

CHAPTER 4: AAA DESIGNATION AND RESPONSIBILITIES

- 4.1. **PLANNING AND SERVICE AREA (PSA) DESIGNATION.** (ICOA) The ICOA has divided the state into PSAs in accordance with Section 305 of the OAA, as amended. ([PO.AD.02 Designation of PSA](#))
- 4.2. **AREA AGENCY ON AGING (AAA).** (IDAPA 15.01.20.021) ([PO.AD.03 Area Agency on Aging Designation](#))
 1. **AAA Designation.** The ICOA shall accept applications for AAA designation in accordance with Section 305 of the OAA.
 2. **Revocation of AAA Designation.** The ICOA may revoke the designation of an AAA as specified in OAA and the federal regulations thereunder. ([PO.AD.04 Withdrawal of AAA Designation](#))
 3. **Denial of AAA Designation.** Any organization denied AAA designation through a competitive bidding process may appeal the decision to the Administrator of ICOA.
 4. **Limit on the Number of Area Agencies and PSA's.** In order to maximize funding for services that directly benefit the elderly, the number of PSAs and AAAs is limited to six (6).
- 4.3. **AAA RESPONSIBILITIES.** (IDAPA 15.01.20.041) On behalf of all older persons in the PSA, the AAA shall assume the lead role relative to aging issues. In accordance with the OAA and all pertinent federal regulations, 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 PSA.
- 4.4. **AREA ADVISORY COUNCILS ON AGING.** (IDAPA 15.01.20.051)
 1. **Establishment of Council.** The AAA shall establish an advisory council in accordance with the requirements of the OAA, as amended, and all pertinent federal regulations.
 2. **Council Meetings.** Each advisory council shall meet at least two (2) times each year.
 3. **Conflict of Interest.** AAA employees, or members of the immediate families of AAA employees, shall not serve on the advisory council.
 4. **By-Laws.** The advisory council shall adopt and operate according to by-laws.
- 4.5. **GRANTS TO AND CONTRACTS WITH LOCAL AREA AGENCIES.** (IC 67-5007) The commission shall, based on the recommendations of the local area councils on aging, enter into funding agreements as grants or contracts with designated local area agencies, as provided by the Older Americans Act of 1965, as amended, for the purpose of the agencies issuing contracts at the local level to provide the services listed in section 67-5008, Idaho Code. Such grants or contracts shall be subject to performance and financial audit by the agency in conformance with state practices and statutes.
- 4.6. **ADMINISTRATIVE APPEALS.** ([PO.AD.01 Appeals Process](#))
 1. **Rules Governing Senior Services Program** (IDAPA 15.01.01.003, 15.01.02.003, 15.01.03.003 and 15.01.20.003) The ICOA shall provide AAAs with opportunity to appeal administrative decisions related to these rules in accordance with IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General."
- 4.7. **AAA BUDGET FORMS AND REVISIONS.** (IDAPA 15.01.20.022)
 1. **Budget Forms.** Each AAA shall submit, on forms provided by the ICOA, a budget for agency operations. The AAA shall maintain sufficiently detailed budget and expenditure records to

respond to requests for information from the ICOA, U.S. Administration for Community Living, legislators, or the general public.

2. **Budget Revisions.** Requests for approval of budget revisions shall be made in writing to the ICOA:
 - A. In order to process transfers between Title III programs;
 - B. To reflect holdbacks or midyear increases in state or federal spending; or
 - C. If there is a change in spending which exceeds ten percent (10%) of any line item in the comprehensive budget summary.

4.8. **REPORTING REQUIREMENTS.** (IDAPA 15.01.20.056)

1. **Reporting Forms.** Each AAA shall submit to the ICOA such reports as are specified by the ICOA, in such format and on such schedule as is established by the ICOA, in fulfillment of all federal and state requirements.
2. **Verification of Service Provider Reports.** The AAAs shall conduct ongoing verification of service provider reports.
3. **Reporting Deficiencies.** If reports are late, incorrect, or incomplete, the ICOA shall withhold funds from the AAA, in accordance with terms of the contract between the ICOA and the AAA, until a correct report is received by the ICOA.

4.9. **SERVICE PRIORITY AND APPEALS.** (IDAPA 15.01.20.053)

1. **Service Priority.** Pursuant to the OAA, each AAA shall ensure that all service providers prioritize service delivery to those older individuals having the greatest economic and social need, with particular attention to low-income minority individuals and individuals residing in rural areas.
2. **Denial or Termination of Service.** AAAs shall develop fair and impartial hearing procedures and shall provide an opportunity for a hearing for any individual who is denied or terminated from a service.

