LIEUTENANT GOVERNOR'S OFFICE ON AGING

SOUTH CAROLINA AGING SERVICES POLICIES AND PROCEDURES MANUAL

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MAINTENANCE LOG
SUMMARY LIST OF UPDATES TO THE MANUAL

August 4, 2017	**Evidence-Based Programs (504B)**	**Units as a group/no assessments needed.**
October 5, 2017	**Emergency Meals (206R and 503E)**	**HCBS funded meals not meeting 1/3 RDI.**
January 25, 2018	**Minimum Meal Bid Specifications**	**Emergency Meals/DRI/DGA (amendments are in red)**

CHAPTER 100: INTRODUCTION

101: Purpose of the SC Aging Services 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 Services 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 for Community Living (ACL), and the LGOA. The mission of the LGOA is to meet the present and future needs of South Carolina's seniors 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 policies stated in this Manual are intended to aid in keeping seniors at home, independently and safely for as long as possible.

This Manual incorporates policies, standards, and procedures required by the OAA. It is also reflective of related federal regulations issued by the Administration for 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 and the 10 designated Area Agencies on Aging (AAAs) in executing programs, services, and grants administration responsibilities in a professional manner. As stewards of OAA funding on the state level, the LGOA 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 AAAs with the guidance necessary to maintain region specific 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.

Each AAA is different and specific regional policies should be addressed within the framework of this Manual. While the provisions of this Manual reflect OAA and LGOA requirements, the AAAs are responsible for using this Manual as a guide for setting policies and protocols that best represent the needs of their respective planning and service area regions. In setting region-specific policies and protocols, the AAAs shall ensure that each policy and procedure established is set within the parameters of OAA and LGOA guidance and policies.

This Manual supersedes all previous editions of the South Carolina Aging Services Policies and Procedures Manual. The AAAs shall adhere to the current Manual (except when new Program Instructions (PIs) are issued), regardless of prior contractual stipulations. The AAAs shall enact region specific policies and procedures, using this Manual, for their contractors to follow during the duration of this Manual. Current copies of the region-specific policies and procedures manual shall be provided to the LGOA via PSAHelp@aging.sc.gov by June 30th annually.

The LGOA has taken every step to ensure accuracy when drafting this Manual. Any corrections or comments should be directed to the LGOA Policy Manager via PSAHelp@aging.sc.gov.

102: Scope and Organization of the SC Aging Services 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 Services 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 objective the 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 Area Agency on Aging (AAA) of any changes, indicating the effective date of the changes through email or letter. The AAA 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 draft new PIs after consultation with the Policy Manager 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). The AAAs shall immediately notify the 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.

When first enacted in 1965, the Act authorized funding to support a State Unit on Aging (SUA) in each state (the LGOA in South Carolina). It also provided funds for each SUA 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 16 times since 1965 and was last amended in 2016.

106: Definitions of Terms Used in the SC Aging Services 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 (USDHHS), which is charged with the responsibility for administering the provisions of the OAA. The AoA is now part of the Administration for Community Living (ACL) at the USDHHS.

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

Adult Child with Disabilities: According to the OAA, means a child who is 18 years of age or older; is financially dependent on an older individual who is a parent of the child; and has a disability.

Adult Day Care/Adult Day Health (One hour) (as defined by NAPIS): Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance, and home health aide services for adult day health**.** Note: The OAA considers Adult Day Care to be a temporary Respite function.

Agency Executive/Management Staff (as defined by NAPIS): Personnel such as State Unit on Aging (SUA) director, directors of key divisions, and other positions which provide overall leadership and direction for the state or Area Agency on Aging.

Aging and Disability Resource Center (ADRC): An entity, network, or consortium 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- and privately-supported long-term care programs for which older individuals and persons with disabilities may be eligible by serving as a convenient point of entry for such programs. ADRC's include an emphasis on independent living and home and community-based services. 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.

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 (RAAC), required by the OAA, which is organized to advise the AAA 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 OAA aging programs described in this Manual.

Area Plan: The official document that is submitted by a designated AAA to the LGOA for approval in order to receive aging grant funding during a grant period set by the LGOA every four years. The State of South Carolina has a four-year State Plan which is submitted to the ACL. The AAA's Area Plan is based partly on the State Plan Assurances. The AAA's approved 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 shall be strictly adhered to by the AAA and its contracted service providers.

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

Assisted Transportation (One Way Trip) (as defined by NAPIS): Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

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

At Risk for Institutional Placement: When an individual is unable to perform at least two 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]).

Caregiver (as defined by NAPIS)**:** 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.

Caregivers' Access Assistance (one contact) (as defined by NAPIS): A service that assists caregivers in obtaining access to the services and resources that are available within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures. **Note:** Information and assistance to caregivers is an access service, i.e., a service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Caregivers' Counseling (one session per participant) (as defined by NAPIS): Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families).

Caregivers' Information Services (one activity) (as defined by NAPIS): A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. [**Note:** service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities.]

Caregivers' Supplemental Services (as defined by NAPIS)**:** Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies.

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

to NAPIS classifications, case management is assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. A unit of Case Management is an hour.
Note: The Veteran Directed Home and Community-Based Services (VDHCBS) program allows case management.

Child: NAPIS defines a child as an individual who is not more than 18 years of age or an individual 19 – 59 years of age who has a disability. Under the Family Caregiver Support Program (FCSP) in the OAA, child is a term used in relation to a grandparent or other older relative who is a caregiver of a child.

Chore: (one hour) (as defined by NAPIS): Assistance such as heavy housework, yard work, or sidewalk maintenance for a person.

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 and service area.

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.

Congregate Meal (one meal) (as defined by NAPIS)**:** A meal provided to a qualified individual in a group setting. The meal as served meets all of the requirements of the OAA and state and local laws.

Constituent: A person who authorizes another to act on 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. (PIP does not pay for land acquisition or architectural and engineering fees.)

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 AAAs 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 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, or contracted provider.

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 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 information and referral, 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 ACL for use in 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 shall be given to older persons in the target groups identified in the Act and elsewhere within this Manual.

Elderly Client (as defined by NAPIS)**:** An individual who is 60 years of age or older, or who is less than 60 years of age and has a diagnosis of early onset dementia, who receives OAA services.

Event Transportation: Round trip transportation, with multiple riders, starting from and returning to a single point of origin, going to an event that is beneficial for seniors, and approved by the Area Agency on Aging (AAA). (Examples of Event Transportation include, but are not limited to, trips to cultural events, parks, and/or sporting events).

Evidence-Based Health Promotion Programs: A research-based program 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, who 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 Support Program: A program required by the OAA to provide support to an adult family member, or another individual, who is an "informal" provider of in-home and community care to an older individual. The OAA sets five required FCSP support services:

1. Information to Groups
2. Assistance to Caregivers in Gaining Access to Services
3. Individual Counseling, Support Groups, and Caregiver Training
4. Respite Services
5. Supplemental Services

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 (OAA Definition): A facility established to encourage the maximum collocation and coordination of services for older individuals. **OAA Section 102**

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.

Geographically Isolated: Those seniors living in remote or rural areas.

Grandparent or other older relative caregiver of a child (as defined by NAPIS)**:** A grandparent, stepgrandparent, or other relative of a child by blood or marriage, who is 55 years of age or older and—

(A) lives with the child;

(B) 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

(C) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Note: In South Carolina the program that supports a grandparent or other older relative caregiver of a child is called Seniors Raising Children.

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 isolation caused by racial or ethnic status that restrict an individual's ability to perform normal daily tasks or that threaten such individual's capacity to live independently.

Group Dining Site Activities: The OAA requires group dining centers to provide a mid-day activity that includes a nutritious meal and nutritional education, as well as a variety of activities to promote socialization. These activities include, but are not limited to, health, social, nutritional, and educational services. The activities should be beneficial to the group dining recipient's health and wellness in order to promote independent living. Note: Congregate Meal (as defined by NAPIS): One meal provided to a qualified individual in a group setting. The meal as served meets all of the requirements of the OAA and state and local laws.

Group Transportation: A trip, with multiple riders, starting from a single point of origin, going to a single drop-off point (for example, a trip starting at the group dining site to a Walmart).

Health Promotion and Disease Prevention (as defined by NAPIS)**:** Services that include health screenings and assessments; organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person 60 or older. Since service units could be so diverse that they would not provide meaningful results, they are not included. Note: FY 2012 Congressional appropriations now require Title III-D funding can be used only for programs and activities demonstrated to be evidence-based. For more information, see *Department of Health and Human Services Appropriations Act, 2012 (Division F, Title II of P.L. 112-74).*

High Nutritional Risk (persons) (as defined by NAPIS): An individual who scores six or higher on the DETERMINE Your Nutritional Risk checklist published by the Nutrition Screening Initiative.

High Risk Subgrantee: An Area Agency on Aging (AAA) or 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: Homebound status is established if an individual resides at home and meets one or more of the following: is unable to drive, or is limited in ability to drive extended time or distance, or does not have access to transportation, or is geographically isolated, and may be at risk for institutionalization.

Home-Delivered Meal (one meal) (as defined by NAPIS): A meal provided to a qualified individual in his/her place of residence. The meal as served in a program administered by the AAAs and/or their contractors shall meet all of the requirements of the OAA and state and local laws.

Homemaker (one hour) (as defined by NAPIS): Assistance such as preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

Impairment in Activities of Daily Living (ADL) (as defined by NAPIS): The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision, or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.

Impairment in Instrumental Activities of Daily Living (IADL) (as defined by NAPIS): The inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, stand-by assistance, supervision, or cues: preparing meals, shopping

for personal items, medication management, managing money, using a telephone, doing heavy housework, doing light housework, and transportation ability (transportation ability refers to the individual's ability to make use of available transportation without assistance).

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.

Information and Assistance (one contact) (as defined by NAPIS): A service that: (1) provides individuals with information on services available within the communities; (2) links individuals to the services and opportunities that are available within the communities; (3) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

In-Home Service: Personal care, chore, and homemaker, telephone reassurance, and in-home respite care for families.

Instrumental Activities of Daily living (IADLs): Instrumental activities of daily living (IADLs) are the complex skills needed to successfully live independently.

Legal Assistance (one hour) (as defined by NAPIS): Legal advice, counseling, and representation by an attorney or other person acting under the supervision of an attorney. Any legal advice, counseling, or representation shall be provided by a licensed attorney.

Legal Assistance Development (as defined by NAPIS): Activities carried out by the state "Legal Assistance Developer" that are designed to coordinate and enhance state and local legal services and elder rights programs.

Living alone (as defined by NAPIS): A one person household (using the Census definition of household) where the householder lives by himself or herself in an owned or rented place of residence in a non-institutional setting, including board and care facilities, assisted living units, and group homes.

Long-Term Care: Any service, care, or item (including assistive devices), Evidence-Based Disease Prevention and Health Promotion services, and in-home 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.

Meal Volunteer: An individual, who provides volunteer services during meal hours, has assigned duties, and is properly recorded and documented as a meal volunteer by the contracted provider.

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

Minority Provider (as defined by NAPIS): A provider of services to clients which meets any one of the following criteria: 1) a not for profit organization with a controlling board comprised at least 51 percent of individuals in the racial and ethnic categories listed below; 2) a private business concern that is at least 51 percent owned by individuals in the racial and ethnic

categories listed below; 3) a publicly owned business having at least 51 percent of its stock owned by one or more individuals and having its management and daily business controlled by one or more individuals from the racial and ethnic categories listed below. The applicable racial and ethnic categories include: American Indian or Alaskan Native, Asian, Black or African-American, Native Hawaiian or Other Pacific Islander, or Hispanic.

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 Aging Information Manager System (AIM) report which shall be submitted monthly by the AAAs 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 Counseling (one session per participant) (as defined by NAPIS): Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietician, and addresses the options and methods for improving nutrition status.

Nutrition Education (one session per participant) (as defined by NAPIS): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietician or individual of comparable expertise.

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.

Nutrition Services Incentives Program (NSIP) Meals (one meal) (as defined by NAPIS): A Nutrition Services Incentive Program (NSIP) Meal is a meal served in compliance with all the requirements of the OAA, which means at a minimum that: 1) it has been served to a participant who is eligible under the OAA and has not been means-tested for participation; 2) it is compliant with the nutrition requirements; 3) it is served by an eligible agency; and 4) it is served to an individual who has an opportunity to contribute. NSIP Meals also include home-delivered meals provided as Supplemental Services under the Family Caregiver Support Program (Title III-E) to persons aged 60 and over who are either care recipients or caregivers (as well as their spouses of any age).

Other Paid Professional Staff (as defined by NAPIS)**:** Personnel who are considered professional staff who are not responsible for overall agency management or direction setting but carry out key responsibilities or tasks associated with the state or area agency in the following areas:

Planning: Includes such responsibilities as needs assessment, plan development, budgeting/resource analysis, inventory, standards development, and policy analysis.

Development: Includes such responsibilities as public education, resource development, training and education, research and development, and legislative activities.

Administration: Includes such responsibilities as bidding, contract negotiation, reporting, reimbursement, accounting, auditing, monitoring, and quality assurance.

Access/Care Coordination: Includes such responsibilities as outreach, screening, assessment, case management, information, and referral.

Service Delivery: Includes those activities associated with the direct provision of a service that meets the needs of an individual older person and/or caregiver.

Clerical/Support Staff: All paid personnel who provide support to the management and professional staff.

Other Services (as defined by NAPIS): A service provided using OAA funds that does not fall into the previously defined service categories. Expenditures shall be reported as "Other Services" in Section II.A. Line 15.

Outreach (one contact) (as defined by NAPIS): Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits. Note: The service units for information and assistance and for outreach are individual, one-on-one contacts between a service provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregivers (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a unit of service. Such services might be termed public information and reported on the public information category. They may also be reported in "Section II.E. – Utilization and Expenditures Profiles, Other Services Profile."

Passenger Mile: One mile ridden by one passenger is the unit of service for contracted transportation services. It is also the unit of service for riders providing assisted transportation.

Payment Request Form (PRF): The LGOA form used by AAAs to seek payment.

Personal Care (one hour) (as defined by NAPIS): Personal assistance, stand-by assistance, supervision, or cues provided to accomplish necessary tasks.

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 10 planning and service areas.

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

Point-to-Point Transportation: A transportation system in which a client travels directly to a destination. In this Manual, point-to-point describes a transportation service for clients from point-of-origin to point-of-destination.

Poverty (as defined by NAPIS): Persons considered to be in poverty are those whose income is below the official poverty guideline (as defined each year by the Office of Management and

Budget, and adjusted by the Secretary of the United States Department of Health and Human Services (DHHS)) in accordance with subsection 673 (2) of the Community Services Block Grant Act (42 U.S.C. 9902 (2)). The annual DHHS Poverty Guidelines provide dollar thresholds representing poverty levels for households of various sizes.

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

Program Income (as defined by NAPIS): Gross income received by the grantee and all subgrantees, such as voluntary contributions or income earned only as a result of the grant project, during the grant period.

Provider: An entity or vendor awarded a contract from an AAA to deliver services under the Area Plan. (The LGOA is a grantee of the ACL; the AAA is a subgrantee of the LGOA; and the provider (contractor) receives its funding directly from the AAA.) As defined by NAPIS, a provider is an organization or person which provides services to clients under a formal contractual arrangement with an AAA or the LGOA. Under Title III-E, in cases where direct cash payment is made to a caregiver and the ultimate provider is unknown, the number of providers may be omitted.

Race/Ethnicity Status (as defined by NAPIS)**:** The following reflects the requirements of the Office of Management and Budget (OMB) for obtaining information from individuals regarding race and ethnicity. It constitutes what OMB classifies as the "two-question format." When questions on race and ethnicity are administered, respondents are to be asked about their ethnicity and race as two separate questions. Respondents should ideally be given the opportunity for self-identification and are to be allowed to designate all categories that apply to them. Consistent with OMB requirements, the following are the race and ethnicity categories to be used for information collection purposes:

Ethnicity:
Hispanic or Latino
Not Hispanic or Latino
Race:
American Indian or Alaskan Native: A person having origins in any of the original peoples of North America (including Central America), and who maintains tribal affiliation or community attachment.
Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African-American: A person having origins in any of the black racial groups of Africa.
Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White: A person having origins in any of the peoples of Europe, the Middle East, or North Africa.
" (Alone)": When appended to a racial category (e.g., "White (Alone)" means that the individual only designated one race category.

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.

Registered Client (as defined by NAPIS)**:** An individual who received at least one unit of the following specified services within the reported fiscal year. The services include: congregate meals, nutrition counseling, assisted transportation, personal care, homemaker, chore, home-delivered meals, adult day care/health, or case management. The count of registered clients does not include caregivers.

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.

Respite Care (one hour) (as defined by NAPIS)**:** Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite Care includes: (1) in-home respite (personal care, homemaker, and other in-home care); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; (3) institutional respite provided by placing the care recipient in an institutional setting, such as a nursing home, for a short period of time as a respite service to the caregiver; and (4) for Grandparent or other older relative caregiver of a child (summer camps). If the specific service units purchased via a direct voucher can be tracked or estimated, report those service unit hours. If not, a unit of service in a direct payment is one payment.

Rural (as defined by NAPIS)**:** Any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

Rural Provider (as defined by NAPIS)**:** Contracted providers of services to clients who live in rural areas. Rural providers are not necessarily providers of services only to rural clients. They may also be providers of services to clients in urban areas. [See definition of rural.]

Self-Directed Care: Self-direction (SD) is a service delivery model where HCBS are planned, budgeted, and directly controlled by the person receiving services. Self-direction should involve the individuals receiving HCBS to the maximum extent possible and include family members, guardians, or other legal representatives as applicable. Through SD, the person can maximize independence and control over needed HCBS. SD typically involves a fiscal intermediary or financial management service that performs tasks such as payroll processing and tax withholding. People who self-direct their HCBS may have varying levels of control over a flexible budget, which is required to be sufficient to meet their needs appropriately in the community, and maintain health and safety. This service delivery model is also referred to as self-direction, participant-direction, consumer-direction, and cash and counseling.

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 days a week, equaling one service slot. Client B requires meals three days per week, while Client C requires meals two 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 or more life activities as specified in the definition for "Disability."

Sole Responder Bid/Contract: When there is only one bid (offer) for an aging service during the competitive bid process.

Sole Source Bid/Contract: When there is only one bidder/contractor with the skills, ability, or resources to provide services.

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 LGOA is designated as the SUA for South Carolina to administer 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 SUA 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 AAA are those functions that shall 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 receiving funding from the LGOA. (The LGOA is a grantee of the ACL; the AAA is a subgrantee of the LGOA; and the contracted provider receives its funding from the AAA.)

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;
- at risk for institutionalization;
- older individuals with limited English proficiency; and/or
- who reside in rural areas.

Note: While not an official target, the OAA as amended in 2016, stipulates that outreach and service provisions be developed to address the Holocaust survivor population.

Therapeutic Diet: A diet ordered by a healthcare provider as part of treatment for a disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet.

Total Older Americans Act (OAA) Expenditures (as defined by NAPIS)**:** Outlays/payments made by the SUA and/or AAAs using OAA federal funds to provide allowable services.

Total Service Expenditures (as defined by NAPIS)**:** OAA expenditures plus all other funds administered by the SUA and/or AAAs on behalf of elderly individuals and caregivers for services meeting the definition of OAA services – both services which are means tested and those which are not. SUAs are encouraged to report expenditures in these service categories whether or not ACL funds were utilized for that purpose. This is not intended for financial accountability but for statistical purposes, such as computing accurate service unit costs based on total service expenditures.

Transportation (one way trip) (as defined by NAPIS): Transportation from one location to another. Does not include any other activity.

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

Volunteer (as defined by NAPIS)**:** An uncompensated individual who provides services or support to or for older individuals. Only staff working under the AAA, not the AAA's contracted providers, shall be included. Additional definitions may be found in Section 102 of the OAA and 45 CFR Parts 1321, 1326, and 1328 (the regulations implementing the OAA).

Waiting List: The data tool used when there are more assessed clients requesting services than units/funds available or the individual has a low priority score. Waiting list data shall be entered into the LGOA's approved data system (currently the AIM system) and updated as necessary by the AAA. The waiting list shall be used to determine the next eligible individual (based on a priority score) is selected, when there is an available service opening.

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 for Community Living
- **ADA** – Americans with Disabilities Act
- **AND** – Academy of Nutrition and Dietetics
- **ADRC** – Aging and Disability Resource Center
- **ADRD** – Alzheimer's Disease and Related Disorders Resource Coordination Centers
- **AIM** – Advanced Information Manager System
- **AoA** – Administration on Aging
- **ARCC** – Alzheimer's Resource Coordination Center
- **BCD State Fleet** – Budget and Control Board State Fleet
- **CAP** – Corrective Action Plan
- **CBOC** – Community Based Outpatient Clinic (VA)
- **CDSME** – Chronic Disease Self-Management Education
- **CDSMP** – Chronic Disease Self-Management Program
- **CFPM** – Certified Food Protection Manager
- **CFR** – Code of Federal Register
- **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
- **EMC** – Emergency Management Coordination
- **EMD** – Emergency Management Division
- **EOC** – Emergency Operations Center
- **EOB** – Explanation of Benefits
- **ESF-6** – Emergency Support Function-6 (Mass Care)
- **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
- **IADLs** – Instrumental Activities of Daily Living
- **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
- **MIPPA** – Medicare Improvement for Patients and Providers Act
- **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** – Notification 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
- **PCE** – Person of Comparable Expertise Qualifications (nutrition)
- **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
- **RD** – Registered Dietitian
- **RDA** – Recommended Daily Allowance
- **RDN** – Registered Dietitian Nutritionist
- **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
- **VA** – Veteran's Administration
- **VAMC** – VA Medical Center
- **VD-HCBS** – Veteran-Directed Home and Community Based Services
- **VOAD** – Volunteer Organization Active in Disasters

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) and their contracted providers who utilize state and federal aging funding. In addition, this chapter provides an overview of the LGOA's relationship with the OAA and the ACL.

The 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 LGOA 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 OAA mandates the existence of a State Unit on Aging (SUA) in each state 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 South Carolina, 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 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 of the LGOA is to partner with state and local governments, non-profit organizations, and the private sector to enhance the quality of life for seniors and/or vulnerable adults.

In order for a state to be eligible to participate in programs and services funded through ACL grants, the designated State Unit on Aging (SUA) shall develop a State Plan to be submitted to the Assistant Secretary of the Administration for Community Living (ACL), and upon approval, administer the Plan within the state. The LGOA, as the SUA, shall 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 has divided South Carolina into 10 distinct geographical planning and service areas to enhance services for older citizens statewide.

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 AAAs and the service providers that contract with the AAAs. 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 for the purpose of executing, at the regional level, the stated mission described above. The LGOA shall designate only those substate agencies having the capacity to carry out fully the mission described for such agencies in the OAA as AAAs.

The OAA intends that the AAA 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 shall design and actively implement a wide range of services related to advocacy, planning, coordination, interagency linkages, information sharing, brokering, monitoring, and evaluation intended to create a comprehensive and coordinated home and community-based system in accordance with the South Carolina Aging Services Policies and Procedures Manual and through the standards set by the OAA, the LGOA, and the State Plan on Aging.

The LGOA shall ensure that the resources made available to an AAA under the OAA are used to perform the mission described for Area Agencies on Aging (AAAs).

The governance, functions, and designations of the AAAs in South Carolina can be found in Chapter 400 of this Manual – Area Agency on Aging (AAA) 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 State Unit 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 South Carolina'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 and 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 to represent the interests of the Lieutenant Governor. The Lieutenant Governor and the Aging Director are the stewards of OAA funds in South Carolina.

C. LGOA Divisions

1. Division of Community Outreach

The mission of the Division of Community Outreach is to serve senior adults, adults with disabilities, their families, and professionals through outreach; partnerships; information and referral/assistance; data collection and dissemination; training; and advocacy.

Under the direction of the Divisional Manager for Community Outreach, this division is responsible for the collection, analysis, and publication of client-driven statistical data collected from the agency's programs. Data is made available through 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 for Community Living (ACL) 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 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; and SC Access, a statewide readily-accessible internet database of formal and informal resources available to assist older adults and caregivers.

2. Division of Community Resources

The Division for Community Resources, under the direction of the LGOA Divisional Manager for Community Resources, 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 and veterans of any age with at least a 70 percent service-connected disability rating and need nursing home level of care, but choose to stay at home. These include Alzheimer's and dementia-related grants, respite programs, family caregiving, senior employment, insurance counseling, the ElderCare Trust Fund, the Geriatric Loan Forgiveness Program, the Veteran Directed - Home and Community-Based Services Program (VD-HCBS), transportation services, in-home supportive services, Evidence-Based Health and wellness Programs, and assessment services. The Community Resources Division works directly with the AAAs in fulfilling their responsibilities by providing grant management and coordination, programmatic oversight, monitoring, and training. It combines the data inputted and collected from Community Resources programs and services with the data received from the AAAs and their contractors in order to create the South Carolina client and service data reports submitted to ACL.

3. State Long Term Care Ombudsman

The Office of the State Long Term Care Ombudsman is headed by the State Long Term Care Ombudsman. This division is housed in the Lieutenant Governor's Office on Aging (LGOA) but has specified federal and state duties, functions, and responsibilities, which set it apart from the LGOA. The Long Term Care Ombudsman Program has specific authority provided through the Older Americans Act (OAA) and the South Carolina Omnibus Adult Protection Act of 1993.

Ombudsmen serve as advocates on behalf seniors and vulnerable adults. Ombudsmen are authorized by the OAA and South Carolina's Omnibus Adult Protection Act to investigate complaints related to quality of care and quality of life as well as abuse, neglect, and exploitation of residents in long term care facilities. The Legal Assistance Developer is housed in the Office of the State Long Term Care Ombudsman. (See section on Legal Assistance Developer for additional information.)

A secondary function for the Ombudsman Program is The Friendly Visitor Program, a program that recruits, trains, and utilizes volunteers in long term care facilities. These trained volunteers visit facilities to help educate residents and their families about residents' rights and advocate for the resident's quality of care and quality of life.

4. Accounting/Fiscal

Under the direction of the LGOA Fiscal Divisional Manager, the divisional staff manages the financial operations necessary for the efficient functioning of area planning and awards; payment of providers; purchase of materials, equipment, and supplies; state budgeting; and federal reporting.

5. Information Technology

Under the direction of the LGOA Information Technology (IT) Divisional Manager, 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. In addition, the IT Team assists with data and information to support the LGOA's executive staff in the development of strategic plans, modernization of practices, program development and analysis, and federal and state reporting. The IT team produces system reports as requested by staff and the aging

network. The IT Divisional Manager also acts as the liaison for third-party vendors for system software applications.

6. Human Resources (HR)

Under the supervision of the LGOA Human Resources (HR) Manager, HR provides knowledge, advice, and counsel to the LGOA executive staff on staffing issues, legal issues, strategic planning, classification and compensation, employee reviews, and health and other related benefits issues. In addition, the HR Manager assists with the modernization of workforce practices and staff trainings for employee development. 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. 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. LGOA participation in various committees may be established by law, while others are related to a grant, program, or special project.

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 their caregivers.

The Council shall consist of one member from each of the 10 planning and service areas and five members from the state at large. The Lieutenant Governor shall make all appointments to the Council. Council members shall serve terms of four years or 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.

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

The Older Americans Act (OAA) tasks The Lieutenant Governor's Office on Aging (LGOA) with setting policies and procedures for the delivery of aging services in the State of South Carolina. This is an important function that the LGOA takes seriously, since its statewide policies and procedures establish the standard for the AAAs to follow in developing regional policies for service delivery.

The LGOA adheres to written procedures in performing its major functions and daily operations. Such procedures, policies, protocols, and trainings closely follow the established mandate of the OAA. Using the OAA, Administration for Community Living (ACL), and state guidance, the LGOA follows the steps below:

- develops, administers, and amends proposed procedures;
- when appropriate, accepts comments by the AAAs and other aging network partners;
- 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 aging network policies and procedures current through the use of Program Instructions (PIs).

  Note: The LGOA reserves the right to issue Program Instructions (PIs) as necessary, in order to ensure that its policies and procedures are in accordance with federal and state laws, requirements, and regulations.

205: State Plan on Aging

A. General

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

The State Plan provides the LGOA with a blueprint to successfully fulfill the mission and components of the OAA and provides the ACL 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, three, or four years, as determined by the LGOA. The Plan is developed according to a format determined by the LGOA within the statutory and regulatory requirements of the ACL.

The South Carolina State Plan shall be based on the structure of the OAA with details from area plans developed by the AAAs. It shall 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 AAA designated by the LGOA. The Intrastate Funding Formula is used to allocate OAA and state funds to the AAAs, and there are other funds distributed without uniformity through other allocation methods.

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

- program objectives to implement service delivery requirements consistent with the OAA requirements, those established by the ACL, 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 Area Agency on Aging (AAA); 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 when developing the State Plan on Aging for the ACL 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 staff and their contracted providers;
- 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 ACL requires the LGOA to hold public hearings before the State Plan is officially submitted. Public hearings are advertised at least two 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 shall sign a register and shall be provided with a comment sheet. Comments collected shall 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 shall then submit the Plan and/or amendments to the ACL at least 60 days prior to the proposed effective date. Upon ACL approval, the Plan becomes effective on the date designated by the ACL.

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 of the 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 South Carolina via the aging network structure, which includes AAAs and service providers that contract with the AAAs. 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. The information and data inputted into the LGOA's data collection systems by the AAA staffs and the contracted service providers provide a critical path to accurate and timely data at a point when the Administration for Community Living (ACL) has become more data-driven when providing aging funding. It is imperative that the AAAs 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 ACL.

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 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 evaluation conducted by the AAAs for area plans;
- service prioritizations conducted by AAAs;
- objectives contained in AAAs' Area Plans;
- data on unmet needs submitted by the AAAs;
- regional AAA demographic data;
- reviews of appropriate federal, state, and regional agencies on needs of older adults;
- public forums concerning the needs of seniors;
- input from the South Carolina 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).

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 their 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 and the contracted providers;
- reviewing data from the AAAs 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 Area Agencies on Aging (AAAs) Directors or designees to ensure that an orientation to aging services and programs (including the State Health Insurance Program (SHIP), Family Caregiver, Information and Referral Assistance (I&R/A), Ombudsman, Emergency Rental Assistance, Policy and Accounting/Administration, etc.) is provided. These trainings may be available through the LGOA training web portal, conference calls, meetings, etc. **The AAAs are responsible for providing training to their staffs and service contractors.**

The AAA Directors shall have the opportunity to identify and address training needs with the LGOA when necessary. This allows the AAA Directors to be forthcoming and proactive with their needs and to discuss specific statewide training needs for their programs and services with the LGOA.

It is the responsibility of the AAA to monitor the LGOA Training Portal to see all current training processes and opportunities available. AAAs shall keep all contractors informed about trainings available on the LGOA Training Portal.

F. Technical Assistance for Aging Services

The AAA shall provide technical assistance to its contractors to assist with the delivery of services to older South Carolinians. The AAA is expected to be up-to-date on LGOA, ACL, and OAA policies in order to provide technical assistance.

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

G. Quality Assurance

Quality Assurance (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 and service delivery providers' input, and as needed, the standards and indicators for each service funded through 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 QA reviews (outlined in the Program Instructions for drafting the Area Plan); and
- establish the basic reporting process for the AAA to use to transmit findings to appropriate parties.

The LGOA will involve selected service beneficiaries or caregivers, AAAs, and other providers 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 years. Standards will be reviewed for

required changes in the year prior to the AAA competitive procurement process. This will allow ample time for LGOA staff and AAA 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, 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 ACL and other federal and state entities when due. The LGOA has established and maintains an effective and quality system of reporting that will ensure that all AAAs and their provider agencies submit 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 and contracted providers.

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 ACL 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 Review of AAAs

LGOA Program Managers and accounting/fiscal staff conduct on-going, monthly, and annual reviews of Area Agency on Aging (AAA) contracted services and reimbursement requests. Monthly and on-going programmatic reviews of appropriate documentation include, but are not limited to, Monthly Units of Service Reports (MUSRs) and Payment Request Forms (PRFs).

In addition, the LGOA conducts on-going, monthly, and annual evaluations and reviews of the Area Plan, Notification of Grant Award (NGA), and this Manual's administration, and reviews the AAA's fiscal operations and contracted programmatic services as needed, in order to monitor the appropriate use of aging funds and to ensure programmatic integrity. The AAA will be required to take corrective action when adverse findings are identified by the LGOA.

The State Long Term Care Ombudsman evaluates regional Ombudsman programs.

The AAAs are responsible for evaluating in-home and community-based services delivered at the local level and reporting their monitoring findings to the LGOA in a summary in their annual Area Plan Updates. Any significant findings should be reported immediately in writing to the LGOA via PSAHelp@aging.sc.gov.

The LGOA will conduct programmatic evaluations and reviews on an annual basis, or as needed, at each AAA. Specific justification for the evaluations will be provided by the program coordinator. After an evaluation visit, a written report will be provided to the AAA by the appropriate program coordinator. The AAA will have an opportunity to respond to the report and to present its views concerning any findings and recommendations. The AAA 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.

The AAA Director has fiscal responsibilities to ensure that OAA and state funds are being properly utilized by the AAA. The AAA Director shall sign all Notification of Grant Awards (NGA) and certify that services and activities in the NGA will be performed.

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

J. Designation of Planning and Service Areas and Area Agencies on Aging (AAAs)

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

In order to be eligible for OAA funds, the LGOA shall 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 (AAA) (**OAA 305(a)(2)(A)**).

The LGOA may not designate any regional or local office of the state as an AAA (**45 CFR 1321.33**).

Whenever the LGOA designates a new AAA, 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 shall be reasonably contiguous (**OAA 305(b)(5)(B)**).

The AAA 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 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 set the following policies for the designation of planning and service areas and area agencies:

- all AAAs 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 is necessary to ensure an adequate supply of such services, or where such services are directly related to such AAAs statutory functions, or where such services of comparable quality can be provided more economically by such AAA (**OAA 307 (a) (8) (i through iii)**);
- there shall be no more than 10 planning and service areas; and

- as changes occur in AAA 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 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 shall 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 that can be supported in South Carolina;
- each planning and service area shall be large enough to support an AAA of sufficient staff size to accomplish its mission;
- the coordinating role of an AAA and the impact that planning and service area boundaries might have on this role should be considered; and
- the district lines of other statewide agencies should be taken into consideration, but should not be considered a constraint.

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)

For adequate reason(s), the LGOA may reconfigure planning and service areas or remove the designation of an AAA 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 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 functions and services in the affected planning and service area and designate a new Area Agency in the AAA 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 for a period of up to 180 days. If the LGOA demonstrates to the satisfaction of the Assistant Secretary of the Administration for Community Living (ACL) a need for an extension, the ACL 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 when the LGOA proposes to disapprove an Area Plan or plan amendment submitted by the AAA or to withdraw the AAA'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 ACL of its decision.

The LGOA will:

- afford opportunity for a hearing, upon request, by a provider (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 who disagrees with the findings of the results of an audit review which requires repayment; and
- require the AAAs to establish procedures to hear grievances from older individuals who are dissatisfied with or denied services under the OAA (**OAA 306(a)(10)**).

