LIEUTENANT GOVERNOR'S OFFICE ON AGING

SOUTH CAROLINA AGING NETWORK'S POLICIES AND PROCEDURES MANUAL

JULY 1, 2013

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MAINTENANCE LOG
SUMMARY LIST OF UPDATES TO THE MANUAL

Chapter Number	PAGES UPDATED	EFFECTIVE DATE
Chapter One	All	July 1, 2013
Chapter Two	All	July 1, 2013
Chapter Three	All	July 1, 2013
Chapter Four	All	July 1, 2013
Chapter Five	All	July 1, 2013
Chapter Six	All	July 1, 2013
Chapter Seven	All	July 1, 2013
Chapter Eight	All	July 1, 2013
Appendix 200	Emergency Preparedness	July 1, 2013
Appendix 500 A	Minimum Meal Bid Specifications	July 1, 2013

CHAPTER 100: INTRODUCTION

101: Purpose of the SC Aging Network's Policies and Procedures Manual

The Lieutenant Governor's Office on Aging (LGOA) is the designated State Unit on Aging (SUA) for South Carolina. The South Carolina Aging Network's Policies and Procedures Manual (hereinafter referred to as "this Manual") sets forth South Carolina's official policies and procedures for the administration of the aging and disability programs and services funded and authorized by the LGOA.

This Manual reflects the mission set forth by the Older Americans Act (OAA), the Administration on Aging (AoA), and the Lieutenant Governor's Office on Aging (LGOA). The mission of the Lieutenant Governor's Office on Aging is to enhance the quality of life for seniors through advocacy, planning, and development of resources in partnership with Federal, State and local governments, nonprofits, the private sector, and individuals.

This Manual incorporates all current policies, standards, and procedures required by the Older Americans Act (OAA). It also includes all related Federal regulations issued by the Administration on Aging (AoA), which is part of the Administration on Community Living (ACL), and the United States Department of Labor (USDOL) and other applicable Federal and State rules and regulations, unless specifically noted otherwise. If there are any contradictions between Federal and State policies in this Manual, Federal policy shall take precedence.

The purpose of this Manual is to assist the LGOA, South Carolina's Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs), and other providers/contractors in executing their overall programs and grants administration responsibilities in a professional manner. As stewards of OAA funding on the State level, the Lieutenant Governor's Office on Aging strives, through this Manual and its policies and procedures, to maintain the utmost professionalism while administering aging services throughout the State of South Carolina. Likewise, this Manual is written to provide the Planning Service Areas (PSAs) and AAAs/ADRCs with the guidance necessary to maintain operating policies and procedures, which reflect effective (best) business practices in order to ensure the quality delivery of programs and services to the aging population and to adults with disabilities.

102: Scope and Organization of the SC Aging Network's Policies and Procedures Manual

The general organization of this Manual is as follows:

- **Chapters 100 through 200** provide programmatic policies and procedures that guide the application of agency operations, the financial assistance process, and all program operations under the OAA and state-funded programs.
- **Chapters 300 through 800** provide grants administration policies and procedures applicable to grantees and contractors.

103: Updating the SC Aging Network's Policies and Procedures Manual

This Manual is evolving and will be updated as needed, particularly when the Older Americans Act (OAA) is reauthorized, ensuring that it is consistent with the most recent applicable Federal and State requirements. To accomplish this purpose, the Lieutenant Governor's Office on Aging (LGOA) will periodically issue updated pages or chapters of this Manual. These updated pages are to be inserted in place of the outdated pages. The LGOA will officially notify the AAA/ADRC of any changes, indicating the effective date of the changes through email or letter. The AAA/ADRC will be expected to note the change in the Maintenance Log found in this Manual.

A. Program Instruction (PI)

Changes in policy or procedures that may be required quickly or for only a short period of time will be announced through a Program Instruction (PI). The appropriate LGOA program manager will write a new PI after consultation and approval from the Director. In such cases, the LGOA may issue a PI for temporary use until an appropriate change in this Manual can be issued or until the short-term need for the change is terminated. Manual holders will be notified when the change is made permanent or is terminated. PI changes will take effect when the LGOA notifies the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs). The AAAs/ADRCs shall immediately notify the providers/contractors in their regions of the mandated changes.

B. Maintenance Log

A "Maintenance Log" follows the "Table of Contents." The log permits updates to be noted as they are placed in this Manual and provides a permanent record of changes to this Manual. Notations in the log should ensure that an individual using this Manual has the current version.

104: History of the Older Americans Act (OAA)

The Older Americans Act (OAA), as amended, is intended to establish a comprehensive and coordinated network of services for older Americans at the State and regional levels. It seeks to do this by providing financial assistance to State and regional efforts to plan, administer, and deliver a wide range of needed services. Such efforts should bolster existing services, coordinate short and long-range development efforts, and facilitate creation of new services needed to fill current gaps.
As first enacted in 1965, the Act authorized funding to support a State Unit on Aging in each state (the LGOA in South Carolina). It also provided funds for each State Unit to initiate local community projects to provide social services to older persons.

105: Reauthorization of Older Americans Act (OAA) in 2006

The Older Americans Act (OAA) has been reauthorized or amended by Congress fifteen (15) times since 1965, and the 2006 amended act is currently being debated by Congress for reauthorization. The current reauthorization was supposed to be approved by Congress in 2011.

The most recent OAA Amendments were reauthorized for five (5) years on October 17, 2006. As of the effective date of this Manual, Congress has not reauthorized the OAA and is nearly two (2) years behind. The 2006 reauthorization embedded the principles of consumer information for long-term care planning, evidence-based prevention programs, and self-directed community-based services to older individuals at risk of institutionalization.

106: Definitions of Terms Used in the SC Aging Network's Policies and Procedures Manual

For the purpose of this Manual, the following definitions apply:

Act: The Older Americans Act of 1965 as amended and re-authorized.

Administration on Aging (AoA): The agency established in the Office of the Secretary, for the United States Department of Health and Human Services, which is charged with the responsibility for administering the provisions of the OAA. The AoA is now part of the Administration on Community Living (ACL) at the U.S. Department of Health and Human Services (USDHHS).

Administration on Community Living (ACL): The USDHHS agency that is responsible for the Administration on Aging (AoA) and administers the provisions of the OAA.

Aging and Disability Resource Center (ADRC): An entity established by the State as part of the State's system of long-term care to provide a coordinated system for providing consumers access to the range of publicly-supported, long-term care programs for which consumers may be eligible by serving as a convenient point of entry for such programs. In South Carolina, ADRCs are part of the AAAs.

Aging Unit: The separate organizational unit specified to administer OAA responsibilities whenever the LGOA designates a multi-function organization as the AAA/ADRC.

Altering or Renovating: Making modifications to, or in connection with, an existing facility necessary for its effective use as a senior center. These modifications may include restoration, repair, or expansion that is not in excess of double the square footage of the original facility and all physical improvements.

Area Agency Advisory Council: A Regional Aging Advisory Council, required by the OAA, which is organized to advise the AAA/ADRC on development and administration of the area plan, conduct its public hearings, and to otherwise represent the interests of older people.

Area Agency on Aging (AAA): The agency, within a planning and service area, designated by the LGOA for administering Older Americans Act (OAA) aging programs described in this Manual.

Area Plan: The official document that is submitted by a designated AAA/ADRC to the LGOA for approval in order to receive aging grant funding during a grant period set by the LGOA. The State of South Carolina has a four year State Plan which is submitted to the AoA. The AAA/ADRC Area Plan is based partly on the State Plan Assurances. The AAAs'/ADRCs' area plan shall be updated annually, or as required by the LGOA. The area plan process shall be comprehensive and inclusive of all programmatic systems and services. The area plan sets forth measurable objectives and identifies the planning, coordination, administration, social services, resource allocation, evaluation, and other related activities, to be undertaken for the plan period. An Area Plan is required for the receipt of OAA funds and must be strictly adhered to by the AAA/ADRC and its providers/contractors.

Assessment: The process of determining the level of need of aging clients in order to provide OAA services.

Assistive Technology: Devices, equipment, technology, engineering methodologies, or scientific principles appropriate to meet the needs of, and to address the barriers confronted by, older individuals with functional limitations.

At Risk for Institutional Placement: When an individual is unable to perform at least two (2) activities of daily living without substantial assistance (such as verbal reminding, physical cuing, or supervision) and is determined by the State to be in need of placement in a long-term care facility (according to 42 USCS § 3002 [Title 42. The Public Health and Welfare; Chapter 35. Programs for Older Americans; Declaration of Objectives and Definitions]).

Case Management: While case management is an authorized function of the Older Americans Act (OAA), in South Carolina, it is not a practical activity due to budgetary restrictions (limited funding).

Civic Engagement: An individual or collective action designed to address a public concern or an unmet human, educational, health care, environmental, or public safety need.

Comprehensive and Coordinated Systems: Interrelated social and nutritional services designed to meet the needs of older persons in a Planning Service Area (PSA).

Conflict of Interest: When an employee, officer, agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Constituent: A person who authorizes another to act in his or her behalf, as a voter in a district represented by an elected official.

Constructing: Building a new facility (including the cost of land acquisition, architectural and engineering fees) or making modifications to or in connection with an existing facility that is in

excess of double the square footage of the original facility, or any, and all physical improvements to a building.

Contract: A written and signed legal procurement agreement under a grant or subgrant. A contract can include a procurement subcontract under a contract.

Coordination: The formal or informal process through which the LGOA and Area Agencies on Aging bring together the planning and services resources (public and private) of a given geographic area for the purpose of initiating, expanding, or strengthening services for older persons. *The AAAs/ADRCs shall coordinate program planning and service resources through outreach and collaboration with local organizations within their planning and service areas in order to expand, enhance, and strengthen services for seniors.*

Direct Services: Any activity performed to provide services directly to individuals and/or older persons by the staff of the LGOA, AAA/ADRC, or provider/contractor.

Disability: A condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that result in substantial functional limitations in one (1) or more of the following:

- self-care;
- receptive and expressive language;
- learning;
- mobility;
- self-direction;
- economic self-sufficiency;
- cognitive functioning; and
- emotional adjustment.

The LGOA's role with disabilities is to provide education, advocacy, and respite resources for adults with disabilities over age 18, their families, and caregivers.

Donated Food/Cash: Food/cash made available by the United States Department of Agriculture (USDA) through the Food Distribution Program to Administration on Aging (AoA) for use in Older Americans Act (OAA) nutritional services.

Elder Justice: Efforts to prevent, detect, treat, intervene in, and respond to elder abuse, neglect, and exploitation; and to protect older individuals with diminished capacity while maximizing their autonomy and the recognition of the individual's right to be free of abuse, neglect, and exploitation.

Eligible Individuals: Persons 60 years of age or older, and their spouses, regardless of age, who qualify for OAA services. Under the State and Area Plans, preference in the delivery of services must be given to older persons in the target groups identified in the Act and elsewhere within this Manual.

Evidence-Based Health Promotion Programs: Programs related to the prevention and mitigation of the effects of chronic diseases such as osteoporosis, hypertension, obesity, diabetes, or cardiovascular disease; and programs directed at alcohol or substance abuse, smoking cessation, stress management, fall prevention, physical activity, and improved nutrition which produce validated positive outcomes.

Exploitation: The fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets.

Fair Market Value: The amount that a reasonable buyer would pay to a reasonable seller when neither party is compelled to make the transaction. For fair market value for donated personal services, change the terms "buyer and seller" to "employer and employee."

Family Caregiver: An adult family member, or other individual, who is an informal provider of in-home and community care to an older individual, or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. It also includes a grandparent or older individuals who are relative caregivers providing care for children with severe disabilities.

Fees/Payments: Legal obligations required in order to receive the service.

Fiscal Year: The State Fiscal Year (SFY) covers the period from July 1 through June 30. Normally, the Federal Fiscal Year (FFY) covers the period from October 1 through September 30.

Focal Point (LGOA Definition): A facility established to provide local leadership on aging issues, to provide older adults access to services at a central location with customer-oriented staff, and to assist those in the community who have an interest in, or need for, information, resources, or services. (For example, all Permanent Improvement Program (PIP) funded Multipurpose Senior Centers shall be focal points of their respective communities.)

Focal Point (OAA Definition): A facility established to encourage the maximum co-location and coordination of services for older persons.

Frail: Having a physical or mental disability, such as Alzheimer's disease or a related disorder with neurological or organic brain dysfunction, that restricts the ability of an individual to perform normal daily tasks or that threatens the capacity of an individual to live independently.

Funding Stream: Sources of the monies that are available for providing the required aging services. Each service has its own funding stream(s). A funding stream can fund more than one kind of service.

Grant-Related Income (GRI): Income generated by the persons participating in activities funded under a grant. GRI can be in the form of cost sharing or voluntary contributions and includes income from fees for state-funded services.

Grantee: The entity or government agency to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Greatest Economic Need: The need resulting from an income level at or below the poverty threshold, as published annually in the Federal Register.

Greatest Social Need: The need caused by non-economic factors, which include physical and mental disabilities; language barriers; and cultural, social, or geographical isolation, including which is caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or that threatens such individual's capacity to live independently.

High Risk Subgrantee: An Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) or provider/contractor that: (1) has a history of unsatisfactory performance; (2) is not financially stable; (3) has a management system that does not meet the management standards prescribed; (4) has not conformed to terms and conditions of previous awards; or (5) is otherwise not responsible.

Homebound: An individual who resides at home, and may be at risk for institutionalization, and is incapable of performing at least two (2) or more Activities of Daily Living (ADLs) without substantial /extensive assistance, and is unable to leave home unassisted. When the individual does leave home, it must be to receive medical care or for short, infrequent non-medical reasons.

Indian Tribal Organization (ITO): Recognized governing body of any Native American tribe, or any legally established organization of Indians controlled, sanctioned, or chartered by the governing body.

Indian Tribe: Any tribe, band, nation, or other organized group or community of Native Americans recognized as eligible for special programs and services provided by the United States to them because of their status as Native Americans (Indians); or that is located on, or in proximity to, a Federal or State reservation or rancheria.

In-Home Service: Personal care (Levels I and II), telephone reassurance, and in-home respite care for families, including adult day care as a respite service.

Long-Term Care: Any service, care or item (including assistive devices), disease prevention and health promotion services, in-home services, and case management services intended to assist individuals to cope with or to compensate for a functional impairment in performing activities of daily living; and not intended to prevent, diagnose, treat, or cure a medical disease or condition. These may be furnished at home, in a community care setting, or in a long-term care facility.

Means Test: Use of an older person's income or resources to deny or limit receipt of services.

Minority Individuals: Persons who identify themselves as Native American, African-American, Asian, Hispanic, or members of any limited English-speaking groups designated as minorities within the State by the LGOA or the Federal government.

Monthly Units of Service Report (MUSR): The AIM report which shall be submitted monthly by the AAAs/ADRCs to the LGOA.

Multi-Purpose Senior Center: A community facility or focal point for the provision of a broad spectrum of services including health, social, nutritional, cultural, and educational group activities for older persons.

Neglect: The failure of a caregiver or fiduciary to provide the goods or services that are necessary to maintain the health or safety of an older individual, or self-neglect.

Nonprofit Organization: An agency, institution, or organization that is owned and operated by one or more corporations or associations with no part of the net earnings benefiting any private shareholder or individual.

Nutrition Education: Programs provided to meal participants using appropriate printed information that was initially prepared, reviewed, and approved by nutrition educators or registered dietitians.

Nutrition Services: Those services, whether provided by a government entity, nonprofit agency, or other organization, that provide meals and other nutritional services, including nutrition education and outreach to older persons. Such services may be provided in a group dining setting that offers a range of social and supporting services or in the home of an eligible older person.

Planning and Service Areas: According to the OAA, a legislatively mandated sub-state, area-wide district designated for purposes of planning, development, delivery, and overall administration of service. In South Carolina, there are ten (10) planning and service areas.

Planning Service Area (PSA): According to the LGOA, the designated organization which contracts with the LGOA to provide OAA services, including full fiscal and administrative responsibility.

Program Beneficiary: An eligible individual who receives services from the LGOA, AAA/ADRC, or a provider/contractor.

Program Income: Gross income received by the subgrantee or provider/contractor directly generated by a grant-supported activity, or earned only as a result of the grant agreement, during the grant period.

Provider/Contractor: An entity awarded a contract from an AAA/ADRC to provide services under the Area Plan. (The LGOA is a grantee of the AoA; the AAA/ADRC is a subgrantee of the LGOA; and the provider/contractor receives its funding from the AAA/ADRC.)

Recipient: The entity to which a United States Department of Health and Human Services (USDHHS) awarding agency awards funds and which is accountable for the use of the funds provided. The recipient is the entire legal entity, even if only a particular component of the entity is designated in the award document. For this Manual, the LGOA will use Grantee instead of Recipient.

Reservation: A designated area of land set apart for the sole use and habitation by any Federally- or State-recognized Native American tribe.

Resource Development/Program Development: The identification and use of new and existing resources to create new programs or to expand existing programs and services for older persons. This process includes those activities that result in the utilization of previously untapped resources.

Self-Directed Care: An approach to providing services under the OAA intended to assist an individual with activities of daily living in which: 1) the services are planned, budgeted, and purchased under the direction and control of such individual; 2) the individual is provided the information and assistance necessary to make informed decisions about care options; or 3) the needs, preferences, and capabilities of the individual to direct and control receipt of services are assessed by the AAA/ADRC, or another agency designated by the AAA/ADRC, in order to develop a plan of specific services that includes those to be directed by the individual, a budget for such services, the role of family members in providing other needed services, and a provision for oversight by the AAA/ADRC to ensure quality and the appropriate use of funds under the OAA.

Self-Neglect: An adult's inability, due to physical or mental impairment or diminished capacity, to perform essential self-care tasks (such as obtaining food, clothing, shelter, medical care, or goods and services necessary to maintain physical and mental health or general safety) or to manage one's own financial affairs.

Service Slot: The number of service units it takes to provide a service (like meals) once per day for a whole year. A service slot may be filled by more than one client over the course of a year, depending on clients' changing needs or to accommodate clients who do not need the service daily. *For example: Client A requires meals five (5) days a week equaling one service slot. Client B requires meals three (3) days per week, while Client C requires meals two (2) days a week. Clients B and C, added together, equals one service slot.*

Service Unit: The provision of one service to one client.

Severe Disability: A severe, chronic condition attributable to mental or physical impairment or a combination of mental and physical impairments that is likely to continue indefinitely, resulting in substantial functional limitation in three (3) or more life activities as specified in the definition for "Disability".

State Unit on Aging (SUA) or Lieutenant Governor's Office on Aging (LGOA): The State Unit on Aging (SUA) was established to study, plan, promote, and coordinate a statewide program to meet the present and future needs of aging citizens. The Lieutenant Governor's Office on Aging (LGOA) is designated as the SUA for South Carolina to administer Older Americans Act (OAA) funds and OAA programs. The Constitution of South Carolina dictates how the Lieutenant Governor fulfills his/her duties, and State Code Section 43-21-40 authorizes the State Unit on Aging to be housed in the Lieutenant Governor's Office and to administer all Federal programs relating to aging that are not the specific responsibilities of another State agency under the provisions of Federal or State law.

Statutory Functions: Statutory functions of the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) are those functions that must be performed in a consistent manner throughout the planning and service area. These services are Information and Referral/Assistance, outreach, advocacy, program development, coordination, and individual needs assessment.

Subgrantee: A designated AAA/ADRC receiving funding from the LGOA. (The LGOA is a grantee of the AoA; the AAA/ADRC is a subgrantee of the LGOA; and the provider/contractor receives its funding from the AAA/ADRC.)

Target Groups: Those persons 60 years of age or older and their spouses, regardless of age, identified by the LGOA and the OAA to be:

- in greatest economic need;
- in greatest social need;
- considered minorities;
- older individuals with limited English proficiency; and/or
- residing in rural areas.

Unit Cost: The amount of funding needed to provide one service unit.

Additional definitions may be found in Section 102 of the Older Americans Act and 45 CFR Parts 1321, 1326, and 1328 (the regulations implementing the OAA).

107: Abbreviations and Acronyms

The following abbreviations may be used throughout this Manual:

- **AAA** – Area Agency on Aging
- **AARP** – American Association of Retired Persons
- **ACE** – Alternative Care for the Elderly
- **ACL** – Administration on Community Living
- **ADA** – Americans with Disabilities Act
- **ADA** – American Dietary Association
- **ADRC** – Aging and Disability Resource Center
- **ADRD** – Alzheimer's Disease and Related Disorders
- **AIM** – Aging Information System
- **AoA** – Administration on Aging
- **ARCC** – Alzheimer's Resource Coordination Center
- **BCD State Fleet** – Budget and Control Board State Fleet
- **CAP** – Corrective Action Plan
- **CFR** – Code of Federal Register
- **CL** – Community Living Division at LGOA
- **CLTC** – Community Long Term Care
- **CMS** – Centers for Medicare & Medicaid Services
- **COA** – Council on Aging
- **DHS** – United States Department of Homeland Security
- **DRI** – Dietary Reference Intake
- **ECTF** – ElderCare Trust Fund
- **EMD** – Emergency Management Division
- **EOC** – Emergency Operations Center
- **EOB** – Explanation of Benefits
- **ESF-6** – Emergency Support Function-6 (Mass Care)
- **EBP** – Evidence-Based Program

- **FC** – Family Caregiver
- **FCSP** – Family Caregiver Support Program
- **FEMA** – Federal Emergency Management Administration
- **FFY** – Federal Fiscal Year
- **FOIA** – Freedom of Information Act
- **GIS** – Geographical Information System
- **GRI** – Grant-Related Income
- **HCBS** – Home and Community-Based Services
- **HIPAA** – Health Insurance Portability and Accountability Act
- **I-CARE** – Insurance Counseling Assistance and Referral for Elders
- **IM** – Information Memoranda
- **I&R/A** – Information and Referral/Assistance
- **ITO** – Indian Tribal Organization
- **LGOA** – Lieutenant Governor's Office on Aging
- **LTCO** – Long Term Care Ombudsman
- **LTCOP** – Long Term Care Ombudsman Program
- **MOA** – Memorandum of Agreement
- **MSA** – Metropolitan Statistical Area
- **MSN** – Medicare Summary Notices
- **MUSR** – Monthly Units of Service Report
- **NAPIS** – National Aging Program Information System
- **NCOA** – National Council on Aging
- **NGA** – Notice of Grant Award
- **NSIP** – Nutrition Services Incentive Program
- **OAA** – Older Americans Act
- **OLSA** – On-line Support Assistant
- **OMB** – United States Office of Management and Budget
- **PAM** – Public and Media
- **PDP** – Part D Prescription Drug Plan
- **PI** – Program Instruction
- **PIP** – Permanent Improvement Program
- **PSA** – Planning Service Area
- **QA** – Quality Assurances
- **RAAC** – Regional Aging Advisory Council
- **RDA** – Recommended Daily Allowance
- **SC4A** – South Carolina Association of Area Agencies on Aging
- **SCDHEC** – South Carolina Department of Health and Environmental Control
- **SCDHHS** – South Carolina Department of Health and Human Services
- **SCDMV** – South Carolina Department of Motor Vehicles
- **SCDOR** – South Carolina Department of Revenue
- **SCSEP** – South Carolina Senior Employment Program
- **SDC** – Service Delivery Contractor
- **SFY** – State Fiscal Year
- **SHIP** – State Health Insurance Program
- **SHL** – Silver-Haired Legislature
- **SLTCO** – State Long Term Care Ombudsman
- **SMP** – Senior Medicare Patrol

- **SUA** – State Unit on Aging
- **USDA** – United States Department of Agriculture
- **USDHHS** – United States Department of Health and Human Services
- **USDOL** – United States Department of Labor
- **VDHCBS** – Veterans Directed Home and Community-Based Services
- **VOAD** – Volunteer Organization Active in Disasters

108: Policy Waivers

Any policy or procedure in this Manual, not Federally-mandated, may be waived by the Lieutenant Governor's Office on Aging (LGOA) when circumstances dictate such action. It is important to note, however, that most of the policies herein are requirements under the Older Americans Act (OAA) or other Federal or State regulations. Therefore, the LGOA has limited flexibility in granting waivers. *In the interest of maximum consistency, waivers will be granted only under highly unusual, justifiable circumstances on a case-by-case basis.* Requirements for requesting waivers are contained in Section 209 and 210 of this Manual.

CHAPTER 200: STATE UNIT ON AGING OPERATIONS

201: Purpose and Overview of the Lieutenant Governor's Office on Aging as the Federally-Designated State Unit on Aging

This chapter sets forth policies and procedures that the State Unit on Aging (SUA), the Lieutenant Governor's Office on Aging (LGOA) in South Carolina, follows in planning and administering Older Americans Act (OAA) programs with the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) and the providers/contractors who utilize State and Federal aging funding. In addition, this chapter provides an overview of the LGOA's relationship with the OAA and the AoA.

The Lieutenant Governor's Office on Aging (LGOA) was established to study, plan, promote, and coordinate a statewide program to meet the present and future needs of aging citizens in South Carolina and to administer all Federal programs relating to aging that are not the specific responsibilities of another State agency under the provisions of Federal or State law. The Lieutenant Governor's Office on Aging is the designated operational agency for the State Unit on Aging for South Carolina. In that role, the LGOA is the administrator and steward of the OAA and its funds in South Carolina.

A. Federal Mandate for the State Unit on Aging

The Older Americans Act mandates the existence of a State Unit on Aging in all states to administer provisions of the Act.

B. State Designation of LGOA

According to South Carolina Code Section 43-21-40:

> *"The division shall be the designated state agency to implement and administer all programs of the federal government relating to the aging, requiring acts within the State which are not the specific responsibility of another state agency under the provisions of federal or state law. The division may accept and disburse any funds available or which might become available pursuant to the purposes of this chapter.*
>
> *The division shall study, investigate, plan, promote, and administer a program to meet the present and future needs of aging citizens of the State, and it shall receive the cooperation of other state departments and agencies in carrying out a coordinated program.*
>
> *It shall also be the duty of the division to encourage and assist in the development of programs for the aging in the counties and municipalities of this State. It shall consult and cooperate with public and voluntary groups, with county and municipal officers and agencies, and with any federal or state agency or officer for the purpose of promoting cooperation between state and local plans and programs, and between state and interstate plans and programs for the aging."*

The "division" as stated in South Carolina Code Section 43-21-40 is the Lieutenant Governor's Office on Aging (LGOA).

202: The Mission of the Lieutenant Governor's Office on Aging (LGOA)

Through the Older Americans Act (OAA), the Lieutenant Governor's Office on Aging (LGOA) is authorized to be the leader, relative to all aging issues, on behalf of every aging citizen in the State of South Carolina.

The mission set for the Lieutenant Governor's Office on Aging allows seniors to enjoy an enhanced quality of life, contribute to communities, have economic security, and receive supports necessary to age independently with choice and dignity. The LGOA works to meet the present and future needs of the senior population and to enhance the quality of life for seniors through advocating, planning, and developing resources in partnership with Federal, State, and local governments, nonprofits, the private sector, and individuals.

The LGOA is tasked by the OAA to study, plan, promote, and coordinate a statewide program to meet the present and future needs of aging citizens in South Carolina. State law authorizes the LGOA to administer all Federal programs relating to aging that are not the specific responsibilities of another State agency under the provisions of Federal or State law.

In order for a State to be eligible to participate in programs and services funded through AoA grants, the designated State Unit on Aging (SUA) shall develop a State Plan to be submitted to the Assistant Secretary of the Administration on Aging, and upon approval, administer the Plan within the State. The LGOA, as the SUA, must serve as an effective and visible advocate for older persons by reviewing and commenting upon all State plans, budgets, and policies which affect older persons and by providing technical assistance to any agency, organization, association, or individual representing the needs of older persons. The LGOA will divide the State into distinct geographical Planning Service Areas (PSAs) to enhance services for South Carolina's older citizens.

As the administrator and steward of the OAA and its funds in South Carolina, the LGOA shall perform a wide range of aging and disability functions, including, but not limited to:

- advocacy;
- planning;
- coordination;
- interagency linkages;
- information sharing;
- monitoring and evaluation;
- information and referral/assistance system; and
- long term care ombudsman.

These functions are designed to develop or enhance comprehensive and coordinated home and community-based systems, serving communities throughout the State of South Carolina via the aging network structure, which includes Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) and service providers/contractors. These aging network systems shall be innovative and designed to be consumer-driven and senior-focused. These systems will enable older persons to age in place, which is the ability of seniors to lead independent, meaningful, and dignified lives in their own homes and communities for as long as possible.

As authorized through the OAA, the LGOA shall designate AAAs/ADRCs for the purpose of executing at the regional level, the stated mission described above. The LGOA shall designate only those sub-state agencies having the capacity to carry out fully the mission described for such agencies in the OAA as AAAs/ADRCs.

The OAA intends that the AAA/ADRC shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area. **(45 CFR 1321.53(c))**

The AAA/ADRC shall design and actively implement a wide range of services related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring, and evaluation, designed to create a comprehensive and coordinated home and community-based system in accordance with the South Carolina Aging Network's Policies and Procedures Manual and under the guidance of the LGOA.

The LGOA shall ensure that the resources made available to AAAs/ADRCs under the OAA are used to perform the mission described for area agencies.

The governance, functions and designations of the AAAs/ADRCs in South Carolina can be found in Chapter 400 of this Manual – Planning Service Area (PSA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Administration.

203: The Lieutenant Governor's Office on Aging's (LGOA's) Foundation

For convenience, this Manual will use the term "LGOA," to refer to the Office on Aging staff that performs daily operating functions. Enabling legislation for the LGOA is found in Title 43 of the Code of Laws of South Carolina, 1976, as amended.

A. Lieutenant Governor

The Lieutenant Governor is South Carolina's second-ranking Constitutional Officer, providing leadership on legislative matters and public policy for the State. He/she serves as the State's chief advocate for senior citizens and is the chief administrative officer of the LGOA, providing overall leadership for LGOA staff. This includes responsibilities for interpreting State and Federal policies and ensuring the implementation of such policies and related procedures statewide. The Lieutenant Governor appoints an Aging Director, who serves as a representative and an advocate for the interests of the State's senior population with both public and private organizations.

B. Director of the Office on Aging

Section 43-21-70 of South Carolina Code provides for an Aging Director, appointed by the Lieutenant Governor. The Aging Director is responsible for administering the Office on Aging, its policies, coordinating and reviewing both Federal and State policies affecting older adults and caregivers, undertaking broad advocacy activities, and serving as a liaison with public and private agencies and organizations representing the interests of the Lieutenant Governor. The Lieutenant Governor and the Aging Director are the stewards of Older Americans Act (OAA) funds in South Carolina.

C. LGOA Divisions

1. Program Services

The mission of the Program Services Division is to serve senior adults, adults with disabilities, their families, and professionals through outreach; partnerships; Information and Referral/Assistance; data collection and dissemination; planning; training; advocacy; and implementation of the provisions of the OAA.

The Program Services Division is tasked with providing guidance to the aging network through clearly stated policies and procedures in order to accurately collect senior client data, which reflects the actual services being provided by the aging network.

Under the direction of the LGOA Deputy Director and Team Leader for Program Services, this division has broad responsibilities for developing and implementing monitoring measures; staying abreast of aging forecasting; planning activities, to include the integration of area plans and the State Plan on Aging; and the collection, analysis, and publication of client-driven statistical data collected from the agency's programs. Data is made available through the data collection systems, such as the On-line Support Assistant (OLSA), Advanced Information Manager (AIM), and State Health Insurance Program (SHIP) Talk, which track client data for agency reporting purposes. The data from these systems is provided to the Administration on Aging (AoA) for reporting purposes, as aging funding is now based on solid data and is results driven.

This division is responsible for the Information and Referral/Assistance (I&R/A) program and monitors programmatic activities from the data entered by the I&R/A specialists in the AAA/ADRC regions. Other essential functions of the division include coordination of the agency's and aging network's Emergency Management Division (EMD) procedures and services; outreach to aging network partners; primary LGOA liaison for the AAAs/ADRCs, aging network, and senior centers; administration of the Permanent Improvement Project (PIP) grant program; and *SC Access*, a statewide readily-accessible internet database of formal and informal resources available to assist older adults and caregivers.

2. Community Living

The Division for Community Living, under the direction of the LGOA Deputy Director and Team Leader for the Community Living Division, is responsible for coordinating a broad array of aging programs, as well as home and community-based services directed towards enhancing the quality of life for older persons. These include nutritional services, Alzheimer's and dementia-related grants, respite programs, family caregiving, senior employment, insurance counseling, the Veteran's Directed Home and Community-Based Services Program (VDHCBS), transportation services, and the ElderCare Trust Fund (ECTF). The Community Living Division works directly with the AAAs/ADRCs in fulfilling their responsibilities by providing grant management and coordination, programmatic oversight, monitoring, and training. It combines the data inputted and collected from Community Living programs and services with the data received from the AAAs/ADRCs and their providers/contractors in order to create the South Carolina client and service data reports submitted to AoA.

3. State Long Term Care Ombudsman

The State Long Term Care Ombudsman program is headed by the State Ombudsman. This division is housed in the LGOA, but has specified Federal and State duties, functions, and responsibilities, which set it apart from the LGOA. The Ombudsman Program has specific authority provided through the OAA and the South Carolina Omnibus Adult Protection Act of 1993.

The Ombudsmen serve as advocates on behalf of South Carolina's seniors and are responsible for implementation and evaluation of the statewide long term care ombudsman services. Ombudsmen staff at the LGOA is authorized by the AoA, OAA, and the State of South Carolina to investigate complaints related to quality of

care and charges of abuse, neglect, and exploitation of residents of nursing homes and other residential care-providing facilities and to support regional ombudsmen in their efforts. Additional services offered by the Ombudsman Program include Legal Assistance Services and the promotion of Advanced Directives (Living Wills and Health Care Powers of Attorney). This division may also provide staff support for the State's Adult Protection Coordinating Council.

A secondary function for the Ombudsman Program is The Friendly Visitor Program, which utilizes volunteers in the Ombudsman Division. These trained volunteers visit residential care facilities to help educate residents and families on residents' rights.

4. Accounting/Fiscal

Under the direction of the LGOA Deputy Director and the Fiscal Team Leader, the divisional staff manages the financial operations necessary for the efficient functioning of area planning and awards; payment of providers/contractors; purchase of materials, equipment, and supplies; State budgeting; and Federal reporting.

5. Information Technology

Under the direction of the LGOA Deputy Director and the Information Technology Team Leader, the Information Technology division is responsible for the support of all hardware, software, and equipment utilized by the LGOA staff; the management of the AIM and Nursing Facility Bed Locator programs; and the security of the network, computer hardware, and websites. The Information Technology manager produces system reports as requested by staff and the aging network. He/She also acts as the liaison for third-party vendors for system software applications.

6. Human Resources (HR)

Under the supervision of the LGOA Director, the Human Resources (HR) Manager provides knowledge, advice, and counsel to the LGOA Director, leadership team, and staff on staffing issues, legal issues, strategic planning, classification and compensation, employee reviews, and health and other related benefits issues. The HR Manager maintains compliance with State and Federal regulations, and agency policies, including, but not limited to, Equal Employment Opportunity and Affirmative Action programs. This division also supports the South Carolina Enterprise Information System (SCEIS) HR/Payroll module to assure accuracy on all employee and agency records.

7. Special Grants Management

When the LGOA receives grants for special purposes from State or Federal sources, responsibility for the grant may be assigned to a temporary division, or incorporated into an existing division. A detailed overview of the special purpose grant will be conducted, and an assessment of the complexity of the grant and the length of time to be committed to grant activity will determine where the agency administers the grant. The decision on the administrative placement of the special program grant will be made at the discretion of the LGOA Director.

D. Committees and Advisory Boards

1. Committees

The LGOA is involved in committees and advisory boards that assist the agency with meeting its mission of serving South Carolina's older adults and adults with disabilities, such as the South Carolina Department of Health and Human Services

(DHHS) Medicaid Transportation Committee, South Carolina Interagency Transportation Coordination Council, the South Carolina Adult Protection Coordinating Council, the ElderCare Trust Fund, the Geriatric Physician Loan Committee, the Alzheimer's Coordination Council, the Long Term Care Council, the Columbia Mayor's Committee, Family Caregivers Council, and numerous other state, local, nonprofit, faith-based, or advisory committees.

2. South Carolina Advisory Council on Aging

The Council is established under Section 43-21-10 of the Code of Laws of South Carolina, 1976, as amended. The purpose of the South Carolina Advisory Council on Aging shall be to act in an advisory capacity to the LGOA regarding problems and issues affecting older South Carolinians, their families, and caregivers.

The Council shall consist of one member from each of the ten (10) planning and service areas and five (5) members from the State at large. The Lieutenant Governor shall make all appointments to the Council. All fifteen (15) members must be citizens of South Carolina and have an interest in and knowledge of the problems of an aging population. Advisory Council members shall be diverse in age, race and physical functioning; be active in leadership organizations; and represent the diverse concerns of older citizens of the State.

Council members shall serve terms of four (4) years and until successors are appointed by the Lieutenant Governor. Should vacancies occur mid-term, they shall be filled in the manner of the original appointment for the remaining portion of the term only.

3. Lieutenant Governor's Office on Aging's (LGOA's) Nutrition Review Committee

The LGOA shall have a Nutrition Review Committee made up of the LGOA Community Living Team Leader, the Registered Dietitian, and the Health and Wellness Coordinator. The committee shall stay abreast of current applicable Federal and State dietary and nutritional regulations and requirements, and regional menus. The findings shall be reported to the Aging Deputy Director. If Federal and/or State regulations change, the committee shall notify the Policy Manager to update this Manual and to initiate a Program Instruction (PI) to the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs).

204: Lieutenant Governor's Office on Aging (LGOA) Policy Development

The Lieutenant Governor's Office on Aging (LGOA) follows written procedures in performing its major functions and daily operations. Such procedures, policies, protocols, and trainings closely follow the established mandate of the Older Americans Act (OAA) and this Manual. Using the OAA, Administration on Aging (AoA), and State guidance, the LGOA follows the steps below:

- develops, administers, and amends proposed procedures;
- publishes proposed procedures on the agency web site for public review and comment;
- considers all comments in finalizing the procedures;
- creates, assesses, and reviews updates in order to modernize and improve operations and incorporates new policies and procedures into this Manual when necessary; and

- keeps procedures current through the use of Program Instructions (PIs) issued as numbered Information Memoranda (IM).

205: State Plan on Aging

A. General

The State Plan is the document that the Administration on Aging (AoA) mandates the Lieutenant Governor's Office on Aging (LGOA) to submit in order to be eligible to participate in AoA programs and to receive its funding.

The State Plan provides the LGOA with a blueprint to successfully fulfill the mission and components of the Older Americans Act (OAA) and provides the AoA with the assurances and measurements necessary to guarantee that the mandates of the OAA are being performed and services are being provided statewide.

In order for the LGOA to be eligible to participate in programs of grants to states from allotments under Title III of the OAA, the State of South Carolina, in accordance with regulations of the Assistant Secretary of the United States Department of Health and Human Services has designated the LGOA as the sole State agency to develop and administer a State Plan within the State of South Carolina. (**OAA 305(a)(1)(A)(B)**)

The State Plan ensures that the LGOA will comply with all statutory and regulatory requirements in the administration of OAA funds, and it outlines the LGOA's strategies for fulfilling its responsibilities.

B. Effective Period for the State Plan on Aging

The State Plan can have an effective period of two (2), three (3), or four (4) years, as determined by the LGOA. The AAA/ADRC shall provide the LGOA with annual updates and revisions as necessary. The current LGOA State Plan cycle/period is four (4) years. The Plan is developed according to a format determined by the LGOA within the statutory and regulatory requirements of the AoA.

The South Carolina State Plan shall be based on the structure of the OAA with details from area plans developed by the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs). It must contain assurances that the LGOA will meet all of its statutory and regulatory requirements regarding all LGOA functions, including administration and delivery of services. The State Plan identifies each Planning Service Area (PSA) and the AAA/ADRC designated by the LGOA. The Intrastate Funding Formula is used to allocate OAA funds to the AAAs/ADRCs, and there are other funds distributed without uniformity through other allocation methods.

South Carolina's State Plan on Aging specifies, in writing, to the AoA:

- program objectives to implement service delivery requirements consistent with the OAA requirements, those established by the AoA, and those established in area plans;
- documentation of the designation of the LGOA as the State Unit on Aging (SUA);
- resource allocation plan indicating the proposed use of all funds directly administered by the LGOA and the distribution of OAA funds to each planning and service area;
- proposed methods for giving preference to those with greatest economic or social need in the provision of services under the plan; and
- extensive demographic and statistical data.

The LGOA is required to amend the plan under certain conditions:

- to comply with new or revised Federal statutes or regulations;
- to reflect changes in State or Federal law, policy, LGOA organization, or operations that will substantially impact the administration of the State Plan on Aging;
- to reflect a change in the designation of any Planning Service Area (PSA); and
- to reflect a change in the Intrastate Funding Formula.

C. Development and Review of the State Plan on Aging

The LGOA will research, review, and consider all information contained in the area plans submitted by the AAAs/ADRCs when developing the State Plan on Aging for the AoA in order to incorporate activities and services performed by the aging network. Views of older persons and adults with disabilities are considered by the LGOA in the development and administration of the State Plan and any amendments to the Plan through such means as the following:

- public hearings;
- consultation with AAA/ADRC staff and providers/contractors;
- review by advisory committees or other groups of older people;
- surveys; and
- publication of the draft plan and solicitation of written comments.

1. Public Hearings

The AoA requires the LGOA to hold public hearings before the State Plan is officially submitted. Public hearings are advertised at least two (2) weeks in advance of the hearing date in major South Carolina newspapers. News releases on public hearings are sent to weekly and bi-weekly newspapers. Public hearings are to be held at convenient times and in places that are barrier-free. All persons in attendance must sign a register and shall be provided with a comment sheet. Comments collected become part of the Plan.

2. Plan Submission

The original copies of the State Plan and/or amendments are to be submitted to the Lieutenant Governor and LGOA Director for signature by the document's coordinator. The LGOA must then submit the Plan and/or amendments to the AoA at least sixty (60) days prior to the proposed effective date. Upon AoA approval, the Plan becomes effective on the date designated by the AoA.

206: Lieutenant Governor's Office on Aging (LGOA) Functions to Oversee the Older Americans Act (OAA) Funds and Services

The primary functions of the Lieutenant Governor's Office on Aging (LGOA) are planning, coordination, advocacy, resource development, program development, training, information and referral; and outreach on behalf of South Carolina's senior population.

As the administrator and steward of the Older Americans Act (OAA) and its funds in South Carolina, the LGOA shall carry out a wide range of aging and disability functions, including, but not limited to:

- advocacy;
- planning;
- coordination;
- interagency linkages;

- information sharing;
- monitoring and evaluation;
- transportation;
- information and referral/assistance system; and
- long term care ombudsman.

These functions are designed to develop or enhance comprehensive and coordinated home and community-based systems serving communities throughout the State of South Carolina via the aging network structure, which includes Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) and service providers/contractors. These aging network systems shall be innovative and designed to be consumer-driven and senior-focused in order to assist older persons wishing to age in place, which is the ability of seniors to lead independent, meaningful, and dignified lives in their own homes and communities for as long as possible and regardless of age, income, or ability level.

The LGOA has the responsibility for coordinating all activities necessary for effective short- and long-range statewide planning regarding the needs of older adults by using the client data and information submitted by the AAAs/ADRCs. The information and data inputted into the LGOA's data collection systems by the AAA/ADRC staffs and the service providers/contractors provide a critical path to accurate and timely data at a point when the Administration on Aging (AoA) has become more data-driven when providing aging funding. It is imperative that the AAAs/ADRCs properly input client data in an accurate and timely manner to ensure that programmatic and service data is properly reported by the LGOA to the AoA.

The LGOA has statutory authority over OAA programs and any State-funded programs specifically designated by the General Assembly. In addition, the LGOA has a responsibility to coordinate its planning with other State agencies and to implement aging policies and services. Procedures for conducting LGOA activities are as follows:

A. LGOA Planning Process for Enhancing Aging Services in the State Plan

In developing the State Plan, the LGOA planning process integrates long-range plans, strategy sessions, and operational plans to address the needs of older adults. In addition, client and service data collected by the AAAs/ADRCs is reviewed to ensure that aging trends are monitored for planning purposes. To facilitate this process, the LGOA staff reviews the needs of South Carolina's seniors prior to preparing each State Plan. Senior staff and program managers review the data to successfully craft a blueprint that serves the State's aging population. Data reviews include the following:

- needs assessments conducted by the AAAs/ADRCs for area plans;
- service prioritizations conducted by AAAs/ADRCs;
- objectives contained in AAA/ADRC Area Plans;
- data on unmet needs submitted by the AAAs/ADRCs;
- regional AAA/ADRC demographic data;
- reviews of appropriate Federal, State, and regional agencies on needs of older adults;
- public forums concerning the needs for seniors;
- input from the State's Advisory Council on Aging, the Silver-Haired Legislature, the Alzheimer's Resource Coordination Council (ARCC) Advisory Council, and South Carolina AARP (American Association of Retired Persons); and
- the annual public hearing of the Joint Legislative Committee to Study Services, Programs, and Facilities for Aging.

The LGOA provides opportunities for input and participation in the planning process to older adults and caregivers, subgrantees, contractors, and other appropriate parties at regional public hearings prior to the submission of the State Plan. On an ongoing basis, the LGOA conducts research and collects data necessary for effective planning.

B. Coordination of LGOA Responsibilities

The LGOA provides for the dissemination of information on the needs of older adults and the development of cooperative working relationships, particularly with other State agencies that provide services to older adults and adults with disabilities. The LGOA has representation on relevant advisory committees, task forces, and other interagency groups working on behalf of older adults, adults with disabilities, and their caregivers.

C. LGOA Advocacy of Aging Issues

Nothing in this section shall be deemed to supersede statutory or other regulatory restrictions regarding lobbying or political advocacy with Federal funds.

The LGOA will advocate on behalf of older adults in order to ensure that they receive all rights to which they are entitled and to encourage and assist in the development of services and benefits that can meet their needs or contribute toward their independence and dignity. As a part of its advocacy responsibilities, the LGOA will:

- review and comment on national plans, budgets, and policies that affect older persons;
- represent interests of older persons before legislative, executive, and regulatory bodies;
- operate a long term care ombudsman and other elder rights programs;
- assist in the development of legal assistance programs for older persons; and
- provide information or technical assistance to public officials and agencies, organizations, or associations working on behalf of older adults and caregivers.

D. LGOA Resource Development and Program Development

The LGOA works toward the development of new resources that can be used to create, expand, enhance, or maintain needed services and programs for older adults. Resource development activities of the LGOA administration include:

- maintaining data recording protocols, which underscore the importance of the accurate and timely input of data into the LGOA data collection systems by the AAAs/ADRCs and the providers/contractors;
- reviewing data from the AAAs/ADRCs to determine which services need additional resources to better serve a growing aging population;
- requesting and justifying State appropriations through the General Assembly for new or expanded programs using client data which shows the need of increased funding to support a growing aging network in South Carolina;
- developing applications for Federal grants or other sources of funds;
- encouraging other organizations to support needed programs and services in their communities; and
- promoting the use of volunteers as a resource.

The LGOA will develop and implement new programs, improve or modify existing programs, and encourage other agencies to do likewise in response to the changing needs of

older adults and their caregivers in the State of South Carolina, as directed by the OAA and the mission statement of the LGOA.

E. Training for Aging Services and Staff Development

The LGOA shall train the AAA/ADRC Directors or a designee to ensure that an orientation to aging services and programs (State Health Insurance Program (SHIP), Family Caregiver, Information and Referral Assistance (I&R/A), Ombudsman, Policy and Accounting/Administration) is provided. The AAAs/ADRC is responsible for providing training to their staff and providers/contractors.

The AAA/ADRC Directors shall have the opportunity to identify and address training needs during their monthly meeting at the LGOA. This allows them to be forthcoming and proactive with their needs and to discuss specific statewide training needs for their programs and services with the LGOA.

F. Technical Assistance for Aging Services

The AAAs/ADRCs shall provide technical assistance to the providers/contractors to assist them with the delivery of services to older South Carolinians. The AAAs/ADRCs are expected to be up-to-date on LGOA, AoA, and OAA policies in order to provide technical assistance.

The administrative oversight and the collaborative and technical assistance provided to the AAAs/ADRCs will be closely related to issues and activities identified through area plans and other assessment findings. The LGOA will also provide technical assistance, consultation, and partnership assistance as part of a plan to assist the AAAs/ADRCs, but the LGOA is not solely responsible for finding a resolution to address the needs identified by AAAs/ADRCs or other providers/contractors.

G. Quality Assurance

Quality Assurances (QA) procedures are in place for services and service delivery. The role of the LGOA in the QA process is outlined as follows:

- review the schedule of service(s) in each planning and service area as part of the Area Plan process and its annual update review;
- establish and update QA, with AAAs/ADRCs and service delivery providers'/contractors' input, and as needed, the standards and indicators for each service funded through the State and OAA funding;
- establish procedures for amending, editing, updating, and reissuing standards and/or indicators;
- establish the basic elements to be included in the AAA's/ADRC's QA reviews (outlined in the Program Instructions for drafting the Area Plan); and
- establish the basic reporting process for the AAA/ADRC to use to transmit findings to appropriate parties.

The LGOA will involve selected service beneficiaries or caregivers, AAAs/ADRCs, and other providers/contractors in the process of creating service standards, amending existing standards, and editing of any established standards or indicators. The LGOA will undertake amendments, edits, and updates resulting from changes in law, regulation, or policy or when indicated by analysis of Quality Assurance (QA) findings.

Changes to QA standards may be made every four (4) years. Standards will be reviewed for required changes in the year prior to the AAA/ADRC competitive procurement process.

This will allow ample time for LGOA staff and AAA/ADRC staff to review recommendations and agree upon decisions prior to issuing Requests for Proposals (RFP) for competitive procurement.

The LGOA will issue all standards, amendments, and edits in draft form and allow a minimum of two weeks for comment by the selected program participants or caregivers, service delivery contractors, the AAA/ADRC, and other grantors. The LGOA will involve those who worked on drafting standards and indicators in the review of the comments received and in preparation of final standards; however, the LGOA has final authority to make decisions on service standards.

H. Reports for LGOA Programs

The LGOA will submit program reports for OAA activities to the AoA and the United States Department of Labor (USDOL) when due. The staff in the Accounting/Fiscal Division will submit Federal financial reports in a timely manner, in such form, and containing such information as may be required by the AoA or LGOA. The LGOA has established and maintains an effective and quality system of reporting that will ensure that all AAA/ADRC and provider/contractor agencies provide timely, accurate information to the LGOA with deadlines established by program managers. The overall quality of this data is determined by the accuracy and quality of data inputted by the AAAs/ADRCs and providers/contractors.

The State Program Report is designed to provide information on all clients, service units and expenditures for services that are funded in whole or in part by OAA funding, as required by AoA instructions. This includes performance-related data (clients, providers, units of service, program income, etc.) related to the service as a "whole," even if the OAA funding is one of several funding sources used to support the service. This is based on the assumption that all the units of service and persons served are attributable to the presence of the OAA funding.

I. Evaluation and Assessment of AAAs/ADRCs

The LGOA Program Services and Accounting/Fiscal Divisions conduct annual evaluations and assessments of Area Plan administration and fiscal operations of the AAAs/ADRCs. AAA/ADRCs evaluate in-home and community-based services delivered at the local level and report their findings to the LGOA during their annual evaluations and on the annual Area Plan Updates. The State Long Term Care Ombudsman evaluates regional Ombudsman programs, and program managers assess state-funded grant activities.

1. Program Evaluation and Assessment Procedure

There shall be ongoing program evaluations and assessment procedures conducted for the financial and programmatic operations for each AAA/ADRC, as well as, an annual site visit. This may be performed in tangent or independently via the finance and/or programmatic divisions. The LGOA evaluation and monitoring process is twofold, consisting of financial/accounting and programmatic monitoring. The AAA/ADRC will be monitored based on the Notice of Grant Award (NGA), Area Plan, Area Plan Updates, this Manual, and its appropriate use of aging funds. This process will closely review appropriate programmatic operations for each program and service, and appropriate expenditures of aging funds. The AAA/ADRC will be required to take corrective action when adverse findings are identified by the LGOA.