4.10. **CONTRACT MANAGEMENT REQUIREMENTS.** (IDAPA 15.01.20.042) AAAs shall adhere to all applicable federal contracting and procurement requirements in awarding subcontracts. ([FO.AD.10 Contract Approval Form](#))

1. **Non-Profit Agency Contractors.** AAAs may subcontract with private, non-profit agencies that are incorporated as 501(c)(3) organizations.
2. **AAA Provider Subcontracts.** All subcontracts between the AAA and service providers shall contain sufficient program and financial information to ensure all activities comply with the Area Plan, the OAA, federal regulations, the SS Act, and the rules of the ICOA.
3. **Contracts Term.** Each AAA may award multi-year subcontracts not to exceed four (4) years.
 - A. Each AAA shall maintain documentation satisfactory to ICOA that justifies the reason(s) a multi-year subcontract was awarded. Justification for a multi-year subcontract may include, but is not limited to, the following:
 1. More than one (1) year is necessary to complete the project or service;
 2. More than one (1) year is necessary to justify substantial cost savings; or
 3. A multi-year subcontract award is necessary to allow a provider the opportunity to increase and demonstrate capacity to operate a particular service.
 - B. No AAA shall continue a multi-year subcontract unless the results of evaluation justify continuance of the subcontract.
4. **AAA Provider Appeals.** AAAs shall develop fair and impartial hearing procedures and shall provide an opportunity for a hearing for any organization denied a subcontract with the AAA.

4.11. **CONTRACTING AND GRANT AUTHORITY; PRIVATE PAY RELATIONSHIPS; APPROPRIATE USE OF FUNDS.** OAA Section. 212(b)1

1. **Ensuring Appropriate Use of Funds.** An agreement may not be made without the prior approval of the State agency (or, in the case of a grantee under title VI, without the prior recommendation of the Director of the Office for American Indian, Alaska Native, and Native Hawaiian Aging and the prior approval of the Assistant Secretary), after timely submission of all relevant documents related to the agreement including information on all costs incurred; ([FO.AD.10 Contract Approval Form](#))

4.12. **FEDERAL PROCUREMENT REQUIREMENTS.** (CRF 45.Part 74 and 92)

http://www.access.gpo.gov/nara/cfr/waisidx_10/45cfrv1_10.html

1. **Title 45 Part 74:** Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations:

Subsection	Description
Part 74.13	Debarment and suspension
Part 74.27	Allowable costs
Part 74.40	Purpose of procurement standards
Part 74.41	Recipient responsibilities
Part 74.42	Code of conduct
Part 74.43	Competition
Part 74.44	Procurement procedures
Part 74.45	Cost and price analysis
Part 74.46	Procurement Records
Part 74.47	Contract administration
Part 74.48	Contract provisions
Part 74.51	Monitoring and reporting program performance
Appendix A	Contract Provisions

2. **Title 45 Part 92:** Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and tribal Governments:

Subsection	Description
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Part 92.22	Allowable costs
Part 92.35	Sub-awards to debarred and suspended parties
Part 92.36	Procurement

- 4.13. **AAA ASSESSMENTS OF PROVIDERS.** (IDAPA 15.01.20.055) Every other year each AAA shall conduct, at a minimum, one (1) on-site assessment of each of its providers that receives fifty thousand dollars (\$50,000) or more in combined federal and state funds during a contract year. Such assessments shall comply with the terms of the AAA contract with the ICOA. Such reviews shall be on file for ICOA review.
- 4.14. **FINANCIAL MANAGEMENT.** (IDAPA 15.01.20.066)
1. **Regulations.** Area agencies and service providers shall meet the financial management requirements of 45 CFR, 74 and 92.
 2. **Allowable Costs.** Allowable costs are delineated in the OAA, and 45 CFR Part 75. These cost principles shall apply to the expenditure of federal funds, as well as any state or local funds which are reported as match for federal funds. In-kind contributions shall benefit the program for which they are reported as match. No expenditure shall be used as match if it has been or will be counted as match for another award of federal or state funds.
 3. **Audits.** All AAAs and service providers shall be audited in accordance with the Single Audit Act of 1996 and OMB Circular A-133 as amended.
- 4.15. **CLIENT ASSESSMENT.** (ICOA) Applicants for services under this chapter shall be assessed utilizing the ICOA approved assessment instrument.
- 4.16. **FAMILY AND CAREGIVER SUPPORTS.** (ICOA)
1. **Intent of ICOA.** It is the intent of ICOA to support efforts of family caregivers to maintain functionally or cognitively-impaired elderly relatives in the household.
 2. **Eligibility.** Based on eligibility and cost sharing requirements, AAAs shall support family caregiver efforts by making program services available to such families.
- 4.17. **ACCOMMODATIONS.** (ICOA)
1. **Accommodations for Geographic Inaccessibility.** All providers shall make and document efforts to locate and hire a part-time worker or generate a volunteer to meet the client service need.
 2. **Accommodations for Language.** All providers shall make reasonable accommodations to work with persons who speak a language other than English.
 3. **Cultural Accommodations.** All providers shall make reasonable accommodations for cultural differences and take them into account when delivering services.
 4. **Accommodations for Disabilities.** All providers shall make reasonable accommodations to work with persons who have vision or hearing impairments or other disabilities.
- 4.18. **COST SHARING PAYMENTS AND CLIENT CONTRIBUTIONS.** (ICOA)
1. **Poverty Guidelines.** Clients whose income exceeds one hundred percent (100%) of poverty (as established by the United States Department of Health and Human Services) shall be required to

