



**STATE OF IDAHO**

**THE IDAHO COMMISSION ON AGING**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**Area Agency on Aging for Planning and Service Area III  
RFQ #002**

Issue Date: 08/10/2015

Letter of Intent Due: 09/02/2015

RFQ Due Date: 10/09/2015

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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>
Pre-Proposal Conference:	Tuesday, August 25th at 10 A.M. Mountain Time
Pre-Proposal Conference Location:	Second Floor of the Idaho Commission for the Blind Building, 341 W. Washington, Boise, ID 83702
Deadline to Submit Letter of Intent:	Wednesday, September 2, 2015
Deadline To Receive Questions:	Friday, September 18th, 2:00 p.m. Mountain Time
RFQ Closing Date:	<b>October 9, 2015 3:00 p.m. Mountain Time</b>
Initial Term of Contract and Renewals:	All Area Agency on Aging Performance Based Contracts are subject to non-competitive renewal annually on July 1 <sup>st</sup> .

## 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) that plans, develops, and implements services for older persons within a ten county Planning and Service Area in southwest Idaho, identified as PSA III. The AAA would operate only for the purpose of implementing Older Americans Act (OAA) and Idaho State Senior Services Act (SSA) services.

### 2.2 Eligibility

This Request for Qualifications is only open for ULGs whose boundaries are within the PSA. A Unit of General Purpose Local Government is defined as any city, county, taxing district or other political subdivision of state government with a governing body.

It is expected that ULGs will be experienced in complying with federal and state rules and regulations. ULGs must have the ability to assess, plan, and develop services for a specific target population. The AAA will be expected to provide services in all ten counties of the PSA. This includes, but is not limited to: managing and contracting fiscal resources to vendors, providing marketing and outreach, collaborating and partnering with community organizations, and developing intergenerational information technology systems that allow consumers to access information and services through different communication mediums (on-line services, social media, web presence). The ULG should have experience in project management and service implementation as well as internal Administration staff that can monitor the AAA operations.

### 2.3 General Overview of Duties

The ICOA designates PSAs throughout Idaho based on the geographical distribution of older individuals, economic and social factors, “access to” and “availability of” supportive and nutrition services, legal assistance and multipurpose senior centers. Within the PSA, ICOA designates an AAA to develop an Area Plan, create an advisory council and implement services through contracts or direct operations in accordance with ICOA’s Senior Services State Plan for Idaho.

The AAA also is part of a network of agencies that coordinates a “No Wrong Door” approach for all consumers to access (private or public pay) aging and disability resources and services available to Idahoans over the age of 60, their families, vulnerable adults aged 18 and older, and persons with disabilities. Below is a list of OAA and SSA services that the AAAs are authorized to provide in accordance to ICOA’s State Plan and in compliance with OAA and SSA requirements:

- AAA Operated:
  - Information and Assistance
  - Ombudsman
  - Adult Protection
  - Outreach and Education
  - Case Management (very limited basis)
  - Medicare Improvement for Patients and Providers Act (MIPPA) (Discretionary funding from ICOA is provided)
  - Veterans Directed Home and Community Based Services (Self-funded through the Veterans Health Administration)
- Contracted Services
  - Transportation

- Homemaker
- Chore
- In-home Respite
- Adult Day Care
- Legal Assistance
- Congregate Meals
- Home Delivered Meals
- Disease Prevention and Health Promotion Services
- National Family Caregiver Support Program

The detailed description for the above services may be found on ICOA's website

<http://www.aging.idaho.gov/Documents/documents.html>. Near the bottom of the webpage click on the "ICOA Program Manual".

#### **2.4 AAA Operational Requirements**

The ICOA is currently operating the interim AAA while seeking a qualified ULG. After AAA designation, the ICOA will transition operations to the oversight of the ULG. The existing operation consists of State Fiscal Year 2016 (SFY16) budget, provider contracts that end June 30, 2016, capital items (furniture, computers, and vehicles), trained staff, and building lease through August 2016. As part of this RFQ, the ULG will be required to provide staff to lead a transition, identify transition milestones, and create timelines that account for internal decisions, operational setup and implementation. Please refer to the overview of the current AAA programs and further detailed operational information for the ULG in Attachments 7 and 8.

#### **2.5 Available Funding**

All funding is contingent upon yearly Federal and State appropriations. All funds received must be expended in accordance with Federal and State guidelines (Attachment 2 and 3); The SFY16 allocation for PSA III is \$3,165,560. ICOA has budgeted \$2,922,758 of the \$3,165,560 allocation (Attachment 5). The current budget does not reflect the total available Administrative cost. Administrative expenses have a maximum funding requirement of 10% (\$316,000 for SFY 2016). Administrative funds may be used for indirect/direct ULG administrative resources (i.e. HR, accounting, contract oversight) and the AAA administrative costs (i.e. Director, Admin. Assistant, etc.). A detailed explanation of allowable Administrative Costs is included in Attachment 4.

ICOA will assist the AAA to develop a budget for SFY17. The ULG is required to have accounting software with the ability to track staff time and expenses per program category including accounts payable/receivable. Once the ULG is designated as an AAA, yearly funding is expected to remain consistent. AAAs have been operating in Idaho with OAA and SSA funding for over 30 years.

