



May 12, 2021

Dear Community Partner:

Springwell, the Area Agency on Aging for Belmont, Brookline, Needham, Newton, Waltham, Watertown, Wellesley and Weston, invites you to **submit a proposal for funding** under Title III-B or Title III-D of the Older Americans Act.

Title III awards will be made for federal fiscal year 2022 (October 1, 2021 to September 30, 2022). Award contracts are renewable for one additional year, contingent upon satisfactory program performance and availability of federal funding. Approximate Title III-B and Title III-D funds available: \$190,000

Enclosed is the Request for Proposals (RFP) information package that includes: the letter of intent, the guidelines for distribution of funds, award information and requirements, and instructions for completing the proposal. A Letter of Intent must be received by Springwell no later than June 1, 2021 by 5pm (electronic or hard copy). Completed proposals must be received by June 11, 2021 by 5pm (hard copy only).

Springwell invites all prospective grantees to email technical assistance questions to Donlyn C. Cannella, Associated Director of Community Services, at dcannella@springwell.com, by May 18, 2021. This is not mandatory. All Q&A/technical assistance will be posted at www.springwell.com by May 25, 2021. All RFP materials will also be posted at www.springwell.com.

Thank you for your interest. We look forward to receiving your proposal.

Sincerely,

Trish Smith
Chief Executive Officer

Guidelines for Distribution of Title III Funds

Letter of Intent due June 1, 2021 by 5pm by (electronic or hard copy)

Proposal due June 11, 2021, by 5pm (hard copy only)

Approximate available funds in total for distribution:

Title III-B and Title III-D: \$190,000

Proposals must be complete and submitted on time to be considered for funding.

How Priorities for Funding are Established:

The priorities for funding are based on the requirements of the Older Americans Act, the results of local and state community needs assessments, and the locally developed Area Plan on Aging. The goal is the further development of a comprehensive and coordinated community-based system of health and social services for people age 60 and older, which enables them to live independently in their own homes and communities for as long as possible.

Older Americans Act “Priority Populations”

Services provided with Older Americans Act funds must give priority to elders with the greatest economic need, (“need resulting from an income level at or below the poverty level”) and the greatest social need, (“need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural, social, or geographic isolation, living alone, and minority racial or ethnic status”). See the Reference Section of this RFP for more detailed definitions.

Springwell’s Local Priorities

Below are the local priorities Springwell is seeking to fund under Title III-B and Title III-D.

Due to budgetary limitations, Springwell is not obligated to award proposals in every identified priority area or to approve a proposal because it targets a priority area or population.

For Federal Fiscal Year 2022, Springwell is seeking to fund the following types of proposals for these approximate funding amounts:

# of Projects	Type of Project	Proposed Funding
1	Legal services for elders throughout the service area (providing advice and full representation on a broad number of issues, including eviction, credit/debt issues)	\$ 50,000.00
1	Access Services in order to expand upon transportation offerings to provide handicapped- accessible transportation for elders throughout the service area	\$ 50,000.00
1	Evidence Based Programs to empower seniors with information tools for healthy aging, falls prevention and/or self-care strategies for caregivers.	\$ 40,000.00
2	Outreach programs for elders with limited English proficiency to increase awareness of and/or access to public benefits and/or community-based services	\$ 16,500.00
1	Programs for LGBTQ+ elders to provide information, resources and supports	\$ 8,500.00
1	Learning and development to provide educational programs for the utilization of digital technology	\$ 10,000.00
1	Home-based Mental Health services for elders throughout the service area	\$ 15,000.00
	Total III-B:	\$ 150,000.00
	Total III-D:	\$ 40,000.00

Allocation Information

A committee, comprised of the Area Agency on Aging (AAA) Advisory Council and/or Board members, and staffed by Springwell, will review the proposals. The Review Committee will make funding recommendations to the full AAA Advisory Council and the Springwell Board of Directors.

The Board of Directors votes to accept, reject, or change the recommendations. The decision of the Board is final, although applicants do have an appeal process if they feel the Board’s decision was arbitrary or capricious. Letters announcing

the decisions will be sent out to all applicants via certified mail within ten business days of the Board's decision. Appeal rights will be included.

Springwell reserves the right to reject or amend any and all proposals received in response to this RFP, or to negotiate separately in any manner necessary to best serve the interests of elders in our service area.

The following factors, listed here in no particular order, will be considered in rating the proposals:

- potential for sustaining the project without Title III funds
- number of years program has already received Title III funding
- ability to reach priority populations and meet local priorities
- ability to achieve the goals and objectives by the end of the grant cycle
- project meets a demonstrated need, and does not duplicate existing services
- creation of a new program / seed project
- cost-effectiveness of proposed project
- evidence of collaboration with other agencies, especially with the local Councils on Aging
- demonstrated ability to successfully implement innovative programs
- overall quality of the proposal
- ability of the project to be easily replicated by other agencies/communities
- ability to serve all eight towns in the Springwell area
- total pool of proposals received.

Please note: You may be contacted by phone or email for clarification on any element of your proposal sometime during the weeks of June 15–29, 2021. Be sure your listed “RFP contact person” will be available or will have another designated person available during that week to answer any questions the Springwell Review Team may have.

Award Information and Requirements

- Applicants must be registered to do business with the Secretary of the Commonwealth of Massachusetts.
- All applicants are required to establish that they can provide matching funds that **total at least 15%** of the total Title III award. The 15% matching funds may consist of in-kind contributions (not paid for with federal funds) or non-federal funds.
- Upon notification of funding, Springwell may require revision of the grantee's proposed project budget and goals, in accordance with the project's funding level.

All Service Agreements will be sent out after notification of funding awards and must be signed and returned to Springwell on or before September 30, 2021. Springwell may attach conditions or provisions to Service Agreements as needed, to best serve the interests of elders in our service area.

- The proposal, including the goals, objectives and budget, will be incorporated into the Service Agreement and serve as a basis for grant monitoring and evaluation for all grantees. Any significant change in goals, objectives, or budget during the grant year must have prior approval from Springwell.
- **Awards will be made for federal fiscal year 2022 (October 1, 2021 to September 30, 2022).** Funding may be renewable for one additional year (FFY2023: October 1, 2022– September 30, 2023) contingent upon confirmation of available Title III-B and Title III-D funds, satisfactory performance and monitoring results, and determination by Springwell of continued need for the project.
- All grantees will be required to submit a copy of their **Certificate of Insurance**, listing Springwell as an additional insured and a Certificate Holder,

and showing the limits of the insurance, **by September 30, 2021**. Funding will not be released if the Certificate of Insurance is not received by the deadline in the manner required.

- All grantees must comply with all requirements associated with the receipt of federal funding including, but not limited to, being fully handicap accessible, and completing C.O.R.I. (Criminal Offender Record Information) checks and Office of the Inspector General (OIG) checks on all staff and volunteers working on the project who will have direct or indirect contact with elders, or access to consumer files. Please note that OIG checks need to be completed in the LEIE (List of Excluded Individuals & Entities) database, on an annual basis, using the following link: <https://exclusions.oig.hhs.gov/Default.aspx>
- All grantees will be required to submit to Springwell monthly program and fiscal reports within 10 business days after the end of the month for which the reports are made. These reports will also serve as a basis for grant monitoring and evaluation. These reports can be submitted via email.
- Grant funds are disbursed on a cost reimbursement basis. The grantee incurs the expenses and receives reimbursement only upon submission of the required reports. Reimbursement requests must be based on the approved grant budget.
- All grantees are required to develop and use a formal mechanism for gathering and incorporating consumer opinion on, and satisfaction with, the services supported with Title III funding. *This must be done at least once per year*. A copy of the survey tool and a summary of the consumers' responses must be submitted to Springwell no later than July 1st of each grant year. Results will be considered during the monitoring process and when considering renewal for year two of the grant cycle.
- All grantees must give consumers the opportunity to make voluntary, confidential donations to the Title III funded service. Donations must be spent on the funded project and during the fiscal year in which they are collected.

