



STATE OF IDAHO

THE IDAHO COMMISSION ON AGING

REQUEST FOR QUALIFICATIONS (RFQ)

**Area Agency on Aging for Planning and Service Area III
RFQ #001**

Issue Date: 12/05/2014

Letter of Intent Due: 12/19/2014

RFQ Due Date: 1/16/2015

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1 RFQ Administrative Information

RFQ Title:	Idaho Area Agency on Aging for Planning and Service Area III
RFQ Project Description:	<p>Under the Authority of the Older Americans Act of 1965, 42 U.S.C. § 3001, Title 42, Chapter 35; Older Americans Act Title III Regulations, Designation of Area Agencies, 45 C.F.R. § 1321.33; Idaho Senior Services Act, Title 67, Chapter 50, Idaho Code; Adult Abuse, Neglect and Exploitation Act, Title 39, Chapter 53, Idaho Code; Idaho Commission on Aging, Rules Governing Area Agency on Aging (AAA) Operations, IDAPA 15.01.20; and Idaho Commission on Aging, Rules Governing Older Americans Act Services, IDAPA 15.01.21, the Idaho Commission on Aging is seeking to designate a unit of general purpose local government as the Area Agency on Aging for Planning and Service Area III.</p> <p>Planning and Service Area III is made up of: Canyon, Valley, Boise, Gem, Elmore, Washington, Ada, Adams, Payette, and Owyhee counties.</p>
RFQ Lead:	<p>Vicki Yanzuk, Grants/Contracts Officer Idaho Commission on Aging 341 W. Washington, Boise, ID 83702 vicki.yanzuk@aging.idaho.gov 208-577-2847</p>
Deadline to Submit Letter of Intent:	Friday, December 19, 2014
Pre-Proposal Conference:	Thursday, January 8 at (TBD) Mountain Time
Pre-Proposal Conference Location:	341 W. Washington, Boise, ID 83702, Second Floor Library Conference Room
Deadline To Receive Questions:	Friday, January 9, 2014 2:00 p.m. Mountain Time
RFQ Closing Date:	January 16, 2015 4:00 p.m. Mountain Time
Oral Presentations:	If deemed necessary, presentations will be scheduled for the week of January 26, 2015
Initial Term of Contract and Renewals:	All Area Agency on Aging Performance Based Contracts are subject to review and renew annually on July 1 st .

2 OVERVIEW

2.1 Purpose

The Idaho Commission on Aging (ICOA) is soliciting a unit of general purpose local government (ULG) to serve as the Area Agency on Aging (AAA) for Planning and Services Area (PSA) III. A PSA is a defined geographic area in which services to older persons 60 and over are provided either by the AAA directly or through providers who have contracts with the AAA. The AAA is a separate organizational unit within a multipurpose agency which functions only for the purpose of serving as the area agency on aging that plans, develops, and implements services for older persons within a planning and service area.

2.2 Eligibility

An AAA is designated by the ICOA in compliance with the Federal Older Americans Act (OAA) and Idaho Senior Services Act (SSA). A ULG is defined as any city, county, taxing district or other political subdivision of state government with a governing body.

2.3 General Overview of Duties

The AAA serves as the public advocate for the development and enhancement of comprehensive, coordinated, community based services to older persons. The AAA issues, administers, and monitors contracts for a variety of home and community-based services to older persons. The AAA is not a direct provider of services with the exception of Information and Assistance, Long Term Care Ombudsman, Adult Protective Services, and several other Federal programs. Services focus on low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

The AAA assists older Idahoans to remain in their homes in the community and to delay or prevent the need for institutional long term care. This includes coordination with a variety of other community organizations in order to maximize service delivery and avoid overlap and duplication of services. Some examples include; health and human services, housing, transportation, and public safety.

2.4 Post Award Requirements

After designation by the ICOA, the AAA will be responsible for the operational functions of the AAA, including decision making. ICOA will assist in transferring responsibilities to manage and maintain current interim operations from the date of designation until June 30, 2015. During this transition period, ICOA will also assist the AAA in developing an Area Plan for implementation on July 1, 2015. The Area Plan assurances are included for review in Attachment 2.

2.5 Available Funding

The AAA will manage funds received from ICOA in accordance with Federal and State guidelines; funding for PSA III, State Fiscal Year (SFY) 2014 was approximately \$3,144,000. All funding is contingent upon Federal and State appropriations. A reference to the Federal and State funding rules and regulations is included in Attachment 3. The AAA is permitted 10% for administrative costs. A listing of allowable costs is located in Attachment 4. After designation by the ICOA, the AAA will be required to develop an initial budget in conjunction with the ICOA and utilizing the ICOA required budget form. A copy of the budget form is included as a reference in Attachment 5.

3 PRE-PROPOSAL CONFERENCE AND QUESTIONS

3.1 Conference

A non-mandatory pre-proposal conference will be held at the location and time as indicated in **Section 1**, page 1 of this RFQ. All interested parties are invited to participate either by attending the conference or telephonically. **Those choosing to participate telephonically must pre-register via e-mail with the name and contact information of participant(s) to receive phone conferencing and meeting details. ULG are asked to register by 1/05/2015.** Any answers given by the ICOA during the pre-proposal conference will not be binding unless in writing. Pertinent questions will receive a response in writing using the method described in Section 3.2. Conference attendance is at the participant's own expense. Space will be limited to two (2) representatives from each ULG.

3.2 Questions

Questions relating to this RFQ must be submitted in writing to the RFQ Lead, by the date noted in Section 1 in order to be considered. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFQ, addenda will be posted at the ICOA website. It is the responsibility of the ULG to monitor the ICOA website for any updates or amendments. Any oral interpretations or clarifications of this RFQ shall not be relied upon. All changes to this RFQ must be in writing and posted on the ICOA website to be valid. Written questions must be submitted using Attachment 1. Official answers to all written questions will be posted on the ICOA website as an amendment to this RFQ.

Questions or other correspondence must be submitted in writing (mail, e-mail) to:

Vicki Yanzuk, Grants and Contracts Officer
341 W. Washington 3rd Floor
Boise, ID 83702
E-mail: vicki.yanzuk@aging.idaho.gov

Any questions regarding the ICOA Contract Terms and Conditions, included as Attachment 6 in the RFQ, must also be submitted in writing, using Attachment 1, by the deadline identified in this subsection.

Proposals which condition the Proposal based upon the ICOA accepting other terms and conditions not found in the RFQ, or which take exception to the ICOA terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

4 SUBMISSION INSTRUCTIONS

4.1 Submission of Proposals

Hard copy proposals must be submitted as follows:

- The proposals must be addressed to the RFQ Lead and clearly marked "PROPOSAL – RFQ 001 Area Agency on Aging for Planning and Service Area III."
- One (1) hard copy original and five(5) additional hard copies must be submitted.
- One (1) electronic copy of the proposal on CD or USB device must also be submitted. Microsoft Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate pdf. format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

5 FORMAT INSTRUCTIONS

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

5.1 Evaluation Codes

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render the proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - Points will be awarded based on predetermined criteria. Failure to comply will render the proposal non-responsive and no further evaluation will occur.