The LGOA will conduct program evaluations and assessments on an annual basis at each AAA/ADRC, according to an announced schedule. After an evaluation visit, a written report will be provided to the AAA/ADRC. The AAA/ADRC will have an opportunity to respond to the report and to present its views concerning any findings and recommendations. The AAA/ADRC is expected to take corrective action when adverse conditions are identified in the LGOA report. At its discretion, the LGOA will conduct follow-up visits to ensure that corrections have been made.

Unannounced visits to nutrition sites, senior centers, and other program service locations may be made as deemed necessary by the LGOA.

2. Fiscal Evaluation and Assessment Procedure

The LGOA shall conduct fiscal reviews of each AAA/ADRC in conjunction with program reviews. A written report of fiscal findings and recommendations, as applicable, will be provided to the AAA/ADRC. A Corrective Action Plan (CAP) to address problems identified through the review must be submitted by the AAAs/ADRCs with a deadline determined by the AAA's/ADRC's non-compliance. The LGOA Director and Accounting/Fiscal staff will follow-up within thirty (30) days to ensure that corrective action has been taken at the AAA/ADRC level.

The PSA Director and the Regional Aging Advisory Board also have fiscal responsibilities to ensure that OAA and State aging funds are being properly utilized by the AAA/ADRC. The PSA Director shall sign all Notice of Grant Awards (NGA) and certify that services and activities in the NGA are being performed as stewards of OAA funds.

J. Designation of Planning and Service Areas and Area Agencies on Aging (AAA)/Aging and Disability Resource Center (ADRC)

To comply with Federal statutes and regulations, a planning and service area must have a resident population of 100,000 or more. **(OAA 305(b))**

In order to be eligible for OAA funds, the LGOA must designate an appropriate number of planning and service areas. **(OAA 305(a)(E))**

In each planning and service area, the LGOA will designate an Area Agency on Aging. **(OAA 305(a)(2)(A))**

The LGOA may not designate any regional or local office of the State as an Area Agency on Aging. **(45 CFR 1321.33)**

Whenever the LGOA designates a new Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC), the LGOA shall give the right of first refusal to a unit of general-purpose local government, if such unit can meet the requirements outlined below. The boundaries of such a unit and the boundaries of the planning and service area must be reasonably contiguous. **(OAA 305(b)(5)(B))**

The AAA/ADRC shall be:

- an established office providing aging services within a planning and service area designated by the LGOA;
- any office or agency of a unit of regional government designated for the purpose of serving as an area agency by the chief elected official of such unit;

- any office or agency designated by the appropriate chief elected official(s) of any combination of units of general-purpose regional governments, to act only on behalf of such combination for such purpose; or
- any public or nonprofit private agency in a planning and service area, or any separate organizational unit within such an agency that is under the supervision or direction for this purpose of the designated LGOA and that can and will engage only in the planning or provision of a broad range of supportive services or nutrition services within the planning and service area. (**OAA 305 (c) (1 through 4)**)

The LGOA has the following policies for the designation of planning and service areas and area agencies:

- all AAAs/ADRCs shall be multi-county organizations that do not provide direct services, except where, in the judgment of the LGOA, provision of such services by the AAA/ADRC is necessary to ensure an adequate supply of such services, or where such services are directly related to such AAAs/ADRCs statutory functions, or where such services of comparable quality can be provided more economically by such AAA/ADRC; (**OAA 307 (a) (8) (i through iii)**)
- there shall be no more than ten (10) planning and service areas; and
- as changes occur in AAA/ADRC designations and functions, the LGOA shall explore the reconfiguration of planning and service areas as needed.

The LGOA has developed procedures for addressing any mandated changes in the structure of planning and service areas. Criteria for implementing these procedures are as follows:

- the older population of the planning and service area is an important consideration in deciding on a configuration, because the number of residents sixty (60) years of age or older is the major factor in the funding formula;
- attention shall be given to natural community areas in developing a configuration;
- each planning and service area should have a mix of economically-strong and economically-depressed areas;
- the location of Metropolitan Statistical Areas (MSA) is a consideration, and each planning and service area should have at least one MSA since these areas are growth centers;
- relationships between local jurisdictions within a planning and service area shall be considered, because a significant portion of required local matching funds must come from the local jurisdictions within a planning and service area;
- a balance is needed between maintaining local relationships, and having a sufficient population and economic base within a planning and service area;
- there is a fiscal limit on the number of AAAs/ADRCs that can be supported in South Carolina;
- each planning and service area must be large enough to support an AAA/ADRC of sufficient staff size to accomplish its mission;
- the coordinating role of an AAA/ADRC and the impact that planning and service area boundaries might have on this role should be considered;
- the district lines of other statewide agencies should be taken into consideration, but should not be considered a constraint;
- the leadership of a Planning Service Area (PSA) must be fully committed to the AAA/ADRC by attending aging forums, and meetings and visiting senior centers and

assisted living facilities within their regions, and by adhering to the regulations, policies, procedures and mandates of the OAA, AoA, and LGOA; and

- Each PSA is encouraged to have at least one board meeting annually dedicated to aging issues and invite the LGOA Director and senior staff.

In changing the configuration of planning and service areas, potential disruption of existing entities and personnel should be considered. Existing entities should be encouraged to collaborate. The process should be open, with all interested parties given an opportunity to participate, including local officials, legislators, community leaders, contractors, and organizations of older adults.

K. Withdrawal of Designation of Planning and Service Area or Area Agency on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs)

For adequate reason(s), the LGOA may reconfigure planning and service areas or remove the designation of an AAA/ADRC from an organization serving in that capacity. The LGOA may withdraw the designation as an AAA after reasonable notice and opportunity for a hearing, whenever it finds that:

- an Area Agency does not meet OAA requirements;
- an Area Plan is not approved;
- there is substantial failure to comply with any OAA provision, or policies and procedures established and published by the LGOA; or
- AAA/ADRC activities are inconsistent with the OAA statutory mission. (**45 CRF 1321.35(a)**)

If the LGOA withdraws an AAA's designation, it shall provide a plan for the continuity of AAA/ADRC functions and services in the affected planning and service area and designate a new Area Agency in the PSA in a timely manner. (**45 CFR 1321.35(b)**)

If necessary to ensure continuity of services, the LGOA may perform the duties of the AAA/ADRC for a period of up to 180 days. If the LGOA demonstrates to the satisfaction of the Assistant Secretary of the Administration on Aging (AoA), a need for an extension, the AoA may extend the period for an additional 180 days. (**45 CFR 1321.35(c) and (d)**)

L. Planning and Service Area Designation Hearings

The LGOA will provide a hearing to any applicant denied designation as a planning and service area and to any designated AAA/ADRC when the LGOA proposes to disapprove an Area Plan or plan amendment submitted by the AAA/ADRC or to withdraw the AAA/ADRC's designation. (**45CFR 1321.29(d) and 1321.35(a)**)

The planning and service area designation hearing will be led by the LGOA Director and include all parties at a location determined by the LGOA. The meeting will follow all protocols established by the OAA. The LGOA will make the final determination of the matter and inform the AoA of its decision.

The LGOA will:

- afford opportunity for a hearing, upon request, by a provider/contractor (or applicant to contract) or by any program beneficiary who believes that he or she has been unfairly denied services under the provision of the OAA because of any waiver or appropriate Title III transfer approved by the LGOA; (**OAA 307(a)(5)(C)**)

- hear an appeal from a provider/contractor who disagrees with the findings of the results of an audit review which requires repayment; and
- require the AAAs/ADRCs to establish procedures to hear grievances from older individuals who are dissatisfied with or denied services under the OAA. (**OAA 306(a)(10)**)

Planning and Service Area Designation Hearing Process:
If an agency, organization, or individual requests a hearing, a written request must be filed with the LGOA Director within thirty (30) days following the receipt of the notice of the adverse action. Any appellant under the provisions of this section must first follow appeal procedures provided by the AAA/ADRC before the LGOA will grant a request for a hearing.

M. LGOA Hearing Standards

LGOA hearing procedures are designed to meet the following standards:

- timely written notice of the reasons for the LGOA action;
- an opportunity to review any pertinent evidence on which the action was based;
- an opportunity to appear in person to refute the basis for the decision;
- an opportunity to present witnesses and documentary evidence;
- an opportunity to cross-examine witnesses; and
- a written ruling by a decision-maker that sets forth the reasons for the ruling and the evidence on which the decision is based.

N. Hearing Procedures

The Older Americans Act (OAA) Section 306 (F) specifies that a final determination on funding cannot be made until the AAA/ADRC is afforded its due process in accordance with procedures established by the LGOA.
Specific hearing procedures to be followed by the LGOA are as follows:

1. Appeals on Funding Actions

If the applicant wishes to appeal a funding action, the applicant must file a written request for appeal to the LGOA within ten (10) working days of the date on the letter. A hearing officer shall be appointed, and a review will be scheduled within thirty (30) days of the request for appeal.

The appellant shall be given the opportunity to make an oral presentation and to submit any written justification or documentation. The appellant will be notified in writing within five (5) working days of the decision of the hearing officer. The appellant will be required to provide the LGOA with written acceptance of the findings within ten (10) working days from the date of notification of action.

In the event a signed agreement is not received by the LGOA, no funds will be forwarded to the appellant during the review process. (Signing the AAA/ADRC agreement does not deny the right to appeal, nor will it prejudice the findings of the appeal; however, the terms of the AAA/ADRC agreement will be binding if the appeal action upholds the original action.) In the event that funds are refused or denied, the LGOA will not be liable for any expenditure during the appeal. In the event the final action results in a reduction from the request, the LGOA will not be liable for expenditures in excess of the approved budget.

2. Appeals on Audit Review

The LGOA will review AAAs/ADRCs financial audits conducted by outside professionals. Upon completion of the LGOA review, if any findings indicate under- or over-payment, reimbursement or adjustments will be required. The LGOA will issue either a check for the amount due to the AAA/ADRC, or request repayment by the AAA/ADRC to the LGOA for any unearned Federal or State funds to be forwarded within thirty (30) days.

If the AAA/ADRC or provider/contractor is not in agreement with the audit review findings, the AAA/ADRC or provider/contractor must so notify the LGOA in writing within ten (10) days of the date on the review report. A meeting will then be scheduled with LGOA staff to review the audit report and any supporting documents provided by the AAA/ADRC and provider/contractor.

Should issues be resolved to the satisfaction of both parties, the audit report will be appropriately revised in writing, and the AAA/ADRC or provider/contractor advised to take appropriate action to close out the award. Should an agreement not be reached, the LGOA Director shall make the final determination.

3. LGOA Hearing Procedures

The LGOA may terminate formal hearing procedures at any point if the LGOA and the agency, or organization that requested the hearing, negotiate a written agreement that resolves the issues that led to the hearing.

4. Individual Senior Client Service Denial Hearings

Every provider/contractor shall post notices within its program and services locations that indicate procedures available to older persons who wish to notify the LGOA of complaint. Providers/contractors must post notices in a conspicuous location within view of all older persons, or otherwise notify all who participate in community-based programs or receive in-home services. The LGOA will assist providers/contractors to ensure that this policy is being implemented in an effective manner.

O. Freedom of Information Act (FOIA)

The LGOA fully complies with the South Carolina Freedom of Information Act (FOIA), which requires that the public, defined in the statute as "any person", must be given access to documents and meetings of State agencies. (**South Carolina Code 30-4-10**)

1. Meetings That Must Meet Requirements of the FOIA

The FOIA stipulates that meetings of most elected and appointed public bodies including committees, subcommittees, advisory committees, and non-governmental bodies supported in whole or part by public funds, are to be open to the public, and may be attended by any person. It also requires 24-hour advance notice of a meeting. The notice and agenda shall be posted at the meeting site as well as at the headquarters of the agency calling the meeting.

2. Documents Which Can Be Subject to FOIA

By law, the LGOA has fifteen (15) business days to gather materials requested under the FOIA, or to notify the requestor that the information is not available. The LGOA will not create documents in response to a request for information, but rather will provide the various existing documents that collectively provide answers to questions. If information requested is not immediately available, requesting parties will be advised of the estimated cost to gather the information, and will be asked to submit in

writing their willingness to pay these charges. The LGOA will only provide access to documents that are in existence and will not create documents to satisfy the FOIA request.

3. Charges for FOIA Expenses

Charges may be levied to reimburse the agency for the cost of fulfilling FOIA requests. The public body may establish and collect fees not to exceed the actual cost of searching for or making copies of records. Fees charged by a public body must be uniform for copies of the same record or document. The LGOA uses guidelines contained within the Federal FOIA for the U.S. Department of Health and Human Services (USDHHS):

- hourly rate based on salary of staff member who provides the services (time spent finding, copying, and re-filing the materials);
- $.10 per page photocopied;
- a shipping charge based on the weight and volume of the requested materials; and
- extraordinary costs as calculated by the LGOA.

The LGOA will not fax extraordinarily lengthy documents. These will be mailed. Written requests may be hand-carried or mailed to the LGOA.

The LGOA complies with the FOIA and will provide reasonable access to the following:

- the State Plan on Aging;
- approved Area Plans;
- the basic organization and operation of the LGOA;
- identity of its providers/contractors;
- all policies and procedures related to carrying out its programs;
- forms and instructions for the operations of the programs it administers; and
- data on service delivery and expenditure of funds.

The LGOA will not provide information on its personnel or individuals it serves without the informed consent of the individual(s) concerned.

The LGOA requires AAAs/ADRCS and providers/contractors to develop and follow public information policies that provide for the maximum feasible disclosure of information to the general public consistent with requirements for beneficiary privacy. AAAs/ADRCs and providers/contractors should employ the FOIA as a guide in developing and implementing such policies.

P. Maintenance of Effort

The state's fiscal year allotment under Section 304 of the OAA shall be reduced by the percentage (if any) by which expenditures of State sources for such year under the approved State Plan under Section 307 of the OAA are less than the average annual State expenditures for the three (3) preceding fiscal years. (**OAA 309(c)**)

Q. Requirements for Non-Federal Share of OAA Funds

The LGOA requires of AAAs/ADRCs and providers/contractors that OAA funds will not replace funds from non-Federal sources. The LGOA may not allow more than eighty-five (85) percent of the cost of services or seventy-five (75) percent of the AAA/ADRC cost of

planning and administration to be paid with OAA funds. The State must provide five (5) percent of the allowable cost for services from state-appropriated funds. Each AAA/ADRC shall ensure the provision of the non-Federal share required for all funds provided under its Area Plan. (**OAA 304 (d) and 309 (b)**)

R. Disaster Response Responsibilities

The LGOA annually reviews and updates its disaster preparedness and response plan, which establishes the protocols that the LGOA uses to coordinate its emergency activities with the State Emergency Management Division (EMD) and the aging network. The LGOA is mandated to assist with the State Emergency Operations Center's pre-disaster and post-disaster activities when the EMD declares Operating Condition-3. The LGOA works primarily with the Mass Care Emergency Support Function, designated as ESF-6.

The AAAs/ADRCs are responsible for developing emergency/disaster preparedness and response plans for their planning and service areas as part of their Area Plans. AAAs/ADRCs shall meet with all county emergency management directors in their counties to ensure that there is a working relationship between the counties and the AAAs/ADRCs. AAAs/ADRCs are expected to maintain current and up-to-date emergency contact information for AAA/ADRC staff, directors of providers/contractors, and county emergency management officials in the event of a disaster or emergency, and submit this information with their Area Plans. The AAA/ADRC will designate staff to be on call throughout the duration of the declared disaster and this staff shall maintain communications with the LGOA Emergency Preparedness Coordinator.

207: Allotments and Grants to South Carolina

A. Older Americans Act (OAA) Allotments

The Administration on Aging (AoA) makes annual allotments to South Carolina based on the state's ratio of the population aged sixty (60) years and older to the national population sixty (60) years and older. From these allotments under Title III, the Lieutenant Governor's Office on Aging (LGOA) expends five (5) percent to pay part of the costs of administration of the State Plan on Aging. South Carolina receives separate allotments for the following programs (**OAA 303 and 304**):

- in-home support services (Title III-B);
- long-term care ombudsman program (Title III-B and Title VII);
- elder abuse prevention services (Title VII);
- health insurance counseling and fraud prevention (AoA and Centers for Medicare & Medicaid Services (CMS));
- congregate nutrition services (Title III-C-1);
- home-delivered nutrition services (Title III-C-2);
- nutrition services incentive program (formerly through United States Department of Agriculture (USDA), now through AoA);
- disease prevention and health promotion services (Title III-D);
- medication management (Title III-D); and
- family caregiver support services (Title III-E).

B. Limitations of LGOA Allotments

The LGOA must use each allotment for its authorized purpose; however, limited transfers are permitted between nutrition services and support services. Except for a small portion of

Title III-B funds, which are reserved for the ombudsman program retained at the LGOA, all social, nutrition, wellness, and caregiver service allotments are granted to AAAs/ADRCs under approved Area Plans.

C. Intrastate Funding Formula to Distribute Aging Funds in State Plan on Aging

In consultation with the AAAs/ADRCs, the LGOA is required to develop a formula for the distribution of OAA funds to the planning and service areas. State funds appropriated for aging services do not have to meet the Intrastate Funding Formula. This formula must take into account geographic distributions of the following:

- persons sixty (60) years and older for services as recognized by the OAA;
- older persons at or below poverty;
- minority older persons;
- older persons in rural areas;
- older persons at risk; and
- low-income minority individuals.

With the development of each new State Plan on Aging, the LGOA publishes the proposed formula for review and comment, which includes:

- *a descriptive statement of the formula's assumptions and goals, and application of the definitions of greatest economic or social need (see definitions below);
- a numerical statement of the actual funding formula to be used;
- a list of population, economic, and social data to be used for each planning and service area; and
- a demonstration of funds allocated to each PSA through the funding formula.

  **The term ''greatest economic need'' means the need resulting from an income level at or below the poverty line.*

  The term ''greatest social need'' means the need caused by non-economic factors, which include—

  (A) physical and mental disabilities;

  (B) language barriers; and

  (C) cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that:

  1) restricts the ability of an individual to perform normal daily tasks; or

  2) threatens the capacity of the individual to live independently.

The resulting formula is submitted separately to AoA for approval. (**OAA 305(d)**)

D. Priority Service Requirements

The LGOA has established the following minimum percentage of Older Americans Act (OAA) Title III-B funds received by each AAA/ADRC that shall be expended for priority service categories:

- fifteen (15) percent for services associated with access: transportation, outreach, and Information and Referral/Assistance;
- ten (10) percent for in-home services: homemaker and home health aide, telephone reassurance, and chore maintenance; and
- one (1) percent for legal assistance.

In approving AAA/ADRC area plans, the LGOA may waive the requirement for any category of services if the AAA/ADRC demonstrates that services being furnished for such

category in the area are sufficient to meet the need for such services in such area. The AAA/ADRC must use the waiver policy and procedures found in Section 209.

Before the AAA/ADRC requests this waiver, using the LGOA Waiver Request Form, the AAA/ADRC shall conduct a timely public hearing. The AAA/ADRC requesting this waiver shall notify all interested parties in the Planning Service Area (PSA) of the public hearing and furnish the interested parties with an opportunity to testify.

The AAA/ADRC shall prepare a recorded, transcribed record of the public hearing conducted and shall furnish the record of the public hearing with the request for this waiver to the LGOA. In preparing each State Plan on Aging, the LGOA shall review the minimum percentages and make adjustments as warranted.

E. Long Term Care Ombudsman (LTCO) Program

In addition to the portion of the Title III allotment for supportive services that the LGOA directs towards the Long Term Care Ombudsman (LTCO) Program, AoA also awards funds under Title VII for the Ombudsman Program. The Intrastate Funding Formula is not applicable to either Title III or Title VII Ombudsman Program funding. A formula based on the number of nursing home beds and the number of cases investigated per region has been used to distribute Ombudsman resources.

Neither the LGOA nor the AAA/ADRC shall consider Title VII funds in the calculation of allowable administrative costs. No match is required for the Title VII portion of the LTCO funding; however, states are not precluded from requesting a match for Title VII funding awarded by grant or contract.

Neither the law nor legislative history require the LGOA to use funding provided for LTCO services to fund ombudsman or advocacy services for individuals living in their own homes or receiving acute medical care in facilities not licensed as long-term care facilities.

The LGOA also receives an award under Title VII for elder abuse prevention. The LGOA has the option of using, or not using, any portion of the elder abuse funding to support abuse prevention activities conducted through the Ombudsman Program. The LGOA may use abuse prevention funding for specific, identifiable activities (such as Adult Protective Services) conducted by any public or private nonprofit program or agency.

F. Transfer between Supportive, Congregate, and Home-Delivered Funds

The LGOA may elect to transfer not more than thirty (30) percent of the State's allotments for supportive services (III-B) to nutrition services (III-C). (**OAA 308 (b)(5)**)

The LGOA may elect to transfer not more than forty (40) percent of Title III-C funds received between congregate and home-delivered meals. If the LGOA demonstrates to the satisfaction of the Assistant Secretary of the Administration on Aging that a larger transfer is required to satisfy service needs, the LGOA may request a waiver from the AoA to allow an additional ten (10) percent transfer between congregate and home-delivered nutrition services. (**OAA 308 (b)(4)**)

The State may not delegate to an Area Agency on Aging, or any other entity, the authority to make a transfer under the preceding OAA provisions. (**OAA 308(b)(6)**)

G. Administration of OAA Funding

The AAAs/ADRCs may use ten (10) percent of their total OAA Title III allotments to pay no more than seventy-five (75) percent of the cost of Area Plan administration. (**OAA 304 (d)(1)(A)**)

The LGOA may use five (5) percent of the Federal Title III allotments to pay no more than seventy-five (75) percent of the cost of State Plan administration. Any funds not needed by the LGOA to fund State Plan administration may be used to supplement the amount available to cover part of the cost of administration of Area Plans. (**OAA 308 (a)(1)(2) and 308 (b)(1)(A)**)

The LGOA will not fund program development and coordination activities as a cost of supportive services for the administration of area plans until it has first spent ten (10) percent of the total of its combined allotments for Titles III-B, C-1, C-2, and E on planning and administration activities. (**45 CFR 1321.17 (14)(i)**)

H. Administration of United States Department of Labor (USDOL) Funds

Senior employment and training services (Title V) funding is allocated through the United States Department of Labor (USDOL) and administered by the LGOA.

208: Allotments of Special State Funds

The South Carolina General Assembly currently appropriates funds each year to the Lieutenant Governor's Office on Aging (LGOA) to fund aging programs throughout South Carolina for the following uses: the required five (5) percent match for Older Americans Act (OAA) funds, in-home and community-based services for older adults, cost of living adjustments, and State grant funds for Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs), and the Ombudsman Program.

A. State General Revenue Funds Uses

(Funds appropriated by the South Carolina General Assembly for aging services)

1. Required Match

The State shall provide five (5) percent match to earn Federal revenue. (**OAA 309(b)(2)**)

2. In-Home and Community-Based Services

These funds are used to provide in-home services for older persons with functional impairments and their family caregivers. State funds for in-home and community-based services are discretionary in nature and awarded without uniformity.

3. Ombudsman Services

After meeting the previous two requirements, $310,000 is divided by formula among the designated Planning Service Areas (PSAs) for support of the regional Ombudsman Program. These funds shall not be used to supplant any existing resources. When there is an across-the-board budget cut, every effort will be made to maintain this level of support for the Ombudsman Program.

4. Cost of Living Adjustments and State Grant

Funds for this line item are determined after the previous obligations are met. Any funds designated are for continuing the previously awarded cost of living increases in the State portion of salaries budgeted by AAA/ADRC administrators. Whenever the General Assembly authorizes cost of living or performance pay increases for State employees, that proportional increase is added to the Maintenance of Effort amount in this line item. These funds are distributed based on the number of full-time

equivalent staff paid with State revenue at each AAA/ADRC as of the last day of the preceding State fiscal year.

After application of the items above, the remainder of general revenue funds (not to exceed $50,000) is divided equally among the ten (10) AAAs/ADRCs to assist in meeting matching requirements for services delivered at the regional level.

B. Bingo Revenue for the LGOA

1. Bingo Funds

In State Fiscal Year 2008, the amount of revenue from the fees collected from bingo operators became $600,000 annually. These funds are distributed according to South Carolina law as follows: one-half of the funds are divided equally among the forty-six (46) counties; the remaining one-half must be divided based on the percentage of each county's population aged sixty (60) years and above, in relation to the total State population aged sixty (60) years and above using current census data. Providers/contractors receiving these funds must be agencies recognized by the LGOA as service delivery providers/contractors of the AAAs/ADRCs. (**South Carolina Code Section 12-21-4200**)

Neither the LGOA nor the AAA/ADRC may use any bingo funds for administration, as the General Assembly has appropriated these funds for aging services. Each AAA/ADRC specifies the use of these special State funds in its Area Plan.

2. Senior Center Permanent Improvement Program (PIP)

The State sets aside $79,000 monthly from bingo revenue collected by the South Carolina Department of Revenue (SCDOR) in an earmarked fund for competitive grants to construct, renovate, or make major repairs to multi-purpose senior centers. The grant application and review procedures are included in the LGOA Permanent Improvement Program (PIP) Grant Application Package, and related material can be found on the LGOA website.

C. Allotments Other Than OAA and State Funds

The LGOA may receive and administer other funds that will contribute toward meeting the needs of older South Carolinians. Such funds may include Federal grants, resources from private organizations, or other grants to assist older adults, such as the ElderCare Trust Fund (ECTF).

1. ElderCare Trust Fund (ECTF)

The ElderCare Trust Fund (ECTF) is funded from monies received from a South Carolina State income tax check-off. These voluntary contributions to the fund must be used to award grants to public and private nonprofit agencies and organizations to establish and administer innovative programs and services that assist older persons so that they may remain in their homes and communities with maximum independence and dignity. The ECTF supplements and augments programs and services provided by or through State agencies, but ECTF funds may not take the place of current resources used for these programs and services. (**South Carolina Code 43-21-160**)

The LGOA performs all activities necessary to administer the fund. These activities include, but are not limited to the following:

- assessing critical needs of the frail elderly;
- establishing priorities for meeting these needs;

- receiving gifts, bequests, and devises for deposit and investment into the trust fund;
- providing technical assistance to those who have expressed an interest in preparing a grant proposal, as appropriate;
- soliciting proposals for programs that are aimed at meeting the identified needs;
- establishing criteria for awarding grants; and
- awarding grants to successful AAAs/ADRCs and providers/contractors.

The number of grants awarded each year is based upon the amount of funds available in the trust fund. At the current time, awards are limited to a maximum grant amount of $12,000 for first-year grants. Grantees are permitted to request second-year funding at a maximum grant amount of $7,500. A successful grantee receives a final award of $3,750 in the third year. No ECTF funding is awarded for more than three (3) years for the same or similar project.

2. Alzheimer's Disease and Related Disorders Resource Coordination Center

The Alzheimer's Disease and Related Disorders Resource Coordination Center (ARCC) was established in 1994 and is administered by the Lieutenant Governor's Office on Aging (LGOA). The ARCC's goal is to serve as a statewide focal point for coordination; service system development; information and referral; caregiver support; and education to assist persons with Alzheimer's Disease and Related Disorders (ADRD), and their families, and caregivers. The Lieutenant Governor appoints members to the South Carolina Alzheimer's Disease and Related Disorders Resource Coordination Center Advisory Council, whose members represent State agencies and organizations identified in the statute. (**South Carolina Code 44-36-310**)

The LGOA administers a grant program to assist communities and other entities in addressing problems related to (ADRD. The LGOA solicits grant applications annually for respite care services and educational intervention for persons with ADRD and their families and caregivers. The ARCC Advisory Council makes recommendations on priority needs to be addressed by the providers/contractors and assists in selecting grant recipients. ARCC grant periods are from July 1 through June 30 each year and may be extended for a second year at fifty (50) percent of the original amount if it is in the best interest of the ARCC.

ARCC Respite Programs:

Respite programs are part of the LGOA's ARCC mission. The ARCC has two primary goals, which include respite programs and educational intervention. Respite programs are established according to a community-based service model:

- to provide a respite program that is dementia-specific, and that may include in-home, overnight, adult day services, or a social model group respite services;
- to offer people with ADRD scheduled opportunities for appropriate care and activities in a safe and supportive environment;
- to provide hours of respite from caregiving tasks for family caregivers;
- to provide families with information about other services such as counseling and support groups for family members;
- to provide qualified staff who may be assisted by carefully selected and trained volunteers;

- to have the potential for continuity and expansion; and
- to show evidence of community collaboration and support, in addition to maximum utilization of existing resources.

Educational interventions that provide new or expanded programs for families and caregivers of persons with ADRD are a goal of the LGOA. Priority topics for educational intervention include, but are not limited to, the following:

- medication and side effects;
- grief, loss, and depression;
- home safety and security;
- legal and financial issues;
- communication;
- prevention and management of difficult behavior; and
- resources available in the community.

Eligible applicants include Alzheimer's organizations, social service and health care providers, denominational groups, local service providers, and educational institutions. Local resources used as match may be given in cash or by substantive in-kind support.

Appropriate fees may be charged for respite services by ARCC program grantees provided under an ARCC grant in order to make the program self-supporting; however, provisions must be made to serve those who cannot afford to pay a fee.

3. Insurance Counseling Assistance and Referral for Elders (I-CARE) and Senior Medicare Patrol (SMP)

The Centers for Medicare & Medicaid Services (CMS) and the Administration on Aging (AoA) fund Insurance Counseling Assistance and Referral for the Elders **(**I-CARE) and the Senior Medicare Patrol (SMP). The State Health Insurance Program (SHIP) is a direct service of the LGOA, which has specialists throughout the State who can help with Medicare questions. The ten (10) I-CARE specialists and their volunteers assist older adults in understanding health insurance policies, in accessing accurate information, and resolving problems with benefit statements.

The SMP focuses on raising awareness of how fraud occurs in the Medicare program and empowering seniors and caregivers to recognize and report suspected fraud when it occurs. South Carolina SMP's purpose is to educate Medicare/Medicaid beneficiaries and caregivers about Medicare/Medicaid benefits in order to understand Medicare statements, such as, Medicare Summary Notices (MSN), Medicare Part D Prescription Drug Plan (PDP), Explanations of Benefits (EOB), and other related health care statements. Through this knowledge, a person can identify, resolve, and/or report possible billing errors, fraud, abuse, and waste to the SMP. The LGOA's SMP Project works in collaboration with Federal and State fraud control units to help beneficiaries resolve complaints.

209: Federal Waiver Policy

A. Process for Requesting Waivers from the Administration on Aging (AoA)

Whenever the Lieutenant Governor's Office on Aging (LGOA) proposes to request a waiver under the Older Americans Act (OAA), the LGOA shall publish their intention, together with the justification for the waiver, at least thirty (30) days prior to submission of

the request to AoA. An individual or the provider/contractor from the area with respect to which the proposed waiver applies is entitled to request a hearing before the LGOA on the decision to request such waiver. The waiver request as submitted to AoA must contain the following documentation: (**OAA Section 316 (a)**)

- approval of the State Legislature or a statement that legislative approval is not required;
- collaboration with Area Agencies on Aging (AAAs) and other organizations affected by the waiver;
- opportunity for public review and comment;
- circumstances in the State that justify the waiver;
- probable positive consequences;
- probable negative consequences; and
- expected benefits for older individuals. (**OAA 316 (a)**)

B. Requirements Subject to Administration on Aging (AoA) Waiver

The LGOA may request a waiver for:

- any provision of OAA Sections 305, 306, and 307 that requires statewide uniformity, if the waiver permits demonstrations of innovative approaches to assist older individuals;
- any Area Plan requirement in OAA Section 306(a), if the waiver promotes innovations that improve service delivery and will not diminish services already provided under the OAA;
- any State Plan requirement in OAA Section 307(a), if the waiver promotes innovations that improve service delivery and will not diminish services already provided under the OAA;
- the limit of transfers between Part B and Part C in Section OAA 308(b)(5); and
- the requirements in OAA Section 309(c) related to reduced State expenditures. (**OAA 316(b)**)

C. Duration of the AoA Waiver

The LGOA shall include, in each waiver request to the AoA, a recommendation as to the duration of the waiver, but that duration may not exceed the period of the applicable State Plan. If AoA approves the waiver request(s), it shall specify the duration of the waiver. AoA may specify the duration recommended by the LGOA or set a shorter time period. (**OAA 316(c)**)

D. Evaluation Reports to the Assistant Secretary of the Administration on Aging

The LGOA shall prepare and submit any reports requested by AoA to evaluate the impact of the waiver on the operation and effectiveness of programs and services provided under the OAA. (**OAA 316(d)**)

210: State Waiver Policy

A. Process for Requesting Waivers from Lieutenant Governor's Office on Aging (LGOA)

The Lieutenant Governor's Office on Aging (LGOA) will consent to waivers in limited circumstances only, and each waiver request will be granted or denied on its merit.

Whenever the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) proposes to request a waiver of any LGOA policy or procedure, the AAA/ADRC shall publicly publish their intention (together with the justification for the waiver) by legal notice, newspaper, or Internet at least thirty (30) days prior to submission of the request to the LGOA. Using the appropriate LGOA Waiver Request Forms (see specific waiver forms below in this section), the waiver request submitted to the LGOA must contain the following:

- approval of the governing board of the AAA/ADRC and, when applicable, of the governing board of the provider/contractor affected;
- collaboration with providers/contractors and other organizations or individuals affected by the waiver;
- opportunity for public review and comment;
- circumstances in the region that justify the waiver;
- probable positive consequences;
- probable negative consequences;
- expected benefits for older individuals; and
- an action plan to show how the need for the waiver will be temporary and what corrective actions are planned to bring the program into compliance once the waiver has expired.

LGOA Waiver Request Forms can be found in the Provider Section of the LGOA website. All questions regarding waivers shall be made to the LGOA Director.

LGOA Waiver Request Forms (see list of waiver forms below) must be completed in their entirety, along with any other information requested by the LGOA that is important to the specific waiver request. This requested information will constitute a waiver packet.

While the waiver request is pending, disputed OAA or State funds will not be reimbursed to the AAA/ADRC.

The AAA/ADRC will only work directly with the LGOA to resolve the issues associated with the waiver.

Specific LGOA Waiver Request Forms Include:

- LGOA Group Dining Participant Waiver Request Form;
- LGOA Group Dining Operating Days Waiver Request Form;
- LGOA Home-Delivered Meal Participant Waiver Request Form;
- LGOA Group Dining Activities Waiver Request Form;
- LGOA Legal Assistance Waiver Form; and
- LGOA General Waiver Request Form.

B. Requirements Subject to LGOA (OAA Program) Waiver

The AAA/ADRC may request a waiver for:

- any provision of Quality Assurance Standards and Indicators, provided the requested waiver will allow for more innovative, effective, or efficient approaches to serving older individuals in the region;
- a group dining meal site that does not have the required minimum of twenty-five (25) group dining clients daily, as instructed by the LGOA, to operate as a group dining

facility. The group dining client count is not to be combined with the home-delivered count to reach the minimum twenty-five (25) group dining number.

- any group dining site or senior center provider/contractor who is unable to provide the required senior activities funded by Federal and State funds;
- any area plan requirement that prevents regional innovations that improve service delivery under the Area Plan;
- any non-Federal or non-legislative provision in this Manual, provided that the waiver will not diminish services already provided under the Area Plan;
- the limit of transfers between Tittle III Part B and Part C in OAA Section 308(b)(5) which allows the LGOA to elect to transfer not more than thirty (30) percent of any fiscal year between programs under Tittle III Part B (relating to supportive services) and Tittle III Part C (relating to congregate and home-delivered nutrition services) for use as the LGOA considers appropriate, as long as the LGOA notifies the Assistant Secretary of the Administration on Aging of the transfer; and
- the minimum expenditures for a priority service if there is documentation that the availability of that service in the region is sufficient to meet the need of older individuals in the region.

C. Duration of the LGOA Waiver

The AAA/ADRC shall include, in each waiver, request a recommendation as to the duration of the waiver, but that duration may not exceed the period of the applicable Area Plan. The AAA/ADRC shall also include an action plan (to include a timetable and measurable outcomes) to show how the need for the waiver will be temporary and what corrective actions are planned to bring the program into compliance with the OAA and LGOA once the waiver has expired. If the LGOA Director approves the waiver request(s), the LGOA shall specify the duration of the waiver. The LGOA may specify the duration recommended by the AAA/ADRC or set a shorter time period.

The LGOA can add, amend, change, or request information throughout the duration of the waiver and reserves the right to terminate the waiver when deemed appropriate by the LGOA Director.

D. Evaluation Reports for LGOA

The AAA/ADRC shall prepare and submit comprehensive and detailed annual reports that evaluate the impact of the waiver on the operation and effectiveness of programs and the quantity and quality of services provided to older individuals under the Area Plan. Waiver impact reports must be submitted annually by July 1, unless otherwise notified of any date changes by the LGOA. The LGOA reserves the right to make formal inquiries on the status of waivers with the AAA/ADRC or provider/contractor as needed.

The LGOA Waiver Packet must include the following:

- title page with the signatures and contact information of the Planning Service Area (PSA) Director, AAA/ADRC Director, provider's/contractor's director, and the board chairs; and
- a summary which details progress or lack of progress in association with the waiver and whether the waiver should be extended or denied *(i.e. Has the waiver had positive or negative consequences for the provider/contractor, AAA/ADRC, and the aging clients? Would you ask for the waiver again?).*

If the AAA/ADRC has an OAA program waiver from the LGOA and the date for completion has not been achieved, then the AAA/ADRC must submit the following:

- copies of procurement contracts which have been amended or changed since the waiver was approved;
- documentation showing client count for services affected by the waiver;
- documentation for service units earned by the provider/contractor;
- data showing that the number of clients increased or decreased since the waiver was granted;
- the AAA's/ADRC's position on this waiver in the time since the LGOA granted the waiver;
- details of the AAA/ADRC oversight provided through audits and monitoring to assure that services are being provided, including documentation of the monitoring process;
- any information that reflects a client's or family member's feedback regarding the waiver process, including any problems encountered;
- steps taken by the AAA/ADRC to follow the specific plan and action steps that it assured it would take to stay abreast of the contractor/provider changes of services in region;
- details of the steps that the AAA/ADRC and provider/contractor have taken to ensure that a waiver will not be necessary in the future;
- ability of the provider/contractor to meet its stated and signed goal to increase the number of clients in six (6) months;
- activity calendars for the provider/contractor for the months since the waiver was granted; and
- a written statement on how the AAA/ADRC and the provider/contractor will continue to correct any deficiencies associated with this waiver.

CHAPTER 300:APPLICATION PROCEDURES AND GENERAL POLICIES FOR CONTRACTUAL AGREEMENTS

301: Purpose of Application Procedures and General Policies for Contractual Agreements

This Chapter sets forth, in five sub-sections, the policies and procedures governing the application process for obtaining funding and general policies that affect the program contractual agreements.

302: Eligible Lieutenant Governor's Office on Aging (LGOA) Contractual Agreements

The Lieutenant Governor's Office on Aging (LGOA) will award Older Americans Act (OAA) funds and related State funds to designated planning and services areas (organizationally the LGOA recognizes ten (10) Planning Service Areas (PSA) agencies in the State of South Carolina). The LGOA does award non-aging funds directly to non-PSA subgrantees, such as the United States Department of Labor (USDOL) funding for the Senior Community Services Employment Program (SCSEP). No OAA funds shall be awarded directly to any other agency when a designated PSA agency already exists, unless the PSA agency has been suspended temporarily. The designated PSA agency shall administer, directly or through a contractual agreement, a program approved in the Area Plan. The LGOA shall make other program awards in keeping with State and Federal regulations and policies.

303: Subgrantee Responsibilities under the Older Americans Act (OAA)

The Lieutenant Governor's Office on Aging (LGOA) is a grantee of the Administration on Aging (AoA); the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) are subgrantees of the LGOA; and the providers/contractors receive their funding from the AAAs/ADRCs.

The LGOA requires subgrantees to comply with the policies and procedures set forth in this Manual; in the Older Americans Act (OAA); in 45 Code of Federal Register (CFR) Parts 74, 92, and 1321; in other appropriate Federal regulations; and with any applicable State policies and procedures that may be promulgated. Subgrantees are responsible for knowing and understanding the contents of this Manual and referenced documents, and ensuring that their providers/contractors do likewise.

304: Procedures for Applications for Support

Applications for Older Americans Act (OAA) and other Lieutenant Governor's Office on Aging (LGOA) funding must be made through the area plan process prescribed by the LGOA. An Area Plan submitted by a Planning Service Area (PSA) agency shall be approved by the LGOA in accordance with any instructions or guidelines provided by the LGOA and the uniform area plan format and procedures outlined in this Manual. After LGOA review, a written report shall be sent to an applicant outlining any modifications needed or conditions to be met prior to approval of a plan. Each PSA and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Director shall be required to provide the LGOA with an oral summary and presentation detailing its Area Plan before approval.

The LGOA shall approve an Area Plan or amendment when a plan meets all of the requirements in this Manual or as otherwise prescribed by the LGOA. The LGOA shall provide a formal notice of approval of the Area Plan and the amount of approved funds using a Notice of Grant Award (NGA) agreement between the LGOA and the PSA agency. The LGOA requires a grant award signed by all listed parties as official notification of acceptance of the award by the PSA agency.

The LGOA shall use the following procedures in issuing grant awards for OAA and State funds:

- LGOA program managers shall submit the budget for an approved Area Plan to the LGOA Fiscal Coordinator for documentation of the availability of funds;
- program managers shall prepare NGAs;
- NGAs shall be reviewed by the appropriate LGOA program manager and fiscal coordinator before they are signed by the LGOA Director;
- program managers shall then prepare transmittal letters to accompany the NGAs sent to the PSA agencies for signature; and
- upon return of signed NGAs, the LGOA shall maintain the originals in the fiscal files.

The LGOA shall not require prior approval of AAA/ADRC contracts executed with a nonprofit public or private organization; however, the AAA/ADRC shall forward to the LGOA copies of all contracts and all amendments to the LGOA within sixty (60) days of the effective date of the contractual documents.

305: General Policies

This information on policies and procedures applies to all subgrantees and providers/contractors. The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) shall ensure that each provider/contractor meets the appropriate requirements of this subsection. Subgrantees receiving funds under the Older Americans Act (OAA) shall also be subject to the following laws and regulations:

- all provisions of the OAA, as amended to date; and
- Federal regulations issued pursuant to the OAA in the Code of Federal Register (CFR) and Office of Management and Budget (OMB) flyers:
    - 45 CFR 1321.5 cites that the following regulations apply to all activities under this part [Title III] and adds that there may be others not listed here;
    - 45 CFR Part 16: Procedures of the Departmental Grant Appeals Board;
    - 45 CFR Part 74: Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations;
    - OMB Circular A-122: Cost Principles for Non-Profit Organizations;
    - 45 CFR Part 80: Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health, Education, and Welfare; Effectuation of Title VI of Civil Rights Act of 1964;
    - 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;
    - 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation;
    - 45 CFR Part 91: Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
    - 45 CFR Part 92: Uniform Administration Requirements for Grants and Cooperative Agreements with State and Local Government;
    - OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments;
    - 45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities; and
    - 5 CFR Part 900, subpart F: Standards for a Merit System of Personnel Administration.

Program Instructions (PIs) issued by the Administration on Aging (AoA) or the LGOA shall supersede this Manual. AoA policies shall become effective only after the LGOA has provided notice to that effect.

In addition to the above provisions, subgrantees receiving funds under the OAA are also subject to the policies and procedures contained in any supplemental instructions issued by the LGOA. Subgrantees receiving Alzheimer's Resource Coordination Center (ARCC) or ElderCare Trust Fund (ECTF) awards are subject to the provisions of the authorizing legislation and any relevant policies established by the LGOA.

A. Administration

The LGOA is vested with the authority to administer all functions and responsibilities prescribed under the OAA, Federal regulations, and the Code of Laws of South Carolina. Whenever the LGOA administers a subgrant with the AAA/ADRC or other organization to provide aging services or programs, the LGOA has the responsibility of ensuring that such agency or organization adheres to this Manual and other policies and procedures that might be developed from time to time. The LGOA requires all subgrantees to establish acceptable methods for administering OAA programs in writing. The LGOA shall periodically monitor, assess, and evaluate in order to ensure that subgrantees meet the standards of operation.

B. Standards of Personnel Administration

In keeping with OAA regulations, the LGOA maintains methods of personnel administration that conform to the standards for a merit system of personnel administration as set forth in the Code of Laws of South Carolina Title 8, Chapter 19, 1976, as amended. *("A grant-in-aid agency required by federal law to operate under merit principles in the administration of its personnel programs as a condition of receiving federal grants, shall establish those policies and procedures necessary to assure compliance with the federal merit principles requirements.")* **(South Carolina Code Section 8-19-10)**

C. Equal Opportunity

LGOA subgrantees shall require compliance with Equal Employment Opportunity principles in all contracts. Planning Service Area (PSA) agencies and AAAs/ADRCs shall monitor contract compliance.

D. Publications

Any published material based on activities receiving support or funding from the LGOA shall contain an acknowledgement of that support and a statement that the activities comply with Title VI of the Civil Rights Act. In any acknowledgment of support, both the LGOA and the AoA shall be credited. Subgrantees and providers/contractors may use the following, or a similar statement:

> *"This (report) (document) (video), etc., was prepared with financial assistance from the South Carolina Lieutenant Governor's Office on Aging and the U. S. Administration on Aging through the OAA of 1965, as amended."*

The AoA reserves the option, upon request, to receive, free of charge, up to twelve (12) copies of any publication developed as a part of OAA Program operations.

When LGOA supported activities result in copyrightable material, the author is free to obtain a copyright, but the LGOA and the AoA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, use, or authorize others to use all such material.

The LGOA shall be provided, free of charge, fifteen (15) copies of any publications that a subgrantee may publish utilizing LGOA funds. The State Library is authorized by law to receive fifteen (15) copies of any book or brochure produced with Federal or State funding.

E. Licensure and Standards

All subgrantees and providers/contractors shall ensure that when State or local public jurisdictions require licensure for the provision of any services under an Area Plan, such licensure shall be obtained. All projects funded with LGOA assistance shall meet all quality standards found in this Manual.

F. Confidentiality and Disclosure of Information

The AAA/ADRC must have written procedures and effective monitoring practices to ensure that no information about any client (older persons, adults with disabilities, family members, caregivers, etc.) or any personal information obtained from a client by a provider/contractor or AAA/ADRC is disclosed by the provider/contractor or AAA/ADRC in a form that identifies the person without the informed consent of the person or of his/her legal representative, unless the disclosure is required by court order, statute, or regulation. Disclosure shall be provided for monitoring by authorized Federal, State, or regional agencies.

The AAA/ADRC must ensure that lists of clients compiled under any programs or services are used solely for the purpose of providing or evaluating services. AAAs/ADRCs shall obtain written assurance from providers/contractors stating that they will comply with all LGOA confidentiality requirements, as well as any and all applicable Federal and State privacy and confidentiality laws, regulations, and policies. The AAA/ADRC shall provide the LGOA with confidentiality assurances through its Area Plan, annual Area Plan updates, or as changes are made in confidentiality policies.

G. Code of Conduct

The LGOA has an established code of conduct prescribed by the South Carolina Ethics Commission that governs the performance of its employees or agents in contracting with or expending Federal or State grant funds. The Code of Conduct is available from the State Ethics Commission.

As a part of this Code of Conduct, no LGOA employee or agent shall solicit or accept gratuities, favors, or anything of monetary value from providers/contractors or potential providers/contractors. The Code provides, to the extent possible under State law, rules and regulations for penalties, sanctions, or other disciplinary actions to be applied for violations of standards by employees or agents of the LGOA, current providers/contractors, or potential providers/contractors.

All AAAs/ADRCs, other subgrantees of the LGOA, and providers/contractors shall adopt a code of conduct that provides, at a minimum, the features identified in 45 Code of Federal Register (CFR) 92.36(b)(3) or 45 CFR 74.42 as applicable. In addition, those entities above shall use the Code of Conduct published by the SC Ethics Commission as a model. The AAAs/ADRCs shall maintain copies of its and its provider's/contractor's codes of conduct and provide those copies to the LGOA upon request.

H. Conflicts of Interest

All contracts awarded must be in accordance with the OAA's and the South Carolina Ethics Commission's rules and regulations concerning conflicts of interest.

I. Budget Year and Period for Award

At the time of approval of an Area Plan, the LGOA shall establish an effective period for the award. The period is the number of years, designated by the LGOA during which time the grantee of the award may be granted continuation of the award to be used for long-range budget planning. Funds obtained under the OAA or through State appropriations are planned and requested for only one budget year at a time. Once a budget year has been established, it shall not be changed by any subgrantee without approval by the LGOA, given through the issuance of an amended Notice of Grant Award (NGA).

J. Grants Administration

The LGOA maintains a professional accounting system and follows generally accepted accounting practices to assure proper disbursement of, and accounting for, Federal funds paid to the State under the OAA, including funds paid to the grantee of a grant or contract. Such practices shall be in accordance with policies issued by the AoA or the State. (**OAA 307(a)(7)(A)**)

The LGOA requires that AAAs/ADRCs shall maintain proper records with all necessary supporting documents. Such records must be in a form, approved by the LGOA, which provides an accurate and expeditious determination of the status of all Federal and non-Federal funds at any time; including the disposition of funds received and the nature and amount of all expenditures and obligations claimed against OAA and State allotments. Subgrantees shall enter the liability for the local matching funds in the appropriate accounts when payment is requested from the LGOA. The AAAs/ADRCs shall assure the LGOA that all funds requested for payment shall be for service units and services actually provided and earned by the providers/contractors. The AAAs/ADRCs shall provide and maintain written assurances through their Area Plans and annual updates to monitor and audit the payment requests for accuracy and integrity purposes.

K. Maintenance of Local Support for Services

The AAA/ADRC shall require each provider/contractor to ensure that neither OAA funds nor State funds are used to replace funds from existing local sources, and that any increases of Federal and State funds shall result in increased Federal- and State-funded units of service. The AAAs/ADRCs shall provide the LGOA with this data upon request.

L. Matching and Percentage Requirements

Each AAA/ADRC and provider/contractor must meet all of the matching and percentage allocation requirements of the Federal regulations as applied to its Area Plan. The AAA/ADRC may use no more than ten (10) percent of the total of its combined allotments for supportive (Title III-B), nutrition (Title III-C-1 and Title III-C-2), and family caregiver services (Title III-E), to pay no more than seventy-five (75) percent of the costs of administering its Area Plan.

The AAA/ADRC may use its allotments for supportive, nutrition, and wellness to pay no more than eighty-five (85) percent of the costs of these activities. Five (5) percent shall be provided by the State. The State matching funds for OAA services shall be distributed on the same basis as the Federal funds they are used to match. The AAA/ADRC shall ensure

that ten (10) percent of the cost of the supportive, nutrition, and wellness services is from non-Federal resources.

The AAA/ADRC may use its allotments for family caregiver services to pay 100 percent of the costs of these activities. The South Carolina Department of Mental Health (SCDMH) provides the twenty-five (25) percent match requirement through an in-kind contribution.

M. Requirements for the Non-Federal Share

For both the AAA/ADRC and provider/contractor, the non-Federal share may be cash and/or third-party in-kind contributions. Third-party in-kind contributions may be in the form of real property, equipment, supplies, other expendable property, and/or the value of goods and services that directly benefit and are specifically identifiable to the project or program. (**45 CFR Part 74.2**)

The AAA/ADRC shall develop and maintain an adequate control system that ensures that the AAA/ADRC and its providers/contractors are meeting the match requirements. The AAA/ADRC shall make this information available to the LGOA upon request.

All resources used to meet the match requirements shall comply with allowable cost provisions of the program to which they are applied and shall be used for program costs that are necessary for the delivery of the contracted services or activities.

When computing the value of a third-party in-kind match, the subgrantee and provider/contractor shall use the fair market value of the third-party donation. Fair market value is defined in this Manual as "what a reasonable buyer would pay to a reasonable seller when neither party is compelled to make the transaction." When volunteer time is used as in-kind match, the definition would be the same except that the terms "buyer" and "seller" would be changed to "employer" and "employee." NOTE: Guidance about determining the value of donations is available from the Internal Revenue Service.