All donations received by the Title III funded program must be reported monthly to Springwell. The privacy of the consumer, with respect to his/her contribution, must be protected. **The donation policy must be in writing and a copy must be submitted to Springwell no later than September 30, 2021.** Funding will not be released if the donation policy is not received by the deadline. Compliance and success soliciting donations will be taken into account during the annual program review and when considering renewal for year two of the grant cycle. **Projects receiving Title III funding are expressly prohibited from charging any form of mandatory fee to access the Title III funded project.**

- Organizations that require seniors to pay a membership fee in order to access the Title III-funded project **are not eligible** to apply as Title III regulations prohibit any mandatory fees in order for the older adult to access the Title III funded service.
- Grantees are subject to at least one on-site annual program and fiscal review, which examines compliance with the various requirements in the contract and the agreed upon outcomes, and budget. Springwell conducts two on-site reviews per year for new projects, for agencies that have never previously received Title III funding, and/or for grantees failing to comply with the funding requirements.
- Title III funded projects can only be used to serve persons age 60 and over who live in Springwell's service area: Belmont, Brookline, Needham, Newton, Waltham, Watertown, Wellesley and Weston.
- **If federal funding is cut or eliminated after Springwell has awarded funds,** the contracts will be modified accordingly with a contract amendment or rendered void. **Springwell reserves the right to amend or void contracts as needed** to best serve the interests of elders in our service area. In the case of an increase of federal monies awarded to Springwell, another RFP process may be conducted at Springwell's discretion.

Instructions for Completing the Proposal

- I. **Submit the Letter of Intent (Form A) – Must be received by June 1, 2021, 5pm. (electronic or hard copy)**
 - 1) Download from www.springwell.com
 - 2) Only one copy of the Letter of Intent (LOI) is required.
 - 3) It does not need to be resubmitted with the full proposal.
 - 4) It may be emailed as an attachment (Word, Excel, PDF) to dcannella@springwell.com, dropped off or mailed to Springwell, Title III RFP, 307 Waverley Oaks Rd, Suite 205, Waltham MA 02452.
 - 5) Once the LOI is received, a confirmation of receipt will be sent by email.
 - 6) Applicants will NOT receive any further response to the LOI. **All applicants submitting an LOI can proceed to submit a full proposal.** (Applicants must however submit the LOI – without it, the full proposal will not be accepted).

- II. **Submit complete proposal to Springwell by Friday June 11, 2021 by 5pm. (hard copy only)**
 - 1) Late submissions will not be accepted.
 - 2) Do not attach any documentation not requested.
 - 3) Complete proposals must have all questions answered in full and must provide all required attachments as outlined.
 - 4) See the Proposal Checklist to ensure that your proposal is complete.
 - 5) Proposals should be mailed or dropped off to the attention of Donlyn C. Cannella, Associate Director of Community Services:
Springwell, Inc
Attention: Donlyn C. Cannella
Associate Director of Community Services
307 Waverley Oaks Road
Suite 205
Waltham, MA 02452

Complete Proposals consist of the following:

- 1) Cover Sheet (Form B) Download from www.springwell.com
- 2) Narrative – The narrative section should not exceed 10 pages and must address all the items below. Refer to the Award Information and Requirements and Reference sections of the RFP for detailed definitions of terms used.
 - a. Organization Profile: Briefly describe your organization’s background, mission and experience serving older people and history of successfully implementing innovative programs.
 - b. Provide information about the community needs for your service, and how your project will meet those needs.
 - c. Description of Proposed Project and the services to be provided. Explain how the proposed project addresses one or more of the priorities in this RFP. Is this a new or an existing project?
 - d. What are the goals and outcomes that you are aiming to achieve? Describe the specific activities and general timeline.
 - e. What methods will be used to measure outcomes? Discuss the ways in which participant feedback will be gathered.
 - f. Describe Target Population: How many people age 60 and over will be served? How many low-income elders, elders with greatest social needs, and minority elders will be served?
 - g. Outreach: Discuss your plans for publicizing your project to your target population, as well as to elders in general, their families, and other community agencies. In particular, describe what efforts you will make to reach minority elders and elders with the greatest social and economic needs, including those with language and cultural barriers

- h. Describe Key Staff: What are their roles in the proposed project? Describe your organization's process for ensuring that all staff and volunteers working on the project, who will have direct or indirect contact with elders, or access to consumer files, will have C.O.R.I. and OIG checks completed prior to the start of the project.
- i. Describe the process to be used to ensure that service recipients are exclusively persons aged 60 or older.
- j. Equal Access: Describe the process to be used to ensure that elders with disabilities have the same access to and opportunities for utilization of services that other elders do.
- k. Confidentiality: Describe what measures will be taken to protect consumer confidentiality, both in terms of protecting written records, and in terms of sharing consumer information with other persons.
- l. Donations: Describe how you propose to ensure that participants will be provided with a written statement explaining their voluntary, confidential opportunity to make a donation after the initiation of services. Describe how you will ensure that nothing in the method of collection or calculation of consumer contributions will compromise consumer confidentiality. Describe how donations will be accounted for and handled (i.e., who will handle them, how will they be recorded and applied).
- m. Future Funding: Describe your plans to acquire other funds to continue the program when the Title III grant funds end. Include specific information on steps you will take to sustain the project without Title III funds.
- n. In addition to the line-item budget form (to be submitted as an attachment), applicants are required to submit an accompanying Budget Narrative that provides a more detailed description and justification for the budget proposed. Be sure to discuss the following: (a) which line

items your mandatory 15% match will cover, (b) how much you anticipate collecting in voluntary consumer donations and the line items to which those donations will be applied once received and (c) the approximate cost per older adult being serviced through the program.

3) Budget - (Form C) Download from www.springwell.com

a. Budgets are for 12 months.

b. NOTE: Must use required budget form (Form C). Other budget forms will not be accepted.

c. DO NOT change or delete the formulas embedded into the excel spreadsheet.

4) Attachments

Only one copy of each of the following attachments is required and should be attached to the Original Proposal.

- a. List of current Board members
- b. Applicant's Affirmative Action plan
- c. Applicant's brochure/fact sheet
- d. Draft of the participant satisfaction survey tool to be used
- e. Most recent audited financial statements, which must include:
 1. Schedule of expenditures of federal awards
 2. Schedule of findings and questioned costs
 3. Summary of independent auditor's results

REFERENCES:

1. Older Americans Act definition of “low income/greatest economic need”
 2. Older Americans Act definition of “greatest social need”
 3. Older Americans Act definition of “minorities / minority racial status”
 4. Older Americans Act definition of “unduplicated count”
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1. The Older Americans Act defines “greatest economic need/low income” based on the definition of poverty maintained by the Office of Management and Budget and the Census. These guidelines are as released in the Federal Register: <https://www.federalregister.gov/documents/2021/02/01/2021-01969/annual-update-of-the-hhs-poverty-guidelines>

<i>Persons in Household</i>	<i>Income at or below</i>
One person household	\$12,880 annually
Two person household	\$17,420 annually
Three person household	\$21,960 annually

2. The Older Americans Act defines “greatest social need” as need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural, social, or geographic isolation, in particular, isolation caused by minority racial or ethnic status or living alone that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently.

3. The Older Americans Act defines “minority racial status” as Hispanic / Latino, Asian, Native Hawaiian or other Pacific Islander, American Indian / Alaskan Natives, and Black or African American. Please note that “minority” does not refer to other populations that speak English as their second language. These communities may have “greatest social needs” as a result of cultural, social, or language barriers.

4. The Older Americans Act defines an “unduplicated count” of elders to be served as: Counting each elder served, regardless of the number of times s/he comes in contact with your program, only once per fiscal year.