### **3 PRE-PROPOSAL CONFERENCE AND QUESTIONS**

#### **3.1 Pre-Proposal Conference**

The Pre-Proposal Conference will allow an opportunity for ULGs to ask questions regarding the RFQ. Oral discussions at the Conference shall not be considered part of the RFQ unless confirmed in writing by the ICOA. Questions will receive a response in writing using the method described in Section 3.2. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. The conference may be recorded.

Any ULG considering developing a proposal is highly encouraged to attend the conference. The conference will be

held on Tuesday, August 25th at 10 A.M. Mountain Time, on the second floor of the Idaho Commission for the Blind Building, 341 W. Washington, Boise, ID 83702. Personal attendance only, no webinar or telephonic attendance will be available.

If you intend to participate, please contact Vicki Yanzuk at 208-577-2847 or [vicki.yanzuk@aging.idaho.gov](mailto:vicki.yanzuk@aging.idaho.gov) no later than Friday, August 21, 2015

### **3.2 RFQ Questions**

Written questions regarding the RFQ must be submitted using Attachment 1 by Friday, September 18th, 2:00 p.m. Mountain Time. In the event that it becomes necessary to revise any part of this RFQ, amendments 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 will not be relied upon.

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

Vicki Yanzuk, Grants and Contracts Officer  
341 W. Washington 3<sup>rd</sup> Floor  
Boise, ID 83702

E-mail: [vicki.yanzuk@aging.idaho.gov](mailto:vicki.yanzuk@aging.idaho.gov)

### **3.3 Termination**

The ICOA shall have the right to terminate the RFQ at its discretion.

## **4 MANDATORY SUBMISSION REQUIREMENTS**

### **4.1 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.

### **4.2 (M) Letter of Intent received by September 2, 2015**

The Letter of Intent must be submitted by e-mail or postal mail 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. Confirmation of receipt by ICOA is responsibility of the ULG. 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:

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

### **4.3 Proposal received by October 9, 2015**

4.3.1 (M) Information Form: The ULG must complete the Information Form included as Attachment 9. The form will not be counted as part of the 20 page narrative response limit. The Information Form must be

completely filled out including an original signature and submitted as the cover sheet to the proposal.

4.3.2 (M) Administrative Cost Limits: The available administrative cost for this RFQ is 10% or \$316,000. ULGs must submit a statement stating based on allowable expenditures for Administration in Attachment 4, the ULG can provide the Administrative services to oversee and manage the AAA.

Note: In general, program costs are not included in the Administrative budget. For example: Adult Protection staff member's salaries, benefits, rent, operating costs, equipment etc. are NOT associated with Administrative costs but are considered program costs.

4.3.3 (M) Financials: ULG's that currently receive federal or state 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. Only one copy of the Audit report needs to be submitted with the proposal.

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.

4.3.4 (M) Organizational Chart: Provide a current, administration, organizational chart(s) that reflects the departments/divisions within the ULG including the department that will directly oversee the AAA.

4.3.5 (ME) Narrative: The proposals will be scored based on the completeness of the response to each item listed below:

*A. Capacity*

1. Describe your experience complying with federal and state rules and regulations.
2. Describe your ability to assess, plan, develop services for a specific target population.
3. Provide a description of your experience in project management and service implementation.
4. Describe your experience managing and contracting fiscal resources to multiple counties.
5. Does your accounting software's have the ability to track staff time and expenditures? Please explain and provide an example.

*B. Transitional Planning*

1. Identify key staff to lead the transition.
2. What steps are necessary for you to establish a new division within the ULG?
3. Identify transition milestones with timelines that accounts for internal decisions, operational setup and implementation.

*C. Operational Setup per Attachment 8. Describe the following:*

1. The ULGs internal Administration staff and positions that would oversee the AAA operations.
2. A proposed staffing plan for AAA operations.
3. The ULG's IT/communications system transition needs based on existing IT communication system.

*D. Coordination and Collaboration*

1. Describe your experience developing intergenerational information technology systems that allow consumers to access information and services through different communication mediums. (on-line services, social media, web presence).
2. Describe any current programs that provide marketing and outreach to multiple counties.
3. Describe any current collaborations or partnerships with community organizations within multiple counties.

## **5 PROPOSAL FORMAT INSTRUCTIONS AND SUBMISSION REQUIREMENTS**

### **5.1 Format**

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.

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 response 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 single sided pages; twenty pages is the maximum length allowed.

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

### **5.2 Submission of Proposals**

Hard copy proposals must be submitted as follows:

- The proposals must be addressed to the RFQ Lead identified in Section 1, and clearly marked "PROPOSAL – RFQ 002 Area Agency on Aging for Planning and Service Area III."
- One (1) hard copy with original signatures and five (5) additional hard copies must be submitted.
- One (1) Adobe pdf. electronic copy of the proposal on CD or USB device must be submitted. 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.

