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**IDAPA 15
TITLE 01
CHAPTER 20**

IDAHO COMMISSION ON AGING

15.01.20 - RULES GOVERNING AREA AGENCY ON AGING (AAA) OPERATIONS

000. AUTHORITY.

Under authority of Idaho Code, Section 67-5003, the ICOA adopts the following rules. (7-1-98)

001. TITLE AND SCOPE.

01. Title. These rules shall be cited as IDAPA 15.01.20, "Rules Governing Area Agency on Aging (AAA) Operations". (7-1-98)

02. Scope. These rules relate to the authority, responsibilities, and designation of AAAs. (7-1-98)

002. WRITTEN INTERPRETATION.

This agency may have written statements which pertain to the interpretation of the rules in this chapter. To obtain copies, contact the Idaho Commission on Aging by writing to the Director. (7-1-98)

003. ADMINISTRATIVE APPEALS.

The ICOA and its AAAs shall provide service recipients and provider organizations with opportunity to appeal administrative decisions as follows: (7-1-98)

01. AAA Designation. Any organization denied AAA designation through a competitive bidding process may appeal the decision in accordance with IDAPA 38.05.01, "Rules of the Division of Purchasing". (7-1-98)

02. AAA Provider Contracts. Any organization denied an AAA contract through a competitive bidding process may appeal the decision in accordance with IDAPA 38.05.01, "Rules of the Division of Purchasing". (7-1-98)

03. Recipients Of Service. AAAs shall develop fair and impartial hearing procedures and shall provide an opportunity for a hearing according to IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General," for any individual who is denied or terminated from a service. (7-1-98)

004. -- 009. (RESERVED).

010. DEFINITIONS.

Any item not specifically defined below shall have the same meaning as those listed in IDAPA 15.01.01, "Rules Governing Senior Services Program". (7-1-98)

01. Bidder/Offerer/Proposer. An eligible organizational entity which submits to the AAA a proposal to provide specific service(s). (7-1-98)

02. Bidders' Conference. A meeting conducted by the AAA to review the materials and information described in the RFP and to respond to questions from organizations that submit letters of intent and are interested in completing proposals on specific services. (7-1-98)

03. Blind Negotiation. A process which takes place between the AAA and bidders after the local evaluation committee has "scored" proposals and has determined that there is no significant difference, ten percent (10%), between bids. In this case, the AAA has the authority to select the proposal most advantageous to the AAA. (7-1-98)

04. Blind Review. A proposal reviewing process which conceals the identity of the submitting

organization. (7-1-99)

05. Contract. A legally binding, written agreement between two (2) or more parties which outlines the terms and provisions to which both parties agree. (7-1-98)

06. Evaluation Committee. A group of individuals selected to review proposing organizations' completed proposals. (7-1-98)

07. Letter Of Intent. A written communication submitted by a potential bidder soliciting a request for proposal to provide a specific service. (7-1-98)

08. Performance-Based Agreement. A contract or grant which expresses priorities and directions through a statement of work and which serves as the basis for program review/assessment through the year. (7-1-98)

09. Request For Proposal (RFP). A document issued by the AAA, describing in detail the service to be contracted and how it is to be delivered. (7-1-98)

10. Sole Source. Documentation that only one (1) eligible, available provider is interested in providing a specific service. (7-1-98)

11. Statement Of Work. The precise, definitive statement of what is expected of the provider. It shall answer such questions as what, how, when, where, and sometimes, why. (7-1-98)

011. -- 019. (RESERVED).

020. PLANNING AND SERVICE AREA (PSA) DESIGNATION.
The ICOA shall divide the state into PSAs in accordance with Section 305 of the OAA, as amended. (7-1-98)

021. AAA DESIGNATION.
The ICOA shall accept applications for AAA designation in accordance with Section 305 of the OAA. (7-1-98)

022. REVOKING AAA DESIGNATION.
The ICOA may revoke the designation of an AAA in accordance with conditions specified in 45 CFR 1321.35. (7-1-98)

01. Due Process. The ICOA shall provide due process in revoking AAA designation in accordance with Section 003 of this chapter and IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General". (7-1-98)

02. Assumption Of Responsibilities. Upon revocation of AAA designation, the ICOA shall assume the responsibilities of the AAA in accordance with 45 CFR 1321.35. (7-1-98)

023. -- 030. (RESERVED).

