

Guide to Request for Proposals

for the selection of Providers to provide

**Congregate Meals
Home-Delivered Meals
Transportation Services
Legal Services**

for the period

July 1, 2023 through June 30, 2027

Area V Agency on Aging

a division of
Eastern Idaho Community Action Partnership
935 E. Lincoln Rd.
Idaho Falls, ID 83401
(208) 522-5391



**Completed applications must be physically in the possession of the Area Agency on Aging by
4:30 p.m., Friday April 28, 2023.**

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The below sections provide the information, background, and instructions for completion of Requests for Proposals for Congregate Meals and Home-Delivered Meals.

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I. PUBLIC NOTICE

Public / Legal Notice-Request for Proposals

Eastern Idaho Community Action Partnership (EICAP), the designated Area Agency on Aging Serving Eastern Idaho (AAA), announces its intent to accept Proposals from interested Providers for the following services in various locations in Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, and Teton Counties:

Congregate Meal Services
Home Delivered Meal Services
Transportation Services
Legal Services

The Request for Proposals Guide and application materials are available on the AAA's website at: www.eastidahoaging.com. Providers may submit Proposals for one or more services in any or all the designated cities/counties. Contracts will be issued for the period of July 1, 2023, through June 30, 2027.

Providers with questions regarding the application packet should contact the AAA Contracts Manager, *Erica Giles* by telephone at (208) 522-5391 x 204 or by e-mail at egiles@eicap.org. An informational Provider's Conference will be held at EICAP on Wednesday, March 15, 2023, from 1pm-2pm. This will be held at the EICAP Main office at 935 E Lincoln Drive, Idaho Falls, ID 83401.

After the Providers' Conference is concluded, the AAA will not answer any questions or provide any additional information to a Provider. Providers must submit **ONE** hard copy application to the Area Agency on Aging Serving Eastern Idaho, at 935 E. Lincoln Rd., Idaho Falls, ID 83405 **by 4:30 p.m. on Friday, April 28, 2023. No electronic copies are allowed.**

Award announcements will be made on Wednesday, June 14, 2023. There will be a mandatory Provider's Conference at EICAP on Wednesday, June 21, 2023, at 10am to finalize and sign contracts.

EICAP/AAA does not discriminate against any person on the basis of race, color, national origin, creed, ability to speak English, disability, sex, age or marital status in admission, treatment, or participation in its programs, services, and activities, or in employment. NOTE: Specific programs may have designated guidelines.

II. CONTRACTING PROCESS AND SCHEDULE

CONTRACTING PROCESS AND SCHEDULE

Public/Legal Notice Website Posting and in local newspaper 2/28/2023-3/11/2023

Requests for Proposals mailed/e-mailed 2/28/2023-3/11/2023

Provider's Conference **3/15/2023 at 1:00pm**

After the Providers' Conference is concluded, the AAA will not answer any questions or provide any additional information to a Provider. Prior to that time, all questions regarding the requirements necessary to complete an application should be directed to the AAA Contracts Manager, *Erica Giles*, via email at egiles@eicap.com or 208-522-5391 X 204. The question and answer will be posted on the AAA website at www.eastidahoaging.com.

Hardy Copy Applications Due to Area Agency on Aging Serving at EICAP 4/28/2023

by 4:30 pm

Recording of Applications Received - Idaho Falls 5/1/2023
8am – 10am

Application Review by Selection Committee 5/2/2023 - 5/26/2023

Recommendation of Selection Committee presented to EICAP Board of Directors 6/13/2023