FFY 21 RFP TIMELINE (for FFY22 grants)

RFP released	May 12, 2021
Technical assistance questions received by	May 18, 2021
Technical assistance answers posted at www.springwell.com	May 25, 2021
<u>Letters of intent due</u>	<u>June 1, 2021 by 5pm</u>
<u>Proposals due</u>	<u>June 11, 2021 by 5pm</u>
Board of Directors vote	July 22, 2021
Decision Notification Letters sent to all applicants	August 6, 2021
Service Agreements issued	August – September
FFY22 Title III grants begin	October 1, 2021

PROPOSAL CHECKLIST

- Cover Sheet (Form B) signed by agency director
- Narrative, 10 pages max, all questions addressed
- Budget Form (Form C)
- Current list of Board members
- Agency's Affirmative Action plan
- Audited Financial statements, all sections as requested
- Agency brochure/fact sheet
- Copy/draft of the Consumer Satisfaction Survey tool to be used
- Have you enclosed 1 original and 3 copies, with the original clearly marked?

Springwell Letter of Intent Form (Form A)

A separate letter of intent form should be completed for each proposal being submitted.

DOWNLOAD AT WWW.SPRINGWELL.COM

I. Applicant Agency:

Agency Name _____

Address _____

Telephone _____ Contact Person _____

Web site _____ E-mail _____

II. Proposed Program:

Program Name _____

Brief Description of Program's Goals and Activities _____

What priority population(s) and/or service priorities will this program address?

Communities to be served _____

Estimated Number of Unduplicated Elders to be Served _____

III. Projected Funding Request:

Total Cost of Program _____

Amount of Title III Funds Requested _____

Amount of Matching Funds _____

(Matching funds must total at least 15% of total program costs)

Letter of Intent due June 1, 2021 by 5pm by email to dcannella@springwell.com as an attachment (Word, Excel or PDF) or drop off or mail hard copy to Springwell, Title III RFP, 307 Waverley Oaks Rd, Suite 205, Waltham MA 02452. Once the LOI is received, a confirmation of receipt will be sent by email. Applicants will NOT receive any further response to the LOI. All applicants submitting an LOI can proceed to submit a full proposal. (Applicants must however submit the LOI – without it, the full proposal will not be accepted).

Springwell Cover Sheet for Title III RFP FFY21 (Form B)

DOWNLOAD AT WWW.SPRINGWELL.COM

Name of proposed project	
Has this project received Title III funds from Springwell previously?	<i>If yes, please note when funds were received, for how many years, and if funds are being currently received</i>
Agency Name	
Address, City, State, Zip	
Agency area code and phone #	() -
Agency website	
Agency Federal Tax ID # (EIN)	
Name and Title of RFP Contact Person	
Phone number of contact person	() -
Email for contact person	
Communities to be served	
Budget Request Summary	A. Title III Request (85% max): \$ B. Cash / In-kind match (15% minimum): \$ C. Total Project Budget (A+B): \$
Unduplicated elders to be served	
Of these elders, # of minorities?	
Summary of Proposed Project	

Name, Title, Signature of Agency Director and Date	

PROJECT & ORGANIZATION BUDGET SUMMARY

Organization Name

Federal ID #

Fiscal Year End

(Enter Project Name)	

	This Request	Total Project Budget	% to Total Income	Total Organization Budget	% to Total Income
Income Sources					
Government Grants			0.0%		0.0%
Foundation and Corporate Grants			0.0%		0.0%
United Way			0.0%		0.0%
Individual Contributions			0.0%		0.0%
Earned Income			0.0%		0.0%
Interest Income			0.0%		0.0%
In-Kind Support			0.0%		0.0%
Other Income			0.0%		0.0%
Total Income	-	-	0.0%	-	0.0%
Expenses					
Salaries and Wages			0.0%		0.0%
Employee Benefits and Taxes			0.0%		0.0%
Total Personnel Costs	-	-	0.0%	-	0.0%
Bank/Investment Fees			0.0%		0.0%
Depreciation Expense			0.0%		0.0%
Equipment Rental & Maintenance			0.0%		0.0%
Food Costs			0.0%		0.0%
Fundraising/Development Expenses			0.0%		0.0%
Insurance Expense			0.0%		0.0%
Marketing/Advertising			0.0%		0.0%
Postage and Delivery			0.0%		0.0%
Professional Development			0.0%		0.0%
Professional Fees			0.0%		0.0%
Rent and Occupancy			0.0%		0.0%
Supplies and Materials			0.0%		0.0%
Telephone Expense			0.0%		0.0%
Travel Expense			0.0%		0.0%
(Enter Project Specific Line Item if needed)			0.0%		0.0%
(Enter Project Specific Line Item if needed)			0.0%		0.0%
Miscellaneous Expenses			0.0%		0.0%
Total Non Personnel Costs	-	-	0.0%	-	0.0%
Total Expenses	-	-	0.0%	-	0.0%
Excess of Revenue Over Expenses	-	-	0.0%	-	0.0%

Appendix A

This is a sample copy of a Service Agreement that is included for your reference only. DO NOT include as part of your proposal.

PROGRAM SERVICE AGREEMENT between

Springwell
Area Agency on Aging (AAA)

and

Name of Grantee
Grantee

This Agreement is entered into by and between the Area Agency on Aging (AAA) Springwell (hereinafter referred to as the **Corporation**) located at 307 Waverley Oaks Road, Suite 205, Waltham, MA 02452 and the Grantee Name of Grantee (hereinafter called the **Provider**) operating in the Commonwealth of Massachusetts as a non-profit organization or private business, having its principal offices at Address

WHEREAS, the Corporation desires to purchase Services Provided for elders who reside in its service area, giving priority to those elderly individuals with the Greatest Social and Economic Needs as defined in Attachment B and C; and

WHEREAS, the Corporation has received authorization from the Commonwealth of Massachusetts, Executive Office of Elder Affairs (hereinafter "Elder Affairs") to fund such services as an Area Agency on Aging under **Title III** of the Older Americans Act of 1965, as amended (42 U.S.C. 3021 et seq), hereinafter referred to as **Title III**, and

WHEREAS, the Provider engages in the furnishing of Services Provided in the Planning and Service Area covered by the Corporation;

NOW, THEREFORE, the Corporation and the Provider do mutually agree as follows:

1. **Engagement**

Corporation hereby engages the Provider to provide and the Provider agrees to provide "Project Services" to individuals sixty years of age or older, giving priority to those elder

individuals with the greatest social and economic need who reside within the designated area as set forth in Attachment A of this contract. The term "Project Services" shall mean what is set forth in Appendix III of this agreement and is more fully described in the Provider's proposal for funding, which is incorporated into this Agreement. The term "Greatest Social and Economic Need" is defined in Attachment B, which definition may be changed from time to time by the Corporation. The activities of the Provider under this agreement shall hereinafter be referred to as the "**Program**".

2. Period of Performance

This Agreement shall take effect on **October 1, 2021** and this Agreement shall remain in effect until and through **September 30, 2022**, at which time the Agreement expires automatically, unless earlier terminated in accordance with the terms set forth herein. This renewable contract is subject to the Corporation and the Executive Office of Elder Affairs confirmation of available Title III funds, and compliance with the provisions of the regulations as set forth in this Program Service Agreement. If programmatic and fiscal activity on this grant is not demonstrated within thirty (30) days* of October 1, 2021, , the Corporation may terminate this Agreement with no obligation to make any payments or reimbursements to the Provider.

*Days are defined as calendar days unless specified in the agreement as business days.

3. Fiscal and Administrative Conditions

I. Maximum Obligation

The Corporation shall pay to the Provider \$ _____ per year in Title III funds from Elder Affairs until September 30, **2023**, as contained in Section 2 of this Agreement. These funds shall be the Corporation's maximum obligation under this Agreement. The Provider shall provide a matching share of not less than fifteen per cent (15%) of the total Program budget in non-federal cash or in-kind services. The approved budget shall be set forth in the Notification of Grant Award which is incorporated herein as Attachment D to this Agreement.