5.2 Table of Contents

Each proposal must include a table of contents in the proposal identifying the contents of each section, including page numbers of major subsections.

5.3 Format

Proposals will follow the numerical order of this RFQ starting at the beginning and continuing through the end of the RFQ. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFQ. In your response, restate the RFQ section and/or subsection, followed with your response.

Use a different color font, bold text, italics, or other indicator to clearly distinguish the RFQ section or subsection from the response.

The narrative must be double-spaced, on 8 ½" x 11" paper with 1" margins on both sides, and a standard font size of not less than 11, preferably Times New Roman or Arial. The suggested length for the narrative is ten to twenty pages; twenty pages is the maximum length allowed.

6 MANDATORY SUBMISSION REQUIREMENTS

6.1 (M) Letter of Intent

A Letter of Intent must be submitted by December 19th, 2014. The Letter of Intent must be submitted on official letterhead of the ULG and must include; the name, mailing address, telephone number, facsimile number, e-mail address, and name of authorized signer. The letter must identify the RFQ Title and number, and must be signed by an individual authorized to commit to the work proposed. In addition, the letter must include:

- 6.1.1 Identification of the ULG legal entity status and include a Federal Employer Identification Number. The ULG must have the legal right to contract.
- 6.1.2 A statement indicating the ULG acceptance of and willingness to comply with the requirements of the RFQ and attachments.
- 6.1.3 A statement of the ULG compliance with affirmative action and equal employment regulations.

6.1.4 A statement, by submitting its proposal, that the ULG warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

6.1.5 Verification of general liability insurance in excess of \$1,000,000 must be received by the ICOA by the Letter of Intent due date.

6.2 (M) Acknowledgement of Amendments

Each amendment to the RFQ must be acknowledged with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

6.3 (M) Financials

ULG's receiving federal funds in excess of \$500,000, must submit a copy of their most current Single Audit Report. Audit reports must be in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, and the OMB Circular Compliance Supplement and Government Auditing Standards.

Or, for those receiving less than \$500,000 in federal funds, a credit report must be submitted indicating the current credit score with the proposal submission. Stamp or write "Confidential" on each page of the Credit Report with non-releasable information. The information will be held in confidence to the extent that the law allows. The Credit Report must have been established within thirty (30) calendar days of the proposal closing date. In addition, include financial statements for the organizations last two fiscal years.

6.4 (M) Organizational Chart

Provide a one page organizational chart that reflects the departments that will be involved in the implementation of the AAA as well as an overview of the ULG.

6.5 (ME) Narrative

The proposals will be scored based on the completeness of the response to each item listed below. Items discussed in 7.1 should be incorporated into the response.

6.5.1 Include a letter requesting AAA designation from the appropriate elected or appointed government official(s).

- If a city or county government, do you have the support of the majority of elected officials? Provide the names and titles of elected officials and a letter requesting designation.
- As a ULG (not city or county), do you have the support of the majority of your board of directors/council? Provide the names and affiliation of all board or council members and a letter requesting designation.

6.5.2 Describe your capability to administer an Area Agency on Aging.

6.5.3 Describe how you will carry out the responsibilities for administering the AAA in the ten county

Planning and Service Area.

- 6.5.4 Describe in detail how existing staff would be cost allocated to assist AAA operations. For example: fiscal officers, contracts management, human resources, and information technology.

7 OVERVIEW OF OAA AND SSA PROGRAMS AND SERVICES IN IDAHO

7.1 Background Information:

Following is an overview of the AAA responsibilities:

Administrative Functions:

1. Budget and Finance
2. Civil Rights including Equal Employment Opportunity and Americans with Disability Act
3. Planning and Coordination including Advocacy, Outreach, and Aging and Disability Resource Center
4. Contract Management
5. Human Resources

Supportive Services OAA Title III-B:

1. Access Services
 - a. Provided by AAA Staff. Attachment 7 provides an overview of positions.
 - i. Information and Assistance
 - ii. Outreach
 - iii. Coordination and Program Development
 - b. Transportation is contracted through Service Providers
2. In-Home Services
 - a. Contracted through Service providers
 - i. Homemaker
 - ii. Respite
 - iii. Legal Services
3. As a part of the Area Plan, the AAA will determine which supportive services best meet the needs of seniors in the PSA, especially those within the target population. The Area Plan will describe the process used to determine what supportive services are needed.

Congregate Meal Services OAA Title III-C1:

1. Congregate meals are contracted to meal sites. In addition, a contract dietician must approve the congregated meal site menu and provide nutrition education.
2. General information:
 - a. The purpose of the program is—
 - i. to reduce hunger and food insecurity;
 - ii. to promote socialization of older individuals; and
 - iii. to 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.
3. It is expected that this service will be provided throughout the ten counties.

Home Delivered Meals Services OAA Title III-C2:

1. Home delivered meals are contracted to meal sites and providers.

2. General information:
 - a. Primary elements of this program include.
 - i. provide 5 or more days a week at least 1 home delivered meal per day, which may consist of hot, cold, frozen, dried, canned, fresh, or supplemental foods and any additional meals that the recipient of a grant or contract under this subpart elects to provide; and
 - ii. nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal recipients.

Disease Prevention and Health Promotion Services OAA Title III-D:

1. Provide evidence based programs in accordance with the Administration for Community Living guidelines.
2. Services may be provided directly by the AAA or contracted through a service provider.

National Family Caregiver Support Program OAA Title III-E:

1. The AAAs receive funds to provide services to family caregivers of persons 60 and over. This program differs from the other Titles in that services are available to persons of any age who are caregivers. The following support services should be provided.
2. General information:
 - a. Access Services
 - i. Provided by AAA Staff
 - o Information and Assistance
 - o Outreach
 - o Counseling and caregiver training
 - ii. Transportation is contracted through Service Providers
 - b. In-Home Services
 - i. Contracted through Service providers
 - o Home Delivered Meals
 - o Respite
 - o Legal Services

Aging and Disability Resource Centers (ADRC).

1. The AAA will also be required to build an ADRC program. A signed MOU with the ICOA validates this requirement.
2. General information:
 - a. The ICOA serves Idaho's seniors and persons with disabilities by safeguarding their rights, fostering self-sufficiency, providing counseling, and advocating on their behalf. The ICOA provides opportunities for individuals to access a comprehensive array of private and public pay, long term care, support services through "Single Access Points" operated by the ADRC. The AAA imbeds the ADRC program into existing services.
 - b. This service is generally provided by Information and Assistance staff.