<u>Planning and Service Area Designation Hearing Process</u>:

If an agency, organization, or individual requests a hearing, a written request shall be filed with the LGOA Director within 30 days following the receipt of the notice of the adverse action. Any appellant under the provisions of this section shall first follow appeal procedures provided by the AAA 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 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 shall file a written request for appeal to the LGOA within 10 working days of the date on the letter. A

hearing officer shall be appointed, and a review will be scheduled within 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 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 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 agreement does not deny the right to appeal, nor will it prejudice the findings of the appeal; however, the terms of the AAA 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 AAA's 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 or request repayment by the AAA to the LGOA for any unearned federal or state funds to be forwarded within 30 days.

If the AAA or contracted provider is not in agreement with the audit review findings, the AAA or provider shall so notify the LGOA in writing within 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 and provider.

Should issues be resolved to the satisfaction of both parties, the audit report will be appropriately revised in writing, and the AAA or provider 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 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 contracted provider 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 shall 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 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 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 shall 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)

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

The LGOA requires AAAs and their contracted providers 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 and 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 preceding fiscal years (**OAA 309(c)**).

Q. Requirements for Non-Federal Share of OAA Funds

The LGOA requires of AAAs and contracted providers that OAA funds will not replace funds from non-federal sources. The LGOA may not allow more than 85 percent of the cost of services or 75 percent of the AAA cost of planning and administration to be paid with OAA funds. The state must provide five percent of the allowable cost for services from state-appropriated funds. Each AAA 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. Emergency Management Coordination

1. LGOA and AAA's Disaster Response Role

The Older Americans Act (OAA) assigns a very proactive emergency management coordination role for the LGOA and AAAs. OAA Section 307 (29) stipulates that the AAA shall include in its Area Plan "information detailing how the area agency on aging will coordinate activities, and develop long-range emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery."

The South Carolina Aging Network has a shared responsibility for emergency management coordination, as defined by Presidential Policy Directive / PPD-8: National Preparedness, which includes sharing the responsibility of preparedness through a "whole community" approach. This directive has changed how emergency management coordination is conducted on the federal, state, and local levels. After Hurricane Katrina, there is now a greater emphasis on emergency management coordination at the local level, as opposed to the state level.

State Unit on Aging

It is the LGOA's role, as the State Unit on Aging and as a state constitutional office, to ensure that each AAA has an operational Emergency Preparedness Plan. A copy of the uniformed AAA Emergency Preparedness Plan template shall be included as part of the Annual Area Plan Update Instruction Guide for the AAAs to follow while preparing, planning, and updating their emergency preparedness plans.

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 federal and state emergency management divisions 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 South Carolina EMD declares Operating Condition-3. The LGOA works primarily with the Mass Care Emergency Support Function, designated as ESF-6.

Area Agency on Aging (AAA)

The AAA is responsible for developing emergency/disaster preparedness and response plans for its planning and service areas as part of their Area Plans. The AAA shall follow all LGOA requirements and templates when developing emergency plans, and shall be actively engaged with all county emergency management directors and other relevant partners to ensure that there is a working relationship between the counties and the AAA. In addition to the AAA Director, the AAA shall provide the LGOA with the name of the staff member who coordinates emergency preparedness efforts for the agency. The AAA is expected to maintain current and up-to-date emergency contact information for AAA staff, directors of providers, and county emergency management officials. This information is to be submitted with their Area Plans and updated as needed. The AAA will designate staff to be on call throughout the duration of declared disasters, and this staff shall maintain communications with the LGOA Emergency Preparedness Coordinator.

2. AAA Emergency Preparedness Responsibilities

The Older Americans Act (OAA), the Administration for Community Living (ACL) and the LGOA require the AAAs operating in South Carolina to have working

emergency/disaster plans detailing how critical aging services are to be delivered during an emergency situation. As part of its emergency plan, the AAA is expected to be collaborative partners with local and county emergency management coordinators. The policies and procedures set forth by the LGOA for the AAA as it relates to disaster preparedness and service delivery during crisis, hazardous weather, emergencies, and unscheduled closings are as follows:

A. The AAA shall establish local emergency management policies and procedures to utilize during a disaster/emergency event, in accordance with federal and state emergency management divisions and its officials. The plan should provide specific detail showing how aging services will continue to be provided during emergencies.
B. The AAA shall have knowledge of contact persons at each local county emergency management divisions, including but not limited to federal programs, state and county emergency management divisions, and Voluntary Organizations Active in Disaster (VOAD). Each AAA shall have a good understanding of the basic emergency management division operations in their respective counties, and shall attend local meetings held by county emergency management divisions or other related assemblies, when appropriate.
C. The AAA shall have current and extensive knowledge of emergency preparedness procedures for their agency and service area, as well as an understanding of federal and state expectations of what local emergency management divisions are responsible for in the event of an emergency.
D. The AAA shall have established protocols in place to ensure that there is a viable communication process in place to exchange information between the AAA and contracted providers before, during, and after an emergency situation (including the recovery stage) in order to collect/provide essential information to determine operating conditions, interruption of services (if any), and client's needs for assistance.
E. The AAA shall ensure that clients directly receiving services through the aging network who are affected during an emergency/disaster situation are identified and shared with the appropriate emergency officials to receive assistance, as needed.
F. The AAA shall share timely and accurate notices with their contracted providers in regards to weather watches/warnings, hazardous conditions/situations, disaster resources, and/or emergency related public notifications, as received by local emergency management officials and/or the LGOA Emergency Preparedness and Response Coordinator.
G. The AAA shall help disseminate critical emergency related information pertaining to evacuation orders, emergency evacuation plans/routes, road closings, emergency shelter locations, emergency/temporary food sites, and any other crucial information that shall assist clients during a disaster/emergency. Public notices, helpful resources, and recovery information shall be promoted and shared via any feasible means, such as the agency website, contracted providers, outreach opportunities, and/or applicable social media.
H. The AAA shall interact and coordinate with other agencies and organizations to ensure the health, welfare and safety of seniors served through the aging network to the extent possible.
I. The AAA shall provide information, referral and assistance services for senior

disaster survivors and their families; such as advocacy and assistance with applying for State and Federal assistance programs, as requested.

3. Continuity of Services

The AAA shall have policies in place to ensure the continued delivery of aging services during an emergency situation in the event that the contracted service provider is unable to operate or to deliver services. Provisions should be made in advance for all services, but specifically for meals and transportation. This shall also include protocols to provide safety checks for senior clients in impacted areas.

Note: LGOA policy does not stipulate the number of shelf-stable meals to be provided to senior clients during emergency situations, but the total shall not exceed five meals per delivery to a client. Meals provided during declared emergencies or disasters, or when the meal site is not operational, shall always meet federal requirements including 1/3 DRI in order to be reimbursed using Title III C-2 or State Home and Community-Based Services funds. The LGOA shall be notified if a meal site is not operational.

The number of meals provided per senior, as well as contract information for the procurement of emergency meals and a plan for delivery of all aging services shall be detailed in the AAA's emergency plan.

Note: The costs of emergency meals which are federally compliant should be reasonable and necessary, and justification must be provided to show need.

Alternative service delivery options should be attempted to fulfill contractual agreements in the event of crisis, hazardous weather, emergencies, and unscheduled closings that result in the suspension of normal service operations. The LGOA recommends that there be contracts with multiple food service providers in the event that the primary meal supplier is unable to provide service during the emergency. The LGOA discourages the stockpiling of shelf-stable meals and advises the meals be ordered immediately upon the emergency declaration being issued. Emergency meals will be reimbursed after delivery to a client. Documentation must be provided to the LGOA showing the client received the meal.

In the event of an imminent declared emergency/disaster, the AAAs may provide up to five federally compliant emergency shelf-stable meals to their clients who are receiving direct services at that time. Each AAA shall establish guidelines for providers on the issuance of shelf-stable emergency meals based on the weather patterns of the regions served (e.g. hurricane season or ice storms). While the number of emergency shelf-stable meals provided is determined by the AAA, no more than five emergency shelf-stable meals may be issued at one time per client. It is the AAA's duty to determine the regional needs of clients. The LGOA will monitor this process and report any challenges or barriers identified to ESF-6, as necessary.

Should a local service provider become inoperable, the LGOA expects the AAA to assume or contract those functions, to the extent possible, until provider operations are re-established.

<u>The Limited Use of Non-Compliant Emergency Meals:</u> Emergency meals utilizing OAA funds shall meet all federal requirements, including the 1/3 DRI. However, during an emergency, if the AAA is unable to procure meals that meet the federal requirements, the AAA may use state HCBS emergency funds to pay for emergency meals, as long as it is an emergency declared either by the President of the United States or by the

Governor of South Carolina, with the approval of the LGOA's Nutrition Manager or other authorized LGOA representative. While state HCBS emergency funds may be used during a declared emergency for non-federally compliant meals, the AAA and its contractors should use this option only if meals meeting the federal requirements cannot be procured or delivered by the contracted meal provider during the declared event. Every effort should be made to procure emergency meals that are as close to the federal requirements for 1/3 DRI as possible.

Reimbursement for non-federally compliant emergency meals: The AAA shall establish a procedure when a declared emergency or disaster occurs to record all disaster related expenditures separately from normal day-to-day expenditures. The AAA will submit a form, provided by the LGOA that will total the amount of the request for reimbursement for the declared emergency or disaster for the LGOA staff to review. The LGOA will issue a Notice of Award specifically for the declared emergency or disaster along with a PRF for reimbursement for the related expenditures. The AAA will submit proper supporting documentation along with the PRF to receive the reimbursement.

It is the responsibility of the AAA to ensure proper documentation, internal controls, and verification that the expenditures are related to the declared emergency or disaster. The AAA shall retain proper documentation in accordance with the AAA's retention policy. The AAA shall establish as part of the process, protocols to ensure the contractor is not able to duplicate the services under emergency and normal reimbursement; therefore, a review process shall be conducted to cross reference the reimbursement request to detect any potential duplicate reimbursement request. The AAA shall review the current documentation to ensure proper information is provided by the contractor that would allow a cross check to be conducted in the event of an emergency or declared disaster.
Note: The procurement of emergency meals which are not federally compliant should be limited, reasonable, and necessary, and justification shall be provided to show need.

4. Mutual Aid Agreements between AAAs for Emergency Situations

The LGOA mandates the establishment of Memorandum of Agreements (MOAs) amongst the regional AAAs, and between providers and the contracting AAA for the purpose of continuity of services. The AAA shall have a MOA with neighboring AAAs 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.

Should any regional office (AAA) and/or local aging network provider's offices become inoperable, a team or staff from AAAs not impacted by the event will be assembled under their MOA to operate as the affected AAA until that office is re-established. The goal being to normalize operations as quickly as possible in order to ensure critical services are restored or provided to seniors.

In the event of widespread damage and disruption of services at the AAA level, the LGOA agency head and/or Emergency Preparedness and Response Coordinator may assist with coordinating the assignment of LGOA staff to provide remote assistance (as requested) in the affected area to help normalize operations as quickly as possible.

5. Written Contracts between AAAs and Providers for Crisis, Hazardous Weather, Emergencies, and Unscheduled Closings

The AAAs 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 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 and providers:

a. The AAA shall collaborate with providers to develop an emergency service delivery plan for group dining and home-delivered meals, transportation, and home care. This emergency service delivery plan shall be included in the Area Plan submitted to the LGOA by the AAA, as well as included in each contract signed between the AAA and an aging service provider. The emergency plan shall also cover general agency operations during periods of crisis, hazardous weather, emergencies, and unscheduled closings.

b. The AAA shall require, by contract, any entity responsible for meal preparation and delivery operations to contact the AAA whenever emergency situations or unscheduled closings interfere with services. The AAA shall coordinate the actions to be taken to ensure service to vulnerable clients.

c. Providers shall contact the AAA Director within an hour, or as soon as possible, of any decision that is made regarding interruption of normal operations. The caller shall report to the AAA what actions can be taken to serve homebound and frail clients during periods of crisis, hazardous weather, emergencies, and unscheduled closings.

d. Once contacted by the provider, the AAA shall notify the LGOA via PSAHelp@aging.sc.gov in a timely manner of any decision which is made regarding interruption of normal operations. This notification shall include the specifics of any closings/suspensions and the provisions of the provider's emergency plan to be followed to protect vulnerable clients.

e. When a crisis, hazardous weather, an emergency, or an unscheduled closing requires a change to normal operations, the AAA shall coordinate with its providers regarding alternative procedures to be followed to ensure meal service delivery to vulnerable clients throughout the event, when possible.

f. The AAAs shall work with their contracted providers to conduct welfare checks for all clients' currently receiving services, with special attention to those experiencing any level of interruption of services. Any unmet and/or critical needs shall be reported to the local county emergency management office.

g. The AAA shall contact the LGOA regarding possible reimbursements available for extended hours of operation resulting from a crisis, hazardous weather, an emergency, or unscheduled closing. It is the AAA's responsibility to track and maintain all staff involvement in any disaster operations, to include actual hours worked, specific activities, mileage, and/or any other expenses incurred.

h. Providers 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. This information shall be shared as necessary, or upon request of the AAA or LGOA.

i. Following unscheduled closings or suspensions of normal service operations due to a crisis, hazardous weather, an emergency, or unscheduled closings, the AAA Director, the provider, 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 emergency plan.

207: Allotments and Grants to South Carolina

A. Older Americans Act (OAA) Allotments

The Administration for Community Living (ACL) makes annual allotments to South Carolina based on the state's ratio of the population aged 60 years and older to the national population aged 60 years and older. From these allotments under Title III, the Lieutenant Governor's Office on Aging (LGOA) expends five percent to pay part of the costs of administration of the State Plan on Aging.

Note: No state shall be allotted less than: 99 percent of the allotment for the previous year for each of Fiscal Year 2017 – Fiscal Year 2019, or 100 percent of the Fiscal Year 2019 allotment for Fiscal Year 2020 and each subsequent fiscal year. **304(a)(3)(D)**

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 (ACL and Centers for Medicare & Medicaid Services (CMS));
- congregate nutrition services (Title III-C-1);
- home-delivered nutrition services (Title III-C-2);
- Evidence-Based Disease Prevention and Health Promotion services (Title III-D);
- medication management (Title III-D);
- family caregiver support services (Title III-E); and
- Nutrition Services Incentive Program (NSIP, formerly through the United States Department of Agriculture (USDA), but now through ACL)

B. Limitations of LGOA Allotments

The LGOA shall 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 under approved Area Plans.

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

The LGOA is required to develop a formula for the distribution of OAA funds to the planning and service areas. Under Proviso 95.5, State funds appropriated for aging services are required to be distributed using a funding formula based on the methodology of the Intrastate Funding Formula (State Respite funding and funds from the Alzheimer's Association are exempt from the Proviso 95.5 formulary requirement). This formula shall take into account geographic distributions of the following:

- persons 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 Intrastate Funding 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 AAA 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 ACL for approval (**OAA 305(d)**).

D. Priority Service Requirements

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

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

In approving AAA area plans, the LGOA may waive the requirement for any category of services if the AAA 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 shall use the waiver policy and procedures found in Sections 209 and 210.

Before the AAA requests this waiver, using the LGOA State Waiver Request Form, the AAA shall conduct a timely public hearing. The AAA requesting this waiver shall notify all interested parties in the planning and service area region of the public hearing and furnish the interested parties with an opportunity to testify.

The AAA 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, ACL 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 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 will follow the established procedures of the OAA for transfers, and when feasible will work with the AAAs regarding transfers of funds.

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)**).

The LGOA may elect to transfer not more than 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 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 for Community Living that a larger transfer is required to satisfy service needs, the LGOA may request a waiver from the ACL to allow an additional 10 percent transfer between congregate and home-delivered nutrition services (**OAA 308 (b)(4)**).

G. Administration of OAA Funding

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

The LGOA may use five percent of the federal Title III allotments to pay no more than 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 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. These aging services funds shall be used for the following:

- the required five percent match for OAA funds;
- in-home and community-based services for older adults;
- cost of living adjustments;
- state grant funds for Area Agencies on Aging (AAAs); and
- the Ombudsman Program.

A. Explanation of State General Revenue Funds

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

1. Required Match

The state shall provide a minimum of five 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-are allocated based on Proviso 95.5. The HCBS local match requirement for fiscal year 2018 will be eliminated under a test pilot. This pilot will be evaluated at the end of the 2018 fiscal year to determine if the policy should be continued. If the practice is approved for the following fiscal year, an annual evaluation will occur to determine if it should continue.

3. The Use of HCBS Funds for Local Match on OAA Funding

As of July 1, 2017, the LGOA will allow the AAA to use state HCBS funds towards the local match for OAA funds. Under this one year pilot program, the AAA is still responsible for raising local funds, which would have previously been used to meet the match requirement, in order to increase service delivery capacities in the region. This pilot will be evaluated at end of the 2018 fiscal year to determine if it should be continued. If the practice is approved for the following fiscal year, an annual evaluation will occur to determine if it should continue.

4. **Actual Costs for Title III and HCBS Expenditures**

The AAA will only submit the actual unit cost expense with proper documentation and not the contract price unless all of the discounts and/or negotiated reductions equal the actual cost for Title III and HCBS expenditures. The AAA is encouraged to negotiate the best and reasonable rates for all services to ensure the funds are spent in a responsible manner, as well as serve as many seniors as possible.

Note: If the state HCBS budget is reduced and/or any other factors occur that cause state funds to be unable to meet the match requirements, the AAA may be required to resume responsibility for meeting local matching practices.

4. Ombudsman Services

After meeting the previous two requirements, $310,000 is distributed by formula among the designated AAAs 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.

5. 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 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 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 10 AAAs to assist in meeting matching requirements for services delivered at the regional level.

B. Bingo Revenue for the LGOA

1. Bingo Funds

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

Neither the LGOA nor the AAA may use any bingo funds for administration expenses, as the General Assembly has appropriated these funds for actual aging services. The LGOA has determined that the Bingo funds shall be used exclusively for home care/modification/chore services as outlined in Chapter 600.

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.

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 State of South Carolina income tax check-off. These voluntary contributions to the fund shall be used to award grants to public and private nonprofit agencies and organizations to

establish and administer innovative programs and services that enable older persons to 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 and providers.

The number of grants awarded each year is based upon the amount of funds available in the trust fund. No ECTF funding is awarded for more than three years for the same or similar project.

2. Geriatric Loan Forgiveness Program (GLFP)

Established by Statute in 2005, the Geriatric Loan Forgiveness Program (GLFP) was created to encourage physicians specializing in the fields of geriatrics and geriatric psychiatry to practice in South Carolina by assisting them in repaying their student loans. In exchange for the commitment to practice in South Carolina for at least five years. Qualified doctors can receive as much as $35,000 to repay their student loan indebtedness. **(South Carolina 43-21-200)**

A GLFP Advisory Board, appointed by the LGOA, reviews qualified applicants and selects award recipients. Per the statute, the GLFP Advisory Board is composed of representatives from the following institutions: (a) the South Carolina Medical Association; (b) the South Carolina Commission on Higher Education; (c) the Medical University of South Carolina; (d) the School of Medicine of the University of South Carolina; and (e) a fellow in geriatrics or geriatric psychiatry.

3. 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 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), their families, and caregivers. The Lieutenant Governor appoints members to the 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 44-36-330**).

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, pursuant to the instruction packet for grant submission. ARCC grant periods are from July 1 through June 30 each year and may be extended for a second year at 50 percent of the original amount if it is in the best interest of the ARCC. Detailed information on eligibility criteria and allowable programming may be found in the official instruction packet for the grant program.

4. Insurance Counseling Assistance and Referral for Elders (I-CARE)

The Centers for Medicare & Medicaid Services (CMS) and the Administration for Community Living (ACL) fund Insurance Counseling Assistance and Referral for Elders (I-CARE). The State Health Insurance Program (SHIP) is a direct service of the LGOA, which has specialists throughout the state who can help with Medicare and Medicaid questions (Note: The LGOA is not the South Carolina State Medicaid agency; however, LGOA specialists are knowledable in navigating the Medicaid system). The 10 I-CARE specialists, along with volunteers, assist older adults, their caregivers, and people with disabilities in understanding and/or enrolling in Medicare health insurance policies, in accessing accurate information for Part D Low-income Subsidy and Medicare Savings Program for Part B coverage, and in resolving errors or fraud problems with benefit statements.

SHIP Basic Grant Objectives:

Objective 1: SHIPs will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.

Objective 2: SHIPs will conduct targeted community outreach to beneficiaries in public forums under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

Objective 3: SHIPs will increase and enhance beneficiary access to a counselor workforce that is trained, fully equipped, and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and prescription drug coverage.

Objective 4: SHIPs will participate in CMS education and communication activities, thus enhancing communication between CMS and SHIPs to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide CMS with information about the support and resources that SHIPs needs to provide accurate and reliable counseling services.

5. Senior Medicare Patrol (SMP)

The Senior Medicare Patrol (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's SMP 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 Plans (PDP), Explanation 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 for Community Living (ACL)

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 30 days prior to submission of the request to ACL. An individual or the provider 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 ACL shall contain the following documentation (**OAA Section 316 (a)**):

- approval of the General Assembly or a statement that legislative approval is not required;
- collaboration with 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 for Community Living (ACL) 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 ACL Waiver

In each waiver request to the ACL, the LGOA shall include a recommendation as to the duration of the waiver, but that duration may not exceed the period of the applicable State Plan. If ACL approves the waiver request(s), it shall specify the duration of the waiver. ACL 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 for Community Living

The LGOA shall prepare and submit any reports requested by ACL 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)

Any policy or procedure in this Manual that is not federally-mandated may be waived by the 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.

The LGOA shall consider a State Waiver from the Area Agency on Aging (AAA) and the request will be granted or denied based on the justification and recommendation of the needs identified by an AAA Director. If a waiver is granted that allows the AAA to operate outside the parameters of the Manual, the AAA shall be responsible for all outcomes and shall assume all liability for the consequences that result from the region-specific policy variation.

The LGOA has provided each AAA with a current copy of the State Waiver Form via email. All approved state waivers will be listed on the LGOA website. Questions regarding waivers shall be made to the LGOA via PSAHelp@aging.sc.gov.

B. Duration of the LGOA Waiver

A State Waiver can be requested at any time. However, waivers shall be accepted for the duration of one fiscal year (July 1 – June 30) only. The LGOA reserves the right to terminate the waiver when deemed appropriate by the LGOA Director in coordination with the AAA.

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 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) shall award Older Americans Act (OAA) funds and related state funds to designated planning and services areas (organizationally the LGOA recognizes 10 Area Agency on Aging (AAA) regions in the State of South Carolina). The LGOA does award non-aging funds directly to non-AAA 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 AAA already exists, unless the AAA has been suspended temporarily, in non-compliant, or does not have the capacity to adequately deliver specific services. The designated AAA 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: Area Agency on Aging (AAA) Responsibilities under the Older Americans Act (OAA)

The Lieutenant Governor's Office on Aging (LGOA) is a grantee of the Administration for Community Living (ACL); the Area Agencies on Aging (AAAs) are subgrantees of the LGOA; and the service providers (vendors) receive their funding from the AAAs through contractual agreements.

The LGOA requires the AAAs and their contracted providers to comply with the policies and procedures set forth in this Manual; in the 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. The AAA is responsible for knowing and understanding the contents of this Manual and referenced documents, and ensuring that its contracted providers do likewise. The current Manual supersedes all prior editions.

304: Procedures for Applications for Support

Applications for funding shall be made through an Area Plan process prescribed by the LGOA, as stipulated by the OAA. An Area Plan submitted by an AAA shall be approved by the LGOA in accordance with any instructions or guidelines provided by the LGOA. After an LGOA review, a written report shall be sent to the AAA outlining any modifications needed or conditions to be met prior to approval of a plan. In addition, each AAA Director may provide the LGOA with an oral summary and presentation detailing its Area Plan or Area Plan Update documents before approval is granted by the LGOA.
Note: Oral summaries and presentations are encouraged, as these briefings afford the AAA with an opportunity to explain in detail its operational protocols and service delivery activities.

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 to the AAA director. After the Area Plan or Area Plan Update is approved, the LGOA will inform the AAA Director of the amount of approved funds for the region using a Notification of Grant Award (NGA). The LGOA requires an NGA signed by all listed parties as official notification of acceptance of the award by the AAA 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 Finance Manager for documentation of the availability of funds;
- program managers shall prepare NGAs and grant terms and conditions;
- NGAs shall be reviewed by the appropriate LGOA Divisional 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 AAA agencies for signature; and
- upon return of signed NGAs, the LGOA shall maintain the originals in the fiscal files.

305: General Policies

This information on policies and procedures applies to all subgrantees and providers. The Area Agency on Aging (AAA) shall ensure that each provider meets the appropriate requirements of this subsection. Subgrantees receiving funds under the 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 Sub awards 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.
  - United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriages legally entered into a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriages. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a

marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse or marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

Program Instructions (PIs) issued by the Administration for Community Living (ACL) or the LGOA shall supersede this Manual. ACL 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 Area Agency on Aging (AAA) 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. Area Agency on Aging (AAA) agencies 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 ACL shall be credited. The AAAs and their contracted providers may use the following, or a similar acknowledgement 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 For Community Living through the OAA of 1965, as amended."

The ACL reserves the option, upon request, to receive, free of charge, up to 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 ACL 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, 15 copies of any publications that an AAA or its contracted provider may publish utilizing LGOA funds. In addition, the AAA shall ensure that the State Library receives 15 copies of any book or brochure produced with federal or state LGOA funding as required by law.

E. Licensure and Standards

All AAAs and their providers 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. Projects funded with LGOA assistance shall adhere to all quality standards found in this Manual.

F. Confidentiality and Disclosure of Information

The Area Agency on Aging (AAA) shall have written procedures and effective monitoring practices to ensure that no information about any client (older persons, adults with disabilities, family members, caregivers, etc.) nor any personal information obtained from a client by a provider or AAA is disclosed by the provider or AAA 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 of data for aging funded clients shall be provided to the LGOA for monitoring by authorized federal, state, or regional agencies, including to the LGOA. In addition, each AAA shall ensure that their providers make available aggregate client data to the LGOA for federal and state reporting purposes, regardless of funding source.

The AAA shall ensure that lists of clients compiled under any programs or services are used solely for the purpose of providing or evaluating services. AAAs shall obtain written assurance from their contracted providers 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 shall provide the LGOA with confidentiality assurances through its Area Plan, annual Area Plan updates, or as changes are made in confidentiality policies.

The AAA shall ensure that each of its employees, and all of its provider's employees, who input data into any LGOA required data system/data warehouse, including the Advanced Information Manager (AIM), SC Access and/or the Ombudsman Data System, have signed confidentiality agreements. All data shall be maintained in a secure and confidential manner at all times, and shall be used only for the necessary and legitimate purposes for which the information is required. By signing this agreement form, users acknowledge that they understand the confidentiality agreement, and agree to adhere to the agreement. It is the responsibility of the AAA to uphold the confidentiality agreements entered into by employees of their providers, as well as the AAA staff. The AAA shall keep all data related to confidentiality agreements on file and make them available to the LGOA upon request. Failure to maintain the confidentiality of data may result in disciplinary action.

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 or potential providers. 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, or potential providers.

All AAAs, other subgrantees of the LGOA, and contracted providers 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 shall maintain copies of its and its provider's codes of conduct and provide those copies to the LGOA upon request.

Each AAA is required to have a written Code of Conduct, signed by each AAA employee.

H. Conflicts of Interest

All contracts awarded shall 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, the Notification of Grant Award (NGA) provided by the LGOA shall not be changed by any subgrantee without the approval of the LGOA. If approved by the LGOA, an amended NGA will be issued to the subgrantee.

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 ACL or the state (**OAA 307(a)(7)(A)**).

The LGOA requires that AAAs shall maintain proper records with all necessary supporting documents that meet general audit standards. Records shall 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 shall assure the LGOA that all funds requested for payment shall be for service units and services actually provided and earned by the providers. The AAAs 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 shall require each provider 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 shall provide the LGOA with this data upon request.

L. Matching and Percentage Requirements

The AAA and its contracted providers shall meet all of the matching and percentage allocation requirements of the federal regulations as applied to the Area Plan. The AAA may use no more than 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 75 percent of the costs of administering its Area Plan. The AAA shall ensure that matching resources are utilized only once and are easily identified in the AAA's records. All matching records shall be submitted to the LGOA on an annual basis and upon request.

If the AAA is using federal funds to match other federal funds, approval must be granted by the LGOA before the AAA enters into any agreements.

The AAA may use its allotments for supportive, nutrition, and wellness services to pay no more than 85 percent of the costs of these activities. Five 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 shall ensure that 10 percent of the cost of the supportive, nutrition, and wellness services is from non-federal resources.

The AAA 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 25 percent match requirement through an in-kind contribution.

M. Requirements for the Non-Federal Share

For both the AAA and provider, 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 shall develop and maintain an adequate control system that ensures that the AAA and its providers are meeting the match requirements. The AAA 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 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 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.

"Minority older persons" are defined by ACL 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).

The LGOA uses the Census Bureau's definition of rural, which defines it as an area (territory, population, and housing units) located outside Urban Areas (UA) and Urban Clusters (UC).

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 AAA and its providers 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 shall consult with providers 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 shall ensure that each provider 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 shall ensure that this is included in procurement contracts, and each provider's policy shall be retained by the AAA for the contract period.

NOTE: When utilizing state funds, voluntary contributions and private pay measures shall follow the OAA requirements. The AAA shall establish guidelines for enacting these measures in its region.

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 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 total cost of the service. The AAA shall ensure that each provider 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) group dining (congregate) and home-delivered meals funded under the OAA; or
   (d) any services delivered through tribal organizations (**OAA 315(a)(2)(A through D)**).
   Note: Cost-sharing is allowed with non-OAA funds.

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 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 ensure that its providers 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 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 shall ensure that this is included in procurement contracts, and each provider's cost-sharing policy shall be kept on file at the AAA for the contract period.

When the LGOA conducts public hearings for the State Plan and the AAAs conduct public hearings on their Area Plans, they shall solicit the views of older individuals, subgrantees, providers, 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 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 services provided with state Home and Community-Based Services funds, bingo tax revenue funds, and license fees, provided each source of funds has a distinct population receiving services only under those sources. A subgrantee or provider 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 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 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 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, in whole or in part, for a specified period of time. In granting a waiver, the provider 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 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 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 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 who offers private-pay services that are also provided under contract with the AAA 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 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: AREA AGENCY ON AGING (AAA) ADMINISTRATION

401: Area Agency on Aging (AAA) Administration

This Chapter sets forth the policies and procedures that the LGOA and the Administration for Community Living (ACL) require the Area Agency on Aging (AAA) to follow as stipulated in the Notification of Grant Award (NGA) Terms and Conditions (found in Section 405 of this Manual), while executing activities under an area plan.

402: Area Agency on Aging Operations

A. Area Agency on Aging (AAA) Role

According to the LGOA, the AAA is a designated organization which contracts with the LGOA to provide OAA services, including full fiscal and administrative responsibility within a planning and service area.

The AAA 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 (**OAA 305(c)(2)**).

B. Area Agency on Aging (AAA) Procedural Requirements

The following policies and procedures are intended to encourage Area Agency on Aging (AAA) support of aging services in South Carolina and in the 10 planning and service area regions:

1. When contacting the LGOA, the AAAs shall use one of the following emails: AIMHelp@aging.sc.gov, FinanceHelp@aging.sc.gov, or PSAHelp@aging.sc.gov.
2. Each AAA receptionist or switchboard operator should identify the AAA in his/her telephone greeting; or the AAA should have a dedicated telephone line for the AAA answered separately from the AAA.
3. The AAA directors shall assure that all contact information for all respective AAA board members provided to the LGOA is accurate and up-to-date, and the director will post the date and time of board meetings on an events calendar on the agency's web site.
4. The AAA 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 Area Agency on Aging (AAA).
5. PSA directors and AAA directors are encouraged to attend LGOA-sponsored public hearings, forums, or public events within the 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.
6. The AAA shall implement and comply with the 48 Code of Federal Register (CFR) Section 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013).

C. Responsibilities of the Area Agency on Aging (AAA)

The AAA shall fulfill the responsibilities of this Manual and shall ensure that it adheres to the Quality Assurance procedures found in Section 404N.

The AAA, 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 that assists older persons to live independently in their own homes and communities for as long as possible.

This 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 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 or more focal points in each community, as defined by the AAA, 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 for Community Living (ACL). (See definition in Chapter 100.)

403: Area Agency on Aging (AAA)

A. Area Agency on Aging (AAA) Role

The role of the Area Agency on Aging (AAA) 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 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 as prescribed in federal and state regulations and in this Manual;
- 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 interest that may arise;
- conduct monitoring of the contracted service providers and give the contracted service providers a written report within 30 days of the monitoring visits. Copies of the monitoring reports shall be made available to the LGOA upon request; and
- establish protocols to provide outreach and services to Holocaust survivors.

  Note: ACL stipulates that guidance be issued on practices to conduct outreach and service provision to the Holocaust population. This guidance shall be a tool by which the Aging Services Network builds stronger connections to organizations and stakeholders providing care to Holocaust survivors, to enhance service capacity and quality. The guidance should examine the unique needs and challenges of serving Holocaust survivors, with a particular focus on mental and physical health, nutrition, transportation, caregiver support, outreach, legal and ombudsman services, with a foundation in person-centered, trauma-informed approaches.

B. Area Agency on Aging (AAA) Procedural Requirements

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

1. The director of an AAA 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 to 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 37 ½ hours per week solely to activities in the area plan. In the event that an AAA director is absent from work for an extended period of time or is temporarily unable to perform his/her duties, the AAA shall notify the LGOA via PSAHelp@aging.sc.gov and provide the name and contact information for the acting director.
2. 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 shall be in place to identify and remove conflicts of interest prohibited under the OAA (**45CFR 74.42) and OAA 307 (a)(7)(B)(i)**).
3. In accordance with OAA Section 203(b) and 306(a)(12), the AAA 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 404K of this Manual for a detailed list of federal programs that shall be included.

AAA Regional Aging Advisory Council (RAAC) Purpose and Structure

The AAA shall establish an active, functioning, engaged, and qualified Regional Aging Advisory Council (RAAC) of individuals who will enhance the leadership role of the AAA. The RAAC shall carry out advisory functions which further the AAA'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 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 may utilize to train RAAC members to better serve and advise the AAA. SCANPO can be found at http://www.scanpo.org/resource-center/.

The RAAC shall be comprised of residents of the planning and service area region including:

- more than 50 percent older persons;
- minority persons and older persons residing in rural areas who participate 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;
- individuals with disabilities;
- local elected officials; and

- the general public.

The RAAC has no decision making authority. The RAAC shall advise the AAA relative to:
- all matters relating to the development of the Area Plan;
- administration of the Area Plan;
- operations conducted under the Area Plan; and
- 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 AAA 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 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 mission.