### **5.3 Rejection of a Proposal**

The ICOA may reject and not evaluate a proposal for the following reasons:

- The proposal is not compliant with the mandatory requirements of the RFQ.
- The proposal limits the rights of the State of Idaho.
- The ULG presents the information requested by this RFQ in a format inconsistent with the instructions of the RFQ or otherwise fails to comply with the requirements of this RFQ.

#### 5.4 Final Decision Authority

The ICOA reserves the right to reject any or all proposals received in response to this RFQ at any time prior to the Notice of Intent to Award Designation as an Area Agency on Aging. Issuance of this RFQ in no way guarantees a commitment by the ICOA to designate an Area Agency on Aging.

## 6 PROPOSAL REVIEW AND EVALUATION

ICOA's objective in soliciting and evaluating proposals is to ensure a selection that will identify the best possible ULG to implement OAA and SSA services.

- 6.1 All proposals will be reviewed first to ensure all Mandatory and Mandatory Evaluated (**M and ME**) sections have been included. Any proposal(s) with missing submission requirements will be found non-responsive.
- 6.2 A Proposal Evaluation Committee will evaluate and score all (**M and ME**) sections identified in RFQ.
- 6.3 The proposal sections identified as (**M**) will be evaluated as either "pass" or "fail". Any proposal receiving a "fail" will be considered non-responsive and will not be evaluated further. (**ME**) proposals will be evaluated utilizing the following scoring criteria. Proposals must score a minimum of 84 points to receive consideration for designation.

### EVALUATION SCORING CRITERIA

#### Mandatory Submission Requirements (Section 4)

4.2 Letter of Intent	Pass/Fail
4.3.1 Administrative Cost Limits	Pass/Fail
4.3.2 Information Form	Pass/Fail
4.3.3 Financial	Pass/Fail
4.3.4 Organizational Chart	Pass/Fail
4.3.5 Narrative	
A. Capacity	50 points
B. Transitional Planning	30 points
C. Operational Set-up	30 points
D. Coordination and Collaboration	30 points

- 6.4 Based on the final scores, the Evaluation Committee will make a designation recommendation to the ICOA Administrator and Commissioners to approve.

## 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)

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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”);	<a href="http://www.aoa.gov/AoARoot/AoA_Programs/OAA/oa_full.asp">http://www.aoa.gov/AoARoot/AoA_Programs/OAA/oa_full.asp</a>
State Plan Assurances	<a href="http://aging.idaho.gov/Documents/ICOA_State_Plan_2012-2016_(Complete_Draft)_20120615.pdf">http://aging.idaho.gov/Documents/ICOA_State_Plan_2012-2016_(Complete_Draft)_20120615.pdf</a>
Idaho Code Title 67 Chapter 50	<a href="http://legislature.idaho.gov/idstat/Title67/T67CH50.htm">http://legislature.idaho.gov/idstat/Title67/T67CH50.htm</a>
Idaho Code §§ 39-5302, 39-5305 and 39-5312, as amended from time to time	<a href="http://legislature.idaho.gov/idstat/Title39/T39CH53.htm">http://legislature.idaho.gov/idstat/Title39/T39CH53.htm</a>
IDAPA 15 Title 1, as amended from time to time	<a href="http://adminrules.idaho.gov/rules/current/15/index.html">http://adminrules.idaho.gov/rules/current/15/index.html</a>
ICOA Program Manual and Attachments, as amended from time to time	<a href="http://www.aging.idaho.gov/about/ICOA_Program%20Manual_final_20120430.pdf">http://www.aging.idaho.gov/about/ICOA_Program%20Manual_final_20120430.pdf</a>
ICOA Implementation Guide, ICOA Area Plan Template	<a href="http://www.aging.idaho.gov">http://www.aging.idaho.gov</a>
State Controller Office, Board of Examiners, State Travel Policy and Procedures as amended	<a href="http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm#3.%20Allowable%20Expenses">http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm#3.%20Allowable%20Expenses</a>
Title 45 – Public Welfare, Code of Federal Regulations – Department of Health and Human Services Part 74 and Part 92 including all certifications and assurances	<a href="http://www.access.gpo.gov/nara/cfr/waisidx_10/45cfrv1_10.html">http://www.access.gpo.gov/nara/cfr/waisidx_10/45cfrv1_10.html</a>
Administration on Aging (AoA) reporting requirements for National Aging Program Information System (NAPIS)	<a href="http://www.aoa.gov/AoARoot/Program_Results/docs/StateProgramReportForm053110.pdf">http://www.aoa.gov/AoARoot/Program_Results/docs/StateProgramReportForm053110.pdf</a>
Idaho State Purchasing Guidelines	<a href="http://purchasing.idaho.gov/">http://purchasing.idaho.gov/</a>
Office of Management and Budget Circulars A-87 Cost Principles for State and Local Governments	<a href="http://www.whitehouse.gov/omb/circulars_default">http://www.whitehouse.gov/omb/circulars_default</a>
Office of Management and Budget Circulars A-122 Cost Principles for Nonprofit Organizations for use by nonprofit grantees	<a href="http://www.whitehouse.gov/omb/circulars_default">http://www.whitehouse.gov/omb/circulars_default</a>
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)	<a href="http://www.whitehouse.gov/omb/circulars_default">http://www.whitehouse.gov/omb/circulars_default</a>
Office of Management and Budget Circulars A-133 Audit Requirements; Non-Profit Organizations Receiving Federal Award	<a href="http://www.whitehouse.gov/omb/circulars_default">http://www.whitehouse.gov/omb/circulars_default</a>