Vulnerable Elder Rights Protection OAA Title VII:

1. The Ombudsman Program is provided by AAA staff. The number of staff is determined by a calculation of number of beds in assisting living and nursing facilities. Staff requirements at this time are three (3) Ombudsman.
2. General information:
 - a. identify, investigate, and resolve complaints that:
 - i. are made by, or on behalf of, residents

- ii. relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents (including the welfare and rights of the residents with respect to the appointment and activities of guardians and representative payees), of—
 - o providers, or representatives of providers, of long-term care services;
 - o public agencies; or
 - o health and social service agencies;
 - b. provide services to assist the residents in protecting the health, safety, welfare, and rights of the residents
 - c. inform the residents about means of obtaining services offered by providers or agencies.
 - d. ensure that the residents have regular and timely access to the services provided through the AAA and that the residents and complainants receive timely responses from representatives of the AAA to complaints;
 - e. represent the interests of the residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents;
- 3. Prevention of Elder Abuse, Neglect, and Exploitation. In coordination with the ICOA, carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).
 - a. Additional funding for Ombudsman Program.

ICOA State Programs administered by or through the AAA

- 1. Adult Protection Services are provided by the AAA staff. Currently there are four Adult Protection staff at the interim PSA III office.
- 2. General information:
 - a. Adult Protection programs provide for the safety and protection of vulnerable adults that are, or are suspected to be, victims of abuse, neglect, self-neglect or exploitation by:
 - i. Receiving reports of abuse, neglect, self-neglect or exploitation
 - ii. Investigating allegations and conducting an assessment; and
 - iii. Offering referral to and arranging for provision of emergency or supportive services to reduce or eliminate risk of harm.

Other Federal programs administered through or coordinated with the AAA

- 1. The AAA may be required to participate in other federal programs. Funding is received from federal grants to the ICOA and then issued as pass-through to the AAAs, except for VD-HCBS. Currently, the interim AAA is providing services to include:
 - General information:
 - a. Medicare Improvements for Patients and Providers Act (MIPPA). MIPPA is used to enhance efforts through statewide and local coalition building focused on intensified outreach activities to help beneficiaries likely to be eligible for the Low Income Subsidy program (LIS) and Medicare Savings Program (MSP).
 - b. Veterans Directed Home and Community Based Services (VDHCBS). The program was created in 2008 to give veterans a choice of either entering a nursing home or remaining in their community homes. It provides veterans with a flexible budget to cover their personal care needs, such as help dressing and food preparation. Veterans enrolled in the program can hire their own caregivers, including family and friends. Funds also can be used to purchase appliances or for modifications to their home.
 - c. Idaho Home Choice. The program provides transition management assistance to individuals gaining access to needed medical, social, education, and other services moving from a Medicaid funded institution to a qualified community residence.

8 PROPOSAL REVIEW AND EVALUATION

ICOA's objective in soliciting and evaluating proposals is to ensure a selection that will produce the best possible results for the funds expended.

- 8.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFQ as addressed in **Sections noted with an (M)**. Any proposal (s) not meeting the Mandatory Submission Requirements may be found non-responsive.
- 8.2 The proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFQ with an **(M) or (ME)**. All proposals which are determined to be responsive will continue in the evaluation process outlined in this section.
- 8.3 The proposal will be evaluated and scored by a Proposal Evaluation Committee.
- 8.4 Up to three (3) proposals, with the highest scores after the initial evaluation of the proposal is complete, may be asked to make an oral presentation.
- 8.5 The scores for the proposal and oral presentation will be evaluated as follows:

EVALUATION CRITERIA

Proposal Includes:

Mandatory Submission Requirements (Section 6)

6.1 Letter of Intent	Pass/Fail
6.2 Acknowledgement	Pass/Fail
6.3 Financial	Pass/Fail
6.4 Organizational Chart	Pass/Fail
6.5 Narrative	
6.5.1 Letter Requesting Designation	Pass/Fail
6.5.2 Capability to administer	50 points
6.5.3 Responsibility for ten county area	50 points
6.5.4 Staffing	50 points

Oral Presentations: 50 points

ATTACHMENT 1 - QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR ORGANIZATION'S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question is for in the "RFQ Section" field (column 2). If the question is a general question not related to a specific RFQ section, enter "General" in column 2. If the question is in regards to a Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFQ Section" (column 2), and the attachment page number in the "RFQ page" field (column 3).
3. Do not enter text in column 5 (Response). **This is for the ICOA's use only.**
4. Once completed, this form is to be e-mailed per the instructions in the RFQ. The e-mail subject line is to state the RFQ number followed by "Questions."

RFQ #001 Area Agency on Aging for Planning and Service Area III

Question	RFQ Section	RFQ Page	Question	Response (ICOA use only)
1				
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ATTACHMENT 2 – AREA PLAN ASSURANCES

Older Americans Act, as Amended in 2006

GENERAL ASSURANCES

Each area agency on aging “AAA” must maintain documentation to substantiate compliance with the following assurance items paraphrased from the Older Americans Act of 1965, as amended and published June 15, 1993 and re-authorized in 2006 (the “Act”), from Federal Register publications, from the Idaho State Senior Services Act, or from other federal or state regulations. The Idaho Commission on Aging “ICOA” will review all documentation for adequacy, accuracy and completeness.

By signing this document, the authorized official commits the Area Agency on Aging to performing all listed assurances and required activities.

ASSURANCES

Sec. 306, AREA PLANS

(a) Each area agency on aging designated under section 305(a)(2)(A) shall, in order to be approved by the State agency, prepare and develop an area plan for a planning and service area for a two-, three-, or four-year period determined by the State agency, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with section 307(a)(1). Each such plan shall—

___ (1) provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, or construction of multipurpose senior centers, within the planning and service area covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older individuals with low incomes residing in such area, the number of older individuals who have greatest 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)** residing in such area, the number of older individuals who have greatest social need **(with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas)** residing in such area, **the number of older individuals at risk for institutional placement** residing in such area, and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community, evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or multipurpose senior centers in such area, for the provision of such services or centers to meet such need;

___ (2) provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services—

(A) services associated with access to services (transportation, **health services (including mental health services)** outreach, information and assistance, **(which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible)** and case management services);

(B) in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

(C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

___ (3)(A) designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers (including multipurpose senior centers operated by organizations referred to in paragraph (6)(C)) as such focal point; and

(B) specify, in grants, contracts, and agreements implementing the plan, the identity of each focal point so designated;

___ (4)(A)(i) **(I) provide assurances that the area agency on aging will—**

(aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;

(bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and

(II) include proposed methods to achieve the objectives described in items (aa) and (bb) of subclause (I);

(ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will—

(I) specify how the provider intends to satisfy the service needs of low-income minority individuals, **older individuals with limited English proficiency**, and older individuals residing in rural areas in the area served by the provider;

(II) to the maximum extent feasible, provide services to low-income minority individuals, **older individuals with limited English proficiency**, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, **older individuals with limited English proficiency**, and older individuals residing in rural areas within the planning and service area; and

(iii) with respect to the fiscal year preceding the fiscal year for which such plan is prepared—