N. Populations Targeted for Service under the Older Americans Act (OAA)

The AAA/ADRC shall ensure that preference for service is given to those older persons in greatest social and/or economic need, with particular attention to: older individuals with low income; low-income, minority older individuals; older individuals with limited English proficiency; older individuals residing in rural areas; and older individuals at risk for institutional placement. "Low-Income" is defined as income that is less than 125 percent of the poverty level published annually in the Federal Register.

"Minority older persons" are defined by AoA as:

- African American, Not of Hispanic Origin -- A person having origins in any of the black racial groups of Africa;
- Hispanic Origin -- A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish/Portuguese culture, or origins, regardless of race;
- Native American (Indian) or Alaskan Native -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition; and
- Asian American/Pacific Islander -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands (which include China, India, Japan, Korea, the Philippine Islands, Samoa, and the Hawaiian Islands).

"Rural" is defined by AoA as **"**any area that is not defined as urban." Urban areas comprise urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and an incorporated place or a census designated place with 20,000 or more inhabitants.

O. Voluntary Contributions for Older Americans Act (OAA) Services

OAA amendments continue to provide for solicitation of voluntary contributions for services delivered with OAA funds. A voluntary contribution is a gift or donation, freely given, without persuasion, coercion, or legal obligation. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under the OAA if the method of solicitation is non-coercive. Such contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of the service. (**OAA 315 (b)(1)**)

The AAAs/ADRCs and providers/contractors shall not use a means test for any service in which contributions are accepted, or deny services to any individual who does not contribute to the cost of the service. The AAA/ADRC shall consult with providers/contractors and older individuals in the planning and service area to determine the best method for accepting voluntary contributions. The same sliding scale used for cost sharing shall be used to guide voluntary contributions. (**OAA 315 (b)(2) and (3)**)

The AAA/ADRC shall ensure that each provider/contractor will:

- provide each program beneficiary with an opportunity to voluntarily contribute to the cost of the service;
- protect the privacy and confidentiality of each program beneficiary with respect to their contribution or lack of contribution;
- clearly inform each program beneficiary that he/she is not obligated to contribute and that any contribution is purely voluntary;
- establish appropriate and professional finance and accounting procedures to safeguard and account for all contributions; and
- use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under the OAA. (**OAA 315(b)(4)(A through E)**)

The voluntary contributions system adopted shall be clearly explained to individuals who use the agency's services. The explanation shall be made both verbally and in writing at the time service delivery is arranged and shall be posted in a conspicuous location accessible to clients within the site. The explanation shall include the voluntary nature of the contribution, confidentiality policies, and procedures showing how contributions are collected and used. The AAA/ADRC shall ensure that this is included in procurement contracts, and each provider's/contractor's policy shall be included in the AAA's/ADRC's Area Plan annual update.

P. Cost Sharing for Older Americans Act (OAA) Services

OAA amendments provide for cost sharing for limited services delivered with OAA funds. Cost sharing is defined as "sharing of the full cost of the service by the provider/contractor and the program beneficiary." The level of participation is based on the individual's willingness and ability to share in the cost and the provider's/contractor's total cost of the service. The AAA/ADRC must ensure that each provider/contractor meets the OAA requirements. The following provisions are taken from the OAA.

1. The LGOA permits cost sharing by program beneficiaries for all services funded

under the OAA with the exceptions noted in items 2 and 3 of this section.

2. The State is not permitted to implement cost sharing for the following OAA services:
   (a) information & assistance, outreach, benefits counseling, or case management services;
   (b) ombudsman, abuse prevention, legal assistance, or other consumer protection services;
   (c) congregate and home-delivered meals funded under the OAA; or
   (d) any services delivered through tribal organizations. (**OAA 315(a)(2)(A through D)**)

3. The LGOA does not permit cost sharing for services by older persons whose income is at or below Federal poverty guidelines. The LGOA may exclude from cost sharing low-income persons whose incomes are above the Federal poverty line if other factors warrant partial or full exemption. The LGOA shall not consider any assets, savings, or other property owned by older persons when defining low-income persons who are exempt from cost sharing, when creating or explaining a sliding scale for the cost sharing, or when seeking contributions. The AAA/ADRC may describe the unit in composite terms, such as a "visit" for home care services, a "ride" for transportation services, or an "hour" for other services.

4. The LGOA shall require that each AAA/ADRC ensure that all providers/contractors shall:
   (a) protect the privacy and confidentiality of each older individual with respect to declared income and share of cost paid;
   (b) establish appropriate professional finance and accounting procedures to safeguard and account for payments received;
   (c) use all collected payments to expand the service for which the payment was given;
   (d) not consider assets, savings, or property owned by the older individual in determining whether cost sharing is permitted under the OAA;
   (e) not deny services to an individual due to income or failure to participate in cost sharing;
   (f) determine eligibility of individuals to cost share solely by their confidential self-declaration of income with no required verification; and
   (g) widely distribute State-created written materials in formats reflecting the reading abilities and languages of older individuals to describe the criteria for cost sharing, the sliding scale, and mandate cited in statement (e). (**OAA 315(a)(5)(A through G)**)

   In an effort to distribute State-created materials, the LGOA shall collaborate with the aging network to fulfill the need for these materials in each planning and service area.

   The explanation for cost-sharing policies shall be made both verbally and in writing at the time the service is arranged by the provider/contractor and shall be posted in a conspicuous location accessible to clients within the site. It shall include confidentiality policies and explain how payments are used to expand services. Income from cost sharing shall not be used to meet the local match requirement. The AAA/ADRC shall ensure that this is included in procurement contracts, and each provider's/contractor's cost-sharing policy shall be included in the AAA's/ADRC's Area Plan annual update.

   When the LGOA conducts public hearings for the State Plan and the AAAs/ADRCs conduct public hearings on their Area Plans, they shall solicit the views of older individuals, subgrantees, providers/contractors, and other stakeholders on

implementation of cost sharing in the planning and service area or the State. Prior to the implementation of cost sharing, the LGOA and each AAA/ADRC shall develop plans that are designed to ensure that the participation of low-income older individuals (with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) will not decrease with the implementation of cost sharing. (**OAA 315(c)(1) and (2)**)

Q. Fees for Non-Older Americans Act (OAA) Supported Services

Fees or payments are defined by the LGOA as "legal obligations required in order to receive the service." The LGOA allows fees to be collected for meals provided with State Home and Community Based Services funds, bingo tax revenues, and license fees, provided each source of funds has a distinct population receiving services only under those sources. A subgrantee or provider/contractor charging fees under this provision may not rotate the same population of service program beneficiaries through various funding sources.

When no OAA funds are used to support a service, in whole or in part, and the funding source has no prohibitions against fees, a provider/contractor may require a fee from an individual in order to receive a service. The sliding scale used for cost sharing and voluntary contributions, and the method of developing it, should be used for establishing such fees. The sliding scale shall establish a maximum total amount an individual may be charged, regardless of the number of services received. A "block" fee may be established as a percent of income whenever the AAA/ADRC determines it to be in the best interest of the individual.

When this method is used, payments shall be prorated over each type of service the individual receives. For purposes of explaining the sliding scale, the AAA/ADRC may describe the unit in composite terms, such as "visit" for home care, a "ride" for transportation services, or an "hour" for other services.

Fees established for services may be waived by the provider/contractor, in whole or in part, for a specified period of time. In granting a waiver, the provider/contractor shall consider hardship caused by unusual or unpredictable situations. These include, but are not limited to: increased medical expenses; housing or energy expenses; natural disasters; or signs of abuse, neglect, or exploitation. A waiver may be granted either at initial assessment, or when the individual's circumstances change. A client shall be assisted by the provider/contractor to identify and track fees used by the client.

The following principles shall guide termination of services due to non-payment:

- individuals above poverty level who have been determined able to pay a fee may be denied or terminated from services except when the individual's health and/or safety is at risk;
- individuals or their representatives shall be given notice of actions that can be taken to avoid disruption/termination of service; and
- individuals or their representatives shall notify the contractor of any changes that affect their ability to make payments or when income or expenses have changed.

When the individual or representative notifies the contractor of the inability to pay, the provider/contractor shall re-assess the client to determine if there is cause for a full or partial waiver of the fee or a suspension of the fee for a designated period. Staff shall

encourage and support a sense of self-determination in all interactions so that the individual's dignity is preserved.

When a contractor offers private-pay services, fees shall be based upon the full cost of the service, as determined by the provider/contractor or identified in the Area Plan; no part of the cost may be supported by OAA funding. The fees for such private-pay services may be paid by the individual or subsidized, in whole or part, by local sources (for example, civic or faith-based organizations, or the United Way). Each provider/contractor who offers private-pay services that are also provided under contract with the AAA/ADRC shall establish a written methodology for determining priority for services under OAA, as opposed to private-pay or locally-subsidized services. This methodology shall not include a means test. The AAA/ADRC shall maintain a written copy of the methodology used for determining priority for services under the OAA, and this shall be made available to the LGOA upon request.

CHAPTER 400: PLANNING SERVICE AREA (PSA) AND AREA AGENCY ON AGING (AAA) ADMINISTRATION

In this chapter, Planning Service Area (PSA) is used to denote the organization which contracts with the Lieutenant Governor's Office on Aging (LGOA) for Older Americans Act (OAA) services. This is not to be confused with the federally defined "planning and service area" found in the OAA. (See definitions in Chapter 100.)

401: Purpose of Planning Service Area (PSA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Administration

This Chapter sets forth the policies and procedures that the Lieutenant Governor's Office on Aging (LGOA) and the Administration on Aging (AoA) require the Planning Service Area (PSA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) to follow as stipulated in the Notice of Grant Award (NGA) Terms and Conditions (found in Section 405 of this Manual), while executing activities under an area plan.

402: Planning Service Area (PSA)

A. Planning Service Area (PSA) Role

According to the Lieutenant Governor's Office on Aging (LGOA), the Planning Service Area (PSA) is a designated organization which contracts with the LGOA to provide Older Americans Act (OAA) services, including full fiscal and administrative responsibility within a planning and service area. A PSA is responsible for having and operating an Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC).

B. Planning Service Area (PSA) Procedural Requirements

The following policies and procedures are intended to encourage PSA support of aging services in South Carolina and in the planning and service area regions:

1. Each PSA shall have at least one (1) board meeting annually dedicated to aging issues and invite the LGOA Director and senior staff.
2. All PSA directors are required to attend quarterly and scheduled PSA directors' meetings at the LGOA and to stay for the duration of the meeting. Those directors unable to attend shall send an appropriate representative in their place with the approval of the LGOA Director.
3. The PSA director shall assure that all contact information for all respective PSA board members provided to the LGOA is accurate and up-to-date, and the director will post the date and time of PSA board meetings on an events calendar on the PSA's web site.
4. PSA directors and governing board members shall be encouraged to provide a minimum of six (6) hours of community service annually in the aging network. Options for community service may be conducted through, but not limited to, working in a group meal site; delivering home-delivered meals; or volunteering in an adult day care, assisted living facility, or a multipurpose senior center. The desired goal of this community service is for the PSA leaders to see firsthand the many challenges and obstacles facing older persons, persons with disabilities, and their families and caregivers in order to seek solutions to improve the aging network in their regions.
5. The PSA directors shall be expected to be engaged and informed aging advocates who work to promote senior matters and educate the community on issues facing the aging network and their regional AAA/ADRC.

6. PSA directors and AAA/ADRC directors are encouraged to attend LGOA-sponsored public hearings, forums, or public events within the PSA region. PSA board members, Regional Aging Advisory Council (RAAC) members, and any other affiliated groups are encouraged to attend and participate in local aging events where regional, State, and Federal aging issues are discussed.

C. Responsibilities of the Planning Service Area (PSA)

The PSA is responsible for ensuring that the AAA/ADRC fulfills the responsibilities of Section 403C of this Manual and for ensuring that the AAAs/ADRCs adhere to the Quality Assurance procedures found in Section 404L of this Manual.

The PSA, through the AAA/ADRC, and in partnership with the LGOA, shall proactively perform a wide range of functions related to advocacy, planning, coordination, interagency linkages, information sharing, monitoring and evaluation, and contracting for services while executing activities under an Area Plan. Activities administered under an Area Plan are intended to create a comprehensive and coordinated community-based system. This system shall assist older persons to live independently in their own homes and communities for as long as possible.

The criteria for a comprehensive and coordinated community-based system shall:

- have a visible focal point of contact where anyone can visit or call for assistance, information, or referrals on any aging and/or adults with disability issue;
- provide a range of service options;
- utilize viable methods to ensure that all service options are publicized and promoted through the internet, paid advertising, and earned-media for the purpose of ensuring access to information and services for older persons;
- ensure that these options are readily accessible to older persons who are independent, semi-dependent, or totally dependent, regardless of their income;
- include commitment of public, private, and/or voluntary resources to support the system through effective outreach, collaboration, and partnering;
- involve collaborative partners in decision-making of the AAA's/ADRC's strategic planning process to include older persons in the community as well as organizations that are public, private, civic, nonprofit, voluntary, philanthropic, and/or faith-based;
- offer special help or targeted resources for the most vulnerable older persons (those in danger of losing their independence);
- provide effective referrals to ensure that information or assistance is received, regardless of how or where contact is made in the community;
- demonstrate sufficient flexibility to respond with appropriate individualized assistance, especially for the most vulnerable older persons;
- create programs tailored to the specific needs and characteristics of the community;
- incorporate partnerships with community leaders who have the respect, capacity, and authority necessary to convene all interested parties;
- assess needs, design solutions, track overall success, stimulate change, and plan community responses for the present and for the future;
- work with local elected officials and community partners to designate one (1) or more focal points in each community, as defined by the AAA/ADRC, to maximize coordination of services for older individuals and adults with disabilities;
- designate multi-purpose senior centers as community focal points;

- ensure that services financed under the OAA will be based at, linked to, or coordinated with the designated community focal points;
- work with other community agencies to encourage maximum collocation for partnering, coordination with, or access to service opportunities from designated community focal points; and
- not engage in any activity inconsistent with its "statutory functions" as defined by the Administration on Aging (AoA). (See definition in Chapter 100.)

403: Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC)

A. Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Role

The role of the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) is to plan, coordinate, administer, and assess a comprehensive and coordinated system of services to older persons in the planning and service area.

The role of each AAA/ADRC includes the following:

- hiring qualified staff with the knowledge, skill, and ability to develop an Area Plan and fulfill the obligations set forth by that plan and to effectively perform the functions of an AAA/ADRC as prescribed in Federal and State regulations and in this Manual;
- implementing a staffing plan consistent with federal and state standards as outlined by 45 CFR 1321.55;
- selecting, administering, and evaluating a network of service provider agencies which are responsible for the provision of services to older persons, with objectives specifically targeting low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas;
- ensuring the use of outreach efforts that will identify eligible individuals, with special emphasis on older individuals who have the greatest economic or social need, particularly low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas;
- establishing priorities and methods for serving older persons with greatest economic or 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;
- conducting annual evaluations of the effectiveness of outreach efforts for low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas;
- allocating and coordinating available resources to achieve the most effective program for older persons, with emphasis on low-income older individuals, low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas;
- conducting annual and on-going assessments that utilize the best practices which reflect a modernized aging structure and service delivery system;
- creating appropriate professional policies that address conflicts of interests that may arise; and
- ensuring and coordinating the assessment, selection, and service process will not be performed by the same entity in order to assure program integrity.

B. Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Procedural Requirements

The following policies and procedures are intended to encourage AAA's/ADRC's support of aging services in South Carolina and in the planning and service area regions:

1. The AAA/ADRC may be either a free-standing agency whose single purpose is to administer programs for older persons, or it can be a separate organizational unit within a multi-purpose agency. This separate organizational aging unit within a multi-purpose agency shall function only for the purpose of serving as the AAA/ADRC. (**OAA 305(c)(2)**)
2. The director of a free-standing AAA/ADRC shall be an individual, qualified by education and experience, to provide leadership in area-wide aging and disability programs. The director shall be expected to be an actively engaged and informed aging advocate who works to promote senior matters and educate the community on issues facing the aging network and his/her planning and service area. The aging unit director shall devote full time of at least thirty-seven and a half (37 ½) hours per week solely to activities in the area plan.
3. The legal entity serving as an area agency on aging shall assure that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Likewise, no individual (appointed or otherwise) involved in the designation of the head of an area agency on aging shall be subject to a conflict of interest as defined in this Manual. Mechanisms must be in place to identify and remove conflicts of interests prohibited under the Older Americans Act (OAA). (**45CFR 74.421) and OAA 307 (a)(7) (B)(i)**)
4. All AAA/ADRC directors are required to attend and stay for the duration of their monthly scheduled meeting at the Lieutenant Governor's Office on Aging (LGOA) or they must send a knowledgeable, designated representative in their place. Directors must submit an e-mail to the LGOA Director's Executive Assistant requesting approval to send another representative and who that person will be. Should an AAA/ADRC fail to seek pre-approved consent from the LGOA Director, they may be deemed noncompliant with their grant and will have to submit a Corrective Action Plan (CAP) for becoming compliant.
5. AAA/ADRC Regional Aging Advisory Council (RAAC) Members shall be encouraged to provide a minimum of six (6) hours of community service annually in the aging network. Options for community service may be conducted through, but not limited to, working in a group meal site; delivering home-delivered meals; volunteering in an adult day care, assisted living facility, or a multipurpose senior center; or actively promoting senior issues in the community. The desired goal of this community service is for the AAA/ADRC RAAC Members to see firsthand the many challenges and obstacles facing older persons, persons with disabilities, and their families and caregivers in order to seek solutions to improve the aging network in their regions.
6. The AAA/ADRC will provide the contact information for RAAC Members to the LGOA and to post this information along with their meeting dates and times on the events calendar found on the AAA/ADRC website.

7. All service procurement contracts must incorporate all components of the South Carolina Aging Network's Policies and Procedures Manual, including all chapters, the appendices, and the LGOA Minimum Meal Bid Specifications. Under the direction of this Manual, all AAA's/ADRC's procurement contracts shall be based on meeting their unique regional needs.
8. AAA/ADRC directors shall be expected to be engaged and informed aging advocates who work to promote senior matters and educate the community on issues facing the aging network and their region.
9. AAA/ADRC directors are encouraged to attend LGOA-sponsored public hearings, forums, and public events within the region. Regional Aging Advisory Council (RAAC) members and any other affiliated groups are encouraged to attend and participate in local aging events where regional, State, and Federal aging issues are discussed.
10. In accordance with OAA Section 203(b) and 306(a)(12), the AAA/ADRC shall establish effective and efficient procedures for coordination with entities conducting other Federal programs for older persons and adults with disabilities at the regional level. See Section 404I of this Manual for a detailed list of Federal programs that must be included.

AAA/ADRC Regional Aging Advisory Council (RAAC) Purpose and Structure In Relation To A Planning Service Area (PSA) Board of Directors

The AAA/ADRC shall establish an *active, functioning, engaged,* and qualified Regional Aging Advisory Council (RAAC) of individuals who will enhance the leadership role of the AAA/ADRC. The RAAC shall carry out advisory functions which further the area agency's mission of developing and coordinating community-based systems of services for all older persons in the planning and service area. Through its Area Plan, the AAA/ADRC shall provide the LGOA information on how board members are selected, appointed, or elected; the established terms of office; and RAAC by-laws. The South Carolina Association of Non-profit Organizations (SCANPO) may be a tool that the AAA/ADRC may utilize to train RAAC members to better serve and advise the AAA/ADRC. SCANPO can be found at http://www.scanpo.org/resource-center/.

The RAAC shall be comprised of residents of the Planning Service Area (PSA) region including:

- more than 50% older persons;
- minority persons and older persons residing in rural areas who are participants or who are eligible to participate in programs under the area plan;
- family caregivers;
- representatives of the business community, including providers of services;
- representatives of older persons;
- representatives of health care provider organizations, including veterans' health care;
- persons with leadership experience in the private and voluntary sector;
- local elected officials; and
- the general public;

The RAAC has no decision making authority. The RAAC shall advise the AAA/ADRC as relative to:

- all matters relating to the development of the area plan;
- administration of the plan;

- operations conducted under the plan;
- conducting public hearings;

In addition, the RAAC shall represent the interests of older persons by reviewing and commenting on policies, programs, and actions in the PSA that affect older persons with the intent of assuring maximum coordination and responsiveness to older persons. (**OAA 306(a)(6)(D) and 45 CFR 1321.57**)

The AAA's/ADRC's RAAC shall have the opportunity to review the Area Plan before public hearings on the plan, and again prior to final submission of the plan to the LGOA. The RAAC carries out advisory functions that further the AAA/ADRC mission.

Not more than fifty (50) percent of the RAAC may serve on the Board of Directors of any PSA. To avoid a conflict of interest, AAA/ADRC and provider/contractor staff shall not serve as voting members on the RAAC or on the Board of Directors of a PSA.

The AAA/ADRC shall develop written protocols and make public on its web site the bylaws of its RAAC. The bylaws for each RAAC shall specify the role and functions, number of members, procedures for selection of members, term of membership, and the frequency of meetings. The RAAC shall meet at least quarterly, and notice of meetings and minutes of the meetings shall be sent electronically to the LGOA Policy Manager. The AAA/ADRC shall provide any staff assistance required by the RAAC and Board of Directors, as applicable.

C. Responsibilities of the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC)

The AAA/ADRC, under the direction of the PSA and in partnership with the LGOA, shall proactively perform a wide range of functions related to advocacy, planning, coordination, interagency linkages, information sharing, monitoring and evaluation, and contracting for services while executing activities under an area plan. Activities administered under an Area Plan are intended to create a comprehensive and coordinated community-based system. This system shall assist older persons to live independently in their own homes and communities for as long as possible.

The criteria for a comprehensive and coordinated community-based system shall:

- have a visible focal point of contact where anyone can visit or call for assistance, information, or referrals on any aging and/or adults with disabilities issue;
- provide a range of service options;
- utilize viable methods to ensure that all service options are publicized and promoted through the internet, paid advertising, and earned-media for the purpose of ensuring access to information and services for older persons;
- ensure that these options are readily accessible to older persons who are independent, semi-dependent, or totally dependent, regardless of their income;
- include commitment of public, private, and/or voluntary resources to support the system through effective outreach, collaboration, and partnering;
- involve collaborative partners in decision-making of the AAA's/ADRC's strategic planning process to include older persons in the community as well as organizations that are public, private, civic, nonprofit, voluntary, philanthropic, and/or faith-based;
- offer special help or targeted resources for the most vulnerable older persons (those in danger of losing their independence);

- provide effective referrals to ensure that information or assistance is received, regardless of how or where contact is made in the community;
- demonstrate sufficient flexibility to respond with appropriate individualized assistance, especially for the most vulnerable older persons;
- create programs tailored to the specific needs and characteristics of the community (including ethno-cultural and social issues which may have an impact on a particular population's willingness and ability to access the information and/or services they need);
- incorporate partnerships with community leaders who have the respect, capacity, and authority necessary to convene all interested parties;
- assess needs, design solutions, track overall success, stimulate change, and plan community responses for the present and for the future;
- work with local elected officials and community partners to designate one (1) or more focal points in each community, as defined by the AAA/ADRC, to maximize coordination of services for older individuals and adults with disabilities;
- designate multi-purpose senior centers as community focal points;
- ensure that services financed under the Older Americans Act (OAA) will be based at, linked to, or coordinated with the designated community focal points;
- work with other community agencies to encourage maximum collocation for partnering, coordination with, or access to service opportunities from designated community focal points; and
- not engage in any activity inconsistent with its "statutory functions" as defined by the Administration on Aging (AoA). (See definition in Chapter 100.)

Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Responsibilities are as follows:

1. When amendments are made to a procurement contract between the AAA/ADRC and a provider/contractor, the AAA/ADRC must notify the LGOA Policy Manager in writing within three (3) working days. The notification must state what changes were made and include assurances guaranteeing that all service units are being earned by the provider/contractor.
2. The AAAs/ADRCs shall assure that protocols are in place for client input before the providers/contractors start service. The AAA/ADRC and provider/contractor will input client service data *from every contact, regardless of language,* into the appropriate LGOA approved client data tracking system, including On-line Support Assistant (OLSA), Advanced Information Manager (AIM), State Health Insurance Program (SHIP) Talk, and the Ombudsman Innovative Data System. The data will be inputted by the tenth (10th) of the month in an accurate manner appropriate to each system and in accordance with Program Instructions (PI) and LGOA policies and procedures. No client data input system used by any AAA/ADRC or provider/contractor shall take the place of the above systems for reporting data to the LGOA. If the AAA/ADRC or provider/contractor uses a different data collection system other than an approved LGOA client data tracking system, that data must be transferred accurately into the LGOA system by the tenth (10th) of the month. Units cannot be earned before service has been provided.

3. All AAAs/ADRCs and providers/contractors must register any employee who is to have access to LGOA client data reporting systems in order to obtain clearance, access, and passwords.

   When an employee who has access to an LGOA client data reporting system retires, is terminated, or otherwise vacates his/her current position, the AAA/ADRC and/or the provider/contractor must notify the LGOA within three (3) working days so that accounts and passwords can be rescinded.
4. AAA/ADRC Reports Required by the LGOA in the Policies and Procedures Manual
   The AAAs/ADRCs shall run AIM reports monthly for financial, auditing, and Federal reporting purposes.

   While the LGOA only requires the Monthly Units of Service Report (MUSR) and the LG97c report monthly, the AAA/ADRC shall run all other reports provided below in order to review and to keep for audit reports.
   a. Monthly Reports Due
      Monthly Units of Service Report (MUSR)
      The AAAs/ADRCs shall run the Monthly Units of Service Report and provide it to the LGOA Finance Division by the deadline set.

      Each AAA's/ADRC's Monthly Units of Service Report (MUSR) and invoice for a particular service must specify the number of earned service units and the unit cost (both the provider's/contractor's and AAA's/ADRC's costs), as well as the total reimbursement due, for each individual provider/contractor.

      LG97c Report
      The AAA/ADRC shall submit the LG97c report, along with the MUSR monthly, and explain any anomalies (such as clients without assessments being served).
   b. Reports that the AAA/ADRC should run monthly (or at least quarterly):
      - HHS14 shows gender
      - HHS15 shows race and ethnicity
      - HHS32 shows county (location)
   c. Reports the AAA/ADRC should run frequently:
      - sc36a – activity group and funding source breakdown
      - lg45d – clients for given service and dates by funding source
      - lg96 - clients with priority and nutrition scores with Social Security Numbers (SSN), use 97c instead because it doesn't have SSN.
5. The LGOA requires all providers/contractors to input client service data into the AIM client data collection system for each site they serve and not collectively for the entire organization. The AAA/ADRC will work with individual providers/contractors to establish proper protocols for inputting data. By inputting the client service data by individual or separate sites, the AAAs/ADRCs and the LGOA can accurately monitor and audit each site's activities and services, thus ensuring data integrity for aging services. Billing for service unit reimbursement is based upon AIM data originated by the provider/contractor and approved by the AAA/ADRC.
6. The AAAs/ADRCs shall assure that providers/contractors are using the approved LGOA sign-in sheet (LG-94) at each group dining center.

7. As a means of monitoring for quality assurance, the AAA/ADRC director or designated appointee shall personally deliver a minimum of three (3) home-delivered meals from three (3) different home-delivered meal routes monthly. Any issues that arise from these monitoring visits will be corrected within three (3) business days. A monthly report of these home visits, including the name of the staff member making the visit, will be provided in writing to the LGOA Policy Manager using the Home-Delivered Monitoring Form by the last business day of the month.. In the report, the AAA/ADRC director shall assure that all Title III services contracted with the provider/contractor, which are to be reimbursed by the LGOA, are in fact being provided according to OAA and LGOA standards. The AAA/ADRC will use the Monthly Home-Delivered Meal Monitoring Form provided by the LGOA to report the home monitoring visits.
8. Likewise, the AAA/ADRC will require the director, or a designated appointee, of each of its home-delivered meal providers/contractors to make monitoring visits in accordance with procedure number seven (7) above. A report of these home visits, including the name of the staff member making the visit, will be provided in writing to their AAA/ADRC by the second Tuesday of each month. In the report, the provider/contractor director shall guarantee that all services being provided, which are to be reimbursed by the AAA/ADRC, are in fact being provided according to OAA, LGOA, and AAA/ADRC standards. The provider/contractor will use the Monthly Home-Delivered Meal Monitoring Form provided by the LGOA to report the home monitoring visits to the AAA/ADRC.
9. Each AAA/ADRC is responsible for developing written documentation, approved by the PSA Board of Directors, supporting each of the following personnel requirements:
   a. Job descriptions must be established for each position funded by Title III, OAA, and associated unpaid positions.
   b. The minimum education, training, experience, and qualifications necessary for each position must be established.
   c. A salary range for each position must be established.
   d. An approved organizational chart or charts illustrating the structure and relationship of positions, units, supervision, and functions must be developed.
   e. Personnel policies, which are incorporated into agency operating procedures, must be developed which address, at least, the following topics:
      - employee recruitment and hiring;
      - lines of authority and supervision;
      - work schedules and hours of operation;
      - employee compensation;
      - employee fringe benefits;
      - incentive compensation (2 CFR Part 230);
      - employee evaluation and promotion;
      - leave;
      - confidentiality and privacy;
      - employee discipline and termination;
      - employee grievance procedures;
      - accidents, safety, and unusual incidents;
      - transportation/travel;
      - employee conduct;

- employee pre-service and in-service training and staff development; and
- procedures for selecting the AAA/ADRC executive director.

10. Each AAA/ADRC shall have a staffing plan that identifies the number and types of staff assigned to carry out AAA/ADRC responsibilities and functions on file for review. Such staff shall be in addition to staff employed by the AAA/ADRC to provide any direct services under OAA Title III or Title VII. Any AAA/ADRC that is a public agency must meet Federal affirmative action requirements. The AAA/ADRC shall provide the LGOA with a copy of its Staffing Excel Spread Sheet when submitting its annual area plan update, or as needed, to keep the LGOA apprised of any staffing changes.
11. An AAA/ADRC shall have sufficient legal authority and organizational capability to develop an Area Plan, and to effectively carry out the functions and responsibilities prescribed for an AAA/ADRC.

404: Functions/Components of the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) are as follows:

A. Planning

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) must engage in a continuous process of area planning for the benefit of older persons and adults with disabilities. The AAA/ADRC must develop and administer an area plan in compliance with OAA Section 306 and all other applicable laws and regulations, including all requirements of the Lieutenant Governor's Office on Aging (LGOA). For a fully functioning AAA/ADRC, the following components shall be included in the planning process:

1. Recruitment and Staff Development

The AAA/ADRC is responsible for recruiting, employing, and training competent staff to develop and administer the Area Plan. The AAA/ADRC must also ensure that staff carry out the functions and responsibilities prescribed by the LGOA, the Older Americans Act (OAA) and the South Carolina Aging Network's Manual of Policies and Procedures. Staff providing the direct services identified in Section 403C-7 of this Manual are in addition to the staff responsible for the nine (9) area agency responsibilities. The AAA/ADRC shall develop and implement a staffing plan consistent with Federal and State standards. (**45 CFR 1321.55**)

2. Community Needs Assessment

The AAA/ADRC shall perform a community needs assessment to determine the needs of the older persons and adults with disabilities within its planning and service area. The assessment shall include the existence and effectiveness of other public or private programs serving those needs in the region. Each community needs assessment should be continuously updated to meet the evolving needs of its population.

3. Unmet Needs

The AAA/ADRC shall prioritize the unmet needs of older persons with the greatest economic and social needs, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas, and older individuals at risk for institutional placement.

4. **Measureable and Attainable Goals**
   The AAA/ADRC shall establish measurable and attainable goals, objectives, and standards of performance for meeting prioritized needs.
5. **Coordination of Services**
   The AAA/ADRC shall initiate, expand, improve, and coordinate services for older persons and caregivers.
6. **Analysis of Barriers**
   The AAA/ADRC shall identify and analyze barriers to service access.
7. **Information and Feedback**
   The AAA/ADRC shall analyze feedback obtained through public hearings, the Regional Aging Advisory Council (RAAC), local officials, public and private agencies, older persons in the State, and those older adults who participate in any aging programs, in order to facilitate an area-wide planning process.
8. **Implementation of Information and Referral**
   The AAA/ADRC shall implement an information and referral program which enhances the quality of lives for seniors in the region.
9. **Distribution of Resources**
   The AAA/ADRC shall distribute available resources throughout the planning and service area in a manner that addresses the needs for services identified in its community assessment.

B. Program Development

The program development activities of the AAA/ADRC shall maintain or enhance existing programs and also develop new programs. Program development decisions are based on needs identified in the planning process, and on efforts to reduce or eliminate some services in order to concentrate efforts and resources on the development of more critical services. (**45 CFR 1321.17(f)(14)**)

C. Resource Development

The AAA/ADRC shall seek necessary resources from local governments, foundations, Federal grants, fundraising, cost sharing, private pay, and other sources to maintain, enhance, and develop services. When appropriate, these efforts should be coordinated and supported through the LGOA to maximize successful outcomes. (**45 CFR 1321.53(a)**)

D. Service Delivery

The AAA/ADRC shall use providers/contractors to provide all supportive services, nutrition services, or in-home services under the Area Plan except where, in the judgment of the LGOA:

- provision of service by the AAA/ADRC is necessary to ensure adequate services;
- such services are directly related to the AAA/ADRC statutory functions; or
- such services can be provided with comparable quality and cost by the AAA/ADRC.

AAA/ADRC services directly related to statutory functions, advocacy, and service delivery functions must be performed in a consistent manner throughout the planning and service area. The LGOA has determined that these services are as follows:

- information, referral and assistance;
- caregiver support services;
- insurance counseling;
- outreach and advocacy;

- program development and coordination; and
- client needs assessments.

A single entity shall not conduct the assessment, choose the client, and deliver the services. (For example: A provider/contractor cannot perform all three functions.) Providers/Contractors shall maintain updated and prioritized waiting lists that score client placement through regular assessments in order to ensure that those seniors with the greatest needs are being served. Reassessments that keep assessment scores and prioritized waiting lists current shall be conducted regularly. Each AAA/ADRC will review and monitor the waiting lists and the assessments continuously.

E. Client Assessment Standards

All clients receiving services through the Lieutenant Governor's Office on Aging (LGOA) must have a full and valid assessment in order to be a service recipient. All assessments shall be conducted using the authorized Lieutenant Governor's Office on Aging Assessment/Reassessment Form.

A single entity shall not conduct the assessment, choose the client, and deliver the services. (For example: A provider/contractor cannot perform all three functions.)

Each client shall receive an initial assessment, and he/she shall be reassessed at least annually. Additionally, the client shall be reassessed if he/she has had a life altering change in his/her status.

The LGOA and its aging service providers/contractors do not means test when conducting assessments. Aging programs funded through the OAA do not base eligibility on a person's income or resources; however, Federal law requires that aging programs direct services to those persons 60 years of age or older who are in the greatest social and/or economic need, limited English speaking persons, rural or low income minorities.

Each client must provide the following data on the Lieutenant Governor's Office on Aging Assessment/Reassessment Form in order to receive services: zip code, race/ethnicity, gender, date of birth, income, English- or Non-English-speaking, and number in household. Clients refusing to provide all of the required data shall be informed by the entity conducting the assessment of the consequences of not answering fully. A client not providing all of the required data shall receive a reduced assessment score which may impact his/her ability to receive services.

During an assessment, the client shall be informed that he/she is not legally required to provide income or resource information in order to receive legal assistance.

The LGOA does not require the entity conducting the assessment to collect Social Security Numbers. Any entity that chooses to collect Social Security Numbers must have protocols in place to safeguard the Social Security Numbers and to protect the client's identity. Both the AAA/ADRC and provider/contractor shall provide assurances that the personal data is protected if Social Security Numbers are collected, and the LGOA assumes no liability for that data.

Aging services clients shall be reassessed annually by the anniversary date of their initial assessment, or when necessary, due to change in their status (health or other life status changes).

While the LGOA retains copies of client assessments online, the AAAs/ADRCs shall retain hard copies of the client assessments for a period of three (3) years. This includes annual reassessments and any reassessments required because of a client's changed status.

F. Regional Training

The AAA/ADRC is responsible for designing and implementing a regional training and education plan. This plan should be comprehensive in nature and reflect the training requirements identified by the AAA/ADRC, address the service priorities in the Area Plan, and complement State efforts. The training should address geographical characteristics, demographics, infrastructure, GIS Mapping, and local and community partnering resources. The annual needs assessment is the blueprint necessary to identify the types of trainings necessary in the region.

Each AAA/ADRC is responsible for coordinating the annual training for:

- PSA Board of Directors;
- AAA/ADRC staff;
- Regional Aging Advisory Council (RAAC); and
- service provider/contractor staff.

Training shall be immediately provided for AAA/ADRC and providers'/contractors' staff when policies and procedures for programmatic services and activities have changed.

All providers/contractors under an Area Plan shall comply with procedures established by the AAA/ADRC for training of volunteers and paid personnel according to Quality Assurance standards of both the LGOA and the AAAs/ADRCs.

The AAA/ADRC shall ensure that all of its staff and its providers'/contractors' staff are proficiently trained to perform the job duties assigned and are trained to properly input data into all LGOA relevant informational systems. These systems include, but are not limited to, OLSA, AIM, SHIP Talk, the Ombudsman Innovative Data System, and any other information and client data tracking system(s) which are required to capture client data by the LGOA, Administration on Aging (AoA), or grant program.

Service provider/contractor procurement contracts shall address current staff development and training responsibilities of both the AAA/ADRC and the provider/contractor to ensure the efficiency and integrity of programs and services delivered.

As a result and outcome of these efforts, the AAA/ADRC Director will disseminate the results of the training plan to and stay in continuous communication with the appropriate LGOA Program Managers.

G. Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Regional Requirements

- Each AAA/ADRC shall meet with its provider(s)/contractor(s) to discuss questions, concerns, obstacles, and/or technical assistance required to be successful, either in group or one-on-one sessions. A summary of these meetings shall be maintained on file. Issues raised, and any resolutions achieved, in these meetings shall be addressed in the quarterly AAA/ADRC and providers/contractors meetings.
- All AAA/ADRC Requests for Proposal (RFP) shall provide direction, coordination, and planning in the fulfillment of contractual agreements with providers/contractors.

- All contractual agreements must include a procedure for the resolution of grievances or concerns between the Planning Service Area (PSA), AAA/ADRC, and provider/contractor.
- When there is grievance between the AAA/ADRC and a provider/contractor, all efforts shall be made by the AAA/ADRC to resolve the issue. Minimal contact should be made at the State level and only after all attempts have failed to resolve the issues locally. The Lieutenant Governor's Office on Aging (LGOA) shall serve only as a source of information to the AAA/ADRC regarding the resolution process. All grievances shall be handled by the AAA/ADRC and provider/contractor unless the grievance includes illegal, immoral, and/or unethical behavior, at which time the LGOA and proper authorities shall be notified. If the AAA wants to include the LGOA, or cannot work out the issue, then the LGOA may be contacted to assist with the resolution process through guidance only.

Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Requirements for Request for Proposal (RFP)

The AAA/ADRC must advertise the Request for Proposal (RFP) in legal ads in newspapers throughout the region and post information in a prominent spot on its website at least thirty (30) days before the release of the RFP. The AAA/ADRC shall notify the LGOA Policy Manager so that the RFP can be posted on LGOA web site.

Provider/Contractor Specifications for Procurement Contracts Bids

- The AAA/ADRC and providers/contractors shall have the Knowledge, Skills and Abilities (KSA) to use professional practices of performing, reporting, tracking, and administering their Older American Act (OAA) and State funding.
- The AAA/ADRC shall have legal representation on their RFP (Request for Funding) Board.
- The AAA/ADRC shall host a pre-RFP application informational meeting for potential providers/contractors three weeks following the public release of the RFP to explain the RFP process and aging network policies/procedures and to answer questions about the RFP. The date, time, and location of the meeting shall be included in the RFP packet. This shall assure fairness in the bid process. Opportunities for submitting written questions shall be provided by the AAA/ADRC before the pre-application meeting.
- Prior to engaging in a contract, the AAA/ADRC shall assure through the RFP bid and contract that the provider/contractor has the necessary equipment, technology, software, and trained staff to operate in a professional manner and to execute or administer the duties.
- An AIM Operational Manual shall be provided with the start of the bid process so that the provider/contractor knows what is expected in advance if the provider/contractor gets the contract.
- The AAA/ADRC shall provide all potential providers/contractors with an overview of the LGOA organization and procurement process before submitting a bid for contract in order that they understand the proper procedures and policies.
- The AAA/ADRC shall require each group dining provider to be a member of National Council on Aging (NCOA) / National Institute of Senior Centers (NISC) or to operate according to NISC's national standards for senior centers and group dining sites.
- The AAA/ADRC shall require, through the procurement contract, that the provider's/contractor's representative attend quarterly regional meetings. This

representative shall be required to take the information provided and disseminate it appropriately and incorporate it into his/her organization immediately.

Quarterly Meetings with the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) and Providers/Contractors

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) shall host a quarterly regional meeting with its providers/contractors. At a minimum, each quarterly meeting shall address the following topics:

Quarter One: •AAA/ADRC Area Plan; •Needs assessment; •Comparison of service delivery to GIS mapping to ensure that all clients with the greatest needs within the entire county are being served; •Challenges in business operations (what is working and what isn't working); •Training requests and topics for providers/contractors; •Best practices; •AAA/ADRC goals and mission for the year; and •Other issues and concerns.	**Quarter Two:** •Career development; •Continuing education training or Continuing Education Units (CEU); •Educational workshops; and •Other issues and concerns.
Quarter Three: •Modernizing operations; •Community resources and new partnerships; •Aging focus; •Business development; and •Other issues and concerns.	**Quarter Four:** •End of year Area Plan review; •Strategic planning and forecasting session for specific regional needs and concerns; •Analyzing end of the year data (comparing data to the GIS mapping that the AAAs/ADRCS are required to provide to the LGOA); and •Other issues and concerns.

AAA/ADRC Training Liaison

The AAA/ADRC shall appoint an AAA/ADRC Training Liaison for its planning and service area region. This liaison shall serve as the LGOA point of contact for AIM operations in its region. The liaison shall provide program overview information for AAA/ADRC providers/contractors for general aging network structure and operations. In addition, his/her primary role shall be to assure earned service units and client data are being captured, tracked, and reconciled in the AIM system for reimbursement.

The liaison shall have a firm understanding of programmatic operations and overall knowledge of finance and accounting operations for the aging network. The AAA/ADRC shall appoint the person within the AAA/ADRC who provides quality assurance and reconciliation of the provider/contractor invoices for OAA services in the AAA/ADRC region. (Note: The best candidate may be the financial manager and/or accounting reimbursement officer/manager. This person should have a strong working relationship with the person authorized to approve payment of funds to the provider/contactor for service units earned.) The liaison shall be responsible for

assuring that the AAA's/ADRC's providers/contractors are appropriately tracking service units earned in the AIM system for all OAA funds.

The AAA/ADRC Training Liaison shall train new providers/contractors, field questions in the region, and provide assistance with challenges of the AIM tracking system. The liaison shall be the only person authorized to make contact with the LGOA AIM Coordinator. On the rare occasion that the liaison cannot assist the provider/contractor, he/she may contact the LGOA AIM Coordinator for assistance. The liaison shall be responsible for forwarding the information received from the AIM Coordinator to the providers/contractors. The liaison shall be the point of contact for providers/contractors needs and shall ensure accurate, quality tracking, and monitoring for reimbursement of OAA services, prior to billing the LGOA.

AAA/ADRC Training Requirements

The AAA/ADRC shall assure on-going training within its region of operation for its providers/contractors. At a minimum, the AAA/ADRC shall do the following:

- assure that a minimum one monthly e-mail is disseminated to their providers/contractors regarding a variety of aging issues, including but not limited to outreach opportunities, outreach events, national initiatives, activity development, resources, etc.
- host an aging orientation meeting within the first thirty (30) days of a new contract agreement for all new providers/contractors in their region. Materials provided in the orientation shall include, but are not limited to, the following:
  a. a general overview of the LGOA and ADRC network operations and roles;
  b. a LGOA two-sided flyer;
  c. a LGOA benefits guide;
  d. a SC Access flyer;
  e. a copy of the AAA/ADRC Area Plan;
  f. a copy of the SC Aging Network's Policies and Procedures Manual;
  g. a summary of structure of the aging network in South Carolina;
  h. a copy of general AAA/ADRC goals for that operating year;
  i. an AAA/ADRC staffing contact sheet; and
  j. a copy of the AAA/ADRC Strategic Plan.

The AAAs/ADRCs shall assure that an AIM training session is provided by the AAA/ADRC Training Liaison and an operation manual shall be given to the new provider/contractor within the first thirty (30) days of a new contract agreement.

H. Contract and Grant Management

OAA Section 307(a)(7)(A) states that the AAAs/ADRCs are responsible for maintaining professional systems for financial management, purchasing, and property management that provide reasonable assurances that funds are being used in accordance with applicable laws, regulations, and award terms and conditions, and assuring that there are protocols and a system in place for maintaining units.

Standards for such grantee and subgrantee systems are contained in 45 CFR 92 for governmental entities, and 45 CFR 74 for educational institutions, hospitals, nonprofit organizations, and commercial entities.

I. Community Education and Awareness

The AAA/ADRC is expected to conduct activities and the outreach necessary to promote designated focal points and make them visible in their communities. Efforts should be directed towards older persons, adults with disabilities, and caregivers seeking information

and/or services. The AAA/ADRC should raise the awareness of public officials and other agencies regarding the issues and needs of older persons and adults with disabilities. (**45 CFR 1321.53(b)(1)(7) and (10)**)

J. Advocacy

The AAA/ADRC is expected to attend public hearings and events held within the planning and service area or by statewide entities on issues, plans, grants, etc., that affect older persons and adults with disabilities. The AAA/ADRC shall keep an active summary of events attended that benefit these constituencies, and the AAA/ADRC shall provide the LGOA with a written summary upon request. The AAA/ADRC is expected to make presentations when appropriate. Advocacy efforts should include attention to legislative and budgetary matters of concern to older persons and adults with disabilities. When requested, the AAA/ADRC shall assist these individuals to access all services and benefits for which they qualify. (**45 CFR 1321.61(b)(1)**)

K. Coordination

The AAA/ADRC shall provide for the identification of public and private resources in, or serving persons in, the planning and service area as part of their overall outreach and coordination efforts. Local aging partners should be brought into the AAA's/ADRC's planning process in order to better serve the region's older population. The AAA/ADRC shall work to coordinate the programs funded under the Area Plan with such resources to increase older persons' access to quality services. Coordination and outreach efforts should be detailed in the Area Plan, with particular emphasis on coordination with entities conducting Federal programs as outlined in Section 403 B-10 of this Manual. Where appropriate, the AAA/ADRC shall consider joint funding and programming to better serve older persons. Program coordination at all levels shall focus on the following functions:

- facilitate coordination of community-based and long-term care services designed to retain individuals in their homes;
- involve long-term care providers in the coordination of community-based, long-term care services; and
- address the needs of residents of long-term care facilities. (**OAA 306(a)(6)(E) and (12) and OAA 203(b) and 45 CFR 1321.61(b)(5)**)

In executing its responsibilities for the development of a comprehensive and coordinated system, the AAA/ADRC shall establish effective and efficient procedures for the coordination with entities conducting other Federal programs for older persons at the regional level, with particular emphasis on entities conducting the following programs:

- the Workforce Investment Act;
- title II of the Domestic Volunteer Service Act of 1973;
- titles XVI, XVIII, XIX, and XX of the Social Security Act;
- sections 231 and 232 -of the National Housing Act;
- the United States Housing Act of 1937;
- section 202 of the Housing Act of 1959;
- title I of the Housing and Community Development Act of 1974;
- title I of the Higher Education Act of 1965 and the Adult Education Act;
- United State Department of Transportation, MAP-21, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141);
- the Public Health Service Act, including block grants under Title XIX of such act;

- the Low-Income Home Energy Assistance Act of 1981;
- part A of the Energy Conservation in Existing Buildings Act of 1976, relating to weatherization assistance for low income persons;
- the Community Services Block Grant Act;
- demographic statistics and analysis programs conducted by the Bureau of the Census under Title 13, United States Code;
- parts II and III of Title 38, United States Code;
- the Rehabilitation Act of 1973;
- the Developmental Disabilities and Bill of Rights Act; and
- the Edward Byrne Memorial State and Local Law Enforcement Assistance programs, established under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3750093766b). (**OAA 203(b) and 306(a)(12)**)

L. Written Policies and Procedures

The AAA/ADRC shall have a comprehensive and written policies and procedures manual for complying with all of its functions as prescribed in the OAA and this Manual. These written policies and procedures shall be available for inspection upon request at the AAA/ADRC and are subject to the South Carolina Freedom of Information Act (FOIA) requirements. The AAA/ADRC may not adopt this Manual as a substitute for developing a regional manual, but may use it as a guide for what should be included in the Regional Manual. A summary of the written policies and procedures should be noted in the Area Plan.

M. Technical and Programmatic Assistance

Each AAA/ADRC "shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, with particular attention to low-income minority individuals." (**45 CFR 1321.61(b)(5)**)

The AAA/ADRC shall provide ongoing technical and programmatic assistance to providers/contractors under the Area Plan. This assistance should be provided on a regular basis through on-site visits, regular contractor meetings, and written communications. Technical and programmatic assistance should be based on quality assurance findings to ensure continual improvement in service delivery and on any topics requested by contractors under the Area Plan.

Likewise, the AAA/ADRC should provide similar programmatic assistance to all organizations, public and private, in the planning and service area that are concerned with the needs of older persons when requested**.**

The AAA/ADRC shall assure, through the Area Plan, that its policies and procedures are providing technical and programmatic assistance and training opportunities for AAA/ADRC staff and providers/contractors.

The AoA is focusing on training development and may establish additional policies in the future. Any new policies may require aging services staff from the LGOA, AAA/ADRC, and providers/contractors to obtain training in order meet the aging challenges ahead and to enhance agency and practitioner's qualifications and expertise in the field of aging and disabilities. Such trainings are offered by the Southeastern Area Agencies on Aging Association University and Boston University's Institute for Geriatric Social Work. With the AoA's increased focus on training, the AAAs/ADRCs and providers/contractors are

encouraged to provide this valuable training to their staffs.

N. Quality Assurance (QA)

1. Quality Assurance Process

Quality Assurance (QA) procedures are in place for services and service delivery. The AAA's/ADRC's QA process is outlined as follows:

- provide a schedule for QA review of all service delivery providers/contractors in the Area Plan and follow that schedule during the plan cycle;
- establish detailed written procedures to follow in conducting QA reviews of service delivery providers/contractors and the reporting of these findings;
- include the report of findings, the service delivery providers'/contractors' comments, and required corrective action, if necessary, in the written procedures;
- compile a regional analysis of all findings and corrective actions taken;
- review the regional analysis with the Regional Aging Advisory Council (RAAC) and document the RAAC response to the report;
- forward a copy of that regional analysis to the LGOA Policy Manager and to each service delivery provider/contractor reviewed and include a summary of the QA recommendations for all services reviewed at each service delivery provider/contractor by June 3rd of each year;
- maintain all original reports, responses, and documentation of corrective action in agency files for three (3) years following the QA review and make them available for review by official monitors or auditors; and
- establish protocols and procedures to develop a Corrective Action Plan (CAP), when needed, to improve services and service delivery, and provide the LGOA with a copy of the CAP protocols and procedures within three (3) days of the plan being drafted.

Complete QA reports of individual service delivery providers'/contractors' reviews shall be mailed to the LGOA, and copies should be maintained by the AAA/ADRC.

The QA process should focus on improving services available to the seniors in South Carolina. It is not a report card. Everyone involved in the review, and all reports resulting from the review, should focus on what practices lead to the best outcomes for seniors. Follow-up reports should focus on improving services for seniors.

2. Quality Assurance (QA) Standards Development

The AAAs/ADRCs will work with the LGOA in the process of creating service standards, amending existing standards, and editing any established standards or indicators. Standards will be reviewed for required changes in the year prior to the AAA/ADRC competitive procurement process. This will allow ample time for LGOA staff and AAA/ADRC staff to review recommended revisions prior to issuing Requests for Proposals for competitive procurement. The LGOA's Quality Assurance responsibilities are outlined in this Manual.