make a cost sharing payment for services according to a variable fee schedule established by the ICOA.

2. **Income Declaration.** Income shall be determined by an annual client self-declaration. When a client's income increases or decreases, the client shall notify the provider (AAA) for a redetermination of income.
 3. **Determining Income.** For this purpose, income means gross household income from all sources, less the cost of medical insurance and expenditures for non-covered medical services and prescription drugs. Payments the client receives from owned property currently being leased shall be counted as income after expenses are deducted if paid by the client, i.e., insurance, taxes, water, sewer, and trash collection.
 4. **Cost Sharing Payment Based on Actual Cost.** Assessed cost sharing payment shall be a percentage of the provider's actual unit cost.
 5. **Cost Sharing Payment Required.** Cost sharing payments are required from clients receiving either Chore or Homemaker Services.
 6. **Cost Sharing Payment Waived.** The cost sharing payment may be waived for clients who refuse to make such payment if there is documented evidence that not providing the service would increase risk or harm to the client.
 7. **Client Contributions.** All clients from whom a cost sharing payment is not required shall be given the opportunity to make voluntary contributions.
 8. **Use of Cost Sharing Payments and Contributions.** Providers shall maintain accounting records of all cost sharing payments and contributions collected and of all monies expended from these sources. All monies derived from cost sharing payments, contributions, or both, shall be used to offset the costs of providing the service for which they were collected.
- 4.19. **DISCLOSURE OF INFORMATION.** (ICOA) Providers' disclosure of information about clients is limited by law. All information obtained from a client, whether verbal or written, and any records created from that information, shall be treated as confidential. The OAA requires that confidentiality regarding clients shall be followed thus: ([FO.AD.03 Release of Information Form](#))
1. **Disclosure.** A provider may disclose to anyone the content of a client's communication only with the client's prior, informed consent. Without the client's prior, informed consent, the provider may:
 - A. Only disclose information for purposes directly related to the administration of the program under which the client is applying for or receiving benefits; or
 - B. Disclose client information to auditors and to persons conducting research within certain defined circumstances as approved in writing by the ICOA.
 2. **Client's Expectation of Privacy.** Disclosure of information to others does not abrogate a client's expectation of privacy as protected by law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure.
 3. **Disclosure Required.** The disclosure of information required for a coordinated assessment of a client and for coordinating delivery of services to a client is allowed between aging network providers and, if required, the Department. Disclosure to individuals outside that group shall not be authorized without prior written approval from the ICOA.
- 4.20. **DENIAL OF SERVICE.** (ICOA) An applicant shall be notified in writing of a denial of service and the right to appeal. The request for services may be denied for any of the following reasons listed below, or at the discretion of the AAA director:

1. **Applicant Not in Need of Service.** The applicant's functional or cognitive deficits are not severe enough to require services.
2. **Family or Other Supports Adequate.** Family, or other available formal or informal supports are adequate to meet applicant's current needs.
3. **Other Care Required.** The applicant's needs are of such magnitude that more intensive supports, such as Medicaid HCBS, attendant care, or referral for residential or nursing home placement are indicated. In such instances, alternatives shall be explored with the applicant and the applicant's legal representative and family, if available. Referrals shall be made by the provider, as appropriate.
4. **Barriers to Service Delivery Exist.** The applicant's home is hazardous to the health or safety of service workers.
5. **Geographical Inaccessibility.** The AAA determines that the applicant's home is geographically inaccessible from the nearest point of service provision of home-delivered meals, homemaker, chore, or respite and the provider can document efforts to locate a worker or volunteer to fill the service need have been unsuccessful.
6. **Lack of Personnel or Funding.** Services are unavailable based on a lack of available service personnel or funding. When an eligible applicant is denied service based on a lack of available service personnel or funding, the applicant shall be placed on a waiting list. For services other than Case Management, the applicant shall receive an in-home assessment prior to placement on a waiting list. Applicants on a waiting list for services shall be prioritized according to IDAPA 15.01.20, "Rules Governing Area Agency on Aging Operations," Section 053. All applicants placed on a waiting list shall be notified of this action in writing.