- (I) identify the number of low-income minority older individuals in the planning and service area;
 - (II) describe the methods used to satisfy the service needs of such minority older individuals; and
 - (III) provide information on the extent to which the area agency on aging met the objectives described in clause (i);
- (B) provide assurances that the area agency on aging will use outreach efforts that will—
- (i) identify individuals eligible for assistance under this Act, with special emphasis on—
 - (I) older individuals residing in rural areas;
 - (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (IV) older individuals with severe disabilities;
 - (V) older individuals **with limited English proficiency**;
 - (VI) older individuals with Alzheimer’s disease **and related** disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - (VII) older individuals at risk for institutional placement; and**
 - (ii) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance; and
- (C) contain an assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas;
- ___ (5) provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals 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;
- ___ (6) provide that the area agency on aging will—
- (A) take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan;
 - (B) serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals;
 - (C)(i) where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are

children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families;

(ii) if possible regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that-

(I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or

(II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirements under section 676B of the Community Services Block Grant Act; **and**

(iii) make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with 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 and Community Service), in community service settings;

(D) establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, **family caregivers of such individuals**, representatives of older individuals, **service providers, representatives of the business community**, local elected officials, providers of veterans' health care (if appropriate), and the general public, to advise continuously the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan;

(E) establish effective and efficient procedures for coordination of—

(i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and

(ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;

(F) in coordination with the State agency and with the State agency responsible for mental health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental health services (including mental health screenings) provided with funds expended by the area agency on aging with mental health services provided by community health centers and by other public agencies and nonprofit private organizations;

(G) if there is a significant population of older individuals who are Indians in the planning and service area of the area agency on aging, the area agency on aging shall

conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act;

___ (7) provide that the area agency on aging shall, consistent with this section, 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, by—

(A) 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;

(B) conducting analyses and making recommendations with respect to strategies for modifying the local system of long-term care to better—

(i) respond to the needs and preferences of older individuals and family caregivers;

(ii) facilitate the provision, by service providers, of long-term care in home and community-based settings; and

(iii) target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings;

(C) 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

(D) providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to—

(i) the need to plan in advance for long-term care; and

(ii) the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources;

___ (8) provide that case management services provided under this title through the area agency on aging will—

(A) not duplicate case management services provided through other Federal and State programs;

(B) be coordinated with services described in subparagraph (A); and

(C) be provided by a public agency or a nonprofit private agency that—

(i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging;

(ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;

(iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

(iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii);

(9) provide assurances that the area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title;

(10) provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title;

(11) provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as “older Native Americans”), including—

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and

(C) an assurance that the area agency on aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans; and

(12) provide that the area agency on aging will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b) within the planning and service area.

(13) provide assurances that the area agency on aging will—

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary and the State agency—

(i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship;

(C) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;

(D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship; and

(E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

(14) provide assurances that preference in receiving services under this title will not be given by the area agency on aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

(15) provide assurances that funds received under this title will be used—

- (A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and
 - (B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212;
 - (16) provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care; and
 - (17) include 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.
- (b)(1) An area agency on aging may include in the area plan an assessment of how prepared the area agency on aging and service providers 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.
- (2) Such assessment may include—
- (A) the projected change in the number of older individuals in the planning and service area;
 - (B) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural areas, and older individuals with limited English proficiency;
 - (C) an analysis of how the programs, policies, and services provided by such area agency 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; and
 - (D) 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.
- (3) An area agency on aging, in cooperation with government officials, State agencies, tribal organizations, or local entities, may make recommendations to government officials in the planning and service area and the State, on actions determined by the area agency to build the capacity in the planning and service area to meet the needs of older individuals for—
- (A) health and human services;
 - (B) land use;
 - (C) housing;
 - (D) transportation;
 - (E) public safety;
 - (F) workforce and economic development;
 - (G) recreation;
 - (H) education;
 - (I) civic engagement;
 - (J) emergency preparedness; and

(K) any other service as determined by such agency.

- (c) Each State, in approving area agency on aging plans under this section, shall waive the requirement described in paragraph (2) of subsection (a) for any category of services described in such paragraph if the area agency on aging demonstrates to the State agency that services being furnished for such category in the area are sufficient to meet the need for such services in such area and had conducted a timely public hearing upon request.
- (d) (1) Subject to regulations prescribed by the Assistant Secretary, an area agency on aging designated under section 305(a)(2)(A) or, in areas of a State where no such agency has been designated, the State agency, may enter into agreement with agencies administering programs under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act for the purpose of developing and implementing plans for meeting the common need for transportation services of individuals receiving benefits under such Acts and older individuals participating in programs authorized by this title.
- (2) In accordance with an agreement entered into under paragraph (1), funds appropriated under this title 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.
- (e) An area agency on aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.
- (f) (1) If the head of a State agency finds that an area agency on aging has failed to comply with Federal or State laws, including the area plan requirements of this section, regulations, or policies, the State may withhold a portion of the funds to the area agency on aging available under this title.
- (2)(A) The head of a State agency shall not make a final determination withholding funds under paragraph (1) without first affording the area agency on aging due process in accordance with procedures established by the State agency.
- (B) At a minimum, such procedures shall include procedures for—
- (i) providing notice of an action to withhold funds;
 - (ii) providing documentation of the need for such action; and
 - (iii) at the request of the area agency on aging, conducting a public hearing concerning the action.
- (3) (A) If a State agency withholds the funds, the State agency may use the funds withheld to directly administer programs under this title in the planning and service area served by the area agency on aging for a period not to exceed 180 days, except as provided in subparagraph (B).
- (B) If the State agency determines that the area agency on aging has not taken corrective action, or if the State agency does not approve the corrective action, during the 180-day period described in subparagraph (A), the State agency may extend the period for not more than 90 days.

(42 U.S.C. 3026)