3. Quality Assurance (QA) Report Requirements

All QA reviews must be conducted by AAAs/ADRCs prior to April 1st of each year. The AAAs'/ADRCs' regional analysis of their reports, including the QA recommendations for each service delivery provider/contractor, must be submitted to the LGOA Policy Manager by June 3rd of each year. Such analysis shall:

- document positive outcomes in the delivery of service achieved through implementation of standards and indicators;

- identify any common areas of weakness in the service delivery system that can be corrected by training, technical assistance, or policy clarification; and
- propose what changes, amendments, or edits may be necessary to the standards and/or indicators for the service(s) reviewed.

4. Quality Assurance (QA) Policies and Procedures Development

Each AAA/ADRC shall establish, in writing, the detailed procedures to be followed in executing their QA responsibilities within the region. At a minimum, such procedures shall specify:

- staff position(s) with any responsibility for the QA process and the specific tasks assigned to each position;
- staff preparation undertaken for the QA review;
- involvement of other individuals in the QA process, including program participants, when feasible and appropriate;
- orientation process for all those who will be involved in conducting the QA review;
- notification of service delivery providers/contractors of any preparation required prior to the review visit;
- copies of the instruments used by the AAA/ADRC for the QA review;
- details of the reporting process/schedule;
- follow-up activities by the AAA/ADRC; and
- identification of all parties who will receive communications of findings.

5. Quality Assurance (QA) Review Participants

The AAA/ADRC staff has the main responsibility for QA reviews. However, the regional review procedures should include the roles of the following participants in the enhancement of the QA review process:

- Regional Aging Advisory Council (RAAC) members;
- PSA Board members, where applicable;
- peer service providers;
- current, former, or potential program participants; and
- representatives of other service delivery systems not contracting with the AAA/ADRC.

405: Multigrant Notice of Grant Award (NGA)

Each year, as a requirement of accepting Older Americans Act (OAA) funding from the Lieutenant Governor's Office on Aging (LGOA), each Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Director and Planning Service Area (PSA) Director must sign the Multigrant Notice of Grant Award (NGA) Terms and Conditions, thereby accepting and agreeing to adhere to all written terms and conditions. The Multigrant NGA Terms and Conditions apply to all aspects of this Manual. The terms and conditions currently set by the LGOA are provided below:

MULTIGRANT NOTICE OF GRANT AWARD (NGA)
TERMS AND CONDITIONS 2012 – 2013
(Amended)

The Terms and Conditions herein are based on the established policies and procedures of the Lieutenant Governor's Office on Aging (herein, "LGOA") under the Older Americans Act of 1965 (OAA), 42 U.S.C. §§ 3001-3058, as amended in 2006.

This Agreement is made and entered into by and between the *LGOA* (as the "Grantee"), located at 1301 Gervais Street, Suite 350, Columbia, South Carolina 29201 and Planning Service Areas (herein, "Subgrantee").

1. The Subgrantee shall comply with all applicable Federal and State laws, regulations, and guidelines, as well as the policies and procedures of the LGOA.
2. The Subgrantee will expend any prior year funds first, before expending any new funds.
3. Planning and administration funds for Title III-B, III-C-1, III-C-2, and III-E must be expended before any program development or Title III-E service funds are expended for Subgrantee staff activities or internal operations.
4. The following constitutes a substantial change in the approved Area Plan and requires an amendment to the Area Plan:
   a. change or termination of a service contractor;
   b. reduction in the funding for priority services procured; and
   c. loss or change in the services available in any county in the region.
5. Federal and State funds awarded will be available to the Subgrantee provided they are received by the LGOA from the Federal and State sources. Funds awarded on this Notice of Grant Award (herein, "NGA") are subject to change due to State or Federal budget changes, or unforeseen legislative action.
6. Bingo revenue is distributed to the Subgrantee, and must be allocated to counties using the mandated allocation formula in the State legislation. Funds shall be requested as earned on the LGOA Payment Request Form.
7. The Federal share of a grant award is earned only when the cost is incurred and the non-Federal share of the cost has been contributed.
8. All invoices and all financial and program reports must be submitted in the format provided by the LGOA and on the schedule(s) set by the LGOA. Invoice and financial reports shall be submitted to the Accounting and Finance Division, while program reports will be submitted to the appropriate program manager as stipulated by the LGOA.
9. Payment requests for both internal and flow-through expenditures must be submitted monthly no later than the twenty-first (21st) day following the end of the month for which reimbursement is requested. All Subgrantees will keep invoices current in the event of mid-year budget cuts or reductions.
10. Electronic copies of procurement contracts and all amendments thereto, shall be provided to the LGOA's Policy and Planning Manager in the Programs Services Division within thirty (30) days of execution.
11. All contracts for the procurement of services or goods supported with financial assistance through the LGOA must adhere to applicable Federal and State procurement codes (COG: OMB Circulars A102 and A-87) (PN-P: OMB Circulars A110 and A-122).
12. The Subgrantee must comply with the policies and procedures set by the South Carolina Aging Network's Policies and Procedures Manual effective October 2006 (until the new manual is effective January 1, 2013) and any Program Instructions (PI) issued during the grant period.

13. The Subgrantee will utilize the Advanced Information Manager (AIM) system to document and track units of services delivered. Reimbursements for service funds will be supported by client data correctly entered into AIM. The Subgrantee will assure that service providers/contractors are trained properly and monitored accordingly and that AIM data is inputted monthly by the tenth (10th). Payment requests will be due by the twenty-first (21st).

14. The Subgrantee will utilize On-line Support Assistant (OLSA) to record contacts. The Subgrantee will accurately input and monitor data, and provide trainings. All client contact data will be captured and immediately keyed into OLSA (preferably by an AIRS Certified Specialist) after a contact is made with a client, successfully ensuring accuracy and timeliness.

15. The Subgrantee will utilize the State Health Insurance Program (SHIP) Talk system to input insurance-related data after a contact is made with a client, successfully ensuring accuracy and timeliness.

16. Subgrantees will utilize Geographic Information System (GIS) mapping in order to determine if Older Americans Act (OAA) targeted client populations are being served in their planning and service areas.

17. Any Subgrantee that expends a total of $500,000 or more in Federal awards must monitor delivery, and have an audit that complies with OMB Circular A-133 and submit that audit to the LGOA within nine (9) months after the close of the organization's fiscal year.

18. The Subgrantee must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and regulations issued pursuant thereto (45 C.F.R. § 80).

19. The Subgrantee and those with whom they contract must take adequate steps to ensure that persons with limited English language skills receive, free of charge, the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this grant award.

20. The Subgrantee agrees that there shall be no discrimination on the basis of mental or physical disability, age, sex, or religious belief, in programs and activities receiving Federal financial assistance under this grant award, except where age is the eligibility criteria for services under the Federal award.

21. The Subgrantee shall maintain, for the full term of the grant agreement, a policy of General Liability for injury to, or death of, persons, and damage to, or destruction of, property arising out of, or based upon, any act or omission of the Subgrantee and shall require all providers/contractors funded by OAA funding to have the same coverage just described.

22. The Subgrantee agrees to comply with all terms and conditions of the Drug Free Workplace Act, (S.C. Code § 44-107-10 et seq.) and the Federal Drug Free Workplace Act of 1988, as amended in 2011 (41 U.S.C. §§ 8101-8106).

23. Individually identifiable health information is to be protected in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, 110 Stat. 1936.

24. The Subgrantee agrees to comply with the "Debarment and Suspension" terms and conditions of 45 C.F.R. § 92.35 or 45 C.F.R. § 74.13 as applicable to the Subgrantee and/or contractor or subgrantee.

25. The Subgrantee shall purchase services only from providers/contractors that provide the LGOA with all requested data in the format necessary to document the outcome of services purchased.

26. The Subgrantee shall comply with the Hatch Act of 1935, 5 U.S.C. §§ 1501-1508.

27. For the period of this award (including any amendments or extensions to this award) and for a period of three (3) years after the last payment under this award, at any time during normal business hours, the Subgrantee shall make programs and financial records and service delivery sites open to representatives of the LGOA, the United States Government Accountability Office (herein, "GAO"), the State Auditor, the State Attorney General's Office, the United States Department of Health and Human Services (herein, "USDHHS"), and/or any designees of the above. Such persons shall have the right to audit, review, examine, and make copies, excerpts, or transcripts from all records; contact and conduct private interviews with Subgrantees and employees; and do on-site reviews of all matters relating to the service delivery related to the awards on this NGA. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the three (3) year period, the records shall be retained until the completion of action and resolution of all issues which arise from it. This provision is applicable to any contractor under this award and must be included in contracts.

28. All Planning Service Area (PSA) Directors are required to attend quarterly and scheduled PSA Directors' meetings or send an appropriate representative, approved by the LGOA Director.

29. All Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Directors are required to attend monthly and scheduled ADRC meetings or send the appropriate representative, approved by the LGOA Director.

30. The AAA/ADRC shall employ a fulltime (or fulltime equivalent) Information and Referral/Assistance (I&R/A) Specialist as a requirement of receiving Title III-B and Title III-E funding.

CONDITION FOR SERVICE DELIVERY CONTRACTS

1. Each service delivery contract under the Area Plan shall require the provider/contractor to reassess service recipients no less than annually, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas, and eligible individuals, as defined in the Older Americans Act of 1965 (OAA) §518, 42 U.S.C. §3056p, as amended in 2006.

2. Based on that assessment, the provider/contractor shall provide services delivered with resources under the Area Plan to individuals with the highest priority scores.

3. Individuals who must be terminated because of low priority scores shall be provided an opportunity to continue to receive services as a private pay recipient or as a partial-pay recipient subsidized through local resources, if available.

4. Each funding source shall have a distinct client population for the duration of the contract period or until the client's service is terminated. A new client, who is in need of the service and meets the eligibility criteria of that funding source, will be added when such vacancies occur.

CONDITIONS FOR PROTECTING CLIENT IDENTITY INFORMATION

1. The Subgrantee and their providers/contractors shall comply with all Federal and State laws and regulations regarding the confidentiality of client information, as well as the policies and procedures of the LGOA.

2. The Subgrantees and their providers/contractors under the grant must have written procedures for protecting the identifying client information against unlawful distribution through any means, physical or electronic. All identifying client data must be protected through limited access to electronic records. Each employee with access to identifying client information must sign a notice prepared by the grantee specifying the requirement to maintain confidentiality and the penalty for failure to comply.

3. The Subgrantee is to seek legal advice in the preparation of such notice.

The LGOA reserves the right to suspend payment and/or take all other necessary actions in the event that the Subgrantee and its providers/contractors do not abide by all of the Terms and Conditions of this NGA during the grant period. If needed, the LGOA will conduct a review either after thirty (30) days, sixty (60) days, or ninety (90) days to ensure that the Subgrantee and its providers/contractors are in compliance with the Terms and Conditions.

The LGOA reserves the right to modify the Terms and Conditions of this NGA. Subgrantee agrees to abide by the terms of any such revised Terms and Conditions upon receipt of written notice thereof.

By signing this document, the Subgrantee agrees to the Terms and Conditions of this NGA.

406: Funding and Reimbursement for Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs)

A. Funding

1. Sources of Funds

The Lieutenant Governor's Office on Aging (LGOA) administers Federal funds received through the Older Americans Act (OAA) and other funds received through the State of South Carolina. These funds are distributed through funding streams to ten (10) regional Area Agencies on Aging (AAA)/Aging and Disability Resource Centers (ADRCs) for each planning and service area.

2. Planning for Use of Funds

In order to maximize the number of clients served and help minimize the number of people on waiting lists, the LGOA encourages each AAA/ADRC to use the following conceptual formulas in its overall planning to calculate the total number of service units which can be provided with all funding sources available. The formulas provide the AAA/ADRC with a benchmark for maximizing services.

Formula A - Any service providing one service unit per day per client (i.e. meals)
Total budget ÷ unit costs ÷ the number of days services are provided (260)
= number of service units per day

Formula B – Any service providing more than one service unit per day per client

Total budget ÷ unit costs = number of service units per year

3. Funding Streams and Service Provisions
   a. The AAA/ADRC shall make decisions regarding the services for which they contract based on a balance of client needs within a planning and service area and the budget available.
   b. The AAA/ADRC shall ensure, through planning and monthly monitoring, that all service units are utilized throughout the course of the year.
   c. The AAA/ADRC shall educate, train, and provide the providers/contractors with the tools necessary to fully understand the funding stream process, deliver services, and input client data into AIM according to LGOA policies and procedures.
   d. The AAA/ADRC shall designate a funding stream to be used to provide a specific service unit.
   e. The AAA/ADRC shall inform the providers/contractors of the amount allocated for each funding stream.
   f. The AAA/ADRC shall direct the providers/contractors to use the designated funding stream when recording the delivery of a specific service.
   g. The AAA/ADRC shall monitor the provider/contractor to ensure that all service units available are used each year.
   h. The AAAs/ADRCs shall closely monitor the assessment of clients to ensure that services are provided to those with the most need.
   i. If a client no longer requires service, the provider/contractor shall fill the service slot with the client on the waiting list with the greatest need for that service.
   j. A conflict of interest arises when a provider/contractor assesses a client's need for services, selects that client for service, and also provides the service to that client. The AAA/ADRC shall have protocols in place to separate these responsibilities in order to avoid this conflict of interest.

B. Reimbursements for Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs)

Lieutenant Governor's Office on Aging (LGOA) Reimbursement for Service Units Earned:

1. The AAAs/ADRCs shall include as part of their Area Plans, a breakdown of the components of the unit cost for each different unit of service and the methodology showing how the unit cost is determined. The cost justification shall include the assessment costs, activities costs, product costs, administrative costs, and any other relevant variable that contributes to the overall rate.
2. The AAAs/ADRCS shall require each provider/contractor to determine its unit cost using the manner described above and shall specify that unit cost in its procurement contract with the provider/contractor.
3. In its Area Plan, the AAA/ADRC shall provide the process it uses to verify the provider's/contractor's unit costs.
4. Each AAA's/ADRC's Monthly Units of Service Report (MUSR) and invoice for a particular service must specify the number of earned service units and the unit cost

(both the provider's/contractor's and AAA's/ADRC's costs), as well as the total reimbursement due, for each individual provider/contractor.

5. The LGOA shall not reimburse the AAAs/ADRCs for any service units not earned by the providers/contractors. Reimbursement payments will be withheld if the LGOA determines the service units have not been earned.
6. The LGOA shall hold the AAA/ADRC responsible for any funding not being earned by providers/contractors and for resolving any issues regarding units that have not been earned (the LGOA will not reimburse any funds for units not earned).
7. The AAA/ADRC shall require financial recoupment or other actions when an LGOA review or investigation by appropriate enforcement agency determines that service units that were reimbursed by the AAA/ADRC were not earned by the provider/contractor.
8. The AAA/ADRC Director and the PSA Director shall provide the LGOA with a written plan, to be submitted in their Area Plan, which addresses how the AAA/ADRC shall ensure that providers/contractors are earning their units in accordance with the OAA and LGOA policies.
9. A paid employee, volunteer, or anyone compensated by an AAA/ADRC or a provider/contractor CANNOT be counted as a service unit earned for any services funded through OAA programs or with any State or Federal funding provided by the LGOA. When monitoring aging services, the AAA/ADRC shall match service clients with a list of AAA/ADRC and provider/contractor employees to ensure funding and programmatic integrity. Any attempt to include employees, volunteers, or compensated individuals as aging clients earning units shall be denied by the LGOA and reported to the appropriate State or Federal investigative agencies.
10. Invoice for reimbursement of service units earned is based upon AIM data originated by the provider/contractor and approved by the AAA/ADRC. The LGOA requires all providers/contractors to input client service data into the AIM data collection system for the site that is providing the individual client with the service. Service units earned must be reported by the site providing the service. The AAAs/ADRCs and the LGOA shall accurately monitor and audit each site's activities and services to ensure data integrity.
11. The AAA/ADRC shall make unscheduled visits to group dining sites (and all services delivered to vulnerable populations) to determine if the sites are operating properly. The AAA/ADRC shall immediately contact the LGOA in writing if operational issues are found and a Corrective Action Plan (CAP) must be provided to the LGOA's Program Services Division within forty-five (45) days to correct the issues.

407: Client Data Tracking and Record Collection

The Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) and providers/contractors will input client service data into the appropriate Lieutenant Governor's Office on Aging (LGOA) approved client data tracking system, including On-line Support Assistant (OLSA), Advanced Information Manager (AIM), State Health Insurance Program (SHIP) Talk, and the Ombudsman Innovative Data System. The data will be inputted by the tenth (10th) of the month in an accurate manner appropriate to each system. No client data input system used by any AAA/ADRC or provider/contractor shall take the place of the above systems for reporting data to the LGOA. If the AAA/ADRC or provider/contractor uses a different data collection system other than an approved LGOA client data tracking system, that data must be transferred accurately into the LGOA system by the tenth (10th) of the month.

All AAAs/ADRCs and providers/contractors must register any employee who is to have access to LGOA client data reporting systems in order to obtain clearance, access, and passwords.

When an employee who has access to an LGOA client data reporting system retires, is terminated, or otherwise vacates his/her current position, the AAA/ADRC and/or the provider/contractor must notify the LGOA within three (3) working days so that accounts and passwords can be rescinded.

The LGOA requires all providers/contractors to input client service data into the AIM client data collection system for each site they serve and not collectively for the entire organization. By inputting the client service data by individual or separate sites, the AAAs/ADRCs and the LGOA can accurately monitor and audit each site's activities and services, thus ensuring data integrity for aging services. Billing for service unit reimbursement is based upon AIM data originated by the provider/contractor and approved by the AAA/ADRC.

The AAA/ADRC will utilize the OLSA system to record contacts. The AAA/ADRC will accurately input and monitor data and provide trainings for their appropriate staff. All client contact data will be captured and keyed into OLSA (preferably by an AIRS Certified Specialist) in an accurate manner.

The AAA/ADRC will utilize the SHIP Talk system to input insurance-related data after a contact is made with a client, successfully ensuring accuracy and timeliness.

The Planning Service Area (PSA), along with the AAA/ADRC, will utilize Geographic Information System (GIS) mapping in order to determine if Older Americans Act (OAA) targeted client populations are being served in their planning and service area.

The AAA/ADRC will utilize the Ombudsman Innovative Data System for capturing all data related to Ombudsman services.

Each AAA/ADRC shall compare their client data with the Census statistics for each county in their planning and service area in order to determine if the appropriate high-risk senior clients are being served. Emphasis shall be placed on serving and comparing clients with levels of poverty, income, minority, non-English, and rural as required by the OAA.

For all staff requirements regarding the input of client service data, please see Section 404 and any other relevant sections for 500-800.

408: Direct Provision of Services

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) may provide a direct service (supportive service, nutrition service, or in-home service) only when, in the judgment of the Lieutenant Governor's Office on Aging (LGOA) Director, it is necessary to ensure an adequate supply of such service and if the AAA/ADRC can provide the service more economically and with comparable quality. Any direct service requires written approval from the LGOA Director and must meet all requirements of the Older Americans Act (OAA) and the LGOA.

The AAA/ADRC may plan, coordinate, and provide supportive services funded under other programs if it does not use funds under the OAA Section 307(a)(8)(A) for those services, and if those services do not interfere with meeting all OAA responsibilities. (**OAA 307(a)(8)(A)**)

The 2006 amendments to the OAA provide that the AAA/ADRC shall facilitate the area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home- and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers. This shall be accomplished by:

- collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
- conducting analyses and making recommendations for modifying the local system of long-term care to better respond to the needs and preferences of older individuals and family caregivers;
- conducting analyses and making recommendations for modifying the local system of long-term care to better facilitate the provision, by service providers, of long-term care in home- and community-based settings;
- conducting analyses and making recommendations for modifying the local system of long-term care to better target services to older individuals at risk for institutional placement, permitting such individuals to remain in their own homes;
- implementing, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and
- providing for the availability and distribution of information relating to the need to plan in advance for long-term care and the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources through public education campaigns, AAAs/ADRCs themselves, and other appropriate means. (**OAA 306(7)(A through D)**)

In keeping with the overall theme of the 2006 amendments, the AAA/ADRC is to provide, to the extent feasible, for furnishing services under this Act consistent with the principle of self-directed care. (**OAA 306(16)**)

409: Scheduled and Unscheduled Closing of Aging Services Operations

The AAAs/ADRCs shall include the closing policies found in this Manual in their procurement contracts with each provider/contractor. This shall include scheduled holidays, anticipated closings, unscheduled closings, and emergency closings. These policies apply to any locations, operations, or services delivered to vulnerable, older populations in the aging network structure.

Scheduled Holidays and Anticipated Closings

Providers/Contractors shall submit holiday schedules to their AAA/ADRC for approval, and the providers/contractors shall adhere to their approved holiday schedule. The AAAs/ADRCs shall include their providers'/contractors' holiday schedules in their Area Plan. These scheduled closings shall be part of the contract established between the AAA/ADRC and providers/contractors. Any changes to the scheduled holiday closings must be noted in the Area Plan update.

Providers/Contractors shall submit anticipated closings to their AAA/ADRC for approval in a minimum of three (3) business days prior to the closing. The AAA/ADRC shall notify the LGOA of the anticipated closing upon being informed by the provider/contractor.

Holiday Closings for Nutrition Services (Group Dining/Home-Delivered Meals)

- Scheduled holiday closings shall not exceed twelve (12) days per year.
- Scheduled holiday closings shall not result in closing of group dining centers or suspension of home-delivered meal services for more than four (4) consecutive days, including weekend days.

Emergency and Unscheduled Closings

Alternate service delivery options shall be required to fulfill contractual agreements in the event of crisis, hazardous weather, emergencies, and unscheduled closings that result in the suspension of normal service operations.

Memorandums of Agreements (MOA) Between AAAs/ADRCs for Crisis, Hazardous Weather, Emergencies, and Unscheduled Closings

The AAA/ADRC shall have a Memorandum of Agreement (MOA) with neighboring AAAs/ADRCs for provision of mutual aid in times of crisis, hazardous weather, emergencies and/or unscheduled closings to ensure standard operations within the planning and service area are maintained and that normal operations are resumed as quickly as possible.

Written Contracts between AAAs/ADRCs and Providers/Contractors for Crisis, Hazardous Weather, Emergencies, and Unscheduled Closings

The AAAs/ADRCs are responsible for having appropriate operations and protocols in place to ensure that each service recipient affected is aware of all closings/suspensions due to crisis, hazardous weather, emergencies, and unscheduled closings. The providers/contractors shall be obligated to keep service recipients aware of the situation throughout the duration of the event when possible, and appropriate provisions shall be made to provide critical services to homebound and frail recipients until normal operations are resumed. The following shall be part of the written contracts between the AAA/ADRC and providers/contractors:

- The AAA/ADRC shall collaborate with providers/contractors to develop an emergency service delivery plan for group dining and home-delivered meals, transportation, and home care. This emergency service delivery plan must be included in the Area Plan submitted to the LGOA by the AAA/ADRC, as well as included in each contract signed between the AAA/ADRC and an aging service provider/contractor. The emergency plan shall also cover general agency operations during periods of crisis, hazardous weather, emergencies, and unscheduled closings.
- The AAA/ADRC shall require, by contract, any entity responsible for meal preparation and delivery operations to contact the AAA/ADRC whenever emergency situations or unscheduled closings interfere with services. The AAA/ADRC shall coordinate the actions to be taken to ensure service to vulnerable clients.
- Providers/Contractors shall contact the AAA/ADRC Director within an hour of any decision that is made regarding interruption of normal operations. The caller shall report to the AAA/ADRC what actions can be taken to serve homebound and frail clients during periods of crisis, hazardous weather, emergencies, and unscheduled closings.
- Once contacted by the provider/contractor, the AAA/ADRC shall contact the LGOA Policy Manager of the Division of Program Services within half an hour of any decision that is made regarding interruption of normal operations. This notification shall include the specifics of any closings/suspensions and the provisions of the provider's/contractor's emergency plan to be followed to protect vulnerable clients.
- When a crisis, hazardous weather, an emergency, or unscheduled closing requires a change to normal operations, the AAA/ADRC shall coordinate with its providers/contractors

regarding alternative procedures to be followed to ensure meal service delivery to vulnerable clients throughout the event when possible.

- The AAA/ADRC shall contact the LGOA Finance Division regarding possible reimbursements available for extended hours of operation resulting from a crisis, hazardous weather, an emergency, or unscheduled closing.
- During unscheduled closing periods, providers/contractors shall be reimbursed only for those units of service actually provided to participants.
- Providers/contractors who are capable may voluntarily open their facilities to provide shelter for older persons who lack adequate heat, air conditioning, or running water due to weather conditions or power outages during a crisis, hazardous weather, or an emergency.
- Following unscheduled closings or suspensions of normal service operations due to a crisis, hazardous weather, an emergency, or unscheduled closings, the Planning Service Area (PSA) Director, the AAA/ADRC Director, the provider/contractor, and any other entity involved shall meet to evaluate the effectiveness and timeliness of the procedures and actions used to respond to the situation. Any shortcomings noted in this evaluation shall result in corresponding improvements and revisions to the Area Plan and the AAA's/ADRC's emergency plan.

410: Competitive Procurement of Services

In response to a directive from the Administration on Aging (AoA) in State Fiscal Year 2004, the Lieutenant Governor's Office on Aging (LGOA) established a policy of open and competitive procurement of services by the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs).

A. Guiding Principles

The competitive process developed for purchasing aging services in South Carolina is based on these principles:

1. The process and methods must ensure compliance with Federal regulations and requirements.
2. The process provides a level playing field for competition among current provider organizations and other interested parties.
3. The process results in an improved statewide system of accountability.
4. The AAA/ADRC will only contract with a provider/contractor who serves the entire county. If it is determined that the provider/contractor is not serving the entire county as contracted, Older Americans Act (OAA) and State funding reimbursements to the AAA/ADRC will be deemed ***"Not Earned"*.**
5. The process promotes flexibility and responsiveness to changing needs, best price considerations, and increased demands for consumer choice.
6. The process promotes private pay and cost sharing measures when at all possible.

B. Regional Services Provided by the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC)

Each and every service directly related to functions of the OAA and the LGOA, including advocacy and service delivery functions, must be performed in a consistent manner throughout the planning and service area. The LGOA, guided by the OAA and AoA, has determined that these services are as follows:

- information, referral and assistance;
- caregiver support services;
- insurance counseling;

- outreach;
- advocacy;
- program development and coordination; and
- needs assessment.

C. Locally Delivered Services Procured by the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC)

By virtue of its statutory authority, the LGOA directs AAAs/ADRCs to competitively procure the following services:

- In-Home and Community Based Supportive Services;
- Group Dining Services*;
- Home-Delivered Nutrition Services; and
- Health Promotion and Disease Prevention Services.

*In accordance with the OAA, Section 331, group dining facilities must be open at least four (4) hours a day, five (5) days a week. The primary purpose of operating a group dining center is to provide a mid-day activity that includes a nutritious meal and nutrition education, as well as a variety of activities to promote socialization. While open, group dining facilities must offer programs and activities which include provision of health, social, nutritional, and educational services. The group dining shall provide opportunities for socialization to prevent social isolation. These opportunities shall include a variety of recreational, informational, social, cultural, artistic, and musical activities each month as directed by the OAA and LGOA.

D. Administration on Aging (AoA) Criteria for Sole Source Procurements

The AOA provided the following guidance related to sole source procurement:

"All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 45 CFR Part 92.36. Noncompetitive procurement may be used only when there is no other provider that can provide the services of the grant award or contract."

E. Matching Funds and Other Resources

All proposals submitted in response to the AAA/ADRC solicitation for purchase of services must provide detailed information related to the respondent's ability to meet matching requirements set by the AAA/ADRC. Since purchase of service contracts do not support the entire organization responding, the proposals submitted must address the other resources available to the respondent that will be used to support the service delivery, as well as any other activities of the organization. Many of these additional resources, when provided from non-Federal sources, may qualify as cash or in-kind match for the service delivery activities supported by the OAA.

F. Providers/Contractors Staff Assurances

The AAAs/ADRCs shall assure that the providers/contractors meet minimum staffing requirements and standards. All providers/contractors shall:

- abide by all Federal and State regulations regarding employment;
- provide background checks appropriate for the position;
- hire personnel with qualifications appropriate to their positions;

- obtain written certification from all personnel that they understand and will comply with the Federal, LGOA's, AAA's/ADRC's, and providers'/contractors' policies on confidentiality of information regarding service recipients;
- have sufficient professional staff present during all hours of program operation at each facility and designate one as the supervisor; and
- provide all paid staff and volunteers with written descriptions of their responsibilities, an orientation, and appropriate training for their specific tasks.

G. Providers'/Contractors' General Facility Requirements

The AAAs/ADRCs shall ensure that their providers/contractors only provide aging services in facilities that meet the following general facility requirements. Each facility must:

- be appropriate for the specific activities and services offered therein;
- comply with all Federal, State, and local health, fire, and safety requirements and codes.

H. Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Extension of Contracted Services

1. Each AAA/ADRC, when extending service contracts with providers/contractors, shall title each contract extension appropriately. The title must include the name of the AAA/ADRC and the provider/contractor. (For example: In-home Services Contract Extension between Central Midlands Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) and Senior Services of Pelion, Inc.).

2. When extending a procurement contract, the AAA/ADRC will officially state that all stipulations of the current contract must be included in the extension.

411: The Area Plan Process

This section sets forth the policies and procedures governing the development and submission of the Area Plan and annual plan updates submitted by the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC).

According to OAA Section 306(a), each AAA/ADRC shall prepare and develop its Area Plan for the multi-year period determined by the Lieutenant Governor's Office on Aging (LGOA), which is currently four (4) years. The Area Plan submitted by the AAA/ADRC to the LGOA for review and approval shall be in the uniform format developed by the LGOA.

A. General Provisions for Area Plans

An Area Plan is the document submitted by the AAA/ADRC to the LGOA to define how the AAA/ADRC will apply the Older Americans Act (OAA) and State grants for services in the comprehensive and coordinated service delivery system within the planning and service area. Through the Area Plan, the AAAs/ADRCs commit to administering funded activities in accordance with all OAA and LGOA requirements. The Area Plan describes the AAA/ADRC efforts for continual development and maintenance of a comprehensive and coordinated service delivery system for older adults, adults with disabilities, and caregivers. The format and instructions for the development and submission of the Area Plan and annual updates are provided by the LGOA. This process of submitting the Area Plan will include, but is not limited to, a written and verbal presentation by each of the Planning Service Area (PSA) Directors and AAA/ADRC Directors. The comprehensive and coordinated service delivery system described in the Area Plan shall facilitate older persons' access to and utilization of all existing services in the planning and service area,

including access to the OAA in-home and community-based services. Elements of the coordinated service system include:

- services that facilitate access such as transportation, outreach, and information, referral and assistance;
- services provided in the community, such as respite at an adult day care center, congregate meals, employment services, insurance counseling, and legal assistance, as well as recreational, wellness, educational, and cultural services delivered at multi-purpose senior centers;
- services provided in the home such as home delivered meals, minor home maintenance, homemaker services, housekeeping, in-home respite care, and telephone reassurance;
- ombudsman services to residents of care providing facilities; and
- caregiver support services provided by respite.

B. Content of the Area Plan

According to OAA requirements, the plan must:

- document the extent of need for supportive, nutrition, and wellness services, and the need for multi-purpose senior centers in the planning and service area;
- provide demographic information used in determining the scope of services funded;
- identify the efforts of voluntary organizations in meeting needs;
- justify the level of funding budgeted for access to services, in-home services, and legal assistance in the planning and service area;
- identify designated focal points in the planning and service area;
- set specific objectives for providing services to older persons with the greatest economic need, those with greatest social need, low-income and low-income minority older persons, older persons residing in rural areas, older individuals with limited English proficiency, and older individuals at risk for institutional placement (**OAA 306(a)(4)(A)(i)(I)(aa)and(bb)**);
- provide information on the extent to which the AAA/ADRC met the objectives that were set in the prior fiscal year;
- describe appropriate methods providers/contractors can use in executing the above preferences in the planning and service area;
- identify the populations targeted for outreach in the planning and service area;
- outline the planning, advocacy, and systems development of the AAA/ADRC;
- assure that the AAA/ADRC will coordinate planning, identification, assessment of needs, and provision of services for older persons with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement with agencies that develop or provide services for individuals with disabilities;
- outline advocacy issues for older persons in the planning and service area and the manner in which the AAA/ADRC plans to address these issues;
- describe activities that facilitate the coordination of community-based, long-term care services designed to enable older persons to remain in their homes;
- describe the Long Term Care Ombudsman Program as operated within in the planning and service area;
- provide grievance procedures for older persons who are dissatisfied with or denied services;

- coordinate OAA Title III services with those funded under OAA Title VI (the OAA Native American programs) when applicable;
- identify the policies that assure the AAA/ADRC maintains the integrity and public purpose of services and service providers in all contractual and commercial relationships;
- describe goals for further development of regional information and referral services;
- discuss the development of the caregiver support program, with particular attention to the portion of the program that addresses the needs of older individuals caring for relatives who are children;
- provide information on the I-CARE and Medicare Fraud Prevention services in the planning and service area;
- justify direct provision by the AAA/ADRC of any supportive, nutrition, in-home, or wellness services;
- develop a regional training plan;
- provide data on the impact of contributions and cost sharing revenues to expand services;
- describe the process for gathering the views of program beneficiaries regarding matters of general policy development and administration of the Area Plan;
- assure that the AAA/ADRC contracts with providers/contractors of supportive, nutrition, wellness services, or multi-purpose senior centers for the provision of such services; and
- assure that the AAA/ADRC contracts for legal assistance services only with providers who meet the requirements of the OAA.

An AAA/ADRC shall include in the Area Plan an assessment of how prepared the AAA/ADRC and the service delivery network in the planning and service area are for any anticipated change in the number of older individuals during the ten (10) year period following the fiscal year for which the plan is submitted. Such assessment may include:

- the projected change in the number of older individuals in the planning and service area;
- an analysis of how such change may affect the populations targeted in the Act;
- an analysis of how programs, policies, and services provided by the AAA/ADRC can be improved, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the planning and service area;
- an analysis of Grant Related Income (GRI) that may be used by the AAA/ADRC to fund enhanced and improved aging services; and
- an analysis of how the change in the number of individuals age 85 and older in the planning and service area is expected to affect the need for supportive services.

C. Public Hearings

The AAA/ADRC shall submit area plans and amendments to its Regional Aging Advisory Council (RAAC) for review and comment at least one (1) week prior to holding a public hearing in the region. A complete copy of the Area Plan shall be available to the public on its agency web site two (2) weeks before the hearing for review and after the public hearing(s). The copy shall contain the methodology used to distribute service funds throughout the region.

Public hearings shall be advertised at least two (2) weeks in advance of the hearing date in major newspapers in the region. News releases on public hearings may be sent to weekly and bi-weekly newspapers. Special notices shall be sent to providers/contractors and potential providers/contractors of the AAA/ADRC, organizations of older persons, and other public and private agencies in the planning and service area. Notices of public hearing(s) shall be published in a language other than English, when deemed appropriate by the AAA/ADRC. All notices of the public hearing must specify where interested parties may obtain copies of the Area Plan and copies of the plan should be placed on the AAA/ADRC website two (2) weeks before each hearing is held.

To ensure maximum attendance by interested parties, including older persons and persons with disabilities, public hearings shall be held in barrier-free facilities and shall be scheduled at convenient times and locations. All persons in attendance must sign a register and shall be provided a comment sheet. Procedures for review and analysis of comments received shall be explained verbally and printed on the comment sheet. All records of public hearings shall be on file at the AAA/ADRC as a part of the Official Area Plan File. Comments collected at the public hearings become part of the Area Plan.

D. Area Plan Submission, Review, and Approval

A signed original Area Plan, and such copies as may be required, must be submitted to the LGOA in accordance with the schedule, procedures, and format provided by the LGOA when area plan instructions are provided to the AAAs/ADRCs.

Each Area Plan is reviewed by a committee of the LGOA which will include senior staff and program managers. Staff use the written instructions provided to the AAA/ADRC as basis for the review. Based upon the LGOA staff committee's decision, the Policy and Planning Manager in the Program Services Division will either notify the AAA/ADRC in writing of any corrective actions necessary, or will provide written documentation that the LGOA has approved the plan as submitted.

Prior to approval of the Area Plan, the PSA Director and AAA/ADRC Director will provide the LGOA Executive Staff with an Area Plan oral presentation to be held at the LGOA.

The LGOA will approve an Area Plan or amendment when the plan meets all of the requirements in this Manual, or as otherwise prescribed by the LGOA. The LGOA provides the AAA/ADRC with a formal notice of approval of the Area Plan and the amount of approved funding, using the standard Notice of Grant Award (NGA) between the LGOA and the AAA/ADRC. The LGOA requires a NGA signed by all parties as official notification of acceptance of the award.

The LGOA may approve an area plan or amendment with conditions when necessary. The conditions of approval will be in writing. All conditions placed on an approved area plan

will be consistent with the authority delegated to the LGOA by the OAA and the State of South Carolina. When an area plan is approved with conditions, the subgrantee must meet these conditions within the specified time frame provided by the LGOA. No grant agreement shall be finalized between the LGOA and the AAA/ADRC until all conditions are satisfied. (**OAA 306(a)(1) to (15)**)

E. Annual Area Plan Update

The Area Plan will be updated annually during the duration of the four (4) year plan. The date that the update is due and the format will be included in the Area Plan guidelines provided by the Lieutenant Governor's Office on Aging.

F. Circumstances Which Require Amendments to the Area Plan

An AAA/ADRC shall amend the plan if:

- a new or amended State or Federal statute or regulation requires a new provision, or conflicts with any existing plan provision;
- a Program Instruction (PI) from the LGOA;
- the AAA/ADRC proposes to change the designation of the single organizational unit or component unit;
- the AAA/ADRC proposes to add, substantially modify, or delete any objective(s);
- the AAA/ADRC or its provider/contractors are unable to meet targeted populations and goals;
- the LGOA requires further annual amendments; or
- the AAA/ADRC proposes to change or add providers/contractors funded under an Area Plan.

Any Area Plan or amendment not in substantial conformity with the OAA, Federal regulations, and the LGOA policy shall be disapproved. When the LGOA disapproves an Area Plan, the AAA/ADRC shall be notified in writing and informed of the opportunity for a hearing. If, after providing the AAA/ADRC proper opportunity for a hearing, the LGOA still finds the Area Plan unacceptable, it shall disapprove the plan and may:

- withhold further payments to the AAA/ADRC;
- terminate funds, with written notification by the LGOA to the Administration on Aging (AoA);
- provide a plan for the continuity of services in the affected planning and service area;
- designate a new AAA/ADRC in a timely manner;
- perform the responsibilities of the AAA/ADRC, if necessary; or
- assign AAA/ADRC responsibilities to another agency in the planning and service area.

The LGOA will use the following procedures in issuing Notice of Grant Awards (NGA):

1. The LGOA program manager shall submit budget information to the fiscal coordinator for verification that funds are available.
2. The program manager shall prepare the NGA.
3. All awards shall be reviewed by the Program Manager and Accounting/Fiscal Manager and signed by the LGOA Director.
4. The program manager shall prepare a transmittal letter for the NGA.
5. Upon the return of the signed NGA, the original shall be maintained by the fiscal analyst, and a copy shall be placed in the LGOA central program files.

The LGOA will not require prior approval of AAA/ADRC contracts with a nonprofit public or private organization; however, a copy of all executed contracts must be forwarded to the LGOA's Program Services Division within thirty (30) days after execution.

Failure to report appropriate contracts to the LGOA shall be deemed as funding not earned for reimbursement, and a meeting shall be required along with a Corrective Action Plan (CAP) to assure that appropriate contracts are being submitted by the Planning Service Area (PSA).

412: "High-Risk" Subgrantees

The Code of Federal Register (CFR) provides for a special case of approval by the State Unit on Aging (SUA), known as the Lieutenant Governor's Office on Aging (LGOA) in South Carolina, with conditions for "high-risk" subgrantees found in CFR 45 Part 92.12. For this section of the Manual, the Area Agencies on Aging (AAA)/Aging and Disabilities Resource Center (ADRCs) are subgrantees of the LGOA. An AAA/ADRC is considered "high-risk" if the LGOA determines that it:

- has a history of unsatisfactory performance;
- is not financially stable;
- has a management system that does not meet the standards in 45 CFR Part 92 or 45 CFR Part 74, as applicable;
- has not conformed to terms and conditions of previous awards;
- is otherwise irresponsible and irresponsive to fulfilling LGOA data collection policies and procedures;
- is incapable of fulfilling LGOA guidelines set forth to be incorporated into the AAA/ADRC contract bid process for one (1) year; or
- has engaged in unethical, immoral, or illegal behavior or activities.

If the LGOA makes an award to a "high-risk" AAA/ADRC, special conditions and/or restrictions corresponding to the issues which necessitated the "high-risk" designation shall be included in the award. Special conditions or restrictions may include:

- withholding authority to proceed to the next phase;
- requiring additional, more detailed financial reports;
- increasing monitoring by, and client data reporting to, the LGOA;
- requiring the AAA/ADRC to obtain technical or management assistance to meet the goals and functions of the Older Americans Act (OAA) funded services;
- establishing additional prior approvals;
- holding the AAA/ADRC responsible for any funding not being earned by providers/contractors and for resolving any issues regarding units that have not been earned (the LGOA will not reimburse any funds for units not earned); and
- requiring financial recoupment or other actions when an LGOA review, or investigation by appropriate enforcement agency, determines that service units that were reimbursed by the AAA/ADRC were not earned by the provider/contractor.

If the LGOA decides to impose such conditions, it shall notify the "high-risk" AAA/ADRC in writing. The notification shall include:

- the nature of the special conditions/restrictions imposed upon the AAA/ADRC;
- the issues which necessitated the "high-risk" designation;

- the corrective actions that must be taken by the AAA/ADRC before conditions are removed;
- the time allowed for completing the corrective actions;
- the consequences for failing to take corrective actions; and
- a method of requesting reconsideration of the conditions or restrictions imposed.

High-Risk Provider/Contractor

For this section of the Manual, the providers/contractors are the subgrantees of the AAAs/ADRCs. A provider/contractor shall be considered "high-risk" if the AAA/ADRC determines that it:

- has a history of unsatisfactory performance;
- is not financially stable;
- has a management system that does not meet the standards in 45 CFR Part 92 or 45 CFR Part 74, as applicable;
- has not conformed to terms and conditions of previous awards;
- is otherwise irresponsible and irresponsive to fulfilling LGOA and AAA/ADRC data collection policies and procedures;
- has misrepresented material facts regarding funding reimbursements or service units earned; or
- has engaged in unethical, immoral, or illegal behavior or activities.

If the AAA/ADRC decides to impose such conditions, it shall notify the "high-risk" provider/contractor in writing. The notification shall include:

- the nature of the special conditions/restrictions imposed upon the provider/contractor;
- the issues which necessitated the "high-risk" designation;
- the corrective actions that must be taken by the provider/contractor before conditions are removed;
- the time allowed for completing the corrective actions;
- the consequences for failing to take corrective actions; and
- a method of requesting reconsideration of the conditions or restrictions imposed.

The LGOA also has the authority to designate a provider/contractor as "high-risk".

Previously designated "high-risk" providers/contractors may not bid on or receive contracts unless the issues which necessitated the high-risk designation have been resolved to the satisfaction of the LGOA.

CHAPTER 500: AGING SERVICES

501: Purpose of Aging Services Under the Older Americans Act (OAA) and the Lieutenant Governor's Office on Aging (LGOA)

This chapter sets forth specific policies and procedures governing Older Americans Act (OAA) services funded by the Lieutenant Governor's Office on Aging (LGOA) in South Carolina, through ten (10) Planning Service Areas (PSAs) and their Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs).

Each PSA signs a Notice of Grant Award (NGA) Terms and Conditions Statement annually for the LGOA. These documents contain assurances made by the PSA Director and the PSA Board that they shall administer and provide oversight of all OAA funding and programs carried out in their respective planning and service area regions through their AAAs/ADRCs. This NGA must be signed before the PSA and their AAAs/ADRCs can receive aging funding.

By agreeing to the terms and conditions, the PSA Directors shall assure that their AAA/ADRC Directors are responsible for management, effective operations, and service delivery in the planning and service area. In addition, the PSA Boards shall be responsible for the on-going oversight of the AAAs/ADRCs.

The PSAs and AAAs/ADRCs are expected to maintain professional office policies and procedures which reflect effective (best) business practices in order to ensure the quality delivery of programs and services to South Carolina's aging population and to adults with disabilities.

In order to successfully administer aging services and programs, the PSA and AAA/ADRC shall have knowledge of the current demographics of the community served, including ethno-cultural and social issues which may have an impact on a particular population's willingness and ability to access the information and/or services they need and incorporate this information.

Aging services found in this section include: Supportive Services (Information and Referral/Assistance to the elderly and adults with disabilities, Transportation, Homecare, Social Adult Day Care, and Respite), Nutrition, Disease Prevention and Health Promotion, Family Caregiver Support Program, and Multi-purpose Senior Centers.

502: Title III – B: Supportive Services

A provision of the Older Americans Act (OAA) requires the Lieutenant Governor's Office on Aging (LGOA) to set a minimum level of expenditure of OAA Title III-B funding on access services that include transportation, outreach, and information and referral.

A. Information and Referral/Assistance Services

The Information and Referral/Assistance (I&R/A) program is established to help inquirers identify, understand, and effectively access services for older persons and adults with disabilities. I&R/A services provide a system to link people in need of assistance to appropriate aging and disability resources provided regionally throughout the State of South Carolina. The Older Americans Act (OAA) and the Lieutenant Governor's Office on Aging (LGOA) require there to be a full time, or equivalent, trained I&R/A Specialist at each Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC).

I&R/A services help individuals, families and communities identify, understand, and effectively use the programs that are part of the human service delivery system. At the community level, I&R/A services facilitate long-range planning by tracking requests for,

identifying gaps in, and duplications of services. I&R/A Specialists work with multiple organizations in order to provide the most accurate and current informational resources for their constituents.

Professional I&R/A Specialists help people understand their problems and make informed decisions about possible solutions. They advocate on behalf of those who need special support and strengthen the individual's capacity for self-reliance and self-determination through education, affirmation, collaborative planning, and problem solving. I&R/A Specialists provide a valuable link to bring people and services together. I&R/A Specialists guide individuals and families, health and human service agencies, policy makers, and anyone seeking information related to aging or disability services through the process of making informed choices.

The I&R/A Specialist is a trained professional with the abilities to understand a wide variety of community, social, health, and government services; to perceive a constituent's needs; and to refer them to the appropriate available resources. The Specialist shall possess an understanding of the OAA, LGOA Policies and Procedures, AAA/ADRC Policies and Procedures, and all Home and Community Based Services (HCBS) offered through the aging network in order to direct the constituent to the appropriate services available within their region and statewide.

The South Carolina Aging Network actively participates in the implementation of supportive services throughout South Carolina. As the administrator and steward of the OAA and its funds in South Carolina, the LGOA shall carry out a wide range of aging and disability functions. Using OAA and State funds, the Planning Service Area (PSA) and AAA/ADRC shall administer appropriate levels of services in their planning and service areas. The PSA Director shall provide direction to the AAAs/ADRCs for I&R/A operations in accordance with OAA and LGOA regulations and guidelines.

1. Planning Service Area (PSA) & Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Information and Referral/Assistance (I&R/A) Responsibilities:

a. Stewardship of Funds

The AAAs/ADRCs must be good stewards of OAA and LGOA funding and be accountable for programmatic budgeting, monitoring, and operation. The AAA/ADRC shall assure in writing, through its Area Plan, that I&R/A funding is not being used to fund other programs outside of the I&R/A program area. Should the LGOA determine the AAA/ADRC is in violation of using I&R/A funds for other activities, then funding for I&R/A services may be withheld in the future.

b. Assurances

- The AAA/ADRC shall have written policies in place to ensure that the I&R/A Specialist is fulfilling the expectations of the policies and procedures of the LGOA, AoA, and the requirements of the AAA/ADRC position description. These written policies should include measureable performance goals, mission, expectations, and customer service protocols.
- The PSA and AAA/ADRC shall incorporate Administration on Aging (AoA) and LGOA assurances for I&R/A operations which sets forth

personal goals, contact goals for each day and month, and the targeted populations that shall be reached.

c. Measures and Goals

- The AAA/ADRC shall provide measures through the Area Plan to determine the success of the I&R/A program and ensure reasonably convenient access to this service. These measures shall identify obtainable strategic goals to assure seniors' and adults with disabilities' needs are successfully being served.
- If the established goals of the I&R/A program are not met, the AAA/ADRC shall have a sixty (60) day Corrective Action Plan (CAP) in place to fix any problems. The AAA/ADRC shall provide the LGOA I&R/A Manager with a copy of the CAP and shall document and provide updates throughout this process.

d. Marketing of I&R/A

- As stated in the Multigrant NGA, the PSA and AAA/ADRC Directors must promote, market, and aggressively advertise their locations, programs, services, and staff that can assist and refer seniors to the appropriate aging services in their communities. AAAs/ADRCs can successfully promote their I&R/A services, aging programs, and their toll-free telephone number in all counties located within the planning and service area by using tools such as radio, television, newspapers, magazines, websites, online calendars, community outreach, partnering, paid media, earned media, speaking engagements, and other appropriate means. Special efforts shall be made to reach all populations, including those of the greatest social needs (physical and mental disabilities; language barriers; and/or cultural, social, or geographical isolation), in accordance with OAA Section 102 (24)(A-C).
- The AAA/ADRC shall provide the LGOA with a marketing strategy, outlined in its Area Plan. The AAA/ADRC shall report to the LGOA detailed marketing efforts to promote their services and programs in the region through their annual Area Plan update.
- The AAA's/ADRC's Area Plan must include steps for partnering with nonprofit and profit groups, faith-based organizations, and other community groups, in order to provide the most useful information and services to clients through their I&R/A Program.

e. Hiring I&R/A Specialists

- The AAAs/ADRCs are encouraged to hire regional I&R/A Specialists that have, at a minimum, a Bachelor's degree from an accredited college or university and/or three (3) years of experience in the field of public health or social services. I&R/A Specialists candidates without a Bachelor's degree should possess some background and/or practical experience in the areas of aging and/or disabilities.
- AAA/ADRC Directors shall hire regional I&R/A specialists who have the position qualifications as determined by the LGOA. The LGOA I&R/A Coordinator will be notified of all regional I&R/A hires and staff changes.