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

The AAA 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. RAAC meetings shall be held at least quarterly, and notice of meetings and minutes of the meetings shall be sent by email to the LGOA via PSAHelp@aging.sc.gov. The AAA shall provide any staff assistance required by the RAAC and Board of Directors, as applicable.

C. Responsibilities of the Area Agency on Aging (AAA)

The AAA, 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 that assists older persons to live independently in their own homes and communities for as long as possible.

This comprehensive and coordinated community-based system shall:
- establish a professional system to assess the service needs of seniors in the region following the protocols established in section 404 E of this Manual;
- have a visible focal point of contact where anyone can visit or call for assistance, information, or referrals on any issues related to aging and/or adults with disabilities;
- 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 strategic planning process to include older persons in the community as well as public, private, civic, nonprofit, voluntary, philanthropic, and/or faith-based organizations;
- 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 or more focal points in each community, as defined by the AAA, 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 for Community Living (ACL). (See definition in Chapter 100.)

Area Agency on Aging (AAA) Responsibilities are as follows:

The AAA shall have monitoring protocols in place to ensure that its providers are meeting all contractual requirements as stipulated in service contracts. This shall include a review of all measurable performance outcomes and benchmark requirements placed in the contract to show that the provider is meeting the terms of the service contract. The AAA can seek comments from contractors as long as the procurement standards of Section Two §200.319(a) of the Code of Federal Register are followed. §200.319(a) states "In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements."

The AAA shall provide a summary of the monitoring protocols in its annual Area Plan Update.

Note: This Manual supersedes all prior released editions and all contractual agreements shall reflect current LGOA policies.

1. When amendments are made to a procurement contract between the AAA and a provider, the AAA shall provide the LGOA with a copy of the amendment within three working days by sending to PSAHelp@aging.sc.gov. The notification shall

include a summary of what changes were made and include assurances guaranteeing that all service units are being earned by the provider.

2. The AAA shall be provided copies of its provider's monthly activity calendars to ensure activities encouraging socialization are being offered at meal sites. The AAA shall retain the calendars and make them available to the LGOA upon request for monitoring purposes. Calendars shall be in an easy to read font and format for the aging service participants to easily view.
3. When preparing contractual agreements, the AAA shall note that the information contained in this Manual and the Minimum Meal Bid Specification do not constitute legal advice. The contractee should retain legal counsel to draft and review contracts with vendors for compliance with the South Carolina Aging Services Policies and Procedures and to protect the interests of the contractee.
4. When emailing required documents to the LGOA, the AAA shall name the scanned the document in a uniformed manner.
   For example, please use the following format for uniformity purposes:
   Contracts: R1 Senior Action (New) 2-26-17 or R1 Senior Action (Amended) 2-26-17
   RFP: R1Appalachia RFP 2-10-17
   Calendars: R1 Senior Action Calendar 2-16-17
5. The AAAs shall assure that protocols are in place for client input before the providers start service. The AAA and provider will input client service data from every contact, regardless of language, into the appropriate LGOA approved client data tracking system.
6. All invoices and financial and program reports shall be submitted in the format provided by the LGOA and on the schedule(s) set by the LGOA. Payment requests for both internal and flow-through expenditures shall be submitted monthly no later than the 21st day following the end of the month for which reimbursement is requested. Each Subrecipient will keep invoices current in the event of mid-year budget cuts or reductions.
7. No invoices submitted to the LGOA by the AAA for partial payments will be accepted.
8. All AAAs and their providers shall 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 and/or the provider shall notify the LGOA within three working days so that accounts and passwords can be rescinded.
9. Certain AAA reports are required by the LGOA. These reports can be found in the LGOA's Reports Schedule for AAAs, which can be found on the LGOA website under PSA Resources. The LGOA reserves the right to add reports or amend the reports schedule as needed. All reports should be submitted to the appropriate LGOA email address FinanceHelp@aging.sc.gov, PSAHelp@aging.sc.gov, or AIMHelp@aging.sc.gov.
10. The LGOA requires all providers 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 will work with individual providers to establish proper protocols for inputting data. By inputting the client service data by individual or separate sites, the AAAs 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 and approved by the AAA.

11. Each AAA shall assure that its providers are using an approved sign-in sheet and/or electronic method at each group dining center.
12. Each AAA is responsible for developing written documentation, approved by the PSA Board of Directors, supporting each of the following personnel requirements:
13. Job descriptions shall be established for each position funded by Title III, OAA, and associated unpaid positions.
14. The minimum education, training, experience, and qualifications necessary for each position shall be established.
15. A salary range for each position shall be established.
16. An approved organizational chart or charts illustrating the structure and relationship of positions, units, supervision, and functions shall be developed.
17. Personnel policies, which are incorporated into agency operating procedures, shall be developed which address, at a minimum, the following topics:
    a. employee recruitment and hiring;
    b. lines of authority and supervision;
    c. work schedules and hours of operation;
    d. employee compensation;
    e. employee fringe benefits;
    f. incentive compensation (2 CFR Part 230);
    g. employee evaluation and promotion;
    h. leave;
    i. confidentiality and privacy;
    j. employee discipline and termination;
    k. employee grievance procedures;
    l. accidents, safety, and unusual incidents;
    m. transportation/travel;
    n. employee conduct;
    o. employee pre-service and in-service training and staff development; and
    p. procedures for selecting the AAA executive director.
18. Each AAA shall have a staffing plan, which identifies the number and types of staff assigned to carry out AAA responsibilities and functions, on file for review. Such staff shall be in addition to staff employed by the AAA to provide any direct services under OAA Title III or Title VII. Any AAA that is a public agency shall meet federal affirmative action requirements.
19. Each AAA shall provide the LGOA with a copy of its NAPIS Staffing Excel Spread Sheet at least twice annually (last working days in September and March), when submitting its annual Area Plan update, when requesting new users for AIM and OLSA, or as needed, to keep the LGOA apprised of all staffing changes.
20. An AAA 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.
21. The AAA shall have written policies and procedures to administer aging services in the region and to provide guidance for its providers. These policies and procedures shall be updated, at least annually, and an updated copy shall be provided to the LGOA via PSAHelp@aging.sc.gov and also maintained on the AAA's aging services website.

22. The AAA shall provide the LGOA with a list of multipurpose senior centers and group dining sites in its region annually, designating whether the sites are focal points as defined in section 506 of this Manual. The list will be due to the LGOA by January 1st each year, and shall include contact information, hours of operations, and services provided.
    Note: This requirement is similar to number 4 in section O of chapter 503 and can be combined when reporting to the LGOA.
23. It is the responsibility of the AAA to reimburse its providers in a timely manner using a written reimbursement schedule which is given to each provider when executing service contracts. Note: The AAA reimburses its providers for service units earned and then seeks funding from the LGOA.
    Note: The AAA shall comply with 45 CFR 92 to ensure that its established accounts payable processes are in federal compliance when disbursing funds provided by the LGOA.

404: Functions/Components of the Area Agency on Aging (AAA)

A. Planning

The Area Agency on Aging (AAA) shall engage in a continuous process of area planning for the benefit of older persons and adults with disabilities. The AAA shall develop and administer an Area Plan in compliance with OAA Section 306 and all other applicable laws and regulations, including all requirements of the LGOA. For a fully functioning AAA, the following components shall be included in the planning process:

1. Recruitment and Staff Development

The AAA is responsible for recruiting, employing, and training competent staff to develop and administer the Area Plan. The AAA shall also ensure that staff carries out the functions and responsibilities prescribed by the LGOA, the OAA, and the South Carolina Aging Services Policies and Procedures Manual. Staff providing the direct services identified in Section 403C-9 of this Manual are in addition to the staff responsible for the area agency responsibilities. The AAA shall develop and implement a staffing plan consistent with federal and state standards (**45 CFR 1321.55**).

2. Community Needs Evaluation

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

3. Unmet Needs

The AAA 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 shall establish measurable and attainable goals, objectives, and standards of performance for meeting prioritized needs.

5. Coordination of Services

The AAA shall proactively initiate, expand, improve, and coordinate services for older persons and caregivers on an ongoing basis.

6. **Analysis of Barriers**
   The AAA shall identify and analyze barriers to service access in its region. The AAA shall provide a copy of this analysis to the LGOA upon request.
7. **Information and Feedback**
   The AAA shall analyze feedback obtained through public hearings, the Regional Aging Advisory Council (RAAC), local officials, public and private agencies, older persons in South Carolina, and those older adults who participate in any aging programs, in order to facilitate an area-wide planning process. This is an ongoing process and data collected shall be shared with the LGOA Policy Manager.
8. **Implementation of Information and Referral**
   The AAA shall implement an information and referral program which enhances the quality of lives for seniors in the region.
9. **Distribution of Resources**
   The AAA 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 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

Since the resources provided through Older Americans Act funds are considered "seed funding" to target those seniors with the greatest economic and social needs, the AAA shall support its contractors in seeking necessary (alternative) 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 shall use contracted providers to deliver supportive services, nutrition services, or in-home services under the Area Plan except where, in the judgment of the LGOA (**307(8)(A)(iii)**):

- provision of service by the AAA is necessary to ensure adequate services;
- such services are directly related to the AAA statutory functions; or
- such services can be provided more economically, and with comparable quality, by such State agency or area agency on aging.

Note: LGOA policy prohibits one entity from assessing, selecting clients, and providing services. Should an AAA provide a direct supportive service, it shall be required to have another entity (such as another AAA) provide assessments to determine service eligibility, unless the AAA provides vouchers for the client to obtain services. An AAA using vouchers can assess since it will not be providing all three functions of assessing, selecting clients, and providing the service.

AAA services directly related to statutory functions, advocacy, and service delivery functions shall 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;
- legal assistance;
- ombudsman;
- program development and coordination; and
- client needs assessments.

E. Client Assessment Protocols

The Lieutenant Governor's Office on Aging (LGOA) supports a holistic, person-centered approach to assessments that results in all of the client's needs being identified, instead of an assessment process where clients are assessed for a specific service. In order to meet the person-centered assessment goal, each AAA shall conduct assessments in their respective regions by July 1, 2017.

The Code of Federal Register states in §200.330(a)(1) that a subrecipient (an AAA) determines who is eligible to receive federal assistance, thereby demonstrating why the AAA should be conducting assessments.

All clients, with the exception of participants of group evidence-based programs, receiving services funded through the LGOA shall have a full and valid assessment in order to be a service recipient. When providing legal services, the client assessment should adhere to legal services requirements.

The AAA shall follow and utilize the approved protocols established by the LGOA for assessments. The AAA shall use staff who have undergone LGOA assessment training. To facilitate assessment training, the LGOA has entered into a contractual relationship with Clemson University to coordinate assessment training at the AAA level. Assessments shall be conducted in person and by telephone on a limited basis described below.

All assessments shall be conducted using only the authorized LGOA Assessment/Reassessment Form. No other assessment form should be used to determine the client's needs for services. All AAA staff conducting assessments shall be required to take the LGOA sanctioned assessment training class coordinated by Clemson University. Note: The Family Caregiver Support Program uses a separate assessment form and has its own programmatic assessment protocols in place.

1. Uniform Assessment, Client Eligibility Determination, and Selection Protocols Starting July 1, 2017

With the skills acquired by the Clemson assessment training, as well as through LGOA policies, each AAA is responsible for developing its own processes for assessing, evaluating, and approving clients.

Whenever possible, the AAA shall assess, determine eligibility of the potential client, and select clients within five to 10 business days after receiving a referral or when a contact is made to the AAA by an individual seeking service.

The AAA will reassess existing clients annually, within 30 days of the clients' initial assessment anniversary date. Contractors, currently serving the client, will be notified when the reassessment is completed and provided details about the status of services.

The AAA shall establish and share protocols with contractors regarding reassessments and payment for services if the 30 day reassessment deadline passes.

Once the prospective client is approved by the AAA, the individual's name shall be placed on the waiting list for the appropriate county. The AAAs are expected to maintain accurate and up-to-date waiting lists. Priority scores must be included to ensure that the individual with the greatest need is the next client selected from the waiting list.

The AAA is expected to provide sufficient information to the contracted provider based on the assessment, giving pertinent details needed to deliver services. For example, when home-delivered meals are provided, the contracted provider should be made aware of the details pertaining to the home situation and the client. Pictures taken during the assessment should be shared with the provider, indicating any potential factors that may impact service.

Required Assessment, Eligibility Determination, and Client/Service Selection Protocols

- The AAA assesses, determines eligibility, and selects the client and service (based on highest priority score).
- The provider delivers the services as contracted by the AAA.

Provision of Temporary (short-term) Services before Client Approval and Service Selection Determination

The provider may offer services to an individual prior to an assessment and client approval on a temporary basis, if the provider determines the individual is eligible and it is in the individual's best interest (a justified emergency situation). If the AAA approves the individual for services then the services can be reimbursed through aging service funding provided by the LGOA. **If an individual is denied approval after an assessment is conducted, the AAA will be unable to use aging service funds allocated by the LGOA to reimburse for that individual, and it will be the contractor's responsibility to pay for the service units.**

Should an individual need assistance prior to completion of the assessment process, or while on a waitlist, appropriate referrals shall be made to resources outside the Aging Network, which can provide short term assistance to sustain the applicant.

2. **Assessor Safety:** It is the responsibility of the AAA to enact assessment policies in writing that provide safeguard protocols for professionals conducting assessments in the region. These safeguards should include, but not be limited to, the assessor's personal safety and wellness. For example, the policy should state how a professional terminates an assessment if there are concerns for safety and health. These policies shall be made available to the LGOA as requested.

3. **Client Safety**: It is the responsibility of the AAA to enact assessment policies in writing that provide safeguards for the individuals being assessed. These safeguards should include, but not be limited to, background checks for employees and protocols related to Adult Protective Services laws and requirements. The assessment professional, as a mandatory reporter, should have protocols to follow that provide guidance for notifying Adult Protective Services and/or law enforcement. In addition, the AAA should have policies in place to ensure appropriate follow-through of health

and safety issues noticed during a home assessment. These policies shall be made available to the LGOA as requested.

4. **Assessment Follow-Through**: The AAA shall have protocols in place to ensure that there is appropriate follow-through for referrals made after need is determined through an assessment; for example, if a referral is made to assist an individual in applying for SNAP benefits, the AAA should follow up with the individual to see if those services were provided or if additional assistance is needed. These policies shall be made available to the LGOA as requested.

5. **General Assessment Provisions**

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

The AAA is responsible through the assessment process for ensuring that regional waiting list data is collected. LGOA policy stipulates that waiting list information shall be entered into the approved LGOA data collection system (currently AIM), and kept current at all times. By recording this data in the AIM system, the statewide aging network will retain an accurate record of service needs which can be shared with policy makers. Each AAA will review and monitor its waiting lists and assessment data continuously and when necessary, communicate with the contracted providers to determine why clients with high priority scores are not being served.

AIM Assessment Activities

AIM activities for assessments shall be available for each AAA region. Eligible assessments that are to be reimbursed by federal or state funds shall be appropriately captured in AIM. Assessment costs are not to be included in the unit cost of services. Assessment costs will be in AIM as a separate category paid through III-B funds or State Home and Community-Based Services funds. Assessments are reimbursed by the unit. (See definitions below)

Levels of comprehensive and holistic assessments conducted by the AAAs

In-home assessments: An in-home assessment is required for all clients needing services provided in the home. In-home assessments will be conducted face-to-face with the client in his/her home, using the LGOA approved assessment form. In-home assessments are the preferred method of assessment.

Communal site assessments: A communal site assessment is an assessment that is performed at a communal site such as a group dining facility. Communal assessments will be conducted face-to-face in a private setting within the facility, using the LGOA approved assessment form. The AAA should schedule as many assessments as appropriate when utilizing a communal site to reduce costs. (A communal site assessment may determine the necessity of an in-home assessment.)

Phone assessment used on a limited basis: The AAAs shall have the option to conduct assessments by phone on clients that have previously received an in-home or communal assessment. Phone assessments shall be used on a limited basis as determined by the AAA, using the LGOA approved assessment form. Justification shall be provided to demonstrate why a face-to-face assessment was not necessary. (A phone assessment may determine that an additional face-to-face or in-home assessment is necessary.)

Assessment Unit Rates

Budgeting Assessment Service Units
The LGOA has classified assessments as a required direct service provided by the AAA using Title III-B Supportive Services and State Home and Community-Based Services (HCBS) funding. As with any direct aging service funded by the LGOA, assessment units shall be budgeted accordingly.
Note: If the AAA utilizes a pre-assessment screening tool, the tool and/or pre-assessment screening plan shall be approved in advance by the LGOA.

Unit Rate: A unit equals one assessment.

Unit Cost for assessments conducted at a home: The AAA shall set the unit rate for assessments conducted at a home, providing cost justification, with approval by the LGOA.

Unit Cost for assessments conducted at a communal location: The AAA shall set the unit rate for assessments conducted at a communal location, providing cost justification, with approval by the LGOA.

Unit Cost for phone assessments: The AAA shall set the unit rate for assessments conducted by telephone, providing cost justification, with approval by the LGOA.

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. A client not providing all of the required data may receive a reduced assessment score which could impact his/her ability to receive services.

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

Aging service clients shall be reassessed within 30 days of the anniversary date of their initial assessment, or when necessary, due to a change in their status (health or other life status changes) to assure receipt of services continue to match the client's needs.

Note: If the AAA uses Information and Referral/Assistance (I&R/A) Specialists in the assessment process, there must still be a fulltime Specialist to ensure adequate I&R/A coverage and to fulfill the requirements of the Older Americans Act (OAA) and the LGOA.

F. Regional Training

The AAA shall provide program overview information, train new providers, and field questions for all aging network operations in the region. The AAA shall train to assure earned service units and client data are being captured, tracked, and reconciled in the AIM system for reimbursement. The AAA shall provide technical direction to ensure quality assurance and reconciliation of the provider invoices for OAA services in the AAA region. The AAA shall be responsible for assuring that providers are appropriately trained to track service units earned in the AIM system for all OAA funds.

The AAA shall be the point of contact for providers' needs and shall ensure accurate, quality tracking and monitoring for reimbursement of OAA services, prior to billing the LGOA. The AAA shall be the authorized agent to make contact with the LGOA. On the rare occasion that the AAA cannot assist the provider, the AAA may advocate on behalf of the provider with the LGOA for assistance through the PSAHelp@aging.sc.gov. The AAA shall be responsible for disseminating the information received from the LGOA to the providers.

The AAA 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, 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 is responsible for coordinating the annual training for:

- All AAA staff conducting assessments;
- PSA Board of Directors;
- AAA staff;
- Regional Aging Advisory Council (RAAC); and
- service provider staff.

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

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

The AAA shall ensure that all of its staff and its providers' 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, SHIPTalk, 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 for Community Living (ACL), or grant program.

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

As a result and outcome of these efforts, the AAA Director will disseminate the results of the training plan to and stay in continual communication with the appropriate LGOA Program Managers via PSAHelp@aging.sc.gov.

G. Area Agency on Aging (AAA) Regional Requirements

- It is the responsibility of the AAA to disseminate information from the LGOA to its staff and providers in an accurate, timely, and effective ongoing basis. This includes any/and all policy statements, program instructions, or other aging information necessary for the provider to maintain compliance. The AAA will provide its current protocols for maintaining communication with their providers in the Area Plan.

- Each AAA 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.
- All AAA Requests for Proposal (RFP) shall provide direction, coordination, and planning in the fulfillment of contractual agreements with providers.
- All contractual agreements shall include a procedure for the resolution of grievances or concerns between the AAA, and provider.
- When a grievance exists between the AAA and a provider, all efforts shall be made by the AAA 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 LGOA shall serve only as a source of information to the AAA regarding the resolution process. All grievances shall be handled by the AAA and provider 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) Requirements for Request for Proposal (RFP)
Using its own procurement policies for Request for Proposals (RFPs), the AAA shall ensure that public notice, and other methods are used to reach as many viable respondents as feasible. The LGOA shall be provided a copy of all RFPs via PSAHelp@aging.sc.gov.

Code of Federal Register (CFR) Requirements:

§200.319(a)
When procuring for services, the AAA shall ensure that the Code of Federal Register (CFR) section §200.319(a) for competition is followed. It states, "All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. **In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements."**

CFR §200.321
Adhering to the CFR Section §200.321 the AAA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible during the procurement process.

CFR §200.324
The CFR Section §200.324 requires the AAA to make available**,** upon request of the LGOA, technical specifications on proposed procurements where the LGOA believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the AAA desires to have the review accomplished after a solicitation has been developed, the LGOA may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. In addition, the AAA shall make available upon request, for the LGOA pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates.

Note: Appendix II to Part 200 of the CFR provides contract language that can be used for AAAs procuring services.

Provider Specifications for Procurement Contracts Bids (Offers)
Each service procurement contract executed by the AAA shall incorporate all components of the South Carolina Aging Services Policies and Procedures Manual. Under the direction of this Manual, all AAA's procurement contracts shall be based on meeting that planning and service area's unique regional needs.

The LGOA shall not require prior approval of AAA contracts executed with a nonprofit public or private organization; however, the AAA shall forward to the LGOA copies of all contracts and all amendments within 10 days of the effective date of the contractual documents via PSAHelp@aging.sc.gov. Contracts should be labeled appropriately when sent using the following format: R1 Senior Action (New) 2-26-17 or R1 Senior Action (Amended) 2-26-17

Note: In the rare event that a sole source or sole responder procurement contract is needed, the AAA Director shall request approval from the LGOA Director prior to signing the contract.

Note: Regional service contracts shall be executed within 30 days of the LGOA providing Notifications of Grant Awards (NGAs) to the AAA. If the AAA is unable to execute contracts within the 30 day period, both the LGOA and service provider or successful bidder shall be provided justification for the delay in writing. The written justification shall be sent to the LGOA via PSAHelp@aging.sc.gov. Once executed, the AAA shall provide a copy of the contract to the LGOA within 10 working days.

In order to meet the procurement policies of the LGOA, the AAA shall adhere to the following provisions:

- The AAA shall have written procurement policies in place and adhere to those policies.
- The AAA shall have the Knowledge, Skills, and Abilities (KSA) to use professional practices in performing, reporting, tracking, and administering their services through the OAA and state funding. The AAA shall ensure through service contracts that its providers also have the professional knowledge and skills necessary to successfully and efficiently deliver services as stipulated by this Manual.
- Each Request for Proposal (RFP) shall include the LGOA's policy requirements and scopes of work for all programs and services. (It should be clearly stated in the RFP all of the expectations that the contracted provider is legally required to meet.)
- All executed service contracts shall include the requirements and scopes of work, as well as measureable performance outcomes and benchmarks needed to show that the contracted provider is meeting the terms of the service contract. The AAA and its contractors shall adhere to the Code of Federal Register §200.319(a).
- Dates demonstrating the duration of the contracted period shall be required with all contracts.
- The AAA shall host a pre-RFP application informational meeting for potential providers 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 before the pre-application meeting.

- Prior to executing a service contract, the AAA shall assure through the RFP bid that the provider has the capacity to effectively serve clients and to fulfill the legally obligated requirements of the contract. All bids offered by potential providers shall demonstrate that they have the necessary equipment, technology, software, and trained staff to operate in a professional manner and to execute or administer the duties required of the contract.
- The AAA shall ensure through executed procurement contracts that its providers shall share all aging service data regardless of funding source, so that the LGOA can meet its legally required federal and state data reporting responsibilities.
- All providers are expected to input client data into the LGOA's AIM system regardless of whether they use another data system. An AIM Operational Manual shall be provided with the start of the bid process so that the provider knows what is expected in advance if the provider gets the contract.
- The AAA shall provide all potential providers with an overview of the LGOA organization and procurement process before submitting a bid (offer) for contract so that they understand the proper procedures and policies.
- Through the RFP, the AAA shall encourage 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 ACL has expectations that every group dining site will have an advisory council comprised of stakeholders. While the LGOA would like each provider to have an advisory council, it will allow the surveying of clients as an alternative method to record client satisfaction and needs. Clients should be surveyed at least annually to ensure that their needs are being met through the services offered. The AAA and provider shall analyze the data collected from the advisory council and/or client surveys in order to ensure the needs of stakeholders are being addressed. The providers shall keep documentation of these actions and make it available to the AAA and LGOA upon request.

H. Contract and Grant Management

OAA Section 307(a)(7)(A) states that the AAAs 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 Code of Federal Regulations encourages the AAA 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, Medicare consumers seeking assistance with benefits or Medicare fraud, adults with disabilities, and caregivers seeking information and/or services. The AAA 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 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 shall keep an active summary of events attended that benefit these constituencies, and the AAA shall provide the LGOA with a written summary upon request. The AAA 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 shall assist these individuals to access all services and benefits for which they qualify (**45 CFR 1321.61(b)(1)**).

K. Coordination

The AAA 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 planning process in order to better serve the region's older population. The AAA 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 below. Where appropriate, the AAA 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 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 States 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 shall have a comprehensive, written regional policies and procedures manual demonstrating compliance 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 and are subject to the South Carolina Freedom of Information Act (FOIA) requirements. The AAA 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. An updated summary of the AAA's written policies and procedures shall be provided to the LGOA annually on the first working day of the new state fiscal year.

M. **Technical and Programmatic Assistance**

Each AAA "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 shall provide ongoing technical and programmatic assistance to providers 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 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 shall assure, through the Area Plan that its policies and procedures are providing technical and programmatic assistance and training opportunities for AAA staff and providers.

The ACL 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, and providers 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 ACL's increased focus on training, the AAAs and providers 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 QA process is outlined as follows:

- provide a schedule for QA review of all service delivery providers and follow that schedule during the plan cycle;
- establish detailed written procedures to follow in conducting QA reviews of service delivery providers and the reporting of these findings;
- include the report of findings, the service delivery providers' 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 via PSAHelp@aging.sc.gov and to each service delivery contractor to be reviewed. Include a summary of the QA recommendations for all services reviewed at each service delivery contractor by June 3rd of each year;
- maintain all original reports, responses, and documentation of corrective action in agency files for three 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 days of the plan being drafted.
- provide written feedback to the contracted service providers within 30 days of a monitoring visit.

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

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 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 competitive procurement process. This will allow ample time for LGOA staff and AAA 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 shall be conducted by AAAs prior to April 1st of each year. The AAAs' regional analyses of their reports, including the QA recommendations for each service delivery provider, shall be submitted to the LGOA via PSAHelp@aging.sc.gov by June 3rd of each year. Such analyses 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 shall establish, in writing, the detailed procedures to be followed in executing its 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 of any preparation required prior to the review visit;
- copies of the instruments used by the AAA for the QA review;
- details of the reporting process/schedule;
- follow-up activities by the AAA; and
- identification of all parties who will receive communications of findings.

5. Quality Assurance (QA) Review Participants

The AAA 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.

405: Multigrant Notification of Grant Award (NGA) Terms and Conditions

Each AAA is responsible for ensuring that it adheres to the terms and conditions of its current Multigrant Notification of Grant Award (NGA). Current Multigrant NGA terms and conditions can be found on the LGOA website under PSA Resources.

406: Funding and Reimbursement for Area Agencies on Aging (AAAs)

A. Funding

1. Sources of Funds

The LGOA administers federal funds received through the OAA and other funds received through the State of South Carolina. These funds are distributed through funding streams to 10 regional Area Agencies on Aging (AAA) for each planning and service area.

2. Planning for Use of Funds

In order to maximize the number of clients served and to help minimize the number of people on waiting lists, the LGOA encourages each AAA 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 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 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 shall ensure, through planning and monthly monitoring, that all service units are utilized throughout the course of the year.
   c. The AAA shall educate, train, and provide the providers with the tools necessary to fully understand the available contracted funding, deliver services, and input client data into AIM according to LGOA policies and procedures.
   d. The AAA shall designate a funding stream to be used to provide a specific service unit. State law requires federal funds to be expended first when possible.
   e. The AAA shall monitor the provider to ensure that all contacted service units are used each year.
   f. The AAAs shall closely monitor the assessment of clients to ensure that services are provided to those with the most need.
      Note: If a client no longer requires service, the AAA and/or provider shall fill the service slot with the client on the waiting list with the greatest need for that service, to ensure that individuals with priority scores are served first.
   g. The AAA shall provide to the LGOA the formula used to determine the unit cost for each service provided in the region via the Area Plan, Area Plan updates, and as adjusted or requested by the LGOA.
   h. Assessment costs are not to be included in the service unit cost. Assessment costs will be in AIM as a separate category.
   i. Nutrition Services Incentives Program (NSIP) funding will be calculated within the AIM system. This funding will be split accordingly at reimbursement until the funds are expended.

B. Reimbursements for Area Agencies on Aging (AAAs)

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

1. The AAA shall include, as part of its Area Plan, 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 formula for determining the unit cost for each service, assessment costs, activities costs, product costs, administrative costs, and any other relevant variable that contributes to the overall rate.
2. The AAA shall require each provider to set consistent unit rates for services funded through Title III and by state (Home and Community-Based Services) funds. For example, there shall be no difference for a meal rate funded through Title III or state funds, as the OAA and LGOA service requirements are the same regardless of the source. This applies to all services utilizing Title III and state funds.
3. The AAA shall require each provider to determine its unit cost using the manner described above and shall specify that unit cost in its procurement contract with the provider.

4. In its Area Plan, the AAA shall provide the process it uses to verify the providers' unit costs.
5. Each AAA's Monthly Units of Service Report (MUSR) and PRF/invoice for a particular service shall specify the number of earned service units and the unit cost (both the provider's and AAA's costs), as well as the total reimbursement due, for each individual provider.
6. The LGOA shall not reimburse the AAA for any service units not earned by its providers. Reimbursement payments will be withheld if the LGOA determines the service units have not been earned.
7. The LGOA shall hold the AAA responsible for any funding not being earned by providers and for resolving any issues regarding units that have not been earned (the LGOA will not reimburse any funds for units not earned).
8. The AAA 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 were not earned by the provider.
9. The AAA Director shall have a written plan, which addresses how the AAA shall ensure that providers are earning their units in accordance with the OAA and LGOA policies.
10. The invoice for reimbursement of service units earned is based upon approved AIM data. The LGOA requires all client service data to reside in the AIM data collection system. Service units earned shall be reported according to the site providing the service. The AAAs and the LGOA shall accurately monitor and audit each site's activities and services to ensure data integrity.

Note: It is the responsibility of the AAA to pay its providers in a timely manner using a written reimbursement schedule. The LGOA will reimburse the AAA following the AAA's payment to the provider for services rendered and documented according to protocol.

407: Client Data Tracking and Record Collection

The Area Agencies on Aging (AAAs) and providers 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 (SHIPTalk) into the SC Access Intake Form, and the Ombudsman Innovative Data System. The data will be inputted by the 10th day of the month in an accurate manner appropriate to each system. No client data input system used by any AAA or provider shall take the place of the above systems for reporting data to the LGOA. If the AAA or provider uses a different data collection system other than an approved LGOA client data tracking system, that data shall be transferred accurately into the LGOA system by the 10th day of the month.

The AAA shall ensure that its providers share all aging service aggregate data regardless of funding source, so that the LGOA can meet its legally required federal and state data reporting responsibilities.
Note: Federal funding is based on all services provided (for example: the number of meals served regardless of source). By providing this data, the LGOA can accurately show the need in the state, which impacts federal funding levels.

All AAAs and providers shall 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 and/or the provider shall notify the LGOA within three working days so that accounts and passwords can be rescinded.

The LGOA requires all providers 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 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 and approved by the AAA.

The AAA will utilize the OLSA system to record contacts. The AAA will accurately input and monitor data and provide trainings for their appropriate staff. All client contact data will be captured and keyed into OLSA in an accurate manner. While data entry staff is not required to be AIRS certified to enter data into OLSA, they should be AIRS compliant.

The AAA will utilize OLSA to input insurance-related data after a contact is made with a client. If edits are needed for a same day SHIP contact, the data shall be entered in a SC Access Intake Form.

The AAA will utilize the LGOA's authorized Ombudsman data system for capturing all data related to Ombudsman services.

Each AAA shall compare its client data with the Census statistics for each county in its 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.

The AAA shall provide the LGOA with current Regional Staffing Sheets twice a year on the last working days of September and March, and when requesting new AIM and OLSA users. New OLSA users will not be added without complying with this requirement.

408: Direct Provision of Services

The AAA may provide a direct service (OAA supportive service such as transportation, nutrition service, or in-home service) only when, in the judgment of the LGOA Director, it is necessary to ensure an adequate supply of such service and if the AAA can provide the service more economically and with comparable quality. Any direct supportive service provided by the AAA requires written approval from the LGOA Director and shall meet all requirements of the OAA and the LGOA.

Note: Should an AAA be allowed to provide a direct supportive service that did not use vouchers, it would be required to have another entity provide assessments for that service, such as another AAA.

The AAA 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 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 themselves, and other appropriate means (**OAA 306(7)(A through D)**).

In keeping with the overall theme of the 2006 amendments, the AAA 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 shall include the closing policies found in this Manual in their procurement contracts with each provider. 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 shall submit holiday schedules to their AAA for approval, and the providers shall adhere to their approved holiday schedule. These scheduled closings shall be part of the contract established between the AAA and providers.

Providers shall submit anticipated closings to their AAA for approval a minimum of three business days prior to the closing. The AAA shall notify the LGOA of the anticipated closing upon being informed by the service contractor of a closing .

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

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

Emergency and Unscheduled Closings

Alternate service delivery options should be attempted to fulfill contractual agreements in the event of crisis, hazardous weather, emergencies, and unscheduled closings that result in the suspension of normal service operations. The AAAs and their providers are expected to adhere

to their own written Emergency and Unscheduled Closings protocol during emergency situations. LGOA sanctioned emergency management protocols, including closings due to an emergency situation, are included in Chapter 206R.

410: Competitive Procurement of Services

In response to a directive from the Administration for Community Living (ACL) 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). Each AAA shall competitively procure for services using its established procurement policies. Annual contract amendments are allowed, but unit cost increases shall be held to the Consumer Price Index (CPI). If a rate increase is necessary, justification for the increase shall be provided in writing to the LGOA via PSAHelp@aging.sc.gov.

Note: This Manual supersedes all prior released editions and all contractual agreements shall reflect current LGOA policies.

A. Guiding Principles

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

1. Each AAA shall use established written competitive procurement protocols when securing regional aging services.
2. The AAA will provide information about its appeal process in the Request for Proposal (RFP).
3. The process and methods shall ensure compliance with federal, state, and LGOA regulations and requirements.
4. The process provides a level playing field for competition among current provider organizations and other interested parties.
5. The process results in an improved statewide system of accountability.
6. The AAA will only contract with a provider who serves the entire county. If it is determined that the provider is not serving the entire county as contracted, funding reimbursements to the AAA will be deemed ***"Not Earned."***
7. The process promotes flexibility and responsiveness to changing needs, best price considerations, and increased demands for consumer choice.
8. The process promotes private pay and cost sharing measures when at all possible.
7. In the rare event a sole source and/or a sole responder procurement contract are needed, the AAA Director shall request approval from the LGOA Director prior to signing the contract.
8. The Administration for Community Living (ACL) allows for the use of Memorandums of Agreement (MOAs) or Memorandums of Understanding (MOUs) in place of legally executed service contracts for aging services if there is a provision for this action by the AAA in the South Carolina State Plan on Aging and/or the AAA's Area Plan. However, when contracting for aging services during the completive procurement process, the LGOA encourages the AAA to use legally executed service contracts. MOAs and MOUs, in place of competitively procured contracts, for aging services shall be approved by the LGOA Director.
9. Previously designated "high-risk" providers may not receive contracts unless the issues which necessitated the "high-risk" designation have been resolved to the satisfaction of the LGOA and AAA. The AAA shall be prepared to present documentation showing why a provider who was not allowed to bid is considered "high risk."