II. Approved Budget

In no case shall the Provider's Program Services expenditures exceed the total approved budget or exceed the approved costs for each budget category as specified in this Agreement without the prior written approval of the Corporation. The portion of the total budget allocated to the individual line items as set forth in the budget may be amended by mutual consent of the parties at the request of either party, but in no event shall the sum of the reimbursable amounts as amended exceed the level of funding itemized in the original budget. Failure of the Provider to request written approval for budget changes from the Corporation may be a cause for disallowance of expended monies, which determination is the sole decision of the Corporation.

III. Method of Payment

The Provider shall submit a monthly fiscal and program report to the Corporation within ten (10) business days following the close of each calendar month of the Agreement, on a form approved by the Corporation as set forth in the Grantee Manual included with this Agreement. Such reports shall be for Program Services authorized by the Corporation pursuant to this Agreement and rendered to eligible clients by the Provider during the previous month. Upon receipt and approval of properly completed fiscal and program reports, the Corporation shall, subject to receipt of funds from Elder Affairs, make its best effort to process payments to the Provider within forty-five (45) days after the end of the month billed for. The Corporation may, within ninety (90) days of the expiration of this Agreement and after consultation with the Provider, adjust any invoice of the Provider both before and after payments have been made; however, the failure of the Corporation to exercise this provision shall not constitute a waiver of any right of the Corporation to otherwise recover funds paid to the Provider pursuant to this Agreement.

Funds paid under this Agreement are disbursed on a cost reimbursement basis. The Provider incurs the expenses and receives reimbursement only upon submission of the required reports. Cash reimbursement requests for any given month should not exceed 1/12th of the total grant award.

IV. Accounts

Provider Program accounting records shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. The Provider shall establish and maintain appropriate procedures to safeguard and account for all contributions and project income. All financial and accounting records shall be maintained by the Provider in accordance with generally accepted accounting practice and principles. See Attachment E for a checklist to be used by Provider as a guideline for maintaining minimal fiscal controls.

V. Contributions

Consistent with the mandate of the Older Americans Act, 42 USC 3001 et seq. and 45 CFR 1321.67, the Area Agency on Aging shall assure that Provider shall provide each older person with an opportunity to voluntarily contribute to the cost of the service(s). This opportunity should be publicized with project participants while effective procedures maintain both the voluntary nature and confidentiality of any donations. Also, Provider may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

Donations must be spent on the funded project and must be spent during the fiscal year in which they are collected. All donations received by the program must be reported monthly to the Corporation. The privacy of the older person and/or caregiver, with respect to his/her contribution, must be protected. The Provider's donation policy must be in writing and a copy must be made available to the Corporation no later than **September 30, 2021**.

4. **Monitoring**

The Provider shall establish and maintain such documents and financial and program records which are required by the Corporation to ensure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit with the fiscal reports required by Section 3, Clause III of this Agreement, a monthly report which shall include such programmatic, fiscal and administrative data as the Corporation reasonably deems necessary for the monitoring and evaluation of such services and to substantiate the Corporation's claim for reimbursement from Elder Affairs. Such reports shall be submitted on the format and according to the instructions provided in Attachment F of this Agreement or as requested by the Corporation and shall be submitted to the Corporation within ten (10) business days of the end of each calendar month during the term of this Agreement. All financial records, program records, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the Administration on Aging, Elder Affairs, the Corporation, or their authorized representatives, who shall at all reasonable time have access to the premises wherein such books, records, documents and property are stored for three (3) years after final payment hereunder.

The Corporation reserves the right to make a site visit at any time during the regular business hours of the program for the purpose of conducting program and fiscal audits. The Corporation shall schedule at least an annual site visit for such purposes. A copy of the evaluation form to be used at the site visit is contained in Appendix G.

The provider shall develop and keep on file client satisfaction surveys (with personal identifiers removed when monitored) as well as other measures the Provider uses to measure its impact on clients and improve Program operations. The client satisfaction survey should be done annually, no later than April of the fiscal year. A copy of the survey tool and a comprehensive summary of participant responses must be sent to the Corporation no later than **July 1st** of the fiscal year, to the attention of the Director of Community Planning and Development. See Attachment H for a sample client satisfaction survey tool.

The Provider shall provide the Corporation any additional data that the Corporation may reasonably require to permit it to monitor performance of this Agreement at a level sufficient to assure fiscal administration, accountability and program quality.

5. **Confidentiality**

The Provider shall not use or release any reports, data, or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served, in accordance with the laws of the Commonwealth, M.G.L. c. 66As.2, The Privacy and Confidentiality Regulations; 801 CMR 3.00; Elder Affairs PI-97-55; and where applicable, Federal law, governing the use, safeguarding and access to personal data as defined in The Fair Information Practices Act. Such information as may be necessary shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement and to permit the transfer of records of a person served to another agency for the purpose of continuing services. The Provider shall provide the

Corporation such additional data as the Corporation may require to monitor the Provider's information system and to guarantee adequate safeguarding of the human and civil rights of the applicants and persons served. The Provider shall furnish to the Corporation, within thirty (30) days following the request by the Corporation, a written description of the Provider's system for gathering, storing, and releasing personal data so the Corporation may determine compliance with Section 6 of this Agreement.

6. **Protection of Clients**

a. The Provider shall comply with the applicable provisions of Elder Affairs' rules governing the Elder Rights Review Committee (ERRC), set forth at EOEA-PI-00-07. Under these rules, Elder Affairs must review all research, experimentation, surveys, market testing or similar research that seeks access to clients or client information connected with programs funded by Elder Affairs.

b. With the consent of the client, or his or her representative, the Provider shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the client, or the household of the client, in imminent danger.

7. **Non-Discrimination in Service Delivery**

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Corporation on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disability, sexual orientation or because such a person is a recipient of federal, state or local public assistance or housing subsidies. The Provider agrees that program staff shall make reasonable accommodations to allow for client participation in the program and its benefits, including but not limited to, handicap accessibility.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. s2000d et seq.) - prohibits discrimination on the basis of race, color or national origin, in programs receiving federal assistance;
- (b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. s794) and the regulations promulgated thereunder, (45 CFR part 84) - prohibits discrimination against qualified disabled individuals on the basis of the disability in any program or activity receiving or benefiting from federal financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to disabled persons;
- (c) M.G.L.c 151B, s4 (10) - prohibits discrimination in furnishing services on the grounds that an individual is a recipient of federal, state or local public assistance or housing subsidies, nor should any services be denied to any person who chooses not to make a donation to the cost of the Program.

8. **Non-Discrimination in Employment**

The Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, sexual orientation,

religion, or physical or mental handicap. The Provider shall comply with all applicable provisions of:

- (a) Title VII of the Civil Rights Act of 1964 (42 U.S.C. s2000d et. seq.) - prohibits discrimination in Employment on the basis of race, color, religion, sex, or national origin;
- (b) M.G.L.,c. 151B, s.4 subsections 1, 1A and 1B - prohibits discrimination on the basis of race, color, sex, religion, creed, national origin, ancestry or age;
- (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. s794) and the regulations promulgated thereunder (45 CFR part 84) - prohibits discrimination against qualified disabled individuals on the basis of the disability and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified disabled applicants and employees.

9. **Grievance**

The Provider shall develop and adhere to a policy in writing, posted in a conspicuous manner at the place where services are rendered or delivered, a notice informing individuals eligible for or receiving Title III services that they may file a grievance with the Corporation, within twenty-one (21) days, when said individuals are dissatisfied with or denied Title III services by the Provider. This notice must include the name and address of the Corporation. The Corporation will provide to the complainant a written Grievance Application.

10. **Conflict of Interest**

The Provider shall not knowingly employ, compensate or arrange to compensate any employee of the Corporation during the term of the Agreement without the prior written approval of the Corporation. It shall be a breach of this Agreement for the Provider to give, or agree to give, or to solicit, demand, accept, or agree to accept, any additional gratuity, including an offer of prospective employment or favor, in connection with any action or other particular matter within the purview of scope of duties of any employee, officer or director of the Corporation.