AAA Director

Date

Year

Signature and Title of Authorized Official

Name of Applicant or Recipient

Street Address

City, State, Zip Code

ATTACHMENT 3 - FEDERAL AND STATE RULES AND REGULATIONS

Document	Web link (subject to change) and Attachments
The Older Americans Act of 1965, as amended, codified at 42 U.S.C. §§ 3001 et. seq. and the United States Department of Health and Human Services, Administration on Aging regulations promulgated thereunder, as amended from time to time, codified at 45 C.F.R. §§1321.1 et seq. (the “Older Americans Act”);	http://www.aoa.gov/AoARoot/AoA_Programs/OAA/oa_full.asp
State Plan Assurances	http://aging.idaho.gov/Documents/ICOA_State_Plan_2012-2016_(Complete_Draft)_20120615.pdf
Idaho Code Title 67 Chapter 50	http://legislature.idaho.gov/idstat/Title67/T67CH50.htm
Idaho Code §§ 39-5302, 39-5305 and 39-5312, as amended from time to time	http://legislature.idaho.gov/idstat/Title39/T39CH53.htm
IDAPA 15 Title 1, as amended from time to time	http://adminrules.idaho.gov/rules/current/15/index.html
ICOA Program Manual and Attachments, as amended from time to time	http://www.aging.idaho.gov/about/ICOA_Program%20Manual_final_20120430.pdf
ICOA Implementation Guide, ICOA Area Plan Template	http://www.aging.idaho.gov
State Controller Office, Board of Examiners, State Travel Policy and Procedures as amended	http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm#3.%20Allowable%20Expenses
Title 45 – Public Welfare, Code of Federal Regulations – Department of Health and Human Services Part 74 and Part 92 including all certifications and assurances	http://www.access.gpo.gov/nara/cfr/waisidx_10/45cfrv1_10.html
Administration on Aging (AoA) reporting requirements for National Aging Program Information System (NAPIS)	http://www.aoa.gov/AoARoot/Program_Results/docs/StateProgramReportForm053110.pdf
Idaho State Purchasing Guidelines	http://purchasing.idaho.gov/
Office of Management and Budget Circulars A-87 Cost Principles for State and Local Governments	http://www.whitehouse.gov/omb/circulars_default
Office of Management and Budget Circulars A-122 Cost Principles for Nonprofit Organizations for use by nonprofit grantees	http://www.whitehouse.gov/omb/circulars_default
Office of Management and Budget Circulars A-110 Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (for use by nonprofit grantees)	http://www.whitehouse.gov/omb/circulars_default
Office of Management and Budget Circulars A-133 Audit Requirements; Non-Profit Organizations Receiving Federal Award	http://www.whitehouse.gov/omb/circulars_default

ATTACHMENT 4 – ADMINISTRATIVE COSTS

(4) ADMINISTRATIVE COSTS.—For purposes of this title, administrative costs are the costs, both personnel-related and nonpersonnel-related and both direct and indirect, associated

(A) The costs of performing general administrative functions and of providing for the coordination of functions, such as the costs of—

- (i) accounting, budgeting, and financial and cash management;
- (ii) procurement and purchasing;
- (iii) property management;
- (iv) personnel management;
- (v) payroll functions;
- (vi) coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
- (vii) audits;
- (viii) general legal services;
- (ix) developing systems and procedures, including information systems, required for administrative functions;
- (x) preparing administrative reports; and
- (xi) other activities necessary for the general administration of government funds and associated programs.

(B) The costs of performing oversight and monitoring responsibilities related to administrative functions.

(C) The costs of goods and services required for administrative functions of the project involved, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.

(D) The travel costs incurred for official business in carrying out administrative activities or overall management.

(E) The costs of information systems related to administrative functions (such as personnel, procurement, purchasing, property management, accounting, and payroll systems), including the purchase, systems development, and operating costs of such systems.

(F) The costs of technical assistance, professional organization membership dues, and evaluating results obtained by the project involved against stated objectives.

ATTACHMENT 5 - BUDGET TEMPLATE

Service	Grant	SFY 2016 Budget	Full Time Equivalent	Salary/Wages	Travel	Equipment	Supplies	Contractual	Other	SFY 2016 Budget Distribution
Federal AAA ADMIN	III B, IIIC1, IIIC2, E		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III B Coordination and Development	III B		-	-	-	-	-	-	-	\$ -
III B Ombudsman III B	III B		-	-	-	-	-	-	-	\$ -
III B Information and Assistance	III B		-	-	-	-	-	-	-	\$ -
III B Transportation	III B		-	-	-	-	-	-	-	\$ -
III B Assistive Transportation	III B		-	-	-	-	-	-	-	\$ -
III B Legal Assistance	III B		-	-	-	-	-	-	-	\$ -
III B Outreach	III B		-	-	-	-	-	-	-	\$ -
III B Homemaker	III B		-	-	-	-	-	-	-	\$ -
III B Respite	III B		-	-	-	-	-	-	-	\$ -
III B Chore	III B		-	-	-	-	-	-	-	\$ -
III B Case Management	III B		-	-	-	-	-	-	-	\$ -
III B Home Modification	III B		-	-	-	-	-	-	-	\$ -
III B Dental	III B		-	-	-	-	-	-	-	\$ -
III B Employment	III B		-	-	-	-	-	-	-	\$ -
III B Adult Day Care	III B		-	-	-	-	-	-	-	\$ -
III B Health Promotion III B	III B		-	-	-	-	-	-	-	\$ -
Total III B Services	III B		-	-	-	-	-	-	-	\$ -
Total III C1 Congregate Meals	III C1		-	-	-	-	-	-	-	\$ -
Total III C2 Home Delivered Meals	III C2		-	-	-	-	-	-	-	\$ -
Total III D Preventative Health	III D		-	-	-	-	-	-	-	\$ -
Family Caregiver for 60 +	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 1 Information Services: Public Information	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 2 Access Assistance: Outreach	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 2 Access Assistance: I & A	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 2 Access Assistance: Case Management	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 2 Access Assistance: Transportation	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 2 Access Assistance: Assisted Transportation	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 3 Counseling: Individual Counseling	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 3 Counseling: Support Groups	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 3 Counseling: Caregiver Training	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 4 Respite: In-Home Respite	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 4 Respite: Adult Day Care	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 4 Respite: Institutional Respite	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 4 Respite: Direct Payment	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 5 Supplemental: Nutrition	III E		-	-	-	-	-	-	-	\$ -
III E FC 55 5 Supplemental: Legal Assistance	III E		-	-	-	-	-	-	-	\$ -
Caregiver for 60+ subtotal	III E		-	-	-	-	-	-	-	\$ -
Family Caregiver for Children	III E		-	-	-	-	-	-	-	\$ -
III E FCC 1 Information Services: Public Information	III E		-	-	-	-	-	-	-	\$ -
III E FCC 2 Access Assistance: Outreach	III E		-	-	-	-	-	-	-	\$ -
III E FCC 2 Access Assistance: I & A	III E		-	-	-	-	-	-	-	\$ -
III E FCC 2 Access Assistance: Case Management	III E		-	-	-	-	-	-	-	\$ -
III E FCC 2 Access Assistance: Transportation	III E		-	-	-	-	-	-	-	\$ -
III E FCC 2 Access Assistance: Assisted Transportation	III E		-	-	-	-	-	-	-	\$ -
III E FCC 3 Counseling: Individual Counseling	III E		-	-	-	-	-	-	-	\$ -
III E FCC 3 Counseling: Support Groups	III E		-	-	-	-	-	-	-	\$ -
III E FCC 3 Counseling: Caregiver Training	III E		-	-	-	-	-	-	-	\$ -
III E FCC 4 Respite: All Types	III E		-	-	-	-	-	-	-	\$ -
III E FCC 5 Supplemental: Nutrition	III E		-	-	-	-	-	-	-	\$ -
III E FCC 5 Supplemental: Legal Assistance	III E		-	-	-	-	-	-	-	\$ -
Caregiver for Children subtotal	III E		-	-	-	-	-	-	-	\$ -
Total III E Family Caregivers	III E		-	-	-	-	-	-	-	\$ -
Total VII Ombudsman	VII		-	-	-	-	-	-	-	\$ -
TOTAL FEDERAL			-	\$ -	\$ -	-	-	-	-	\$ -