## 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.

Service	Grant	SFY 2016 Budget	Full Time Equivalent	Salary/Wages	Travel	Equipment	Supplies	Contractual	Other	SFY 2016 Budget Distribution
<b>Federal AAA ADMIN</b>	<b>III B, IIIC1, IIIC2, E</b>	<b>178,392.00</b>	<b>0.40</b>	<b>\$ 22,464.00</b>	<b>\$ 285.71</b>	<b>\$ 142.86</b>	<b>\$ 342.86</b>	<b>\$ -</b>	<b>\$ 2,000.00</b>	<b>\$ 25,235.43</b>
III B Coordination	III B		-	-	-	-	-	-	\$ -	-
III B Ombudsman III B	III B		-	-	-	-	-	-	\$ -	-
III B Information and Assistance	III B		4.00	197,531.36	2,857.14	1,428.57	3,428.57	-	20,000.00	\$ 225,245.64
III B Transportation	III B		-	-	-	-	-	97,500.00	-	\$ 97,500.00
III B Assistive Transportation	III B		-	-	-	-	-	-	-	\$ -
III B Legal Assistance	III B		-	-	-	-	-	30,000.00	-	\$ 30,000.00
III B Outreach	III B		-	-	-	-	-	-	-	\$ -
III B Homemaker	III B		-	-	-	-	-	110,250.00	-	\$ 110,250.00
III B Respite	III B		-	-	-	-	-	39,375.00	-	\$ 39,375.00
III B Chore	III B		-	-	-	-	-	50,100.00	-	\$ 50,100.00
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		-	-	-	-	-	-	-	\$ -
<b>Total III B Services</b>	<b>III B</b>	<b>478,085.00</b>	<b>4.00</b>	<b>197,531.36</b>	<b>2,857.14</b>	<b>1,428.57</b>	<b>3,428.57</b>	<b>327,225.00</b>	<b>20,000.00</b>	<b>\$ 552,470.64</b>
<b>Total III C1 Congregate Meals</b>	<b>III C1</b>	<b>602,467.00</b>	<b>0.05</b>	<b>2,808.00</b>	<b>35.71</b>	<b>17.86</b>	<b>42.86</b>	<b>466,625.00</b>	<b>250.00</b>	<b>\$ 469,779.43</b>
<b>Total III C2 Home Delivered Meals</b>	<b>III C2</b>	<b>297,523.00</b>	<b>0.05</b>	<b>2,808.00</b>	<b>35.71</b>	<b>17.86</b>	<b>42.86</b>	<b>356,437.50</b>	<b>250.00</b>	<b>\$ 359,591.93</b>
<b>Total III D Preventative Health</b>	<b>III D</b>	<b>27,289.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000.00</b>	<b>-</b>	<b>\$ 35,000.00</b>
<b>Family Caregiver for 60 +</b>	<b>III E</b>									
III E FC 55 1 Information Services: Public Information	III E		-	-	-	-	-	-	\$ -	-
III E FC 55 2 Access Assistance: Outreach	III E		0.10	5,616.00	71.43	35.71	85.71	-	500.00	\$ 6,308.85
III E FC 55 2 Access Assistance: I & A	III E		1.00	46,425.60	714.28	357.14	857.14	-	5,000.00	\$ 53,354.16
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		-	-	-	-	-	55,125.00	-	\$ 55,125.00
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		-	-	-	-	-	-	-	\$ -
<b>Caregiver for 60+ subtotal</b>	<b>III E</b>		<b>1.10</b>	<b>52,041.60</b>	<b>785.71</b>	<b>392.85</b>	<b>942.85</b>	<b>55,125.00</b>	<b>5,500.00</b>	<b>\$ 114,788.01</b>
<b>Family Caregiver for Children</b>	<b>III E</b>									
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		-	-	-	-	-	42,500.00	-	\$ 42,500.00
III E FCC 5 Supplemental: Legal Assistance	III E		-	-	-	-	-	-	-	\$ -
<b>Caregiver for Children subtotal</b>	<b>III E</b>							<b>42,500.00</b>	<b>-</b>	<b>\$ 42,500.00</b>
<b>Total III E Family Caregivers</b>	<b>III E</b>	<b>200,166.00</b>	<b>1.10</b>	<b>52,041.60</b>	<b>785.71</b>	<b>392.85</b>	<b>942.85</b>	<b>97,625.00</b>	<b>5,500.00</b>	<b>\$ 157,288.01</b>
<b>Total VII Ombudsman</b>	<b>VII</b>	<b>32,720.00</b>	<b>0.50</b>	<b>23,212.80</b>	<b>714.29</b>	<b>357.14</b>	<b>857.14</b>	<b>-</b>	<b>5,000.00</b>	<b>\$ 30,141.37</b>
<b>TOTAL FEDERAL</b>		<b>1,816,642.00</b>	<b>6.10</b>	<b>\$ 300,865.76</b>	<b>\$ 4,714.27</b>	<b>2,357.14</b>	<b>5,657.14</b>	<b>1,282,912.50</b>	<b>33,000.00</b>	<b>\$ 1,629,506.81</b>