Award Announcements 6/14/2023

Contracts Signed 6/21/2023

New Contracts Begin 7/1/2023

III. GUIDE TO THE REQUEST FOR PROPOSAL PROCESS AND APPLICATION

A. PURPOSE

- The Area Agency on Aging at *EICAP* (AAA) is responsible for planning, developing, advocating for, and coordinating a comprehensive service system for persons 60 years of age and older residing in the nine counties of Eastern Idaho. A significant part of this responsibility is accomplished through utilization of contracted service providers. The AAA is accepting Proposals from interested Providers for Congregate, Home-Delivered Meals, Transportation, and Legal services in Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, and Teton Counties.
- Target Population and Strategies: Services are targeted to individuals aged 60+ with the greatest economic or social need, with particular attention to low-income minority individuals and individuals residing in rural areas. In addition, the primary target population of all services is the vulnerable elderly who are characterized as: older individuals with physical and mental disabilities; older individuals with limited English-speaking or those older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals; and older individuals who are culturally, socially or geographically isolated, including isolation caused by racial or ethnic status that restricts the ability of the individual to perform daily tasks or threatens the capacity of the individual to live independently.
- The AAA must establish and use criteria in order to determine who may receive priority for service if limited program resources are insufficient to serve all those requesting service. Although services should be targeted to low income persons, when Federal funding is contracted, the AAA may not apply a means test and may not base eligibility for service on participant's income per Older Americans Act.

B. SERVICE CONTRACTS

- AAA contracts are performance based.
- The AAA seeks Providers that have the ability to implement services efficiently and effectively within the required guidelines and specifications.
- The successful Provider(s) will be designated the service provider(s) for the period between July 1, 2023 and June 30, 2027. The service shall be designed to provide continuous service for the full term of the contract. Prior to the beginning of the contract year and each six-month period therein, the units of service and budget for each such period will be established based on availability of funds, number of units served, and satisfactory performance levels.
- Final funding levels are dependent on the availability of federal (Older Americans Act, US Department of Agriculture) and state (Idaho Senior Services Act) funds or any other applicable funds.
- Changes in the governing federal and state statutes, regulations, rules, and program manuals/guidelines including, but not limited to, those of the Idaho Commission on Aging (ICOA), may require modifications of the contract.

- Any Provider that subcontracts with another entity to provide services shall ensure that such subProvider has a clear understanding of the methodology used to determine compensation under the subcontract.

C. PROPOSALS OF THE POTENTIAL PROVIDER

To be considered for a contract with the AAA:

- The Provider must be willing to accept the reimbursement rate specified by the AAA for the contract period.
- A Provider must have an e-mail address for communicating and otherwise conducting business with the AAA.
- **A Provider submitting a proposal for Congregate Meals services must be a Congregate Meal site where meals are served in a congregate setting (e.g. senior centers, adult day care facilities, multigenerational meal sites, schools, hospitals, restaurants, and community centers).**
- A Provider that is a not-for-profit entity must be legally incorporated, registered to do business in Idaho, have an Internal Revenue Service 501(c)(3) designation, and have a demonstrated history of satisfactory human services performance.
- A Provider that is a for-profit entity must be legally organized and registered to do business in Idaho.
- A Provider must be able to demonstrate the ability and willingness to meet each of the following criterion:
 - Provide services and utilize funding in accordance and compliance with the contract terms, the Older Americans Act, as amended, the Older Americans Act: Federal Title III Regulations, the Idaho Senior Services Act, the ICOA Rules Governing Senior Services Program (IDAPA 15.01.01) and Rules Governing Older Americans Act Services (IDAPA 15.01.21), and all Idaho Commission on Aging and AAA Program Manuals and Service Implementation guides.
 - Provide information detailing the Provider's ability to make accommodations for individuals who are geographically inaccessible, non-English speaking, from another culture, and/or have disabilities.
 - Provide information on the Provider's utilization of trained volunteers.
 - Provide comprehensive and detailed information that reflects the background of the Provider relative to the proposed services.
 - Hold or be able to obtain prior to the beginning of the contract term, all necessary certifications and licensures, and be able to comply with all federal, state, and local requirements.

- **Electronically** report accurate fiscal and program data, on time, as required or as requested.
- Comply with AAA assessments, program evaluations, and audit activities.

D. SUBMISSION INSTRUCTIONS

No exceptions to the time frames established for submission of applications will be made.

Each Provider must complete the entire Application and required attachments.