- The AAA/ADRC Directors shall ensure that all newly hired I&R/A Specialists meet with the LGOA I&R/A Program Manager for orientation within thirty (30) days of being hired.
- If the AAA/ADRC seeks to hire a specialist that does not have the required qualifications, an I&R/A Employment Waiver must be requested by the AAA/ADRC from the LGOA. I&R/A Employment Waiver forms can be obtained from the LGOA I&R/A Manager in the Program Services Division.
- When there has been a change in the I&R/A Specialist's employment status, the AAA/ADRC shall immediately notify the LGOA I&R/A Manager in writing, within three (3) working days.

f. I&R/A Specialist Office and Equipment

- The AAA/ADRC shall provide an office for the regional I&R/A Specialists to ensure privacy for phone calls, to protect clients' confidentiality, and to interview clients.
- The AAA/ADRC shall provide appropriate and necessary equipment, software, and supplies required to provide quality I&R/A services in their region.

g. Interpretation Service

The AAA/ADRC must arrange for interpretation services so that a non-English speaking caller has prompt and timely access to I&R/A services in his/her own language. The AAA/ADRC shall have a Memorandum of Agreement (MOA) with an interpretation service provided by a local college/university or other professional organization in order to facilitate and expedite the I&R/A process. The Area Plan shall include a comprehensive action plan detailing the accommodations to be made for non-English speaking constituents as required by the OAA and the LGOA. This action plan must include protocols for accurate and timely client intake and data input into OLSA (following procedures set in this Manual, Section 403 (C-2)). These services shall be provided within thirty (30) minutes of contacting an I&R/A Specialist.

h. Supervising I&R/A Specialists

- The AAA/ADRC staff responsible for supervising regional I&R/A Specialists shall be knowledgeable of community services and resources in the planning and service area and the goals, principles, and philosophy of information, referral, and assistance. The supervisor shall have an understanding of I&R/A operations, resources, policies, and protocols to perform job responsibilities in the Specialist's absence.
- The AAA/ADRC staff responsible for supervising the I&R/A Specialist shall be available in the AAA/ADRC office, or by some other appropriate method, during working hours of the agency to assist the regional I&R/A Specialists and/or their backups, if necessary. When I&R/A Specialists are not available, the AAA/ADRC shall put appropriate protocols in place to ensure the availability of necessary backup staff. These protocols should be included in the Area Plan.

i. I&R/A Training

- The AAA/ADRC shall guarantee that I&R/A Specialists receive training in aging and disability programs, earn AIRS (Alliance for Information and Referral Systems) certification within fifteen (15) months of their hire date, and provide a copy of the current AIRS certificate to the LGOA I&R/A Manager.
- All new aging network I&R/A Specialists shall participate in the ABC's of Information and Referral classroom and on-line training provided by the LGOA. They should also receive ten (10) hours of continuing I&R/A education every two (2) years to maintain AIRS certification.
- The AAA/ADRC shall ensure that all backups for I&R/A Specialists receive training in aging and disability programs and complete at least four (4) hours of additional I&R/A training annually. AIRS certification is preferred.
- The PSA Directors and AAA/ADRC Directors are responsible for cross-training all agency staff to be able to provide I&R/A Specialist services.
- I&R/A Specialists shall be trained by the AAA/ADRC to use On-line Support Assistant (OLSA).
- The AAA/ADRC shall complete and keep OLSA User Forms updated and shall send them to the SC Access Manager via e-mail or fax when required by LGOA, OLSA, and SC Access policies and procedures.

j. Capturing, Monitoring, and Reporting I&R/A Data

- The AAAs/ADRCs shall require I&R/A Specialists to input client service data into the appropriate LGOA approved client data tracking system, following the policies and procedures of On-line Support Assistant (OLSA). This system should be utilized to capture client data, limit repeat questions of return callers, and to develop reports. The data shall be inputted in a timely and accurate manner as required by the LGOA. OLSA data shall be inputted (by an AIRS Certified Specialists) by the tenth (10th) day of the following month. Data cannot be inputted or changed after the deadline.
- The AAA/ADRC will monitor I&R/A data and calls to ensure that the Specialists are accurately inputting data and are provided the necessary training needed to perform constituent services and professional customer service.
- The AAA/ADRC Directors shall meet monthly with their I/R&A staff to evaluate contact information in order to ensure that client follow-ups are being made according to the policies and procedures and that the established I&R/A goals are being met. A record of these follow-ups shall be kept by the AAA/ADRC in the event the LGOA requests to review it.
- The AAA/ADRC Director shall review I&R/A data collection and reports for the planning and service area monthly. The I&R/A Specialist shall keep the AAA/ADRC Director abreast of call volume and the percentage of call topics. The AAA/ADRC should compare this data to the Area Plan and Geographical Information System (GIS) mapping data. Using this data, the AAA/ADRC shall determine how to best administer, amend, and improve the I&R/A program to assure regional success.

- The PSA and AAA/ADRC Directors shall monitor the I&R/A program and provide quarterly reporting to the LGOA Policy Manager, comparing I&R/A data to GIS mapping for the planning and service area, census demographics, and other comparable data. (Efforts should be made to use this reporting to increase the measurable goals of the I&R/A program.)

k. Other

- The AAA/ADRC shall establish policies and procedures regarding crisis calls within their I&R/A program. This process shall be summarized in the Area Plan.
- The AAA/ADRC shall establish local Emergency Management Division (EMD) policies and procedures that I&R/A Specialists may utilize during a disaster/emergency event.

2. I&R/A Specialists' Requirements:

a. General Knowledge and Skills

- I&R/A Specialists shall have constituent service skills, excellent people skills, and knowledge, experience, and ability as outlined in the LGOA position description found in section 501 A-5 of this Manual.
- I&R/A Specialists shall be highly knowledgeable about health and human service resources that are affordable, accessible, geographically convenient, and that meet the inquirers' expressed needs when requesting information or assistance.
- I&R/A Specialists shall be attentive to each client's/inquirer's feelings and circumstances in order to understand his/her situation, determine his/her special needs, and identify any barriers to resolution.

b. Core Functions

- I&R/A Specialists shall provide problem-solving assistance and advocacy, as needed, using practices established by the AoA, LGOA, I&R/A policies, and AIRS.
- I&R/A Specialists shall develop and maintain current information regarding programs, opportunities, and services available to older persons, persons with disabilities, and their families/caregivers within their geographical regions and statewide.
- I&R/A Specialists shall fulfill the obligations and protocols of the OAA to receive funding and operate according to the AAA's/ADRC's operational policies and procedures.
- I&R/A Specialists shall abide by procedures established under Federal and State law and all policies set by the LGOA which protect the privacy of individuals utilizing I&R/A services.
- I&R/A Specialists shall provide the inquirer with at least three (3) appropriate referral choices (per contact) when possible.
- I&R/A Specialists shall encourage inquirers to notify I&R/A Specialists if the information provided proves incorrect, inappropriate, or insufficient to link them with needed services.

- I&R/A Specialists shall promote the local and toll-free telephone number, which is available throughout the entire region, and is accessible to any client seeking I&R/A or constituent services.
- I&R/A Specialists shall accurately input client data into OLSA in a timely manner and document every call and contact, including information only calls, by recording the type of information requested and the action taken.
- I&R/A Specialists shall maintain a professional working relationship with the LGOA staff, specifically the SC Access staff and the I&R/A Manager, to ensure that there is ongoing communication between the I&R/A Specialist and the LGOA.
- I&R/A Specialists shall notify SC Access staff of any changes pertaining to providers/contractors or other resources within their planning and service area.
- I&R/A Specialists shall make follow-up contacts monthly with a random selection of ten (10) out of every three hundred (300) inquirers to determine if the referrals provided adequately met their needs. They should also make follow-up contacts with those service providers/contractors to determine if the needed and requested services were offered.

c. Community and Network Involvement

- I&R/A Specialists shall participate in community health fairs, seminars, webinars, etc. that promote and identify appropriate providers/contractors, services, and service delivery system improvements.
- I&R/A Specialists shall work closely with others in the aging network (SC Access staff, Family Caregiver Advocates, SHIP Counselors, Ombudsmen, etc.) to ensure that service and resource information is shared within the AAA/ADRC and appropriate LGOA staff. This will provide the best possible resources for community service information.
- I&R/A Specialists shall provide information that has been requested by inquirers within a planning and service area to their appropriate community and funding organizations, in order to help identify any gaps in the services they currently provide.

d. Other

- I&R/A Specialists shall use established policies and procedures when responding to crisis calls and make follow-up contacts when appropriate.
- I&R/A Specialists shall have knowledge of contact persons in the local or county Emergency Management Divisions (EMDs), and basic EMD operations, and attend local meetings held by county EMDs when appropriate.
- I&R/A Specialists shall have current and extensive knowledge of emergency preparedness procedures for their agency and State expectations of what local EMDs shall do in the event of an emergency.
- I&R/A Specialists shall provide the most timely and accurate disaster/emergency information from the State EMD and local emergency authorities according to State EMD policies and procedures before, during, and after a disaster/emergency.

- I&R/A Specialists shall provide critical EMD information pertaining to evacuation order declarations, emergency evacuation plans/routes, road closings, emergency shelter locations, emergency/temporary food sites, and any other crucial information that shall assist citizens during a disaster/emergency.

B. Transportation Services

Transportation service is a priority under the Older Americans Act (OAA). **(OAA 306)**

Transportation services under the OAA are intended to facilitate access to services essential to an older adult's ability to remain active and independent in the community by:

- participating in social service programs;
- accessing community businesses and health resources;
- reducing social isolation;
- maintaining health and independence; and
- preventing premature institutionalization.

These transportation services shall be coordinated with those provided by government, public, and private entities to ensure the sufficient provision of transportation services for older individuals.

The AAA/ADRC may enter into transportation agreements with agencies that administer programs under the Rehabilitation Act of 1973 and Titles XIX and XX of the Social Security Act to meet the common need for transportation of service participants under the separate programs. OAA Title III-B funds may be used to purchase transportation services for older individuals and may be pooled with funds made available for the provision of transportation services under the Rehabilitation Act of 1973 and Titles XIX and XX of the Social Security Act. **(OAA 306 (d)(1-2))**

Agreements entered into under this provision of the OAA are exempt from the requirement that the AAAs/ADRCs may not delegate to another agency the authority to award or administer funders under the OAA.

The South Carolina Aging Network actively participates in the implementation of supportive services throughout South Carolina. As the administrator and steward of the OAA and its funds in South Carolina, the LGOA shall carry out a wide range of aging and disability functions. Using OAA and State funds, the PSA and AAA/ADRC shall administer appropriate levels of services in their planning and service areas. The PSA Director shall provide direction to the AAAs/ADRCs for transportation operations in accordance with OAA and LGOA regulations and guidelines.

This section deals directly with transportation service client eligibility and reimbursement, as well as the procedures that the providers/contractors utilize to sublease State Fleet Management vehicles through the LGOA.

REIMBURSABLE TRANSPORTATION SERVICE ELIGIBILITY:

The AAAs/ADRCs shall ensure that their providers/contractors offer reimbursable transportation services to eligible participants sixty (60) years of age or above who are unable to drive, do not

have access to a vehicle, or have no access to affordable public transportation and must be transported to destinations and services necessary for independent living and quality of life.

TRANSPORTATION SERVICE ACTIVITIES:
The AAA/ADRC shall assure that the transportation needs of its planning and service area are being met through one or more of the following service methods, as appropriate, to meet the individual needs of persons covered by the OAA:

- Fixed route;
- Demand response;
- Passenger assistance services;
- Door-to-Door;
- Point-to-Point (Origin to Origin);
- Curb-to-curb;
- Door through door; and
- Assisted transportation.

TRANSPORTATION CONTRACT STANDARDS:
The AAAs/ADRCs shall ensure that providers/contractors operate their service programs in accordance with all standards for the transportation services, as well as all requirements of the OAA and LGOA.

A Transportation Service Unit is Point to Point.

TRANSPORTATION UNITS OF SERVICE:
Each mile of transportation provided between Point A and Point B (Point to Point) for an individual participant.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

1. **Planning Service Area (PSA) & Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) transportation responsibility:**
   a. All AAAs/ADRCs must ensure that transportation services for eligible participants are available in their planning and service area in accordance with the OAA and the LGOA.
   b. The AAAs/ADRCs shall assess the transportation needs of the planning and service areas via their assessments to ensure that the transportation service activities are coordinated according to their transportation needs. Regional transportation assessments and coordination of services should be reflected in the Area Plan.
   c. All AAAs/ADRCs must ensure that transportation providers/contractors accurately input required client data into the Advanced Information Manager (AIM) system, or any other required LGOA client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures, and specifications of the indicated aging program. AIM data must be submitted to the LGOA by the tenth (10th) day of the month. The LGOA shall not reimburse for any transportation service units deemed not earned.

d. If amendments are made to a transportation procurement contract entered into by the AAA/ADRC and a provider/contractor which make any changes in the services provided, the AAA/ADRC must notify the LGOA in writing within three (3) working days and provide assurances which ensure that all services units are being earned by the provider/contractor.

e. The AAA/ADRC shall assure the providers/contractors maintain all information that documents compliance with Federal and State transportation standards.

f. For monitoring purposes by the LGOA and/or AAA/ADRC, the providers/contractors shall keep the following records:
   - initial participant registration form for contracted services for monitoring;
   - daily rider logs for each vehicle, miles ridden by each passenger (trip starting point and drop-off point), and names of companion riders;
   - incident reports for any unexpected event and/or registered complaints with follow-up; and
   - daily contributions from riders and fares paid by private pay passengers.

g. Protect collected contributions and fares made daily by the riders and track the contribution to deposit into the provider's/contractor's bank account.

h. The AAA/ADRC shall assure that any vehicle used in the delivery of services shall be adequately insured, fully equipped for safety, and mechanically sound.

i. The AAA/ADRC shall assure that any volunteer using a personal vehicle to transport clients shall provide evidence of personal vehicle insurance coverage as required by State law.

j. The AAA/ADRC shall assure that the provider/contractor maintains an appropriate number of vehicles accessible to persons with disabilities.

k. The AAA/ADRC shall ensure that each service provider/contractor plans vehicle routes and pick up schedules appropriate to the population being served.

l. The AAA/ADRC shall ensure that each service provider/contractor has clearly defined written policies to handle any concerns or complaints regarding the service, vehicles, drivers, or other passengers.

m. The AAA/ADRC shall ensure that each service provider/contractor provides to each driver the clearly defined policies related to "driver at-fault" accidents, no-fault accidents, accidents involving personal injury, and acceptable number of complaints filed against individual drivers per year.

n. The AAA/ADRC shall ensure that the providers/contractors train their staffs in proper techniques to handle the special needs of mobility impaired passengers.

o. The AAA/ADRC shall ensure that each service provider/contractor offers a non-coercive method that allows service recipients to make voluntary contributions for the services they receive each day and use such contributions to increase the number of services provided.

2. Reimbursement for transportation service units earned:

a. The LGOA shall reimburse the AAAs/ADRCs only for each mile of transportation provided between pick-up Point A and drop-off Point B (Point to Point) for an individual participant.

b. The LGOA shall not reimburse the AAAs/ADRCs for any transportation service units not earned by the providers/contractors.

c. The AAA/ADRC Director and the PSA Director shall provide the LGOA with a written plan, to be submitted in their Area Plan, which addresses how the AAA/ADRC shall ensure that providers/contractors are earning their units in accordance with the OAA and LGOA policies.

d. Anyone compensated by a AAA/ADRC or provider/contractor to provide services cannot be counted as a service unit earned for transportation services funded through OAA programs or with any State or Federal funding provided by the LGOA while providing that compensated service. When monitoring aging services, the AAA/ADRC shall match service clients with a list of AAA/ADRC and provider/contractor employees to ensure funding and programmatic integrity. Any attempt to include compensated individuals as aging clients earning units shall be denied by the LGOA and reported to the appropriate State or Federal investigative agencies.

e. The LGOA shall require all AAAs/ADRCs to ensure that each provider/contractor inputs transportation client service data into the AIM data collection system. This data must be inputted for each site providing the individual client with the service. The AAAs/ADRCs and the LGOA shall accurately monitor and audit each site's activities and services to ensure data integrity.

f. Invoice for reimbursement of service units earned is based upon AIM data originated by the provider/contractor and approved by the AAA/ADRC.

3. State transportation general policies for leased vehicles from State Fleet:

The current transportation policy is for the LGOA (lessee) to lease vehicles from State Fleet Management (SFM) and in turn sublease to nonprofit aging service providers/contractors (sublessee is a nonprofit entity which provides contracted services with an AAA/ADRC in the aging network) for a limited number of vehicles using the LGOA Vehicle Third Party Agreement form.

General transportation policies for State Fleet leased vehicles

a. The LGOA Vehicle Coordinator shall provide each service provider/contractor sub-lessee in the program a signed copy of the LGOA Vehicle Third Party Agreement and a copy of the South Carolina Fleet Safety Program Manual. Sub-lease participants must comply with all provisions of these documents, as well as be in accordance with SFM standards set by the South Carolina Budget and Control Board General Services SFM website (www.ogs.state.sc.us) and the written standards established by LGOA policies and procedures in order to maintain eligibility to participate in the program.

b. The service provider/contractor shall maintain vehicles according to the LGOA Vehicle Third Party Agreement, which is based on the current lease terms denoted in the Standard State-Owned Vehicle Lease Agreement as documented on the South Carolina Budget and Control Board General Services State Fleet Management website (www.ogs.state.sc.us). The provider/contractor shall adhere to all State laws and regulations regarding State Fleet vehicles.

c. The service provider/contractor shall be responsible for maintaining all service records, reporting mileage to State Fleet Management on the 26th of each month, and submitting Department of Motor Vehicle Management (DMVM) Form 3-78 "Monthly Trip Log" to the LGOA Vehicle Coordinator by the final working day of

each month. Reporting shall be done according to a method agreed upon by the LGOA Coordinator and the sublessee (fax, email, or mail).

d. The service provider/contractor shall make payment for vehicle rate plus mileage to the LGOA Vehicle Coordinator at 1301 Gervais Street, Suite 350, Columbia, South Carolina 29201 by the tenth (10th) day of the following month. When notified by the LGOA Vehicle Coordinator or Finance Division that the service provider/contractor failed to remit payment by the due date, the AAA/ADRC shall withhold future reimbursements.

e. The service provider/contractor shall immediately report to the LGOA Vehicle Coordinator any accident, incident causing damage to the vehicle, or citation given to a driver within 24 hours of the incident. A copy of any police or incident report must be provided in writing to the LGOA Vehicle Coordinator to be maintained in the sublessee's file.

f. The service provider/contractor shall reimburse the LGOA for any fees, deductible, or damage assessment from State Fleet Management. If lessee does not have funds available, the AAA/ADRC shall withhold future reimbursements.

g. The service provider/contractor shall immediately return the vehicle when the sublessee is no longer an aging network service provider/contractor affiliated with the LGOA or an AAA/ADRC. The service provider/contractor and AAA/ADRC must notify the LGOA Vehicle Coordinator within one (1) working day if the provider/contractor ceases to be an aging service provider contracted with an AAA/ADRC.

4. Transportation responsibilities of the LGOA for State Fleet vehicles are:

- to act as the single point of contact between State Fleet Management (SFM) and the aging network;
- to inform the AAAs/ADRCs when local transportation service providers/contractors fail to pay vehicle lease fees in full and on time so that the AAA/ADRC can withhold future reimbursements. Vehicle payments are delinquent after the tenth (10th) of each month;
- to require the AAA/ADRC to contact each local transportation service provider/contractor that fails to comply with all lease statutes, regulations, policies, and procedures regarding the use of state-owned vehicles that reimbursement shall be withheld until compliance has been met; and
- to maintain current lists of all service providers/contractors who utilize leases with the LGOA and to provide the AAAs/ADRCs quarterly with a copy of the list of sublessee's from their respective planning and service areas.

5. The transportation responsibilities of the AAA/ADRC for State Fleet leased vehicles are:

- to notify the LGOA Vehicle Coordinator within one (1) working day when a third party sublessee no longer has a transportation contract with an AAA/ADRC;
- to survey and prioritize vehicle needs of service providers/contractors as requested by the LGOA and to provide quarterly reports of surveys to the LGOA Vehicle Coordinator;

- to respond to and resolve delinquent payment and lease issues of local transportation service providers/contractors referred by the LGOA if the monthly deadline on the tenth (10th) of each month is missed; and
- to monitor transportation services by reviewing and evaluating local transportation service provider's/contractor's appropriate use of the vehicles, in accordance with SFM standards set by the South Carolina Budget and Control Board General SFM website (www.ogs.state.sc.us) and the written standards established by LGOA policies and procedures.

6. The transportation responsibilities of the providers/contractors for State Fleet vehicles are:

- to provide annual written certification to the LGOA, on a date established by the lease with the LGOA, that they have a contract with the AAA/ADRC to provide transportation services and that SFM vehicles are used only for transportation of clients or delivery of services to homebound clients;
- to have established written policies in place to protect the safety of transportation clients and to provide for criminal background checks for transportation employees who drive or interact with aging network clients;
- to pay vehicle lease fees to LGOA on time and in full, as stated in the agreement with the LGOA by the tenth (10th) of each month;
- to comply with all statutes, regulations, policies, and procedures regarding the use of state-owned vehicles, in accordance with SFM standards set by the South Carolina Budget and Control Board General Services SFM website (www.ogs.state.sc.us) and the written standards established by LGOA policies and procedures;
- to submit monthly mileage logs on all leased vehicles to SFM by the date stated in the lease;
- to reply promptly to all inquiries and/or requests for information requested by the AAA/ADRC, LGOA, or SFM;
- to keep all records for the State fleet inventory up-to-date and to keep these records accessible to inquiries or audits from the LGOA, SFM, or the AAA/ADRC; and
- to advise the LGOA Vehicle Coordinator of any changes in the service provider's/contractor's SFM vehicle inventory.

7. The transportation responsibilities of State Fleet Management (SFM) are:

- to cover all costs of fuel, insurance, maintenance, and replacement of each vehicle at the end of its useful life; and
- to inform the LGOA Vehicle Coordinator of any anticipated increases in lease rates (excluding fuel surcharges necessitated by fluctuations in fuel prices) no later than April 1, preceding the beginning of a new State Fiscal Year (SFY).

8. Sublease steps for initial lease of State Fleet vehicles:

a. Transportation service providers/contractors shall make a written request for an SFM vehicle to the LGOA Vehicle Coordinator. This written request should include a copy of the transportation contract established between the AAA/ADRC and the provider/contractor.

b. The LGOA Vehicle Coordinator shall contact SFM to determine the availability of the type of vehicle requested and shall advise the transportation service provider/contractor of such availability.
c. The LGOA Vehicle Coordinator shall submit a request for the desired vehicle to SFM.
d. SFM shall notify the LGOA Vehicle Coordinator when the vehicle becomes available.
e. The LGOA Vehicle Coordinator shall contact the transportation service provider/contractor to provide the SFM information and to have the LGOA Vehicle Third Party Agreement signed by the LGOA Director and the provider/contractor.
f. The transportation service provider/contractor shall contact SFM to schedule a time to pick up the vehicle.
g. Transportation service providers/contractors shall provide a legible copy of the SFM invoice to the LGOA Vehicle Coordinator in order to establish, or add to, the provider's/contractor's vehicle inventory in LGOA records.

9. Replacement steps of an existing State Fleet vehicle:

a. If a replacement vehicle is needed before the transportation contract stipulates, the provider/contractor shall make a written request for an SFM replacement vehicle to the LGOA Vehicle Coordinator. This written request should include a copy of the transportation contract established between the AAA/ADRC and the provider/contractor in order to show that the provider/contractor is currently contracted to provide transportation services in that planning and service area.
b. SFM shall notify the LGOA Vehicle Coordinator when a replacement vehicle is available.
c. The LGOA Vehicle Coordinator shall advise the transportation service provider/contractor of such availability.
d. The service provider/contractor shall contact SFM to schedule a time to exchange the vehicle.
e. The vehicle shall be returned by the service provider/contractor in accordance with all requirements of SFM for returns.
f. Within three (3) business days of the vehicle's exchange, the transportation service provider/contractor shall notify the LGOA Vehicle Coordinator by email. In addition, SFM shall notify the LGOA Vehicle Coordinator with the new vehicle's information.

C. Home Care Services

Home care services address a progressive level of need that a program beneficiary usually experiences when dealing with a condition that requires assistance with incidental or routine activities of daily living. The purpose of home care services is to provide assistance to older individuals, families, and/or caregivers to overcome specific barriers to maintain, strengthen, and safeguard independent functioning in the home. These services are designed to prevent or delay institutionalization and improve the individual's or caregiver's quality of life. These services include personal care, chore, and homemaker assistance which help with eating, dressing, bathing, etc. Home care services funded by the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) are described by levels of care needed by program beneficiaries.

The South Carolina Aging Network actively participates in the implementation of supportive services throughout South Carolina. As the administrator and steward of the Older Americans Act (OAA) and its funds in South Carolina, the Lieutenant Governor's Office on Aging (LGOA) shall carry out a wide range of aging and disability functions. Using OAA and State funds, the PSA and AAA/ADRC shall administer appropriate levels of services in their planning and service areas. The PSA Director shall provide direction to the AAAs/ADRCs for home care service operations in accordance with OAA and LGOA regulations and guidelines.

1. Planning Service Area (PSA) & Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Home Care Service Responsibilities:

a. Each AAA/ADRC shall ensure that all in-home service providers/contractors provide initial and ongoing training for all appropriate staff.

b. All AAAs/ADRCs shall ensure that in-home service providers/contractors adhere to all confidentiality and privacy regulations and laws as established by the Federal and State governments, in addition to the regulations set by the United States Department of Health and Human Services (USDHHS), the AoA, LGOA, and the AAAs/ADRCs.

c. All AAAs/ADRCs shall ensure that home care services providers/contractors accurately input required client data into the AIM system, or any other required LGOA client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures, and specifications of the indicated aging program. AIM data must be submitted to the LGOA by the tenth (10th) day of the month. The LGOA shall not reimburse for any home care service units deemed not earned.

d. The AAA/ADRC shall ensure that each of its home care service providers/contractors input client data into the AIM data collection system for the provider/contractor that is rendering the individual client with the service. Service units earned must be reported by the site providing the service. The AAAs/ADRCs and the LGOA shall accurately monitor and audit home care activities and services to ensure data integrity.

e. The AAA/ADRC shall ensure that each of its home care service providers/contractors adhere to all applicable State and Federal regulations, including any regulations and licensing as stipulated by the South Carolina Department of Health and Environmental Control (SCDHEC).

f. The AAAs/ADRCs shall ensure that all providers/contractors have a written policy and standardized procedure for prioritizing clients requesting home care services and maintain a waiting list for services based on the initial and annual assessment.

g. The AAAs/ADRCs shall ensure that providers/contractors have clearly defined criteria to determine when to terminate in-home care services as approved by AAAs/ADRCs. This documentation must be kept on file and provided to the AAAs/ADRCs and LGOA upon request or as required.

h. The AAA/ADRC shall ensure that all in-home respite activities and client information is documented and maintained by the providers/contractors to include documentation of eligibility, plan of care, progress notes with supervisor's notes from any on-site visits, and paper or electronic termination

forms, when applicable. This documentation must be kept on file and provided to the AAA/ADRC and LGOA upon request or as required.

i. The AAAs/ADRCs shall ensure that all providers/contractors maintain documentation, signed by the older individual or their responsible party, of in-home visit activities, such as activities performed, time spent in direct service to the older individual, and notations on condition. In addition, the provider/contractor shall maintain documentation of any missed or attempted visits. This documentation must be kept on file and provided to the AAA/ADRC and LGOA upon request or as required.

j. The AAAs/ADRCs shall ensure that all providers/contractors maintain records of incident reports, registered complaints, and follow-ups. This documentation must be kept on file and provided to the AAAs/ADRCs and the LGOA upon request or as required.

k. The AAA/ADRC shall ensure that all in-home respite providers/contractors maintain a list of emergency contacts and a written agreement with the caregiver regarding arrangements for emergency care and ambulance transportation.

l. If amendments are made to a home care services procurement contract entered into by the AAA/ADRC and a provider/contractor which make any changes in the services provided, the AAA/ADRC must notify the LGOA in writing within three (3) working days and provide assurances which ensure that all services units are being earned by the provider/contractor.

2. Levels of Home Care

In South Carolina, there are two levels of home care that the Lieutenant Governor's Office on Aging (LGOA) shall provide reimbursement: Level I – Homemaker/Chore/Health Companion (simple needs) and Level II - Home Health Aide – Basic, Direct Personal Care by trained and qualified home health aides.

a. Level I – Homemaker/Chore/Health Companion (simple needs)

Level I is the most basic level of home care services provided and deals primarily with taking care of the recipients living environment. Activities of Level I home care services may include one (1) or any combination of the following:

- Ambulation supervision
- Assistance with letter writing and bill paying
- Bathing stand-by assistance
- Blood Pressure, using digital cuff
- Companionship/Outing accompaniment
- Dressing assistance
- Errand/Task assistance
- Exercise
- Food handling
- Getting to appointments
- Grocery shopping
- Housekeeping/Chores (vacuuming, dusting, cleaning bathrooms, etc.)
- Laundry for recipient only
- Making unoccupied bed

- Meal preparation/setup
- Medication assistance (reminders and observation of self-administration of daily medication)
- Menu planning
- Minor home/yard maintenance (changing light bulbs, sweeping walkways, etc.)
- Observing and reporting changes in the older individual's condition
- Oral temperature
- Oxygen use assistance
- Petty cash handling
- Safety
- Wheelchair assistance

b. Level II - Home Health Aide – Basic, Direct Personal Care by trained and qualified home health aides. Level II Home Care services allow the service provider/contractor to offer personal care services, as well as Level 1 services. Activities of Level II home care services may include one or any combination of the following:

- Back rub
- Bed bath
- Bed bound care-basic
- Denture care
- Dressing client
- Feeding
- Foot care
- Intake/Output measuring
- Making occupied bed
- Medication set-up/preparation
- Nebulizer treatments
- Non-sterile dressing change
- Oral care
- Oxygen tank use
- Perineal care
- Pulse measuring
- Range of motion exercise
- Respiration counting
- Shampoo
- Shaving
- Shower / tub bath
- Skin care
- Teaching or retraining the individual to handle personal care tasks
- Toileting with bedpan
- Toileting with commode
- Toileting with urinal
- Transfer to wheelchair
- Turning & Positioning
- Walker assistance

3. LGOA Reimbursement for Service Units Earned:

a. The LGOA shall not reimburse the AAAs/ADRCs for any home care service units not earned by the providers/contractors. Reimbursement payments shall be withheld if the LGOA determines the service units have not been earned.

b. The AAA/ADRC Director and the PSA Director shall provide the LGOA with a written plan, to be submitted in their Area Plan, which addresses how the AAA/ADRC shall ensure that providers/contractors are earning their units in accordance with the OAA and LGOA policies.

c. A paid employee, volunteer, or anyone compensated by an AAA/ADRC or a provider/contractor CANNOT be counted as a service unit earned for home care service funded through OAA programs or with any State or Federal funding provided by the LGOA. When monitoring aging services, the AAA/ADRC shall match service clients with a list of AAA/ADRC and provider/contractor employees to ensure funding and programmatic integrity. Any attempt to include employees, volunteers, or compensated individuals as aging clients earning units shall be denied by the LGOA and reported to the appropriate State or Federal investigative agencies.

d. Invoice for reimbursement of service units earned is based upon AIM data originated by the provider/contractor and approved by the AAA/ADRC.

4. Unit of Service

A unit of service is defined as one (1) hour of direct Home Care Services provided in the older individual's residence or neighborhood.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

5. Home Care Service Eligibility

The guidelines to qualify for home care services are as follows.

Individuals sixty (60) years of age or older who have a chronic illness, limitations in two (2) or more activities of daily living, or have an acute episode of a chronic illness that affects their ability to provide self-care and maintain a safe and sanitary home environment without assistance.

a. Home care service beneficiaries receiving services are expected to be home-bound or to have a medical condition that prevents them from safely performing the activities involved in the level of service(s) received.

b. When more than one elderly person eligible for home care services lives in a household receiving Level II services, the service provider/contractor may count two (2) units of service delivered only when a Level II service is performed for each individual. Shopping, meal preparation, and bill payment activities are activities that benefit both, but are not specific to one individual. Those activities would be considered one (1) unit of service. For example bathing, personal grooming, or medication management are specific to the individual served and would count as two (2) units, if documentation shows that each person received one of these services during the visit.

c. Under the OAA, home care services are provided to individuals age sixty (60) or older; however, such services should be targeted to those with the highest

priority assessment scores and who have little or no personal support to provide assistance with the identified activities.

d. State Home and Community-Based Services and ACE Bingo revenues also offer funding for home care services.

6. Priority Services

In-home services are a priority under the OAA. A provision of the Act requires the State agency to set a minimum level of expenditure of OAA Title III-B funding on in-home services. The AAA/ADRC may set a higher limit based on the regional service needs assessments for home care services.

7. Rights related to In-Home Services for Frail Older Individuals

The OAA shall require entities that provide in-home services to promote the rights of each older individual who receives such services. Such rights include the following:

- The right to be fully informed in advance about each in-home service provided and any changes in service that may affect the well-being of the program beneficiary.
- The right to participate in planning and changing the in-home services unless the program beneficiary is judicially adjudged incompetent.
- The right to voice a grievance with respect to such service that is or fails to be so provided, without discrimination or reprisal as a result of voicing such grievance.
- The right to confidentiality of records relating to the program beneficiary.
- The right to have the property of the program beneficiary treated with respect.
- The right of the program beneficiary to be fully informed (orally and in writing), in advance of receiving in-home service, of their rights and obligations. (**OAA 314**)

D. Respite Services

Respite is a service that provides temporary relief from caregiving to the primary caregiver during the times when he/she would normally provide care to an older adult or adult with disabilities. Respite care has been shown to help sustain family caregiver health and well-being. The primary caregiver is a person who is responsible for an individual's daily care, provision of food, shelter, clothing, health care, education, nurturing, and supervision on an uncompensated basis.

Supportive services for clients under the Older Americans Act (OAA) Title III-B have a secondary benefit of also providing respite for the clients' family caregivers. The provision of supportive services as described in this section of the Manual (Section 501) is based on the eligibility of the older adult or the adult with disabilities. The provision of respite services, however, is based solely on the eligibility of the family/primary caregiver.

Respite services are person-centered and may include in-home respite care or out-of-home/ group respite care (including adult day care or adult day health care centers). Under a person-centered system, the caregiver chooses the providers of any respite services.

The AAA's/ADRC's Family Caregiver Advocate (FCA) and the caregiver shall meet to determine the caregiver's needs. Once these needs are determined and approved, a caregiver shall be given a letter of authorization, sometimes referred to as a respite

voucher, which shall specify the services authorized, the dollar amount allotted for these services, and the time period in which the money must be spent. In order to be reimbursed, the caregiver must submit authorized reimbursement receipts to the AAA/ADRC. Each AAA/ADRC sets its own protocols and procedures for voucher reimbursement.

The policies and procedures regarding provision of respite services in South Carolina are described in Section 504, Family Caregiver Support Program (FCSP), of this Manual.

E. Adult Day Care Services

Under the Older Americans Act (OAA), adult day care is an option for respite services provided to caregivers.

The policies and procedures regarding provision of respite services in South Carolina are described in Section 504, Family Caregiver Support Program (FCSP), of this Manual.

503: Title III-C Nutrition Service Operations

Nutrition services under Title III-C-1 of the Older Americans Act (OAA) Section 330 are provided to:

- reduce hunger and food insecurity;
- promote socialization of older individuals; and
- promote the health and well-being of older individuals.

These services help older individuals gain access to nutrition and other disease prevention and health promotion services, which has been proven to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

Purpose of Nutrition Services:

The purpose of nutrition services is to maintain and/or improve the nutrition and health status and quality of life of older adults by ensuring participants receive at least one meal per day that meets the nutrition requirements in the Older Americans Act (OAA).

Service Eligibility Checklist:

The provider/contractor shall ensure that group dining services are provided to eligible individuals using uniform criteria specified by the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) and approved by the Lieutenant Governor's Office on Aging (LGOA). Preference for service shall be given to those determined through the OAA to be at high nutrition risk and those in greatest economic and social need. High nutrition risk means having a score of six (6) or more on the *DETERMINE Your Nutritional Health Checklist* screening tool developed by the Nutrition Screening Initiative.

A. Nutrition Service Data Input

All AAAs/ADRCs and Nutrition Service providers/contractors shall accurately input required client data into the Advanced Information Manager (AIM) client data collection system within one (1) week of the meal being served and as requested by the terms, conditions, policies, procedures, and specifications of Title III-C of the OAA. The appropriate nutrition classification shall be tracked in AIM and specified as one of the following:

- hot;
- cold;
- shelf; or

- frozen.

All nutrition service client data shall be entered into AIM for the site that is providing the individual client with the service. The AAAs/ADRCs and the LGOA shall accurately monitor and audit each site's activities and services to ensure data integrity.

B. Planning Service Area (PSA) & Area Agency on Aging (AAA)/Aging Disability Resource Center (ADRC) Nutrition Responsibilities

1. All AAAs/ADRCs must ensure that nutrition service providers/contractors accurately input required client data into the AIM system, or any other required LGOA client data collection systems, within a week of the meal being served and as mandated by the terms, conditions, policies, procedures, and specifications of the OAA Title III-C aging program.
2. Providers/Contractors must enter all financial and service data into AIM by the tenth (10th) day of the month.
3. AAAs/ADRCs must submit invoices to the LGOA by the sixteenth (16th) of each month. The LGOA shall not reimburse for any nutrition service units deemed not earned.
4. The LGOA requires all providers/contractors to input client service data into the AIM system for each site they serve and not collectively as an entire organization. By inputting the client service data by individual or separate sites, the AAA/ADRC and the LGOA can accurately monitor and audit each site's activities and services, thus ensuring data integrity for the OAA Title III-C aging program. Billing for service unit reimbursement is based upon AIM data originated by the provider/contractor and approved by the AAA/ADRC.
5. The LGOA requires all AAAs/ADRCs to have monitoring measures that validate and support the data provided by the providers/contractors submitted for reimbursement.
6. The AAA/ADRC must notify the LGOA in writing, within three (3) working days, when any amendments are made to a service provider's/contractor's procurement contract, and provide assurances that all service units are being earned by the provider/contractor. If an AAA/ADRC fails to submit the amended contract, they shall be deemed out of compliance and funding shall be considered not earned.
7. Each AAA/ADRC shall be provided copies of the group dining site activity calendars monthly for approval. The AAAs/ADRCs shall scan and forward, by email, copies of approved monthly site activity calendars to the LGOA Policy and Planning Manager in the Program Services Division.
8. As a means of monitoring for quality assurance, the AAA/ADRC Director or designated appointee shall personally deliver a minimum of three (3) home-delivered meals from three (3) different home-delivered meal routes monthly. Any issues that arise from these monitoring visits shall be corrected within three (3) business days. A monthly report of these home visits, including the name of the staff member making the visit, shall be provided in writing to the LGOA during the monthly AAA/ADRC Directors' meeting. In the report, the AAA/ADRC Director shall assure that all services contracted with the provider/contractor, which are to be reimbursed by the LGOA, are in fact being provided according to OAA and LGOA standards. The AAA/ADRC shall use the Monthly Home-Delivered Meal Monitoring Form provided by the LGOA to report the home monitoring visits.

9. The AAA/ADRC Director, or their designee, shall visit at least three (3) group dining sites monthly and provide the LGOA with a written report summarizing each visit. In the summary, the AAA/ADRC Director shall assure/guarantee that all services contracted by the provider/contractor, and being reimbursed by the LGOA, are being provided.
10. Likewise, the AAA/ADRC shall require the director, or a designated appointee, of each of its home-delivered meal providers/contractors to make monitoring visits in accordance with the above section. A report of these home visits, including the name of the staff member making the visit, shall be provided in writing to its AAA/ADRC by the second Tuesday of each month. In the report, the provider/contractor director shall guarantee that all services being provided, which are to be reimbursed by the AAA/ADRC, are in fact being provided according to OAA, LGOA, and AAA/ADRC standards. The provider/contractor shall use the Monthly Home-Delivered Meal Monitoring Form provided by the LGOA to report the home monitoring visits. The report should be made available upon request to the LGOA.
11. The AAA/ADRC shall ensure that its providers/contractors operate the group dining program in accordance with all standards and requirements of the OAA and the LGOA. This includes each group dining site having a minimum of twenty-five (25) group dining participates unless a waiver is granted by the LGOA using the LGOA Group Dining Waiver Request Form.
12. Each AAA/ADRC shall ensure that all nutrition procurement contracts include each provision of the LGOA *Minimum Meal Bid Specifications*, unless the AAA/ADRC has obtained prior waiver authorization from the LGOA.
13. Each AAA/ADRC shall ensure that its providers/contractors maintain any information that documents compliance with group dining standards and make the information available to compliance monitors.
14. Each AAA/ADRC shall ensure that proper documentation is kept regarding initial participant registration, annual information updates, nutrition risk assessments, and termination forms, when applicable.
15. Each AAA/ADRC shall ensure that its providers/contractors provide the following service documentation: (a) daily records of participant attendance, including copies of sign-in sheets (Report LG-94); (b) daily records regarding the number of complete meals ordered, received, and served; (c) daily records of hot and cold food temperatures; (d) action on any shortages or temperature discrepancies, as applicable; (e) comments on the participants' satisfaction with the meals served; and (f) daily program activity and monthly site activity calendars.
16. Each AAA/ADRC shall ensure that its providers/contractors keep incident reports and registered complaints with documentation of follow-up on file with both the program supervisor and AAA/ADRC whenever any fall, injury, choking, illness, or other unusual event occurs in or on the grounds of the group dining center.
17. Each AAA/ADRC shall ensure that its providers/contractors report the number of individuals participating in each daily planned nutrition education, social, informational, recreational, artistic, or musical activity and the time spent in each activity.

18. Each AAA/ADRC shall ensure that its providers/contractors collect and protect contributions donated by participants each day; and record the amount collected and deposited in the agency's bank account.
19. Each AAA/ADRC shall ensure that its providers/contractors address a service recipient's request for change in service, such as days of attendance or temporary transfer to the home-delivered meal service, within two (2) weeks of the request.
20. Each AAA/ADRC shall ensure that the termination of an individual's group dining services shall be a carefully-planned process.

C. Unit of Service for Nutrition Services:

Meals: one meal served to an eligible participant. All necessary costs associated with delivery of group dining services that comply with the Standards, including nutrition education, are to be included in the unit cost of "one meal".

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

D. Reimbursement for Nutrition Service Units Earned:

1. If an AAA/ADRC fails to submit billing invoices for accurately verified nutrition service units earned, they shall be deemed out of compliance, and funding shall be considered not earned.
2. The AAA/ADRC Director and the PSA Director shall provide the LGOA with a written plan, as part of its Area Plan, which addresses how the AAA/ADRC shall ensure that nutrition providers/contractors are earning their units by abiding by the OAA's and LGOA's guidelines.
3. A paid employee, volunteer, or anyone compensated by an AAA/ADRC or a provider/contractor CANNOT be counted as a service unit earned for nutrition services funded through OAA programs or with any State or Federal funding provided by the LGOA. When monitoring nutrition services, the AAA/ADRC shall match service clients with a list of AAA/ADRC and provider/contractor employees to ensure funding and programmatic integrity. Any attempt to include employees, volunteers, or compensated individuals as aging clients earning units shall be denied by the LGOA and reported to the appropriate State or Federal investigative agencies. (See Section 503 F for volunteer exception)
4. Group dining and home-delivered meal providers/contractors must use the official LGOA approved sign-in sheet (Report LG-94) to record clients utilizing nutrition services daily. This daily sign-in sheet is required even if providers/contractors use another sign-in process (including electronic card scanning). Sign-in sheets must be kept on file and provided to the LGOA upon request for a minimum of three (3) years.
5. Home-delivered meal providers/contractors must scan a copy of the home-delivered meal route, which has been signed and dated by the driver, as well as the provider/contractor manager, to assure that meals have been delivered. The scanned document must be provided to the LGOA when submitting Monthly Units of Service Reimbursed (MUSR) invoices in order to provide accountability showing that the recipient received the meal, the meal was delivered, and the service units were earned.

E. Federal and State Nutrition Service Requirements

1. The AAA/ADRC shall purchase nutrition services, with funds received under the OAA, from service providers/contractors who have the capacity to provide meals and nutrition education, screening, assessment, and counseling. Service providers/contractors, who distribute nutrition services to homebound older individuals, are encouraged to make available medical information approved by health care professionals, such as informational brochures and information on how to get vaccines, including vaccines for influenza, pneumonia, and shingles in the individual's community. (**OAA 339 (2)(J-K)**)
2. All clients receiving services through the Lieutenant Governor's Office on Aging (LGOA) must have a full and valid assessment in order to be a service recipient. All assessments shall be conducted using the authorized Lieutenant Governor' Office on Aging Assessment/Reassessment Form.
3. A single entity shall not conduct the assessment, choose the client, and deliver the services. (For example: A provider/contractor cannot perform all three functions.)
4. Each client shall receive an initial assessment and shall be reassessed annually, as well as when the client has had a life altering change in his/her status.
5. The LGOA and its aging service providers/contractors do not means test when conducting assessments. Aging programs funded through the OAA do not base eligibility on a person's income or resources; however, federal law requires that aging programs direct services to those persons 60 years of age or older who are in the greatest social and/or economic need, limited English speaking persons, rural or low income minorities.
6. Each client must provide the following data on the Lieutenant Governor's Office on Aging Assessment/Reassessment Form in order to receive services: zip code, race/ethnicity, gender, date of birth, income, English- or non-English-speaking, and number in household. Clients refusing to provide all of the required data shall be informed by the entity conducting the assessment of the consequences of not answering fully. A client not providing all of the required data shall receive a reduced assessment score, which may impact his/her ability to receive services.
7. The LGOA cannot require the entity conducting the assessment to collect Social Security Numbers. Any entity that chooses to collect Social Security Numbers must have protocols in place to safeguard the Social Security Numbers and to protect the client's identity. Both the AAA/ADRC and provider/contractor shall provide assurances that the personal data is protected if Social Security Numbers are collected, and the LGOA assumes no liability for that data.
8. Each AAA/ADRC shall outline their nutrition service delivery plan in their Area Plan, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas, and other eligible individuals, as defined in the OAA.
9. Individuals who must be terminated because of low priority scores shall be provided an opportunity to continue to receive services as a cost-share or private pay recipient subsidized through local resources, if available.
10. Each nutrition service funding source shall be tied to a distinct client population for the duration of the contract period or until the client's service is terminated.

11. A new client, who is in need of the nutrition service based on a priority score and meets the eligibility criteria of that funding source, shall be added when such vacancies occur.
12. Each AAA/ADRC shall establish written policies, priorities, and methods for serving older persons stipulated by the AoA and OAA targeted populations through their Area Plan. Preference is given to those older persons in greatest social or economic need in the provision of services in 45 Code of Federal Register (CFR) 1321.17(f)(2). Methods used to target services may include location of service delivery and specialization in the types of services most needed by these groups. The AAA/ADRC shall assess the level of need for group dining and home-delivered meals within its planning and service area and establish criteria for service providers/contractors to use in the selection of individuals to participate in the program.
13. The AAA/ADRC is responsible for all contracted nutrition services provided by its service providers/contractors. The AAA/ADRC shall take all necessary steps to ensure that contracted services are being provided when they seek reimbursement from the LGOA. If the services are not being provided as contracted, the AAA/ADRC must immediately notify (within five (5) business days) the LGOA of the problem in writing. The AAA/ADRC shall have sixty (60) days to correct the problem and ensure that its service provider/contractor is serving the senior clients as contracted. The AAA/ADRC shall notify the LGOA, in writing, when and how the problem was resolved.
14. The AAA/ADRC shall establish an action plan as part of its Area Plan to encourage its providers/contractors to enact cost-sharing and private pay measures when procuring service contracts.
15. All nutrition procurement contracts must include each provision of the LGOA *Minimum Meal Bid Specifications*, unless the AAA/ADRC has obtained a waiver from the LGOA.

F. Eligibility and Determination of Need for Group Dining Nutrition Services (Congregate Program)

The need for group dining services shall be determined through an initial client assessment. All participants with a high nutrition risk score shall have priority for both group dining and home-delivered nutrition services. If an individual's assessment indicates the need for socialization and the client is able, then he/she shall be eligible for enrollment in the group dining program. Preference in enrollment shall be given to persons with high priority scores who are referred by health care professionals.

Under the OAA, nutrition services (group dining) are provided to individuals age sixty (60) or older; however, such services should be targeted to those with the highest priority assessment scores and who are at highest risk for institutionalization.

Those eligible for participation in group dining programs include:

a. a person age sixty (60) or older;
b. the spouse of the older program beneficiary, regardless of age;
c. a person under age sixty (60) with a disability who resides in a housing facility occupied primarily by older adults, at which group dining services are provided;

d. a person with a disability under age sixty (60) may receive a meal if they reside with an individual who is a program beneficiary; or
e. a person under age sixty (60) who volunteers at the group dining center five (5) or more hours a week during meals. (**OAA 339(2)(H)**)

Meals shall not be provided to persons who are currently enrolled in a care-providing facility or a day program that requires provision of meals unless a waiver is requested in writing, using the LGOA Group Dining Request Waiver Form, and approved by the LGOA.

G. Eligibility and Determination for Home-Delivered Nutrition Services

In addition to the eligibility for group dining service, a person receiving home-delivered meals must be homebound due to the following:

- illness;
- incapacitating disability; or
- otherwise isolated.

Through an LGOA approved assessment process, criteria for determination of need shall include the following:

- an initial assessment to determine qualification for home-delivered meals, as well as reassessments annually (in person) or as needed to determine future eligibility;
- an inability to leave home unassisted;
- an inability to leave home except for medical and other essential appointments;
- an inability to purchase and/or prepare food due to his/her disability;
- qualification under one (1) of the prior criteria, and a lack of anyone to prepare a nutritious meal on a daily basis; and
- a capability to store and heat the meals unassisted (or documentation of the availability of any necessary assistance).

NOTE: Any individual determined to qualify for home delivered meals, if unable to self-feed, must have a person in the household to assist with feeding.

When frozen meals are used for the home-delivered meal service, the individual's assessment shall include a determination of the need for daily contact through telephone reassurance.

The provider/contractor shall assure the AAA/ADRC that daily contact is being made with the telephone reassurance service. A contact log shall be kept and made available to the AAA/ADRC and LGOA for review upon request.

Following determination of need and enrollment of the program beneficiary, a home-delivered meal request should be promptly met whenever funds are available to provide the service. When the service provider/contractor cannot initiate service immediately, a referral is made to another home-delivered meal program in the area. If no program is available in the area, the individual shall be placed on a program's waiting list. Older adults and adults with disabilities should receive assistance in securing food and/or meals from other sources, such as purchase of frozen meals, if service is not available through a home-delivered meals program.

The service provider/contractor, working with the AAA/ADRC, shall use uniform criteria to determine when the provision of home-delivered meals to another household member is in the best interest of the homebound older person. (**OAA 339(2)(I)**)

The provider/contractor shall visit the home-delivered meal beneficiary bi-annually to evaluate the client. Any change in the beneficiary's status shall immediately be inputted into AIM on the same day that a change occurred.

H. Coordination of Group Dining and Home-Delivered Nutrition Services

- Group dining service providers/contractors shall serve a minimum of twenty-five (25) group dining individuals per day at each center they operate. The group dining client count shall not be combined with the home-delivered meal count to reach the minimum twenty-five (25) individual count required by the LGOA. The AAA/ADRC must request a waiver, using the LGOA Group Dining Waiver Request Form, if any of its providers/contractors are unable to meet the minimum twenty-five (25) individual requirement. The LGOA Group Dining Waiver Request Form is to be sent to the LGOA Policy and Planning Manager through the AAA/ADRC within three (3) business days of receipt.
- No client shall receive C-2 classification home-delivered meals unless he/she has been fully assessed.
- The AAA/ADRC shall ensure that the providers/contractors adhere to the eligibility requirements for C-1 and C-2 meals and shall stipulate in its contracts with the providers/contractors that C-1 clients only receive home-delivered meals during an emergency. NOTE: Per the eligibility requirements in the OAA, a client may only receive meals under either C-1 or C-2 classification, but not both. (For example: A C-2 client must be homebound and a C-1 client must attend a meal site.)
- Group dining (C-1 clients) participants may receive home-delivered meals in special circumstances or emergencies, or when ill or incapacitated. The cost of these service units must be charged to OAA Title III-C-2. The cost of the nutrition service is always assigned based on where the meal is consumed.
- The AAA/ADRC shall encourage service providers/contractors, through their procurement contracts, to invite homebound program beneficiaries who, on occasion, are able to leave their homes to take part in special group dining events or to visit the group dining program when they are outside the home at mealtime. Due to the fact that homebound individuals are isolated so much of the time, they benefit from occasional opportunities for socialization.
- In order to determine those individuals who are able to participate in occasional group dining events, the provider's/contractor's service plan should identify the individual's interest and capability through an assessment. Meals served to homebound participants who occasionally (maximum of three (3) visits per year) participate in group dining functions shall be charged to OAA Title III-C-1 as a guest over the age of sixty (60), provided that they have a current assessment for participation on file. Client intake information shall be reviewed upon each visit, and appropriate classification shall be determined by the assessment.
- The AAA/ADRC shall ensure that providers/contractors gather intake information on group dining guests to assure that guests meet the criteria for participation, such as

being aged sixty (60) years or older, or the spouse of someone aged sixty (60) years or older, in order to determine their success in meeting targeted goals of participation.