031. LIMIT ON THE NUMBER OF AREA AGENCIES AND PSA'S.
In order to maximize funding for services that directly benefit the elderly, the ICOA shall limit the number of PSAs and AAAs to six (6). (7-1-98)

032. DISTRIBUTION OF FUNDS.
In accordance with Section 305 of the OAA, the ICOA shall develop a formula for distribution of funds and shall publish the formula for review and comment. (7-1-98)

033. AWARDING OF FUNDS.
The ICOA shall award funds to AAAs through performance-based agreements set forth in a prescribed format and in accordance with guidelines developed by the ICOA. (7-1-98)

034. AAA BUDGETS.

01. Budget Forms. As part of their agreement with the ICOA, each AAA shall submit, on forms provided by the ICOA, a budget for agency operations. The AAA shall maintain sufficient detail in budget and expenditure records to respond to requests by the ICOA, Administration on Aging, legislators, or the general public. (7-1-98)

02. Budget Revisions. Budget revisions shall be provided to the ICOA: (7-1-98)

a. In order to process transfers in Title III programs; (7-1-98)

b. To reflect holdbacks or midyear increases in state or federal spending; or (7-1-98)

c. If there is a change in spending which exceeds ten percent (10%) or ten thousand dollars (\$10,000) within state or federal budgets. (7-1-98)

035. -- 040. (RESERVED).

041. AAA RESPONSIBILITIES.

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. (7-1-98)

042. CONTRACT MANAGEMENT REQUIREMENTS.

AAAs shall follow State Procurement Practices in awarding contracts, in accordance with the ICOA Area Agency on Aging Operations Manual, Chapter 4. (7-1-99)

01. Competitive Bids. The AAAs shall accept competitive bids and shall develop contracts for provision of programs and services authorized and funded under the OAA of 1965, as amended, and Sections 67-5007 and 5008, Idaho Code. (7-1-98)

02. Incorporation Of Non-Profit Agency Contractors. All private non-profit agency contractors shall be incorporated as 501(c)(3) organizations. All contracts between the AAA and service providers shall contain sufficient program and financial information to ensure all activities comply with the Area Plan, the Act, federal regulations, and the rules of the ICOA. (7-1-98)

03. Multi-Year Contracts. The AAA may award multi-year contracts not to exceed four (4) years. The AAA shall maintain documentation which justifies the reason(s) a multi-year contract was awarded. Justification for a multi-year contract shall include, but is not limited to, the following: (7-1-98)

a. More than one (1) year is necessary to complete the project or service; (7-1-98)

b. More than one (1) year is necessary to justify substantial cost savings; (7-1-98)

c. A multi-year contract award is necessary to allow the provider opportunity to increase and demonstrate capacity to operate a particular service; or (7-1-98)

d. Results of evaluation justify continuance of the contract with the existing provider. (7-1-98)

04. Appeals. When there is competition for specific services, the bidder who does not receive the award has a right to appeal the decision. The AAA is required to include information in the RFP describing the appeal procedure available to non-selected organizations. (7-1-98)

05. Noncompetitive Negotiation. Noncompetitive negotiation of contracts is allowable if the AAA follows IDAPA 38.05.01, "Rules of the Division of Purchasing". (7-1-98)

06. Execution Of Contracts. The AAA is required to demonstrate prudent execution of any agreements (contracts) between the agency and public or private (for-profit or non-profit) organizations receiving state or federal funds. (7-1-98)

07. Standard Contracts. The AAA shall develop a standard contract format to be used in those instances where no special format is required by ICOA. The AAA shall develop procedures assuring that recipients of contracts are made fully aware of responsibilities and obligations under the approved Area Plan. Upon approval of contracts under the Area Plan, the AAA shall maintain file copies of contracts, criteria used to approve contracts, copies of the approved proposals, and any amendments. (7-1-98)

08. Contract Management Activities. Contract management encompasses those AAA activities which shall take place after a contract has been executed. The AAA shall assure that each executed contract is performed, as written, by both the provider and the AAA. (7-1-98)

09. Contract Management Staff. The AAA shall assign a staff person to assure that contracts are properly administered, monitored, and reviewed on a continuing basis. (7-1-98)