Answers to all parts of the application must be typed or computer printed. The application must be fully completed. Failure to submit all information requested could result in the application being classified as “unacceptable” or rejected on the basis of unresponsiveness. It is the responsibility of all Providers to examine the entire Request for Proposal package prior to the Providers’ Conference, seek clarification of any item or requirement that may not be clear, as the AAA will be unable to answer questions after the Conference. Provider must check all information for accuracy before submitting an application.

Do not bind or staple the application. Secure the application in the upper left-hand corner with a clip. Any attachments should be on 8 1/2” x 11” white paper. The application must be submitted in its entirety, together with any supporting documents. The application must be placed in an envelope measuring at least 9” x 12” so that the application is not folded.

Provider must submit one original Application(s). Application(s) must be physically in the possession of the AAA by 4:30 pm MST on April 28, 2023. Emailed or faxed applications will not be accepted. The application should clearly be labeled AAA APPLICATIONS. AAA recommends hand delivery rather than mailing. Late or incomplete applications will not be accepted. No exception to the time frame will be made.

Mailing/Street Address: AAA, Attn: Erica Giles
935 E. Lincoln Rd
Idaho Falls, ID 83401

Receipt of deposit for hand delivery will be provided if requested by Provider.

E. OPENING OF APPLICATION

Applications received by the correct time and date, sealed, and properly labeled as “AAA APPLICATION” will be opened between 8 am and 10 am on May 1, 2023 in the AAA office. The name of each Provider and the service for which it is submitting an application will be read and recorded.

F. CANCEL OR REJECT APPLICATION

The AAA reserves the right to cancel this Request for Proposals (RFP), and any or all applications may be accepted, or rejected in whole or in part. The AAA also reserves the right to reissue all or portions of the RFP at a later date if needed.

G. SELECTION PROCESS

- AAA staff will review each application to ensure that it has been submitted on time, is complete, and includes all required documents.

- The Selection Committee will review each application.
- Factors to be considered are listed below in Section H.
- The Selection Committee will forward its recommendations to EICAP Board of Directors.
- EICAP's Board of Director will make the final decision. The contract will be awarded to the responsible and responsive Provider (as described in IDAPA 38.05.01.081.02a-f), whose application is most advantageous to the AAA price, quality, and other factors (as set forth in 45 CFR §74.43) considered.
- Applications will then be made available for public inspection.

H. EVALUATION

The factors that will be used in evaluating and selecting prospective service providers will be obtained from the application submitted and from past performance, if any. Providers should fully describe their background, experience, and procedures in the application. The AAA reserves the right to use any information provided in the application and previous experience with the AAA to determine the Provider's potential for acceptable performance of proposed activities. Applications will be reviewed and scored in accordance with the following criteria:

Basic Information and Provider Capability (20 points)

The Provider has sufficient organizational structure to perform the contract. The Provider has a successful track record of contract performance. Management capability is apparent.

If the Provider has been a previous Provider with the AAA, past contract performance including, but not limited to, responsibility and responsiveness to the AAA, adherence to contract terms, and performance evaluations conducted by the AAA will be reviewed and the findings therefrom will be considered by the Selection Committee in determining the Provider's score for this section.

Assurances and Provider Narrative provision (50 points)

The Provider's methodology well defines the quality of the service. Responses are clear, innovative, and provide sufficient detail. A strong vision is apparent; the Provider can create and follow a success-oriented work plan.

Past Performances, Partnership, Collaboration and Fund Leveraging (10 points)

The Provider has documented partnerships, collaboration and leveraged resources.

If the Provider has been a previous Provider with the AAA, past contract performance including, but not limited to, responsibility and responsiveness to the AAA, adherence to contract terms, and performance evaluations conducted by the AAA will be reviewed by the Selection Committee and the findings therefrom will be considered in determining the Provider's score for this section.

Cost Effectiveness, Budget, and Line items

(20 points)

Budgeted costs must be reasonable, legally allowable, necessary and clearly explained. Overall, the application must show a level of cost effectiveness. Application must show how Provider has sufficient financial and in-kind resources to preclude total dependency on funding received from the AAA to provide the services contemplated herein. The application must appropriately reflect the Provider's costs and its ability to leverage other funds.