10. To maintain continuity of services, the AAA shall execute contracts with its contractors without lapses in services, unless executing the contract would conflict with state or federal law. If a new contract is not in place for a needed service by the beginning of the State Fiscal Year, existing contracts may be extended up to 90 days by mutual agreement of the AAA and the provider. The LGOA will agree prior to the start of the State Fiscal Year to honor the reimbursements for services delivered in good faith based upon these extended contracts.
11. The approval of the Area Plan by the LGOA constitutes the acceptance by the LGOA to reimburse at the unit rates and services specified in the contracts. Modification of the contracts shall be agreed to by all parties (AAA, provider, and LGOA). Written justification for rate increases must be provided to the LGOA.

B. Regional Services Provided by the Area Agency on Aging (AAA)

Each and every service directly related to functions of the OAA and the LGOA, including advocacy and service delivery functions, shall be performed in a consistent manner throughout the planning and service area. The LGOA, guided by the OAA and ACL, 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)

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

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

D. Administration for Community Living (ACL) Criteria for Sole Source/Sole Responder Procurement Contracts

The ACL 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."

Note: In the rare event a sole source/sole responder procurement contract is needed, the AAA Director shall request approval from the LGOA Director prior to signing the contract.

E. Matching Funds and Other Resources

All proposals submitted in response to the AAA solicitation for purchase of services shall provide detailed information related to the respondent's ability to meet matching

requirements set by the AAA. Since purchase of service contracts do not support the entire organization responding, the proposals submitted shall 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 Staff Assurances

The AAAs shall assure that the providers meet minimum staffing requirements and standards. All providers 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, and providers' 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' General Facility Requirements

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

- be available year round for use;
- contain the appropriate space and equipment to provide contracted services;
- be appropriate for the specific activities and services offered therein; and
- comply with all federal, state, and local health, fire, and safety requirements and codes.

H. Area Agency on Aging (AAA) Extension of Contracted Services

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

2. When extending a procurement contract, the AAA will officially state that all stipulations of the current contract are included in the amendment/extension, unless specifically amended.

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).

According to OAA Section 306(a), each AAA 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 years. The Area Plan submitted by the AAA 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 to the LGOA to define how the AAA 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 commit to administering funded activities in accordance with all OAA and LGOA requirements. The Area Plan describes the AAA's 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. 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 temporary 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 shall:

- 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 met the objectives that were set in the prior fiscal year;
- describe appropriate methods providers 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;
- assure that the AAA 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 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 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 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;
- provide information on the State Health Insurance Assistance Program (SHIP), also known as Insurance Counseling Assistance and Referral for Elders (I-CARE) in South Carolina, and Senior Medicare Patrol, Medicare Fraud Prevention services, in the planning and service area;
- justify direct provision by the AAA of any supportive, nutrition, in-home, or wellness services;
- detail 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 contracts with providers of supportive, nutrition, wellness services, or multi-purpose senior centers for the provision of such services; and
- assure that the AAA contracts for legal assistance services only with providers who meet the requirements of the OAA.

An AAA shall include in the Area Plan an assessment of how prepared the AAA and the service delivery network in the planning and service area are for any anticipated change in the number of older individuals during the 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 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 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 shall submit the Area Plans and amendments to its Regional Aging Advisory Council (RAAC) for review and comment at least one 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 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 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 and potential providers of the AAA, 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. All notices of the public hearing shall specify where interested parties may obtain copies of the Area Plan, and copies of the plan should be placed on the AAA website two 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 shall 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 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, shall 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.

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 as basis for the review. Based upon the LGOA staff committee's decision, the LGOA's Policy Manager will either notify the AAA in writing of any corrective actions necessary or will provide written documentation that the LGOA has approved the plan as submitted.

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 with a formal notice of approval of the Area Plan and the amount of approved funding, using the standard Notification of Grant Award (NGA) between the LGOA and the AAA. 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 shall meet these conditions within the specified time frame provided by the LGOA. No grant agreement shall be finalized between the LGOA and the AAA until all conditions are satisfied (**OAA 306(a)(1) to (15)**).

Failure to comply with the Area Plan requirements listed in this Manual and the LGOA Area Plan guidelines will result in a delay or rejection of the Area Plan. Funding, as well as other support, may not be provided until all components of the Area Plan are received and approved by the LGOA.

E. Annual Area Plan Update

The Area Plan will be updated annually during the duration of the four year plan. The date that the update is due and the format required will be included in the Area Plan guidelines provided by the LGOA.

F. Circumstances Which Require Amendments to the Area Plan

An AAA 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) is distributed from the LGOA;
- the AAA proposes to change the designation of the single organizational unit or component unit;
- the AAA proposes to add, substantially modify, or delete any objective(s);
- the AAA or its providers are unable to meet targeted populations and goals;
- the LGOA requires further annual amendments; or
- the AAA proposes to change or add providers 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 shall be notified in writing and informed of the opportunity for a hearing. If, after providing the AAA 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;
- terminate funds, with written notification by the LGOA to the Administration for Community Living (ACL);
- provide a plan for the continuity of services in the affected planning and service area;
- designate a new AAA in a timely manner;
- perform the responsibilities of the AAA, if necessary; or
- assign AAA responsibilities to another agency in the planning and service area.

The LGOA will not require prior approval of AAA contracts or amended contracts with a nonprofit public or private organization; however, a copy of all executed contracts shall be forwarded to the LGOA via PSAHelp@aging.sc.gov within 10 working days after execution. If an AAA fails to submit the amended contract as required by the LGOA, it shall be deemed out of compliance and funding shall be considered not earned.

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 Area Agency on Aging (AAA).

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 AAAs are subgrantees of the LGOA. An AAA 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 contract bid process for one year; or
- has engaged in unethical, immoral, or illegal behavior or activities.

If the LGOA makes an award to a "high-risk" AAA, 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 to obtain technical or management assistance to meet the goals and functions of the OAA funded services;
- establishing additional prior approvals;
- holding the AAA responsible for any funding not being earned by providers 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 an appropriate enforcement agency, determines that service units that were reimbursed by the AAA were not earned by the provider.

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

- the nature of the special conditions/restrictions imposed upon the AAA;
- the issues which necessitated the "high-risk" designation;
- the corrective actions that must be taken by the AAA 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 Contractor

When designating a contractor as "high risk", the AAA shall adhere to its established and written protocols. The AAA shall be expected to maintain documentation supporting a "high risk" designation. The AAA shall notify the LGOA within three business days if a contractor is deemed "high risk."

A contractor shall be considered "high-risk" if the AAA determines that it:

- has a history of unsatisfactory performance;
- is not compliant with OAA, LGOA, or AAA protocols and required procedures;
- is proven not to have the skills, knowledge, staff, or professional capacity to successfully deliver services as contracted;

- 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 contracts;
- is otherwise irresponsible and irresponsive to fulfilling LGOA and AAA 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 decides to impose such conditions, it shall notify the "high-risk" contractor in writing. The notification shall include:

- the nature of the special conditions/restrictions imposed upon the contractor;
- the issues which necessitated the "high-risk" designation;
- the corrective actions that must be taken by the 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 contractor as "high-risk."

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 10 Area Agencies on Aging (AAAs).

Each AAA signs a Notification of Grant Award (NGA) and 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 region through their AAA. This NGA shall be signed before the AAA can receive aging funding.

By agreeing to the terms and conditions, the PSA Director shall assure that his/her AAA Director is responsible for management, effective operations, and service delivery in the planning and service area.

Each AAA is 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 AAA shall have knowledge of and incorporate information about 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 it needs.

Aging services found in this section include: Supportive Services (Information and Referral/Assistance to older adults and adults with disabilities, Transportation, Homecare, and Respite), Nutrition, Evidence-Based Disease Prevention and Health Promotion, Family Caregiver Support Program, and Multi-Purpose Senior Centers.

Note: Aging programs and services funded through non-recurring or discretionary sources shall be administered only if funding is available for the LGOA to allocate. If available, these funds will be noted on a Notification of Grant Award (NGA).

Note: All programmatic reports submitted by the AAA to the LGOA shall be completed using standardized templates approved by the LGOA. The AAA shall be expected to follow the format and questions provided by the LGOA.

Note: This Manual supersedes all prior released editions and all contractual agreements shall reflect current LGOA policies for regional service delivery.

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. Supportive Services can be used for referral, chronic condition self-care management, and falls prevention services. **321(a)(8)**

A. Information and Referral/Assistance Services

The Area Agency on Aging (AAA) in partnership with the LGOA shall proactively perform a wide range of functions, including those related to information sharing, while executing activities under an area plan. The Information and Referral/Assistance (I&R/A) service provides information to an inquirer in response to a direct request for such information. The AAA Director shall provide direction to the AAA for I&R/A operations in accordance with OAA and LGOA regulations and guidelines.

The I&R/A service recognizes the inquirer's right to accurate, comprehensive, and unbiased information provided in a confidential and/or anonymous, nonjudgmental manner and is a non-partisan, non-ideological, and impartial information source for available nonprofit, government, and for-profit services that meet the I&R/A service's inclusion/exclusion criteria. Service is provided by trained I&R/A Specialists and is delivered in a variety of practical ways that support the mission of the I&R/A program, the accessibility requirements of the community, and the communication preferences of inquirers.

<u>South Carolina Information and Referral/Assistance Program</u>

a. Purpose

The I&R/A Program is established to help individuals, families, and communities identify, understand, and utilize the programs, services, and resources that are part of the human service delivery system.

The I&R/A Program provides a system to link people in need of assistance to appropriate aging and disability resources provided regionally throughout the State of South Carolina. At the community level, the I&R/A Program facilitates long-range planning by tracking requests for, and identifying gaps in and duplications of, services.

As the LGOA transitions to modernize current practices and maintain accountability, a greater focus shall be placed on disabilities to integrate the aging and disability populations through the current I&R/A Program.

b. Program Development

The I&R/A Program reflects and adheres to the mission, policies, and procedures for the I&R/A Program set forth by the OAA, the ACL, and the LGOA. The I&R/A Program receives direction from and operates in contingency with the standards and guidelines for I&R/A service development and administration as outlined by the Alliance of Information and Referral Systems (AIRS) and the National Association of States United for Aging and Disabilities (NASUAD).

The LGOA shall establish the position of a full-time I&R/A Program Manager to serve as the liaison for the regional I&R/A Specialists.

To ensure quality delivery of services to the aging population and to adults with disabilities, the I&R/A Program: fulfill the obligations and protocols of all federal and state entities to receive funding; adhere to all policies, procedures, and protocols set by the LGOA; operate in accordance with the most effective (best) practices defined by AIRS and NASUAD; and abide by AAA region specific policies, procedures, and protocols.

I&R/A Specialists work with multiple organizations in order to provide the most accurate and current informational resources for their constituents. The I&R/A Program works in contingency with SC Access, the LGOA's online database of available resources for older adults, people with disabilities, their family members, and caregivers in South Carolina.

c. Service Delivery

The basis of the I&R/A Program is the evaluation conducted by the I&R/A Specialist during one-to-one interaction with the inquirer. The evaluation process consists of determining the needs of the inquirer through active listening and effective questioning, clarifying the need, identifying appropriate resources, selecting appropriate delivery mode(s), making referrals to organizations capable of meeting those needs, and providing enough information about each organization to help an inquirer make an informed choice. In situations where services are unavailable, the I&R/A Program, through its I&R/A Specialist, engages in problem solving to help the inquirer identify alternative strategies.

d. Older Americans Act Definition of Information and Assistance[1]

The term ''information and assistance service'' means a service for older individuals that:

1. provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology;
2. assesses the problems and capacities of the individuals;
3. links the individuals to the opportunities and services that are available;
4. to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures; and
5. serves the entire community of older individuals, particularly—
   a. older individuals with greatest social need;
   b. older individuals with greatest economic need; and
   c. older individuals at risk for institutional placement.

e. I&R/A Goal

The goal of the I&R/A Program is to connect seniors, adults with disabilities, and their caregivers with the programs, services, resources, and information (local, state, and national) they need to help meet their needs and enhance their quality of life via one of the 10 regional I&R/A Specialists, located at the AAAs, serving all 46 counties.

<u>Information and Referral Specialist</u>

A professional I&R/A Specialist helps people understand their problems and to make informed decisions about possible solutions. The I&R/A Specialist advocates on behalf of persons who need special support and strengthens the individual's capacity for self-reliance and self-determination through education, affirmation, collaborative planning, and problem solving. The I&R/A Specialist guides individuals and families, health and human service agencies, policy

[1] Title I—Definitions, Section 102(a)(28). P.L. 109-365. Unofficial Compilation of the Older Americans Act of 1965 as Amended in 2006.

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 the constituent to the appropriate available resources.

Information and Referral/Assistance (I&R/A) Service Delivery Requirements and Responsibilities

1. **Area Agency on Aging (AAA) Information and Referral/Assistance (I&R/A) Responsibilities:**
   a. **Stewardship of Funds**
      The AAAs shall be good stewards of OAA and LGOA funding and is accountable for programmatic budgeting, monitoring, and operation. The AAA shall assure in writing, through its Area Plan, that budgeted I&R/A funding is being used for its allocated purpose, and is not being used to fund programs or activities outside of the I&R/A program area. The AAAs shall establish measures and performance goals to monitor and report usage of I&R/A allocations to assure all expenditures are consistent with the intent of that allocation.

   b. **Assurances**
      The AAAs shall have written policies in place to ensure that the I&R/A Program and Specialist is fulfilling the expectations of the policies and procedures of the LGOA, ACL, and the requirements of the AAA position description. These written policies shall include measureable performance goals, mission, expectations, and customer service protocols. The AAA shall incorporate ACL and LGOA assurances for I&R/A operations which set forth personal goals and the targeted populations that shall be reached.

   c. **Measures and Goals**
      1. The AAA shall provide measures for call volume, outreach efforts, etc. through programmatic reports 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 that the needs of seniors and adults with disabilities are successfully being served.
      2. The AAA shall conduct regular customer satisfaction/quality assurance surveys with a specified percentage of inquirers to assess overall service performance and I&R/A service outcomes.

   d. **Marketing of I&R/A**
      1. As stated in the Multigrant NGA, the AAA Director shall 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. Special efforts shall be made to reach all populations, including those of the greatest social needs in accordance with OAA Section 102 (24)(A-C).
      2. Each AAA shall provide the LGOA with a marketing strategy, outlined in its Area Plan. The AAA shall report to the LGOA detailed marketing efforts to promote their services and programs in the region through programmatic reports.

3. The Area Plan shall include steps using good partnering skills to establish partnerships 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 the I&R/A Program.

e. Hiring of I&R/A Specialists

1. The OAA and the LGOA require there to be a full-time, or equivalent, trained I&R/A Specialist at each AAA.
2. The AAAs 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 years of experience in the field of public health or social services. I&R/A Specialist candidates without a Bachelor's degree should possess some background and/or practical experience in the areas of aging and/or disabilities.
3. When there has been a change in the I&R/A Specialist's employment status, the AAA shall notify the LGOA I&R/A Manager, in writing, within three working days.

f. I&R/A Specialist Office and Equipment

1. The AAA shall provide an office for the regional I&R/A Specialist to ensure privacy for phone calls, to protect clients' confidentiality, and to evaluate clients.
2. The AAA shall provide appropriate and necessary equipment, software, and supplies required to provide quality I&R/A services in its region.
3. The AAA shall provide necessary equipment specific to the needs of its I&R/A Specialist to enable the designated individual to be fully functional in performing all aspects of I&R/A services including accurate data collection, data entry, call completion, etc.
4. The AAA shall ensure proper access to the LGOA client management tool, On-line Support Assistant (OLSA), as well as any other programmatic software, for the means of tracking client information.

g. Interpretation Service

1. The AAA shall arrange for interpretation services so that a non-English speaking caller (including those with disabilities) has prompt and timely access to I&R/A services in his/her own language.
2. The AAA shall have access to an interpretation service provided by a professional organization in order to facilitate and expedite the I&R/A process. Any changes in the interpretation process should be reported to the LGOA I&R/A manager.

h. Supervision of I&R/A Specialists

1. AAA staff responsible for supervising its regional I&R/A Specialist 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.
2. When an I&R/A Specialist is not available, appropriate protocols shall be in place to ensure the availability of professionally trained backup staff.
3. AAA staff responsible for supervising the I&R/A Specialist shall be available in the AAA office, or by some other appropriate method, during working hours of the agency to assist the regional I&R/A Specialist and/or his/her backups, if necessary.

i. I&R/A Training

1. The AAA shall guarantee that I&R/A Specialists receive training in aging and disability programs, earn AIRS (Alliance for Information and Referral Systems) certification within 15 months of their hire dates, and provide a copy of the current AIRS certificate to the LGOA I&R/A Program Manager. (If the I&R/A Specialist, hired by the AAA, does not meet the AIRS requirements to obtain AIRS certification within 15 months of hire, or if the I&R/A Specialist fails to complete 10 hours of continuing I&R/A education every two years to maintain AIRS certification, the AAA shall notify the LGOA I&R/A Program Manager.)
2. New I&R/A Specialists shall acquire knowledge of and utilize the ABC's of Information and Referral, become familiar with NASUAD, complete at least three introductory NASUAD IQ trainings (of their choice) and acquire certificates of completion within the year, and utilize any on-line training provided by the LGOA (as appropriate to their job duties). Certificates of completion for NASUAD IQ trainings shall be kept on file.
3. All backups for I&R/A Specialists shall receive training in aging and disability programs and complete at least four hours of additional I&R/A training annually. AIRS certification is preferred.
4. I&R/A Specialists shall be trained by the AAA to use On-line Support Assistant (OLSA) in accordance with I&R/A Program protocols set by the LGOA.

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

1. The AAAs shall require I&R/A Specialists to input client service data into the appropriate LGOA-approved client data tracking system within 48 hours of receipt, following the policies and procedures for On-line Support Assistant (OLSA). This system should be utilized to capture client data, to 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. Data reports shall be submitted by the 15th day of the following month. Data shall not be inputted or changed after the deadline.
2. The AAA shall monitor I&R/A data and calls to ensure that its I&R/A Specialist is accurately assisting callers, inputting data, and receiving the training needed to perform constituent services and professional customer service.
3. The AAA Director shall meet monthly with 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 in the event the LGOA requests to review it.
4. Each AAA 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 Director abreast of call volume and the percentage of call topics. Using this data, the AAA shall determine how to best administer, amend, and improve the I&R/A Program to assure regional success.
5. Each AAA Director shall monitor the I&R/A Program and provide quarterly reporting to the I&R/A Program Manager. (Every effort should be made to use this reporting to increase the measurable goals of the I&R/A Program.)

k. Crisis Intervention and Emergency Calls

1. The AAA shall establish policies and procedures regarding crisis and emergency calls within its I&R/A Program.
2. The AAA is encouraged to have a Memorandum of Agreement (MOA) or contract with its local mental health centers or another appropriate organization to ensure quality of service when facilitating and expediting a crisis intervention or emergency call.
3. The AAA shall ensure through training and supervision that it's I&R/A Specialist has the skills to recognize when an inquirer is experiencing a crisis, and that the specialist knows how to determine whether the individual is in immediate danger and can take steps to ensure that he/she is safe before continuing with an evaluation.
4. The AAA shall promote crisis and emergency situation training opportunities to ensure continuous education of their employees.
5. The AAA shall ensure that staff members receive on-going crisis and emergency training with participation in, and completion of, at least one relevant training per year.

l. Emergency Situations

The AAA shall assure that its I&R/A Specialist has a working understanding of the AAA's Emergency Preparedness Plan in order to disseminate accurate information and referrals to senior clients during the declared emergency situation.

m. OLSA Input Standards

1. The AAA shall ensure that their I&R/A Specialist utilizes the LGOA intake guidelines found in the client tracking toolkit, in conjunction with AIRS standards, when providing information and referral services.
2. The AAA shall ensure that their I&R/A Specialist input the minimum demographic information outlined in the LGOA's OLSA Input Protocols to ensure that all necessary information to properly track and report clients in OLSA is available.
3. The AAA shall ensure that all outreach events are tracked in OLSA in accordance with the best practices and protocols outlined by the LGOA for the purpose of analyzing and enhancing community outreach.

2. I&R/A Program's and Specialists' Requirements:

a. I&R/A Specialists' General Knowledge and Skills

1. I&R/A Specialists shall possess an understanding of the OAA, LGOA Policies and Procedures, AAA Policies and Procedures, and all Home and Community-Based Services (HCBS) offered through the aging network, as well as other community resources, in order to direct the constituent to the appropriate services available within the region and statewide.
2. I&R/A Specialists shall have good customer service skills, and the knowledge, experience, and ability to perform their duties as outlined in this Manual.
3. I&R/A Specialists shall be highly knowledgeable about aging, disability, and health and human service resources that are affordable, accessible, and geographically convenient, and that meet the inquirer's expressed needs when requesting information or assistance.
4. 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.
5. I&R/A Specialists shall recognize the inquirer's right to accurate, comprehensive, and unbiased information provided in a confidential and/or anonymous, nonjudgmental

manner, and shall act as a nonpartisan, nonideological, and impartial information source for available nonprofit, government, and for-profit services that meet the I&R/A service's inclusion/exclusion criteria.

6. I&R/A Specialists shall recognize the right of inquirers to access, respect, privacy, confidentiality, and treatment that is professional, nonjudgmental, and culturally-appropriate while protecting the I&R/A Program from an unreasonable level of offensive behavior.
7. I&R/A Specialists shall be skilled in the appropriate technology and have the ability to efficiently utilize that technology to improve access to service and enhance their ability to serve inquirers efficiently and effectively while preserving the level of the core services. Technology includes, but is not limited to, telephone systems, I&R/A software (OLSA), and the searchable information and referral database (SC Access).

b. Core Functions

1. I&R/A Specialists shall provide problem-solving assistance and advocacy, as needed, using practices established by the ACL, LGOA, AIRS, and I&R/A policies.
2. The AAAs shall work with the I&R/A Specialists to develop and maintain current information regarding programs, opportunities, and services available to older adults, adults with disabilities, and their families/caregivers within their geographical regions and statewide and forward information on resources not in SC Access to the LGOA.
3. Each AAA and I&R/A Specialist shall abide by procedures established under federal and state law, as well as all policies set by the LGOA, which protect the privacy of individuals utilizing I&R/A services.
4. Each AAA shall fulfill the obligations and protocols of the OAA to receive funding and ensure that the I&R/A Specialist conducts services corresponding to the AAA's operational policies and procedures, in accordance with the LGOA's policies, procedures, and protocols.
5. I&R/A Specialists shall provide each inquirer with at least three appropriate referral choices (per contact) when possible.
6. I&R/A Specialists shall encourage inquirers to notify them if the information provided proves incorrect, inappropriate, or insufficient to link them with needed services. Incorrect, outdated, or missing information should be forwarded to the LGOA in order for the SC Access database to be updated.
7. Each AAA and I&R/A Specialist shall promote the local and toll-free telephone numbers, which are available throughout its region, and are accessible to any client seeking I&R/A or constituent services.
8. Each I&R/A Specialist shall accurately input client data into OLSA within 48 hours of receipt and document every call and contact, including information only calls, by recording the type of information requested and the action taken.
9. I&R/A Specialists shall work with the AAA Directors to develop quarterly reports using inquirer data and/or data from OLSA to support community planning activities (or planning at other levels), internal analysis, and advocacy. Reports shall have the ability to provide statistics regarding types of calls (information, referral, crisis), follow-up results (if feasible), unmet needs, inquirer characteristics, service requests, service use, community assets, and gaps and duplication in services. Reports shall also include instrumental feedback and proposed resolutions to address any concerns or obstacles encountered in reference to the previously stated statistics for the purpose of a

collaborative effort to continuously enhance and expand the I&R/A Program to its highest possible potential.

10. The AAA Director and I&R/A Specialist shall work in conjunction to evaluate the efficiency and effectiveness of their outreach plan(s) through a variety of means including examination of inquirer demographic information and tabulation of referral source data. Outreach reports to include events, presentations, information and/or material distribution, etc., should be included in the quarterly report to the LGOA.
11. The AAA and I&R/A Specialist shall communicate with the LGOA via IRAHelp@aging.sc.gov for the purpose of a collaborative effort to continuously enhance and expand the I&R/A Program to its highest possible potential.
12. The AAA and I&R/A Specialist shall utilize the I&R/A Forum to post information or share ideas relating to the practices of Information and Referral in the Aging Network of South Carolina in order to maintain a professional working relationship with the LGOA and ensure that there is ongoing communication between the I&R/A Specialist and the LGOA.
13. I&R/A Specialists, in conjunction with AAA Directors, shall notify the LGOA via PSAHelp@aging.sc.gov of any changes pertaining to providers or other resources within their planning and service areas.
14. I&R/A Specialists shall be responsible for coordinating the Emergency Rental Assistance Program regionally, in conjunction with the LGOA, as long as Emergency Rental Assistance funding is available.

c. Community and Network Involvement

1. I&R/A Specialists shall participate in community health fairs, seminars, webinars, etc. that promote and identify appropriate providers, services, and service delivery system improvements.
2. I&R/A Specialists shall work closely with others in the aging network (SC Access staff, Family Caregiver Advocates, SHIP Counselors, Directors, Ombudsmen, etc.) to ensure that service and resource information is shared within the AAAs and with appropriate LGOA staff.
3. The AAA shall work with the I&R/A Specialists to provide information that has been requested by inquirers to all appropriate community and funding organizations within a planning and service area in order to assist in identifying any gaps in the services they currently provide.
4. Each I&R/A Specialist shall be knowledgeable of local officials for the purpose of legislative advocacy and capable of identifying the appropriate party of interest when constituent services are not being rendered as designed.
5. Each I&R/A Specialist shall provide personalized and consumer-friendly assistance through active community and network involvement to empower individuals to make good, informed decisions about their care options.

d. Crisis Intervention and Emergency Calls

1. The AAA shall work with the I&R/A Specialist to establish policies and procedures for responding to crisis and emergency calls and for making follow-up contacts when appropriate.

2. Each I&R/A Specialist shall record and store all crisis intervention and emergency call services provided in accordance with the AAA's established protocols for the use of reporting.

e. Emergency Situations

The I&R/A Specialist shall have a working understanding of the AAA's Emergency Preparedness Plan and its local county emergency management offices (to include nonprofit disaster relief organizations) in order to provide information, referral and assistance services for senior disaster survivors and their families; such as advocacy and assistance with applying for State and Federal assistance programs, as requested.

f. Client Intake and Referral

1. At a minimum, through conversation and direct questioning, the I&/R/A Specialist shall request and record the demographic information outlined by the LGOA upon receiving a constituent call (i.e. required client data, request for service; and reason for Request for services).
2. The I&R/A Specialist shall provide the inquirer with at least three appropriate referral choices (per contact), when possible. If resources are unavailable at the time, the I&R/A Specialist shall make a good faith effort to assist the caller with alternate avenues for seeking services and/or encourage the caller to call back at a future date.

g. Tracking Client Data and Outreach Efforts

1. Client information, as well as outreach efforts, shall be recorded in accordance with the protocols set by the LGOA to ensure current client information is up to date, to prevent duplication of client profiles, and to identify the need to create a new client record. (Please see the I&R/A Client Tracking Toolkit.)
2. Tracking of a new or previous client shall be recorded in OLSA as close to the time of contact as possible. Client information shall be tracked within OLSA within 48 hours of receipt of the call to ensure adequate and timely input of information and to promote accurate and accessible data for the purpose of interagency collaboration to best serve clients.
3. The AAA shall ensure that all outreach events are tracked in OLSA in accordance with the best practices and protocols outlined by the LGOA for the purpose of analyzing and enhancing community outreach.
4. The AAA are responsible for creating performance goals for outreach efforts based on their populations, as well as implementing monitoring practices and measurements to support planning activities, internal analysis, and appropriate coverage of their counties served.

B. State Health Insurance Assistance Program (SHIP)

State Health Insurance Program (SHIP) Progress Reports

Each Area Agency on Aging (AAA) is required to submit two State Health Insurance Program (SHIP) Progress Reports semi-annually. The reporting periods are January 1 through August 31 and September 1 through December 31.

Five SHIP Performance Measure Definitions

The following are SHIP Performance Measure Definitions governing the SHIP program.

Performance Measure 1: Client Contacts – Percentage of total one-on-one contacts (in-person office, in-person home, telephone (all durations), and contacts by email, postal mail, or fax) per Medicare beneficiaries in the State.

Performance Measure 2: Outreach Contacts – Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.

Performance Measure 3: Contacts with Medicare Beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.

Performance Measure 4: **Hard–to-Reach Contacts** – Percentage of low-income, rural, non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.

Performance Measure 5: Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.

C. Senior Medicare Patrol (SMP)

South Carolina's Senior Medicare Patrol (SMP) Program is a health care fraud project administered by the Lieutenant Governor's Office on Aging (LGOA) with funding through the Administration for Community Living (ACL). SMPs empower and assist Medicare beneficiaries, their families, and caregivers to prevent, detect, and report health care fraud, errors, and abuse through outreach, counseling, and education. Federally, the SMP program is authorized in Title IV. **411(a)(31)**

The LGOA SMP Program is staffed by a SMP Coordinator. Each AAA has a SHIP/SMP regional coordinator and its own organizational structure and policies.

a. SMP Monitoring

1. The LGOA shall audit SMP activities to ensure data integrity by using SMP Information and Reporting System (SIRS) tracking data.
2. To comply with the ACL mode of collecting data, SMP activities will be uploaded monthly from SIRS by the SMP Manager/Coordinator at the LGOA.

b. SMP Training

1. Upon request from the regional coordinator, the LGOA shall provide the SMP Foundations and SMP Orientation training, annual updates/workshops training, or additional formal training courses for all volunteers.
2. The LGOA shall provide the manuals and other materials needed for all trainings.

c. SMP at the Area Agency on Aging (AAA)

Each AAA shall designate and maintain a SMP coordinator. In the event the position is vacated, the AAA shall strive to fill the position within a three month (90 days) time-frame unless an exception or extension is approved by the LGOA. The AAA shall develop and manage the work plan for their regional area.

d. AAA SMP Responsibilities

1. AAA Directors shall review call activity reports on a quarterly basis to ensure staff are meeting monthly requirements (per terms and conditions of NGAs) and recording contacts appropriately in the SIRS tracking system.
2. Each AAA shall conduct three outreach events per month according to NGA guidelines.
3. SMP staff and coordinators shall enter contacts and public events, weekly, via the SIRS tracking system to document types of calls and activities as required by the ACL grant terms and agreement.
4. AAA SMP Coordinators shall have and use a locked cabinet or confidential database to store private client data.
5. If the regional SMP staff resigns or is released for cause, the LGOA will be notified immediately so that the SMP data access can be deactivated.

D. Transportation Services

This section establishes the guidelines and requirements for the Area Agencies on Aging (AAAs) that contract for transportation services for older adults and people with disabilities. The section deals directly with transportation service client eligibility and reimbursement, as well as the procedures that the providers utilize to sublease State Fleet Management vehicles through the LGOA.

Transportation services are 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 Area Agency on Aging (AAA) 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))**.

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 AAA shall administer appropriate levels of services in their planning and service areas. The AAA Director shall provide direction to the AAA for transportation operations in accordance with OAA and LGOA regulations and guidelines.

Reimbursable Transportation Service Eligibility

The AAAs shall ensure that their providers offer reimbursable transportation services to eligible participants 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 shall be transported to destinations and services necessary for independent living and quality of life.

Transportation Service Activities

Transportation units are typically tracked through Point-to-Point, by Passenger Miles, or at a Flat Rate. However, the LGOA stipulates that each AAA shall utilize the Point-to-Point system (actual miles) for reimbursement purposes. The AAA shall assure that they meet the transportation needs of individuals covered by the OAA in their planning and service area through one or more of the following service methods, as appropriate:

- fixed route;
- demand response;
- passenger assistance services;
- door-to-door;
- curb-to-curb;
- door through door; and/or
- assisted transportation.

Services should be provided for those clients who need transportation in order to remain in their homes safely and independently, so as to delay institutionalization. Transportation service includes transporting eligible older adults to local community resources or other locations necessary for accessing services and/or accomplishing activities necessary for daily living.

Destinations may include, but are not limited to, nutrition sites, senior centers, shopping centers, and pharmacies.

Transportation Contract Standards

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

The designated transportation service for the Lieutenant Governor's Office on Aging (LGOA) is Point-to-Point. Point-to-Point is the provision of a means of going from one location to another. It does not include any other activity.

Transportation Units of Service

The unit of service for contracted point-to-point transportation services for an individual is a mile. It is also the unit of service for riders receiving assisted transportation.

Group Transportation: Group Transportation is a trip, with multiple riders, starting from a single point of origin, going to a single drop-off point (for example, a trip starting at the group dining site going to a multi-purpose store). A unit of service for group transportation is a mile. A group trip is determined by the actual miles between points, regardless of the number of clients riding (more than 3 riders going to one destination). Destinations may include, but are not limited to, nutrition sites and senior centers, shopping centers, and pharmacies.

Event Transportation: Event transportation, formerly known as a Social Trip, provides the means for seniors to have the transportation to beneficial events and activities. The LGOA will reimburse each provider for up to two AAA approved Event Transportation trips annually per

provider. The two AAA-authorized event transportation trips are to be reimbursed through LGOA aging funds. Event transportation is for in-state travel only, unless funded through non-LGOA aging funds. To be eligible for reimbursement, all event trips must have a reasonable cost, receive prior approval from the AAA, and have a justification in AIM. Event transportation trips shall be reimbursed based on the cost of the entire trip rather than for each individual traveling.

Note: While the LGOA will reimburse for two Event Transportation trips per provider annually, it is still the priority of transportation services, funded through the LGOA, to provide life sustaining transportation services, such as for medical care or grocery shopping before offering transportation to special events. **The LGOA strongly recommends that providers utilize local or alternative funding for Event Transportation, so that the limited transportation funds allocated through LGOA resources can be used to provide the clients with the essential transportation services necessary to allow them to remain home safely and independently for as long as possible.**

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 the total unit cost.