Service	Grant	SFY 2016 Budget	Full Time Equivalent	Salary/Wages	Travel	Equipment	Supplies	Contractual	Other	SFY 2016 Budget Distribution
<b>STATE FUNDS</b>										
		<b>SFY 2016 Budget</b>	<b>Full Time Equivalent</b>	<b>Salary/Wages</b>	<b>Travel</b>	<b>Equipment</b>	<b>Supplies</b>	<b>Contractual</b>	<b>Other</b>	<b>-</b>
STATE FUNDS: AAA ADMIN	State		0.40	22,464.00	285.71	142.86	342.86	-	2,000.00	\$ 25,235.43
STATE FUNDS: Homemaker	State		-	-	-	-	-	78,750.00	-	\$ 78,750.00
STATE FUNDS: Home Delivered Meals	State		-	-	-	-	-	502,562.50	-	\$ 502,562.50
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		2.50	116,064.00	1,428.58	714.29	1,714.29	-	10,000.00	\$ 129,921.16
STATE FUNDS: Respite	State		-	-	-	-	-	55,125.00	-	\$ 55,125.00
STATE FUNDS: Adult Protection	State		5.00	248,803.78	3,571.44	1,785.71	4,285.71	-	25,000.00	\$ 283,446.64
STATE FUNDS: Adult Day Care	State		-	-	-	-	-	-	-	\$ -
STATE FUNDS: Congregate Meals	State		-	-	-	-	-	158,375.00	-	\$ 158,375.00
STATE FUNDS: Transportation	State		-	-	-	-	-	59,835.75	-	\$ 59,835.75
<b>TOTAL STATE FUNDS</b>		<b>1,348,918.00</b>	<b>7.90</b>	<b>387,331.78</b>	<b>5,285.73</b>	<b>2,642.86</b>	<b>6,342.86</b>	<b>854,648.25</b>	<b>37,000.00</b>	<b>\$ 1,293,251.48</b>
<b>Total Budget</b>		<b>3,165,560.00</b>	<b>14.00</b>	<b>688,197.54</b>	<b>10,000.00</b>	<b>5,000.00</b>	<b>12,000.00</b>	<b>2,137,560.75</b>	<b>70,000.00</b>	<b>\$ 2,922,758.29</b>

## Minimum/Maximum Budget Requirements

FEDERAL AND STATE BUDGET TITLE III	Dollar Req.	Requirement	SFY 2016 Budget		Req Meet Y/N	Percentage	Over/Short
			Distribution				
Adult Protection	\$ 433,892.54	15%	\$ 283,446.64		Yes	10%	\$ -
Case Management			\$ -			0	
Ombudsman (Not including Title VII)	\$ 144,630.85	5%	\$ 129,921.16		Yes	4%	\$ -
AAA Federal Admin	\$ 181,664.20	10%	\$ 25,235.43		Yes	1%	\$ -
AAA State Admin	\$ 134,891.80	10%	\$ 25,235.43		Yes	1%	\$ -
Information and Assistance			\$ 278,599.80			10%	
Coordination/Program Development	\$ 57,852.34	2%	\$ -		Yes	0	\$ -
Health Promotion			\$ 35,000.00			1%	
FC Counseling			\$ -			0	
Outreach			\$ 6,308.85			0%	
Home Delivered Meals			\$ 904,654.43			31%	
Congregate Meals			\$ 628,154.43			22%	
Total Home Delivered/Congregate Meals	\$ 1,070,268.26	37%	\$ 1,532,808.86		Yes	53%	\$ -
Homemaker*	\$ 57,852.34	2%	\$ 189,000.00		Yes	7%	\$ -
Respite*	\$ 57,852.34	2%	\$ 149,625.00		Yes	5%	\$ -
Transportation*	\$ 57,852.34	2%	\$ 157,335.75		Yes	5%	\$ -
Total Homemaker, Respite and Transportation	\$ 433,892.54	15%	\$ 495,960.75		Yes	17%	\$ -
Chore			\$ 50,100.00			2%	
Home Modification			\$ -			0	
Dental			\$ -			0	
Employment			\$ -			0	
FC Legal Assistance			\$ -			0	
Legal Assistance	\$ 16,574.12	3%	\$ 30,000.00		Yes	1%	\$ -
<b>TOTAL FEDERAL AND STATE BUDGET</b>			\$ 2,892,616.92			100%	
<b>TITLE VII</b>			\$ 30,141.37				\$ 2,578.63
<b>TOTAL FEDERAL AND STATE TITLE III &amp; VII BUDGET</b>			\$ 2,922,758.29				

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”), the (name), a Local Government Agency, (“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, 2015 and expires June 30, 2016.
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, 2015. 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.
4. 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.
5. 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.
6. 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.

7. 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**

8. 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.
9. 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.
10. 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.
11. 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.
12. 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

13. 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.
  - iii. Pursuant to the terms and conditions set forth in Section C.18 herein.
- 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.