10. Close Out Or Termination. The close out or termination phase of a contract begins when one (1) or more of certain steps are initiated to bring the contract to an end and concludes with the final settlement of all contract matters. Close out may entail such steps as: (7-1-98)

- a. Issuance of stop work orders, termination notices, etc.; (7-1-98)
- b. Negotiation and adjudication of disputes and appeals; (7-1-98)
- c. Negotiation and execution of releases; (7-1-98)
- d. Final payment; and (7-1-98)
- e. Other pertinent procedures. (7-1-98)

11. Close Out Or Termination Procedures. Close out or termination includes the following procedures: (7-1-98)

a. Upon termination of contract, the AAA may require the provider to return any property specifically produced or acquired under the contract. The provisions of the "Treatment of Assets" clause contained in the contract document shall apply in such property transfer. (7-1-98)

b. The AAA shall pay the provider the agreed upon price, if separately stated, for goods and services accepted by the AAA and for the amount agreed upon by the provider and the AAA for: (7-1-98)

- i. Completed work and services for which no separate price is stated; (7-1-98)
- ii. Partially completed work and services; (7-1-98)
- iii. Other property or services which are accepted by the AAA; and (7-1-98)

iv. The protection and preservation of property, unless the termination is for default, in which case the AAA shall determine the extent of liability of the contracting agency. (7-1-98)

c. Failure to agree with such determination shall be regarded as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the written contract document. The AAA may withhold, from any amounts due the provider for such completed work or services, such sum as the AAA determines to be necessary to protect the AAA from loss resulting from outstanding liens or claims of former holders. (7-1-98)

12. Non-Exclusivity Of Rights And Remedies. The rights and remedies of the AAA provided in this part shall not be exclusive and are in addition to any other rights and remedies provided by law or under the terms of

the contract document. (7-1-98)

13. Provider Termination Responsibilities. After receipt of a notice of termination, the provider shall: (7-1-98)

a. Stop work under the contract on the date and to the extent specified in the notice; (7-1-98)

b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (7-1-98)

c. Settle all outstanding liabilities and all claims arising out of such termination of order and contract. (7-1-98)

d. Transfer title to the AAA and deliver in the manner, at the time, and to the extent, if any, directed by the AAA, any property which, if the contract had been completed, would have been required to be furnished to the AAA; (7-1-98)

e. Complete performance of such part of the work as shall not have been terminated by the AAA; and (7-1-98)

f. Take such action as may be necessary, or as the AAA may direct, for the protection and preservation of the property related to the contract, which is in the possession of the provider and in which the AAA has or may acquire an interest. (7-1-98)

043. -- 050. (RESERVED).

051. AREA ADVISORY COUNCILS ON AGING.

01. 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. (7-1-98)

02. Council Meetings. In addition to the federal requirements, the Council shall hold at least two (2) full council meetings each year, and committees of the Council shall meet at least four (4) times each year. (7-1-98)

03. Local Elected Officials. The Council shall include at least two (2) local elected officials from different jurisdictions. (7-1-98)

04. Ethnic Minority Representation. The Council shall include at least one (1) representative from each racial or ethnic minority community located within the PSA. For purposes of this subsection, a community is a unified group of African American, Asian/Pacific Island, Hispanic, Native American, or other individuals sharing common origin, history, culture, or interests living in a particular geographic area. (7-1-98)

05. Conflict Of Interest. Staff paid under the Area Plan, or members of the immediate families of paid staff members shall not serve on the Council. (7-1-98)

06. By-Laws. The Council shall operate according to by-laws adopted by the Council. Such by-laws shall include: (7-1-98)

a. Name of Council. (7-1-98)

b. Council responsibilities. (7-1-98)

c. Selection and composition of Council members. (7-1-98)

d. Term of Office. (7-1-98)

e. Council meetings. (7-1-98)

- f. Election, duties, and term of office of officers. (7-1-98)
- g. Committees of the Councils and their responsibilities. (7-1-98)
- h. Provisions for adoption and amendment of by-laws. (7-1-98)

052. AREA PLANS.

Each AAA shall submit a four (4) year area plan to the ICOA by close of business October 15, 1998, and by October 15 every four (4) years thereafter. Annual updates shall be submitted by October 15 of each year. The area plan and annual updates shall be submitted in a uniform format prescribed by the ICOA to meet the requirements of the OAA and all pertinent federal regulations. (3-30-01)