1. **Area Agency on Aging (AAA) transportation responsibilities**
   a. All AAAs shall ensure that transportation services for properly assessed eligible participants are available in their planning and service area in accordance with the OAA and the LGOA.
   b. The AAAs shall assess the transportation needs of their 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. The AAA, as well as its providers providing transportation services, shall practice sound and effective fiscal planning and management, financial and administrative record keeping, and reporting.
   d. The LGOA will reimburse only for the actual miles between a client's point of origin and destination. Steps shall be taken to ensure that the shortest route between points is pre-determined.
   e. The AAA shall ensure that providers compile a record of actual mileage for each client utilizing contracted transportation services. This can be accomplished by using recognized online mapping sites, or any other mapping services, to determine the miles between the client's point-of-origin and destination. It is the responsibility of the AAA to monitor and verify mileage and supporting documents before submitting for reimbursement. The LGOA will not reimburse if the number of miles recorded into AIM is different than the record kept on file by the provider. This information shall be made available to the LGOA upon request.
   f. Each AAA shall ensure that transportation providers accurately input required 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 shall be submitted to the LGOA by the 10th day of the month (AIM data shall be inputted no later than 11:59 p.m. on the 10th).
   g. If a transportation procurement contract entered into by the AAA is amended and results in any changes in services provided, the AAA shall notify the LGOA in

writing within three working days and provide assurances that all services units are being earned by the provider.

h. The AAA shall ensure that the providers maintain all information which documents the providers are in compliance with federal and state transportation standards.

i. For monitoring purposes by the LGOA and/or AAA, the providers shall keep the following records:
   - initial participant registration form for contracted services;
   - daily rider logs for each vehicle, miles ridden by each passenger (trip starting point and drop-off point), and names of companion riders (this includes Group Transportation trips);
   - 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.

j. The AAA through its monitoring, shall ensure that its providers protect collected contributions and fares made daily by the riders and track the contribution to their deposit into the provider's bank account.

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

l. The AAA shall ensure that any volunteer using a personal vehicle to transport clients shall provide evidence of personal vehicle insurance coverage as required by South Carolina law.

m. The AAA shall ensure that the provider maintains an appropriate number of vehicles accessible to persons with disabilities.

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

o. The AAA shall ensure that the providers train their staffs in proper techniques to handle the special needs of passengers with mobility impairments.

p. The AAA shall ensure that each service provider 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 expand the services provided.

q. The AAA and its providers shall conduct consumer satisfaction evaluations on at least an annual basis. This can be accomplished through various methods including, but not limited to, surveys, interviews, and/or focus groups. This data shall be reviewed by the AAA for program development and made available to the LGOA.

2. Reimbursement for transportation service units earned

a. The LGOA shall reimburse the AAA based on the actual miles between an established point-to-point trip.

b. The LGOA shall not reimburse the AAA for any transportation service units not earned by the providers.

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

d. Anyone who volunteers as a driver or is being compensated by an AAA or provider to provide transportation services cannot be counted as a service unit earned for transportation services funded through the LGOA while providing that compensated

service. When monitoring aging services, the AAA shall match service clients with a list of AAA and provider employees to ensure funding and programmatic integrity.

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

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 aging service providers (sublessee is an entity which provides contracted services with an AAA in the aging network) for a limited number of vehicles using the LGOA Vehicle Third Party Agreement form.

While the agreement for State Fleet vehicles is between the LGOA and providers, the Area Agency on Aging (AAA) should establish a protocol with their providers to be notified when a provider has entered into a sublease agreement with the LGOA. In addition, should the AAA and its provider amend their service contract, the LGOA shall be notified within three business days, pursuant to Chapter 400 of this Manual, Section C., Responsibilities of the AAA.

Any questions regarding vehicles leased from State Fleet should be made to the LGOA Vehicle Coordinator via FinanceHelp@aging.sc.gov.

E. 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. Home care services 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 and include personal care, homemaker and chore assistance. Home care services are funded by the Area Agencies on Aging (AAAs). Home Care Service definitions are based on the National Aging Program Information System (NAPIS) definitions.

Using OAA and state funds, the AAA shall administer appropriate levels of services in their planning and service areas. The AAA Director shall provide direction to the AAAs for home care service operations in accordance with OAA and LGOA regulations and guidelines.

1. Planning Service Area (PSA) & Area Agency on Aging (AAA) Home Care Service Responsibilities

a. Each AAA shall ensure that all home care service providers provide initial and ongoing training for all appropriate staff.

b. Each AAA shall ensure that home care service providers adhere to all licensing, confidentiality and privacy regulations and all applicable laws as established by federal and state governments, in addition to the regulations set by the United States Department of Health and Human Services (USDHHS), the ACL, LGOA, DHEC, and the AAA. AAAs and providers should contact the applicable regulating agency, such as USDHHS or DHEC, for guidance as to the

applicability of regulations and guidance on questions as to what licenses providers must have based on the services they provide.

c. Each AAA shall ensure that home care service providers accurately input required client data into the AIM system, or any other required LGOA client data collection system, 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 10th day of the month. The LGOA will not reimburse for any home care service units deemed not earned.
d. The AAA shall 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. The waiting list shall be entered into the approved LGOA data collection system (currently the AIM system).
e. The AAA shall ensure that providers have clearly defined criteria to determine when to terminate home care services as approved by the AAA. This documentation must be kept on file and provided to the AAAs and LGOA upon request or as required.
f. The AAA shall ensure that all home care service activities and client information is documented and maintained by the providers to include eligibility, plan of care, progress notes with supervisor's notes from any on-site visits, and paper or electronic termination forms. Documentation must be kept on file and provided to the AAA and LGOA upon request or as required.
g. The AAA shall ensure that all providers 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 shall maintain documentation of any missed or attempted visits. Documentation must be kept on file and provided to the AAA and LGOA upon request or as required.
h. The AAA shall ensure that all providers maintain records of incident reports, registered complaints, and follow-ups. This documentation must be kept on file and provided to the AAA and the LGOA upon request or as required.
i. The AAA shall ensure that all home care service providers maintain a list of emergency contacts and a written agreement with the caregiver regarding arrangements for emergency care and ambulance transportation.
j. If a home care services procurement contract entered into by the AAA and a provider is amended and results in any change in the service provided, the AAA must notify the LGOA in writing within three working days and provide assurances which ensure that all service units are being earned by the provider.

2. Home Care Service Definitions

a. Personal Care – Personal assistance, stand by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed or chair, walking, dressing, grooming, and assistance with medicine)
b. Homemaker – Assistance such as preparing meals, shopping for personal and household items, using the telephone, and doing light housework.
c. Chore – Assistance with heavy housework, yard work or sidewalk maintenance for the person.

3. LGOA Reimbursement for Service Units Earned

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

b. The AAA 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 shall ensure that providers are earning their units in accordance with the OAA and LGOA policies.

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

4. Unit of Service

A unit of service is defined as one hour of direct services provided to or in the older individual's residence.

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 and Considerations

Individuals 60 years of age or older may be eligible for home care services if they have a chronic illness, have limitations in their 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. Home care service beneficiaries are expected to be home-bound or to have a medical condition that prevents them from safely performing the activities involved in the services received.

When more than one elderly person eligible for home care services lives in a household, services not specific to the individual are considered one unit of service. For example, bathing, personal grooming, or medication management are specific to the individuals served and would count as two units, if documentation shows that each person received one of these services during the visit.

6. Priority Services

In-home services are a priority under the OAA. A provision of the Act requires the LGOA to set a minimum level of expenditure of OAA Title III-B funding on in-home services. The AAA may set a higher limit based on the regional service needs assessment 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; and
- the right of the program beneficiary to be fully informed (orally and in writing), in advance of receiving in-home service, of his/her rights and obligations (**OAA 314**).

F. Respite Services

Respite is a service that provides temporary relief from caregiving to a 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 OAA Title III-B have a secondary benefit of also providing respite for the client's 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 on the eligibility of the family/primary caregiver and the care receiver.

Respite services are person-centered and may include in- or out-of-home respite care or 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 Family Caregiver Advocate (FCA) shall contact the caregiver 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 shall submit authorized reimbursement receipts to the AAA. Each AAA will abide by protocols and procedures for voucher reimbursement set by the LGOA.

Under the OAA, adult day care is an option for temporary respite services provided to caregivers. Adult Day Care as a temporary respite service has limited hours that can be used by the caregiver.

The policies and procedures regarding provision of respite services in South Carolina are described in Section 505, Family Caregiver Support Program (FCSP), of this Manual.

503: Title III-C Nutrition Service Operations

Purpose of Nutrition Services

The goal of aging services, including nutrition program activities, is to keep older adults living safely and independently at home for as long as possible and to give them the tools necessary to make well-informed decisions that promote beneficial health and wellness practices. As such, nutrition program services are considered a part of the healthcare continuum with the purpose of maintaining and/or improving the nutritional, health status, and quality of life of older adults.

Lieutenant Governor's Office on Aging (LGOA) funded nutrition services utilize both federal and state funds. Regardless of funding stream, all meals served in the nutrition program shall

follow the guidance set forth by the OAA in Title III-C as outlined in this section, except as stipulated, in this manual, by the LGOA (Chapter 300, Section 305 and Chapter 600, Section 603).

Nutrition services under Title III-C-1 (group dining) of 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 by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

Nutrition services under Title III-C-2 (home-delivered meals) of OAA Section 336 direct that:

- at least one home-delivered meal be provided, on five or more days a week, except in a rural area where such frequency is not feasible; and
- nutrition education, nutrition counseling, and other nutrition services, as appropriate, are provided, based on the needs of meal recipients.

Service outcomes include:

- identification of eligible and target group persons at nutritional risk and/or food insecurity;
- delay decline in health and nutrition status through nutrition screening, services, and referrals;
- reduce identified nutrition risk and food insecurity among program participants through the provision of nutritious meals, education, counseling, and food assistance referrals; and
- reduce isolation of program participants through socialization and home-delivered meal contact.

A resource for OAA nutrition program information is the National Resource Center on Nutrition and Aging. This resource can be found online at http://nutritionandaging.org/.

A. Service Eligibility and Priority

Nutrition services shall be provided to eligible individuals based upon completion of the LGOA assessment. Preference for nutrition service shall be given to participants meeting OAA eligibility requirements, are in the OAA target groups, and are assessed to be at high nutritional risk. High nutrition risk means having a score of six or more on the LGOA Assessment form, nutrition-screening section.

Those eligible for participation in group dining and home-delivered nutrition programs include persons age 60 and older, and:

- the spouse of the older program beneficiary, regardless of age;
- a person under age 60 who has a disability and who resides in a housing facility occupied primarily by older adults, at which group dining services are provided;
- a person under age 60 who has a disability may receive a meal if they reside with an individual who is a program beneficiary; or
- a person who volunteers during meal hours (in order to receive a free meal, all volunteer work duties, and service hours must be documented and recorded by the provider.) (**OAA 339(2)(H-I)**)

The Administration for Community Living (ACL) notes that OAA nutrition services (group dining and home-delivered meals) are not intended to reach every eligible individual in the community. OAA funded nutrition services are targeted to those in greatest social and economic need with particular attention to:

- low income individuals;
- minority individuals;
- older individuals in rural communities;
- older individuals with limited English proficiency; and
- older individuals at risk of institutional placement (see definition in Chapter 100, of this Manual)

Individuals that do not meet the eligibility requirements or targeted criteria as outlined above should be served using local or private pay funds when available.

B. Federal and State Nutrition Service Requirements

1. The AAA's shall ensure that all providers comply with all provisions for nutrition services contained in the Older Americans Act, as amended (http://www.aoa.gov/AoA_Programs/OAA/oaa_full.asp), and shall
   a. provide all required information to the LGOA, and
   b. ensure that nutrition service providers adhere to all provisions of this Section (503).
2. Each AAA shall ensure that its contractors operate nutrition programs a minimum of 249 days a year based on a five day per week schedule, per OAA Section 331.
3. Each AAA shall provide to the LGOA the guidelines established for operating hours and socialization requirements for all sites that do not receive Permanent Improvement Project (PIP) funding.
4. Each AAA shall purchase nutrition services, with funds received from the LGOA, from service providers who have the capacity to provide meals in accordance with the OAA Section 339, Nutrition. Separate contracts may be utilized for the different types of meals (e.g. hot, frozen, cold, shelf stable, or emergency), nutrition education, and counseling (where feasible) if the meal vendor does not provide these services.
5. All participants receiving services utilizing LGOA funds must have a full and valid assessment in order to be a service recipient. Participant Assessment Standards are detailed in Chapter 400, Section 404E of this manual.
6. The AAA shall ensure that all aspects of Chapter 300, Section 305 (O-Q) of this Manual are adhered to in the establishment, notification, and implementation of voluntary contributions, cost-sharing and private pay programs when procuring service contracts and in the implementation of contracts.
7. Preference for nutrition services shall be provided to participants at high nutritional risk as determined by the LGOA assessment. If a participant being served has less than the minimum nutrition risk score of six, a justification specific to the participant's need, shall be made in the AIM system.
8. Federal funding shall be the primary funding source for nutrition services financed by the LGOA. State funds may be used after federal funds are expended, as allowed by Chapter 600.
9. The AAA assures through its Area Plan that aging services will be delivered in the region in compliance with OAA and LGOA requirements and is responsible for all contracted nutrition services, and shall take all necessary steps to ensure that services have been

provided accurately when it seeks reimbursement from the LGOA. If the services are not being provided as contracted, the AAA must notify the LGOA of the problem in writing within five business days of the discovery. The AAA shall allow the provider 30 days after discovery to correct the problem and ensure that its service provider is serving the senior participants as contracted. The AAA shall notify the LGOA, in writing, when and how the problem was resolved, within 10 days of the resolution.

10. In order to maintain the nutritional adequacy of meals served, the AAA's shall ensure that each meal provider has procedures in place to make certain all eligible participants receive the appropriate serving (serving sizes are not to be reduced when attendance exceeds expectations).
11. Each AAA will approve the following in writing: facilities, nutrition services sign-in sheets, hours of operations, socialization requirements, documentation for nutrition counseling where provided, and plating and packaging procedures used at facilities.
12. Each AAA shall ensure facilities used for meal services comply with Chapter 400, Section 410G of this Manual and OAA directives as outlined in this section. Guidance can also be found in SCDHEC Regulation 61-25 (see link at 503C2b).
13. Each AAA shall ensure that contractors address a service recipient's request for a short-term change in service, such as days of attendance or temporary transfer to the home-delivered meal service, within three days of the request.
14. Each AAA shall ensure that the termination of an individual's nutrition services is a carefully planned process with supporting documentation.
15. The AAA shall establish policies for serving multiple meals per day and/or more than five meals per week per person in the region. Multiple meals per day and more than five meals per week per person will not be reimbursed by the LGOA as long as there is a regional and/or county waiting list for meal services. All meals served must meet nutrient specifications in Section 503K of this Chapter and be included in the nutrition analysis.
16. <u>Competitive Procurement and Contract Requirements</u>
    a. In accordance with OAA (339(2)(C), the LGOA encourages AAAs and providers to enter into contracts that limit the amount of time meals must spend in transit before they are consumed.
    b. The AAA may make awards for group dining and home-delivered nutrition services to a service provider that furnishes either or both (group dining, home-delivered) types of services. Under the guidelines of and with the prior approval of the LGOA, the AAAs and/or their providers may enter into contracts with profit-making organizations for the delivery of nutrition services (**OAA 212**).
       Note: Emergency meals shall be contracted.
    c. The AAA shall not include Nutrition Service Incentive Program (NSIP) units in provider contracts. The NSIP is an incentive program and not a funding stream.
    d. Each AAA shall ensure that all nutrition procurement contracts for meals include each provision of the LGOA *Minimum Meal Bid Specifications*. Current specifications are included in Appendix A of this Manual.
    e. With the advice of a registered dietitian, the AAA may add requirements to the minimum bid specifications to meet regional needs but may not reduce any existing requirements. The LGOA shall be notified by the AAA of any changes to the

minimum meal bid specifications prior to procurement contracts being signed between the AAA and its provider and/or meal vendor.

f. Terms and conditions of nutrition service contracts shall include performance measures specific to the region's needs.

g. 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 shall negotiate a fair price with the vendor to assure quality service is maintained for the participants.

h. The AAA must provide electronic copies of executed and amended contracts according to Section 304 of this manual to psahelp@aging.sc.gov within 10 working days of execution. If an AAA fails to submit the amended contract, they shall be deemed out of compliance and funding shall be considered not earned.

i. 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.

j. The cost of test meals shall be negotiated and included in the procurement contract.

C. Area Agency on Aging Nutrition Responsibilities

1. Program Staffing

a. The AAA shall employ qualified staff, adequate in number to sufficiently manage nutrition service contracts and to ensure regional compliance with program requirements. Staff shall be shall be qualified by education or experience in food service operations, basic nutrition principles, and food safety.

b. The AAA shall ensure that providers have adequate, qualified staff to implement the nutrition program group dining and home delivered meal programs in compliance with all federal, state and local regulations. Staff shall be qualified by education or experience in foodservice operations, basic nutrition principles, and food safety.

c. Information on utilization of Registered Dietitians is found in Section M of this chapter. **(OAA 339(G)(i)**

2. Nutrition Program Monitoring

a. The LGOA requires each AAA to have written monitoring protocols that validate the data provided for the services submitted for reimbursement.

b. The AAA shall accurately monitor and audit each meal site's activities and services monthly to ensure data integrity before reimbursement and for continued program integrity.

c. The AAA shall collect monthly activity calendars for each meal site in the region and make them available to the LGOA as requested. Calendars shall be in an easy to read font and format for the aging service participants to view.

d. Each AAA shall ensure that its providers maintain the following (and any additional) information that documents compliance with group dining and home-delivered meal standards and make the information available to the LGOA for compliance monitoring upon request:

- daily records of participant attendance for meals, nutrition education, and daily programs promoting socialization (activity calendars), including copies of the sign-in sheet approved by the AAA;
- daily records regarding the number of complete meals ordered, received, served, and/or discarded;
- documentation of any food shortages or substitutions, as applicable;
- comments on the participants' satisfaction with the meals served;
- participant surveys on program satisfaction;
- collection, protection, and deposit of participant contributions;
- staff and volunteer training related to program services, including protecting participant confidentiality;
- all program operation information as outlined in this Section (503); and
- all menus used in the region as outlined in Section 503K.

e. Each AAA shall ensure that proper documentation is kept regarding initial participant registration, assessments, reassessments, justifications, and termination forms, when applicable.

f. Each AAA shall ensure that its providers keep incident reports and registered complaints with documentation of follow-up on file with both the program supervisor and AAA whenever any fall, injury, choking, illness, or other unusual event occurs in or on the grounds of the group dining center, or during any site provided transport.

g. Each AAA shall monitor the use of state and federal funds to ensure federal funds (most restrictive) are expended first. After a funding stream is exhausted, the participants can be moved to another funding source once the required changes are noted in the AIM data system.

h. The AAA shall approve, in advance, nutrition education sessions appropriate to the population to ensure evidence based materials, approved by a registered dietitian, are the basis of the session.

i. The AAA shall review provider menus prior to implementation, with input from a registered dietitian, to ensure menus are compliant, appropriate, and updated to reflect the preferences of a majority of participants. Each AAA shall retain approved menus that include dates of service and nutrition analysis documentation, on file for a period of three years, and provide to the LGOA upon request for monitoring purposes. The requirements can be found in Appendix A of this Manual.

3. Food Safety and Quality

a. Each AAA shall ensure that all providers and meal suppliers comply with applicable provisions of State or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an older individual (OAA(339(2)(f).)

b. Each AAA shall ensure, through a schedule of monitoring activities completed by an individual with sufficient knowledge through education and/or experience, that nutrition service providers and meal vendors comply with all federal, state, and local health laws and ordinances concerning storage, preparation, handling, and serving of food. Adherence to the current LGOA Minimum Meal Bid Specifications shall also be monitored whether meals are provided through a local county contract, regional vendor contract, purchased frozen from a distributor, or prepared on-site.

The SCDHEC Regulation 61-25 dated July 1, 2014 can be found at **https://www.scdhec.gov/FoodSafety/FoodServiceIndustry/Regulation61-25/**

c. Each AAA must develop detailed policies for providers to follow when disposing of leftover foods and the removal of food from the premises by meal participants. If AAA policy allows that foods may be taken from group dining sites by participants, there must be food safety education for participants and a legal disclaimer sign visible to all.

d. The AAA is required to conduct food safety and sanitation inspections of group dining facilities at least annually. These inspections shall be documented on the LGOA approved form.

e. The AAA shall ensure providers clearly establish each delivery route in writing and assure that routes are planned to minimize the amount of time food spends in transit. No meal route shall exceed two hours in time.

f. Each AAA shall ensure that its providers develop a written plan detailing how the monthly food safety monitoring for home-delivered meals will be conducted (i.e., test meals).

g. Each AAA shall have written food safety protocols for providers to implement when home-delivered meal route monitoring fails to meet the minimum temperature requirements.

h. Each AAA shall ensure provider staff and volunteers receive food safety and other training adequate to perform required duties.

D. Unit of Service for Nutrition Services

1. Meals: one eligible meal served to an eligible participant. All necessary costs associated with delivery of group dining and home-delivered meal services that comply with the standards are to be included in the unit cost of "one meal." Line item financial information on how the meal unit cost is calculated must be made available to the LGOA upon request for monitoring purposes.

   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. These costs should be quantified and listed on the LGOA approved meal cost worksheet.

2. Nutrition education: (1 session per participant) -- a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Line item financial information on how the unit cost for nutrition education is calculated must be made available to the LGOA upon request for monitoring purposes.

3. Nutrition counseling: (1 session per participant) -- individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, medication use, or counseling given to caregivers. Counseling is provided, one-on-one by a Registered, Licensed Dietitian (RD, LD), and addresses individualized options and methods for improving nutritional status. Nutrition counseling costs shall be based upon an hourly rate, and may be broken down into 15-minute increments. See 503N for details on nutrition education and nutrition counseling.

E. Nutrition Service Data Input

The AAA and Nutrition Service providers shall promptly and accurately input required participant data into the AIM participant data collection system as requested by the terms, conditions, policies, procedures, and specifications of Title III-C of the OAA and LGOA policies and procedures, unless a State Waiver has been approved by the LGOA.

1. All data for nutrition service participants shall be entered into AIM for the site that delivers and the individual participant that receives the service.
2. All data must be entered and finalized into AIM by the 10th day of the following month to be eligible for reimbursement.
3. Group dining meals shall be tracked in AIM as congregate meals.
   a. Community sponsored special meals shall be included in the AIM data collection system database as USDA-eligible, only when the meal meets all of the requirements of the OAA Title III-C program.
   b. Meals served at special events that do not meet OAA Title III-C program requirements shall be reported in AIM as meals ineligible for USDA.
   c. Units served to eligible individuals who participate only in special events and/or holiday meals shall be reported in the group services screen.
   d. OAA funded emergency meals must meet the federal nutrition requirements, including 1/3 DRI in order to be reimbursed. In the event of an imminent emergency or disaster declared by either the President of the United States or the Governor of South Carolina, the AAAs may provide up to five federally compliant emergency shelf-stable meals to their clients who are receiving direct services at that time. Each AAA shall establish guidelines for providers on the issuance of shelf-stable emergency meals based on the weather patterns of the regions served (e.g. hurricane season or ice storms). While the number of emergency shelf-stable meals provided is determined by the AAA, no more than five shelf-stable emergency meals may be issued at one time per client. It is the AAA's duty to determine the regional needs of clients.

      However, during an emergency declared by the President of the United States or the Governor of South Carolina, if meals meeting the federal requirements cannot be procured, the AAA may use state HCBS emergency funds to pay for those meals. While it is allowable for state HCBS emergency funds to be used during a declared emergency for non-federally compliant meals, the AAA and its contractors should use this option only if meals meeting the federal requirements cannot be procured.

      Reimbursement for non-federally compliant emergency meals: The AAA shall establish a procedure when a declared emergency or disaster occurs to record all disaster related expenditures separately from normal day-to-day expenditures.

      Note: The AAA or its contractors shall enter all federally compliant emergency meals in AIM, by individual recipient, using the AIM service category: HDM shelf-stable meal.

      During a declared emergency or disaster, the AAA will submit a form, provided by the LGOA that will total the amount of the request for reimbursement for the declared emergency or disaster to be reviewed by LGOA staff. The LGOA will issue a Notice of Award specifically for the declared emergency or disaster along with a PRF for

reimbursement for the related expenditures. The AAA will submit proper supporting documentation along with the PRF to receive the reimbursement.

It is the responsibility of the AAA to ensure proper documentation, internal controls, and verification that the expenditures are related to the declared emergency or disaster. The AAA shall retain proper documentation in accordance with the AAA's retention policy. The AAA shall establish as part of the process, protocols to ensure the contractor is not able to duplicate the services under emergency and normal reimbursement; therefore, a review process shall be conducted to cross reference the reimbursement request to detect any potential duplicate reimbursement request. The AAA shall review the current documentation to ensure proper information is provided by the contractor that would allow a cross check to be conducted in the event of an emergency or declared disaster.

Note: The procurement of emergency meals, which are not federally compliant should be limited, reasonable, and necessary, and must have the approval of the LGOA's Nutrition Manager or other authorized LGOA representative in order to be reimbursed. The AAA or contractor shall provide justification showing why emergency meals not meeting federal requirements are being provided.

4. Home-delivered meals shall be tracked in AIM and specified as one of the following:
   - cold (e.g. deli meal);
   - frozen;
   - hot; or
   - shelf.
5. Nutrition Education shall be entered into the AIM database system as a group activity and specified as C1 or C2. Data entry shall include the date of the session, the number of clients attending the activity, the title of the presentation, instructor name and credentials, source of materials, and the length of the session.
6. Nutrition counseling shall be entered into AIM in increments of or a whole of one unit (a whole unit equals one hour) and specify whether the participant receiving the service is a C1 or C2 client.

F. Reimbursement for Nutrition Service Units Earned

1. The AAA must submit invoices to the LGOA no later than the 21st day of each month for the previous month. The LGOA shall not reimburse for any nutrition service units deemed not earned.
2. If an AAA fails to submit billing invoices for accurately verified nutrition service units earned, it shall be deemed out of compliance, and funding shall be considered not earned.
3. Group dining sites must use a sign-in sheet approved by the AAA to record participants who are utilizing nutrition services (meals, nutrition education, and nutrition counseling) in order to receive reimbursement. This daily sign-in sheet is required, even if providers 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 years.
4. The AAA shall establish regional policies that verify the delivery of a meal to a client. To the maximum extent and whenever possible, client verification shall be obtained. A variety of methods may be used to verify delivery of the meals to the client. Electronic verification systems, client's signature, stamp, handwritten initials, or mark

are examples of verification of delivery. The signature of a family member or care giver is acceptable, but the provider must follow AAA procedures for visual or verbal contact with the participant on a regular frequency.

G. Funding Sources

1. Funds available for use in the nutrition services programs are specified as follows:
   - Title III-C-1 is used for congregate or group dining;
   - Title III-C-2 is used for home-delivered meals; and
   - State Home and Community-Based Services (HCBS) funds may be used for either group dining or home-delivered meals. However, the LGOA directs OAA Title III-C funds to be expended first.
   - The sales tax exemption in this Manual (Chapter 500, Section 503(B)(17)(i)) is linked to purchases allowable under the food stamp program. The OAA allows the use of Supplemental Nutrition Assistance Program (SNAP) funds by program beneficiaries for their contributions to the meals service, where the capability exists.
2. In order to increase the number of meals served, and to supplement state and federal funds each AAA shall encourage service providers to establish non-coercive, voluntary contribution programs. Cost sharing programs shall be established for State HCBS funds. See Chapter 300, Section 305(O) of this Manual.
3. Each AAA shall encourage service providers to initiate voluntary contribution (private-pay) programs for individuals who have the means to pay in order to raise funds to expand and enhance the program.
4. The AAA shall include details of the voluntary contribution, cost sharing, and private pay programs in their Area Plans.
5. Once the Area Plan and/or Area Plan Update is approved and a grant award is issued to the AAA, only Nutrition Services Incentive Program (NSIP) funds may be transferred between Title III-C-1 and Title III-C-2 of the OAA; then only if budget changes are necessary to pay for these individualized participant services.

<u>Nutrition Service Incentive Program</u>

The purpose of NSIP is to provide incentives to encourage and reward effective performance by States and tribal organizations in the efficient delivery of nutritious meals to older individuals **(OAA 311(a))**. The AAA must ensure that funds awarded through the NSIP are applied to the purchase of domestically produced foods used in the meals served in the nutrition program **(OAA 311(d)(4))**. NSIP should serve to increase the number of OAA Title III-C meals served and not supplant costs paid by other funding sources including OAA Title III-C.

NSIP is based on the number of qualified meals served in the previous fiscal year and is not subject to the Intrastate Funding Formula (IFF). The LGOA has elected to receive cash reimbursements instead of commodity foods under this program.

Meals must meet all program criteria for a Title III-C meal in order to be eligible for NSIP funding. State funded meals are also eligible for NSIP. Meal activity recorded in the AIM system shall have a true check mark (in the activities setup) in order to track whether or not it meets the qualifications under NSIP. 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.

The LGOA shall disburse all funds received under NSIP to the AAA's according to OAA requirements. The NSIP funds shall be distributed to nutrition service providers based on each programs proportion of the total number of eligible participant meals served in the region.

- NSIP will be consistently distributed by documented eligible meals as recorded in the AIM system.
- The NSIP rate shall be based on the domestic portion of actual raw food costs of the current meal service contract.
- The rate for NSIP shall be determined annually by each AAA using uniform criteria provided by the LGOA.
- NSIP activities shall be defined as congregate or home-delivered meals.
- The AIM system shall split the funding for the AAAs and will allocate funds until depleted. By focusing on the utilization of Title III-C-1 and Title III-C-2 funds and the provision of local data, this system will enhance the share of NSIP funds received in a region.
- NSIP funds will be included on the AAA Multi-Grant Notification of Grant Award (NGA).
- NSIP funds shall not be included in provider contracts as a funding stream.

Note: By reporting eligible meal counts from all funding sources, the NSIP rate will be maximized.

H. Determination of Need for Group Dining Nutrition Services (Congregate Program)

Participant assessment as described in Chapter 400, Section 404E, of this Manual shall determine the need for group dining services. Eligible participants in the targeted categories, as outlined in Section 503A, with a high nutrition risk score shall have priority for nutrition services.

If an individual's assessment indicates the need for socialization and the participant is able to attend the dining site, then he/she shall be eligible for enrollment in the group dining program. As stipulated in OAA339(2)(I), group dining nutrition services may be made available to individuals with disabilities, who are not older individuals, but who reside in housing facilities occupied primarily by older individuals at which nutrition services are provided.

Note: Meals shall not be provided to persons who are currently enrolled in a care-providing facility, other state and/or federal program providing meals, or a day program that requires provision of meals unless a waiver is requested in writing, using the LGOA State Waiver Form, and approved by the LGOA.

In the event of the death of a program beneficiary who resides with an adult with disabilities under age 60, the adult with disabilities can continue to receive group dining or home-delivered meals if an assessment determines the continued need for services. This assessment must be conducted at the time of the program beneficiary's death. At that time, every attempt must be made to determine if the adult with disabilities qualifies for non-aging programs (such as programs offered through agencies including, but not limited to, Medicaid or the South Carolina Department of Disabilities and Special Needs). If the adult with disabilities qualifies for, and can be served by a non-aging nutrition program service, he/she must be removed as an aging service participant.

Following the determination of need and enrollment of the participant, a service request should be promptly met as soon as funds are available to provide the service. When the service cannot be initiated immediately, a referral shall be made to another home-delivered meal program that serves the area.

If no alternative program is available, the individual shall be placed on a program's waiting list (entered into AIM) and referred to other meal or food assistance programs, such as local food banks, the Supplemental Nutrition Assistance Program (SNAP), the commodity supplemental food program (CFSP), or the Emergency Food Assistance Program (TEFAP) administered by SCDSS.

1. Waiting Lists for Services
   a. Standards for waiting lists shall follow the criteria established in Chapter 400, Sections 404(E) and 406(A) of this Manual.
   b. The AAA shall have a written policy and standardized procedure for prioritizing clients requesting nutrition services and maintain a waiting list in the approved LGOA data collection system (currently the AIM system) for services based on the initial assessment and annual reassessment.

I. Eligibility and Determination for Home-Delivered Nutrition Services

In addition to the eligibility outlined in 503A, a person receiving home-delivered meals must be homebound due to the following:

- illness;
- incapacitating disability; or
- other isolating conditions (such as geographic isolation)

Through the LGOA-approved assessment process, criteria for determining need shall include the following:

- assessment to determine initial qualification for home-delivered meals, as well as ongoing assessments (in person), as outlined in Section 404E to document continued eligibility;
- an inability to leave home unassisted;
- an inability to leave home except for medical and other essential appointments;
- an inability to shop for and purchase and/or prepare food due to his/her disability;
- qualification under one of the prior criteria, and a lack of anyone to prepare a nutritious meal on a daily basis, and

If single-day delivery of multiple frozen or shelf stable meals are utilized, the individual's assessment shall include a determination of the

- capability to store and heat the meals unassisted (or documentation of the availability of any necessary assistance), and
- need for daily contact through telephone reassurance.

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.

1. Waiting Lists for Services
   a. Guidelines in Section 503(H) shall be followed for the home-delivered meal program.

J. Coordination of Group Dining and Home-Delivered Nutrition Services

1. Group dining and home delivered meal programs shall have a site manager or program director (person in charge) with appropriate education and experience that is responsible for all required services and activities. Designation of site manager versus program director shall be determined by criteria developed by the AAA and provider based on meal site size and scope of operations.
2. The AAA shall ensure that the providers adhere to the eligibility requirements for Title III-C-1 and Title III-C-2 meals and shall stipulate in its contracts with the providers that Title III-C-1 participants may receive home-delivered meals only in emergencies or in special circumstances (such as short-term illness or incapacitation). Working with the AAA, the provider shall have established criteria to address special circumstances.
3. Providers may serve meals to guests at group dining sites, or to OAA ineligible persons at home-delivered locations, as long as the cost of these meals is paid through private or other funding sources, and not funds allocated by the LGOA. Although alternative funding sources are being used, each AAA shall ensure that its contractors make available aggregate client data to the LGOA for federal and state reporting purposes.
4. Accommodating a participant's request for a change in service, such as for temporary home-delivered meals, shall be addressed as quickly as possible (within three business days from the request being made).
5. Sites providing nutrition services shall serve a minimum of 25 meals daily in order to meet health and safety standards, and to ensure financial viability. The AAAs are encouraged to periodically access the viability of above referenced sites that serve fewer than 25 meal participants daily.
6. Special diet (i.e., vegetarian, kosher, low salt, diabetic, etc.) requests shall be monitored to identify when the need has reached a level to make honoring the request feasible.
7. In areas subject to weather-related emergencies, the AAA shall have a written emergency plan that ensures aging services will continue during the emergency period. While the AAA determines its own emergency protocols, up to five nonperishable meals can be delivered to clients at one time, provided the meals can be prepared safely. See Section 503(E) of this Manual for information on nutrition data input.
8. The AAAs shall maintain a list of participants that are unable to prepare shelf stable meals and do not have anyone to assist in the preparation as identified through the LGOA assessment process. This list of highly vulnerable participants will be included in the emergency preparedness plan requirements outlined in Chapter 200, Section 206(R) of this Manual.