14. 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.
  
15. Modification. If federal or state laws, rules, regulations, policies or guidelines are adopted, promulgated, judicially interpreted or changed, and the effect of which is to alter the obligations of either party or the ability of either party to fulfill its obligations under this Contract, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Contract. ICOA will provide notification to the AAA of the change in federal or state laws, rules, regulations, policies or guidelines, or judicial interpretation along with a Contract Amendment Proposal to the AAA. The AAA will have ten (10) days to respond. If the parties are unable to reach an agreement in writing within fifteen (15) days of the AAA's response and the AAA has not given notice of termination pursuant to section C.16 herein, ICOA's Contract Amendment Proposal shall be deemed incorporated to this Agreement and accepted by both ICOA and the AAA. If the contract is deemed amended and AAA fails or refuses to perform its services pursuant to the Contract Amendment Proposal, the AAA shall be in material breach of this Contract and the State shall have the right to terminate the contract for breach.
  
16. 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.
  
17. 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 be issued by insurers licensed and admitted in Idaho or through governmental self-insurance plans.
  - a. 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). 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.
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 reasonable costs and expenses as awarded by a court with jurisdiction, 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 of the AAA, 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 of July 1, 2015.

**MULTIPURPOSE ORGANIZATION**

**Name**  
**Authorized Representative Name and Title**  
Address  
City State Zip

Signature: \_\_\_\_\_  
Electronic Address Good for Service: \_\_\_\_\_

**AREA AGENCY ON AGING**

**Area Agency on Aging**  
**Director**  
Address  
City State and Zip

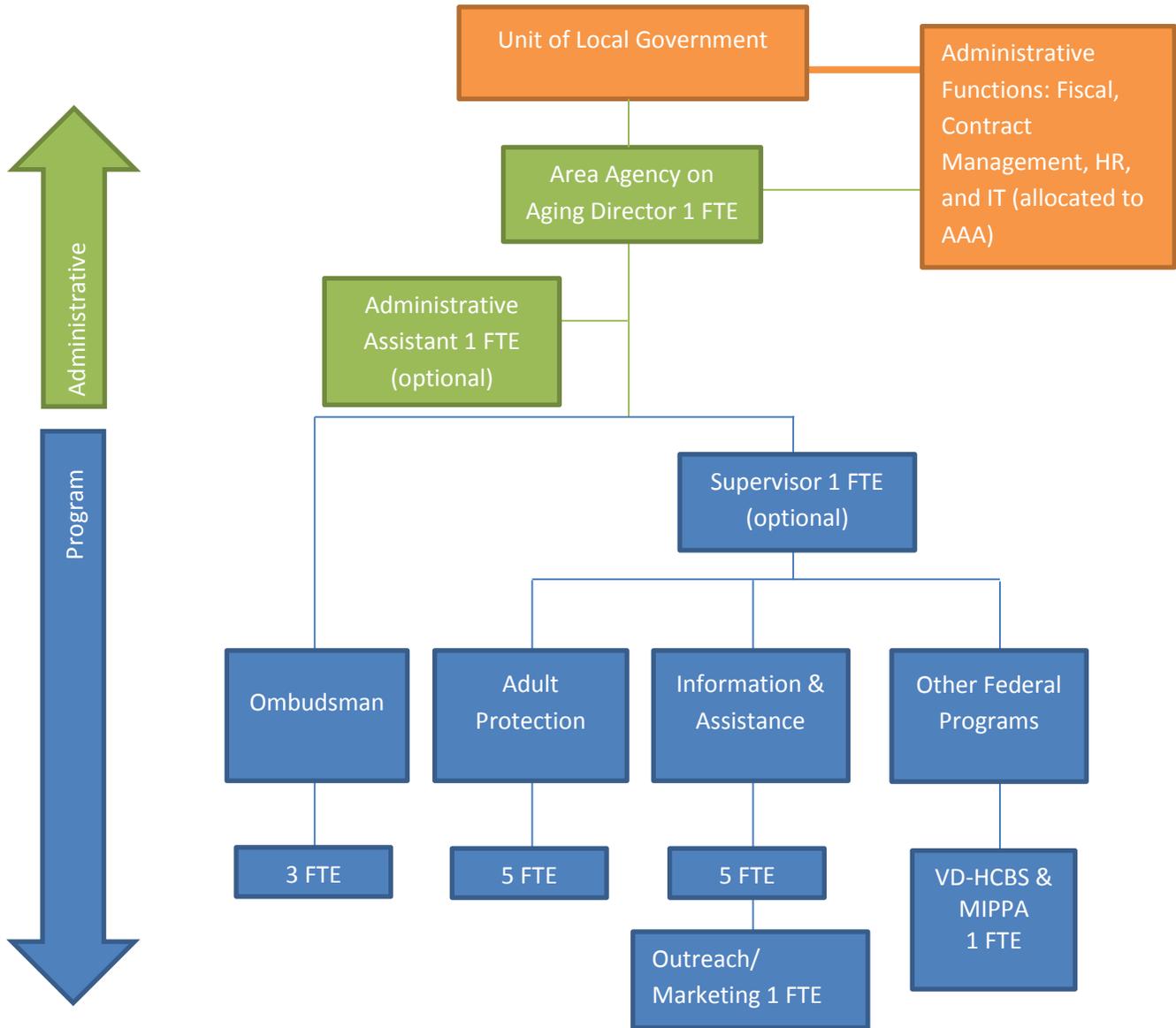
Signature: \_\_\_\_\_  
Electronic Address Good for Service: \_\_\_\_\_