11. **Notice**

Unless otherwise specified herein, any notice, approval, request, or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally, electronically by fax or email, or deposited in a United States mail box in a postage prepaid envelope addressed to the other.

12. **Political Activity**

No employee of the Provider may engage in partisan or non-partisan political activity during hours for which the employee is paid in whole or in part with Corporation funds. The Provider may not select or promote an employee based on his or her political affiliation. The Provider agrees that for the term of this Agreement, no employee paid in whole or in part, nor board member of the Provider, shall at any time use the name of the Corporation and funds received pursuant to this Agreement, either directly or indirectly, for the purpose of interfering

with or affecting the results of an election or nomination for office, whether partisan or non-partisan.

13. **Lobbying**

I. The Provider agrees that for the term of this Agreement, to the best of his or her knowledge, no federal appropriated funds will be paid, by or on behalf of the provider, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

III. The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

14. **Corrective Action Procedures**

- (a) If, for any reason, the Provider is unable to provide the services specified by this Agreement, it shall promptly notify the Corporation of its inability to provide services and indicate the specific reasons.
- (b) The Corporation may suspend, reduce the grant in whole or in part at any time or terminate this Agreement, if the Provider has failed to comply with the provisions of this Agreement, in whole or part. However, prior to suspension, reduction of the grant in whole or part or termination of this Agreement pursuant to this subsection, the Corporation shall notify the Provider, in writing, of the specific areas of non-compliance. Corrective action must be realized by the Provider within sixty (60) days of notification. Within ten (10) days of being contacted, the Provider will submit a plan for corrective action to the Corporation. Thirty (30) days after the original notification, the Corporation will make a site visit to evaluate the progress of corrective measures. If problems persist, a second written notice will be sent to the

- Provider informing them that Title III funding for the program will be suspended if the problem(s) are not corrected within the remaining time frame of thirty days. If the Provider has not restored compliance within the sixty (60) day period, the Corporation may terminate this Agreement by furnishing the Provider with written notice. The Provider will have the right to appeal the suspension decision to the Corporation's Area Agency on Aging (AAA) Committee of the Corporation's Board of Directors, which will render a final decision.
- (c) The Corporation reserves the right to waive this procedure in extreme situations such as chronic failure to comply with normal reporting procedures, lack of fiscal documentation, fiscal impropriety. In these cases, the Agreement may be terminated immediately. The Corporation will require that appropriate corrections be put into place and followed through in order to reactivate the Agreement. In the most serious situations, the Corporation's Board may decide to terminate the grant at the recommendation of the Corporation's AAA Committee.
 - (d) If the Corporation determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health, and safety of any recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination followed by the making of written notification, return receipt requested, setting forth the specific reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this subsection shall take effect upon the furnishing of the oral notification.
 - (e) The Provider may terminate this Agreement prior to its expiration date if the Corporation fails to comply with a material provision of this Agreement. The Provider shall furnish the Corporation with written notice of termination not less than forty-five (45) days prior to the effective date of termination.

15. **Early Termination: Change in Law**

In the event that any statute or regulation which governs performance hereunder is changed, differently interpreted by a court or other competent authority, or newly enacted, adopted or promulgated, so as to increase the burden on either party in complying with the terms of this Agreement significantly beyond those existing at the time of the execution of this Agreement, the party so burdened may terminate this Agreement upon written notice to the other party of not less than forty-five (45) calendar days.

16. **Early Termination: Elimination or Reduction in Funding**

In the event that Title III funding appropriated through the Executive Office for Elder Affairs for Title III service contracts to the Corporation is eliminated or reduced to an extent that funding of this contract is not feasible, the Corporation may terminate this Agreement by providing written notice of termination to the Provider effective not less than forty-five (45) days after date of such notice.

17. **Early Termination: De-Designation of the Area Agency on Aging.**

The Corporation shall notify the Provider in writing of its receipt of notification by Elder Affairs (hereinafter in this subsection referred to as "the Department") that the Department intends to de-designate the Corporation as the Area Agency on Aging for the service area covered by this Agreement. Thereafter, the Corporation shall notify the Provider of any appeal it may take of the Department's action and the disposition of any such appeal. All notices required by this subsection shall be made in writing within ten (10) days of the event which prompts the notice requirement.

In the event that Elder Affairs finally de-designates the Corporation as the Area Agency on Aging for the service area covered by this Agreement, the Corporation may terminate this Agreement by furnishing the Provider with written notice at least sixty (60) days prior to the effective date of termination. The parties shall cooperate fully with each other and with the Department, and take all reasonable steps and utilize all reasonable means to ensure continuity of services to program clients, including the use of available Corporation funds for the continuing delivery of legal assistance under this Agreement.

18. **Obligations upon Expiration, Termination, or Suspension**

The Corporation will pay the Provider for any reimbursable cost not covered by previous payments, for services rendered, pursuant to this Agreement, prior to notice of termination, if rendered in accordance with this Agreement, provided that the Provider submits the properly completed fiscal reports to the Corporation covering services rendered not later than thirty (30) days after notice of termination, suspension, or expiration. The Provider will immediately refund to the Corporation in accordance with the Corporation's instructions any unobligated balances of cash advanced by the Corporation.

If the Grant is terminated or expires without an audit, the Corporation retains the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit, which may be conducted later. The termination or expiration of this Agreement does not affect the retention period for or the Corporation's right to access to program records as contained in Section 5 of this Agreement. The expiration or termination of this Agreement does not affect the Provider's responsibilities with respect to property as contained in Section 25 of this Agreement.

19. **Reproduction of Reports: Copyright**

The Provider shall not disseminate, reproduce or publish any report, information, data, or other documents produced in whole or in part pursuant to the terms of this Agreement without prior written consent of the Corporation, nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the Provider without the prior written consent of the Corporation.

20. **Assignment and Subcontract**

The Provider shall not assign or subcontract any interest in this Agreement without the express written permission of the Corporation and Elder Affairs; provided that claims for money due or to become due to the Provider from the Corporation under this Agreement may be assigned to a bank, trust company or other financial institution without such consent. Notice of

any such assignment shall be furnished promptly to the Corporation. None of the services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior express written approval of the Corporation and Elder Affairs.

21. **Insurance and Indemnification**

The Provider shall procure and maintain insurance. The insurance will protect itself, its subcontractors, and the Corporation adequately from fire and extended coverage losses and from claims for bodily injury, death or property damage which may arise from operations under this Agreement. The Provider will provide the Corporation with a Certificate of Insurance **no later than September 30, 2021**. This Certificate should show both the limits of the insurance and list the Corporation as an additional insured and a certificate holder. This certificate will provide that the policy shall not be canceled by the insurance company without ten (10) days notice to the Corporation of intention to cancel. The Provider agrees that failure to comply with this requirement may cause a delay in the Corporation's ability to release funds.

The Provider agrees to indemnify and to hold harmless and safe the Corporation, its officers, its agents, and employees from liability of any nature or kind including costs, expenses and attorney's fees for or on account of any or all suits or damages sustained by any person(s) or property resulting in whole or in part, from the negligence, performance, omissions or intentional act of any employee, agent, or representative of the Provider.

The Provider shall procure and maintain the following insurance coverage from a company or companies authorized to do business in Massachusetts:

- (a) Workers Compensation Insurance shall be secured and maintained as required by the Commonwealth of Massachusetts;
- (b) Public Liability - Bodily injury and Property Damage in amounts approved by the Commonwealth of Massachusetts;
- (c) Malpractice-professional Liability Coverage (as applicable) in amounts approved by the Commonwealth of Massachusetts;
- (d) Provider shall also purchase and maintain fidelity bonds of no less than twenty-five thousand dollars (\$25,000) per incident for all employees with direct access to or responsibility for the receipt and disbursement of funds.

22. **Waiver of Default**

Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance. A waiver or modification of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

23. **Maintenance of Effort**

Services provided with funds under this Agreement must be in addition to any similar services already provided to elderly persons and caregivers in all Springwell service areas.