K. Requirements of Menus and Meals Served

1. Each group dining and home-delivered meal (including hot, frozen, cold/deli, and shelf stable) shall comply with the OAA nutrient requirements in Section 339(2)(A)(i-iii). These requirements follow 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:
   a. programs that provide one meal per day must show that the meal meets the minimum of 33⅓ percent of the DRI;
   b. programs that provide two meals per day must show that the meals meet a combined total of 66⅔ percent of the DRI;

c. programs that provide three meals per day must show that they meet 100 percent of the DRI; and
d. to the maximum extent practicable, are adjusted to meet any special dietary needs of program participants.

2. Meal providers shall solicit the advice and expertise of:
   a. a dietitian or other individual (of comparable expertise);
   b. meal participants; and
   c. other individuals knowledgeable with regard to the needs of older individuals (OAA 339(2)(G)(i-iii).
3. Menu items shall be prepared using standardized quantity recipes as required in the Minimum Meal Bid Specifications.
4. Nutrients and values for analysis may be found in the Minimum Meal Bid Specifications. Where allowed, the daily average at the end of the week shall provide required amounts of the specified nutrients. Calories, Protein, Fat, and Vitamin C are not subject to weekly averaging.

   The Dietary Reference Intake Guide can be found online at http://www.nap.edu/catalog/11537/dietary-reference-intakes-the-essential-guide-to-nutrient-requirements.
5. All menus shall be certified and contain the following information while also adhering to the format of Attachment B found in the Minimum Meal Bid Specifications:
   a) have a length of four weeks and be planned with the input of a registered dietitian on a quarterly basis;
   b) include the cycle week and dates for each day the menu is to be served;
   c) include values for the nutrients listed in the Minimum Meal Bid Specifications presented for each day and, where allowed, the average for the week. Any percentages listed shall be for the meal, not for a calorie level (i.e., 2000 calories); and
   d) a signature by a RD, LD, or person of comparable expertise (PCE) with credentials and date of signature. The signature indicates the menu was reviewed and meets LGOA specifications.
6. Specific terms shall be used on the menu so the participant can make an informed choice on what they will eat (e.g. "apple slices," or "fresh pear" instead of "fruit," or "baked lemon chicken" instead of "chicken").
7. Menu substitutions, due to last minute supplier shortages or production issues, must be made using foods of similar nutritional value. Menu substitutions should be documented as such with the replacement food, portions, and date served. The menu copy shall be retained on file per policy for monitoring purposes.
8. Changes to the menu, during the cycle period, may be made by the vendor or provider of food services with the prior approval of the AAA. The changes must be of similar nutritional value and approved by a registered dietitian. The AAA shall have written protocols in place stating the process for submitting and approving menu changes.
9. Special dietary needs of participants must be considered in menu planning, food selection, and meal preparation. Nutrition providers shall provide menus for special dietary requirements, where feasible and appropriate. See Section 503(L) for Special Dietary Needs and Therapeutic (Modified) Meals.
10. Shelf stable meals are composed of foods that have been processed in such a manner to be free of microorganisms (disease-causing and spoilage) capable of growth in the product at

non-refrigerated conditions during distribution and storage. Long-term service of shelf stable meals is not recommended.

Shelf stable meals may be used in two situations:

a. shelf stable meals delivered to the home of a participant on a regular basis because daily delivery of hot meals is not feasible or the individual does not have the ability to store and prepare frozen meals or because of holiday and scheduled closings; and
b. emergency meals provided at the participant's home or a group dining site when daily prepared meals cannot be delivered due to bad weather, 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 has an unscheduled closing. Shelf stable meals for use in emergencies shall consist of easy to open packaging and should require little or no preparation.
   Note: Shelf stable meals served as a regular daily meal must meet the 33⅓ percent DRI requirement and be used infrequently. Shelf stable meals used for emergencies must meet the 33⅓ percent DRI but are exempt from the maximum sodium level.

L. Special Dietary Needs and Therapeutic (Modified) Meals

To the maximum extent practicable, menus are adjusted to meet any special dietary needs of program participants (OAA 339(2)(A)(iii).

Offering menus for special dietary needs will help encourage certain targeted groups of older persons to participate in the nutrition program when the lack of special menus would otherwise deny their participation. Cultural preferences as a classification of special dietary needs may include kosher or vegetarian diets. Therapeutic diets (modified diets) as a classification of special dietary needs may be modified in individual nutrients, caloric values, food consistency, flavor, content of specific foods, or combinations of the preceding.

Except as specifically noted, all standards and requirements applicable to regular group dining and home-delivered meals and menus shall also apply to these meals.

1. Meals for special dietary needs may be provided if:
   a. the providers verify that there are sufficient numbers of persons needing the special meals to ensure that their provision is practical; and
   b. the AAA ensures that the appropriate foods and skills necessary to plan and prepare meals are available in the area.
2. Therapeutic (modified) diets must adhere to all of the following requirements:
   a. therapeutic diets may be served when there is a referral from a medical professional and where the meal provider has the necessary staff expertise to prepare the meal. Written documentation from the medical professional with the diet type, and projected length of need, shall be updated annually and kept on file, in accordance with Health Insurance Portability and Accountability Act (HIPAA) Laws, per policy. This information shall be made available for review by the LGOA or AAA upon request;
   b. therapeutic diets should be limited to those found in the most current South Carolina Academy of Nutrition and Dietetics Diet Manual for Long Term Care Facilities or other similar diet manual, and approved by a registered dietitian;
   c. be prepared under the supervision of a registered dietitian;
   d. follow the standards set forth in the approved diet manual for food items;

e. not be required to meet 33⅓ 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

f. follow a service protocol, which protects participant privacy, to ensure participants receive the correct diet for both group dining and home-delivered meal programs.

3. An individual may refuse a special diet, after referral by a medical professional. In these instances, a "diet waiver" letter, signed by the participant, may be utilized by the provider to show that the individual refused the recommended diet. A copy of this release form shall be retained for a period of three years for monitoring purposes.
4. Meal replacement supplements (products such as Boost, Ensure, Glucerna) shall not be reimbursed unless there is a current physician or other qualified health professional's order, no waiting list for nutrition services in the region, and a registered dietitian or PCE, on staff or contracted, to monitor the individual's progress, measure the success of the therapy, and explore alternative interventions. These products when used as outlined above must be served with an eligible meal for reimbursement at the regular meal rate. AAA and providers shall have and follow policies and procedures.

   Note: The Aging Network shall not issue, diagnose or prescribe liquid nutritional supplements without oversight by a registered dietitian or PCE.

M. Requirements for Registered Dietitians

The OAA directs that the nutrition program be administered with the advice and expertise of dietitians, or individuals with comparable expertise. Dietitians may be a volunteered, employed, or contracted person at the AAA or provider level. Registered dietitians must hold a valid South Carolina Dietitiens license in accordance with the South Carolina Department of Labor, Licensing, and Regulation (SCLLR online at http://www.llr.state.sc.us/POL/Dietetics/index.asp?file=laws.htm).

Duties of the registered dietitian may include:

- Technical assistance in program operations;
- Nutrition program training;
- Program monitoring, planning, and evaluation;
- Menu planning;
- Nutritional analysis of menus;
- Development of standardized recipes;
- Approval of menu substitutions;
- Planning, overseeing, and/or delivering nutrition education;
- Providing nutrition counseling services;
- Assessments and reassessments; and
- Client nutritional issues.

1. Per the OAA Section 339(G), a registered dietitian is required to be utilized for the administration of the nutrition program in each region.
2. Any vendor or service provider operating a meal production site shall have a registered dietitian on staff, or as a paid or volunteer consultant.
3. Signed and dated time and activity reports that document the services provided by the registered dietitian shall be kept on file. Such reports shall be examined when vendor compliance reviews are performed and provided to the AAA and the LGOA upon request.

4. A person of comparable expertise (PCE) is defined as a person:
   a. who has a Bachelor's or Master's degree in Home Economics, Family and Consumer Sciences, Human Sciences, or Public Health with an emphasis in Nutrition and/or Dietetics;
   b. holds a certified food protection manager credential that is recognized by SCDHEC; and
   c. has knowledge through education or experience on the nutritional needs of older adults and food service operations.

   If using the services of a PCE the AAA shall obtain advance authorization in writing from the LGOA nutrition program manager. The AAA shall forward a copy of the candidate's resume, curriculum vitae, transcripts, and/or other certificates and documents that show the appropriate education, training, and experience. Those not likely to receive approval include nurses, nurse practitioners, physician assistants, dietary managers, dietary supervisors, and cooks unless they can prove an extensive, well-rounded education and experience in the major areas of dietetic practice.

N. Nutrition Education and Nutrition Counseling Service Requirements

The OAA requires that nutrition services shall provide for nutrition screening, a program of nutrition education, and nutrition counseling if appropriate (OAA339(j)).

The complete LGOA Assessment form shall be administered to all potential participants. Individuals with a nutritional risk score of six or higher, from the nutrition-screening section, shall be considered at high nutrition risk and offered additional nutrition and health promotion services as available.

1. Nutrition Education (See definition in Chapter 100 or 503(D)(1) of this Manual)
   a. The AAA and/or providers may utilize the services of their own RD or approved PCE to oversee the nutrition education program. The AAA shall provide written notification to the LGOA one month prior to the program change and shall include the person's name, credentials, registration, and license number, as applicable. PCE's require preauthorization as described in Section 503(L)(4). For those regions where the AAA and provider do not yet have an RD/PCE on staff or as a consultant, the LGOA RD will oversee the nutrition education program.
   b. Sessions at meal sites shall be provided at least six times per year and last no less than 15 minutes in length, excluding questions and answers. Topics should be based on the participants' needs and interests.
   c. Nutrition education shall be provided to home-delivered meal participants once per year. Per OAA requirements, this shall include the opportunity for participants to ask questions, including follow up and program evaluation.
   d. Providers shall submit nutrition education reports for approval, prior to the session, on a schedule determined by the AAA. Providers should use only evidence-based materials approved by the RD overseeing the program for the basis of the sessions. The LGOA has developed a list of approved resources.
   e. Nutrition presentations by the SCDHEC SNAP-ED Nutrition Education Program RDs and Clemson Extension Agents should be scheduled at all sites, at least once per year, where available.

f. Nutrition education programming shall be documented in accordance with LGOA guidance, and on the LGOA approved form.
g. Nutrition education sessions shall be listed on each meal site's monthly activity calendar in a way that identifies the session as nutrition education and includes the specific topic title.
h. Approved sessions at meal sites and for home delivered meals shall be entered as a group activity per Section 503E5 Nutrition Service Data Input. Feedback from participants on sessions shall be used in planning future session topics.
i. Each nutrition service provider shall maintain written documentation (on the LGOA form) of programs presented for a period of three years to verify that the requirements are met. Documentation shall be made available upon request to the AAA and LGOA.

2. Nutrition Counseling (See definition in Chapter 100 or 503(D)(1) of this Manual)
   a. Nutrition counseling is a service which may be provided, and may include an appropriate nutrition care plan, instruction on appropriate food choices based on needs, and other interventions. It is an important component of a nutrition program, in which a RD gives professional guidance to an individual as part of a care plan.
   b. Nutrition counseling shall be offered, where feasible, to those participants who are most likely to benefit from such service and may be provided via referral to community resources such as a county health department, or local hospitals, or the registered, licensed dietitian.
   c. Only Registered, Licensed Dietitians may provide nutrition counseling.

O. Group Dining Nutrition Service Operations – (Congregate)

The primary purpose of operating a group-dining center is to provide a nutritious meal and education in proper nutrition, health, and wellness and to promote socialization. The group dining site shall provide opportunities for socialization to prevent social isolation in accordance with the OAA. The AAA shall ensure that providers have a method of soliciting the advice and input of meal program participants on program development and implementation that is documented and can be made available for monitoring purposes based on OAA 339(G). Advisory councils are recommended where feasible.

The goal of aging services, including group dining site socialization, is to keep older adults living safely and independently at home for as long as possible and to give them the tools necessary to make well-informed decisions that promote beneficial health and wellness practices. While activities are a component of socialization in the group dining program, the AAA and its provider must be good stewards of the limited federal and state funding available and shall assess and survey participants to ensure the needs and interests of the participants are being met.

1. Group dining shall be available in multipurpose senior centers and at meal sites, located in other facilities such as churches, community centers, hospitals, 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 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 AAA shall provide the LGOA with a current operating schedule for all sites serving fewer than five days a week (**OAA 331**).

3. The AAA shall notify the LGOA in advance of a new site opening with the following information:
   a. Contact Information: Site Manager, address, telephone number, and email address.
   b. Hours of operation and days open each week.
   c. Is the site to be opened year round? Is it a seasonal site?
   d. Name the services to be provided at the site.
   e. Will this site replace another site being closed or consolidated?
   f. Will the site be a community focal point for seniors as defined by this Manual?
4. The AAA shall provide the LGOA with a current list of meal sites by January 1st annually. The list shall include the following:
   a. Contact information.
   b. Days and hours of operations.
   c. Name the services provided at the site.
5. Service providers are encouraged to have, where feasible, joint arrangements with schools or other facilities serving meals to children in order to promote intergenerational meal programs (OAA 339(2)(D)).
6. Group dining centers shall be provided in settings in as close proximity to the majority of eligible older individuals' residences as feasible (**OAA 339(2)(E)**).
7. Group dining facilities that receive PIP funding shall have set hours of operations approved by the AAA and offer programs and activities that shall provide opportunities for socialization to prevent isolation. These opportunities should include a variety of ongoing activities reflective of the interests and needs of participants and are appropriate to the seasons.
8. Group dining facilities (non-PIP funded), with a primary purpose of serving meals, shall follow the operational guidelines established by the AAA for such sites. These sites shall fulfill the primary purpose of a meal site by the OAA as stated at the beginning of Section 503.
9. Clients attending meal sites that are open less than five days per week shall be assisted in accessing additional sources of nutrition support as outline in Bullet H of this Section (503). Efforts should be documented in the LGOA data entry system to demonstrate the service was provided.
10. Group dining program service requirements for providers:
    a. Group dining sites shall have a daily minimum of 25 group dining participants in order to meet health and safety standards and to ensure financial viability for meal sites. The AAA and its providers are encouraged to periodically assess the viability of above referenced sites that serve fewer than 25 meal participants daily.
    b. Group dining sites shall post the actual cost of meals. This notice shall be posted in a prominent location within each site, in a font large enough for the participants to see. In addition, a notice providing suggested meal contributions shall also be posted along with the meal cost notice. Notices shall comply with Section 305 (O-Q) of this Manual.
    c. Each group dining site shall have a designated person in charge and staffed with an adequate number of trained individuals during all hours of operation.
    d. Each group dining site shall have trained staff present and available for all hours of operation.

e. Each provider shall make special provisions, as necessary, for the service of meals to eligible older adults with disabilities.
f. Each provider shall establish group dining services in facilities that comply with LGOA Chapter 400, Section 410(G), of this Manual and Section 503(C)(1)(k) of this Chapter, and are approved by the AAA in writing prior to use. Facilities shall be available to the program on a year round basis and have appropriate equipment for serving meals (i.e., hand washing facilities).
g. 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 weekly posting menus for participant use shall be in large print (no smaller than 14 point). The provider must abide by the certified menus. Information on menu changes and substitutions can be found in Section 503K.
h. Each group dining site shall offer opportunities for volunteer service during meal hours. All volunteer hours must be documented and made available to the LGOA upon request. Volunteers shall be trained on their duties.
i. Each provider shall assist participants in accessing available transportation in order to attend the group dining center, when feasible.

P. Special Meals for Events

1. Special meals are reimbursable, as long as proof is available to show the meal meets the one-third DRI requirement. Special meals, which do not meet the DRI requirements, should be funded through alternative sources.
2. Meals provided by local sponsors for holidays, special occasions, or other events are encouraged. Sponsors of these meals should be encouraged to focus on healthy foods that follow the principles of the Dietary Guideline for Americans or other recognized healthy eating pattern. These meals are not reimbursable by the LGOA.
3. Events should be scheduled so as not to interfere with the provision of home-delivered meals or meals provided to those unable to attend the event.

Q. Home-Delivered Nutrition Services

1. No participant shall receive C-2 classified meals unless he/she has been fully assessed per Chapter 400, Section 404(E) of this Manual, except as noted in Section 404(E)(1) for justified temporary services.
2. When frozen or shelf stable meals are provided, five or more meals may be delivered at one time. In accordance with Section 503(C)(3) of this Chapter, a determination of the number of meals to be provided on a daily or weekly basis shall be made during the evaluation of the assessment. Where allowed, and when the need for more than five meals is demonstrated, the provider shall include the weekly number of meals to be provided along with a justification in the AIM system. The justification shall include information specific to the participant's needs and an estimated length of time that more than five meals per week are to be served.
3. When providing five or more meals at one time, the provider shall adhere to the LGOA waiting list requirements and also ensure that daily contact needs, as determined by the assessment, are being made through a telephone reassurance service or other reassurance system. A contact log shall be maintained and made available to the AAA and LGOA for review upon request.
4. Meals delivered to the home shall be classified in AIM according to Section 503(E).

5. Written menus should be made available to participants receiving home-delivered meals, where feasible.
6. Each home-delivered meal service provider must:
   a. provide service to all areas of the region or the entire county in which they have contracted with the AAA to serve;
   b. have a designated person in charge and the site shall be staffed with an adequate number of trained individuals to deliver services during all hours of operation.
   c. 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;
   d. have staff present at each location used for plating and packaging meals for delivery;
   e. use thermal tools appropriate to the type of meal being delivered in order to maintain temperatures to protect product safety and integrity;
   f. use trained volunteers to deliver meals to the homes to the maximum extent possible;
   g. 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; and
   h. make available medical information approved by health care professionals, such as informational brochures and/or information on how and where to get vaccines such as influenza, pneumonia, and shingles, in the individual's community (**OAA 339 (2)(K)**).

R. Food Delivery Requirements Home-Delivered Meals

1. Aging service providers, offering home-delivered meals, may use various systems of delivery. If a participant receives more than one meal per day, only one of those meals can be hot.
2. The AAA and provider must have established policies for undelivered meals. Meals shall not be left at the door, or anywhere else, unattended.
3. All frozen and prepared daily meals must be individually portioned with spill proof seals or lids.
4. Cold and hot food items shall be packed for delivery in separate insulated food carriers made of materials that can be cleaned and sanitized after each delivery cycle.
5. To ensure food safety for home-delivered meals, providers must have a food safety plan that details home-delivered route temperature monitoring, including corrective actions.
6. As required by Section 503(2)(f), the written food safety plan shall include time and temperature readings of required foods in home-delivered meals. This information shall be documented, including any actions taken, and maintained on file by the provider and made available for program monitoring. Foods must meet the current recommended minimum holding temperatures as set by SCDHEC 61-25 until delivery to the home:
   Greater than or equal to ($\geq$) 135^0 Fahrenheit (F) for hot foods, and
   Less than or equal to ($\leq$) 41^0F for cold foods.
7. The AAA and provider shall have protocols in place to ensure meal safety based on SCDHEC regulations, in the event that test meals fail to pass the temperature check.
8. Undelivered hot and cold meals must be discarded. If the integrity of a frozen meal is intact (still frozen hard) the meal may be returned to the center's freezer.
9. Provide food handling and food safety instructions to home-delivered meal recipients. Daily meal dating, safe food handling instructions, and "use by" date labeling is encouraged.

S. Food Safety & Sanitation Requirements for Central Kitchens and Meal Sites

1. Any food service operation that prepares meals funded through the LGOA resources shall be permitted and inspected by SCDHEC. All foods shall be prepared, transported, and served in a manner that preserves flavor, nutrients, and appearance. These facilities will utilize operating procedures for serving populations highly susceptible to food borne illness. The SCDHEC Regulation 61-25 dated July 1, 2014 can be found at the following address. **https://www.scdhec.gov/FoodSafety/FoodServiceIndustry/Regulation61-25/**
2. Meal sites that receive food from an offsite caterer's kitchen and are not inspected by DHEC, should not perform the following food service functions due to the fact these acts are considered critical control points (CCP) in the preparation and service of food to the public:
   a. reheat foods that have been held at hot temperatures, including foods that have fallen below the recommended minimum holding temperature of 135^0;
   b. clean and sanitize dishes, equipment and serving utensils; and
   c. prepare and cook food. Multiple step food preparation is a core function of food service establishments.
3. At all levels of the aging network (LGOA, AAA, provider, and in some cases sites), at least one employee that has oversight authority and/or supervisory/management responsibility and the authority to direct and control food preparation and service shall be a certified food protection manager (CFPM) as recognized by SCDHEC.
   a. The LGOA Nutritionist/Nutrition Manager or RD consultant shall maintain a CFPM;
   b. AAA personnel in charge of overseeing and monitoring the nutrition program shall maintain a CFPM credential;
   c. The AAA shall ensure that the personnel in charge of overseeing and monitoring the nutrition program at the providers' level maintain a CFPM credential;
   d. the RD, or PCE consultant at any of the above levels shall maintain the CFPM credential; and
   e. the AAA shall oversee its service provider operations to ensure meal sites, that do the following, have a CFPM on site:
      - prepares meals on site;
      - cooks frozen meals, or
      - by virtue of meal volume;
      - distance from the kitchen;
      - staff turnover; or
      - other reasons as identified by the AAA or contractor.
4. Meal site managers or the designated staff member, must be aware of and abide by all federal, state, and local health, sanitation, and safety regulations applicable to the type of food preparation and meal delivery systems used.
5. Hot food items must be maintained at or above ($\geq$) 135^0 F and cold food items must be maintained at or below ($\leq$) 41^0 F throughout the period of meal service. In order to retain maximum nutritional value and food quality, foods should be served as soon as possible after preparation. Holding times for foods should not exceed four hours from the final stage of food preparation until the meal is served to participants.
6. Temperature checks should be taken with a food thermometer daily at the time food leaves the production site/area, upon arrival at the meal site (if food is prepared off site), and

again at serving time. Records of these temperature checks with time taken and any corrective actions should be kept in the nutrition program files per policy.

a. Each thermometer shall be calibrated on a regular basis with the results documented on the appropriate LGOA form. A labeling and tracking system shall be used where multiple thermometers are used. Infrared thermometers are not acceptable for measuring documented food temperatures.
b. Meal sites without equipment specifically designed for longer term holding of hot foods shall take and document the temperature of the foods at serving time.
c. These facilities shall include in their food safety plan, written protocols to follow in the event temperatures are inadequate when taken.
d. Daily food temperatures shall be taken for all Time/Temperature Control for Safety (TCS) foods. A list of these foods can be found in Appendix A of this manual.

7. Foods must be prepared, transported, and served, with the least possible manual contact, using suitable utensils, and on surfaces that, prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination.
8. Unless specified otherwise in the AAA's regional policy manual, no leftover TCS food items can be removed by a participant from a group dining site. The AAA may allow clients to remove TCS foods from the meal site as long as the AAA develops policies and procedures which include a requirement that providers educate participants on the safe handling of food prior to the removal of any leftover TCS foods. This training shall be held on an annual basis and the training materials used and signatory acknowledgement of the training must be kept on file per LGOA policy. Title III funds may not be used to purchase carry out containers or other materials for the removal of food from a site. Non TCS foods such as fruit, breads, aseptically packed foods (packaged in a sterile container in a way that maintains sterility) and packaged items such as cookies or cakes are not subject to the education requirement.

T. Group Dining Site Safety Requirements

The AAA shall ensure the following:

1. All areas of the group dining sites shall be clean and have adequate lighting, heat/air conditioning, and ventilation. Group dining site kitchen and dining room doors, and windows that open, shall be equipped with screens.
2. Group dining sites shall have appropriate standards for fire safety, meeting Federal, State and Local requirements. Inspections by local authorities must be completed per local guidelines, documented and available upon request. When deficiencies are found, the provider shall forward a copy of the inspection and a Corrective Action Plan (CAP) to the Area Agency on Aging (AAA) and the deficiency must be rectified 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 of South Carolina as a pest control operator.
4. The provider shall maintain detailed inspection reports must be kept by the provider for review by the AAA and LGOA, if requested.

U. Emergency or Unscheduled Closings

Each AAA and its providers shall follow the guidance of Chapter 200, Section 206R, and Chapter 400, Section 409 of this Manual.

a. Each AAA shall establish guidelines for providers on the issuance of shelf stable emergency meals based on the weather patterns on the regions served (e.g. hurricane season or ice storms). Up to five emergency meals may be issued at one time and shall be replenished by the provider/contractor when necessary (after an emergency event or by the meal expiration date).

V. Scheduled Holiday Closings

See Chapter 400, Section 409 of this Manual.

504: Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP)

Title III-D of the Older Americans Act (OAA) provides grants to states and territories based on their share of the population aged 60 years and over for education and implementation activities that support healthy lifestyles and promote healthy behaviors. Priority is given to serving older adults living in medically-underserved areas of South Carolina or to those who are of the greatest economic need. Congress has mandated that OAA Title III-D funding be used only for programs that have been demonstrated to be evidence-based.

The Administration for Community Living's (ACL's) goal is to increase seniors' access to interventions that have proven to be effective in reducing the risk of disease, disability, and injury. The South Carolina Aging Network's role in health prevention is to introduce these interventions into practice within community settings.

The Lieutenant Governor's Office on Aging's (LGOA) objectives of the Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP) are to: 1) empower older persons to adopt healthy lifestyles and behaviors, improve health status, and manage chronic conditions better; 2) reduce their use of hospital services and emergency room visits; and 3) enable aging networks to have the capacity to deliver evidence-based programs.

Examples of Evidence-Based programs include, but are not limited to:

- A Matter of Balance (MOB);
- Active Choices;
- Active Living Every Day (ALED);
- AEA Arthritis Foundation Aquatics Program (AFAP);
- AEA Arthritis Foundation Exercise Program (AFEP);
- Arthritis Self-Management (Self-Help) Program (ASMP – Stanford);
- Chronic Disease Self-Management Program (CDSMP – Stanford);
- Chronic Pain Self-Management Program (CPSMP – Stanford);
- Diabetes Self-Management Program (DSMP - Stanford);
- EnhanceFitness;
- EnhanceWellness;
- Fit and Strong!;
- Better Choices, Better Health - Arthritis program is the online version of the Arthritis Self-Management Program (formerly the Self-Management @ Stanford Healthier Living with Arthritis program)
- Healthy IDEAS (Identifying Depression, Empowering Activities for Seniors);
- Healthy Moves for Aging Well;
- HomeMeds;

- Online Chronic Disease Self-Management Program (Stanford);
- Prevention and Management of Alcohol Problems in Older Adults;
- Program to Encourage Active, Rewarding Lives for Seniors (PEARLS);
- Programa de Manejo Personal de la Arthritis (Spanish Arthritis Self-Management Program);
- Programa de Manejo Personal de la Diabetes (Spanish Diabetes Self-Management Program);
- Powerful Tools for Caregivers;
- Stepping On;
- Strong for Life;
- Tai Chi Quan: Moving for Better Balance (TJQMBB);
- Tomando Control de su Salud (Spanish Chronic Disease Self-Management Program); and
- Walk with Ease.

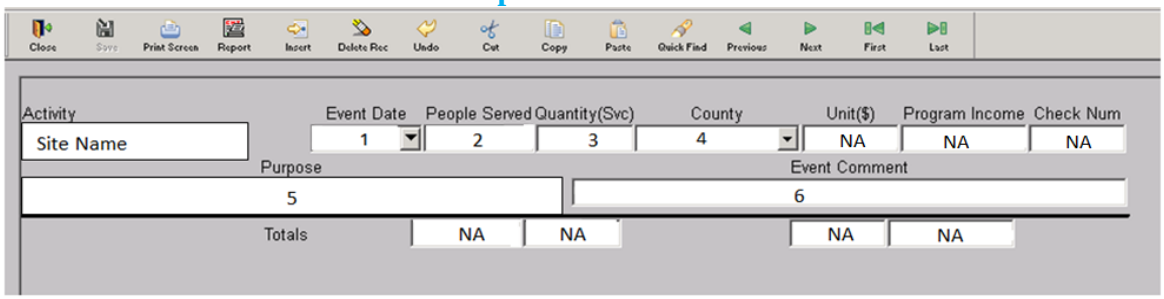
The ACL recognizes programs that are considered "evidence-based" by any operating division of the United States Department of Health and Human Services (HHS) as acceptable for reimbursement under Title III-D. Additional EBP's are listed on the ACL's website: Aging and Disability Evidence-Based Programs and Practices, the Center for Disease Control's (CDC's) Compendium of Effective Interventions, Substance Abuse and Mental Health Services Administration's (SAMHSA's) National Registry of Evidence-Based Programs and Practices, National Institute of Health's (NIH's) Cancer Control Evidence-based Portal, etc. In addition, there are numerous evidence-based programs that are administered throughout HHS. For a list of the HHS Family Agencies, visit http://www.hhs.gov/about/foa/index.html. The National Council on Aging Center for Healthy Aging also maintains a chart of accepted EBP's.

Note: The Older Americans Act was amended in 2016 to clarify that health screening includes mental and behavioral health screening and falls prevention screening to detect or prevent illnesses and injuries that occur most frequently in older individuals. **(321(a)(8))**

A. Area Agency on Aging (AAA) Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP)

1. Each AAA shall administer appropriate levels of services in its planning and service area and provide or contract for Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP) in accordance with the OAA and LGOA policies and procedures.
2. Each AAA shall ensure that providers of EBDDP/HP have a valid, current certification, and/or license for the program being offered and forward to the LGOA as requested.
3. Each AAA shall ensure that providers of EBDDP/HP services accurately input required data into the AIM system by the 10th day of the month. Each class/workshop shall be entered into AIM using the EBP Group Activity and completing all required fields (shown below).

AIM Data Entry Screen for Group Nutrition Education - Beginning July 1, 2017
Click on Screens then Click on Group Service



1. Date of Evidence-Based Training Workshop/Class
2. Number of participants attending EBP
3. Total Time of EBP in increments of 15 minutes: 15, 30, 45, 60
4. County in which EBP was held
5. Name of EBP
6. Trainer name (s)

4. The AAA shall have monitoring measures in place to accurately audit each providers' evidence based programs to ensure data integrity before reimbursement.

B. Lieutenant Governor's Office on Aging's (LGOA's) Standardized Earned Units of Service for Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP)

All evidence-based programs shall fall under the auspices and criteria of the Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP) program in Section 504.

Individuals participating in EBP classes or workshops are exempt from the LGOA assessment policy, in order to increase EBP participation. EBP participants should be made aware of all available aging services and offered assessments if other services are needed.

A unit of service is defined as one class EBP class or workshop.

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 fails to submit billing invoices for accurately verified EBDDP/HP service units earned, it shall be deemed out of compliance and funding shall be deemed not earned.
2. The AAA shall provide the LGOA with a written plan, to be submitted in their Area Plan, which addresses how the AAA shall ensure that EBDDP/HP services' providers are earning their units in accordance with the OAA and LGOA. The Plan shall include evidence based programs approved by ACL and LGOA.
3. The LGOA shall not reimburse the AAA for any service units not earned by the EBDDP/HP services' providers. Reimbursement payments shall be withheld by the LGOA if it is determined the service units have not been earned.

D. Goals of Evidence-Based and Health Promotion Services (OAA 361)

Evidence-based disease and health promotion services shall:

- 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.

E. Persons Eligible for Evidence-Based Disease and Disability Prevention and Health Promotion Services (EBDDP/HP)

Any individual is eligible to participate in the EBDDP/HP services. However, reimbursement will only be made for persons aged 60 years or older with priority 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. Coordination with Other Programs

Each AAA shall coordinate EBDDP/HP with other community agencies, faith based organizations, hospitals, and volunteer organizations with similar program goals. This program coordination shall be provided to the LGOA Program Manager.

Partnerships to extend the reach of EBDDP/HP Services 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, Federally Qualified Health Centers (FQHCs), veteran organizations, faith based organizations, hospitals, and other volunteer organizations. Senior centers and group dining sites are key partners for implementation and consumer feedback for Evidence-Based Disease and Disability Prevention and Health Promotion Services.

G. Documentation of Evidence-Based Disease and Disability Prevention and Health Promotion (EBDDP/HP) Services Activities

The AAA shall require all providers to retain documentation of all EBDDP/HP programs conducted at group dining sites, senior centers, or in other community locations. The providers shall include all EBDDP/HP programs on their monthly activity calendars with the specific program name being listed.

In order to comply with documentation requirements, providers shall:

- provide copies of current certification and/or licenses for each program and trainer/leader providing the program to the AAA;
- maintain "sign-in" sheets to track earned units of service;
- prepare incident reports of any injury or other unusual event that occurs during delivery of services, document follow-up, and keep these on file;
- keep documentation on file at the provider's office of the monthly EBDDP/HP programs conducted at group dining centers, senior centers, or in other community locations;
- 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 bank account. Any funds collected shall be used to further implement EBDDP/HPs; and

- survey site participants annually to determine the type(s) of EBPs that are of interest to seniors utilizing aging services. This information shall be provided annually to the AAA by December 31.

505: FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) POLICY

To oversee and support statewide development of the FCSP, the LGOA has established the position of FCSP Manager to work in partnership with the AAAs and the regional Family Caregiver Advocates (FCAs). The LGOA FCSP Manager shall establish a close professional working relationship with the AAA staff and shall directly monitor the regions through site visits, trainings, required update reports from the AAA, and all other necessary actions to ensure caregiving services are being provided.

A. Area Agency on Aging (AAA) Family Caregiver Support Program (FCSP) Responsibilities:

1. In accordance with the FCSP as defined in Title III of the OAA, the AAA shall establish a FCSP plan to include a budget, timeline, outcomes, and measures as part of its Area Plan. In the plan, the AAA shall address the method for providing consumer choice within its planning and service area. The AAA shall make a written report quarterly to the LGOA FCSP Manager, as well as an annual report at the close of the fiscal year.
2. Each AAA 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.
3. The AAA shall 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. OLSA data shall be inputted by the 10th day of the following month. Data cannot be inputted or changed after the deadline.
4. The AAA shall have monitoring measures that validate and support the data submitted to the LGOA for reimbursement.
5. Adhering to LGOA and OAA provisions, the AAA shall establish policies that address any limits set on financial awards to caregivers regarding supplemental services. If waivers of regional caregiver policies are allowed, the process used to request, grant, or deny such caregiver waivers shall be documented. To assure accountability, written policies and procedures shall be established to process financial requests and maintain records. These policies also should address the methods used to allocate services across the region.
6. The AAA shall establish an evaluation process to track progress toward development of partnerships, leveraging of resources, and performance outcome measures.
7. The AAA shall develop policies and procedures to ensure that confidentiality and security of the regional data is protected. The AAA shall also establish security measures to ensure that confidential information sent is protected, as required by the Health Insurance Portability and Accountability Act (HIPAA).

8. The AAA shall have protocols in place that ensure each caregiver is informed of potential tax liabilities when receiving financial awards for respite services (This encompasses all respite funding, to include, but not limited to, state non-recurring funds).

B. Family Caregiver Support Program (FCSP) 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;
- relatives over age 55 serving as the primary caregiver for a child as defined above; and
- caregivers of persons age 60 or older who meet the conditions specified in subparagraph (A)(i) or (B) of Section 102(22) of the Older Americans Act.