**ICOA**

**Idaho Commission on Aging**  
**Sam Haws**  
P. O. Box 83720  
Boise, ID 83720-0007

Signature: \_\_\_\_\_  
Electronic Address Good for Service: [ICOA@aging.idaho.gov](mailto:ICOA@aging.idaho.gov)

# ATTACHMENT 7 – EXAMPLE AAA ORGANIZATIONAL CHART



## Attachment 8

### 1 CURRENT AAA PROGRAMS

Below is an overview of the current AAA programs. It is highly recommended that the ULG understand OAA and SSA program rules, regulations, reporting requirements and review the ICOA Program Manual located at [www.aging.idaho.gov](http://www.aging.idaho.gov).

#### A. ULG Administrative Functions:

1. Budget and Finance
2. Contract Oversight
3. Human Resources
4. Information Technology

#### B. Services:

1. Provided by AAA Staff.
  - a. Information and Assistance
  - b. Outreach
  - c. Coordination and Program Development
2. Contracted through Service providers
  - a. Homemaker and Respite (21 Contracts)
  - b. Legal Assistance (1 Contract)
  - c. Chore (5 Contracts)
  - d. Health Promotion (2 Contracts)
  - e. Transportation (11 Contracts)

#### C. Congregate Meal Services: (23 Meal Site contracts total) (1 dietician contract)

1. Congregate meals are contracted through a Senior Center or a designated meal site. In addition, a contract dietician must approve the congregate 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.

#### D. Home Delivered Meals Services: (see above for contract information)

1. Home delivered meals are contracted to Senior Centers and Home Delivered providers.
2. General information:
  - a. Primary elements of this program include:
    - i. 1 home delivered meal per day, 5 or more days a week per client, 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.

**E. Disease Prevention and Health Promotion Services: (1 Contract)**

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.

**Note: ICOA will provide guidance on eligible evidence based programs.**

**F. National Family Caregiver Support Program:**

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: (see above for contract information)
  - a. Provided by AAA Staff
    - o Information and Assistance
    - o Outreach
    - o Counseling and caregiver training
  - b. Transportation is contracted through Service Providers
  - c. Contracted through Service providers:
    - o Home Delivered Meals
    - o Respite
    - o Legal Assistance

**G. Aging and Disability Resource Centers (ADRC):**

1. The AAA will be required to adhere to the ADRC program requirements. An MOU between the ICOA and AAA will be required.
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.

**H. Vulnerable Elder Rights Protection:**

1. The Ombudsman Program is provided by AAA staff. The number of ombudsman staff is determined by a ratio of 2000 per Ombudsman. There 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—
    - providers, or representatives of providers, of long-term care services;
    - public agencies; or
    - 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).

**I. State Programs administered by the AAA:**

1. Adult Protection Services are provided by the AAA staff. Currently there are five 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.

**J. 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 moving from a Medicaid funded institution to a qualified community residence.

## **2 ULG Operational Information**

The information below is not all-inclusive but will assist the ULG to understand the major action items that will take place through the development and implementation.

### **ULG AAA Designation**

Through the RFQ process, a ULG will be selected as an AAA for PSA III. The selected ULG will receive a "Notice of Intent to Designate", the notice will also be published on the ICOA website for five business days. Any ULG who submitted a complete proposal but did not receive the contract may issue an appeal for consideration to the ICOA Administrator during the five business day period. The ICOA and ULG will finalize a transition plan and provide the ULG with a Designation Acceptance Letter and Performance Based Contract. The contract terms and conditions are included for review as Attachment 6.

### **After Designation**

The ICOA will provide transitional funding for start-up costs. The budget will be developed in cooperation between the ICOA and the ULG to ensure costs are set at a sustainable level for future AAA budget years.

#### **A. Hire a AAA Director**

The ULG will be provided transition funding and AAA Administrative funding to hire a Director. The rate of the Director's salary and the job description will be the responsibility of the ULG. The Director's salary is part of the Administrative Costs. The ICOA will work closely with the ULG to analyze the future impact of budgeting when hiring a Director and provide salary data of other AAAs for all positions.

#### **B. Determine a Physical Location to house the AAA.**

The ULG must determine if they have physical space available to house the AAA. If the ULG does not have physical space, the ICOA is willing to provide a copy of the Lease Agreement for the current interim AAA location. The ULG may review the agreement and determine if they would like to assume the lease and the current terms. The ULG is not required to assume the lease. However, the ULG will need to locate a physical location and arrange to move all furniture and equipment before June 30<sup>th</sup> 2016.