24. **Equipment**

Equipment acquired or purchased by the Provider which was fully paid or reimbursed by grant funds provided by the Corporation pursuant to this Agreement shall be the property of the Corporation. No title or right in said equipment shall pass to the Provider except the right herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by the Corporation indicating that the Corporation is the owner thereof and the Provider will not remove said plates or other markings. Upon expiration or termination of this Agreement, the Provider will immediately return said equipment to the Corporation in as good condition as received less normal wear, tear, and depreciation. Said equipment shall always remain and be deemed personal property even though attached to realty.

All replacements, equipment repairs, or accessories made to or placed in or upon said equipment shall become a component part thereof and title thereto shall be immediately vested in the Corporation and shall be included under the terms thereof. The Corporation may inspect the equipment at any time; and the Provider agrees to keep the equipment in first-class condition and repair it at the Provider's expense and house the equipment in a suitable shelter; and not to sell, pledge, encumber or otherwise dispose or limit the Corporation's interest in the equipment or accessories attached thereto without the written approval of the Corporation.

The Provider assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance. The Provider agrees to and does hereby indemnify and hold the Corporation harmless of, from and against all claims, costs expenses, damages, and liabilities, including reasonable attorney fees resulting from an incident to the use, operation, or storage of the equipment during the term of this Agreement and while said equipment is in possession or control of the Provider. The Provider agrees to keep the equipment insured to protect all interests of the Corporation, at the Provider's expense against all risks of loss or damage from every cause whatsoever in a manner and in an amount approved by the Corporation. Said insurance proceeds there from shall be payable to the Corporation. *Equipment means those items identified in Appendix I, attached hereto and incorporated herein in reference.*

25. **Staffing Pattern of Provider**

See Appendix II

26. **Provision and Delivery of Services**

See Appendix III

27. **Licenses**

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal statute or regulations and shall, upon the request of the Corporation, submit to the Corporation proof of such license, certification, permit or accreditation.

28. **Criminal Procedure**

The Provider shall request a Criminal Offender Record Information (hereinafter referred to as "CORI") from the Criminal History Systems Board, prior to employing an individual whose salary is to be paid with Title III funds, referring for employment or accepting such individual as a volunteer, or otherwise unpaid employee, pursuant to M.G.L.c.6,s.172C. This includes but is not limited to Providersthat employ or accept as a volunteer or refer for employment those persons who will provide care, treatment, education, training, transportation, delivery of meals, instruction, counseling, supervision, recreation or other services in a home or in a community-based setting for any elderly and/or disabled person, or one who will have direct or indirect contact with such elderly and/or disabled person, or access to such person's files. The Provider shall comply with the requirements of 101 Code of Massachusetts Regulation Section 15.00, including provisions relating to obtaining and using the CORI and evaluating whether such person is suitable for employment by or volunteering with the Provider.

In addition, Office of the Inspector General (OIG) checks must be completed on all staff and volunteers working on the project who will have direct or indirect contact with elders, or access to consumer files. Please note that OIG checks need to be completed in the LEIE (List of Excluded Individuals & Entities) database, on an annual basis, using the following link: <https://exclusions.oig.hhs.gov/Default.aspx>

29. **Publications**

The Provider shall insure that any reference to the funded program must state prominently the following:

"This program is funded (in whole or in part) by Springwell, the MA Executive Office of Elder Affairs and the Federal Administration for Community Living."

This includes any reference in any medium including electronic, video or paper.

30. **Compliance with Legal Services Corporation Restrictions as Set Forth In Public Law 104-134 (If Applicable)**

Title III legal assistance Providers (LAP) who receive funding from the Legal Services Corporation shall comply with the restrictions on activities set forth in P.L. 104-134.

31. **Integration**

All attachments to this Agreement, as well as the proposal, and any revisions of such proposal, submitted to the Corporation are deemed to be part of this Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter contained herein.

This Agreement has the following attachments:

Attachment A	Corporation's Service Area
Attachment B	Definition of Greatest Social and Economic Need
Attachment C	Definition of Low Income / Poverty Levels
Attachment D	Approved Budget—Notification of Grant Award
Attachment E	Accounting Checklist / Fiscal Controls
Attachment F	Monthly Report Instructions (programmatic and fiscal reports included)
Attachment G	Monitoring Form
Attachment H	Sample Client Satisfaction Survey

This Agreement has the following appendices:

Appendix I	Equipment
Appendix II	Staffing Pattern of Provider
Appendix III	Provision and Delivery of Services

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

32. **Compliance with Law and Regulations**

Provider agrees to comply with the provisions of the Older Americans Act of 1965 as amended, (42 USC. 3001 et seq.) and all regulations pertaining thereto (including 45 CFR Part 1321), as well as all terms of 45 CFR Part 75 (Administration of HHS Grants) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that has not been expressly and specifically modified by this Agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officers.

Springwell, Inc.

Grantee Name

By: _____

By: _____

Title: CEO _____

Title: _____

Date: _____

Date: _____

Attachment A

Springwell, Inc.

Program Service Agreement

CORPORATION'S SERVICE AREA

Belmont, Brookline, Needham, Newton, Waltham, Watertown, Wellesley, and Weston

Pursuant to Section I of this Agreement, the Provider shall provide services as described in Appendix III to eligible persons who reside in the cities/towns listed herein:

**Belmont, Brookline, Needham, Newton, Waltham, Watertown, Wellesley and
Weston**

Attachment B

Springwell

Program Service Agreement

DEFINITION OF GREATEST SOCIAL AND ECONOMIC NEED

The definition of Greatest Social and Economic Need as set forth by the Older Americans Act, Section 102, part 29 and 30 as amended through December 31, 1992.

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

Greatest Economic Need - The need resulting from an income level at or below the poverty line.

Attachment C

Springwell, Inc.

Program Service Agreement

MASSACHUSETTS EXECUTIVE OFFICE OF ELDER AFFAIRS
POVERTY LEVELS

The term "Poverty Level" means the official poverty line as defined by the Office of Management and Budget, and adjusted by the Secretary in accordance with section 673(2) of the Community Services Block Grant Act (U.S.C. 9902(2))

2021 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons family/household	in Poverty guideline
1	\$12,880
2	17,420
3	21,960
4	26,500
5	31,040
6	35,580
7	40,120
8	44,660
For households with more than 8 persons, add \$4,540 for each additional person.	

SOURCE: <https://www.federalregister.gov/documents/2021/02/01/2021-01969/annual-update-of-the-hhs-poverty-guidelines>

Attachment D

Springwell, Inc.

Program Service Agreement

Approved Budget – Notification of Grant Award (To Be Attached)

Attachment E

Springwell

Program Service Agreement

Accounting Checklist / Fiscal Controls

The following checklist should be utilized by both Springwell and the grantee as a guideline for maintaining minimal fiscal controls. These guidelines speak to a grantee's ability to accurately and efficiently manage the Title III funds awarded.

- a. Does the grantee account separately for funds received for each program by funding source?
- b. Are books or original entry (e.g. cash receipts, disbursements) kept current?
- c. Are bank statements reconciled and canceled checks retained for three years?
- d. Is the property ledger maintained so that any item of property can be located and identified?
- e. For grantees operating with small budgets, are certain functions such as receiving bank statements, preparation of bank reconciliation, etc. carried out by independent bookkeepers or others for fiscal control purposes?
- f. For grantees operating with small budgets, is the financial system designed so that no one person has access to all financial operations, procedures and records?
- g. Is the receipt and disbursement of donation moneys adequately tracked and recorded?

Attachment F

TITLE III REPORTING INSTRUCTIONS



Springwell
307 Waverley Oaks Road, Suite 205
Waltham, MA 02452
Telephone (617) 926-4100
Fax (617) 926-9897
www.Springwell.com

I. Reporting Requirements

There are programmatic and fiscal reports that must be submitted monthly to the Associate Director of Community Services. Each report is due within ten (10) calendar days after the end of each month, reflecting activity undertaken in the prior month.