- Service providers/contractors shall plan ahead for the guests over the age of sixty (60) by budgeting additional group dining and home-delivered meal units to accommodate participant choice. Once the Area Plan is approved and a grant award is issued to the AAA/ADRC, only Nutrition Services Incentive Program (NSIP) funds and Grant Related Income (GRI) can be transferred between Title III C-1 and Title III C-2 of the OAA if budget changes are necessary to pay for these individualized participant services.
- AAAs/ADRCs shall encourage service providers/contractors to initiate private-pay and cost-sharing measures to serve more clients who have the means to pay for meals in order to raise revenues to serve more clients in the area. The providers/contractors shall abide by OAA rules when using OAA service funding, but State funding does not have the voluntary contribution requirements and thus provides for more flexibility. AAAs/ADRCs should put a detailed cost sharing plan for client services in their Area Plans. Clients using State funds shall be encouraged to cost share.
- In Accordance with the OAA, Chapter 331, group dining facilities shall be open at least four (4) hours a day, five (5) days a week. It is the primary purpose of operating a group dining center to provide mid-day activities that include a nutritious meal, nutrition education, and a variety of activities to promote socialization. While open, group dining facilities shall offer programs and activities that shall include provision of health, social, nutritional, and educational services. Group dining activities shall provide opportunities for socialization to prevent isolation. These opportunities should include a variety of ongoing recreational, informational, cultural, artistic, and musical activities each month that rotate throughout the year.
- The AAA/ADRC must request a waiver of group dining service requirements in writing from the LGOA (using the official LGOA Group Dining Waiver Request Form) and receive approval whenever they propose to issue a Request for Proposal (RFP) for group dining services that serve less than twenty-five (25) individuals each day or operate less than five (5) days per week. A waiver must also be requested if the group dining service does not provide the required OAA and LGOA activities and services funded by the LGOA using Federal and State dollars. The process for requesting a Group Dining Waiver Request Form is found in Sections 208 and 209 of this Manual. Such waivers must be requested and approved by the LGOA before issuing RFPs or negotiating contract renewals with service providers/contractors. Waiver requests should be sent to the LGOA Policy Manager.

I. Dietary Requirements of Meals Served

- Each group dining and home-delivered meal (including frozen meals) shall comply with the Dietary Guidelines for Americans, published by the Secretary of Agriculture. This guide shall be provided to each individual receiving one (1) program meal per day, meeting the minimum of thirty-three and one-third (33 1/3) percent of the current daily Dietary Reference Intake (DRI), as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences. The Dietary Reference Intake Guide can be found online at: books.nap.edu/openbook.php?record_id=11537&page=R1.

- If a program serves an individual more than one (1) meal per day, together the two (2) meals shall provide a minimum of sixty-six and two-thirds (66 2/3) percent of DRI, and the combined nutrients in three (3) meals shall provide 100 percent of the DRI. Two (2) meals eaten at the group dining center by the same individual at the same time of day, does not count as two units of services **(OAA 339(2))**. The daily average at the end of the week should provide the participant with thirty-three and one-third (33 1/3) percent of DRI per day, if receiving one meal a day, or provide the participant with sixty-six and two-thirds (66 2/3) percent of DRI, if receiving two meals a day.
- Therapeutic diets that do not meet the thirty-three and one-third (33 1/3) percent minimum of DRI per day may be served when authorized by a healthcare professional and approved in writing by the LGOA Health and Wellness Coordinator and the agency dietitian.

J. Selection of Nutrition Service Providers/Contractors

The AAA/ADRC may make awards for group dining and home-delivered nutrition services to a service provider/contractor that furnishes either or both (group dining or home-delivered) types of services and may enter into contracts with profit-making organizations for the delivery of nutrition services. (**OAA 339**)

K. Vendor Requirements for Registered Dietitians

Any vendor of a service provider/contractor operating a meal production site must have a registered dietitian on staff, or a paid consultant, or a volunteer consultant. Signed and dated time and activity reports that document the services provided by the registered dietitian shall be kept on file at the meal site. Such reports must be examined when vendor compliance reviews are performed and provided to the AAA/ADRC and the LGOA upon request.

L. Nutrition Service Requirements

1. The AAA/ADRC shall establish and administer nutrition services with the advice of a registered dietitian, the Regional Aging Advisory Council, and those participating in the services. (**OAA 339 (2)(G)**) The registered dietitian does not need to be on staff, but the AAA/ADRC must demonstrate to the LGOA in writing which dietitian service they have engaged, in order to establish and administer the nutrition services within their region.
2. The AAA/ADRC shall review regional menus with input from a registered dietitian and the appropriate LGOA staff in accordance with protocols to be included in its Area Plan.
3. The AAA/ADRC shall comply with the minimum bid specifications in purchasing catered meals or contracting with those who prepare meals on-site. The minimum bid specifications are updated periodically by the LGOA, with the direction of a registered dietician. Current specifications are included in Appendix 500A of this Manual.
4. With the advice of a registered dietitian, the AAA/ADRC may add requirements to the minimum bid specifications to meet regional needs, but may not reduce any existing requirements. The LGOA Policy Manager shall be notified by the AAA/ADRC of any changes to the minimum meal bid specifications prior to procurement contracts being signed between the AAA/ADRC and the provider/contractor.

5. When minimum meal bid specifications are updated, they become effective for the vendor at the next annual contract renewal. If increased requirements have a cost impact on the vendor that exceeds any increase allowed in the regional contract, the AAA/ADRC shall negotiate a fair price with the vendor to assure quality service is maintained for the participants.
6. All nutrition procurement contracts must include each provision of the LGOA *Minimum Meal Bid Specifications*, unless the AAA/ADRC has obtained prior waiver authorization from the LGOA.
7. All current certified menus must be posted in an accessible and visible location in each group dining center, as well as at each place of food preparation and plating. The provider/contractor must abide by the certified menus. The Vendor or provider/contractor of food services may make changes to the certified menu only with prior approval from the AAA/ADRC. The AAA/ADRC shall state in its Area Plan how requests for menu changes are approved.
8. The AAA/ADRC shall obtain approval for menu changes from the registered dietitian on staff or a dietitian providing consultant services to the AAA/ADRC. For purposes of audit, each AAA/ADRC shall keep on file copies of certified menus used in the program for a period of one (1) year.
9. No home-prepared food shall be served to participants in either of the nutrition services (group dining or home-delivered meals).
10. Meal services shall:
    - meet special dietary needs of program participants;
    - provide meals that are appealing to program participants;
    - include nutrition risk assessments, education, and counseling appropriate to the program participant; and
    - offer opportunities for voluntary participation of individuals in all aspects of service operations. (**OAA 339(2)(A)(B)(J)**)

M. Group Dining Nutrition Service – (Congregate)

1. Group dining shall be available in multipurpose senior centers and meal sites, and it may also be located in other facilities such as churches, community centers, schools, day care centers, and other public or private facilities where older persons can obtain social, educational, recreational, cultural, wellness, and other services. (**OAA 331(2)**)
2. Meals shall be served in a group setting at least once a day, five (5) or more days a week, except in a rural area where such frequency is not feasible and a lesser frequency is approved by the LGOA. (**OAA 331**) The LGOA requires activities to be provided at the meal site at least four (4) hours each day of operation.
3. Group dining centers shall be located as close as possible to the majority of eligible older persons and, where feasible, within walking distance. Service providers/contractors are encouraged to have arrangements with schools or other facilities serving meals to children in order to promote intergenerational programs. (**OAA 339(2)(D)**)
4. AAAs/ADRCs shall require service providers/contractors, through their procurement contracts, to serve those clients with the greatest social, economic, and physical needs. The AAAs/ADRCs shall ensure through annual assessments that those high risk older adults residing in the service region with the greatest social, economic, and physical needs, as noted by the OAA as priority groups, are being served.

5. Group dining program service requirements for providers/contractors:
   a. Group dining service providers/contractors shall serve a minimum of twenty-five (25) group dining individuals per day at each center they operate. The group dining client count shall not be combined with the home-delivered count to reach the minimum twenty-five (25) individual count required by the LGOA. The AAA/ADRC must request a waiver, using the LGOA Group Dining Waiver Request Form, if their provider/contractor is unable to meet the minimum twenty-five (25) individual requirement. The Group Dining Waiver is to be sent to the LGOA Policy and Planning Manager through the AAA/ADRC.
   b. The LGOA requires all providers/contractors to input nutrition service client data into the AIM data collection system for the site that is providing the individual client with the service. Service units earned must be reported by the site providing the service. The AAAs/ADRCs and the LGOA shall accurately monitor and audit each site's activities and services monthly to ensure data integrity before reimbursement.
   c. The LGOA requires all AAAs/ADRCs to have monitoring measures that validate and support the data provided by the providers/contractors submitted for reimbursement.
   d. Each group dining site shall have a program coordinator responsible for all activities.
   e. Each group dining site shall have staff present and available for at least four (4) hours per day of operation.
   f. Each provider/contractor shall operate their group dining program a minimum of 249 days a year.
   g. Each provider/contractor shall make special provisions as necessary for the service of meals to eligible older adults with disabilities.
   h. Each provider/contractor shall provide group dining services in facilities approved by the AAA/ADRC in writing before their use.
   i. Each group dining site shall meet all existing Federal, State and local licensure, health, and safety requirements.
   j. Each group dining site shall offer opportunities for volunteer service in all aspects of program operation.
   k. Each provider/contractor shall create and maintain a menu and site activity calendar detailing programs, events, and services provided at each group dining site. The providers/contractors shall provide copies of the site activity calendars monthly to the AAAs/ADRCs for approval. The AAAs/ADRCs shall scan and forward, by email, copies of approved monthly menus and site activity calendars to the LGOA Policy and Planning Manager by the close of business on the last business day of each month.
   l. Each provider/contractor shall assist participants in accessing available transportation in order to attend the group dining center, when feasible.

N. Group Dining Holiday Closings

See Chapter 400, Section 409 of this Manual.

O. Home-Delivered Nutrition Services

1. Each homebound participant must be served at least one (1) meal each day, five (5) or more days per week.
2. Meals delivered to the home may be hot, cold, shelf, or frozen as classified in AIM.
3. When alternative meal services (such as frozen or shelf) are included in the regional meal vendor contract, five (5) or more meals may be delivered at one time.
4. In areas subject to weather-related emergencies, individuals receiving daily prepared meals may be provided up to three (3) nonperishable meals at one time to each person who can safely store and prepare the meals. If such meals are also provided to group dining participants, the meals for those participants must be included in the contracted home-delivered meal units and charged either to OAA Title III-C-2 or to a State or local funding source. Units of service are considered delivered on the day meals are distributed to the participants and shall be reported for reimbursement on that day.
5. As a means of monitoring for quality assurance, the AAA/ADRC Director or designated appointee shall personally deliver a minimum of three (3) home-delivered meals from three (3) different home-delivered meal routes monthly. Any issues that arise from these monitoring visits shall be corrected within three (3) business days. A monthly report of these home visits, including the name of the staff member making the visit, shall be provided in writing to the LGOA during the monthly AAA/ADRC Directors' meeting. In the report, the AAA/ADRC Director shall guarantee that all services contracted with the provider/contractor, which are to be reimbursed by the LGOA, are in fact being provided according to OAA and LGOA standards. The AAA/ADRC shall use the *Monthly Home-Delivered Meal Monitoring Form* provided by the LGOA to report the home monitoring visits.
6. Each home-delivered meal service provider/contractor must:
   - have a program director who is responsible for all required activities;
   - have staff present at each location used for plating and/or packaging meals for delivery;
   - operate the program a minimum of 249 days a year;
   - use plating and packaging facilities approved by the AAA/ADRC in writing;
   - meet any existing Federal, State and local licensure, health, and safety requirements;
   - use volunteers to deliver meals to the homes to the maximum extent possible;
   - make appropriate referrals, with the consent of the older person or his/her representative, when conditions or circumstances are noticed that may place the older person or the household in certain danger;
   - have a written policy and plan in place regarding the distribution of meals to older persons in the event of a weather-related or other emergency;
   - provide nutrition education materials appropriate to improving an individual's nutritional risk score, as well as other information to assist participants in benefitting from other programs (nutrition education material shall be kept on file in the event the LGOA or AAA/ADRC request it); and
   - provide service to all areas of the region or the entire county in which they have contracted with the AAA/ADRC to serve.

P. Meal Service Provisions for Nutrition Services

1. Nutrition service providers/contractors must adhere to the current *LGOA Minimum Meal Bid Specifications* whether meals are provided through a regional vendor contract or prepared on-site.
2. Nutrition service providers/contractors must comply with all Federal, State and local health laws and ordinances concerning storage, preparation, handling, and serving of food. A registered dietitian shall review all menus and certify that they meet the nutrition requirements of the OAA Title III-C program. These menus shall be provided to the AAAs/ADRCs, kept on file, and made available to the LGOA upon request.

Q. Special Dietary Considerations

The special dietary needs of clients must be considered in all menu planning, food selection, and meal preparation. Religious, ethnic, or regional dietary requirements or preferences of the majority of a group of participants, whether served at a group dining site or receiving home-delivered meals, shall be reflected in the menu and meals served. Nutrition providers/contractors shall provide special menus, where feasible and appropriate, to meet the special dietary needs arising from these requirements.

In determining feasibility and appropriateness of providing meals for special dietary needs, the provider/contractor shall use the following criteria:

1. The providers/contractors shall verify that there are a sufficient number of persons who need the special menus to ensure that their provision is practical.
2. The providers/contractors shall ensure that appropriate foods and skills necessary to prepare the special menus are available in the planning and service area.
3. If a participant is required to follow a medically prescribed diet, written documentation from the individual's healthcare provider must be obtained prior to enrolling or continuing participation in the program. Written documentation from the healthcare provider must be updated annually and kept on file for review by the LGOA or AAA/ADRC if requested.
4. All current certified menus must be posted in an accessible and visible location in each group dining center, as well as at each place of food preparation and plating. The provider/contractor must abide by the certified menus. The Vendor or provider/contractor of food services may make changes to the certified menu only with prior approval from the AAA/ADRC. The AAA/ADRC shall state in its Area Plan how requests for menu changes are approved.
5. The AAA/ADRC shall obtain approval for menu changes from the registered dietitian on staff or a dietitian providing consultant services to the AAA/ADRC. For purposes of audit, each AAA/ADRC shall keep on file copies of certified menus used in the program for a period of one (1) year.
6. All food served by the vendor and provider/contractor must be from an approved source and be wholesome and of good quality. It must also be prepared in a facility that meets the requirements of the SCDHEC.

R. Modified, Therapeutic, and Nonperishable Meals

Meals in these categories, where feasible and appropriate, shall be available. Except as specifically noted, all standards and requirements applicable to regular group dining and home-delivered meals shall also apply to these meals.

1. Meals modified for health reasons may be provided if:
   - sufficient numbers of persons need modified diets to make provision practical;
   - the skills necessary to plan and prepare the menus are available in the area; and
   - the purchase of modified meals does not result in a significant reduction in the number of daily meals being provided.

   If an individual chooses the regular meal over a modified meal, even after modified meals are prescribed by the physician and offered by the provider/contractor, then that individual shall sign a form created by the provider/contractor releasing the provider/contractor from liability and any adverse consequences. A copy of this release form shall be properly stored in the event the AAA/ADRC or LGOA requests to review it.

2. Therapeutic meals may be provided for individual health reasons. Therapeutic meals shall meet all of the following requirements:
   - be limited to those included in a current *Dietetics Association Diet Manual* and approved by a registered dietitian;
   - be prepared under the supervision of a registered dietitian;
   - follow the standards set forth in the approved diet manual for food items;
   - not be required to meet thirty-three and one-third (33 1/3) percent of the DRI, if such a requirement would be a contraindication of the physician's written diet prescription and the therapeutic nature of the diet; and
   - include each participant's diet order, a daily individually written diet plan (including the participant's name and type of diet) attached to the meal at the time it is packaged and not removed until the meal is delivered or served.

3. Non-perishable meals consist of foods that will not spoil or deteriorate at room temperature, set by the most current Federal and State requirements and regulations of the South Carolina Department of Health and Environmental Control (SCDHEC) and United States Department of Agriculture (USDA). These meals must meet the one-third (1/3) Dietary Reference Intake (DRI) requirement, but are exempt from sodium restrictions; and the meals must be charged to OAA Title III-C-2. They may be used in three (3) situations:
   - emergency meals provided at the participant's home when daily prepared meals cannot be delivered due to bad weather or problems at the preparation or serving site, over holiday weekends, when the dining center is going to be closed for more than one weekday, or when the group dining program is cancelled for any reason;
   - shelf meals delivered to the home of a participant on a regular basis (usually a supply for 1-2 weeks) because daily delivery of hot meals is not feasible or the individual does not have the ability to store and prepare frozen meals; or

- emergency meals provided to group dining participants for use in weather related emergencies, such as hurricanes, floods, or ice, that cause group dining sites to close.

S. Special Meals

- Picnic meals may be served for special group events scheduled at locations away from the group dining site if, on the day they are to be consumed, the vendor has the capability to package and deliver them in a manner that shall maintain safe temperatures (adhering to current regulations set by the SCDHEC) until serving time. Such meals must meet the one-third (1/3) DRI requirement but are exempt from the sodium restrictions.
- Meals provided by local sponsors for holidays, special occasions, or other events are encouraged. These meals should be included in the AIM data collection system database as USDA-eligible, only when they meet all of the requirements of the OAA Title III C program specified below in Section T. Meals served at special events that do not qualify for USDA support through Nutrition Services Incentive Program (NSIP) because they do not meet all of the criteria for reimbursement shall be reported in AIM as meals ineligible for USDA. Units served to eligible individuals who participate only in special events and/or holiday meals shall be reported as served to guests over the age of sixty (60).
- Events should be scheduled in such a manner as not to interfere with the provision of group dining service unless the sponsored event includes a special meal for participants. OAA funds may not be used to buy supplemental food for a covered dish type luncheon; however, approved picnic meals may be ordered from the vendor and supplemented with commercially prepared refreshments served by a local sponsor.
- If the event does not include a meal, arrangements should be made to serve the OAA Title III C program meal before or after the event. Every effort should be made to accommodate home-delivered participants and group dining center participants not able to attend the special event by serving the regular meal, the special meal, or providing a non-perishable meal the day before the event.

NOTE: Nothing in this part prohibits a provider/contractor from planning group meals for other occasions or for other older adult groups; however, those meals may not be served in conjunction with or as a part of the program supported by Older Americans Act (OAA) or State funding.

T. United States Department of Agriculture (USDA) Support

The Lieutenant Governor's Office on Aging (LGOA) has an agreement with the United States Department of Agriculture (USDA) Food and Nutrition Service to accept cash in lieu of agricultural commodities under the Nutrition Services Incentive Program (NSIP). Meals purchased by the providers/contractors with funds other than Older Americans Act (OAA) may be reported to the LGOA.

Meal activity recorded in the system shall have a true check mark (in the activities setup) in order to track whether or not it meets all of the following qualifications under NSIP:

1. The meals are served to clients eligible under one (1) of the OAA provisions.
2. The meals provide one-third (1/3) Dietary Reference Intake (DRI).

3. The meals are served by a nutrition service provider/contractor of the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC).
4. No means test is applied to determine eligibility for the program supplying the meals.
5. The recipient is offered an opportunity to voluntarily contribute to the cost of the service.
6. If no payment is required from the participant or if the participant cannot pay for the meal and still receives it.

Meals served in the Title XIX Medicaid Waiver Program cannot be included in counts used to determine NSIP funding because Title XIX is means tested and does not allow contributions from participants. All cash received under the NSIP must be used to increase the number of OAA Title III C meals served and may not be used to supplant the costs paid by any funding source including OAA Title III C.

The LGOA shall disburse all funds received under the NSIP to the AAA/ADRC according to the requirements in the OAA. The AAA/ADRC shall distribute NSIP funds to nutrition service providers/contractors based on each provider's/contractor's proportion of the total number of eligible participant meals served in the region. NSIP funds shall be expended only for the purchase of vendor prepared meals or for purchase of USDA commodities and other food used by nutrition services providers/contractors who prepare OAA Title III meals on site.

The South Carolina Tax Code provides a sales tax exemption for meals or food items sold to public and nonprofit organizations for group dining or home-delivered meal services to certain populations. This sales tax exemption applies to all vendors and to public and nonprofit organizations preparing and serving meals to the designated populations. The sales tax exemption is linked to purchases allowable under the food stamp program. The OAA allows the use of food stamps by program beneficiaries for their contributions to the meals service.

U. Food Preparation and Handling

1. When an AAA/ADRC nutrition services provider/contractor prepares meals to be served at more than one (1) group dining site in their planning and service area, efforts should be made to have all meals prepared at one facility, then delivered to outlying group dining sites.
2. Provider/Contractor must abide, in all stages of the food service preparation, by all Federal, State, and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery systems used. Nutrition vendors and providers/contractors shall adhere to all South Carolina Department of Health and Environmental Control (SCDHEC) rules and regulations regarding food preparation, storage, temperature, and transportation, as well as any and all applicable State or Federal sanitation and safety standards.
3. Fire safety and sanitation inspections shall be conducted by appropriate entities. When deficiencies are found, the provider/contractor shall forward a copy of the inspection and a Corrective Action Plan (CAP) to the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC). All group dining sites having food prepared off-site must be inspected in accordance with SCDHEC regulations.

When food is prepared on-site, the frequency of inspections shall comply with the current SCDHEC regulations.

4. Staff working in the preparation and handling of food shall follow appropriate hygiene techniques and practices in accordance with SCDHEC regulations.
5. All foods shall be prepared and served in a manner that preserves optimum flavor and appearance, while retaining nutrients and food value. Standardized quantity recipes, adjusted to yield the number of servings needed, shall be used to achieve a consistent and desirable quality and quantity of meals.

V. Food Delivery – Home-Delivered Meals

1. Aging service providers/contractors providing home-delivered meals may use various systems of delivery. When serving hot daily prepared meals, only one (1) meal per day per client may be delivered.
2. When the provider/contractor is using frozen or shelf meals on a regular basis, or in emergency situations, more than one meal may be left for a participant, provided that proper storage and cooking equipment are available in the home, and the participant is able to prepare the meal(s) independently or with available assistance.
3. Meals shall be delivered directly to the participant and shall not be left at the door, or anywhere else, unattended.
4. Nutrition vendors and providers/contractors shall adhere to all South Carolina Department of Health and Environmental Control (SCDHEC) rules and regulations regarding food preparation, storage, temperature, and transportation, as well as any and all applicable State or Federal sanitation and safety standards.
5. Each delivery route shall be clearly established in writing and the carriers labeled for each route. All meals prepared daily shall be portioned and delivered promptly so as to maintain foods at the required temperature level, according to current regulations and requirements set by the SCDHEC.
6. All meals must be individually portioned. Cold and hot items must be packed in separate secondary insulated food carriers with tight fitting lids and transported according to time specifications in accordance with SCDHEC regulations. Each food carrier shall be tightly closed after each meal is removed. All food delivery carriers shall be made of non-porous material that can and shall be cleaned and sanitized on a regular basis.
7. On a monthly basis, there shall be at least one (1) test meal ordered for each corresponding delivery route. The temperature readings shall be tracked and maintained on file by the provider/contractor and made available for program monitoring.
8. Any time a route exceeds one-hour delivery time a test meal shall be checked to ensure that hot, cold, and frozen food is delivered at a temperature set by current SCDHEC regulations and requirements. The temperature readings shall be tracked and maintained on file by the providers/contractors and made available for program monitoring.
9. If a test meal fails to pass the temperature check, the driver shall contact the provider/contractor immediately to report the incident and to see what actions are necessary. The AAA/ADRC and provider/contractor shall have protocols in place to address meal safety and delivery temperatures based on SCDHEC regulations. Each AAA/ADRC shall include these protocols in its Area Plan.

10. The entity (either the AAA/ADRC or provider/contractor) that is responsible for the cost of the test meals shall be negotiated in the procurement contract.

W. Nutrition Services Food Safety Requirements

1. All foods purchased by, or contributed to, a nutrition provider/contractor must meet those standards of quality, sanitation, and safety that apply to foods that are purchased commercially as regulated by South Carolina Department of Health and Environmental Control (SCDHEC) and/or the United States Department of Agriculture (USDA).
2. Foods prepared or canned at home may not be used in meals provided under the Older Americans Act (OAA). Only commercially prepared or commercially canned foods that meet SCDHEC regulations and requirements may be used.
3. If individuals contribute fresh foods that require no preparation other than washing and slicing, such as fresh fruit, melons, or tomatoes, those foods may be served at the discretion of the provider/contractor.
4. Each Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) must develop clearly written policies for providers/contractors to follow when disposing of any leftover food.

X. Nutrition Services Site Safety Requirements

1. Group dining sites must meet all safety and health codes/regulations established by the Federal, State, and local governments including, but not limited to, the Administration on Aging (AoA), United States Department of Agriculture (USDA), South Carolina Department of Health and Environmental Control (SCDHEC), and Lieutenant Governor's Office on Aging (LGOA) as stipulated in contracts with the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC). All areas of the group dining sites shall be clean and have adequate lighting, heat, and ventilation. Group dining site kitchen and dining room doors, and windows that open, shall be equipped with screens.
2. Group dining sites shall meet appropriate standards for fire safety. Required exits shall be clearly identified, well lit, and free of obstacles/clutter. A sufficient number and correct type of fire extinguishers shall be strategically placed within the site. Inspections by local authorities must be made at least annually. Plans for corrective action, when necessary, must be implemented within 30 days.
3. Each group dining site shall contract for regular extermination service by a licensed exterminator or other individual certified by the State as a pest control operator.
4. SCDHEC is responsible for inspecting any facility used in food preparation. Each group dining site must receive a SCDHEC permit before operations begin. Catering and on-site preparation kitchens and storage areas shall be inspected by SCDHEC.
5. Group dining sites are required to maintain food at the mandated temperature, dispense food to group dining and homebound clients, and return utensils and containers to caterers for cleaning in accordance with all SCDHEC rules and regulations. The AAA/ADRC and provider/contractor shall review and stay current on SCDHEC rules and regulations and implement any changes accordingly.
6. The AAA/ADRC is required to conduct annual inspections of these facilities.
7. Detailed SCDHEC inspection reports must be kept by the provider/contractor for review by the AAA/ADRC and LGOA, if requested.

Y. Emergency or Unscheduled Closings
See Chapter 400, Section 409 of this Manual.

Z. Scheduled Holiday Closings
See Chapter 400, Section 409 of this Manual.

504: Disease Prevention and Health Promotion (DP/HP) Services

Title III-D of the Older Americans Act (OAA) was established in 1987. It provides grants to States and Territories based on their share of the population aged sixty (60) years and over for education and implementation activities that support healthy lifestyles and promote healthy behaviors. Health education reduces the need for more costly medical interventions. Priority is given to serving older adults living in medically underserved areas of the State or who are of greatest economic need.

OAA Title III-D is intended to initiate programs designed to help older adults prevent and/or manage chronic diseases and promote healthier lifestyles. Healthy aging reduces healthcare costs and increases quality of life for older adults.

Evidence-Based Programs (EBPs) are shown to be effective at helping participants adopt healthy behaviors, improve their health status, and reduce their use of hospital services and emergency room visits. Older adults are disproportionately affected by chronic disease. EBPs can mitigate the negative impact of chronic diseases and related injuries, such as falls.

EBPs empower older adults to take control of their health by maintaining a healthy lifestyle through increased self-efficacy and self-management. The OAA Title III-D EBP requirement was implemented in 2012.

The South Carolina Aging Network actively participates in the implementation of supportive services throughout South Carolina. As the administrator and steward of the OAA and its funds in South Carolina, the Lieutenant Governor's Office on Aging (LGOA) shall carry out a wide range of aging and disability functions. Using OAA and State funds, the Planning Service Area (PSA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) shall administer appropriate levels of services in their planning and service areas. The PSA Director shall provide direction to the AAAs/ADRCs for Disease Prevention and Health Promotion (DP/HP) Services operations in accordance with OAA and LGOA regulations and guidelines.

A. Planning and Service Area (PSA) & Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Disease Prevention and Health Promotion (DP/HP) Services Responsibilities:

1. All AAAs/ADRCs shall ensure that DP/HP Services' providers/contractors accurately input required client data into the AIM system, or any other required LGOA client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures, and specifications of the indicated aging program. AIM data must be submitted to the LGOA by the tenth (10th) day of the month. The LGOA shall not reimburse for any DP/HP service units deemed not earned.
2. The LGOA requires all providers/contractors to input client data into the AIM data collection system for the site that is providing the individual client with the service. Service units earned must be reported by the site providing the service. The AAAs/ADRCs shall accurately audit each site's activities and services monthly to ensure data integrity before reimbursement.

3. The LGOA requires all AAAs/ADRCs to have monitoring measures that validate and support the data provided by the providers/contractors submitted for reimbursement.
4. The AAA/ADRC must notify the LGOA in writing, within three (3) working days, when any amendments are made to a service provider's/contractor's procurement contract and provide assurances that all services units are being earned by the provider/contractor. If an AAA/ADRC fails to submit the amended contracts, they shall be deemed out of compliance, and funding shall be deemed not earned.

B. Lieutenant Governor's Office on Aging's (LGOA's) Standardized Earned Units of Service for Disease Prevention and Health Promotion (DP/HP) Services

1. **Routine Health Screening:** A unit of service is defined as one (1) participant receiving one (1) test, one (1) counseling, and/or one (1) referral.
2. **Nutrition Assessment, Counseling, and Follow-Up**: A unit of service is defined as one (1) staff hour (or portion thereof) with, or on behalf of, an individual participant. Partial units are reportable in 15 minute increments. NOTE: Required group nutrition education sessions at group dining centers are not to be counted as units of this service.
3. **Health Promotion**: A unit of service is defined as one (1) participant at one (1) event. (One group session attended by 23 people is 23 units of service.)
4. **Physical Fitness Programs**: A unit of service is defined as one (1) participant at one (1) session of exercise that lasts a minimum of 30 minutes, including time for warm up and cool down activities**.** NOTE: The individual participant is encouraged to choose the length of time he or she will exercise during each 30 minute session based on heart rate or other stress indicator.
5. **Home Injury Prevention and Control Services**: A unit of service is defined as one (1) staff hour per individual in-home assessment, with appropriate follow up, educational materials, or referral for assistance to correct the potential injury hazard. Partial units are reportable in 15 minute increments.
6. **Counseling**: A unit of service is defined as one (1) staff hour per individual. Partial units are reportable in 15 minute increments.

   General administrative activities related to this service such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service, but elements of total unit cost proposed.

C. Reimbursement for Service Units Earned:

1. If an AAA/ADRC fails to submit billing invoices for accurately verified DP/HP Services' service units earned, they shall be deemed out of compliance, and funding shall be deemed not earned.
2. The AAA/ADRC Director and the PSA Director shall provide the LGOA with a written plan, to be submitted in their Area Plan, which addresses how the AAA/ADRC shall ensure that DP/HP Services' providers/contractors are earning their units by abiding by the OAA and LGOA.
3. The LGOA shall not reimburse the AAAs/ADRCs for any service units not earned by the DP/HP Services' providers/contractors. Reimbursement payments shall be withheld by the LGOA if it is determined the service units have not been earned.

D. The AAA/ADRC may award OAA funds to provide DP/HP Services designed to achieve the following goals:

- maintain improved health;
- increase years of healthy life;
- reduce risk factors associated with illness, disability, or disease;
- delay onset of disease;
- minimize periods of disability;
- preserve functional capacity;
- manage chronic diseases; and
- prevent premature institutionalization. (**OAA 361**)

E. Persons Eligible for Disease Prevention and Health Promotion Services

Persons aged sixty (60) years or older are eligible to receive these services, but priority is given to targeted populations that reside in medically underserved areas such as:

- primary caregivers of eligible older persons who seek nutritional counseling and education services;
- older individuals who have the greatest economic and social needs for services;
- older individuals who are at increased risk of health impairment;
- older Individuals without access to other preventive and health maintenance services; and
- older individuals who live in rural areas.

F. Definitions of Allowable Disease Prevention and Health Promotion Services

The OAA, Section 102 (a)(14), defines the term "disease prevention" and "health promotion services;" the term "EBP" was added to Section 102(a)(14)(D) of the OAA in the 2006 Amendments.

1. **Routine Health Screenings**: Identification by healthcare professionals of a wide range of potential health risks, through testing, counseling, and referral. A unit of service is defined as one participant receiving one test, one counseling, and/or one referral.
2. **Nutrition Assessment, Counseling, and Follow-up**: Identification of risk factors, individualized counseling, appropriate referral, and follow-up. A unit of service is defined as one staff hour (or portion thereof) with, or on behalf of, an individual participant. Partial units are reportable in fifteen (15) minute increments. **(**NOTE: Required group nutrition education sessions at group dining centers are not to be counted as units of this service.)
3. **Health Promotion Programs**: Structured information and educational programs on health-related topics, designed to facilitate behavioral change, usually offered in group sessions by persons trained in the selected topic. A unit of service is defined as one participant at one event. (One group session attended by twenty-three (23) people is twenty-three (23) units of service.)
4. **Physical Fitness Programs**: Provision or coordination of programs for groups and/or individuals that increase cardiovascular fitness, bone density, muscle strength, flexibility, coordination, etc. A unit of service is defined as one participant at one session of exercise that lasts a minimum of thirty (30) minutes including time for warm-up

and cool-down activities. (NOTE: The individual participant chooses the length of time he/she will exercise during each thirty (30) minute session.)

5. **Home Injury Prevention and Control Services**: Programs designed to affect personal and environmental risk factors in the home, to educate residents about injury prevention, and to make referrals to address identified risks. A unit of service is defined as one staff hour per individual in-home assessment, with appropriate follow-up educational materials or referral for assistance to correct the potential injury hazard. Partial units are reportable in fifteen (15) minute increments.
6. **Counseling:** Services and appropriate follow-up offered by trained counselors, one-on-one, or in a group setting, to older persons who need help coping with physical, mental, and/or social problems associated with aging. A unit of service is defined as one staff hour per individual. Partial units are reportable in fifteen (15) minute increments.
7. **Medication Management:** Services designed to identify those at risk of over- or under-medicating with prescription medications, over the counter medications, and/or herbal remedies, and providing appropriate referral to a pharmacist or other healthcare professional for intervention. One unit of service is one intervention or assessment, with appropriate follow-up with educational materials or referral to a pharmacist or other healthcare professional.

G. Coordination with Other Programs

Each AAA/ADRC shall coordinate Disease Prevention and Health Promotion Services with other community agencies and volunteer organizations with similar program goals. This program coordination shall be detailed in the Area Plan.

H. Documentation of Disease Prevention and Health Promotion Services Activities

The AAA/ADRC shall require all providers/contractors to retain documentation of nutrition education, disease prevention, and health promotion activities conducted at group dining sites, senior centers, as well as those provided to homebound clients. The providers/contractors shall include all Disease Prevention and Health Promotion Services activities on their monthly calendars, and submit copies of all materials distributed to homebound clients and all descriptions of specific activities conducted to the AAA/ADRC on a quarterly basis. Disease Prevention and Health Promotion Services shall be discussed at the AAA's/ADRC's and providers'/contractors' regional quarterly meeting.

In order to comply with documentation requirements, providers/contractors shall:

- collect initial participant information required on the assessment;
- maintain "sign in" sheets to track earned units of service;
- document the progress of those participating in evidence-based DP/HP programs against the outcomes expected by such evidence.
- prepare incident reports of any injury or other unusual event that occurs during delivery of services, document follow-up, and keep these on file;
- at the provider's/contractor's office, keep documentation on file of the monthly DP/HP activities conducted at group dining centers, senior centers, or in other community locations, as well as those provided to homebound clients; and
- collect and protect contributions donated by participants or fees paid by private pay recipients. Record the amount collected each day and track it to deposit in the provider/contractor bank account.

I. Disease Prevention and Health Promotion Services Client Data Collection and Reporting

All AAAs/ADRCs must ensure that Disease Prevention and Health Promotion Services' providers/contractors accurately input required client data into the AIM system, or any other required LGOA client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures, and specifications of the indicated aging program. AIM data must be submitted to the LGOA by the tenth (10th) day of the month. The LGOA shall not reimburse for any Disease Prevention and Health Promotion Services' service units deemed not earned.

J. Disease Prevention and Health Promotion Services Funding

Older Americans Act (OAA) Title III-D programs help stimulate innovation by providing seed money to test new approaches and Disease Prevention and Health Promotion Services' activities. Disease Prevention and Health Promotion Services' programs help to attract younger, active senior adults through innovative fitness programs, health technology, and healthy aging screenings.

Partnerships to extend the reach of Disease Prevention and Health Promotion Services' programs shall include, but not be limited to, community health centers, mental health centers, State and local government agencies, centers for independent living, public health departments, State and local nonprofit organizations, and hospitals. Senior centers and group dining sites are key partners for implementation and consumer feedback for Disease Prevention and Health Promotion Services' programs.

K. Disease Prevention and Health Promotion Services Criteria Levels

The Administration on Aging (AoA) uses a graduated or tiered set of criteria for defining evidence-based interventions implemented through the OAA. Health promotion programs fall within three tiers as stated in AoA Program Instructions for Disease Prevention and Health Promotion Services. The criteria tiers are Minimal, Intermediate, and Highest-level. While the goal is for all OAA Title III-D activities to move toward the highest-level criteria, programs meeting the minimal or intermediate criteria meet current fiscal year requirements.

505: FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) POLICY

The National Family Caregiver Support Program (FCSP) was established in the 2000 reauthorization of the Older Americans Act (OAA) and updated in 2006 to help families sustain their efforts to care for an older relative who has a chronic illness or disability. FCSP funding enabled development of a statewide support system in 2002 to address the needs of family caregivers in South Carolina.

The South Carolina Aging Network actively participates in the implementation of supportive services throughout South Carolina. As the administrator and steward of the OAA and its funds in South Carolina, the Lieutenant Governor's Office on Aging (LGOA) shall perform a wide range of aging and disability functions. Using OAA and State funds, the Planning Service Area (PSA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) shall administer appropriate levels of services in their planning and service areas. The PSA Director shall provide direction to the AAAs/ADRCs for FCSP operations in accordance with OAA and LGOA regulations and guidelines.

To oversee and support statewide development of the FCSP, the LGOA shall establish and maintain the position of Family Caregiver Service Program Coordinator to work in partnership with the AAAs/ADRCs and the regional Family Caregiver Advocates (FCAs). The LGOA Family Caregiver Service Program Coordinator shall establish a close professional working relationship with the AAA/ADRC staff and shall directly monitor the regions through site visits, trainings, required update reports from the AAA/ADRC and all other necessary actions to ensure caregiving services are being provided.

A. Planning Service Area (PSA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Family Caregiver Support Program (FCSP) Responsibilities:

1. The AAA/ADRC shall establish a FCSP plan to include a budget, timeline, outcomes, and measures as part of its Area Plan. In the plan, the AAA/ADRC shall address the method for providing consumer choice within its planning and service area. In developing this section of its Area Plan, the AAA/ADRC shall consult with appropriate organizations, such as regional Alzheimer's Association Chapters, Community Long Term Care (CLTC) area offices, area Mental Health centers, respite care providers, Independent Living Programs (ILP), local Department of Disabilities and Special Needs (DDSN) boards, and similar organizations active in the region. The AAA/ADRC shall make a written report to the LGOA FCSP Coordinator, ensuring that coordination with appropriate organizations and outreach is occurring. The FCSP plan shall also address the needs of grandparents and older relatives raising children.
2. As part of its Area Plan, the AAA/ADRC shall develop specific protocols and procedures regarding the methods used to determine and document caregiver eligibility and the protocols and procedures used to prioritize competing caregiver requests for services. These written protocols and procedures shall be provided to the Family Caregiver Support Program Coordinator in the LGOA. The AAA/ADRC shall review these protocols and procedures annually and provide updates to the LGOA Family Caregiver Support Program Coordinator as required.
3. Each AAA/ADRC shall employ a full-time Family Caregiver Advocate (FCA) to play an active role in leveraging existing resources, developing partnerships, identifying and responding to caregiver needs, linking caregivers to community resources and services, developing needed community resources, expanding successful services, and evaluating the program on an ongoing basis to guide continued development and improvements in the program. The AAA/ADRC can establish the position using the allocated planning and administration funds to cover the administrative duties of the advocate and a portion of the FCSP service funds to cover the activities that provide assistance to caregivers directly, or through establishment of needed resources and service partnerships.
4. The AAAs/ADRCs shall require Family Caregiver Advocates to input client service data into the appropriate LGOA approved client data tracking systems, following the policies and procedures of OLSA and AIM. These systems should be utilized to capture client data, record contacts, and to develop reports. The data shall be inputted in a timely and accurate manner as required by the LGOA. OLSA data shall be inputted (by an AIRS Certified Specialists) by the tenth (10th) day of the following

month. Data cannot be inputted or changed after the deadline. The LGOA will not reimburse for service units deemed not earned.

5. The AAAs/ADRCs shall have monitoring measures that validate and support the data submitted to the LGOA for reimbursement.
6. The AAA/ADRC shall establish policies that address any limits set on financial awards to caregivers regarding supplemental services. If caregiver waivers of regional policies are allowed, the process used to request, grant, or deny such caregiver waivers shall be documented. To assure accountability, there should be procedures to process financial requests and maintain records. These policies also should address the methods used to allocate services across the region.
7. The AAA/ADRC shall establish an evaluation process to track progress toward development of partnerships, leveraging of resources, and performance outcome measures (developed through the Federal Performance Outcome Measurement Project consumer satisfaction survey).
8. The AAA/ADRC shall develop and maintain policies and procedures to ensure that confidentiality and security of the regional data is protected. The AAA/ADRC shall also establish security measures to ensure that confidential information sent is protected, as required by the Health Insurance Portability and Accountability Act (HIPAA).
9. The AAA/ADRC shall establish written policies and procedures in order to process financial requests and maintain records.

B. Family Caregiver Support Program (FCSP) Definitions and Eligibility

1. Definitions

Child: An individual not more than eighteen (18) years of age or an individual nineteen (19) years of age or older with a disability.

Family Caregiver: An adult family member, or another individual, who is an "informal" provider of in-home and community care to an older individual. "Informal" means that the care is not provided as part of a public or private formal service program.

Grandparent or older individual who is a relative caregiver of a child: A grandparent, step-grandparent, or other relative of a child by blood or marriage or adoption, who is fifty-five (55) years of age or older, and who:

- lives with the child;
- is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
- has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally. (**OAA 372(a)(2)(A through C)**)

2. Eligibility

Persons who are eligible for respite services that are reimbursable through Federal or State funding include:

- caregivers of persons of any age who have Alzheimer's disease or a related disorder;
- persons over age fifty-five (55) serving as the primary caregiver for a child as defined above; and

- caregivers of persons age sixty (60) or older who need supervision or assistance with at least two (2) activities of daily living.

C. Authorization for Family Caregiver Support Program (FCSP) Services

The AAA's/ADRC's Family Caregiver Advocate (FCA) and the caregiver shall meet to determine the caregiver's needs. Once these needs are determined and approved, a caregiver shall be given a letter of authorization, sometimes referred to as a respite voucher, which shall specify the services authorized, the dollar amount allotted for these services, and the time period in which the money must be spent. In order to be reimbursed, the caregiver must submit authorized reimbursement receipts to the AAA/ADRC. Each AAA/ADRC sets its own protocols and procedures for voucher reimbursement.

D. Lieutenant Governor's Office on Aging (LGOA) Reimbursement for Family Caregiver Support Program (FCSP) Service Units Earned:

1. One (1) unit of service is one (1) hour of respite care.
   NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service, but are elements of total unit cost.
2. If an AAA/ADRC fails to submit billing invoices for accurately verified FCSP service units earned, they shall be deemed out of compliance and funding shall be deemed not earned.
3. Reimbursement payments shall be withheld by the LGOA if it is determined the FCSP service units have not been earned.

E. Older Americans Act (OAA) Title III-E Priority in Providing Family Caregiver Support Program (FCSP) Services

Priority shall be given to:

- family caregivers who provide care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction;
- grandparents or older individuals, who are relative caregivers, who provide care for children with severe disabilities (**42 U.S.C. 3030**);
- 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
- older individuals providing care to individuals with severe disabilities, including children with severe disabilities.

F. Family Caregiver Support Program (FCSP) Annual Assessment and Priority Questions

1. Caregivers receiving consumer-directed respite or supplemental services shall be assessed annually, and the assessment shall be documented in AIM. Priority shall be given to caregivers with the greatest need, and a priority score for each caregiver shall be recorded in AIM. Priority screening shall be part of the annual process and shall determine which caregivers receive FCSP consumer-directed funding.
2. While many of the family caregivers in our State may qualify for the FCSP, the number of family caregivers actually served is contingent on the amount of funding available from Federal and State sources. In order to prioritize among the many thousands of qualified family caregivers in our State and identify those with the

greatest needs, as defined by Administration on Aging (AoA), a set of weighted Caregiver Program Priority Questions have been developed and piloted by the South Carolina Family Caregiver Advocates (FCAs). As answers to Priority Questions are entered into AIM, priority scores shall be generated for each caregiver. Each AAA/ADRC shall use the Priority Score to determine who shall receive services and who shall be placed on a waiting list. NOTE: The new Priority Questions are currently in use as a paper tool in parts of the State and will become mandatory data requirements when the questions and scoring system have been implemented in AIM. The Priority Questions shall replace most of the current FCSP assessment questions.

G. Statewide and Regional Family Caregiver Support Program (FCSP) Goals

The FSCP shall be administered via the statewide FCSP Coordinator and regional family caregiver advocates to achieve the following goals:

- improve quality and availability of information to families and caregivers;
- improve ease of access to existing services;
- increase options for respite care;
- increase availability of support groups, caregiver training, and peer support options; and
- increase consumer choice.

H. Family Caregiver Support Program (FCSP) Required Services

The National Family Caregiver Support Program (FCSP) specifies five (5) required categories of service. Each AAA/ADRC is required to build a system to be performed by the Family Caregiver Advocate (FCA) who shall ensure that all five (5) categories of services are available throughout the planning and service area. Detailed specifications regarding the FCSP shall be outlined in the AAA's /ADRC's Area Plan. Within each of the five (5) service categories, multiple service activities are allowable under OAA Title III-E funded FCSP. These five (5) required services are as follows:

1. Information to Groups

Examples of activities in this category may include:

- outreach and information to caregivers about available services;
- presentation of information to community organizations and groups;
- public service announcements;
- newspaper articles related to family caregiving;
- publicity campaigns;
- appearances on radio, television programs, and talk shows;
- development of educational programs/curricula;
- workshops in senior housing communities; and
- provision of caregiver information through health fairs, faith communities, and other information sharing techniques.

2. Assistance to Caregivers in Gaining Access to Services

Examples of activities in this category may include:

- provision of information on a one-to-one basis (in person, by phone, or other means) to help the caregiver gain access to long term care services for the care recipient;
- operation of a telephone help line;

- provision of information and referral/assistance services to caregivers;
- assistance with benefits screening and eligibility assessments;
- help for caregivers in assessing needs and problems;
- assistance in accessing desired services;
- development of additional resources;
- help for caregivers to develop an emergency plan; and
- development of a lending library of multi-media resource materials for caregivers.

3. Individual Counseling, Support Groups, and Caregiver Training

Examples of activities in this category may include:

- development of caregiver support groups;
- assistance in developing disease specific support groups;
- establishment of support groups for grandparents or older relatives raising grandchildren;
- provision of programs on legal issues for grandparents raising grandchildren;
- coordination and sponsorship of caregiver training events for family caregivers on care techniques, self-care, stress reduction, and transfer techniques;
- counseling for caregivers on end-of-life issues;
- consultation with homebound families to train and educate them about available resources;
- initiation of peer support programs with trained peer counselors;
- establishment of workplace caregiver support programs; and
- sponsorship of caregiver conferences and other counseling, training, and support group services.

4. Respite Services

Examples of activities in this category may include:

- encouragement for utilization of the Brookdale Foundation's model social respite care;
- promotion of institutional respite for overnight or week-end respite;
- assistance for caregivers to identify and to develop respite options within their own communities;
- provision of access to emergency respite care; and
- promotion of short-term respite options (escape weekends, camps, and retreats).

The purpose of respite services is to provide short-term relief to caregivers. Respite services are person-centered and may include in-home respite care or out-of-home/ group respite care (including adult day care or adult day health care centers). Under a person-centered system, the caregiver chooses the providers of any respite services.

5. Supplemental Services

Examples of supplemental services may include providing assistance in obtaining the following:

- incontinence items;
- adaptive clothing;
- personal emergency response units;

- assistive technology;
- environmental modifications; and
- nutritional supplements.

Each time funding for supplemental services is authorized, the Family Caregiver Advocate (FCA) must document this service with a brief note in the AIM system.

I. Trained Volunteers to Expand Family Caregiver Support Program (FCSP) Services

1. In executing the FCSP, each AAA/ADRC shall make use of trained volunteers and community partnerships to establish needed resources and services and link caregivers to existing services. The AAA/ADRC shall expand the provision of FCSP services and, if possible, work in coordination with community organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National Community Service) in community service settings. (**OAA 373(d)**)
2. The AAA/ADRC shall provide the LGOA FCSP with quarterly reports, or as requested, on its volunteer and community outreach efforts.

J. Conditions on Older Americans Act (OAA) Title III-E Family Caregiver Support Program (FCSP) Funding

1. The Administration on Aging (AOA) limits spending for supplemental services to twenty (20) percent of OAA Title III-E funding. Spending for grandparents and older adult relatives raising grandchildren is limited to ten (10) percent of OAA Title III-E funding. The AAA/ADRC is allowed no more than ten (10) percent of the regional allocation of FCSP funds for planning and administration activities related to the FCSP. The LGOA expects a minimum of five (5) percent of caregiver-directed service dollars to be allocated to grandparents or older relatives raising children.
2. The FCSP requires a twenty-five (25) percent non-Federal share for both administrative costs and services delivered under the program. As with all resources provided under the OAA, the LGOA assures that FSCP funds shall be used to establish new caregiver services and shall not be used for existing services. FCSP shall supplement (and not supplant) funds previously applied to support caregivers.

K. Family Caregiver Support Program (FCSP) Partnership Development

1. The LGOA requires the AAA/ADRC to coordinate their activities with appropriate organizations.
2. The AAA/ADRC shall identify and build upon existing resources and activities within the region, and establish a Memorandum of Agreement (MOA) with each entity that is essential to executing the regional FSCP plan. These interagency agreements shall guarantee that existing services are used first to ensure that FCSP services are not supplanting existing resources.
3. The AAA/ADRC shall provide the LGOA Family Caregiver Support Program Coordinator with an annual update outlining these partnerships with other organizations.

L. Advisory Committee for the Family Caregiver Support Program (FCSP)

The AAA/ADRC shall maintain a regional caregiver program advisory committee to support ongoing activities and new program development. The advisory committee shall

include representatives from community organizations, service provider agencies, contractors, volunteer organizations, and faith-based communities. In addition, the committee members shall include caregivers or former caregivers and at least one grandparent or older relative caring for a child, and whenever possible, caring for a child with intellectual and/or developmental disabilities. The cultural diversity of the community shall be reflected in committee membership; each county in the region shall have representation. This committee shall include at least one person who is a member of the Regional Aging Advisory Council and shall act as liaison to the Regional Aging Advisory Council. Meeting minutes showing discussion of caregiver issues, program activities, and development of new resources and partnerships shall demonstrate progress toward both the Area Plan and the FCSP goals and outcomes. Copies of the minutes shall be provided to the LGOA FCSP Coordinator.

M. Family Caregiver Support Program (FCSP) Data Collection, Records, and Record Keeping

The LGOA shall work closely with the AAA/ADRC in devising, implementing, and maintaining a system for data collection and reporting to help document achievements of this program. Documentation shall cover the following program components:

- expenditures for the five (5) service categories;
- contact and intake data; and
- earned service units and people served in each service category.

506: Multi-purpose Senior Center Construction, Expansion, and Repair: Permanent Improvement Project Grants (PIP)

A. Permanent Improvement Project (PIP) Background

In 1991, the South Carolina General Assembly established the Senior Center Permanent Improvement Project (PIP) and appropriated $948,000 per year from State Bingo tax and licensing fee revenues to fund a list of seventy-four (74) specifically identified capital improvement projects. The total amount of funding required to complete these projects was reached in the year 2000.

