2020 |
| 4th | July 31, 2020 |

**2.03 Subcontractors**

Subcontractors will be considered acceptable for this contract with the following provisions.

1. Provide DAIL with all RFPs and related processes thirty (30) calendar days prior to the scheduled release date to be approved for distribution.
   * + 1. All RFPs should adhere to KRS 45A Kentucky Model Procurement Code.
2. Submit a sample of subcontracts to DAIL staff upon request.
3. Submit a waiver for nontraditional uses of program funds to DAIL for approval.
4. Ensure entities contracting with the ADD to provide services utilizing DAIL funds do not subcontract with another entity to perform services. **Second tier subcontracts are prohibited.** 
   * 1. The ADD may submit a request in writing for an exception. A request should include the name of the entity, the reason for the request to subcontract, and any disclosures of conflicts of interest with the ADD or its contractor(s).
5. Include a flow down clause in all subcontracts requiring all subcontractors to adhere to the obligations of the ADD pursuant to this Contract.
6. Subcontract with only those personal service agencies certified pursuant to 906 KAR 1:180 Section 2(1) through (4) and KRS 216.710(8).
7. Monitor subcontractors annually, and ensure documentations is maintained on-file and available for DAIL during on-site monitoring, or upon request.
8. Ensure any DAIL written communication sent to the ADD that impacts the ADD’s subcontractors is sent in original format to the subcontractor in as timely a manner as possible.
9. Ensure all subcontract agencies comply with applicable statute, regulatory, and contract requirements.
10. Ensure service continuity and for the protection of the health, safety and welfare of the clients receiving services under this Contract. The ADD shall either perform the responsibilities of the terminated provider or assign responsibilities to another provider. It is the ADD’s responsibility to secure all program/client records, facilities under program control, and equipment. Should a termination of a subcontract be necessary, the ADD must contact DAIL immediately and an emergency plan of action must be submitted for DAIL approval within 10 days of action, with a permanent plan of action submitted for approval within 90 days.
11. Sub-awards and/or sub-providers to this Contract shall be subject to monitoring by DAIL staff on an as needed basis.

**2.04 Payment and Invoicing Requirements**

1. **Payments by DAIL to the ADD**
   * 1. Payments shall be conditioned upon:
2. receipt of appropriate, accurate, and actual invoices along with backup documentation including source documentation,
3. receipt of invoices by the stated deadline,
4. continued satisfactory performance, as determined by DAIL, and

1. the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract.
2. Payment by DAIL to the ADD shall be made only after the Secretary of the Finance and Administration Cabinet or his designee has approved this Contract.
3. Reimbursement of actual allowable expenditures shall be made in accordance with the approved budget.
4. Pursuant to KRS 205.211, the CHFS Cabinet Secretary has the authority to correct any underpayment or overpayment of public assistance benefits.
5. **Requirements for Invoices**
6. Invoices may be submitted between the tenth (10th) and nineteenth (19th) day of each month following the month of service to DAIL by the ADD.
7. Invoices must be submitted in accordance with Section 3.00.10 – Payment and at a minimum include:
8. Vendor's name and address.
9. PON2 number that invoice(s) are using for funding.
10. Clearly list dates of service (from and to) in stated format example: January 1, 2018 to January 31, 2018.
11. The dates covered by the invoice must be between the first day of the month and the last day of the month. Invoices cannot cover part of a different month. For example, April’s invoice would be April 1 through April 30, not April 1 through May 19.
12. Total amount due for the current billing cycle.
13. Cumulative total for all invoices to date.
14. If invoices are not received by the 19th, no approval or payment will take place until the following month’s submission of invoices, unless otherwise approved by DAIL. In this event, individual monthly invoices are required and will not be accepted in a combined amount on a single invoice.
15. If notification of incorrect invoices is received, the ADD will have two (2) business days to respond.
16. If invoices are not correct in totality (financial and programmatic) within fifteen (15) business days, payments will not be made until the following month with the submission of that month’s invoice.
17. The above policies exclude the procedures for the month of June.
    1. June invoices shall be due to DAIL in compliance with the Commonwealth’s fiscal year close out procedure.
    2. June invoices shall be submitted four (4) business days prior to the last day to post transactions in the Commonwealth’s accounting system per the relevant fiscal year’s closing schedule.
    3. A closing memo will be issued to the ADD upon notification to DAIL by the Commonwealth.
18. All services billed must be documented as required in SAMS and/or other program-specific systems. Required data on invoices or invoice backup forms must match data recorded in SAMS.

**2.05 CHFS/DAIL Responsibilities**

The Department for Aging and Independent Living (DAIL) is designated as the state unit on aging for the state of Kentucky to develop and administer the state plan in Kentucky. DAIL is primarily responsible for the planning, policy development, administration, coordination, and evaluation of all state activities related to the objectives of the Older Americans Act. DAIL may:

1. Provide technical assistance for successful completion of the tasks outlined in this Contract.
2. Provide invoice forms and instructions to complete this Contract’s requirements.
3. Ensure that all policy decisions, changes, interpretations, and reinterpretations affecting this Contract are distributed promptly to the ADD.
4. Maintain administrative regulations and procedures to assist in the implementation of Older Americans Act programs and provide such regulations and procedures to the ADD.

**2.06 Monitoring Requirements**

The ADD shall monitor and evaluate the performance of the Homecare Program in accordance with this Contract, 910 KAR 1:220, and other relevant statutes and regulations.

1. Monitor for compliance with all federal and state licensure requirements.
2. Notify DAIL within three (3) working days whenever such compliance is not met.
3. Ensure that client eligibility has been determined, according to each program regulation, prior to the provision of services.
4. Ensure that the required client information, including eligibility, is entered into SAMS prior to service implementation.
5. Ensure client records are transferred appropriately, when necessary. Upon termination of this Contract, copies of all appropriate records of all active clients and participant data shall be provided to the new service provider in accordance with policy.
6. Ensure the retention of client-specific records, in a secured physical or electronic location, for five (5) years after the last date of service, and ensure that confidential data is destroyed in accordance with Federal, State, or local privacy laws and regulations.
7. Ensure compliance with all applicable Federal and State Equal Opportunity Laws.
8. Ensure written personnel policies and procedures, including salary, conditions of employment, and job descriptions relative to all personnel involved in the delivery of services under this Contract are available. Volunteer time must also be documented.
9. Ensure that all incidences or suspected incidences of abuse, neglect, and exploitation are reported as indicated by KRS 209.030 within 24 hours of learning of such incidences.
10. Ensure staff are trained according to requirements.
11. Provide training and technical assistance regarding corrective action plans as needed.
12. Follow the same internal monitoring process for services provided by the ADD as for those that are subcontracted.

**2.07 Related Documents and Materials Incorporated by Reference**

KRS Chapter 13B Administrative Hearings

KRS 45A Kentucky Model Procurement Code

KRS 116.048 Voter registration agencies

KRS 147A.115 Annual reports of receipt and expenditure of state and federal fundings

KRS 205.211 Secretary to correct any underpayment or overpayment of public assistance benefits

KRS 209.030 Reports of adult abuse, neglect, or exploitation

KRS 216.710 Personal services agencies

200 KAR 2:006 Employees' reimbursement for travel

910 KAR 1:140 General administration, programs for older individuals and persons with disabilities

910 KAR 1:180 Homecare program for the elderly

910 KAR 1:190 Nutrition program for older persons

910 KAR 1:220 General administration, programs for older individuals and persons with disabilities