ATTACHMENT 5 - BUDGET TEMPLATE

Service	Grant	SFY 2016 Budget	Full Time Equivalent	Salary/Wages	Travel	Equipment	Supplies	Contractual	Other	SFY 2016 Budget Distribution
STATE FUNDS		SFY 2016 Budget	Full Time Equivalent	Salary/Wages	Travel	Equipment	Supplies	Contractual	Other	-
STATE FUNDS: AAA ADMIN	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Homemaker	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Home Delivered Meals	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: FC HD Meals	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Chore	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Case Management	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: FC Case Management	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Ombudsman	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Respite	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Adult Protection	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Adult Day Care	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Congregate Meals	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Transportation	State		-	-	-	-	-	-	-	\$ -
TOTAL STATE FUNDS			-	-	-	-	-	-	-	\$ -
Total Budget			-	-	-	-	-	-	-	\$ -

Minimum/Maximum Budget Requirements

FEDERAL AND STATE BUDGET TITLE III	Dollar Req.	Requirement	SFY 2015 Budget		Req Meet Y/N	Percentage	Over/Short
			Distribution				
Adult Protection	\$ -	15%	\$ -	-	Yes	0	\$ -
Case Management			\$ -	-		0	
Ombudsman (Not including Title VII)	\$ -	5%	\$ -	-	Yes	0	\$ -
AAA Federal Admin	\$ -	10%	\$ -	-	Yes	0	\$ -
AAA State Admin	\$ -	10%	\$ -	-	Yes	0	\$ -
Information and Assistance			\$ -	-		0	
Coordination/Program Development	\$ -	2%	\$ -	-	Yes	0	\$ -
Health Promotion			\$ -	-		0	
FC Counseling			\$ -	-		0	
Outreach			\$ -	-		0	
Home Delivered Meals			\$ -	-		0	
Congregate Meals			\$ -	-		0	
Total Home Delivered/Congregate Meals	\$ -	37%	\$ -	-	Yes	0	\$ -
Homemaker*	\$ -	2%	\$ -	-	Yes	0	\$ -
Respite*	\$ -	2%	\$ -	-	Yes	0	\$ -
Transportation*	\$ -	2%	\$ -	-	Yes	0	\$ -
Total Homemaker, Respite and Transportation	\$ -	15%	\$ -	-	Yes	0	\$ -
Chore			\$ -	-		0	
Home Modification			\$ -	-		0	
Dental			\$ -	-		0	
Employment			\$ -	-		0	
FC Legal Assistance			\$ -	-		0	
Legal Assistance	\$ -	3%	\$ -	-	No	0	\$ -
TOTAL FEDERAL AND STATE BUDGET			\$ -	-		0	
TITLE VII			\$ -	-			
TOTAL FEDERAL AND STATE TITLE III & VII BUDGET			\$ -	-			

Red = Maximum Percentage

Blue = Minimum Percentage

* Homemaker, Respite, Adult Day Care and Transportation must equal 15% of the Total Budget and 2% minimum per services

ATTACHMENT 6 - AAA PERFORMANCE BASED CONTRACT

For the purpose of planning, developing, and implementing services under the Older Americans Act and the Idaho Senior Services Act, this AAA Performance Based Contract (“Contract”), is entered into by the Idaho Commission on Aging, a State Agency, (“ICOA”), (“Multipurpose Agency”), and the Area Agency on Aging (the “AAA”).

The AAA is a separate organizational unit within the Multipurpose Agency which functions only for the purpose of serving as the Area Agency on Aging that plans, develops, and implements services for older persons within the Planning and Service Area as defined in IDAPA 15.01.20.010.02.

I. RECITALS

ICOA enters into this Contract under the legal authority granted to it by the United States Department of Health and Human Services, Administration for Community Living, Administration on Aging regulations promulgated as the Older Americans Act of 1965 (“OAA”), as amended in 2006, and state-funded programs serving older Idahoans.

Pursuant to Idaho Code 67-5003 the Idaho commission on aging administrator and staff shall carry out the following powers and duties, in consultation with the commissioners:

- (1) Serve as an advocate within state government and the community for older Idahoans;*
- (2) Serve as an advisory body regarding state legislative issues affecting older Idahoans;*
- (3) In accordance with chapter 52, title 67, Idaho Code, promulgate, adopt, amend and rescind rules related to programs and services administered by the commission;*
- (4) Enter into funding agreements as grants and contracts within the limits of appropriated funds to carry out programs and services for older Idahoans;*
- (5) Conduct public hearings and evaluations to determine the health and social needs of older Idahoans, and determine the public and private resources to meet those needs;*
- (6) Designate "planning and service areas" and area agencies on aging in accordance with the OAA and federal regulations promulgated thereunder. The commission shall review the boundaries of the "planning and service areas" periodically and shall change them as necessary;*
- (7) Submit a report to the governor and the legislature of its accomplishments and recommendations for improvements of programs and services for older Idahoans;*
- (8) Administer and perform any other related functions or activities assigned to the commission by the governor.*

Pursuant to Idaho 67-5008 and 67-5011, the Commission shall upon reviewing recommendations from local area councils on aging, as required by the Older Americans Act of 1965, as amended, allocate to local designated area agencies grants or contracts. Contracts will be entered into for the purposes as defined in ICOAs Senior Services State Plan for Idaho as updated.

II. AGREEMENT

In consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

A. Scope of Services

1. Term. This Contract commences July 1, 2014 and expires June 30, 2015.
2. Duties.
 - b. AAA: During the term of this Contract, the AAA shall:
 - i. Administer the approved AAA Area Plan within the geographic region delineated in the plan,
 - ii. Comply with all governing state and federal laws in the administration and management of the state and federal programs identified in the documents set forth in full text in Attachment A incorporated herein.
 - iii. Adhere to all requirements as set forth in the ICOA Review Toolkit as specified in Attachment A.
 - iii. Submit a four (4) year Area Plan annual update by October 15, 2014. The annual update shall be submitted in a uniform format prescribed by the ICOA to meet the requirements of the OAA and all pertinent federal regulations.
 - iv. Adhere to all requirements as set forth in the ICOA Program Manual and ICOA Implementation Guides as listed in Attachment A. The AAA will utilize ICOA methods as they are described in documents or taught in training courses, and implement services in a manner consistent with the intent of these methods and materials to preserve validity and consistency of services statewide.
 - v. In accordance with IDAPA 15.01.20.041, on behalf of all older persons in the service area the AAA shall assume the lead role relative to aging issues. In accordance with the OAA and all pertinent federal regulations and ICOA policies and procedures, the AAA shall serve as the public advocate for the development and enhancement of comprehensive, coordinated community-based service systems within each community throughout the service area.