4.21. **TERMINATION OF SERVICE.** (ICOA)

1. **Documentation.** Documentation of notice of termination shall be placed in the client's case record, signed, and dated by the provider.
2. **Appeals Process.** The client shall be informed of the appeals process, in accordance with IDAPA 15.01.20, "Rules Governing Area Agency on Aging Operations," Section 053.
3. **AAA Services.** AAA authorized services may be discontinued by the provider for any of the reasons listed below, or at the discretion of the AAA director:
 - A. Services proved ineffective, insufficient, or inappropriate to meet client needs.
 - B. Other resources, including, but not limited to, formal and informal supports, became available.
 - C. Client withdrew from the program or moved.
 - D. Family or other available formal or informal support to client increased.
 - E. Client placed in a long-term care facility.
 - F. Client died (no notification of termination required).
 - G. Client's functioning improved.
 - H. Client refused service.
 - I. Client's home is hazardous to the service provider (requires prior notification of the AAA Director with final approval being at the discretion of the AAA Director).
 - J. Client's home is not reasonably accessible.
 - K. Client's behavior is a threat to the safety of the provider (requires prior notification of the AAA Director with final approval being at the discretion of the AAA Director.)
 - L. Client verbally abuses or sexually harasses service provider.
 - M. Client refuses to pay fee determined for service.
 - N. Service provider is not available in locale.

O. Services are no longer cost effective.

4. **Notification of Termination and Right to Appeal.** At least two (2) weeks prior to termination, the client shall be informed in writing of the reasons for provider initiated service termination and the right to appeal in accordance with IDAPA 15.01.20, "Rules Governing Area Agency on Aging Operations," Section 053. Exceptions to the two (2) week advance notification of termination will be justified to the AAA Director with final approval being at the discretion of the AAA Director. Appeal actions are the responsibility of the AAA. The client shall be referred to other services as appropriate.

4.22. **SERVICE WORKERS.** (ICOA)

1. **Training and Supervision.** All service workers shall receive an employee orientation from the provider before performing any services. Orientation shall include:
 - A. The purpose and philosophy of the services,
 - B. Review of pertinent skills,
 - C. Program regulations,
 - D. Policies and procedures,
 - E. Proper conduct in relating to clients, and
 - F. Handling of confidential and emergency situations involving a client.
 1. CPR. Service workers shall complete CPR training within three (3) months of hire and shall maintain certification thereafter.
 2. In-Service Training. Providers shall annually provide service workers with a minimum of ten (10) hours training, including CPR, for the purpose of upgrading their skills and knowledge.
 3. Providers shall assure that service workers who assist clients with bathing or hair washing receive specific training in performing these services prior to being assigned to a client.
 4. Supervision. All providers shall maintain written job descriptions for service workers and shall have written personnel policies. All service workers shall receive an annual performance evaluation. Supervisors of service workers shall be available to service workers during work hours to discuss changes in client's circumstances, to resolve problems with schedules, or to respond to emergencies.
2. **Medical Emergencies.** In case of medical emergency, the service worker shall immediately call 911 or the available local emergency medical service and, if appropriate, shall initiate CPR.
3. **Restrictions.** Providers shall ensure, through personnel policies, orientation procedures, signed service workers' agreements, and supervision, that the service worker's conduct is governed by the following restrictions. A copy of these restrictions, signed by the service worker, shall be placed in each service worker's personnel file.
 - A. Service workers shall not accept money or a loan, in any form, from a client.
 - B. Service workers shall not solicit the purchase of goods, materials or services.
 - C. Service workers shall not provide a personal telephone number or home address to clients.
 - D. Service workers shall not work privately for a client.
 - E. Service workers shall not enter a client's residence in the absence of the client unless the client has given permission to enter to accomplish scheduled work and the permission is documented in the client file.
 - F. Service workers shall not engage in religious proselytizing during the course of employment.

- G. Service workers shall not administer medications. A service worker may remind a client to take medications, assist with removing the cap from a multi-dose or bubble pack container, and may observe the client taking medications.
- H. Service workers shall regard all client communications and information about clients' circumstances as confidential.
- I. Service workers shall not smoke in the home of a client.