C. Authorization for Family Caregiver Support Program (FCSP) Services

The AAA's Family Caregiver Advocate (FCA) shall make contact with the caregiver 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 shall be spent. In order to be reimbursed, the caregiver shall submit authorized reimbursement receipts to the AAA. Each AAA 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 unit of service is one 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.

E. Older Americans Act (OAA) Title III-E Priority in Providing Family Caregiver Support Program (FCSP) Services

Priority shall be given to the following:

1. Family caregivers of a person with Alzheimer's disease or a related dementia may be served regardless of the age of the person with dementia.

2. Grandparents and other older relative caregivers providing care to children (under age 18 years or age 19 to 59 with disabilities) may receive services at 55 years of age and older (Seniors Raising Children); and

3. Older caregivers providing care to their adult children with disabilities can be served in the FCSP if the adult children are 60 years of age and older.

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. The LGOA is aware that some regions have provided meal replacement supplements as a FCSP supplemental service in the past. The same rules for meal replacement

supplements found in the Section 503(L)(4) on page 120 of this Manual apply to the FCSP. Note: The Aging Network shall not issue, diagnose or prescribe liquid nutritional supplements without oversight by a registered dietitian or PCE.

3. In order to prioritize among the many qualified family caregivers in South Carolina and identify those with the greatest needs, as defined by the Administration for Community Living (ACL), a set of weighted Caregiver Program Priority Questions are encompassed in the LGOA assessment protocols. Each AAA shall use the Priority Score to determine who shall receive services and who shall be placed on a waiting list. The waiting list shall comply with LGOA data collection protocols.

G. Family Caregiver Support Program (FCSP) Required Services

The OAA specifies five required categories of service for the FCSP. Each AAA is required to build a system of operation for the FCA. The AAA shall ensure that all five categories of FCSP services are available throughout the planning and service area. Detailed specifications regarding the FCSP shall be outlined in the AAA's Area Plan. Additional information on allowable service activities may be obtained through the LGOA FCSP manager.

H. Trained Volunteers to Expand Family Caregiver Support Program (FCSP) Services

1. **In executing the FCSP, each AAA shall make use of trained volunteers and community partnerships to establish needed resources and services and link caregivers to existing services.** The AAA 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)**).

I. Conditions on Older Americans Act (OAA) Title III-E Family Caregiver Support Program (FCSP) Funding

1. Funds under the FCSP are not earmarked or targeted for any specific service. States have the flexibility to determine the funding allocated to provide the five categories of services authorized: 1) information about services; 2) assistance with access to services; 3) individual counseling, organization of support groups, and caregiver training; 4) respite care; and 5) supplemental services, on a limited basis. The OAA limits spending for grandparents and other older adult relatives raising children to 10 percent of the federal and 10 percent of the state funds cumulative. The LGOA has set a minimum of five percent of caregiver-directed service dollars to be allocated to grandparents or other older adult relatives raising children. The AAA is allowed no more than 10 percent of the regional allocation of FCSP funds for planning and administration activities related to the FCSP.
2. The FCSP requires a 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 other aging services. FCSP shall supplement (and not supplant) funds previously applied to support caregivers.

J. Family Caregiver Support Program (FCSP) Partnership Development

1. The LGOA requires the AAA to coordinate its FCSP activities with appropriate organizations.
2. The AAA 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.

K. Advisory Committee for the Family Caregiver Support Program (FCSP)

The AAA shall maintain a regional caregiver program advisory committee to support ongoing activities and new program development.

1. The advisory committee shall include representatives from community organizations, service provider agencies, contractors, volunteer organizations, and faith-based communities.
2. In addition, the committee members shall include caregivers or former caregivers and at least one grandparent or other older relative caring for a child and, whenever possible, caring for a child with intellectual and/or developmental disabilities.
3. 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.
4. 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 Manager.

L. Family Caregiver Support Program (FCSP) Data Collection, Records, and Record Keeping

The LGOA shall work closely with the AAA 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 service categories;
- contact and intake data; and
- earned service units and people served in each service category.

M. South Carolina State Funds Respite Voucher Program Terms and Conditions

Please refer to LGOA guidelines for disbursement of voucher funds.

N. Alzheimer's Disease and Related Disorders Respite Voucher Program

The Respite Assistance Funds are mandated solely to provide respite care to those with Alzheimer's disease or a related disorder. Up to 10 percent of the allocated funding may be used to defray administrative expenses, including the costs of telephone, postage, and supplies.

Please refer to LGOA guidelines for disbursement of voucher funds.

506: Focal Points, Meal Sites, and Multipurpose Senior Centers

1. Definitions

A. Focal Points

The Older Americans Act (OAA) defines a focal point as a facility established to encourage the maximum collocation and coordination of services for older individuals. **OAA Section 102**

A focal point is 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. All Permanent Improvement Program (PIP) funded Multipurpose Senior Centers shall be focal points of their respective communities.

B. Group Dining Sites

Group dining sites are operated by contracted providers of the Area Agencies on Aging (AAAs) to offer a nutritious meal either through group dining or home-delivered meal services to seniors at the community level. The contractor chooses designated building locations of operations in its communities. The primary purpose of operating a group dining site is to provide a nutritious meal, socialization, and nutrition education. Group dining sites must comply and operate according to the contract requirements set by the AAA and the policies found in section 503 of this Manual.

C. Multipurpose Senior Centers

Multipurpose senior centers are to be the "village square" or "focal point: of their community. The multipurpose senior center should be a resource hub for activity, services, and programs for all active older adults in the community, with a specific focus on improving health and wellness, education, and socialization. Typically, these are community buildings and structures that stand alone and are used primarily as a senior center and host facility for community activities.

These multipurpose senior centers are encouraged to function at National Council on Aging accredited standards. These centers should provide a variety of programs and services throughout the day. A meal may or may not be part of the senior center operation.

Multipurpose senior centers typically offer a wide variety of programs and services including, but not limited to:

- Meal and nutrition programs
- Information and assistance
- Health, fitness, and wellness programs
- Transportation services
- Public benefits counseling
- Employment assistance
- Volunteer and civic engagement opportunities
- Social and recreational activities
- Educational and arts programs
- Intergenerational programs

2. National Senior Center Accreditation

The National Council on Aging (NCOA) and its subsidiary, the National Institute of Senior Centers (NISC) provides accreditation and certification for senior centers meeting their strict requirements. Currently, there are only two senior centers in South Carolina that are nationally certified. The LGOA expects all PIP recipient senior centers to meet national certification requirements and specifications.

NCOA/NISC National certification overview: https://www.ncoa.org/national-institute-of-senior-centers/standards-accreditation/senior-center-self-assessment-guidelines/

3. Permanent Improvement Project Grants (PIP)

Multi-purpose Senior Center Construction, Expansion, and Repair

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 74 specifically identified capital improvement projects.

The original legislation was amended by the General Assembly in 1997 to continue the program beyond the original list. The 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 PIP funds:

1. PIP grant applications shall be accepted and grants shall be awarded by the LGOA through a competitive process when announced by the agency.
2. 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 move-in ready 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.
3. The PIP applicant shall 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).
4. Occasionally, the LGOA may have a special one-time PIP cycle to provide funding for commercial freezers and ovens in order to serve frozen meals. This special one-time funding will be considered a renovation for matching purposes.
5. 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.
6. When a PIP grant application is approved, a Notification of Grant Award (NGA) shall be signed between the LGOA and the AAA. The LGOA shall provide funds to the AAA, and the AAA 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.

Note: In addition to being multi-purpose senior centers, all PIP sites shall be community focal points as defined in section 106 of this Manual.

B. Overview of the Grant Process

1. PIP applicants and AAAs shall 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.
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. Since the PIP Notification of Grant Award (NGA) is between the AAA and the LGOA, and not the PIP applicant/recipient, the AAA is responsible for meeting deadlines established through the PIP application and NGA.

Note: The AAA is responsible for 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 on behalf of the PIP applicant/recipient. The grant period is often different than the budget year. If an extension is necessary, the AAA shall make the request at least 30 days before the grant period ends using the policies and procedures found in this Manual and in the PIP Application. There will be no grant extensions for funding, revenue or budgetary reasons.

C. Protocols for Evaluating PIP Applications and the Awarding of Grants

1. Grant applications are due to the LGOA by February 28 annually.
2. Applications must be approved by the local AAA Director before the LGOA will consider the project.
3. The PIP Coordinator reviews the applications for compliance with application requirements.
4. AIM data is reviewed to determine service performance and actual need in the area served by the senior center.
5. Local visits are scheduled with the LGOA PIP Coordinator and appointed LGOA staff to meet with each applicant and local AAA Directors to discuss applications, finances, project details, and long-term sustainability of the senior center.
6. The PIP Coordinator and appointed LGOA staff will brief the LGOA Director and he will present his recommendations to the Lieutenant Governor for selection.
7. PIP recipients and local AAAs will be notified in writing of the awards.
8. After the recipients are notified, the LGOA will prepare NGAs for the AAAs to sign and execute.

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.

Note: State funds shall have the same service/programmatic requirements stipulated by the LGOA, regardless of funding source, unless otherwise noted by a written Program Instruction.

602: Source of Funds

The Area Agency on Aging (AAA) shall 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) are another source of funding for HCBS. All services provided with state funds, regardless of the source, shall comply with all state program and fiscal requirements.

A. Home and Community-Based Services

State HCBS revenue is appropriated as "Aid to Subdivisions" to the LGOA. It is from this source that funds are awarded to AAAs 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.

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

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. When using Home and Community-Based Funds, no more than 10 percent of units purchased can be used on individuals between ages 55 and 59. If persons age 55 to 59 are served, justification for service must be included in AIM.

Note: When utilizing state funding, persons aged 60 and over should be given priority over those individuals age 55 to 59.

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 that 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 must meet the requirements of Proviso 95.5. Allowable services include:

- group dining;
- home-delivered meals;
- transportation to group dining sites;
- transportation for essential trips;
- home care defined by NAPIS (previously Home Care Level I and II);
- home chore;
- home modification;
- legal assistance; and
- assessments.

Note: Area Agencies on Aging (AAAs) may expend no more than ten percent for administrative services. All state funds appropriated for Home and Community-Based Services are to be allocated to the AAAs based on the methodology of the Intrastate Funding Formula.

Services that may be funded with State Bingo Revenue include:

- home care (defined by NAPIS);
- home modification (minor home repairs); and
- home chore services.

The AAA 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**

   Under Proviso 95.5, State funds appropriated for Home and Community-Based Services (HCBS) shall be used to fund those services that most directly meet the goal of allowing seniors to live independently at home. Allowable services include: group dining, home-delivered meals, transportation to group dining sites, transportation for essential trips, Home Care Level I and II, Home Chore, Home Modification, Legal Assistance, Assessments, and Area Agencies on Aging (AAAs) may expend no more than 10 percent for administrative services. All state funds appropriated for HCBS are to be allocated to the AAAs based on the methodology of the Intrastate Funding Formula. However, up to five percent of the annual state appropriation for HCBS may be retained at the state office to be allocated to the affected regions in cases of a recognized emergency and/or natural disaster. If these funds are not utilized in the fiscal year allocated, they are to be treated as carry forward funds and reallocated to the AAAs. The AAAs are to submit a budget for approval by the Lieutenant Governor's Office on Aging indicating the services to be provided. Any unexpended funds in this program shall be carried forward and used for the same purposes. Funds may not be transferred from the HCBS special line item for any other purpose.

Note: Proviso 95.5 currently references Home Care Level I and II. The levels were eliminated by the LGOA to reflect NAPIS definitions of Homemaker, Chore, and Personal Service.

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 46 counties; and
b. the remaining one-half shall be divided based on the percentage of the county's population aged 60 or above, in relation to the total state population aged 60 or above, using the latest United States Census Bureau information.

The aging service providers receiving these funds shall be agencies recognized by the LGOA and the Area Agencies on Aging (AAAs).

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 OAA. Each Area Agency on Aging (AAA) shall require providers 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 shall require providers of state services to assign those allowable service units to specific individuals. These services complement the other services funded through the LGOA. State funds may not be used to supplant any other funds. If a provider 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 shall be used if that funding is available (not already filled to capacity).

607: Fees for Services Funded Through State Resources

Fees are defined as legal obligations of payments for services provided. All fees collected shall be used for the expansion of state aging services. Policies and procedures in Section 305 of this Manual apply to the state program.

CHAPTER 700: SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

This Chapter of the Manual describes the Senior Community Service Employment Program (SCSEP) and specifies procedures to be followed by applicants who wish to receive employment assistance.

701: Purpose of the Senior Community Service Employment Program SCSEP Program

SCSEP is designed to provide, foster, and promote useful part-time employment opportunities in community service projects for low-income persons who are 55 years of age or older and, to the maximum extent possible, assist and promote the transition of participants 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. 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) Training

Community service projects are required to obtain, and place enrollees in, training 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 Service Employment Program (SCSEP) Slots

The total number of SCSEP slots allocated to South Carolina is determined by the United States Department of Labor (USDOL). The information is then distributed to the 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 South Carolina.

The LGOA will meet together with SCSEP providers to distribute employment slots in an equitable manner throughout South Carolina. The LGOA takes the lead responsibility in this effort and then continues to work with providers 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 participant slots;
- assign "new" slots to underserved 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 for Program Operations

The LGOA competitively procures the SCSEP operations and services in South Carolina. The LGOA is responsible for the performance of the sub-grantee and works closely with them to ensure program performance goals are met and seniors are served.

The sub-grantee shall be required to follow all federal and state regulations and codes, including those of the USDOL and the LGOA. The LGOA Program Manager shall programmatically monitor the compliance of SCSEP providers with LGOA and USDOL policies and procedures. In addition, the LGOA Finance Division shall monitor SCSEP providers through an annual fiscal review and review of all audits submitted.

705: Operational Requirements

The sub-grantee shall operate an approved project in accordance with the general requirements of this Manual, the LGOA 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 shall be used by the providers.

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 of South Carolina;
- 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.**).

Note: The South Carolina Aging Services Policies and Procedures Manual should be used along with the Ombudsman Program's programmatic manual to gain a full understanding of the program's service protocols.

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. 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.

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.

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 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 South Carolina (**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 for Community Living (ACL) 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 to 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 Notification of Grant Awards (NGAs) between the LGOA and the AAAs;
- provide technical assistance for LTCOP and monitor the performance of the Long Term Care Ombudsman (LTCOP);
- ensure that willful interference with Ombudsmen in the performance of their official duties (as defined by the Assistant Secretary of the Administration for Community Living) 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 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) related to the operation of the LTCOP;
- ensuring that backup support is provided to the regional LTCO with an excess of 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 to 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, their family members, or their legal representatives 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 South Carolina;
   - 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) Responsibilities under the Long Term Care Ombudsman Program (LTCOP)**

The Area Agency on Aging (AAA) 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 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 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 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 (OSLTCO) 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 Notification of Grant Award (NGA) between the AAA and the LGOA is terminated by either party;
- request a waiver from the SLTCO if, due to demonstrable and unusual circumstances, the AAA anticipates it will be unable to comply with any of these responsibilities;
- assist its Regional Long Term Care 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;
- screen all candidates prior to employment for possible conflicts of interest and conduct background checks; and
- notify the SLTCO of any conflicts of interest. The AAA will screen for conflicts of interest with the LTCOP, as described in OAA 803(I), annually and as necessary, for its contractors, staff, board members, and organizational interests. The AAA will handle conflicts of interest pursuant to section 803(J) of this Manual.

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 (SLTCOP);
- 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.
- The LTCO shall review any facility resident for conflicts of interest, as described in section 803(I) of this Manual. The LTCO shall handle conflicts of interest pursuant to section 803(J) of this Manual.

E. **Volunteer Friendly Visitor and the Long Term Care Ombudsman (LTCO) Program Responsibilities**

The 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 (RLTCO). These volunteers function under the supervision of the Regional LTCO; however, these volunteers are not certified ombudsmen. Volunteers may perform limited functions as specified by the State Long Term Care Ombudsman (SLTCO). Following screening, training, and testing, the Volunteer Friendly Visitor shall receive orientation to the facility and its procedures prior to making regular contact with the residents by visiting facilities and training with the RLTCO. 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. Volunteer Friendly Visitors are a resource for improving the quality of life for residents, as well as 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 RLTCO;
   - 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 RLTCO; and
   - maintains confidentiality at all times.

2. Training required for Volunteer Friendly Visitors

Training for Volunteer Friendly Visitors (VFV) will be conducted in accordance with the protocols of the VFV training manual and the LTCOP.

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 include 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)**).

G. 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 shall be handled in accordance with the Long Term Care Ombudsman Program Policies and Procedures Manual.

H. **Long Term Care Ombudsman Program (LTCOP) Reporting System**

The LGOA has a statewide uniform reporting system (OMBUD) to collect and analyze information on complaints and conditions in long term care facilities. This data is also used to help identify trends and resolve significant problems occurring in facilities. The data shall be entered on a regular basis, no less than monthly, for review by the State Long Term Care Ombudsman (SLTCO)/designee. This data shall be submitted to the SC Department of Health and Environmental Control (SCDHEC) in accordance with any MOA/MOU, other state and federal agencies as deemed appropriate by the SLTCO, the Assistant Secretary of the Administration for Community Living (ACL), 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 OAA, the ACL, the LGOA, and the office of the SLTCOP.

I. **Conflict of Interest in the Long Term Care Ombudsman Program (LTCOP)**

The organizational placement of the Long Term Care Ombudsman Program (LTCOP) and the individuals who execute the duties of the LTCOP shall 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 Long Term Care Ombudsman Program when other interests intrude upon, interfere with, or threaten to negate the ability of the Regional Ombudsman to advocate without compromise on behalf of long-term care facility residents. Types of conflict of interest include:

1. **Conflicts of loyalty:** incentives, often related to financial or employment considerations that shape one's judgment or behavior in ways that are contrary to the interest of residents.
2. **Conflicts of commitment:** goals or obligations that direct one's time and/or attention away from the interest of the residents.
3. **Conflict of control:** limitations or restrictions that effectively foreclose one's ability to take actions to advocate for the interest of residents **(OAA 712(f)(1-3)).**

Organizational Conflicts

Conflicts arising from organizational location include, but are not limited to Long Term Care Ombudsman Program placement in an agency which:

- has an ownership or investment interest (represented by equity, debt, or other financial relationship) in a long-term care facility or a long-term care service;
- provides long-term care services, including the provision of personnel for long-term care facilities or the operation of programs which control access to or services for long-term care facilities;
- operates programs with responsibilities conflicting with Long Term Care Ombudsman Program responsibilities. Examples of such responsibilities include developing and carrying out care plans and serving as guardian over long-term care residents;
- has governing board members with ownership, investment or employment interest in long-term care facilities; and
- has direct involvement in the licensing or certification of a long-term care facility or long-term care services.

Individual Ombudsman Conflicts

Conflicts for a long-term care ombudsman include, but are not limited to the following as stipulated by the Long Term Care Ombudsman Final Rule:

1. Employment of an individual or a member of his/her immediate family currently or within the previous year by a long-term care facility in the service area or by the owner or operator of any long-term care facility in the service area.
2. Participation in the management of a long-term care facility by an individual or a member of his/her immediate family.
3. Ownership or investment interest (represented by equity, debt, or other financial relationship) in an existing or proposed long-term care facility or long-term care service by an individual or a member of his/her immediate family.
4. Involvement in the licensing or certification of a long-term care facility or provision of a long-term care service by an individual or a member of his/her immediate family.
5. Receipt of remuneration (in cash or in kind) under a compensation arrangement with an owner or operator of a long-term care facility by an individual or a member of his/her immediate family.
6. Accepting any gifts of gratuities from a long-term care facility or resident or resident representative. A Long Term Care Ombudsman should adequately compensate a facility for food provided by the facility with the exception of sample portions of food tested as part of an investigative process.
7. Accepting money or any other consideration from anyone other than the provider agency or other entity designated by the Office of the State Long Term Care Ombudsman for the performance of an act in the regular course of a Long Term Care Ombudsman's duties.

8. Provision of services with conflicting responsibilities while serving as a Long Term Care Ombudsman, such as adult protective services; discharge planning; serving as guardian, agent under power of attorney or other surrogate decision maker for a long-term care resident in the service area; pre-admission screening or case management for long-term care residents.
9. Serving residents of a facility in which an immediate family member resides.

J. **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 LGOA, Area Agency on Aging (AAA), 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 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.

K. **Long Term Care Ombudsman Program (LTCOP) Training**

The Office of the State Long Term Care Ombudsman Program (OSLTCOP) shall provide training for the LTCOs that can be credited towards annual certification during the monthly meeting of the Long Term Care Ombudsmen (LTCO). However, the AAA 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 that can be credited towards Ombudsman Certification.

L. **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 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 30 days to the entity. Any and all appropriated funding shall be pro-rated and all remaining funds shall be returned to the LGOA.

M. **Long Term Care Ombudsman (LTCO) Qualifications**

A certified Long Term Care Ombudsman (LTCO) shall 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 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 LGOA. It shall be reviewed and documented by the State Long Term Care Ombudsman (SLTCO) and the regional Ombudsman that the new Ombudsman has completed the 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 shall also complete any other requirements deemed appropriate by the SLTCO prior to receiving his/her Ombudsman Certification.

N. **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.

O. **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 advocacy, receiving a complaint or conducting an investigation.
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 (OSLTCO).

P. **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 (OSLTCO) 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.

Q. **Retaliation against a Person Cooperating with a Long Term Care Ombudsman (LTCO)**

No person shall discriminate or retaliate in any manner against any resident, any 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.

R. **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 Attorney General's Office for investigation in

accordance with its procedures for complaint investigation; and

- if the South Carolina Attorney General's Office complaint investigation confirms the occurrence of such interference or retaliation, the 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, its staff, or agents:

- the SLTCO shall report such interference or retaliation to the Director of the LGOA; and
- the LGOA Director shall assist the SLTCO in determining appropriate remedies or sanctions and assuring that appropriate sanctions are imposed**.**

S. Retention and Destruction Policy for the State Long Term Care Ombudsman Program

The State Long Term Care Ombudsman sets the criteria for retention and destruction of Ombudsman documents. The policy summarizes the minimum length of time that documents shall be preserved by the Office of the State Long Term Care Ombudsman Program. This includes all types of records, regardless of media or format, including those found in electronic form (including e-mail), audio, video, and hardcopy.

Note: No records can be destroyed while they are subject to audit, litigation, investigation, or where investigation is probable, even if permissible under the requirements below.

Once it is permissible to destroy a document under this policy, note that tangible records containing confidential or personal information (i.e. information not to be disclosed publicly) shall be destroyed by shredding or other means that will render them unreadable.

1. **Purpose of the retention and destruction policy**
   The purpose of the retention and destruction policy is to ensure that necessary records and documents of the Office of the State Long Term Care Ombudsman Program and entities being duly contracted by the Office of the State Long Term Care Ombudsman Program (hereafter, "LTCOP") are adequately protected and maintained and to ensure that records that are no longer needed by LTCOP are discarded at the proper time. Through this policy, employees of the LTCOP shall have an understanding of their obligations in retaining records, electronic documents - including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.
2. **Administration**
   The State Long Term Care Ombudsman (the "Administrator") is the officer in charge of the administration of this policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule when needed to ensure that the policy is in compliance with local, state, and federal laws, and that it includes the appropriate document and record categories for the LTCOP.
3. **Suspension of Record Disposal In Event of Litigation or Claims**
   In the event the LTCOP is served with any subpoena or request for documents or any employee becomes aware of any pending litigation concerning an investigation

conducted by the LTCOP, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

4. **Notification of Record Disposal**
   The Administrator and Records Clerk will receive written notification of the records being destroyed and the manner in which they were destroyed within three business days after completion of the task.
5. **Applicability**
   The retention and destruction policy which has been in effect since February 2014, applies to all physical records generated in the course of LTCOP's operation, including both original documents and reproductions. It also applies to the electronic documents.
6. **Record Retention Schedule**
   The State Long Term Care Ombudsman has approved a Record Retention Schedule that is approved as the initial maintenance, retention, and disposal schedule for physical and electronic records of the LTCOP.

Retention and Destruction Schedule

Administrative	Owner: All	
Document Name	**Document Description**	**Retention Period**
Policy, Standards and Procedure Documents	Policy, Standards, and Procedure Documents	Policy manuals, publications, bulletins and substantive supportive material: Permanent All other records: three years
Publications	Publications	Permanent
ASKUS Email		Retain until Administrative uses ceases
Training and Certification Records	Employee training and certification records	Certification date Permanent; All other training records: one calendar year
Electronic mail		Retain until Administrative uses ceases or one year
Annual Reports		Three years
Investigation	Owner: Ombudsman	
Complaint/Investigation Records	Investigation files	Retain three years after case final action
SLED Intake		Retain hardcopy for one year and electronic copy for three years
Complaint Intake		Retain hardcopy for one year and electronic copy for three years
Medical Records not related to the case findings		Destroy 90 days after final action
Personnel records not related to the case findings		Destroy 90 days after final action
Consultations		Retain until administrative uses ceases or one year
Legal	Owner: Administrative Coordinator	
Subpoena		3 years
FOIA requests		3 years
Correspondence (Legal)		3 years
Conflict of Interest		3 years
Discharge Notices		1 year
Administrative Law Court: Notice of Appeal		1 year

804: Elder Abuse Prevention

Elder Abuse prevention activities in South Carolina were established to protect the health, safety, and well-being of all older adults. The OAA stipulates that the LGOA shall use the allotment for Elder Abuse to carry out programs to educate the public for the prevention, detection, assessment, 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.

The SC Adult Protection Coordinating Council (APCC) was developed to coordinate the planning and implementation efforts of the entities involved in adult protection. As a group, many of the duties of the Council facilitate the attainment of the elder abuse prevention goals

mentioned in the OAA 721(b). The LGOA Director and the State Long Term Care Ombudsman are named in statute as members of the APCC. As members of the Council, the LGOA and the SLTCO work collaboratively with other adult protection agencies and organizations to develop and strengthen programs to combat elder and vulnerable adult abuse. The APCC serves as a statewide network of organizations devoted to the prevention and reduction of abuse, neglect, and exploitation amongst South Carolina's most vulnerable population.

In an effort to continue and increase our efforts of decreasing the incidence of elder abuse, systems shall be developed and sustain 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;
- 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:
    1. supporting and studying 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;
    2. providing training, technical assistance, and other methods of support to groups carrying out multidisciplinary efforts at the state level;
    3. broadening and studying 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
    4. developing best practices, for use in long-term care facilities, which reduce the risk of elder abuse for residents, including the risk of resident-to-resident abuse.
- address underserved populations of older individuals, such as—
    1. older individuals living in rural locations;
    2. older individuals in minority populations; or

3. low-income older individuals (**OAA 721(b)**).

805: Legal Assistance Program Development

The purpose of the Legal Assistance Program is to provide persons age 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 and 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 LGOA requires and shall promote and assist in the development of legal assistance programs for older South Carolinians with the greatest economic or social needs. "Legal Assistance" means legal advice and/or representation and, by South Carolina law, shall 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 guidance 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) shall utilize OAA funds to provide legal assistance to older persons with the greatest economic or social needs. Legal assistance service is a priority under the OAA. The Act requires the LGOA to set a minimum level of expenditure of Title III-B funding on legal assistance services. In the absence of a State Waiver, which can be found on the LGOA web site, each AAA shall expend not less than one percent 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 shall be in addition to any legal assistance already being provided to older persons in the planning and service area. Not only shall reasonable efforts be made to maintain existing levels of legal assistance for older individuals, the AAA shall 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 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 met the objectives.

B. Agreements with Legal Assistance Providers

The Area Agency on Aging (AAA) 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 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 shall 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

Each legal services provider shall:

- ensure that no attorney of the legal assistance provider 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 AAA or its clients;
- ensure that, while employed under this part, no employee and no staff attorney of the provider shall ever directly or indirectly coerce or attempt to coerce, command, or advise an employee of any provider 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, ensuring a client's access to the regulations and guidelines of the OAA; the provider'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;
- 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 and the 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 is an entity other than a Legal Services Corporation subgrantee, that entity shall 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 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 shall adhere to the LGOA's and AAA's reporting schedules.

D. Legal Assistance Case Priorities

A legal services provider under the 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 legal assistance provider 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 minorities, 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 may not require an older person to disclose information about income or resources as a condition for providing legal assistance. A legal services provider 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.

The LGOA and its aging service providers do not means test when conducting assessments. 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 60 years of age or older who are in the greatest social and/or economic 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).

Each client for legal service referral shall be informed that he/she is not legally required to provide income or resource information in order to receive legal assistance. The client shall be asked but not required to provide the following data on the LGOA Assessment/Reassessment Form: county, income, zip code, race and ethnicity, and gender, date of birth, income, English- or Non-English-speaking, and number in household.

Clients who do not wish to provide all of the requested data shall be informed by the entity conducting the assessment that there may be other services available for which the client is eligible and that not providing the additional data may impact his/her ability to receive additional services; however, this does not affect their ability to receive legal services.

Referral to receive legal assistance shall not be delayed pending any assessment or data entry process.

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) to provide services. In addition, CONTRACTEE may also refer to the agency which holds the contract with the VENDOR.

DISCLAIMER
The information contained in this Minimum Meal Bid Specification does not constitute legal advice. The CONTRACTEE should retain legal counsel to draft and review contracts with vendors for compliance with the South Carolina's Aging Network Policies and Procedures and to protect the interests of the CONTRACTEE.

Lieutenant Governor's Office on Aging
Minimum Meal Bid Specifications
Required Information Checklist

Proposers shall thoroughly examine all aspects of this (Invitation to propose / Invitation to bid). All of the supplemental materials identified and requested in this section must be submitted and made a part of the Proposal.

Failure to submit any required information will be grounds for rejection of a Proposal.
Include this checklist.

The Lieutenant Governor's Office on Aging South Carolina Aging Services Policies and Procedures Manual can be found online at http://aging.sc.gov/staff/Pages/default.aspx

_____ Completed Meal Bidding Schedule

_____ Attachment A: Location of VENDOR Food Production Facilities

_____ Attachment B: Meal Cost Analysis Worksheets for included Meal Types

_____ Attachment C: Proposed Route Schedule

_____ Attachment D: Proposed Menus with Nutrition Analysis for each Meal Type

_____ Health Inspection Report (include the most recent inspection report; if the most recent report is for a follow up inspection, include the initial inspection report)

_____ USDA/FDA Certification or written SC DHEC authorization for frozen meal production facility, as needed

_____ Quality Assurance Procedures for all meal types included in contract
- ____ HACCP program summary (personnel, processes, monitoring, frequency, responses to monitoring results)
- ____ Method to ensure meal order accuracy

_____ Description of thermal transport equipment for various meals types

_____ Results of temperature compliance testing that verifies equipment and handling procedures maintain food temperatures at safe levels; date of testing, must be within three years and/or since equipment and/or procedural changes

_____ Example of the daily meal delivery form

_____ Itemized description of meal and beverage service equipment and supplies

_____ Organizational chart with required education and experience by role and staffing levels as described, including person responsible for HACCP

_____ Description of maximum safe meal production load and current production volumes for each production facility involved in this contract

_____ Contingency plans

_____ Insurance coverage

_____ Audited financial statements

MEAL BIDDING SCHEDULE

Region: _____**Date:** _____

MEALS	Quantity Per Year	Cost Per Meal	Cost Per Meal with optional Beverage
REGULAR DAILY PREPARED *Also, Picnic & Deli Meals & Non-perishable Meals used as Emergency Meals*			
REGULAR BREAKFAST			
THERAPEUTIC DAILY PREPARED Specify diet(s), *Picnic & Deli Meals & Non-perishable Meals used as Emergency Meals*			
SHELF STABLE - *Non-perishable Meals used on an on-going basis for Home-Delivered Meals*			
DELI - Those used as a second meal for Home-Delivered Meals			
REGULAR &/or Therapeutic FROZEN * *(Without fresh supplemental foods)*			
REGULAR &/or Therapeutic FROZEN * *(With fresh supplemental foods)*			
REGULAR FROZEN BREAKFAST * *Specify fresh supplemental foods Y or N*			

***** CONTRACTEE must specify when desiring to order by case lot.

NOTE: Using Attachment A, The VENDOR shall provide a breakdown of the cost of group dining meals and home-delivered meals (daily prepared, frozen, and/or shelf-stable) using the forms provided. The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, transportation/delivery, and administration.

SITE LOCATION AND GROUP DINING MEAL TYPE SCHEDULE

REGION: _____ Date: _____

PROVIDER: _____

Average Number of Meals Per Day							
Site & Location	**Regular**	**Therapeutic**	**Deli*/ Picnic**	**Frozen^**	**Frozen w/fresh sup^**	**Shelf Stable**	**Delivery Time**

List Type of Therapeutic Meals Required _____

***** Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.

SITE LOCATION AND HOME-DELIVERED MEAL TYPE SCHEDULE

REGION: _____ Date: _____

PROVIDER: _____

Average Number of Meals Per Day							
Site & Location	**Regular**	**Therapeutic**	**Frozen^**	**Frozen Total Meal Package**	**Deli***	**Shelf Stable**	**Delivery Time**

List Type of Therapeutic Meals Required: _____

***** Deli meals used regularly as a second meal for home delivery. Specify if with fresh supplemental foods.

MINIMUM MEAL BID SPECIFICATIONS
SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

OVERVIEW

The primary purpose of this program is to fulfill the requirements of the Older Americans Act, as Amended in 2016, by providing nutritionally balanced meals to strategically located centers that provide meals and socialization to eligible individuals.

The goal of this bid specification is to identify an appropriate organization to 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 the 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.

All nutrition procurement contracts must include each provision of the LGOA Minimum Meal Bid Specifications, unless the AAA has obtained prior waiver authorization from the LGOA.

I. 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.

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 per requested meal. In addition, the VENDOR shall provide an approximate breakdown of the cost of group dining meals and home-delivered meals (daily, frozen, deli, and/or shelf-stable). The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, equipment, and administration (excluding nutrition education costs, if applicable).

   Note: The Site Location and Meal Type Schedule (completed by the CONTRACTEE) provide information on the location(s) and approximate daily quantities of the types 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 meals and Therapeutic diet (i.e. modified), they shall be bid at the same price. The CONTRACTEE will provide the type of therapeutic diet meals required.

- Non-perishable (shelf-stable) meals for routine home delivery shall be bid at a separate price.
- For frozen meals with fresh supplemental foods, the CONTRACTEE shall request prices for the following categories as indicated on the bidding schedule:
  - Regular only;
  - Regular and Therapeutic 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); and
  - Bid on the basis of ordering the frozen component by complete case lots.