There are two types of monthly reports required: the Monthly Cash Request and Monthly Program Report. These must be submitted to Springwell every month, by every grantee.

Failure to submit these reports in a timely manner will delay your receipt of Title III funds and/or impact Springwell's ability to reimburse your agency. In particular, all cash requests through June MUST be received by July 10th. All cash requests through September must be received by October 10th. Failure to meet these deadlines is likely to lead to an inability on Springwell's part to reimburse the grantee.

These reports can be submitted via email, Email dcannella@springwell.com

Before any reports are completed, grantees need to refer to Appendix III (the last page) of this Service Agreement/Program Manual. The Director of Community Services has selected for you the service categories you will need to report on for this grant. Most grantees will be reporting on 1 service category. No grantee will be reporting on more than 3 categories of service.

The information and data sought on all reports is needed to ensure Springwell's compliance with the federal reporting requirements, known as the National Aging Program Information System (NAPIS). For more information on NAPIS, please see the Administration for Community Living website (<https://acl.gov>). Under NAPIS, there are many different service categories. The service category selected for you is the one that best matches the type of activity that will be performed under your grant.

Monthly Program Report

The Monthly Program Report is used to report on how much service, by service category, was provided in the month as well as to report on the unduplicated count of consumers served, by race and income.

A separate Monthly Program Report must be completed for each service category the grantee is being asked to report on.

Completing the Monthly Program Report:

Springwell Title III - FFYXX Monthly Program Report			
Month and Year Reported:			
Agency Name:			
Program Name:			
I. Category of Service and Units of Service Provided			
<i>Please see the last page of your Service Agreement / Grantee Manual for the categories and units of service you should be reporting on.</i>			
Service Category:	Number of Units Provided:		
II. Unduplicated Count of Elders Served			
<i>List the unduplicated number of clients, by race and income, that received this service during the month being reported.</i>			
<i>Clients should be included in the unduplicated count if they have received this service for the first time this federal fiscal year in the month being reported.</i>			
<i>Grantees are requested to provide best estimates about the race and economic need of program participants</i>			
	Column A	Column B	
Race	# of Unduplicated Low Income Elders Served this Month	# of Unduplicated Elders Served this Month who are NOT low income	Total number of all unduplicated elders served this month (add Columns A & B)
African American/Black			
Asian			
Hispanic-White or Black			
Native American			
Non-Minority (White			
Other			
Grand Total Served This Month:			
Completed by: _____			Date: _____

1. Month and Year: List the Month and Calendar Year for which the report is being completed
2. Agency Name: Grantee
3. Program Name: Name of Grant funded project
4. Service Category: list the service category you were assigned. (Remember to complete a separate form for each category if you are reporting on more than one.)
5. Number of Units of Service Provided: Each Service Category is given a “unit of service” in the federal reporting system. Refer to Appendix III (the last page) of this Service Agreement/Program Manual where the service category has been assigned and an explanation of the associated unit of service can be found.

For example, the “unit of service” for the “service category” of transportation is 1 one-way ride = 1 unit of service provided. Therefore if in October you provided 32 one-way trips you will report on the Service Category of Transportation and the Number of Units of Service Provided in October would be 32.

The units of service vary by service category (some units are an hour, others are by session and so on). This is why it is critical each service be reported on its own form to Springwell.

6. Unduplicated Counts of Elders Served: **The unduplicated count is NOT the same as the number of consumers who get a medical ride each month. It is a count of the number of individuals you have served at least once over the course of the federal fiscal year. Each person is counted once and only once over the year – whether they received 1 ride all year or 10 rides a month.**

Therefore, in order to accurately report on the unduplicated count of consumers served **you MUST have a tracking system** of some sort. Clients should be included in the unduplicated count if they have received this service for the first time this federal fiscal year in the month being reported. For example, if Mrs. Jones gets a medical ride in October (the 1st month of the fiscal year), she would be reported in October in the unduplicated count. If she gets a ride again during the remainder of the FY, she would not be reported in the unduplicated count --- however the ride itself would be reported as a “unit of service” was provided.

Grantees should make every effort to accurately report on the race of the consumers they serve and whether or not the consumer is low income.

Use the following definitions for race and low-income:

- ❖ American Indian/ Native Alaskan
- ❖ Asian
- ❖ Native Hawaiian / Other Pacific Islander
- ❖ Black / African American
- ❖ Hispanic – White
- ❖ Hispanic – Black
- ❖ Non-Minority (White, non-Hispanic)
- ❖ Other
- ❖ Low income— see Attachment C for low-income guidelines.

EXAMPLE OF HOW TO TRACK CONSUMERS SERVED AND SERVICES DELIVERED IN ORDER TO COMPLETE THE PROGRAM REPORT:

Service Category = Transportation Unit of Service is 1 for a one-way trip

Client Name	Race	Low Income?	October	November	December
Mrs Jones	Non Minority	No	2 rides	6 rides	2 rides
Mr Smith	African American	Yes	4 rides	0 rides	4 rides
Mrs Murphy	Non Minority	Yes	0 rides	2 rides	2 rides
Mr Gonzales	Hispanic	No	0 rides	0 rides	2 rides

To Complete October’s monthly report for the service category of transportation, the grantee would indicate that 6 units were provided and 2 unduplicated consumers (Mrs Jones and Mr Smith) were served.

In November, 8 units were provided and 1 unduplicated consumer was served (Mrs Murphy). Although Mrs. Jones got a ride in November, she was already included in October’s unduplicated count and therefore should NOT be included again for the rest of the FY.

In December, 10 units were provided and 1 unduplicated consumer was served (Mr Gonzales). Mrs. Jones, Mr Smith and Mrs Murphy all received rides in December, but they each were already included in the unduplicated count of prior months and therefore should NOT be included again for the rest of the FY.

October Report

	Column A	Column B	
Race	# of Unduplicated Low Income Elders Served this Month	# of Unduplicated Elders Served this Month who are NOT low income	Total number of all unduplicated elders served this month (add Columns A & B)
African American/Black	1	0	1
Asian	0	0	0
Hispanic-White or Black	0	0	0
Native American	0	0	0
Non-Minority (White)	0	1	1
Other	0	0	0
Grand Total Served This Month:			2

Monthly Cash Request

The cash request serves as a record of expenditures and revenues of a program on a monthly basis and as a reimbursement vehicle for Title III expenditures. The cash request is divided into three sections. The first section should contain projected annual expenditures and actual monthly expenditures for the program:

Cost Categories	FY 20-- Approved Budget	Current Monthly Expenditures	Year-to-Date Expenditures
<u>Personnel</u>	∂	\bullet	\div
List by title:	\Downarrow	\Downarrow	\Downarrow
Payroll Taxes			
Fringe Benefits			
<u>Administration</u>			
Staff Travel			
Rent & Utilities			
Communications			
Office Expenses			
Equipment Purchase/Lease			
Other:			
<u>Total Expenditures</u>	\neq	\equiv	\approx

- ∂ In this column, write the annual amount (including Title III, client donations, in-kind contributions, and other funding sources) allotted to each cost category in your approved budget.
- \bullet In this column, write the total amount (**including Title III, client donations, in-kind contributions, and other funding sources**) spent by your program during the month being reported in the appropriate category.
- \div In this column, write the total amount (**including Title III, client donations, in-kind contributions, and other funding sources**) spent by your program year-to-date in the appropriate categories.
- \neq Total the numbers in column ∂ .

≡ Total the numbers in column ●.

≈ Total the numbers in column ÷.