The original legislation was amended by the General Assembly in 1997 to continue the program beyond the original list. The Lieutenant Governor's Office on Aging (LGOA) was given responsibility for developing an ongoing process to select and fund applications for senior center capital improvement projects. The resulting procedures created a competitive grant process for securing Senior Center PIP funds:

1. PIP funds are available only for permanent improvements to multi-purpose senior centers. Examples of allowable expenditures include construction, renovation, expansion, or acquisition of a facility, as well as emergency repairs necessary to protect the integrity of the building or the safety and security of the staff and older adults in the facility. PIP guidelines do not allow expenditures for architectural, engineering, and planning expenses; or general operations, furnishings, supplies, vehicles, or office equipment.
2. The PIP applicant must be a nonprofit entity (public, private, or governmental) recognized by the LGOA as a provider of services to older adults in South Carolina's aging network. While national senior center certification is not required, the applicant shall ensure that the PIP multi-purpose senior center meets the established standards

set by the National Council on Aging (NCOA) and the National Institute of Senior Centers (NISC).

3. The applicant must be able to provide funds for the operation of the multi-purpose senior center and assure that the activities included in the definition of multi-purpose senior centers in the NCOA and NISC standards are strictly followed and enacted in daily operations of the PIP multi-purpose senior center.

B. Permanent Improvement Project (PIP) Application Process

1. PIP Grant Applications shall be accepted and grants shall be awarded through an annual competitive process by the LGOA during the month of February. The PIP grant application shall be made available to the public on the LGOA website, or upon request from the PIP Coordinator. After completing the application, PIP applicants shall provide the required signed copies and documentation (financial, program, and service information) to the AAAs/ADRCs for review and evaluation.
2. The AAA/ADRC shall review each PIP application and, if approved, the AAA/ADRC Director shall forward the required number of copies of the completed application, signed by the applicant and the Planning Service Area (PSA) Director, to the PIP Coordinator.
3. PIP grants may pay no more than $350,000 of the cost of construction or acquisition of a facility with a local match required. The total PIP construction or acquisition grant is made up of seventy (70) percent Bingo revenue and thirty (30) percent local (match) resources of cash or third party in-kind contributions.
4. Renovation and expansion PIP grants are made up of eighty (80) percent Bingo revenue and twenty (20) percent local (match) resources of cash or third party in-kind donations.
5. PIP grants for emergency repairs are made up of ninety (90) percent Bingo revenue and ten (10) percent local (match) resources of cash or third party in-kind contributions. Emergency repair grants are not competitive and shall be awarded only if the balance in the PIP account is sufficient to meet the obligations made through the most recent competitive procurement grant cycle.
6. The total dollar amount awarded in each grant cycle shall vary depending on the number of applications received, the dollar amounts requested in the applications, and the amount of funds available in the restricted PIP account.
7. When a PIP grant application is approved, a Notice of Grant Award (NGA) shall be signed between the LGOA and the AAA/ADRC. The LGOA shall provide funds to the AAA/ADRC, and the AAA/ADRC shall reimburse the PIP recipient directly. The PIP recipient is required to provide proof (receipts and contracts) that the work being invoiced has been completed.

C. Overview of the Grant Process

1. PIP applicants and AAAs/ADRCs must follow the policies and procedures found in the Senior Center Permanent Improvement Program Grant Application Package, which is updated annually or as needed by the LGOA. Interested applicants are provided a copy of the grant application package when requested, or it can be found on the LGOA website.

2. The LGOA reserves the right to revise the PIP Grant Application Package as needed. Revisions may be made if there have been any legislative changes or mid-year budget actions that impact LGOA PIP funding.
3. Current PIP recipients shall be notified of any changes made to funding due to legislative changes or budget cuts.
4. After the PIP grant has been awarded, the recipient shall have thirty (30) days from the award date to provide the AAA/ADRC and LGOA with all necessary Contract Forms (C-Forms) found in the PIP Grant Application Package. The C-Forms must be sent to the AAA/ADRC for review before being provided to the LGOA PIP Coordinator. Upon receipt of the C-Forms, the LGOA PIP Coordinator shall issue a Notice of Grant Award (NGA) signed by the LGOA Director and the PSA Director.
5. Once the NGA has been fully executed, the PIP recipient can begin invoicing the AAA/ADRC for PIP reimbursement funds for construction expenses incurred during the grant period.
6. During the grant period, the PIP recipient shall provide quarterly project updates to the AAA/ADRC (which provides copies to the LGOA PIP Coordinator). These quarterly updates must be sent in March, June, September, and December until the project is closed by the LGOA.
7. The PIP project file shall not be closed until the recipient provides the AAA/ADRC with the necessary final C-Form documentation and photos necessary to officially close the project. The AAA/ADRC shall provide the LGOA PIP Coordinator with a copy of the final documents and pictures.
8. Since the PIP Notice of Grant Award (NGA) is between the AAA/ADRC and the LGOA, and not the PIP applicant/recipient, the AAA/ADRC is responsible for meeting deadlines established through the PIP application and NGA.

   NOTE: The AAA/ADRC is responsible for closely monitoring the grant period to ensure that the PIP NGA does not end before the project is completed. Once the NGA (grant period) has expired, the LGOA is not responsible for making final payments to the AAA/ADRC on behalf of the PIP applicant/recipient. The grant period is often different than the budget year. If a waiver is necessary, the AAA/ADRC must make the request at least thirty (30) days before the grant period ends using the policies and procedures found in this Manual and in the PIP Application.

D. PIP Extensions

1. Extensions to PIP NGA grant periods shall be made only in the event of unexpected circumstances such as an act of nature or unavoidable construction delay. No extensions shall be made due to lack of funding. PIP recipients should keep the AAA/ADRC and LGOA PIP Coordinator apprised of all construction or project-related issues in their quarterly reports to avoid surprises in case an extension is requested by the recipient.
2. Extensions shall be granted only for a six (6) month period. If an extension is needed, the PIP recipient must notify the AAA/ADRC within thirty (30) days prior to the end of the NGA Grant Period using the LGOA PIP Extension Request Form. The AAA/ADRC shall provide the LGOA with a copy of the request. In addition, the PIP recipient shall complete a new PIP application, providing updated timelines and new

project narratives detailing all changes made to the scope of the project before a new NGA can be signed.

E. Responsibilities of the Recipient and AAA/ADRC after PIP Project Completion

The LGOA sets forth requirements that must be met after completion of a PIP project. These requirements are as follows:

1. LGOA shall retain a reversionary interest in the facility for twenty (20) years.
2. LGOA shall require that the building operate as a senior center for twenty (20) years during the reversionary period.
3. Applicants shall be required to maintain an escrow account to cover unexpected expenses and repairs during the reversionary period.
4. The AAA/ADRC, serving as the project's sponsor, shall retain all files related to the project for a minimum of ten (10) years.
5. The applicant shall adhere to the national standards established by the NCOA and NISC for required services and programming at a multi-purpose senior center during the twenty (20) year reversionary period.
6. The PIP recipient must assure that a broad spectrum of services for seniors shall be available at the senior center at least five (5) days per week, excluding holidays, and that the array of services, whether provided directly by the PIP recipient or by other community programs or individual contractors, shall include health, social, nutritional, educational, and recreational programs.
7. The PIP recipient shall schedule a variety of activities and programs at the senior center for a minimum of six (6) hours every weekday. The minimum operating hours may include activities that occur in the evening. The limit does not apply to any activities that may be scheduled on the weekend, in addition to weekday activities.
8. The PIP recipient shall provide the AAA/ADRC with a brief annual summary or report of activities, services, and programs provided at the senior center. The AAA/ADRC shall provide the LGOA with a copy of this report by December 31 annually during the twenty (20) year reversionary period.

507: Scheduled and Unscheduled Suspension of Aging Services Operations

See chapter 400, section 409 of this Manual: *Scheduled and Unscheduled Closing of Aging Services Operations* for the policies and procedures to be followed.

CHAPTER 600: STATE FUNDED IN-HOME AND COMMUNITY-BASED SERVICES

601: Purpose of State Funded In-Home and Community-Based Services

This Chapter sets forth specific policies and procedures that the Lieutenant Governor's Office on Aging (LGOA) follows in planning and administering State funded In-home and Community-Based Services.

602: Source of Funds

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) must award State Home and Community-Based Services funds allocated by the LGOA to maintain services to functionally impaired older persons and provide other community-based services needed within the region. Bingo revenues derived from operator license fees and admission taxes paid to the SC Department of Revenue (SCDOR), is another source of funding for Home and Community Based Services (HCBS). All services provided with State funds, regardless of the source, must serve those individuals aged sixty (60) and above, and comply with all State program and fiscal requirements.

A. In-Home and Community-Based Services

State Home and Community-Based Services revenue is appropriated as "Aid to Subdivisions" to the LGOA. It is from this source that funds are awarded to AAAs/ADRCs to procure services for home-bound individuals and services that are available to older individuals in the community.

B. Bingo

From the annual revenue derived from Class B bingo license and admissions taxes, $948,000 is set aside for Senior Center development. This portion of revenue is distributed through a competitive grant process. In addition, the LGOA receives $600,000 to allocate to the AAAs/ADRCs according to the formula found in the State Code. The AAAs/ADRCs must use this revenue to purchase in-home and community-based services in each county.

603: Persons Eligible for Services

Any older person may receive community-based services. "Functionally impaired" means physical or mental limitations that restrict a person's ability to perform the activities of daily living. "Older person" means any person sixty (60) years of age or older.

Priority shall be given, without regard to income, to those functionally impaired persons who:

- are 75 years of age or older;
- lack adequate social support; and
- are ineligible for services under the Community Long Term Care Program (CLTC).

"Inadequate social support" refers to an absence of support from relatives, neighbors, church members, etc., who can ensure the activities of daily living or the instrumental activities of daily living are performed.

604: Definition of Allowable Services

Services that may be funded with State General Revenue include:

- adult day care;
- chore maintenance;
- group dining;
- home-delivered meals;

- home safety assessments;
- homemaker;
- housekeeping;
- medication management;
- transportation
- minor home repairs; and
- any service approved through the Area Plan process.

The AAA/ADRC may not use any Bingo or General Revenue service funds for administrative costs of the program.

605: Allocation of State Funds

The method of allocation is different for each source of State funds.

1. **Home and Community Based Services Funds**
   These funds are allocated by the LGOA to each AAA/ADRC according to the intrastate funding formula used for Title III funding. The AAA/ADRC allocates funds according to the intrastate funding formula to provide the services specified in their area plans.

2. **Bingo**
   These funds are allocated by the LGOA according to the formula, as specified in the authorizing legislation – Code of Laws of South Carolina 1976, as amended, Section 12-21-4200:
   a. one-half of the funds shall be divided equally among the forty-six (46) counties; and
   b. the remaining one-half shall be divided based on the percentage of the county's population aged sixty (60) or above, in relation to the total State population aged sixty (60) or above, using the latest United States Census Bureau information.

The aging service providers/contractors receiving these funds must be agencies recognized by the Lieutenant Governor's Office on Aging (LGOA) and the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs).

606: Coordination with Other Programs

Services funded by Bingo fees and State Home and Community Based Services Funds shall be coordinated with services funded by other Federal sources, including the Older Americans Act (OAA). Each Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) shall require providers/contractors who provide services under both Title III and State sources to develop and follow a written methodology for determining which program beneficiaries receive service under each program.

AAAs/ADRCs shall require providers/contractors of State services to assign those allowable service units to specific individuals. These services compliment the other services funded through the Lieutenant Governor's Office on Aging (LGOA). State funds may not be used to supplant any other funds. If a provider/contractor offers the same service both with State funds and other sources of funds, then:

- the client is eligible for services from an alternative funding source; and
- the alternative funding source must be used if that funding is available (not already filled to capacity).

607: Fees for Services

Fees are defined as legal obligations of payments for services provided. All fees collected must be used for the expansion of State services. Policies and procedures in Section 305 of this Manual apply to the State program.

CHAPTER 700: SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP)

This Chapter of the Manual describes the Senior Community Services Employment Program (SCSEP) and specifies procedures to be followed by applicants who wish to receive employment assistance.

701: Purpose of the Senior Community Services Employment Program SCSEP Program

Senior Community Services Employment Program (SCSEP) is designed to provide, foster, and promote useful part-time employment opportunities in community service projects for low-income persons who are fifty-five (55) years of age or older and, to the maximum extent possible, assist and promote the transition of these enrollees to private or otherwise unsubsidized employment. The program is designed to provide eligible persons who enroll in an approved project the following benefits:

- wages and fringe benefits;
- restorative experience of community service work;
- renewed sense of personal value arising from involvement with the community and being in the mainstream of life;
- acquisition or revitalization of specific job skills through limited pre-job training and continued training on-the-job;
- upgrading of job-seeking skills;
- yearly physical examinations;
- assistance with personal and job-related problems through counseling and referral to appropriate human service agencies;
- provision of important consumer-related information in areas such as Social Security benefits, income tax requirements, nutrition, personal health, etc.; and
- assistance in finding placement into the labor market.

The program is also designed to provide benefits to communities. Projects shall provide the communities in which they operate with a federally subsidized pool of manpower that can be drawn upon to upgrade existing human services or to establish new ones. It is not intended that this pool of manpower be used to displace already employed workers, to provide services or perform work assignments that mainly benefit private, profit making organizations, or to construct highways. Projects shall enable communities to enhance or establish human service activities that could not normally be enhanced or established through currently available regional resources.

702: Eligible Senior Community Service Employment Program (SCSEP) Activities

Community service projects are required to obtain, and place enrollees in, job positions that provide a community service. "Community Service" is understood to mean:

- social services;
- health services;
- welfare services;
- educational services;
- legal and other counseling services and assistance;
- tax counseling and assistance;
- financial counseling;

- library services;
- recreational and other similar services;
- conservation services;
- maintenance or restoration of natural resources;
- community betterment or beautification;
- antipollution and environmental quality efforts;
- weatherization activities;
- economic development; and
- any other type of service that the LGOA may include in a subproject agreement.

SCSEP service projects exclude building or highway construction (except that which is normally performed by the project sponsor) and work that primarily benefits private and for profit organizations.

703: Allocation of Senior Community Services Employment Program (SCSEP) Slots

The total number of Senior Community Services Employment Program (SCSEP) slots allocated to South Carolina is determined by the United States Department of Labor (USDOL). The information is then distributed to the Lieutenant Governor's Office on Aging (LGOA) and National Contractors by a formula, which takes into consideration the proportion of the number of eligible persons in each area to the total number of such persons in the State.

The LGOA will meet together with SCSEP providers/contractors to distribute employment slots in an equitable manner throughout the State. Efforts are made to avoid duplication and to ensure that some employment opportunities are available in each county. The LGOA takes the lead responsibility in this effort and then continues to work with providers/contractors throughout the year to improve efforts being made to achieve the goals of the SCSEP. Principles for allotment of employment slots are as follows:

- retain all current enrollee slots;
- assign "new" slots to under-served areas; and
- assign any additional temporary slots to areas that maintained enrollment levels in the previous year.

704: Procurement of Senior Community Service Employment Program (SCSEP) Providers/Contractors for Program Operations

The Lieutenant Governor's Office on Aging (LGOA) competitively procures the Senior Community Service Employment Program (SCSEP) operations and services in the State of South Carolina. The LGOA is responsible for the performance of the providers/contractors and works closely with them to ensure program performance goals are met and seniors are served.

The providers/contractors shall be required to follow all Federal and State regulations and codes, including those of the United States Department of Labor (USDOL) and the LGOA. The LGOA Program Manager shall programmatically monitor the compliance of SCSEP providers/contractors with LGOA and USDOL policies and procedures. In addition, the LGOA Finance Division shall monitor SCSEP providers/contractors through an annual fiscal review and review of all audits submitted.

705: Operational Requirements

The providers/contractors must operate an approved subproject in accordance with the general requirements of this Manual, the Lieutenant Governor's Office on Aging (LGOA) Senior

Community Service Employment Manual (SCSEP) Manual, and the following Federal regulations:

- SCSEP Regulations (20 CFR, Part 674, Sub-part C-Project Operations); and
- fiscal requirements (CFR, part 29-7.206, Matching Share).

Reporting forms, payment invoices, and other applicable forms and instructions that are provided by the LGOA must be used by the providers/contractors.

CHAPTER 800:ELDER RIGHTS ADVOCACY (LONG TERM CARE OMBUDSMAN PROGRAM (LTCOP) AND LEGAL ASSISTANCE)

The purpose of this chapter is to define Elder Rights Programs that are administered statewide in South Carolina and to delineate the Federal and State statutory mandates and responsibilities that are administered under the direction of the State Long Term Care Ombudsman (SLTCO).

For purposes of this section, "long term care facility" means any:

- skilled nursing care facility as defined in Section 1819(a) of the Social Security Act;
- nursing facility as defined on Section 1919(a) of the Social Security Act;
- community residential care facility licensed by the State;
- psychiatric hospital;
- rehabilitation facility; or
- facility operated or contracted for operation by the State Department of Mental Health (SCDMH) or the South Carolina Department of Disabilities and Special Needs (SCDDSN). (See **S.C. Code Ann §43-35-5 et seq. and §43-38-10 et seq.**)

801: Purpose and Authority of the Long Term Care Ombudsman Program (LTCOP)

A. Purpose of the Long Term Care Ombudsman Program (LTCOP)

The South Carolina Long Term Care Ombudsman Program (LTCOP) seeks to improve the quality of life and quality of care for residents of long term care facilities through advocacy for residents. The LTCOP serves as a point of entry where complaints made by or on behalf of residents in long term care facilities can be received, investigated, and resolved. Additionally, the LTCOP identifies problems and concerns of residents receiving long term care services and recommends changes to improve the quality of care.

B. Authorization for the Long Term Care Ombudsman Program (LTCOP)

The South Carolina Long Term Care Ombudsman Program (LTCOP) is authorized under the Federal Older Americans Act (OAA) of 1965 and the South Carolina Ombudsman Act (Investigation of Health Facilities by Ombudsmen), Chapter 38. The South Carolina Omnibus Adult Protection Act, Chapter 35, further enables the protection of the health, safety, welfare, and rights of residents of long term care facilities.

1. Older Americans Act (OAA) Authorization

   The State Long Term Care Ombudsman (SLTCO) has established procedures to ensure that representatives of the State Long Term Care Ombudsman (SLTCO) office shall have authority to:

   - provide services to protect the health, safety, welfare and rights of residents;
   - ensure that residents in the service area of the entity have regular, timely access to representatives of the program and timely responses to complaints and requests for assistance;
   - identify, investigate, and resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents;
   - represent the interests of residents before government agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents;
   - support the development of resident and family councils; and
   - carry out other activities that the Ombudsman determines to be appropriate. (**OAA 712**)

2. South Carolina Omnibus Adult Protection Act
In 1993, the General Assembly found it necessary to create the Omnibus Adult Protection Act (**S.C. Code Ann §43-35-5 et seq.**). The purpose of this Act is to:
- provide a system of adult protection in South Carolina;
- clarify the roles and responsibilities of agencies involved in the system;
- designate the Long Term Care Ombudsman Program (LTCOP) as an investigative entity;
- provide a mechanism for problem resolution and interagency coordination;
- uniformly define abuse, neglect, and exploitation for vulnerable adults in all settings;
- clarify reporting procedures for allegations of abuse, neglect, and exploitation; and
- issue, through the State Long Term Care Ombudsman (SLTCO), administrative subpoenas for the purpose of gathering information and documents.

The Omnibus Adult Protection Act also created an Adult Protection Coordinating Council (APCC). The APCC was created because of the depth of concern about the need for frequent, continued coordination and cooperation among the entities involved, specifically in the adult protection system. It is composed of twenty (20) public and private organizations and two (2) gubernatorial appointees. The Office on Aging and the SLTCO are designated as members by statute.

3. South Carolina Ombudsman Act (Investigation of Health Facilities by Ombudsmen)
This law (**S.C. Code Ann §43-38-10 et seq.**) defines facilities and further lists those facilities in which ombudsmen have the ability to access residents and investigate their complaints.

The Long Term Care Ombudsmen (LTCO), housed in the Lieutenant Governor's Office on Aging (LGOA), adhere to and fulfill all obligations of the Older Americans Act (OAA) and the South Carolina Omnibus Adult Protection Act, and they are capable and qualified to assist and support the regional LTCO in each planning and service area. The regional LTCO also adhere to and fulfill all obligations of the OAA.

802: Goals, Functions, and Components of the Long Term Care Ombudsman Program (LTCOP)

A. Long Term Care Ombudsman Program (LTCOP) Goals

The goals of the Long Term Care Ombudsman Program (LTCOP) are as follows:
- to serve as a single point of entry for receipt and resolution of complaints and problems concerning long term care;
- to provide regional and local information about services in long term care facilities; and
- to maintain the statewide advocacy network on behalf of long term care residents.

B. Long Term Care Ombudsman Program (LTCOP) Functions

Under the Older Americans Act (OAA), and other Federal law, the functions of the Long Term Care Ombudsman Program (LTCOP) include:
- identifying, investigating, and resolving complaints made by or on behalf of residents of long term care facilities; (**OAA 712(a)(3)(A) and (a)(5)(B)(iii)**)
- providing services to assist the residents in protecting their health, safety, welfare, and rights; (**OAA 712(a)(3)(B) and (a)(5)(B)(i)**)
- informing the residents about means of obtaining other services; (**OAA 712(a)(3)(C)**)

- ensuring that residents have regular and timely access to the services provided through the program and that residents and complainants receive timely responses from the Ombudsman; (**OAA 712(a)(3)(D) and (a)(5)(B)(ii)**)
- representing the interests of the residents before governmental agencies and judicial entities and seeking administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents; (**OAA 712(a)(3)(F) and (a)(5)(B)(iv)**)
- providing administrative and technical assistance to entities designated as local Ombudsman and representatives of the LTCOP; (**OAA 712(a)(3)(F)**)
- analyzing, commenting on, and monitoring Federal, State, and local laws, regulations, and policies that pertain to the health, safety, welfare, and rights of the residents with respect to the adequacy of long term care facilities and services in the State; (**OAA 712(a)(3)(G)(i)**)
- recommending changes in such laws, regulations, and policies deemed to be appropriate; (**OAA 712(a)(3)(G)(ii)**)
- coordinating Ombudsman services for individuals with developmental disabilities and mental illness with the protection and advocacy systems established under Part A of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 et seq.), and under the Protection and Advocacy for the Mentally Ill Individuals Act of 1986 (Public Law (99-319);
- providing training for the representatives of the State Long Term Care Ombudsman (SLTCO) office, promoting the development of citizen organizations to participate in the program, and providing technical support for the development of resident and family councils to protect the well-being and rights of residents; (**OAA 712(a)(3)(H)**) and
- performing other activities consistent with the requirements of the OAA that the Assistant Secretary of the Administration on Aging (AoA) determines appropriate. (**OAA 712(a)(3)(H)(iii)(I)**)

C. Components of the Long Term Care Ombudsman Program (LTCOP)

Each Long Term Care Ombudsman Program (LTCOP) shall provide services to protect the health, safety, welfare, and rights of residents. These services, known as Program Components, are:

- advocacy for residents of long term care facilities;
- complaint intake, investigation, and resolution;
- information and assistance;
- community education;
- in-service education;
- visits to residents in facilities; and
- assistance with the development of resident and family councils.

Each of these components should be addressed in the Area Plan to include measurable and time-specific objectives for each program component and provide for complaint processing to be the highest priority of the program component.

803: Responsibilities Relating to the Long Term Care Ombudsman Program (LTCOP)

A. State Responsibilities for the Long Term Care Ombudsman Program (LTCOP)

The Lieutenant Governor's Office on Aging (LGOA) shall:

- provide for a full-time State Long Term Care Ombudsman (SLTCO);
- provide funding for a statewide Long Term Care Ombudsman Program (LTCOP);

- provide support to the LTCOP to enable it to fulfill its responsibilities consistent with all applicable Federal and State laws, regulations, and policies;
- administer the Notice of Grant Awards (NGAs) between the LGOA and the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs);
- provide technical assistance for LTCOP and monitor performance of Long Term Care Ombudsmen (LTCO);
- ensure that willful interference with Ombudsmen in the performance of their official duties (as defined by the Assistant Secretary of the Administration on Aging) shall be unlawful; (**OAA 712(j)(1)**)
- prohibit retaliation and penalties by a long term care facility or other entity with respect to any resident or employee for having filed a complaint with, or providing information to, the Ombudsman about such entity; (**OAA 712(j)(2)**)
- provide for appropriate sanctions with respect to such interference, retaliation, and reprisals; (**OAA 712(j)(3)**)
- ensure that adequate legal counsel is available to the Ombudsman for advice and consultation and that legal representation is provided to any representative of the Ombudsman against whom suit or other legal action is brought in connection with the performance of his/her official duties; (**OAA 712(g)(1)(A) and (B)**)
- ensure access to review the resident's medical and social records or, if a resident is unable to consent to such review and has no legal guardian, appropriate access to the resident's medical and social records; (**OAA 712(b)(1)(B)**) and
- ensure that the Ombudsman has the ability to pursue administrative, legal, and other appropriate remedies on behalf of residents of long term care facilities. (**OAA 712(g)(1)(B)(2)**)

B. Responsibilities of the State Long Term Care Ombudsman (SLTCO)

The State Long Term Care Ombudsman (SLTCO) is responsible for providing leadership for the statewide Long Term Care Ombudsman Program (LTCOP).

1. General Responsibilities of the State Long Term Care Ombudsman (SLTCO)

   The SLTCO is responsible for:

   - administering the statewide LTCOP in accordance with all applicable Federal and State laws, regulations, and policies;
   - providing leadership, planning, and direction for the statewide LTCOP;
   - providing program management and development;
   - evaluating statewide LTCOP performance during an annual review process;
   - setting policies, procedures, and standards for administration of the LTCOP and LTCO practices;
   - adhering to the Ombudsman Code of Ethics;
   - prohibiting any representative of the LTCOP from performing any LTCO services unless the representative has received certification training and has been approved by the SLTCO as qualified to carry out the activity on behalf of the SLTCO;
   - advocating for policy, regulatory, and/or legislative changes in long term care;
   - coordinating with statewide and national advocacy organizations involved in long term care issues;
   - maintaining awareness of current issues and trends in long term care;

- coordinating LTCOP services with protection and advocacy systems, adult protective services, state agencies which license and certify long term care facilities, law enforcement agencies, the Attorney General's Office, and other appropriate agencies;
- maintaining case records through the LTCO with assurances that such records may not be released, disclosed, duplicated, or removed without the written permission of the SLTCO or designee;
- maintaining a statewide uniform reporting system to collect and analyze data, relating to complaints and conditions in long term care facilities and to residents, for the purpose of identifying and resolving significant problems, and submitting such data to appropriate entities as required by the Older Americans Act (OAA);
- preparing and distributing the LTCOP annual report as required by the OAA;
- providing information and referrals regarding long term care issues and the LTCOP to the general public, residents, community organizations, and other agencies;
- recruiting, training, placing, managing, and providing technical assistance to volunteers for the LTCOP;
- providing technical assistance, consultation, training, and resources to the LTCO and the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) related to the operation of the LTCOP;
- ensuring that backup support is provided to the regional LTCO with an excess of twenty-five (25) cases requiring investigation;
- making periodic visits to the regional LTCOP as deemed necessary;
- reviewing, commenting on, and approving the LTCOP section of the Area Plan in a timely manner;
- monitoring and evaluating the statewide LTCOP; and
- developing policies for the designation and de-designation of a LTCOP or a LTCO.

2. The State Long Term Care Ombudsman (SLTCO) Responsibilities to Long Term Care Residents

   The SLTCO shall personally or through representatives of the office:

   - identify, investigate, and resolve complaints that are made by or on behalf of residents, and relating action, inaction, or decisions that may adversely affect the health, safety, welfare, or rights of residents;
   - provide services to assist residents in protecting their health, safety, welfare, and rights;
   - inform residents about means of obtaining services provided by long term care service providers, public agencies, health and social service agencies, or other services to assist residents in protecting their health, safety, welfare, and rights;
   - provide regular and timely access to LTCOP services for residents and timely responses to complaints;
   - represent the interests of residents before governmental agencies and pursue administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents;

- analyze, comment on, and monitor the development and implementation of Federal, State, and local laws, regulations, and other governmental policies and actions pertaining to the health, safety, welfare, and rights of residents with respect to the adequacy of long term care facilities and services in the State;
- recommend changes in such laws, regulations, policies, and actions as deemed appropriate;
- facilitate public comment on laws, regulations, policies, and actions;
- provide technical support for the development of resident and family councils to protect the well-being and rights of residents as requested; and
- prohibit inappropriate disclosure of the identity of any complainant or resident with respect to LTCO files or records.

3. The State Long Term Care Ombudsman (SLTCO) Responsibilities to the Long Term Care Ombudsmen (LTCO)
   The SLTCO shall provide to the LTCO:
   - certification training and ongoing training in accordance with the certification requirements for LTCO;
   - program management and development to enable the LTCO to fulfill the program components; and
   - technical assistance and supervision as needed related to complaint handling and other LTCOP services.

C. Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) Responsibilities under the Long Term Care Ombudsman Program (LTCOP)

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) is responsible for ensuring the provision of the Long Term Care Ombudsman Program (LTCOP) in its planning and service area.

To fulfill this responsibility, the AAA/ADRC shall:

- provide fiscal and programmatic monitoring of its LTCOP in order to assess adequate provision of Long Term Care Ombudsman (LTCO) services pursuant to the Ombudsman section of the AAA/ADRC Area Plan;
- adhere to scope-of-work requirements for its LTCOP;
- monitor its LTCOP's attainment of goals and objectives as stated in the AAA/ADRC Area Plan;
- assist in the operation of its LTCOP;
- provide opportunities for its LTCOP and aging and social service organizations to collaborate in promoting the health, safety, welfare, and rights of residents;
- ensure that its LTCOP data is provided quarterly to the office of the State Long Term Care Ombudsman (SLTCO) in the format required by the SLTCO, or as requested;
- prohibit inappropriate disclosure of the identity of any complainant or resident with respect to LTCO files or records;
- ensure the security and confidentiality of files and records maintained by its LTCO;
- assist in developing a transition plan to minimize disruption in its LTCOP services to residents of its planning and service area in the event the Notice of Grant Award (NGA) between the AAA/ADRC and the Lieutenant Governor's Office on Aging (LGOA) is terminated by either party;
- request a waiver from the SLTCO if, due to demonstrable and unusual circumstances,

the AAA/ADRC anticipates it will be unable to comply with any of these responsibilities;

- assist its Ombudsman in maintaining Ombudsman Certification through attendance at trainings, seminars, and/or conferences;
- perform each of its responsibilities in administering its LTCOP in accordance with all applicable Federal and State laws, regulations, and policies; and
- screen all candidates prior to employment for possible conflicts of interest and conduct background checks.

D. Long Term Care Ombudsman (LTCO) Responsibilities

A Long Term Care Ombudsman (LTCO) is designated by the State Long Term Care Ombudsman (SLTCO) to provide ombudsman services in an assigned area. A LTCO shall:

- provide LTCO services to protect the health, safety, welfare, and rights of residents in accordance with provisions of the Federal and State laws governing the State Long Term Care Ombudsman Program (LTCOP);
- document LTCO activities and case work as required by the SLTCO;
- adhere to the Ombudsman Code of Ethics;
- prohibit inappropriate access to LTCO records in the possession of the LTCOP;
- perform other duties that the SLTCO deems appropriate; and
- perform each responsibility in accordance with all applicable Federal and State laws, regulations, and policies.

E. Volunteer Friendly Visitor and the Long Term Care Ombudsman (LTCO) Program Responsibilities

The Older Americans Act (OAA) provides for the Long Term Care Ombudsman Program (LTCOP) to utilize volunteers and establishes the requirement for the Long Term Care Ombudsman Program (LTCOP) to provide training for any volunteer friendly visitors.

In South Carolina, volunteers are recruited and placed by the regional Long Term Care Ombudsman (LTCO). These volunteers function under the supervision of the regional LTCO; however, these volunteers are not ombudsmen. They serve in the role of friendly visitors who build and enhance relationships between facilities, facility residents, and the community. Volunteers may perform limited functions as specified by the State Long Term Care Ombudsman (SLTCO). Following screening, training, and testing, the volunteer friendly visitor may be assigned to a facility that has agreed to participate in the volunteer program. The volunteer friendly visitor shall receive orientation to the facility and its procedures prior to making regular contact with the residents. The orientation shall be conducted by the facility with support from the regional LTCO. The volunteer friendly visitor may be called upon to visit residents in nursing homes or residential care facilities, resolve minor concerns, and bring issues or problems to the attention of the LTCO when necessary.

The volunteer program seeks to diminish the sense of isolation and helplessness experienced by residents, especially those without family or friends, and can assist the resident in achieving a sense of self-determination of his/her health, safety, welfare, and rights. The facilities are encouraged to view the volunteer friendly visitor as a resource for identifying issues and potential problems that can be addressed before intervention is needed by the LTCO or other appropriate regulatory agency.

1. Volunteer friendly visitor functions

The volunteer friendly visitor performs the functions outlined below:

- visits residents of long term care facilities as determined by the LTCO;
- documents and resolves residents' minor concerns and reports complaints to the regional LTCO;
- provides brochures and written information from the LTCOP on residents' rights, advance health care directives, and the role of and the contact information for the ombudsman to family, residents, and facility staff;
- answers basic questions regarding the LTCOP and refers requests for assistance to the LTCO; and
- maintains confidentiality at all times.

2. Training required for volunteer friendly visitors
   Volunteer friendly visitors shall receive at least fifteen (15) hours of classroom training, orientation to the LTCOP and the aging network, and on-the-job training/shadowing with the regional LTCO; and they shall attend meetings as scheduled and/or required.

F. Long Term Care Ombudsman Program (LTCOP) Confidentiality and Disclosure Requirements

The Long Term Care Ombudsman Program (LTCOP) has established written procedures to protect the confidentiality of residents' records and files. These procedures shall meet the following requirements.

1. No information or records maintained by the LTCOP shall be disclosed unless authorized by the State Long Term Care Ombudsman (SLTCO). (**OAA 712(d)(2)(A)**)
2. The representative of the State Long Term Care Ombudsman office shall not disclose the identity of any complainant or resident unless:
   - the complainant or resident, or a legal representative of either, consents in writing to the disclosure and specifies to whom the identity may be disclosed; (**OAA 712(d)(2)(B)(i)**) or
   - disclosure is required by court order. (**OAA 712(d)(2)(B)(iii)**)

The Health Insurance Portability and Accountability Act (HIPAA) and the accompanying "Standards for Privacy of Individually Identifiable Health Information", the compliance date for which was April 14, 2003, addresses the confidentiality and accessibility of personal health information. The Administration on Aging (AoA) has determined that representatives of the LTCOP are health oversight agents because they have oversight responsibilities authorized by law for a component of the health care system. Therefore, the HIPAA privacy rule does not preclude release of a resident's clinical records or relevant information relating to facility operations to the LTCOP, with or without authorization of the resident or the resident's legal representative.

G. Long Term Care Ombudsman (LTCO) Role in a Resident's Request for Records

The Health Insurance Portability and Accountability Act (HIPAA) guarantees residents the right to inspect, obtain a copy of, and amend their own medical records; and restricts when and how facilities may use and disclose protected health information. Under the regulations, the resident or the resident's legal representative has the right to access all records pertaining to the resident within twenty-four (24) hours of the request (excluding weekends and holidays); and to purchase copies of the records at a cost not to exceed the community standard. The facility has two (2) working days to provide the photocopies.

Although the resident and/or the resident's legal representative have the right to receive the resident's medical records, it is not the responsibility of the ombudsman program to be the means for which a resident, or his/her legal representative, receives these records. The resident and/or legal representative is responsible for requesting the records in accordance with HIPAA guidelines. However, if the facility refuses to release this information to the resident or the legal representative, and the Ombudsman is contacted for assistance, the Ombudsman may contact the facility and "remind" the facility that the resident has the legal right to have access to or obtain copies of his/her records at any time.

H. Request for Case Information to the Long Term Care Ombudsman Program (LTCOP) from Outside Sources

Long Term Care Ombudsman Program (LTCOP) case information and case files do not fall under the purview of the Freedom of Information Act (FOIA). Therefore, the State Long Term Care Ombudsman (SLTCO) does not release cases or information upon request under this act. Subpoenas and requests for information under FOIA must be handled in accordance with the Long Term Care Ombudsman Program Policies and Procedures Manual.

I. Long Term Care Ombudsman Program (LTCOP) Reporting System

The Lieutenant Governor's Office on Aging (LGOA) has a statewide uniform reporting system to collect and analyze information on complaints and conditions in long term care facilities for the purpose of identifying and resolving significant problems. The data shall be entered on a regular basis, no less than monthly, for review by the State Long Term Care Ombudsman (SLTCO)/designee in the LGOA. This data shall be submitted to SC Department of Health and Environmental Control (SCDHEC), other State and Federal agencies as deemed appropriate by the SLTCO, the Assistant Secretary of the Administration on Aging (AoA), and the National Ombudsman Resource Center. (**OAA 712(c)(1) and (2)**)

The Long Term Care Ombudsman (LTCO) shall comply with all Federal and State laws and regulations regarding the confidentiality of client information, as well as the policies and procedures of the Older Americans Act (OAA), the AoA, the LGOA, and the office of the State LTCOP.

J. Long Term Care Ombudsman Program (LTCOP) Conflict of Interest

The organizational placement of the Long Term Care Ombudsman Program (LTCOP) and the individuals who execute the duties of the LTCOP must be free from conflicts of interest. No representative of a local Ombudsman entity, or member of the immediate family of the representative, can be subject to a conflict of interest.

A conflict of interest exists in the LTCOP when other interests intrude upon, interfere with, or threaten to negate the ability of a Long Term Care Ombudsman (LTCO) or volunteer to advocate without compromise on behalf of long term care facility residents. The State Long Term Care Ombudsman (SLTCO) shall ensure that the LTCO or an immediate family member shall:

- not have a direct involvement in the licensing or certification of a long term care facility, nor of a provider of a long term care service;
- not have an ownership or investment interest (represented by equity, debt, or their financial relationship) in a long term care facility, nor a long term care service;
- not be employed by, nor participate in, the management of a long term care facility;

and

- not receive, nor have the right to receive, directly or indirectly, remuneration (in cash or in kind) under a compensation arrangement with an owner or operator of a long term care facility. **(OAA 712(f)(1-3))**

K. Long Term Care Ombudsman Program (LTCOP) Procedures for Addressing Conflicts of Interest

Procedures for identifying and removing conflicts of interest are as follows.

1. When an actual or potential conflict of interest within the Long Term Care Ombudsman Program (LTCOP) has been identified, the State Long Term Care Ombudsman (SLTCO) shall be notified. All agents of the Lieutenant Governor's Office on Aging (LGOA), Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC), and Long Term Care Ombudsman (LTCO) have a duty to notify the SLTCO of any actual or potential conflict of interest of which they have knowledge.

2. The SLTCO shall determine whether appropriate actions shall be taken to sufficiently remedy a conflict. In the event that a perceived conflict does not interfere with any duties of the LTCO or is not likely to alter the perception of the LTCO as an independent advocate for residents, the SLTCO may determine that no real conflict exists.

3. Failure on the part of a LTCO or AAA/ADRC to identify and report to the SLTCO a known conflict of interest may be sufficient grounds for refusal to designate or for the de-designation of the LTCOP or the LTCO.

4. Existence of a non-remedied conflict of interest shall be sufficient grounds for the de-designation of the LTCOP.

L. Long Term Care Ombudsman Program (LTCOP) Training

The Long Term Care Ombudsman Program (LTCOP) shall provide training during the monthly meeting of the Long Term Care Ombudsmen (LTCO). However, the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) is responsible for assisting each LTCO in the maintenance of his/her certification through attendance at trainings, seminars, and conferences that provide the Continuing Education Units for Ombudsman Certification.

M. Designation and De-Designation of Ombudsman Programs and Ombudsmen

1. Designation of a Long Term Care Ombudsman Program (LTCOP)

   To be eligible for designation as a LTCOP, an entity shall:

   - demonstrate the capability to execute the responsibilities of the office;
   - be free of conflicts of interest;
   - be a public or private nonprofit entity;
   - ensure that the designated individual meets both the educational and training requirements;
   - ensure that employment practices will provide stability to the program;
   - ensure that the designated individual receives sufficient support to perform the duties of the office; and
   - meet such additional requirements as the State Long Term Care Ombudsman (SLTCO) may specify.

2. Designation of an individual as a Long Term Care Ombudsman (LTCO)
   To be eligible for designation as a Long Term Care Ombudsman (LTCO), an individual shall:
   - demonstrate the capability to carry out the responsibilities of the program;
   - meet the educational and training requirements;
   - be free, and remain free, from all conflicts of interest with the program;
   - carry out the duties of the program in accordance with the policies and procedures established by the SLTCO and the Lieutenant Governor's Office on Aging (LGOA);
   - provide services to protect the health, safety, welfare, and rights of residents;
   - ensure that residents in the planning and service area of the LTCOP have regular, timely access to the program and receive timely responses to complaints and requests for assistance;
   - identify, investigate, and resolve complaints made by, or on behalf of, residents that relate to action, inaction, or decisions that may adversely affect the health, safety, welfare, and rights of the residents;
   - review and, if necessary, comment on any existing and proposed laws, regulations, and other government policies and actions that pertain to the rights and well-being of residents;
   - facilitate the ability of the public to comment on the laws, regulations, policies, and actions;
   - provide technical assistance, information, training, or support to resident and family councils; and
   - conduct routine visits to facilities for the purpose of monitoring and assessing the general condition of residents and/or the physical plant of the facility.

3. De-Designation of a Long Term Care Ombudsman Program (LTCOP) or a Long Term Care Ombudsman (LTCO)

   The SLTCO and the LGOA may de-designate any entity previously designated as a LTCOP or a LTCO for failure to meet any of the above conditions of designation. The SLTCO and the LGOA shall provide a written notice of not less than thirty (30) days to the entity. Any and all appropriated funding shall be pro-rated and all remaining funds shall be returned to the LGOA.

N. Long Term Care Ombudsman (LTCO) Qualifications

A certified Long Term Care Ombudsman (LTCO) must have a Bachelor of Science or a Bachelor of Arts Degree from a four-year college or university, or an Associate Degree with a minimum of three (3) years of experience in the field of health or social services.

To become certified, a new LTCO is required to be thoroughly familiar with the Long Term Care Ombudsman Program Policies and Procedures Manual and the Long Term Care Ombudsman Program Basic Curriculum prior to attending training at the Lieutenant Governor's Office on Aging (LGOA). It must be reviewed and documented by the State Long Term Care Ombudsman (SLTCO) and the regional Ombudsman that the new Ombudsman has completed the six (6) requirements of the Ombudsman Competency Checklist, and is thoroughly familiar with this material prior to making any unaccompanied facility visits or before investigating any complaints. A new Ombudsman must also

complete any other requirements deemed appropriate by the SLTCO prior to receiving their Ombudsman Certification.

O. Liability of Representatives of the State Long Term Care Ombudsman Program

Federal law requires states to "…ensure that representatives of the Office will not be liable under State law for good faith performance of official duties." **(42 USC §3058g(i))** Representatives can help ensure their immunity by acting in good faith and within the scope of their official duties.

P. Immunity from Liability for the Representatives of the State Long Term Care Ombudsman Program

A Long Term Care Ombudsman (LTCO) shall not incur any civil or criminal liability for performing his or her official duties in good faith.

1. "Official duties" are those duties of a LTCO set forth in applicable Federal and State law and these policies and procedures. These duties shall include, but not be limited to, making statements or communication relevant to receiving a complaint or conducting investigative activity.
2. Evidence of performing duties in "good faith" includes, but is not limited to:
   - making every reasonable effort to follow procedures set forth in applicable laws and these policies and procedures; and
   - seeking and making reasonable efforts to follow direction from the office of the State Long Term Care Ombudsman (SLTCO).

Q. Interference with a Long Term Care Ombudsman (LTCO)

No person shall willfully interfere with a Long Term Care Ombudsman (LTCO) in the performance of official duties. "Interference" includes any inappropriate or improper influence from any individual or entity, regardless of the source, which may in any way compromise, decrease, or negatively impact:

- the objectivity of the investigation or outcome of complaints;
- the LTCO's role as advocate for the rights and interests of the resident;
- the LTCO's work to resolve issues related to the rights, quality of care, and quality of life of residents of long term care facilities; or
- the LTCOs statutory responsibility to provide such information as the office of the State Long Term Care Ombudsman (SLTCO) deems necessary to public and private agencies, legislators, and other persons regarding the problems and concerns of residents and recommendations related to residents' problems and concerns.

R. Retaliation against a Person Cooperating with a Long Term Care Ombudsman (LTCO)

No person shall discriminate or retaliate in any manner against any resident, or relative or guardian of a resident, any employee of the long term care facility, or any other person due to filing a complaint with, providing information to, or otherwise cooperating in good faith with a LTCO.

S. Procedures for Reporting Interference or Retaliation Involving the Long Term Care Ombudsman Program (LTCOP)

1. Any person who has knowledge of such interference or retaliation may report such information to the State Long Term Care Ombudsman (SLTCO).
2. The SLTCO shall review the information provided and conduct further investigation, if necessary, to confirm the occurrence of the interference or retaliation.

3. If the SLTCO, based on such review, determines that enforcement action is warranted, the SLTCO shall pursue the following course of action.
   a. Where the entity which has interfered or retaliated is a long term care facility or its staff or agents:
      - the SLTCO shall submit a written report of such interference or retaliation to the South Carolina Department of Health and Human Services (SCDHHS), Office of the General Council;
      - the Office of the General Council shall review the incident and forward the report to the State Attorney General's Office for investigation in accordance with its procedures for complaint investigation; and
      - if the State Attorney General's Office complaint investigation confirms the occurrence of such interference or retaliation, the State Attorney General has the authority to impose penalties in accordance with its procedures for the imposition of penalties.
   b. Where the entity which has interfered or retaliated is an entity other than a long term care facility or its staff or agents:
      - the SLTCO shall report such interference or retaliation to the Director of the Lieutenant Governor's Office on Aging (LGOA);
      - the LGOA director shall assist the SLTCO in determining appropriate sanctions and assuring that appropriate sanctions are imposed**.**

804: Elder Abuse Prevention

Elder Abuse activities in South Carolina were established to protect the health, safety, and well-being of all older adults. The Older Americans Act (OAA) stipulates that the State agency shall use the allotment for Elder Abuse to carry out programs to educate the public for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation, including financial exploitation. In South Carolina, Long Term Care Ombudsmen (LTCO) do not conduct investigations in regards to complaints of elder abuse in unlicensed facilities, or domestic- or community-based settings. A system must be developed to:

- educate the public on the identification and prevention of elder abuse;
- provide public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
- receive reports of elder abuse;
- refer complaints to law enforcement or public protective services agencies;
- conduct analyses of State information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
- conduct training for individuals, including caregivers, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims;
- conduct special and on-going training for individuals involved in serving victims of elder abuse, neglect, and exploitation on the topics of self-determination, individual rights, State

and Federal requirements concerning confidentiality, and other topics determined by a State agency to be appropriate;

- promote the development of an elder abuse, neglect, and exploitation system:
  - that includes a State elder abuse, neglect, and exploitation law that includes provisions for immunity, for persons reporting instances of elder abuse, neglect, and exploitation, from prosecution arising out of such reporting, under any State or local law;
  - under which a State agency—
    - on receipt of a report of known or suspected instances of elder abuse, neglect, or exploitation, shall promptly initiate an investigation to substantiate the accuracy of the report; and
    - on a finding of elder abuse, neglect, or exploitation, shall take steps, including appropriate referral, to protect the health and welfare of the abused, neglected, or exploited older individual;
  - that includes, throughout the State, in connection with the enforcement of elder abuse, neglect, and exploitation laws and with the reporting of suspected instances of elder abuse, neglect, and exploitation—
    - such administrative procedures;
    - such personnel trained in the special problems of elder abuse, neglect, and exploitation prevention and treatment;
    - such training procedures;
    - such institutional and other facilities (public and private); and
    - such related multidisciplinary programs and services, as may be necessary or appropriate to ensure that the State will deal effectively with elder abuse, neglect, and exploitation cases in the State;
  - that preserves the confidentiality of records in order to protect the rights of older individuals;
  - that provides for the cooperation of law enforcement officials, courts of competent jurisdiction, and State agencies providing human services with respect to special problems of elder abuse, neglect, and exploitation;
  - that enables an older individual to participate in decisions regarding the welfare of the older individual, and makes the least restrictive alternatives available to an older individual who is abused, neglected, or exploited; and
  - that includes a State clearinghouse for dissemination of information to the general public with respect to—
    - the problems of elder abuse, neglect, and exploitation;
    - institutional and other facilities (public and private); and
    - prevention and treatment methods available to combat instances of elder abuse, neglect, and exploitation;
- examine various types of shelters serving older individuals (in this paragraph referred to as 'safe havens'), and testing various safe haven models for establishing safe havens (at home or elsewhere), that recognize autonomy and self-determination, and fully protect the due process rights of older individuals;
- support multidisciplinary elder justice activities, such as—
  - support and study team approaches for bringing a coordinated multidisciplinary or interdisciplinary response to elder abuse, neglect, and exploitation, including a

response from individuals in social service, health care, public safety, and legal disciplines;
  - establish a State coordinating council, which shall identify the individual State's needs and provide the Assistant Secretary with information and recommendations relating to efforts by the State to combat elder abuse, neglect, and exploitation;
  - provide training, technical assistance, and other methods of support to groups carrying out multidisciplinary efforts at the State;
  - broaden and study various models for elder fatality and serious injury review teams to make recommendations about their composition, protocols, functions, timing, roles, and responsibilities, with a goal of producing models and information that will allow for replication based on the needs of States and communities (other than the ones in which the review teams were used); and
  - develop best practices, for use in long-term care facilities, that reduce the risk of elder abuse for residents, including the risk of resident-to-resident abuse; and
- address underserved populations of older individuals, such as—
  - older individuals living in rural locations;
  - older individuals in minority populations; or
  - low-income older individuals. **(OAA 721(b))**

NOTE: Elder Abuse Prevention strives to promote participation of older individuals through outreach, conferences, and referral of such individuals to other social services agencies or sources of assistance.

805: Legal Assistance Program

The purpose of the Legal Assistance Program is to provide persons age sixty (60) or older access to the judicial system through advocacy, advice, and representation in order to protect their dignity, rights, autonomy, and financial security. The greatest focus shall be placed on low-income minority older individuals, older individuals residing in rural areas, older individuals with limited English proficiency, and older individuals at risk of institutional placement.

The Lieutenant Governor's Office on Aging (LGOA) requires and shall promote and assist in the development of legal assistance programs for older South Carolinians with economic or social needs. "Legal Assistance" means legal advice and representation and, by South Carolina law, it must be provided by a licensed attorney. This may include interpreting law, regulations, court rules, and legal procedures; recommending a course of action based on the facts of the case; and providing counseling or representation. Specifically, the LGOA shall:

- coordinate furnishing legal assistance to older residents of South Carolina;
- provide advice and technical assistance to those involved in the process of providing legal services to seniors; and
- provide training for contractors of legal assistance and for older individuals who may need legal assistance.

A. Legal Assistance under the Area Plan

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) must utilize Older Americans Act (OAA) funds to provide legal assistance to older persons with economic or social needs. Legal assistance service is a priority under the OAA. The Act requires the Lieutenant Governor's Office on Aging (LGOA) to set a minimum level of expenditure of Title III-B funding on legal assistance services. In the absence of a Legal Assistance Waiver, which can be found on the LGOA web site, each AAA/ADRC shall

expend not less than four percent (4%) of the allocation of Title III-B funding, after transfers, on contracts for legal assistance services.

Priority for legal assistance shall focus on older persons with the greatest economic or social need, with particular attention to low-income minority older individuals, older individuals residing in rural areas, older individuals with limited English proficiency, and older individuals at risk of institutional placement. Legal assistance provided under the OAA must be in addition to any legal assistance already being provided to older persons in the planning and service area. Not only must reasonable efforts be made to maintain existing levels of legal assistance for older individuals, the AAA/ADRC must also seek to increase the visibility and availability of legal assistance.

Legal assistance provided under the Area Plan shall be reported in detail no less than annually to the LGOA. The AAA/ADRC shall:

- establish specific objectives for targeting appropriate populations as set forth in the OAA in the provision of legal assistance;
- create a plan to achieve those objectives; and
- provide detailed reporting that documents the extent to which the AAA/ADRC met the objectives.