2. The VENDOR shall complete ATTACHMENT A: Location(s) of VENDOR Food Production Facility(s), and delivery vehicle information. A copy of the most recent health department sanitation inspection (initial and follow-up reports) and/or USDA/FDA certification, if applicable shall be provided.
3. The VENDOR shall include the process flow chart for quality assurance procedures and/or the Hazard Analysis Critical Control Point (HACCP) summary for production and handling of all meals types included in the contract. Include the required qualifications of the individuals who have overall responsibility of the food service quality control program.
4. VENDORS shall deliver foods in equipment that is designed to maintain safe food temperatures for allowed holding periods. The VENDOR shall provide a description of the types and sizes of equipment, including brand name and quantity, used to transport daily-prepared, deli, and frozen meals. Recent (within three years or since equipment purchases) documentation of validation that the equipment and handling procedures are adequate to maintain food temperatures in accordance with SCDHEC requirements until portioning and serving time(s) by CONTRACTEE shall be included. See Section I; Temperature Maintenance of Potentially Hazardous Foods.
5. The VENDOR shall provide a packing and delivery schedule that includes the following information by route: total number of stops, length in miles, estimated travel time and delivery times by site, based on the Site Location and Meal Type Schedule. The CONTRACTEE is responsible for ensuring that the delivery schedule is compatible with requirements for food safety and minimizes the amount of time food spends in transit.
6. The VENDOR shall provide completed menu plans, for each meal type requested, written on ATTACHMENT B and/or C: Project Menu Plan. The type of menus required for the bid shall be provided on ATTACHMENT D: REQUESTED VENDOR MENU TYPES. They may be based on sample menus provided by the CONTRACTEE (also ATTACHMENT D: CONTRACTEE Menu Plans). A nutrient analysis for each of the menus shall be submitted with the bid.
7. The VENDOR shall provide an itemized description of beverage and/or serving equipment and utensils, dishware, flatware, beverage cups, napkins, straws and other accessories, and other supplies to be used for packaging home-delivered meals.
8. The VENDOR shall provide a description of the current food management staff and any other staff who will be employed for this contract period. This shall include an organizational chart, job titles, educational and/or experience requirements, and staffing levels for managers, cooks, drivers, dietitian, etc.
9. The VENDOR shall provide information on the current total meal production load and the safe, maximum meal production load for each kitchen facility used to serve the contract. Also, a brief statement that demonstrates the capability, based on past experience, to

provide choice to CONTRACTEE service recipients, and implement the nutritional and logistical aspects applicable to the performance of the contract shall be included. Exceeding the maximum safe meal production load for a kitchen facility is justification for the CONTRACTEE to terminate 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 P, Emergency Procedures in this 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.

II. GENERAL INFORMATION FOR BIDDERS

The SITE LOCATION AND MEAL TYPE SCHEDULE will determine the service area for the bid. Bids shall be submitted on the delivered price per type of meal, with disposables and beverages as applicable, and if requested, with equipment. The bid shall conform to all the descriptions herein, the current LGOA Policy and Procedure Manual and any 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. The CONTRACTEE shall provide the entire geographic region served to all bidders with an indication of any plans to relocate, or add sites during the contract period.

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 AAA shall be kept apprised of all location changes of existing sites.

Other than in emergencies, the VENDOR shall be given a 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, and Chapter 200, Section 206R of this Manual, which outlines holidays, scheduled, emergency, and unscheduled closings.

<u>Description of Meal Type and Service</u>

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 meals. They typically include a hot entrée.
- Frozen Meals: Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered by the VENDOR, usually on a weekly basis, and when needed, should be combined with fresh supplemental foods, to meet nutrient requirements.
- Therapeutic Diet Meals: Therapeutic diets may be variations of the regular diet that are modified in individual nutrients, caloric values, food consistency, flavor, content of specific

foods, or combinations of the preceding. Therapeutic diets should follow guidance from the most current LGOA Policy and Procedure Manual, and be planned in accordance with a recognized diet manual, such as the South Carolina Dietetic Association's Diet Manual for Long Term Care Facilities.

- Shelf-Stable Meals: Shelf-stable meals are composed of foods that have been processed in such a manner as to be free of microorganisms (disease causing and spoilage) capable of growth in the product at non-refrigerated conditions during distribution and storage. The packaging must be easy to open, clearly labeled, and include preparation instructions when needed. Items should be individually labeled with expiration dates. Low sodium products should be used to the maximum extent when building shelf stable meals due to the high sodium content of these types of products. When shelf stable meals are used for a regular basis for home-delivered meals, there shall be a minimum of a two week cycle. The package shall include menus to instruct the consumers how to combine the foods to meet the meal requirements.
- Emergency Meals: Emergency meals are a type of shelf stable meal. Meals intended for use in emergencies need to contain foods suitable for situations where one may not have access to potable water, a means to store uneaten portions of time/temperature control for safety (TCS) foods, a way to cook or heat foods, or a sanitary place for preparations. Emergency meals are exempt from the nutrient requirements for sodium, but must adhere to the federal 1/3 Dietary Reference Intakes (DRI), unless reimbursed using state Home and Community-Based Services (HCBS) funds during an emergency declared by the President of the United States or the Governor of South Carolina.
- 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 CONTRACTEE's current menu 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.
- 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 a temperature no greater than 41^0F as specified by SCDHEC 61-25. Individual components of the meal shall be individually portioned and wrapped. Sample Deli Meal menus may be provided by the CONTRACTEE.
- All meals paid for by Federal or State funds shall be subject to OAA requirements for meals. Exceptions to this are Picnic and Special meals for which the CONTRACTEE secures alternative funding for and specifies this exception, with the date of the event to the VENDOR in writing, at the time the order is placed, or Emergency Meals funded by state HCBS funds during an emergency declared by the President of the United States or the Governor of South Carolina.

  Note: While Emergency Meals funded by state HCBS funds during declared emergencies are exempt from the 1/3 DRI requirement, the LGOA expects every effort be made to follow and to meet the DRI requirements as closely as possible.

Optional Beverage Service with Meals

A CONTRACTEE may ask for a bid with daily beverage included for group dining sites only. If this option is exercised, the VENDOR shall provide urns, sugar, sugar substitute, creamer, six or

eight ounce cups for hot liquids, and stirrers. The VENDOR shall provide a dispenser, ice, unsweetened tea, sugar, sugar substitute, stirrers, and nine or ten ounce 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 the most recent independently audited annual financial statements, giving evidence of financial status and references for verification.

Location of VENDOR and Production Facilities

The bidder shall submit information on food preparation and production facilities using ATTACHMENT A. Information on the number, type and age of delivery vehicles shall be included in this description.

Quality Assurance for Food and Food Preparation and Production

Food Preparation and Safety

All food served shall be wholesome and of good quality. The CONTRACTEE reserves the right to inspect foods and/or purchasing records to determine compliance with the specifications and to reject any food not meeting such specifications.

- Foods shall be prepared in production facilities and use processes and procedures that meet, and/or exceed, 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.
- VENDORS shall provide, on the daily meal delivery form, the times and temperatures of all time/temperature control for safety (TCS) foods. The time shall represent when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source).
- The daily meal delivery form shall have a place for the meal sites to document the time and temperature of TCS foods for up to four monitoring points (arrival, plating of home-delivered, prior to group dining service and an optional point.)
- VENDORS shall have a written protocol to ensure the correct food items and amounts of food items are delivered to sites. The CONTRACTEE shall establish a threshold of errors upon which to measure contract performance.
- CONTRACTEES and the LGOA reserve the right to inspect kitchen facilities at any time. Inspections may include such items as review of quality control and/or HACCP processes and documentation, purchasing records, inventory systems, maintenance schedules of preparation and delivery equipment, staffing levels, training records and/or credentials of staff, and inspection reports.
- 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.
- Violations of providing food at inappropriate temperatures, excessive substitutions, unapproved menu changes, missing food items, and/or insufficient quantities shall be justification for non-payment of the meal component(s) in violation, plus penalties, and/or cancellation of the contract. In the event VENDOR errors, of the types listed above, exceed the tolerances set by the CONTRACTEE, the VENDOR may be required to pay a penalty

equal to 10% of the purchase price of the meal component(s) in violation.

Frozen Meal Requirements when Prepared by the VENDOR

Frozen meals must be produced using blast-chill/blast-freeze technology and equipment and follow a quality assurance or HACCP plan. The processes used shall meet local, state, and federal requirements 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, required education and experience.

These requests should be sent to:

Director
Food Protection Division
Mailing address: 2600 Bull St, Columbia, SC 29201
Physical address: 8500 Farrow Rd.
Columbia, SC 29203
Phone: 803-896-0640, and/or

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

To ensure quality of frozen meals during storage and transportation, the VENDOR shall take any measures necessary to ensure that all meals remain in a solid-frozen state during storage, packing and transport in accordance with USDA and SCDHEC guidelines. The CONTRACTEE, or its authorized designee, is responsible for maintaining the frozen state during transport of home-delivered meals.

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
4. Beef – USDA Choice or better; lean cuts should be selected and cooking methods that promote tenderness used
5. Pork – USDA #1 or better; lean cuts should be selected and cooking methods that promote tenderness used
6. Ground Meats (beef, pork and poultry) shall not exceed 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

The CONTRACTEE reserves the right to modify the above requirements to a more stringent level, in accordance with the LGOA Policy and Procedure Manual, should items meeting the specifications not be acceptable to participants of the program. The CONTRACTEE may not lessen the food quality specified above.

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, that have been accurately identified, 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.

Foods must be selected, stored, and prepared to assure maximum nutritional content. Specific attention should be given to batch cooking and short cooking times, minimizing the use of water in the preparation of vegetables and minimal holding times for foods. When delivered, the food shall be appetizing, attractive in color and texture, lightly seasoned and not greasy. Whenever possible, herbs and spices appropriate to the dish, should be utilized to reduce the amount of sodium added in food preparation. 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 partially hydrogenated fat (trans fatty acids), saturated fat and cholesterol.

III. Menus for Nutrition Services

Cycle Menus

Daily prepared and frozen meals shall have a four-week cycle of menus planned at least quarterly. One or more representatives of the VENDOR (including a Registered Dietitian) and the CONTRACTEE (including a Registered Dietitian) must meet in a mutually agreeable location to review draft menus. At least two weeks prior to the quarterly review meeting, the VENDOR shall submit the draft menus with nutritional analysis to the CONTRACTEE. The menus and nutritional information shall follow the format of Attachment B. The nutrient analysis must conform to the Nutrient Requirements and Values for Analysis chart. Final approval of all menus rests solely with the CONTRACTEE.

Shelf Stable meals used on a regular basis for home-delivered meals shall have a minimum of a two-week menu cycle to insure variety for the client.

In accordance with LGOA Policies and Procedures, Deli meals may be used for selected participants as the second meal of the day, as weekend meals, or in special circumstances. The menu cycle for these meals may be two weeks in length. Meals may not repeat on any consecutive days or on the same day of the week. When used as a second meal of the day, documentation that 2/3 of the daily DRI has been met must be provided per OAA Section 339(2)(i-ii). Meals provided as weekend meals or in special circumstances must either meet nutrient requirements individually or be included in the weekly nutrition analysis.

Special meals and picnic meals shall be planned to meet client preferences. Nutrient analysis for special and picnic meals may be conducted as part of the weekly menu or as stand-alone meals.

The VENDOR shall furnish one copy of the final approved menus, nutrient analysis and the serving utensil guide to the CONTRACTEE 20 days prior to the serving of said menu. The VENDOR shall furnish necessary copies of quarterly menus, the serving utensil guide and post menus at each site two weeks prior to the serving of said menu. The weekly posting menus shall be in large print (no smaller than 14 point).

Changes to the approved menu may be made only with prior approval of the CONTRACTEE. VENDORS should notify the CONTRACTEE as soon as possible when it is identified that a menu item needs to be changed. Foods of similar nutritive value shall be used when making changes. All changes must be reviewed and approved by a registered dietitian (RD), prior to serving. The CONTRACTEE reserves the right to have their RD approve menu changes. After approval from the CONTRACTEE, it shall be the responsibility of the VENDOR to notify serving sites and provide updated, approved menus in advance of serving the menu.

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.

Meal Requirements for Nutrition Services

In accordance with the OAA and LGOA requirements, each meal and all menus must be planned in consultation with a registered dietitian, utilize guidance from the most recent DGA 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. 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. Meals that are not funded by Federal or State funds do not have to meet the requirements. Shelf stable meals for use in emergencies are exempt from the sodium requirements. Additional requirements for modified and therapeutic diet menus are specified in Chapter 503, Section 503L of the LGOA Policy and Procedures Manual.

Nutrient Requirements and Values for Analysis

Nutrient requirements supersede the Meal Pattern. If the nutrient requirements are met, that is sufficient. The Meal Pattern is meant as a planning guide to ensure nutrient requirements are met.

The values represent one-third of the Dietary Reference Intake, where established, for individuals greater than 70 years. Where there is a difference by sex, the higher value was used.

These nutrient values should be used to evaluate and prove menu compliance via nutrient analysis.

The guidelines for acceptable nutrient levels apply to all meals paid for by Federal and State funds unless explicitly exempt in this document.

Nutrient Requirements and Values for Analysis

All meals served using OAA or state funding must meet the nutrient requirements and values of the federal Dietary Reference Intakes (DRI) and the Dietary Guidelines for Americans (DGAs). It is the responsibility of the AAA, its contracted provider and caterer to ensure that current nutrient target values are met.

Important Nutritional Guidelines Links
https://www.acl.gov/programs/health-wellness/nutrition-services
https://health.gov/dietaryguidelines/2015/guidelines/
https://www.nal.usda.gov/fnic/dietary-reference-intakes

Note: The services of a registered dietitian shall be utilized to ensure compliance with the DRI. (Emergency meals are required to meet 1/3 DRI, excluding the sodium requirement and any exclusions noted for HCBS funds during declared emergencies.)

No individual meal should be less than 600 calories. (The increased Potassium requirement is waved until July 1, 2019, but meal contractors must meet the required DRI value.)

To increase menu variety, slight increases in the one-third (1/3) DRI minimums for fat and sodium may occur twice per menu cycle. The daily values for sodium must not exceed 2300 milligrams and fat shall not exceed 35%.

The CONTRACTEE shall inform the bidders of the nutrient analysis needs in accordance with OAA Section 339(2)(A)(ii) for nutrient analysis of more than one meal per day. Meals provided as weekend meals must either be included in the weekly analysis or meet standards on an individual basis.

Note 1: Fortified foods may be used to meet certain vitamin requirements. The major portion of Vitamin A should be from vegetable (carotenoid) sources.
Note 2: Frozen meals that do not comply with the nutrient requirements must be supplemented with additional foods and have a nutrient analysis that includes the additional foods. Additional food selection should follow the current DGA recommendations to compliment the meal.

Food Groups and Meal Pattern for Nutrition Services

The meal pattern below provides approximately 685 calories per meal and is provided as a menu planning tool. The number of servings for each food group is based on the Dietary Reference Intakes and Dietary Guidelines in Older Americans Act Nutrition Program: An Issue Panel Report, with guidance from the Dietary Guidelines for Americans (DGA) 2015. The serving pattern illustrates the food groups and number of servings generally required to meet the OAA nutrient requirements.

Food Group	Servings per Meal	Recommendations and Notes
Fruit	1 serving (1/2 cup or equivalent measure)	Serve whole or cut fruit more often than juice to increase fiber.
Vegetable 1 fruit may be substituted for 1 veg	2 servings (1/2 cup cooked, 1 cup raw or equivalent measures)	At least 1 dark green leafy, 1 dark orange and 1 serving beans and peas* every week.
Grains	2 servings 1 ounce [oz.] bread or roll, ½ cup pasta, rice	Whole grains are recommended for at least half of the grain servings.
Protein - Meat, Fish, Cheese, Eggs and Beans* Alternative proteins may be used in combination	1 serving of 3 oz. meat or meat equivalent. 1 oz. meat equivalent = 1 egg, 1 oz. cheese, ½ cup beans, 1 Tbsp. peanut butter, 1/3 cup cottage cheese.	Lean protein sources should be emphasized. *Beans and peas may be used as a protein source but may not count as both a protein and a vegetable in the same meal.
Milk	1 serving (8 oz. fluid milk, 8 oz. yogurt)	Pudding and other foods made with milk should be considered for the proportionate amount of milk used in their preparation.
Dessert (optional)		Should come from existing food groups such as fruit, grain, and milk groups.
Accompaniments**	1-2 servings	See accompaniments under Section E below.
Beverages		Water, Tea, Coffee in addition to those listed in other food groups

*** Green beans and green peas are counted as a vegetable only.**
****Accompaniments include margarine, mayonnaise, condiments, sauces, and spreads to compliment the meal.**

Food Group Components and Serving Sizes

The number of servings in the chart above reflect an appropriate distribution of foods for the day, particularly for lunch and dinner meals. Servings from a food group may be combined as one large serving. For example, 2 servings from the bread or bread alternate group may be provided as two slices of bread for a sandwich or one cup of pasta or rice. They could also be provided as ½ cup pasta and one slice of bread.

The VENDOR shall adhere to the most recently published USDA DGA for general direction on food group components, including foods that should be emphasized and foods that should be limited. 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 and/or condiments are served, nutrient analysis should show that the distribution of fat, calories and carbohydrates remains 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. However, every effort should be made to eliminate or limit foods containing trans-fatty acids from partially hydrogenated oils.
- 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 and high fat items.

Beverages

- Dehydration is a common problem in older adults. Therefore, at a minimum, drinking water should be available with all meals. Beverages, in accordance with the Optional Beverage Service with Meals clause, may be provided.
- Milk is not a required beverage as long as calcium requirements are met.
- Other beverages, such as 100% fruit juices, may be served occasionally, as long as nutrient targets are met. Low nutritive value beverages that provide excess calories, such as fruit flavored beverages and sweetened drink mixes, should be avoided.
- Non-nutritive beverages (i.e. sugar-free drinks) do not help meet nutrition requirements but can help with hydration.

Resources to Identify Foods High In Specific Nutrients

Foods considered good sources of specific nutrients should be utilized in selecting menu items and menu substitutions to meet nutrient requirements. The VENDOR shall have the capability to identify and include food sources that meet the needs of the population served. Any menu changes and last minute food substitutions must be foods of similar nutritive value and follow the approval process of making such menu changes and substitutions as outlined by the CONTRACTEE in this meal bid document.

Minimal resources include:

The DGA: https://health.gov/dietaryguidelines/2015/guidelines/

The USDA general resource on vitamins and minerals:
http://fnic.nal.usda.gov/food-composition/vitamins-and-minerals

The USDA's National Nutrient Database, Nutrient List:
http://ndb.nal.usda.gov/ndb/nutrients/index

Additional resources from the National Policy and Resource Center on Nutrition and Aging are available online at http://nutritionandaging.org/

CONTRACTEE Menu Changes, Substitutions, Shortages and Replacements
All changes to the menu (after it has been approved) and any menu substitutions should meet food specifications, be of equivalent nutritional value and must be made in consultation with a registered dietitian. Menu changes must be pre-approved by the CONTRACTEE in accordance with these meal bid specifications. The CONTRACTEE may provide the VENDOR with a list of approved food substitutions.

Menu substitutions, due to last minute supplier shortages or production issues by the VENDOR, shall be limited to six per year. The VENDOR shall notify the CONTRACTEE and all meal sites as soon as possible, related to any substitutions. The VENDOR shall maintain documentation of all menu substitutions with the reason the substitution was necessary, the replacement food and date served.

Changes to the menu, during the cycle period, may be made by the VENDOR with the prior approval of the AAA. Notice of the change, with the reason, the food being removed, and food being added, must be given in advance to the CONTRACTEE for approval. The changes must be of similar nutritional value and approved by a registered dietitian before serving. After approval, a revised master menu and the menus for posting (in 14 point font) shall be submitted to the CONTRACTEE and meal sites, respectively. The CONTRACTEE shall state the process for VENDORs to submit menu changes for approval.

In the event the VENDOR makes additional food substitutions, unapproved menu changes and/or other violations as listed on page 5, the CONTRACTEE shall not be responsible for payment for the menu items and penalties may be assessed in accordance with page 5 of this document. Both parties shall retain records of food outages, substitutions and other delivery errors. Information will be used in the performance evaluation at review meetings.

Likewise, any omitted (i.e. not delivered) or insufficient quantity menu items, shall not be honored by the CONTRACTEE; the cost of said items shall be deducted from the bill as a portion of the total menu cost.

The VENDOR shall provide reimbursement to the CONTRACTEE or CONTRACTEE'S representative, within one week, for any out of pocket expenses incurred for replacement food 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. In the event VENDOR errors of the types listed above, exceed the tolerances set by the CONTRACTEE, the VENDOR may be required to pay a penalty equal to 10% of the purchase price of the meal component in violation.

The CONTRACTEE is responsible for ensuring any foods purchased by their authorized representative to replace omitted or insufficient quantity foods, are those of similar nutritive value and that the portion size is sufficient.

IV. VENDOR's General Requirements

All equipment and vehicles used in the preparation, transportation, service and delivery of food must have records of appropriate maintenance, 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 retain maintenance records on all equipment owned by the VENDOR to ensure the equipment is in good working order.

<u>Temperature Maintenance of Potentially Hazardous Foods</u>

*The term Time/Temperature Control for Safety (TCS) food has replaced Potentially Hazardous Foods in the DHEC 61-25 foodservice operation regulations.

TCS foods are those foods that require time and/or temperature control to limit pathogenic microorganism growth or toxin formation. TCS foods include: poultry, meat, meat products, fish, shellfish, eggs, milk and milk products, high protein foods, low acid foods, puddings, gravies and sauces, custards, tofu, cooked plant foods (potatoes, beans, rice, vegetables, fruits, oatmeal, pasta, etc.), salads (such as tuna, chicken, potato, and macaroni) cantaloupe, cut tomatoes, cut leafy greens (tossed salad) and raw seeds sprouts. Due to the fact that a population highly susceptible to food borne illness is served in the execution of this contract, time alone may not be used as a control factor.

TCS food requiring refrigeration after preparation shall be cooled to and maintained at, an internal temperature of 41^0 Fahrenheit (F) or less, using processes that meet current state regulations set by SCDHEC and any guidance issued by the U.S. Department of Agriculture (USDA).

TCS food shall be packaged and transported in closed thermal containers and enclosed vehicles in a manner that will maintain required temperatures according to regulations set by the SCDHEC. The current required minimum holding temperature for heated food is 135^0 F and 41^0 F for cold foods. After removal from electric or gas powered temperature control, foods shall be held at proper temperatures for no more than four hours before serving.

The VENDOR shall keep daily records on the time and temperature of all potentially hazardous foods at required times and provide these records upon request. The time and temperature when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source) shall be reported to each meal site via the meal voucher on a daily basis. These records shall be kept for a period of three years. The CONTRACTEE is responsible for ensuring the entire length of time food is held above does not exceed four hours.

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 temperature requirements.

In addition to the above requirements for transporting the food, the VENDOR shall provide support and equipment, as requested and negotiated, necessary for maintaining safe temperatures during the entire holding time for foods (until served or packed for delivery to the client**).**

<u>Equipment for Daily-Prepared and Picnic Meals</u>

The VENDOR shall be responsible for providing service equipment as specified by the CONTRACTEE. The VENDOR shall provide, with the daily food delivery, clean and sanitized serving utensils that are appropriate to provide the correct amounts of foods in accordance with the nutrient analysis. These utensils will be listed on the Menu Portioning Guide that accompanies the menu.

The VENDOR shall provide at least one, properly calibrated dial or digital style thermometer to each site. CONTRACTEES should be given written instructions on re-calibrating the thermometers to ensure the accuracy of each. The VENDOR shall ensure that meal sites have working thermometers for all meals for which food is provided and that the thermometers are labeled for easy identification.

When the beverage option is selected, 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. The

VENDOR shall provide written instructions for proper operation and cleaning of beverage equipment. Staff at the meal site will be responsible for proper operation and cleaning of coffee makers and tea urns.

Supplies such as disposables, gloves and other equipment outlined under Required Bid Content Between Contractee and Vendor on Page 2, as appropriate to the needs of each meal site may also be included.

VENDOR's Equipment for Frozen Meals

Frozen meals must be stored at zero 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.

VENDOR'S Equipment for Non-Perishable Meals

Non-perishable and Emergency Meal components shall be stored in a dry, 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).

VENDOR Delivery of 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. Foods for group dining and home-delivered meals shall be packed together when the combined amount is less than 30 meals per day and when it benefits compliance with food safety temperature requirements. 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/or 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.

The VENDOR shall be flexible regarding the number of daily meals. A combined average volume (group dining and home-delivered meals) of 25 meals per meal site is the minimum volume for maintaining safe temperatures. For daily-prepared meals, the CONTRACTEE and its authorized designees shall notify the VENDOR, each serving day, using a mutually agreed upon time and method, to order 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 and within the allowed time limits for serving safe food.

The VENDOR shall not deliver meals before arrival of staff at a meal site without a written agreement from the CONTRACTEE and/or an authorized designee.

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. It is at this point that the site personnel should be verifying and documenting the temperature of food delivered. 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 three years in the event the AAA or LGOA requests to review them.

VENDOR and CONTRACTEE Supply Responsibilities

The VENDOR is responsible for supplying daily prepared foods in thermal delivery containers that minimize the change in food temperatures. With the daily delivery appropriately-sized, clean and sanitized serving utensils should be provided. The VENDOR should have a method to ensure a working food thermometer is available for all days of service.

The CONTRACTEE's authorized designees are responsible for: rinsing/removing food debris from equipment (utensils and serving pans); wiping any spills from thermal delivery containers; placing the rinsed and dry equipment into the delivery units and having it ready for pick up at the next delivery. The CONTRACTEE's authorized designees are responsible for taking inventory and requisitioning supplies from the VENDOR in a timely manner that ensures a perpetual inventory. The CONTRACTEE's authorized designees are responsible for monitoring the operation of the supplied food thermometer and making timely requests for replacement when required.

Both the VENDOR and CONTRACTEE shall rotate inventory of any edible supplies to ensure freshness.

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 the Area Agency on Aging. 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 that plans menus, standardizes recipes and ensures the integrity of the menus and nutrient analysis shall be available to the CONTRACTEE and all sites served under the contract for technical assistance related to the implementation of the contract. 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. 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 annually to provide training in portion control, food safety, proper care and cleaning of equipment and other related issues to meal site managers and staff. 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 weeks of completion of all visits and trainings conducted. The CONTRACTEE shall keep these reports on file to provide upon request.

VENDOR and CONTRACTEE Emergency Procedures

The VENDOR shall provide a copy of its emergency procedures for delivering food in the case of truck or equipment breakdown.

A one day supply of non-perishable meals must be kept in inventory at each production site in case of equipment breakdown or other unavoidable emergency.

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 and Chapter 200, Section 206(R) of the South Carolina Aging Services 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 that day's menu shall be substituted for the following day's menu if applicable.

If a delivery truck has 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 current telephone numbers for emergency use only. In the case of a 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.

VENDOR Minimum Insurance Coverage

The SUBGRANTEES of the Lieutenant Governor's Office on Aging (LGOA), known as the Area Agency on Aging (AAA), 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 to ensure that CONTRACTEEs only obtain services from VENDORS that have at least the minimum insurance coverage as determined by the AAAs 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.

The awarded VENDOR shall furnish to the CONTRACTEE, within 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.

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 upon request. Working through the AAA, 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 an agreed upon time of invoice receipt. Both the

CONTRACTEE and VENDOR are responsible for mutual agreement and documentation on numbers of meals ordered and delivered on a monthly basis for reporting/billing purposes.

V. VENDOR Program Assurances

The VENDOR shall guarantee that the meals conform to the requirements of the contract, the Older Americans Act (OAA), SC DHEC Regulation 61-25, the most recent DGA-DRI and the nutrition policies of the Lieutenant Governor's Office on Aging (LGOA). Each menu shall be reviewed, approved and signed by a registered dietitian. Copies of the signed and approved menus, with a record of menu changes and substitutions, must be retained by the VENDOR and made available to the CONTRACTEE, AAA, and/or LGOA upon request.

The VENDOR shall allow representatives of the Administration for Community Living (ACL), United States Department of Agriculture (USDA), Lieutenant Governor's Office on Aging (LGOA) and CONTRACTEE to conduct on-site review of the VENDOR's Production Center(s) without prior notice.

The VENDOR must meet, as appropriate, with the CONTRACTEE'S manager, site managers and site committees to make adjustments in the meal service to meet religious, ethnic, cultural, or regional dietary requirements or preferences. On a quarterly, or other mutually agreed upon basis, the CONTRACTEE and VENDOR shall meet to discuss contract performance for the past period with the purpose of discussing and identifying solutions to any issue related to the implementation of this contract.

The VENDOR shall keep full and accurate sales and procurement records related to purchases and sales covered by the contract. All such accounting and menu records shall be kept on file for a minimum of three years after the end of the federal fiscal year to which the records pertain or any other time period which the CONTRACTEE may designate from time to time. The VENDOR shall agree that authorized auditors and officials, upon request, shall have access to all such records for audits and reviews at a reasonable time and place. The authorized officials shall have the right to conduct on-site reviews of the food handling service, transportation and 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 and abide 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, without prior notice and communication, the VENDOR fails to deliver scheduled meals for a three 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 and LGOA 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 financial and menu documents pertaining to this contract for three years.

VI. General Conditions and Compliances for VENDORS
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 with Disabilities Act, and the United States Department of Labor (USDOL) Employment Standards Administration.

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.

Termination of VENDOR

Subject to the provisions below, the CONTRACTEE may terminate the contract for any reason, provided a 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 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 the part of the VENDOR shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The 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 immediately upon termination of contract.

VII. Contract Period between VENDOR and CONTRACTEE

The contract shall run from July 1, ___ through June 30, ____, with the option of being renewed on an annual basis, not to exceed four 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:	
OFFICE ADDRESS:	
PHONE:	
CONTACT:	

	LIST OF PRODUCTION FACILITIES	***DATE OF MOST RECENT INSPECTION**	**GRADE**
1.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		
2.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		
3.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		

*Copies of most recent sanitation inspection (and/or USDA/FDA certification, if applicable) for each production facility must be attached. If the most recent inspection was a follow-up inspection, the initial inspection that required the follow-up inspection must be provided.

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
Meal Cost Analysis Worksheet for Hot, Deli and Picnic Meals

On the worksheet below, provide the **percentage** breakdown of the meal components listed.

FROZEN MEALS

Meal Cost Component	**Percent of Total**
1. Raw Food Cost	_____
2. Disposable Meal supplies (serve-ware, cutlery, napkins, glassware)	_____
3. Beverage Service	_____
4. Labor	_____
5. Equipment (thermal transport)	_____
6. Transportation/Delivery - Labor	_____
7. Transportation/Delivery – Equipment	_____
8. Administrative Expense	_____
9. Nutrition Education (if included in contract)	_____
TOTAL (should equal 100%)	_____

ATTACHMENT B
Meal Cost Analysis Worksheet for Frozen & Shelf Stable Meals

On the worksheet below, provide the **percentage** breakdown of the meal components listed.

FROZEN MEALS

Meal Cost Component	**Percent of Total**
1.Raw Food Cost (**frozen**)	_____
2.Raw Food Cost (fresh supplemental foods as applicable)	_____
3.Labor	_____
4.Equipment (thermal transport)	_____
5.Transportation/Delivery - Labor	_____
6.Transportation/Delivery – Equipment	_____
7.Administrative expense	_____
8.Nutrition education (if included in contract)	_____
TOTAL (should equal 100%)	_____

SHELF STABLE MEALS

Meal Cost Component	**Percent of Total**
1. Raw Food Cost **(shelf stable)**	____
2. Raw Food Cost (fresh supplemental foods as applicable)	____
3. Labor	____
4. Equipment	____
5. Transportation/Delivery – Labor	____
6. Transportation/Delivery – Equipment	____
7. Administrative expense	____
8. Nutrition education (if included in contract)	____
TOTAL (should equal 100%)	____

ATTACHMENT C
VENDOR PROPOSED ROUTE SCHEDULE

Date: _____

Name of Route: _____ Is this a Contract Dedicated Route? Yes/No

Total Number of Stops on Route: _____ Number of Non-contract Stops: _____

Use one page per route. Add pages as needed. Indicate non-contract stops using "Stop 1", "Stop 2", etc.

Do not complete travel time and delivery window for non-contract stops.

Estimated Route Start Time:

Sites Names in Delivery Order	Estimated Travel Time*	Window for Delivery Time

TOTAL ESTIMATED AMOUNT OF TIME FOR ROUTE: _____

*** Estimated travel time includes period from start time and all stops prior to the delivery of any particular meal site.**

ATTACHMENT D
PROJECT MENU PLAN FOR LUNCH/DINNER
WEEK #: _____

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Month, Date					
Meat or alternate					
Vegetables					
Fruits					
Bread or alternates					
Milk or alternate					
Dessert (optional)					
Accompaniments (as needed)					
Beverage (optional)					
Analysis Weekly Avg.	Nutrient Analysis Daily Values				
Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12_____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12_____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber____ Vit C_____ Carbs_____ Vit B12___ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____

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 *DGA-DRI*.

_____ _____

VENDOR Dietitian/Nutritionist AND Registration Number / SC License Number

ATTACHMENT D
PROJECT MENU PLAN for Breakfast
WEEK #: _____

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Month, Date					
Meat or alternate					
Vegetables					
Fruits					
Bread or alternates					
Milk or alternate					
Accompaniments					
Beverage (optional)					
Analysis Weekly Avg.	Nutrient Analysis Daily Values				
Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12_____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12_____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal_____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12____ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____	Kcal____ Pro_____ Fat _____ Fiber_____ Vit C_____ Carbs_____ Vit B12___ Vit A_____ Vit B6_____ Ca_____ Mg_____ Zn_____ Na_____ K _____

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 *DGA-DRI*.

_____ _____

VENDOR Dietitian/Nutritionist AND Registration Number / SC License Number

ATTACHMENT E
REQUESTED VENDOR MENU TYPES

Note to VENDOR: Menu plans must be developed for the following menu types as checked:

- ❑ Regular main meal menus for July, August, and September (four week cycle, 20 menus)
- ❑ Modified main meal menus for July, August, and September (four 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 (four week cycle, 20 menus)
- ❑ Frozen regular and modified main meal menus with fresh supplemental foods for July, August, and September, if a CONTRACTEE requests a bid for these frozen meals (four week cycle, 20 menus)
- ❑ A two-week set of non-perishable, shelf-stable meal menus (10 menus)
- ❑ Non-perishable, Emergency Meals (three menus)
- ❑ Picnic Meals, Special Meals and Holiday Meals (two menus for each type)
- ❑ Deli Meals for July, August, and September to include two meals for week-end days (18 menus total)
- ❑ Breakfast menus (two weeks or 10 menus)

NOTE: Picnic, Deli and Special meals must meet the Older Americans Act nutrient requirements as outlined in the LGOA Policies and Procedures Manual and the nutrient guidelines specified in this document.

SAMPLE CONTRACTEE MENUS

Note to VENDOR: Sample menus (for those menu types checked) are provided for reference.

- ❑ Regular main meal
- ❑ Modified main meal
- ❑ Frozen regular and modified main meal
- ❑ Non-perishable shelf-stable meal
- ❑ Non-perishable emergency
- ❑ Picnic meal, special meal, and holiday meal
- ❑ Deli
- ❑ Breakfast