B. Disbursement and Expenditure of Funds

3. Disbursement of Funds. ICOA will disburse State and Federal funds according to the ICOA estimated budget template for the current State Fiscal year, incorporated herein as Attachment B, subject to and contingent upon the continuing availability of State and Federal funds.
7. Budget Expenditure Guidelines. The AAA will:
 - a. Expend the funds within the minimum and maximum amounts as identified in Attachment B.

- b. Provide non-federal share match funding as required by OAA and specified in Attachment B.
 - c. Request reimbursement using the invoices and dates specified in the ICOA Program Manual and any Addendums. Invoices must be allowable, complete, and accurate to receive payments.
8. Allowable Costs. The AAA will follow federal and state guidelines for allowable costs as referenced in IDAPA 15.01.20.066, applicable federal regulations and federal Office of Management and Budget circulars and ICOA Program Manual, as incorporated in Attachment A, and shall require all service subcontractors to also follow these guidelines.
9. Administrative Costs. 10% of the AAA State and Federal allocation administrative costs are the costs, both personnel-related and non-personnel-related and both direct and indirect, associated
- a. The costs of performing general administrative functions and of providing for the coordination of functions, such as the costs of—
 - (i) accounting, budgeting, and financial and cash management;
 - (ii) procurement and purchasing;
 - (iii) property management;
 - (iv) personnel management;
 - (v) payroll functions;
 - (vi) coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
 - (vii) audits;
 - (viii) general legal services;
 - (ix) developing systems and procedures, including information systems, required for administrative functions;
 - (x) preparing administrative reports; and
 - (xi) other activities necessary for the general administration of government funds and associated programs.
 - b. The costs of performing oversight and monitoring responsibilities related to administrative functions.
 - c. The costs of goods and services required for administrative functions of the project involved, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.
 - d. The travel costs incurred for official business in carrying out administrative activities or overall management.
 - e. The costs of information systems related to administrative functions (such as personnel, procurement, purchasing, property management, accounting, and payroll systems), including the purchase, systems development, and operating costs of such systems.
 - f. The costs of technical assistance, professional organization membership dues, and evaluating results obtained by the project involved against stated objectives.

10. Payment Recoupment. The AAA will reimburse ICOA within thirty (30) days or the ICOA may deduct from future reimbursements the following:
- a. Any amounts received by the AAA for services which have been inaccurately reported or are found to be unallowable.
 - b. Any amounts paid by ICOA for which the AAA books, records, and other documents are not sufficient to clearly substantiate that those amounts were used to perform allowable services.
 - c. Any amounts identified as a financial audit exception.

C. Terms and Conditions

11. Records.

- a. The AAA shall maintain all records required by the OAA, the ICOA Program Manual, this Contract, and all documents set forth in full text in Attachment A, as well as any audits of its programs or services and all records related to subcontractors under this Contract (collectively the "Records"). The AAA shall maintain the Records in accordance with the ICOA Program Manual requirements. The AAA shall provide access to the Records to ICOA or its designee within three (3) days of request.
- b. The AAA shall ensure that subcontractors maintain, or deliver to the AAA to maintain, all records required by the OAA, the ICOA Program Manual, this Contract, and all documents set forth in full text in Attachment A, as well as any audits of its programs or services (the "Subcontractor Records"). The AAA shall ensure that the subcontractors provide access to the Subcontractor Records to ICOA or its designee upon request.
- c. ICOA shall be the sole and exclusive owner of all Records and Subcontractor Records. The AAA shall ensure that all subcontractors acknowledge and agree to ICOA ownership of such records. Release, publication, or use of all data is at the sole discretion of the ICOA.

12. Independent Contractor. The AAA shall be an independent contractor and not that of an agent or employee of the state. The AAA shall have no authorization, express or implied, to bind the State of Idaho or the ICOA to any contract, settlement, or liability. The AAA shall be responsible for paying all employment-related taxes and benefits including federal and state income tax withholding, Social Security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and other required expenses necessary to legally hold itself out as an independent contractor. In addition to the indemnification provision set forth in Paragraph 18, the AAA shall indemnify the ICOA and hold it harmless from any and all claims for taxes, penalties, attorneys' fees and costs assessed against ICOA or the state arising out of the AAA's failure to pay such taxes, fees or contributions.

13. Assignment and Subcontracting.

- a. The AAA shall neither assign nor transfer, entirely or in part, the rights and obligations derived from this Contract without the express and prior authorization of the ICOA.
- b. The AAA will follow State, Federal, or agency's purchasing guidelines, whichever is most restrictive.
- c. The AAA shall ensure all subcontracts or assignments are made in writing and in a form and substance acceptable to the ICOA per the ICOA Review Guidelines provide in Attachment A.
- d. The AAA shall monitor and perform assessments of subcontractors as provided in Chapter 4 of the ICOA Program Manual, Attachment A.
- e. The AAA shall ensure nutrition providers comply with all state and local fire, health, sanitation, safety, building, and zoning laws, ordinances, or codes on an annual basis.
- f. No clause of the agreements between the AAA and their subcontractors shall constitute a contractual bond between the AAA and the ICOA, or between the ICOA and the subcontractors of the AAA, nor shall they exempt the AAA from any obligations under this Contract. The AAA is responsible, without recourse to ICOA, for the satisfaction of all contractual and administrative issues arising out services subcontracted pursuant to this Contract, including but not limited to, request, evaluation, or award of bids, disputes, claims, protests, or any other matters related to the subcontract.
- g. AAA are not permitted to assign nor transfer, entirely or in part, the rights and obligations derived from an agreement between the AAA and the subcontractor as assignments may be subject to Federal Procurement rules.

14. Confidentiality. Except as may be required by applicable law or pursuant to a valid order in a governmental or judicial proceeding or inquiry, the AAA shall not disclose any confidential information related to services provided pursuant to this Contract. The AAA shall ensure that any subcontractor authorized to perform AAA's duties under this Contract complies with this confidentiality provision. This confidentiality obligation shall survive termination of this Contract. Confidential information shall include, but is not limited to, reports, records and data generated by the ICOA or the AAA, stored in the ICOA Management Information System or obtained by the AAA during the course of its duties pursuant to this Contract.