B. Agreements with Legal Assistance Providers/Contractors

The Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) shall enter into contracts with legal assistance providers who can demonstrate the experience or capacity to deliver legal assistance. Contracts shall include provisions to assure that any recipient of funds will be subject to the same restrictions and regulations established under the Legal Services Corporation Act (with the exception of the restrictions and regulations regarding eligibility for legal assistance under the Legal Services Corporation Act and governing membership of local governing boards).

The AAA/ADRC shall attempt to involve the private bar in legal assistance activities, including groups within the private bar who provide services to older individuals on a pro bono and reduced fee basis.

Legal assistance contractors must be either:

- an organization that receives funds under the Legal Services Corporation Act; or
- an organization that has a legal assistance program or the capacity to develop one.

The AAA/ADRC must ensure that any legal services contractor(s) providing services under Title III-B meets the following standards:

- has staff with expertise in elder law and other specific areas of law affecting older persons in economic or social need (for example, public benefits, institutionalization, and alternatives to institutionalization);
- demonstrates the capacity to provide effective administrative and judicial representation in the areas of law affecting older persons with social or economic need;
- demonstrates the capacity to provide support to other advocacy efforts such as the Long Term Care Ombudsman Program (LTCOP);
- demonstrates the capacity to effectively deliver legal assistance to institutionalized, isolated, and/or homebound individuals;
- has offices and/or outreach sites that are convenient and accessible to older persons in the community;

- demonstrates the capacity to provide legal assistance in a cost effective manner; and
- demonstrates the capacity to obtain other resources to provide legal assistance to older persons.

C. Conditions of Legal Assistance for Providers/Contractors

Each legal services provider/contractor must:

- ensure that no attorney of the provider/contractor engages in any outside practice of law where such practice is inconsistent with the attorney's full-time responsibilities or is a conflict of interest to representing the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) or its clients;
- ensure that, while employed under this part, no employee and no staff attorney of the provider/contractor shall ever directly or indirectly coerce or attempt to coerce, command, or advise an employee of any provider/contractor to pay, lend, or contribute anything of value to a political party, or committee, organization, agency, or person for political purposes;
- ensure that legal assistance is provided in the client's primary language if he/she does not speak English;
- have a procedure, approved by the AAA/ADRC, ensuring a client's access to the regulations and guidelines of the Older Americans Act (OAA); the provider's/contractor's written policies, procedures, and guidelines; the names and addresses of the members of its governing body; and other materials to be disclosed as determined by the provider/contractor;
- ensure that legal assistance utilizing Title III-B funding is not provided in fee-generating cases, as defined in CFR 45-1609.2 (a);
- ensure that in all representation utilizing Title III-B funding, the contractor shall give precedence to the legal assistance priorities established by the OAA, including income, health care, long term care, nutrition, housing, utilities, protective services, abuse, neglect, age discrimination, and defense of guardianship;
- coordinate with other legal service providers;
- utilize available pro bono programs or services to effectively optimize use of Title III-B funding, including referral of clients to no-cost programs when the legal matter is not urgent and it is appropriate to do so;
- process clients through a formal intake system that establishes, without means testing, that the appropriate target population is identified and served;
- maintain records of service requests and compile client information required for all reporting requirements (including AIM) of the AAA/ADRC and the Lieutenant Governor's Office on Aging (LGOA);
- provide clients accepted for representation with an outline of the scope of representation;
- provide referrals to other supportive services when appropriate; and
- coordinate with aging service providers to receive referrals, arrange transportation to receive legal assistance, and provide public information.

When a legal services provider/contractor is an entity other than a Legal Services Corporation subgrantee, that entity must coordinate its services with the local Legal Services Corporation subgrantee to ensure that older persons with the greatest economic and social needs are receiving services using OAA funds and are not eligible for services

under the Legal Services Corporation Act. In carrying out this requirement, legal services providers/contractors may not use a means test or require older persons to apply first for services through a Legal Services Corporation subgrantee.

The legal service provider/contractor must adhere to the LGOA's and AAA's/ADRC's reporting schedules.

D. Legal Assistance Case Priorities

A legal services provider/contractor under the Older Americans Act (OAA) shall set priorities for the categories of cases for which it will provide legal representation based on the priorities set forth in the OAA. The provider/contractor shall focus on providing services to those older persons with the greatest economic or social need, with particular attention to older individuals who are low-income minority, or reside in rural areas, or have limited English proficiency, or are at risk of institutional placement. The case priorities under the OAA include:

- income;
- health care;
- long-term care;
- nutrition;
- housing;
- utilities;
- protective services;
- defense of guardianship;
- abuse;
- neglect; and
- age discrimination.

E. Information about Income and Resources for Legal Assistance

According to 45 CFR 1321.71 (d) and (e), a legal services provider/contractor may not require an older person to disclose information about income or resources as a condition for providing legal assistance. A legal services provider/contractor may ask about the person's financial circumstances including any public assistance received as 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.

While the Legal Assistance Program does not base eligibility on a person's income or resources, the OAA requires that the program direct services to those persons sixty (60) years of age or older who are in the greatest social and/or economic need, limited English speaking persons, rural or low income minorities.

During an assessment, the client shall be informed that he/she is not legally required to provide income or resource information in order to receive legal assistance.

F. Legal Assistance Units of Service

One unit of service is one hour of service by an attorney on behalf of an individual. This may include case preparation time, client counseling, staff travel time, time spent in training related to delivery of contracted services, making group presentations, etc.

Units of service are to be recorded in the client information system in quarter hour increments. Each participant in a group presentation should be recorded individually.

APPENDIX 500A: MINIMUM MEAL BID SPECIFICATIONS
SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

CONTRACTEE and VENDOR

For the purpose of these appendices, CONTRACTEE is the entity which contracts with the Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC) to provide services. In addition, CONTRACTEE may also refer to the agency which holds the contract with the VENDOR.

MEAL BIDDING SCHEDULE

Region: _____

	Quantity/Per Year	Cost Per Meal	Cost Per Meal w/Op. Beverage
REGULAR DAILY PREPARED MAIN MEALS *Also Picnic & Deli Meals & Non-perishable meals used as emergency meals*			
REGULAR Breakfast Meals			
MODIFIED DAILY PREPARED MAIN MEALS *Also Picnic & Deli Meals & Non-perishable Meals used as emergency meals*			
SHELF STABLE MEALS *(Non-perishable meals used on an On-going basis for home delivered meals)*			
DELI MEALS (Those used as a second meal for home delivered meals)			
REGULAR (*) FROZEN MAIN MEALS *(No Equipment)*			
REGULAR FROZEN BREAKFAST Meals			
REGULAR & MODIFIED (*) FROZEN MEALS *(No Equipment)*			
REGULAR & MODIFIED (*) ***FROZEN MEALS*** *With Equipment Included (This would generally be used in Group Dining setting)*			

(*) CONTRACTEE must specify when desiring to order by case lot.

NOTE: the VENDOR shall provide an approximate breakdown of the cost of group dining meals and home delivered meals (daily prepared, frozen, and/or shelf-stable). The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, and administration.

SITE LOCATION AND MEAL TYPES SCHEDULE

REGION: _____

PROVIDER: _____

AVERAGE NUMBER OF MEALS PER DAY								
Sites and Location	Group Dining				Home Delivered				Delivery Time
	Regular	Modified	Frozen	Deli	Regular	Modified	Frozen	***Shelf Deli**** Stable	

***** Deli meals used regularly as a second meal for home delivery.

MINIMUM MEAL BID SPECIFICATIONS
SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

OVERVIEW

Furnish and deliver _____ meals complying with specifications and conditions listed herein to the CONTRACTEE. (The "CONTRACTEE" refers to the agency which holds the contract with the VENDOR.) It is estimated that there shall be approximately 250 serving days during each contract period. The period covered by this bid is July 1, _____ through June 30, _____.

The food shall be delivered to sites designated within the specifications of contract. Food shall be packaged and maintained at prescribed temperatures according to specified State and Federal regulations and guidelines (South Carolina Department of Health and Environmental Control (SCDHEC) and the U.S. Department of Agriculture (USDA). The VENDOR shall provide (as required in the contract) all vehicles, food-handling and transportation equipment, service ware, serving and eating utensils, cutlery, napkins, hot and cold cups, and other accessories required to serve a complete meal with appropriate condiments that shall include, but not be limited to, salt, pepper, sauces, margarine, salad dressing, mayonnaise, mustard, and catsup.

REQUIRED BID CONTENT BETWEEN CONTRACTEE AND VENDOR

The following information must be contained in the bid. Bidders shall submit the information in the order listed and comply with the instructions contained in this package.

All nutrition procurement contracts must include each provision of the LGOA Minimum Meal Bid Specifications, unless the AAA/ADRC has obtained prior waiver authorization from the LGOA.

1. The CONTRACTEE has provided the projected number and type of meals to be bid in the Meal Bidding Schedule. The VENDOR must complete this Schedule by inserting the appropriate price(s) per meal. In addition, the VENDOR shall provide an approximate breakdown of the cost of group dining meals and home-delivered meals (daily prepared, frozen, and/or shelf-stable). The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, and administration.

   Note: The Site Locations and Meal Types Schedule (completed by the CONTRACTEE) provide information on the location(s) and approximate daily quantities of meals to be served.

- Daily Prepared Meals, Non-Perishable Meals used as Emergency Meals, Deli Meals used for the main meal, and Picnic Meals shall all be bid at the same price.
- When the CONTRACTEE designates both Regular and Modified Meals, they shall be bid at the same price.
- Non-perishable (shelf-stable) Meals for home delivery shall be bid at a separate price.
- For frozen meals with fresh supplements, the CONTRACTEE shall request prices for the following categories as indicated on the bidding schedule:

- Regular only;
- Regular and Modified at the same price;
- With equipment or without equipment included by VENDOR (If the VENDOR is providing equipment, then installation, leasing, and maintenance of equipment shall be included);
- Bid on the basis of ordering the frozen component by complete case lots; and
- Deli meals used regularly as a second meal for home delivery.

2. The VENDOR shall complete ATTACHMENT A: Location(s) of VENDOR and Food Preparation/Production Facility(s) and include a copy of the most recent sanitation inspection and/or USDA/FDA certification, if applicable.

3. The VENDOR shall provide a description of the quality assurance process for food and food preparation/production for all types of meals prepared and served. This shall include the qualifications of the individual who has overall responsibility of the food service operation, a brief summary of the Hazard Analysis Critical Control Point (HACCP) process used, and frequency of monitoring and by whom.

4. The VENDOR shall provide a description of equipment necessary for transportation and temperature control of daily-prepared, deli, and frozen meals which meet State and Federal regulations and guidelines as set by the SCSCDHEC and the USDA. VENDORS shall be responsible for equipment to maintain food temperatures until service, shall specify quantity and types of equipment, and shall give a physical description of each. When bidding frozen meals, VENDORS shall include equipment installation and leasing costs, if CONTRACTEE desires equipment.

5. The VENDOR shall provide a packing and delivery schedule, including routes and times of delivery, based on the Site Locations and Meal Types Schedule.

6. The VENDOR shall provide completed menu plans written on ATTACHMENT B and/or C: Project Menu Plan form. The type of menus and number of samples required for the bid shall be noted on ATTACHMENT D: Sample VENDOR Menu Requirements. They may be based on sample menus provided by the CONTRACTEE (also ATTACHMENT D: Sample CONTRACTEE Menus). A nutrient analysis for each of the menus prepared shall be submitted with the bid. Specific menu and nutrient analysis requirements are provided in these bid specifications.

7. The VENDOR shall provide an itemized description of serving ware and eating utensils, serving equipment and utensils, cups, napkins, accessories, condiments for group dining meals, and other supplies to be used for packaging home-delivered meals. Discussion of serving equipment should include all equipment needed at the site to properly maintain the food until serving time(s) or packing time for meals to be delivered to clients' homes by CONTRACTEE.

8. The VENDOR shall provide a description of the current food management staff and any additional staff who will be employed for this contract period. This shall include an organizational chart, job titles, and brief job descriptions for managers, cooks, drivers, dietitian, etc.

9. The VENDOR shall provide a brief statement to demonstrate their capability, based on past experience, to implement the nutritional and logistical aspects applicable to the performance of the contract.
10. The VENDOR shall provide a written plan for contingencies including, but not limited to, substitute driver availability, delivery of food in the event of vehicle breakdown, delivery of food in the event of emergency at a production site, and method of reimbursement if VENDOR must purchase replacement food. A contact name and phone number, in case of after-hour emergencies, shall be provided. See Section 9 Emergencies in this Minimum Meal Bid Spec Document for more details.
11. The VENDOR shall provide documentation of insurance coverage as required herein.
12. The VENDOR shall provide an independently audited financial statement for the last completed fiscal year.

GENERAL INFORMATION FOR BIDDERS

Region-wide bids shall be submitted on the basis of the delivered and complete price per type of meal, and if requested, the complete price per meal with equipment. The bid shall conform to all the descriptions herein and the cited regulations. Meals provided under this bid are not subject to South Carolina State sales tax.

The successful bidder may be requested to provide the same meals and services at the same price to additional sites as funds for this purpose become available to the CONTRACTEE.

Changes and additions to site locations shall be negotiated between the CONTRACTEE and the VENDOR; however, the final decision as to relocation of existing sites shall rest solely with the CONTRACTEE. The VENDOR, upon notice from the CONTRACTEE, shall then provide meals at the contracted cost to the relocated sites as requested by the CONTRACTEE. The LGOA and AAAs/ADRCs shall be kept apprised of all location changes of existing sites.

Other than in extreme emergencies, the VENDOR shall be given a thirty (30) day notice of closure or relocation of any existing site or of the addition of any new sites.

Holiday closings – Meal sites served under this contract shall be closed for approximately eleven holidays during the contract year. The CONTRACTEE, prior to the beginning of the contract period, shall furnish a list of these holidays to the successful VENDOR. The CONTRACTEE and VENDOR shall be familiar with and have an understanding of Chapter 400, Section 409 of this Manual, which outlines holidays, scheduled, emergency, and unscheduled closings.

Description of Meal Types and Service

Specifications for each type of meal to be procured under this contract include:

- Daily-Prepared Meals: Such meals are prepared and delivered in bulk daily to the sites by the VENDOR. Daily-prepared meals can be breakfast or main meal menus. They typically include a hot entrée.
- Frozen Meals: Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered to the sites by the VENDOR, usually on a weekly basis, and must be combined with supplements needed.
- Modified Meals: Meal plans meet the regular menu pattern but contain modifications to one or more menu items. The types and amounts of all items shall conform to the regular menu pattern. The following are examples of modified meals that a nutrition program may provide:

- A meal with a lower sodium entrée if the regular entrée is of significantly higher sodium content than usually served;
- A meal with fresh fruit, or juice-packed canned fruit in place of a concentrated sweet dessert;
- A meal with food items that have been altered in texture to accommodate the needs of an individual with problems chewing or swallowing. Examples of such food items include ground meat, thickened liquids, or all pureed foods.

- Therapeutic Diet Meals: based on the current *South Carolina Dietetics Association Diet Manual* (e.g., two grams sodium, 40 grams protein, 1200 Calories, and/or 40 grams fat). Such diets may not meet LGOA meal requirements if such a requirement would be a contraindication of the physician's written diet prescription and the therapeutic nature of the diet.
- Non-perishable (shelf-stable) Meals: These meals are stored without refrigeration and may be eaten with little preparation. The packaging must be easy to open, clearly labeled, and include preparation instructions when needed. Items should be labeled with expiration dates. When used as an Emergency Meal, Non-Perishable Meals shall be priced the same as the regular, Daily Prepared Meals. When Non-Perishable Meals are used on a regular basis for home-delivered meals, then there shall be a minimum of a two (2)-week menu cycle to insure variety for the client, and the price shall be bid separately on the bidding schedule. Sample Non-Perishable Meal menus are provided by the CONTRACTEE.
- Picnic Meals: Hot or cold meals served in a location other than the group dining meal site. The CONTRACTEE shall provide a two-week notice to the VENDOR when ordering Picnic Meals. The picnic menus are to be planned and coordinated with the CONTRACTTEE and with the participants' preferences in mind. The VENDOR shall agree to deliver the picnic meals on the day of the event at the usual location or at another agreed upon location. Picnic Meals shall be furnished at the same price as Daily Prepared Meals. Sample Picnic Meal menus are provided by the CONTRACTEE.
- Special Event Meals: Hot or cold meal for a planned special event such as an ethnic or holiday meal.
- Deli: Cold daily meal or cold second meal. The CONTRACTEE shall provide an agreed upon notice to the VENDOR whenever ordering deli meals. Deli meals shall be delivered to the site at the appropriate, safe temperature set by applicable State and Federal regulations and requirements. Individual components of the meal shall be individually wrapped or in appropriately sized cups with lids. Sample Deli Meal menus are provided by the CONTRACTEE. The CONTRACTEE may request a bid for Deli Meals to be used as the second meal of the day for selected participants. The menus prepared for these second meals may repeat every two (2) weeks. This menu cycle shall include meals with two (2) different Deli Meal menus for both Saturday and Sunday of each week. A second meal provided with the lunch meal shall provide a total of two-thirds (2/3) the Recommended Daily Allowance (RDA) in accordance with LGOA nutrient requirements.

Optional Beverage Service with Meals

A CONTRACTEE may ask for a bid with a daily beverage served in the group dining setting only. If this option is exercised, the VENDOR shall provide urns, sugar, sugar substitute, creamer, 6 ounce Styrofoam cups, and stirrers for coffee. The VENDOR shall provide a dispenser, ice, unsweetened tea, sugar, sugar substitute, stirrers, and 9 ounce plastic or Styrofoam cups for iced tea. The CONTRACTEE may request only one optional beverage. However, the CONTRACTEE can switch the option according to seasonal preference. The size of the urns

and dispensers provided to each site shall be large enough to accommodate the number of group dining meals ordered for the site.

Financial Statement from the Bidder

The bidder shall submit an independently audited financial statement for the last completed fiscal year, giving evidence of financial status and reference for verification.

Location of VENDOR and Production Facilities

The bidder shall submit information on food preparation and production facilities using ATTACHMENT A.

Quality Assurance for Food and Food Preparation and Production

Food Preparation and Safety

All food served shall be wholesome and of good quality. It shall be prepared in centers that meet the requirements of the SC Department of Health and Environmental Control (SCDHEC) (published in Food Service Establishments, Regulations-61-25), local occupancy and fire safety requirements, and have adequate security.

In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning and it is determined by SCDHEC to result from negligence of the VENDOR, the CONTRACTEE shall have justification for immediate cancellation of the contract.

The VENDOR shall provide a dial or digital style thermometer to each site. Site Managers should be given instructions on re-calibrating the thermometers to ensure the accuracy of each. The VENDOR, upon return of a malfunctioning thermometer, shall issue a replacement with the next meal delivery.

Frozen Meal Requirements when Prepared by the VENDOR

- Frozen meals must be produced using blast-chill/blast-freeze technology and equipment. The process used should meet local, state, and Federal regulations for the production of frozen meals containing meat and poultry products. Frozen meals produced by a non-USDA regulated facility must have written authorization from SCDHEC and the SC Meat-Poultry Inspection Department indicating that the process and facility meet with their guidelines for safety and quality.
- Requests for written authorization to produce frozen meals shall include descriptions (and/or diagrams) for the following: (1) number of meals to be frozen daily; (2) marketing intentions; (3) equipment to be used; (4) the facility to be used (5) the production process to be used; and (6) the number of personnel, their duties, and experience.

  These requests should be sent to:

  Sandra D. Craig, Director
  Food Protection Division
  Mailing address: 2600 Bull St, Columbia, SC 29201
  Physical address: 8500 Farrow Rd.
  Columbia, SC 29203
  Phone: 803-896-0640, fax: 803-896-0645; and/or

  Dr. Clyde Hoskins, Director
  SC Meat-Poultry Inspection Department, Sandhills Experimental Station
  Mailing address: P.O. Box 102406, Columbia, SC 29224-2406
  Physical address: 500 Clemson Road, Columbia, SC 29229

Phone: (803) 788-2260, fax: 803-788-8114
Email: Choskins@clemson.edu.

To ensure quality of frozen meals during storage and transportation, the VENDOR shall take any measure necessary to ensure that all meals remain in a solid-frozen state in accordance with USDA and SCDHEC guidelines.

CONTRACTEE Food Specifications

All food used in the preparation or service of meals for the CONTRACTEE shall be of high quality and meet any required standards and guidelines of the SCDHEC and the USDA. Food shall be from sources approved or considered satisfactory by the SCDHEC and USDA; shall be properly labeled; shall be free from spoilage, adulteration, and other contamination; and shall be safe for human consumption. No home-prepared or home-canned food is allowed.

The following minimum food standards must be met:

1. Canned Fruits and Vegetables – USDA Grade A
2. Fresh Fruits and Vegetables – #1 Quality
3. Poultry – USDA Grade A or better. All fresh poultry is to be washed before cooking
4. Beef – USDA Choice or better. Beef should be tender with a minimum of fat
5. Pork – USDA #1 or better. Pork should be tender with a minimum of fat
6. Ground Meats (beef, pork, poultry) shall not exceed twenty (20) percent fat by weight
7. Fish – All fish and seafood products shall be of comparable quality to USDA guidelines for beef and poultry
8. Eggs (or pasteurized eggs) – USDA Grade A or better
9. Milk and milk products (fluid or dry) – pasteurized and USDA Grade A
10. Salt – Iodized

Tested quantity recipes, adjusted to yield the number of servings needed, must be used to achieve consistent and desirable quality and quantity. Only actual recipe ingredients, as appropriate, should be used in the nutritional analysis. The VENDOR shall maintain a recipe file at each production site and provide the CONTRACTEE with a copy of these recipes when requested.

The CONTRACTEE reserves the right to modify the above requirements should items meeting the specifications not be acceptable to participants of the program.

The CONTRACTEE reserves the right to inspect such foods to determine compliance with the specifications and to reject any food not meeting such specifications. Preparation methods designed to conserve the nutritive value of food should be followed at all times. Specific attention should be given to short cooking periods and minimum use of water in preparation of vegetables. When delivered, the food shall be appetizing, attractive in color and texture, lightly seasoned, and not greasy. Whenever possible, the use of herbs and spices should be used to reduce the amount of sodium chloride in food preparation.

<u>Menus for Nutrition Services</u>

A. Cycle Menus

A four-week cycle of menus shall be planned at least quarterly. One or more representatives of the VENDOR (including a Registered Dietitian) and the CONTRACTEE shall meet in a mutually agreeable location to review draft menus. Proposed menus and nutritional analysis for each meal, showing values from the Nutrient Requirements and Values for Analysis table, shall be submitted to the CONTRACTEE at least two (2) weeks prior to the quarterly menu review meeting. Final approval of all menus rests solely with the CONTRACTEE.

The VENDOR shall furnish one copy of the final approved menus, nutrient analysis, and the serving utensil guide to the CONTRACTEE twenty (20) days prior to the service of said menu. The VENDOR shall furnish necessary copies of quarterly menus, the serving utensil guides, and posting menus to each site prior to the service of said menu. The weekly posting menus shall be in large print (no smaller than 14 point). Changes to the menu may be made only with prior approval of the CONTRACTEE. It shall be the responsibility of the VENDOR to notify service sites of approved menu changes.
NOTE: If the VENDOR provides meals from more than one production site, all production sites must use the same products and follow the same standardized recipes.

B. Meal Requirements for Nutrition Services

Each meal and all menus must be planned according to LGOA nutrition requirements and reflect participants' preferences. Religious, ethnic, cultural, or regional dietary requirements or preferences of a major portion of the group of participants at a group dining site shall be reflected in the planned menus. Birthday meals (or a special birthday dessert) shall be planned once a month. Holiday and/or special event meals shall be planned at the menu review meeting preceding the holiday or special event.

Food items within the meat, vegetable, fruit, and dessert groups shall be varied within the week and not repeated on the same days of consecutive weeks. A variety of food attributes and combinations shall be considered in menu planning.

All regular diet menus, both daily prepared and frozen meals, are to meet the requirements in these bid specifications. Non-perishable, picnic/special occasion, and deli meals do not have to meet the requirements at this time. The Nutrient Requirements closely follow a modified diet. Additional requirements for modified and therapeutic diet menus are specified separately.

C. Nutrient Requirements and Values for Analysis

(Note: Nutrient Requirements supersede the Meal Pattern. If the Nutrient Requirements are met, that is sufficient. The Meal Pattern is meant as a guide to assure that all nutrient requirements are met).

The table below presents the current minimum level of acceptable Dietary Reference Intakes (DRIs), which includes the Recommended Dietary Allowances (RDAs) nutrient values to use when planning and evaluating meals. Values are provided for serving one meal for one day's consumption for the average older adult population served by the Program. The guidelines for acceptable levels of RDA and DRI apply to frozen meals as well.

Nutrient Requirements and Values for Analysis

(The nutrients selected and compliance ranges reflect the minimum requirements for compliance.)

Nutrient	Required Value*	Conditions
Calories (Kcal)	**>600**	**Preferred Range 625 - 800**
Protein (% of total) calories)	**>15%**	**Each day**
Fat (% of total calories)	**<35%**	
Vitamin A (ug)	**300 ug**	**Averaged over one week**
Vitamin C (mg)	**30 mg**	
Vitamin B6 (mg)	**0.57 mg**	**Averaged over one week**

Vitamin B12 (ug)	**0.79 ug**	**Averaged over one week**
Calcium (mg)	**400 mg**	**Averaged over one week**
Magnesium (mg)	**140 mg**	**Averaged over one week**
Zinc (mg)	**3.7 mg**	**Averaged over one week**
Sodium (mg)	**1200 mg or less**	
Fiber (gm)	**>8 gm**	**Averaged over one week**

*** Required Value: This value represents one-third (1/3) of the DRIs.**

To increase menu variety, slight increases in the one-third (1/3) RDA minimums for fat and sodium may occur, although this should happen rarely. In other words, the variance from the required values should be kept at a minimum. When variance is not kept at a minimum, the VENDOR should explain the reason for any large variance to its AAA/ADRC, and consumers should be encouraged to make allowances by choosing smaller portions of fat and sodium in their other daily meal choices.

NOTE: Fortified foods should be used to meet certain vitamin requirements. The major portion of Vitamin A should be from vegetable (carotenoid) sources.

NOTE: Certain frozen meal VENDORs may not be able to comply with the preferred range for calories.

In an effort to assist the regions in delivering frozen meals where it is most economical to do so (and meets with the approval of clients), the frozen meals may contain more calories than the preferred range.

D. Meal Pattern for Nutrition Services

The meal pattern below provides approximately 685 calories per meal. The number of servings for each food group is based on the *USDA Food Guide* in the *Dietary Guidelines for Americans 2010* or any current or updated edition of the guidelines. These profiles represent the quantities of nutrients and other components that one would expect to obtain on average from a serving of food in each group. The food group components are specified in Section E below.

Food Group	Lunch	Recommendations
Fruit	**1-2 servings**	
Vegetable	**2-3 servings**	**At least 1 dark green leafy and 1 dark orange every week.**
Grain	**2 servings**	**Whole grains are recommended.**
Meat and Beans Group	**2 ounces**	
Milk	**1 serving**	**Puddings and other foods made with milk should be considered for the proportionate amount of milk used in their preparation.**
Dessert	**If served, 1 serving**	**Should come from existing food groups such as fruit group, grain, and milk groups.**

Accompaniments*	**1-2 servings**	**See accompaniments under Section E below.**
Beverages		**Water, juice is acceptable.**

***Accompaniments include margarine, mayonnaise, condiments, sauces, and spreads as needed.**

E. Food Group Components and Serving Sizes

The VENDOR shall adhere to the *USDA Food Guide in the Dietary Guidelines for Americans 2010* or the most recently updated version of the guidelines for food group components based on its general nutrient content and serving sizes. The VENDORS shall also adhere to all USDA regulations and food classifications.

When CONTRACTEE selects weekly delivery of shelf-stable or blast-frozen meals, quart and pint size containers of milk may be used.

Accompaniments

- If accompaniments are served, food analysis should show that the distribution of fat, calories, and carbohydrates remain within an acceptable range for the meal.
- Each serving may be approximately one teaspoon of fortified margarine or butter, mayonnaise, salad dressing, or vegetable oil.
- Include traditional meal accompaniments as appropriate, including condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, cranberry sauce to accompany turkey items, tartar sauce with fish, salad dressing with tossed salad, and margarine with bread or rolls. Limit use of high sodium products.
- Whenever feasible, provide reduced fat and sodium alternatives. Minimize use of fat and salt (sodium) in food preparation. Fats should be primarily from vegetable sources and in a liquid or soft (spreadable) form (polyunsaturated and monounsaturated fats) that are lower in hydrogenated fat (trans fatty acids), saturated fat, and cholesterol.

Beverages

- Fluid intake should be encouraged, as dehydration is a common problem in older adults. It is a good practice to have drinking water available.
- Other beverages, such as juices, may be served. Non-nutritive beverages do not help meet nutrition requirements, but can help with hydration.

F. Resources to identify foods high in specific nutrients

Foods considered good sources of specific nutrients are available and can assist in selecting foods to meet nutrient requirements. In addition, the CONTRACTEE may provide a list of foods that may be substituted for like-value foods on the menu. However, the approval process of making such menu substitutions is outlined by the CONTRACTEE in this meal bid document.

The latest *Dietary Guidelines for Americans 2010* (the most current edition found on the USDA web site), as well as the Dietary Reference Intakes (DRIs) can be found at the US Department of Agriculture (USDA), National Agriculture Library at http://ndb.nal.usda.gov/.

The USDA's National Nutrient Database for Standard Reference, Release 19 is available online http://ndb.nal.usda.gov/ or http://ndb.nal.usda.gov/ndb/foods/list. The database contains reports of selected food items and nutrients sorted by food description or in descending order by nutrient content in terms of common household measures. Additional resources are available from the National Policy and Resource Center on Nutrition and Aging, http://nutritionandaging.fiu.edu/.

G. CONTRACTEE Menu Substitutions, Shortages, and Replacements

All menu substitutions should be of equivalent nutritional value, and such replacements must be approved by the CONTRACTEE in accordance with these meal bid specifications. The CONTRACTEE may provide the VENDOR with a list of approved food substitutions. Non-scheduled substitutions by the VENDOR shall be limited to four (4) per year. In the event the VENDOR makes an additional substitution without prior approval, CONTRACTEE shall not be responsible for payment for the unapproved substituted menu item. Likewise, any menu item omitted shall not be honored by the CONTRACTEE; the cost of said items shall be deducted from the bill at a rate per item to be determined at the time the contract is awarded.

When all or part of a meal is short, the VENDOR shall provide reimbursement to the CONTRACTEE or CONTRACTEE'S representative, within one (1) week, for any out of pocket expenses incurred for replacement items. If the VENDOR, to replace an ordered meal that was not delivered, must purchase a full meal, the VENDOR may bill the CONTRACTEE for each replacement meal up to the amount of the contracted cost. Whenever the VENDOR provides reimbursement for replacement meals, the CONTRACTEE shall report the replacement meals as ordered and delivered.

H. VENDOR's General Requirements

All equipment and vehicles used in the preparation, transportation, service, and delivery of food must meet the current requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) and be approved by the appropriate county health department. Before entering into a contract the VENDOR must have an operating license for the facility and appropriate equipment must be NSF (formerly known as the National Sanitation Foundation) approved. The VENDOR shall perform maintenance on all equipment owned by the VENDOR to ensure the equipment is in good working order.

I. Temperature Maintenance of Potentially Hazardous Foods

Potentially hazardous food requiring refrigeration after preparation shall be rapidly cooled to an internal temperature which meets current Federal and State regulations set by the U.S. Department of Agriculture (USDA) and the South Carolina Department of Health and Environmental Control (SCDHEC). Potentially hazardous foods include: poultry, fish, shellfish, egg products, meat, meat products, milk, milk products, puddings, food high in protein, cream-filled goods, gravies, sauces, custards, potato and protein salads, potatoes, tofu, cooked beans, cooked winter squash, cooked rice, low-acid foods, and all foods that can spoil.

Potentially hazardous food shall be packaged at the production site and transported in enclosed vehicles in a manner that will maintain hot and cold food at the required temperature according to the current food preparation, transportation, and serving regulations set by the SCDHEC. The VENDOR shall keep daily records of the temperature

of potentially hazardous foods when packed and provide these records upon request. These records shall be kept for a period of seven (7) years.

The CONTRACTEE shall work with the VENDOR to develop preparation and delivery systems and schedules which adhere to all applicable local, State, and Federal guidelines, regulations, and policies. If necessary, vehicles must be equipped with adequate facilities, automatic in operation and thermostatically controlled, for maintaining food at safe temperatures that meet SCDHEC thermostat/temperature requirements.

In addition to the above requirements for transporting the food, the VENDOR shall provide equipment necessary for maintaining safe temperatures of food at the meal site until serving time or packing for delivery to the client, **adhering to all current food preparation, handling, transportation, temperature requirements, and regulations set by SCDHEC.**

J. VENDOR'S & CONTRACTEE'S Equipment for Daily-Prepared and Picnic Meals

Daily-prepared food shall be delivered to nutrition sites in bulk. It shall be packaged so that there will be a minimum of spills in the carrier. The VENDOR shall take any necessary measures including, but not limited to, reducing fill level and covering pans with stretch plastic film, aluminum foil, and metal lids to prevent spillage. Carriers shall be provided in a size and/or quantity to contain all food delivered to the sites. Special care shall be taken in packaging cold food to prevent melting ice from contacting food.

When an optional beverage is offered, a stainless steel coffee maker or thermoplastic tea urn shall be provided to each site, dependent upon the beverage choice of the CONTRACTEE. The number of meals served at the site shall determine the size of the beverage containers. Cleaning of the coffee maker and tea urn shall be the responsibility of the meal site personnel.

K. VENDOR's Equipment for Frozen Meals

Frozen meals must be stored at zero (0˚) degrees Fahrenheit. During transportation and delivery the meals must remain frozen solid to the touch. The VENDOR shall take any measure necessary to provide equipment and vehicles to ensure they remain in this state. The CONTRACTEE may ask for a meal replacement if the frozen meal is not frozen to touch upon delivery.

The fresh, canned, or frozen food items, which are used to supplement a frozen entrée, must be handled appropriately.

Equipment needed at dining sites to properly handle and prepare these meals shall include chest freezers, convection ovens, milk containers, and refrigerated units. Maintenance of this equipment when provided by the VENDOR shall be the responsibility of the VENDOR, but daily cleaning of the equipment shall be the responsibility of the meal site personnel.

L. VENDOR'S Equipment for Non-Perishable Meals

Non-perishable and Emergency Meal components shall be stored in a dry and temperature-controlled location, as are other dry goods, and where contents will remain intact without denting, crushing, etc. The VENDOR shall adhere to all current food storage and preparation requirements and regulations set by the South Carolina Department of Health and Environmental Control (SCDHEC).

M. VENDOR Delivery of Meals

The VENDOR shall be flexible regarding the number of daily meals, but must have a daily minimum of twenty-five (25) group dining meals per site, in addition to any home-delivered meals served by the CONTRACTEE. (The AAA/ADRC shall obtain a waiver for the provider/contractor, using the LGOA's Group Dining Waiver Request Form if a site serves less than twenty-five (25) group dining meals a day.) For daily-prepared meals, the CONTRACTEE and its authorized designees shall notify the VENDOR by 3:00 p.m. of each serving day the number of meals required for the next serving day. This shall constitute a purchase order, which shall cover the maximum billing for that order. Only those persons authorized by the CONTRACTEE have the authority to make a change in the number of daily meals. CONTRACTEE shall provide a list of authorized persons at the time the contract is executed.

The VENDOR shall follow an established delivery schedule for each of the meal sites to ensure that meals are served at the given time.

Upon delivery of meals to each meal site, an authorized representative of the CONTRACTEE shall sign a receipt/voucher in multiple copies to verify receipt of the correct food order, with copies to be retained by the VENDOR and the CONTRACTEE. Such receipts/vouchers shall list the number and types of meals ordered and received. Meal site staff is responsible for submitting receipts for each delivery, entering the number of meals delivered, noting any discrepancies, and rating general food quality. Copies of these receipts shall be kept by the CONTRACTEE for a period of seven (7) years in the event the AAA/ADRC or LGOA requests to review them.

N. VENDOR and CONTRACTEE Supply Responsibilities

The VENDOR shall be responsible for providing the service supplies as specified by the CONTRACTEE. This may include disposables and other utensils. Dining sites may have available china, flatware, glasses, and other reusable items for meal service if a quality commercial dishwasher is available on site. It shall be the responsibility of the AAAs/ADRCs to work with the CONTRACTEE to establish supply responsibilities in their respective planning and service areas for portions, which adhere to Administration on Aging (AoA) requirements including the one-third (1/3) RDI dietary guidelines, as well as all USDA and SCDHEC safety and health requirements. This shall include table settings (single service) for trays, cups, as well as other items such as straws, flatware, napkins, gloves, condiments, sandwich bags, and containers for iced-cakes and any other items needed for serving meals or providing table settings.

O. VENDOR Management and Supportive Personnel

The VENDOR shall have a working knowledge of the Older Americans Act (OAA) Nutrition Program and all policies and procedures of the Lieutenant Governor's Office on Aging (LGOA) and Area Agency on Aging (AAA)/Aging and Disability Resource Center (ADRC). The VENDOR shall be available to participate, upon invitation, in Nutrition Program activities that are held throughout the contract area. Supportive personnel including, but not limited to, a Registered Dietitian, shall be available to the CONTRACTEE and the sites served under the contract for menu planning, recipe modification, and technical assistance related to the food service operation. The name of the person at each food production center whose primary responsibility is the management of the food service for the VENDOR must be provided to the CONTRACTEE (Attachment

C Project Menu Plan for Breakfast). The VENDOR shall designate an individual to serve as the primary liaison to the CONTRACTEE.

VENDOR management personnel shall be available to the CONTRACTEE, at least quarterly, to provide training in food service/portion control, proper care of equipment, safety, sanitation, and serving techniques to meal site managers. Meal sites shall be visited at least quarterly per contract year by a designated representative of the VENDOR to determine the quality of service and acceptability of food by participants. Lines of communication shall be open between the VENDOR and the CONTRACTEE. The VENDOR shall agree to employ older workers, if possible.

A written report of all visits and training sessions conducted by the VENDOR shall be provided to the CONTRACTEE within two (2) weeks of completion of all visits and trainings conducted. The CONTRACTEE shall keep this report on file to provide upon request.

P. VENDOR and CONTRACTEE Emergency Procedures

The VENDOR shall provide a copy of their emergency procedures for delivering food in the case of truck or equipment breakdown.

One (1) day's supply of non-perishable meals must be kept on inventory at each production site in case of equipment breakdown or other unavoidable emergency. As used, this emergency supply will be replaced by one of the alternate menus.

As a general rule, in the event of hazardous weather or an emergency situation, if the public schools are closed or open late, the site shall also be closed or open late. (All VENDORS and CONTRACTEES shall abide by the emergency closing protocols found in Chapter 400, Section 409 of the South Carolina Aging Network's Policies and Procedures Manual.)

The manager for the CONTRACTEE and production center manager(s) are responsible for notifying each other prior to 7:00 a.m. if hazardous weather conditions exist in either the contract area or the production center area.

If the production center manager is notified prior to 7:00 a.m. of a site closing due to hazardous weather, the food already prepared shall be promptly frozen or refrigerated, as appropriate, and the day's menu shall be substituted for the following day's menu if applicable.

If delivery truck(s) have departed from the production site(s) prior to a 7:00 a.m. cancellation of meals by the CONTRACTEE, the CONTRACTEE is not liable for payment for those cancelled meals.

The CONTRACTEE and production center managers are responsible for providing each other with home telephone numbers for emergency use only. In the case of late opening, a change in serving time may be agreed upon between the VENDOR and the CONTRACTEE if weather conditions are expected to improve in time for delivery before 1:00 p.m.

Q. VENDOR Minimum Insurance Coverage

The SUBGRANTEES of the Lieutenant Governor's Office on Aging (LGOA), known as the Area Agencies on Aging (AAAs)/Aging and Disability Resource Centers (ADRCs) will not reimburse the CONTRACTEES if the VENDORS do not carry at least the minimum insurance coverage for Worker's Compensation, Comprehensive (including products), and

Automotive Liability. It shall be the responsibility of the AAAs/ADRCs to ensure that CONTRACTEEs only obtain services from VENDORS that have at least the minimum insurance coverage as determined by the AAAs/ADRCs and VENDORS, based on current recommended minimum levels from the South Carolina Department of Insurance and insurance industry standards for each planning and service area.

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The awarded VENDOR shall furnish to the CONTRACTEE, within ten (10) days after written acceptance of bid, a copy of the Liability Insurance Certificate. The award shall not become effective until receipt of the required Liability Insurance Certificate.

R. VENDOR and CONTRACTEE Meal Service Reporting and Billing

The VENDOR shall supply all reports requested by the CONTRACTEE, and the CONTRACTEE shall make these reports available to the AAA/ADRC upon request. Working through the AAA/ADRC, the Lieutenant Governor's Office on Aging (LGOA) reserves the right to review these documents as well. The VENDOR shall bill the CONTRACTEE on the last day of each month. The CONTRACTEE shall pay such billings within thirty (30) days of invoice receipt. Both the CONTRACTEE and VENDOR are responsible for mutual agreement on numbers of meals ordered and delivered on a monthly basis for reporting/billing purposes.

S. VENDOR Program Assurances

The VENDOR shall guarantee that the meals conform to the requirements of the contract, the Older Americans Act (OAA), and the nutrition policies of the Lieutenant Governor's Office on Aging (LGOA). Each menu shall be prepared, approved, and signed by a registered dietitian. Copies of the signed and approved menus must be retained by the VENDOR and made available to the CONTRACTEE, AAA/ADRC and LGOA upon request.

The VENDOR shall allow representatives of the Administration on Aging (AoA), United States Department of Agriculture (USDA), LGOA and CONTRACTEE to conduct on-site review of the VENDOR's Production Center(s) without prior notice.

The VENDOR shall meet, as appropriate, with the CONTRACTEE'S manager, site managers, and site committees to make adjustments in the meals service to meet religious, ethnic, cultural, or regional dietary requirements or preferences.

The VENDOR shall keep full and accurate sales and procurement records related to sales covered by the contract. All such accounting records shall be kept on file for a minimum of seven (7) years after the end of the Federal fiscal year, to which the records pertain or any other period which the CONTRACTEE may from time to time designate. The VENDOR shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place. The authorized officials shall have the right to conduct on-site reviews of the food service, transportation, and handling operations.

No equipment, except NSF (formerly known as the National Sanitation Foundation) approved insulated containers for home delivered meals, shall be furnished or maintained by the CONTRACTEE. The VENDOR shall supply and maintain approved automotive vehicles, insulated containers and other equipment, (including utensils, cutlery, service ware, cups, straws, napkins, accessories, and condiments) appropriate for the storage,

preparation, delivery, and serving of hot and cold foods and frozen meals abiding by all safety measures and sanitary practices in handling operations.

In the event that the VENDOR fails to deliver any meal (s) or other food to the designated sites as agreed upon, the CONTRACTEE may procure a meal (s) or other food elsewhere and charge the VENDOR the cost of such replacement or any other expense incurred in procuring such replacement.

A VENDOR contract shall be deemed as non-compliant and shall be justified for immediate cancellation of the contract if the VENDOR fails to deliver scheduled meals for a three (3) day consecutive period, or if any person eating meals prepared under this contract becomes ill as a result of a food-borne illness attributed to the negligence of the VENDOR, as determined by the South Carolina Department of Health and Environmental Control (SCDHEC).

The VENDOR shall not subcontract any portion of the contract to another food service company, without prior written approval by the CONTRACTEE. The CONTRACTEE must notify the AAA/ADRC of any subcontracts.

The VENDOR shall be responsible for all fees, taxes, and licenses required for operating under this contract.

The VENDOR shall be flexible regarding the number of meals to be provided at each site from day to day.

Both the CONTRACTEE and VENDOR shall maintain on file, financial documents pertaining to this contract for seven (7) years.

General Conditions and Compliances for VENDORS

1. Civil Rights Act of 1964, title VI and VII

The VENDOR shall abide by all Federal and State employment laws, regulations, and requirements, including but not limited to, the Civil Rights Act of 1964, Title VI and VII, the Americans for Disabilities Act, and the United States Department of Labor (USDOL) Employment Standards Administration.

2. VENDOR and CONTRACTEE Indemnification

The VENDOR shall act as an independent contractor and not as an employee or agent of the CONTRACTEE in operating the aforementioned services. The VENDOR shall be liable, and agree to be liable for, and shall indemnify, defend, and hold the CONTRACTEE harmless, for all liability incurred claims, suits, judgments, or damages arising from the operation of the aforementioned services during the course of the Agreement.

3. Termination of VENDOR

Subject to the provisions below, the CONTRACTEE may terminate the contract for any reason, provided a thirty (30) day written notice is given to the VENDOR in advance.

- Termination for Convenience: In the event that this contract is terminated or cancelled for the convenience of the CONTRACTEE, without the required thirty (30) days advance written notice, then the CONTRACTEE may need to negotiate termination costs with the VENDOR, if appropriate.
- Termination for Cause: Termination by the CONTRACTEE for cause, default, or negligence on a part of the VENDOR shall be excluded from the foregoing

provisions; termination costs, if any, shall not apply. The thirty (30) days written notice in advance requirement is waived, and the default provision shall apply.

- In Case of Default: In case of default by the VENDOR, the CONTRACTEE reserves the right to purchase any or all items in default in the open market, charging the VENDOR with any additional costs. The defaulting VENDOR shall not be considered a responsible bidder until the assessed charge has been satisfied.

  The VENDOR may terminate the contract giving the CONTRACTEE no less than a 120 days prior written notice of intention to terminate as of the date specified.

  The CONTRACTEE shall notify the AAA/ADRC immediately upon termination of contract.

4. Contract Period between VENDOR and CONTRACTEE:

The contract shall run from July 1, ____, through June 30, ____, with the option being renewed on an annual basis, not to exceed three (3) additional years. This contract shall automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the VENDOR elects not to extend on the anniversary date, the VENDOR must notify the CONTRACTEE of its intention in writing 120 days prior to the anniversary date. At renewal time, the CONTRACTEE may elect to add an optional service, which is stated in this contract, subject to negotiations, and a written agreement between both parties.

Price changes may be negotiated to be effective on renewal date if extended. If the contract is extended beyond the initial contract year, price adjustments shall equal the change in the United States Consumer Price index for all urban consumers (CPI-U) for food away from home for the previous twelve month contract period. In the event of a major change in the quantity of meals, the CONTRACTEE reserves the right to negotiate the price based on market conditions.

ATTACHMENT A: LOCATION OF VENDOR AND PRODUCTION FACILITY

NAME OF VENDOR:	
ADDRESS:	
PHONE:	
CONTACT:	

	LIST OF PRODUCTION FACILITIES	DATE OF MOST RECENT INSPECTION	GRADE
1.			
	Phone:		
	Manager:		
2.			
	Phone:		
	Manager:		
3.			
	Phone:		
	Manager:		
4.			
	Phone:		
	Manager:		

Copies of most recent sanitation inspection (a USDA/FDA certification, if applicable) for each production facility must be attached.
NOTE: If a bidder is purchasing pre-plated blast-frozen meals, the bidder must also supply evidence that such VENDOR complies with all the requirements contained herein and must provide the VENDOR's plant inspection number and USDA certification.

ATTACHMENT B: PROJECT MENU PLAN FOR LUNCH/DINNER
WEEK # _____

Day					
Month, Date					
Meat or alternate (3 ounce)					
Vegetables and Fruits (2 servings)					
Bread or alternates (2 servings)					
Milk or alternate (1 cup)					
Dessert (1 serving)					
Accompaniments (as needed)					
Beverage (optional)					
Notes:					

Prepared by _____ VENDOR _____ Effective date _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

_____ _____

VENDOR Dietitian/Nutritionist ADA Registration Number

ATTACHMENT C: PROJECT MENU PLAN for Breakfast
WEEK # _____

Day					
Month, Date					
Meat or alternate (1 ounce)					
Vegetables and Fruits (2 servings)					
Bread or alternates (3 servings)					
Milk or alternate (1 cup)					
Accompaniments (as needed)					
Beverage (optional)					
Notes:					

Prepared by _____ VENDOR _____ Effective date _____ to _____
I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

_____ _____
VENDOR Dietitian/Nutritionist ADA Registration Number

ATTACHMENT D:SAMPLE VENDOR MENU REQUIREMENTS

Note to VENDORs: Menu plans must be developed for the following menu types as checked:

- ❑ Regular main meal menus for July, August, and September (4 week cycle, 20 menus).
- ❑ Modified main meal menus for July, August, and September (4 week cycle, 20 menus).
- ❑ Frozen regular and modified main meal menus for July, August, and September, if a CONTRACTEE requests a bid for these frozen meals (4 week cycle, 20 menus).
- ❑ A two-week set of non-perishable, shelf-stable meal menus (10 menus).
- ❑ Non-perishable, emergency meals (3 menus).
- ❑ Picnic meals, Special meals, and Holiday meals (2 menus for each type).
- ❑ Deli Meals for July, August, and September to include 2 meals for week-end days (18 menus total).
- ❑ Breakfast menus (2 weeks or 10 menus).

SAMPLE CONTRACTEE MENUS

Note to VENDORs: Sample menus (for those menu types checked) are provided for reference.

- ❑ Regular main meal menus.
- ❑ Modified main meal menus.
- ❑ Frozen regular and modified main meal menus.
- ❑ Non-perishable shelf-stable meal menus.
- ❑ Non-perishable emergency meals.
- ❑ Picnic menus, special meal menus, and holiday meal menus.
- ❑ Deli meals menus.
- ❑ Breakfast menus.

APPENDIX 500B: INSPECTION CHECKLIST FOR SENIOR CENTERS/NUTRITION SITES

Service Provider: _____

Site: _____

Inspector: _____ **Date:** _____

PERSONNEL ISSUES

_____ 1. All serving personnel are clean, wear gloves, and are free of cuts and infections.

_____ 2. All personnel eat, drink, and smoke only in approved areas or break room.

FACILITY AND EQUIPMENT ISSUES

_____ 3. Facility is handicap accessible.

_____ 4. Floors and walls are clean, clear of clutter, and in good repair.

_____ 5. Room is well ventilated and has a comfortable temperature.

_____ 6. Lighting is adequate.

_____ 7. Tables, counter-tops, and surfaces near food serving areas are clean, sanitized, and well maintained. Wiping Cl not disposable, must be kept in sanitizing solution of one part bleach to ten (10) parts water during the day, as washed and dried at night.

_____ 8. Hand-washing facilities are equipped with hot (>110°) and cold water, soap and sanitary towels.

_____ 9. Water source is safe: hot/cold and good pressure.

_____ 10. Restroom facilities are clean, adequate, accessible, in good repair, and are well-stocked with supplies.

_____ 11. Garbage is contained in covered receptacles, of an adequate number, kept away from serving areas, and has a surrounding area that is clean and free of insects and rodents.

_____ 12. Vermin such as flies, cockroaches, mice, etc., are controlled.

_____ 13. Food and single-use supplies are stored in a safe manner, and cleaning supplies are stored in a separate place that is away from food and food serving supplies.

_____ 14. Food carriers used to transport individually portioned meals to homes are insulated, clean, and can be sanitized.

FOOD SAFETY ISSUES

_____ 15. Approved probe thermometer is available and accurate. Temperatures are measured and recorded.

_____ 16. Temperatures of potentially hazardous foods are maintained at minimum temperature requirements as set by the South Carolina Department of Health and Environmental Control (SCDHEC) regulations and guidelines.

_____ 17. Food is portioned properly, using correct utensils and sanitary food handling techniques.

_____ 18. An approved method of food service is used.

a) Sneeze guards on display cases; or

b) Tray preparation in a protected area and handed to clients as they pass through a service window or doorway, or given to a volunteer who takes the tray to the client at the table.

_____ 19. Food is from approved sources.

COMMENTS, NEEDED CORRECTIONS, AND CORRECTION COMPLETION DUE DATE:

_____

_____

_____

_____

_____

Aging PI-96-02 (Form Revised 03/18/96)