#### **C. Information Technology**

The AAA is responsible for providing, maintaining/securing its own IT infrastructure. The AAA operating system must provide the ability to view, compose, edit, and distribute documents in formats compatible with Microsoft Office 2007 (or later), and view Adobe PDF documents. Licensing fees for accessing ICOA specific applications (Harmony SAMS, OmbudsManager, Idaho Adult Protection System) are provided by ICOA.

The AAA currently uses the State of Idaho's Internet and telephone system managed by the Idaho Department of Administration. The phone system includes Cisco IP phones and Cisco CallManager

hardware/software. The Internet system is provided by Time-Warner. The Phone numbers are property of the state and the ULG will need to establish new phone numbers.

The ICOA will provide computer hardware. Currently, the AAA staff are utilizing Dell computers.

The AAA will need to establish an AAA website.

#### **D. Staffing**

The AAA is fully staffed. The majority of the staff is employed by a temporary employment staffing company. Two positions are ICOA contractors. All employees have been trained by the ICOA and are under the direct supervision of ICOA staff. The ULG can initiate its HR process in accordance with its own internal policies and procedures to retain or replace the existing staff or enter into a contract with temporary staffing company. The ULG should ensure that there are no interruptions in AAA services to consumers during the transition. Current job descriptions and pay rates are available for the ULG to review. Below are the qualifications as required by Idaho Administrative Procedures Act:

Position Qualification:

Supportive Services Technician: (PSA III Title- "Supportive Service Specialist")

- Certification: High School Diploma
- Experience Level: Two years' experience
- See IDAPA Code: 15.01.01.010.44

Ombudsman:

- Certification: Bachelor degree
- Experience Level: Minimum 1 year experience working with elderly
- See IDAPA Code: 15.01.03.021

Adult Protection Supervisor:

- Certification: Licensed Social Worker
- Experience Level: N/A
- See IDAPA Code: 15.01.03.021

Adult Protection Worker:

- Certification (one of the following): Licensed Social Worker or BA/BS Degree or Associate of Arts or Associate of Science.
- Experience Level (one of the following): Two years' human service field (BA or BS Degree), Two Years' experience in law enforcement (AA or AS degree)
- See IDAPA Code 15.01.02.010.03

#### **E. Inventory**

An inventory list of items will be provided to the ULG. The AAA is equipped with vehicles, computers, office furniture, and office supplies. The items will be transferred to be the property of the ULG. Due to the State of Idaho procurement policies, the ICOA cannot provide a copier/printer to the AAA.

## **By July 1, 2016**

### **A. Contract Oversight**

The ULG has the responsibility to ensure the AAA contracting process meets ULG internal requirements. For state fiscal year (SFY) 2016, July 1 2015 – June 30 2016, ICOA has established contracts. For SFY 2017, the ULG will have the option to assume and extend the current contracts or follow their own internal procurement process that meets Federal and State Guidelines.

The AAA is responsible for the procurement, award, and monitoring of all contracts. The number of current contracts is listed below:

- Homemaker and Respite (21 Contracts)
- Transportation (11 Contracts)
- Nutrition: Home Delivered & Congregate Meal Sites (23 Contracts)
- Nutritionist (1 Contract)
- Legal Services (1 Contract)
- Health Promotion (1 Contract)
- Chore (5 Contracts)

### **B. Budgeting**

All AAAs set their budgets based on minimum/maximum parameters and forecasted future expenditures that would meet the service needs identified in the AAA's Area Plan and annual updates. For SFY 2017, the ICOA will assist the AAA in developing a budget that meets the minimum/maximum parameters. The AAA Director should be skilled in budget development. The ULG reviews and approves the AAA budget before ICOA grants the final approval.

## **By June 30, 2017**

The ICOA will also assist the AAA in developing an Area Plan for implementation on October 1, 2017 and provide guidance on establishing an advisory council. The Area Plan assurances are included for review in Attachment 2. The AAA is required to develop a four-year Area Plan with strategies that support the state goals. In developing an Area Plan, the AAAs identify existing service baselines and develop performance measures. The Area Plan is approved by the ULG with final approval by ICOA.

### Attachment 9 - Information Form

1. Name of the solicitation for which this application is submitted		
2. Name of Applicant	3. Applicant Phone	
4. Street Address of Applicant	5. County Which Applicant Conducts Business	
6. Mailing Address of Applicant	7. Applicant Website Address	
8. Please provide the name and address of any parent organizations, subsidiaries, holding companies, and affiliates		
9. Application Contact, Name and Title	10. Application Contact Phone:	
	11. Application Contact Fax:	
	12. Application Contact E-Mail Address:	
13. Type of Applicant Organization: (check eligibility type) Established Area Agency on Aging: <input type="checkbox"/> Unit of General Purpose Local Government: <input type="checkbox"/> Office/Agency Designated by Unit of General Local Government: <input type="checkbox"/>		
14. Employer Identification Number (EIN)		
15. Commissioner or Mayor, Name	Phone	Fax
	Email	
16. Bureau or Division Director, Name and Title	Phone	Fax
	Email	
17. Financial Manager, Name and Title	Phone	Fax
	Email	

The undersigned (authorized official signing for the applicant organization) certifies that the statements made in this application document and attached application is true, complete, and accurate to the best of his or her knowledge.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date