15. Lobbying.

In accordance with Idaho Code 67-6602, "Lobby" and "lobbying" each means attempting through contacts with, or causing others to make contact with, members of the legislature or legislative committees or an executive official, to influence the approval, modification or rejection of any legislation by the legislature of the state of Idaho or any committee thereof or by the governor or to develop or maintain relationships with, promote goodwill with, or entertain members of the legislature or executive officials. "Lobby" and "Lobbying" shall also mean communicating with an executive official for the purpose of influencing the consideration, amendment, adoption or rejection of any rule or rulemaking as defined in section 67-5201, Idaho Code, or any ratemaking decision, procurement, contract, bid or bid process, financial services agreement, or bond issue. Neither "lobby" nor "lobbying" includes an association's or other organization's act of

communicating with the members of that association or organization; and provided that neither "lobby" nor "lobbying" includes communicating with an executive official for the purpose of carrying out ongoing negotiations following the award of a bid or a contract, communications involving ongoing legal work and negotiations conducted by and with attorneys for executive agencies, interactions between parties in litigation or other contested matters, or communications among and between members of the legislature and executive officials and their employees, or by state employees while acting in their official capacity or within the course and scope of their employment

14. Termination.

- a. Fiscal Necessity. This Contract may be terminated by ICOA for insufficient funding as set forth below:
 - i. ICOA reserves the right to terminate or modify this Contract, or any order placed under it, in whole or in part, if, in its sole judgment, the Idaho Legislature fails, neglects or refuses to appropriate sufficient funds as may be required for ICOA to continue payments or requires any return or "give-back" of funds required for ICOA to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdback in ICOA's spending. Any such termination or modification shall take effect on thirty (30) days notice to the AAA by ICOA and be otherwise effective as provided in this Contract. The AAA understands and agrees that ICOA's payments provided for under this Contract shall be paid from legislative appropriations.
 - ii. Payment under this Contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. In the event that such funds, or any part of such funds, become unavailable or insufficient as determined by ICOA, ICOA may immediately terminate this Contract or amend it accordingly.
- b. Termination for Cause. This Contract may be terminated by either party effective thirty (30) days after written notice upon the occurrence of any of the following events:
 - i. Failure to perform in accordance with any of the terms of this Contract and such failure remains uncured for a period of 30 (thirty) days after written notice thereof is sent to the other party;
 - ii. Violation of state or federal law, rule or regulation, or the requirements contained in this Contract; or
 - iii. Withdrawal of designation as an Area Agency on Aging.
- c. Effect of Termination. In the event either party terminates this Contract, ICOA shall have no further liability to AAA, except to pay the AAA compensation, if any, for services performed by the AAA prior to such termination. In the event of default by either party, the party not in default may, at its election, enforce any one or any combination of remedies for such breach available at law or in equity.

15. Continuity of Services. The AAA recognizes that the services under this Contract are vital to the ICOA and must be continued without interruption. The AAA further recognizes that upon Contract expiration or termination, a successor, either the ICOA or another entity, may continue services within the PSA. Upon notification of termination the AAA must provide a transition plan subject to the approval of the

ICOA that minimizes any negative effects to the consumers and provide for an orderly and controlled transition to the ICOA. The transition plan shall include, but is not limited to, the following: tasks and subtasks for transition, schedule for transition, transfer of data, personal property, and transfer of documentation, files or other records.

16. Modification. ICOA may modify this Contract unilaterally. Amendments to this Contract for the instances below shall be in writing, signed by both parties identified in the Contract.
 - a. Upon occurrence of the circumstances described in Paragraph 14 a. Fiscal Necessity.
 - b. To provide additional funding to the AAA.
 - i. Additional funding will be provided by an Addendum issued by ICOA.
 - ii. Addendums may include an additional scope of work, outcomes, reporting requirements, match requirements, and other additional requirements not identified within this Contract.

17. Waiver. Failure of ICOA to insist upon strict performance of any of the covenants and conditions of this Contract or to exercise any right herein conferred, in any one or in all instances, shall not be construed to be a waiver of the Contract, waiver of OAA requirements, or relinquishment of any such right, covenant or condition, and it shall remain in full force and effect unless a waiver is evidenced by the prior written consent of ICOA.

18. Indemnity and Insurance. Prior to performing any services under this Contract, the AAA shall provide certificates of insurance required herein to the ICOA. Failure to provide the required certificates of insurance shall constitute a default under this Contract and upon such failure the ICOA may, at its option, terminate this Contract as provided herein. Insurance required by this Paragraph shall name ICOA as an additional insured and shall be issued by insurers licensed and admitted in Idaho or through governmental self-insurance plans and shall be approved by the ICOA. Insurance certificates shall provide for thirty (30) days' written notice to the ICOA of cancellation or material change of such insurance. Indemnification. The AAA will indemnify and hold harmless the State of Idaho and the ICOA, and their officers, agents and employees from and against any and all loss, damages, injury, liability, and claims for personal injury or death, damages to personal property, damages to real property, or other injury or damage, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) caused by, arising out of, directly or indirectly, the performance of this Contract by the AAA. The AAA agrees to indemnify and hold the State of Idaho and the ICOA harmless from any claim or demand, including reasonable attorneys' fees, made by any third party in connection with or arising out of directly or indirectly, the performance of this Contract by the AAA.
 - b. Insurance. For the term of this Contract and until all services specified in this Contract are completed, the AAA shall maintain in force, at its own expense, the following insurance:

- i. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If appropriate for service, coverage must also include medical and professional liability for employed nurses, doctors or any professionals who administer the product. Coverage must also include unlimited defense coverage in addition to the limits of liability.
 - ii. Commercial Automobile and Commercial Umbrella Liability Insurance. AAA shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - iii. The Commercial Umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
 - iv. The AAA and their subcontractor(s), if any, and all employers providing work, labor or materials under this Contract, are subject employers under the Idaho Workers' Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation coverage, which requires the AAA to provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.
 - v. Professional Errors and Omissions insurance for case management and adult protection staff.
18. Notices. All notices or demands under this Contract are deemed to have been fully given or made when made in writing and transmitted electronically or deposited in the United States mail, addressed as set forth below, which addresses may be changed from time to time by providing written notice to the other party as provided herein.
19. Governing Law. This Contract will be governed and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Contract.
20. Entire Agreement. This Contract together with all Attachments is the complete and exclusive Contract between the parties, and supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Contract. The final interpretation of all applicable laws, rules, and regulations will be at the discretion of the ICOA.

21. Fees and Costs of Enforcement. In the event that either party to this Contract shall enforce any of the provisions hereof in any action at law or in equity, the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorneys' fees, incurred therein.
22. Officials, Agents, and Employees Not Personally Liable. In no event shall any official, officer, employee or agent of ICOA or the State of Idaho be in any way personally liable or responsible for any covenant or Contract herein contained, whether express or implied, nor for any statement, representation or warranty made herein or in any way connected with this Contract.
23. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
24. Legal Authority. The AAA assures and certifies by its signature set forth below that it possesses legal authority to enter into this Contract and authorizes the persons identified as the official representative the AAA to sign this Contract on behalf the organization and its affiliates.
25. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which together will be an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties have entered this Contract as o

MULTIPURPOSE ORGANIZATION

Signature: _____

Electronic Address Good for Service: _____

AREA AGENCY ON AGING

Signature: _____

Electronic Address Good for Service: _____

ICOA

Idaho Commission on Aging

P. O. Box 83720

Boise, ID 83720-0007

Signature: _____

Electronic Address Good for Service: ICOA@aging.idaho.gov

ATTACHMENT 7 - INTERIM ORGANIZATIONAL CHART OF PSA III FULL TIME EMPLOYEE (FTE) BY FUNDING