The second section of the cash request is used to calculate the amount of your cash request and is self-explanatory:

A. Total costs for the month reported*	_____
B. Total program revenues other than Title III for the month reported	_____
C. Total in-kind contributions for the month reported	_____
D. Client donations received during the month reported	_____
E. Sum of Lines B, C, and D	_____
F. Amount of Title III funds requested (Subtract Line E from Line A)	_____

***This line should match ≡ from the section above.**

The third section shows the remaining Title III grant balance:

Title III Grant Balance	
A. Amount of Title III Grant Award	_____
B. Amount of Title III funds requested year-to-date	_____
C. Grant Balance (Subtract Line B from Line A)	_____

- A. Write the amount of your Title III grant award.
- B. Total the cash requests submitted to Springwell year-to-date including the month being reported.
- C. Subtract B from A. This figure is the amount remaining in your Title III grant.

SPRINGWELL TITLE III MONTHLY CASH REQUEST

Month & YEAR _____ Grantee: _____

Project: _____ Award: _____

Cost Categories	FY 20XX Approved Budget	Current Monthly Expenditures	Year-to-Date Expenditures
<u>Personnel</u>			
List by title:			
Payroll Taxes			
Fringe Benefits			
<u>Administration</u>			
Staff Travel			
Rent & Utilities			
Communications			
Office Expenses			
Equipment Purchase/Lease			
Other:			
<u>Total Expenditures</u>			

A. Total costs for the month reported	_____
B. Total program revenues other than Title III for the month reported	_____
C. Total in-kind contributions for the month reported	_____
D. Client donations received during the month reported	_____
E. Sum of Lines B, C, and D	_____
F. Amount of Title III funds requested (Subtract Line E from Line A)	_____

<i>Title III Grant Balance</i>	
A. Amount of Title III Grant Award	_____
B. Amount of Title III funds requested year-to-date	_____
C. Grant Balance (Subtract Line B from Line A)	_____

I certify that the information above is accurate and that documentation is available to support it.

Completed by: _____ Date _____

SPRINGWELL Grants Manager Approval: _____ Date _____

Attachment G

Springwell

Name of Area Agency on Aging

Springwell Title III Monitoring Form

Grantee:

Project:

Grant Period:

Site Visit:

Present:

I. Review of Documents

On File

Not on file

- Certificate of Insurance
- Title III Contract
- Client Satisfaction Survey
- Audited Financials
- Written Donation Policy

Comments:

II. Assessment of Program Operation

1. Has grantee accomplished or made expected progress regarding proposed goals and objectives?
2. What steps has grantee taken to inform potential clients about services (outreach)?
3. Has grantee established procedures for targeting elders with greatest economic and social need, with special attention to low-income and minority elders?
4. What coordination has been done with other community agencies, around outreach and/or service delivery?
5. Has grantee established procedures for determining age eligibility of program participants?
6. Do elders with disabilities have the same access to and opportunities for service utilization that other elders do?

7. Has grantee mentioned Springwell, MA Executive Office of Elder Affairs and Federal Administration for Community Living as funding sources on all publications (flyers, newsletters, newspaper articles, website, etc.)?
8. Does grantee maintain an adequate system for recording an unduplicated count of clients served? And for units of service by category?
9. Has a formal client satisfaction survey been developed? How will the results be used?
10. What steps have been taken to secure future funding for the Title III funded project?
11. What are the evacuation procedures for the space the grantee is using to operate their program? Are the grantee's staff/volunteers aware of these procedures if the space is not directly owned/operated by the grantee? (Applies only to grantees where participants are coming to a site to take part in the grant funded program or service).

III. Personnel

1. Are the project staff that were specified in the proposal (both volunteer and paid staff) currently involved with the project and have written job descriptions?
2. Are adequate personnel records maintained for staff? Do they reflect hours of work billed to the project?
3. Have all employees, sub-contractors, and volunteers who are (a) either in direct contact with the elders, and/or (b) have access to records with personal information about the elders, had a CORI and OIG check completed?
4. What is the training and supervision provided to project staff?
5. How much does the project use volunteers, especially those aged 60 and over?

IV. Fiscal Operations and Administrative Record Keeping

1. Is the expenditure of Title III funds consistent with a) approved overall budget of the program and b) the approved individual line items?
2. Does the grantee account separately for Title III funds?
3. Are Title III cash requests received in a timely fashion and are they accurate?
4. Does the grantee provide participants with the opportunity to make a voluntary and confidential donation to the grant funded project? How is this opportunity made available? What is the plan for expending any contributions received?

5. What procedures are in place to safeguard and account for all participant donations received? Are these donations applied only to the grantee funded project?
6. Describe how individual client records are maintained (Files kept locked or password protected? How is confidential information protected in terms of creating, maintaining and destroying paperwork?)
7. Describe what measures are taken to protect client confidentiality (does agency have a policy in place? Are informed consents or release agreements required?)

V. Recommendations

VI. Required Corrective Actions (Grantees must submit a plan of action within ten days of notification of a required correction. Solutions must be realized within 60 days of receipt of notification.)

VII. Evaluation

A. Program Operation

- Poor (work plan not being followed, program not focused on objectives)
- Fair (objectives far behind schedule, some not being pursued, documentation inadequate)
- Satisfactory (most objectives being accomplished on schedule, some change requested)
- Very Good (all objectives being accomplished on schedule, good documentation)
- Excellent (all objectives on schedule, some ahead of schedule, other tasks beyond original objectives being accomplished)

B. Personnel

- Poor (some personnel not hired, personnel not doing job called for in job descriptions)
- Fair (personnel not fully qualified, parts of job descriptions not being met, records inadequate)
- Satisfactory (personnel adequate, job descriptions adhered to, records adequate)
- Very Good (personnel very qualified, all of job descriptions and more being performed, records contain all necessary information and up to date)

___ Excellent (personnel very impressive, bringing a lot more to the program than would have been expected, records tell everything needed)

C. Fiscal and Administrative Record Keeping

___ Poor (reports far behind, records inadequate, budget not being adhered to)

___ Fair (reports not up to date, not filled out correctly, records in program office don't give accurate fiscal picture, some problems with budget adherence)

___ Satisfactory (reports up to date, information submitted is accurate, as are records in program office, budget being followed, some changes requested)

___ Very Good (reports always on time and always correct, records tell and document everything necessary, original budget being followed without changes)

___ Excellent (reports timely and correct, records extremely well organized and all inclusive)

Associate Director of Community Services

Date

Attachment H

Springwell

Sample Participant Satisfaction Survey

1. Male ____ Female ____
2. Age Range: 60-69 ____ 70-79 ____ 80+ ____
3. How did you hear about this service or program (please circle):
COA Newsletter COA Staff Newspaper
Cable TV Friend/Relative Other _____
4. How long have you been using this service or participating in this program? _____
5. Was the service easily accessible and delivered promptly? Yes ____ No ____
6. Was the program staff helpful, courteous, and knowledgeable? Yes ____ No ____
7. Can you think of any ways the service could be improved? Yes ____ No ____
If yes, please comment.
8. Would you recommend this program or service to others? Yes ____ No ____
If not, why not?
9. Can you think of other important programs and services that would be helpful to other older residents in your community?

Thank you for your cooperation and assistance with this survey.
Your comments are appreciated.

Appendix I

Springwell

Name of Area Agency on Aging

Program Service Agreement

EQUIPMENT

Pursuant to Section 25 of this Program Service Agreement, the Provider shall acquire, purchase or provide for program use of the following equipment:

None

Appendix II

Springwell

Name of Area Agency on Aging

Program Service Agreement

STAFFING PATTERN OF PROVIDER

Pursuant to Section 26 of this Program Service Agreement, the Provider is authorized to encumber funds for staff as follows:

As Described in Budget Attachment D

Appendix III

Springwell

Name of Area Agency on Aging

Program Service Agreement

PROVISION AND DELIVERY OF SERVICES

Pursuant to Section 27 of this Program Service Agreement, the Provider shall provide/ensure the following services:

<u>Service Category</u>	<u>Unit of Service</u>
-------------------------	------------------------

Service Provided	_____
-------------------------	-------

Service Provided	_____
-------------------------	-------

Estimated total of unduplicated elders to be served annually:	<u>XXX</u>
Of these, estimated total minority elders	<u>XX</u>