053. SERVICE PRIORITY.

Each AAA shall ensure that all service providers prioritize service delivery to those older individuals having the greatest economic and/or social need, with particular attention to low-income minority individuals. (7-1-98)

054. ELIGIBILITY.

01. Eligibility For Act Programs. Persons age sixty (60) years and older who are residents of the state of Idaho are eligible for Act Programs. (7-1-98)

02. Eligibility For OAA Programs. Persons age sixty (60) years and older and their spouse, regardless of residency, are eligible for OAA programs with the exception of the Senior Community Service Employment Program (SCSEP). Eligibility for the SCSEP program is fifty-five (55) years and older. (7-1-98)

055. AAA ASSESSMENTS OF PROVIDERS.

AAAs shall conduct, at a minimum, bi-annual on-site assessments of each of their providers. Such assessments shall comply with the terms of the performance-based agreement with the ICOA. Such reviews shall be on file for ICOA review. (7-1-98)

056. REPORTING REQUIREMENTS.

01. 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. (7-1-98)

02. Verification Of Service Provider Reports. The AAAs shall conduct ongoing verification of service provider reports in accordance with the terms of the performance-based agreement with the ICOA. (7-1-99)

03. Reporting Deficiencies. If reports are late, incorrect, or incomplete, the ICOA shall withhold funds from the AAA, in accordance with terms of the performance-based agreement between the ICOA and the AAA, until a correct report is received by the ICOA. (7-1-99)

057. COMPLAINTS AGAINST AAA EMPLOYEES.

When complaints are received alleging improper or illegal actions on the part of AAA employees who are providing direct services to clients, the AAA shall refer the complaint to the ICOA. The ICOA shall conduct an investigation, develop findings, and make recommendations to the AAA. (7-1-98)

058. CIVIL RIGHTS.

Neither the AAAs nor their providers shall violate any state or federal law regarding civil rights and shall provide all services and functions funded by the ICOA, affected by rule of the ICOA or provided for by contract with the ICOA without discrimination on the basis of race, color, national origin, age, gender, physical or mental impairment, or on any other basis prohibited by law. (7-1-98)

059. -- 065. (RESERVED).

066. FINANCIAL MANAGEMENT.

01. Regulations. Area agencies and service providers shall meet the financial management requirements of 45 CFR, Section 74 and Section 92. (7-1-98)

02. Timing Of Expenditures. Expenditures for a program shall not be made before the beginning date of the contract, nor after the ending date, except for accounts payable and other written obligations. Those obligations shall be paid within sixty (60) days of the end of the fiscal year. (7-1-98)

067. ALLOWABLE COSTS.

Allowable costs are delineated in the OAA, Cost Principles for Colleges and Universities, OMB Circular A-21, and Cost Principles for Non-Profit Organizations, OMB circular A-122. These cost principles shall apply to the expenditure of federal funds and 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. (7-1-98)

068. COLLECTION AND ACCOUNTABILITY OF PARTICIPANT CONTRIBUTIONS.

01. Participant Contribution Confidentiality. All participants shall be given the opportunity to contribute to programs operated with Administration on Aging funds. The method of collection shall respect the privacy of the participant, and provide for confidentiality of the fact and amount of the contribution. (7-1-98)

02. Payment For Service. Persons under the age of sixty (60), who are not spouses of eligible participants, shall pay the full cost of meals, as published by the meal provider. No eligible person shall be denied services because of inability to pay. (7-1-98)

03. Used To Support Service. Service contributions shall be used to support the service from which they were generated. (7-1-98)

04. Security For Cash Collections. The service provider collecting funds shall provide for security of cash collected by having two (2) people involved in the collection and counting process. (7-1-98)

069. AUDITS OF AAA'S AND SERVICE PROVIDERS.

All AAAs and service providers receiving more than three hundred thousand dollars (\$300,000) of federal funds per year shall be audited per the Single Audit Act of 1996 and OMB Circular A-133. No audit is required for service providers receiving state funds or less than three hundred thousand dollars (\$300,000) in federal funds per year. (7-1-98)

070. -- 999. (RESERVED).

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