I. CONTRACT PROCESS

After the application has been evaluated, the AAA staff may recommend changes in the Provider's proposed methodology or service costs. If AAA recommends changes, then the Provider agrees to negotiate in good faith on those changes. A request to attend discussions about the application does not assure a contract award. The AAA reserves the right to conduct an on-site visit prior to recommendation of contract award.

Subject to agreed upon changes resulting from the recommendations of AAA, if any, the contract shall be in a form as provided by AAA.

The final step in effecting a contract is the signature process. No contract exists until it is signed by both parties. The proposed contract becomes a binding agreement only upon the effective date and upon signature by both parties.

J. NOTIFICATION OF AWARD

Providers will be notified of the results of their application starting June 13, 2023. Unsuccessful Providers may request to be informed of the reasons they did not receive the contract.

K. APPEALS

Unsuccessful Providers may appeal the decision by:

- Submitting a written appeal to the AAA Director within five working days after the receipt of the Notice of Award. The appeal may only be related to the application process and the Provider must specifically identify how the process resulted in its being determined to be unsuccessful.
- Upon receipt of the Provider's written appeal, AAA Director shall, within five working days, determine that a hearing is appropriate or deny the appeal.
- The Provider, after unsuccessful appeal to AAA Director may submit a written appeal, within five working days, to EICAP'S Executive Director.

IV. BACKGROUND INFORMATION

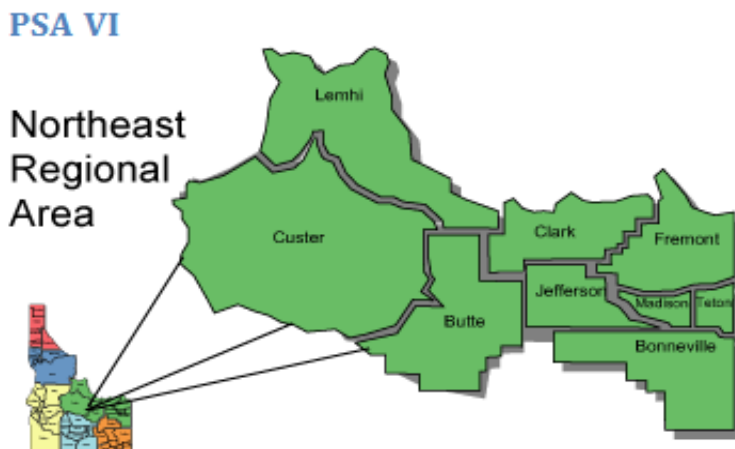
According to the 2022 US Census, the total senior population over the age of 60 in the PSA is 38,616

The county breakdown for persons 60 and older is:

County	2022
Bonneville County	20,520
Butte County	799
Clark County	170
Custer County	1,585
Fremont County	2,972
Jefferson County	4,395
Lemhi County	3,009
Madison County	3,419
Teton County	1,747
Area VI	38,616

V. SERVICE AREA MAPS

The service area map below is intended to identify the nine county planning and service area (PSA) of the AAA.



AAA – Planning and Service Area

Geographic Information: The region in PSA VI covers 19,330 square miles in nine counties: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, and Teton. From the high plains of Bonneville County to the mountainous terrain of Lemhi County, borders Wyoming near Yellowstone National Park and the Teton Mountains.

Demographic Information: Based on the 2022 American Community Survey Estimates, the total population in PSA VI was 218,734 of which 38,616 (18%) individuals were over the age of 60. The at risk populations which factors in Idahoans of 65 + living in poverty, Idahoans of 65+ living alone,

Idahoans living in a rural county, racial minorities, Persons 60 + and Hispanic, Idahoans aged 75 and older & also 85 and older is 42,864.

VI. CONTRACTING STATISTICS BY PROGRAM

A. CONGREGATE MEAL – SFY 2022 (July 2021 to June 2022)

Provider	# of individuals served	# of meals served
Ashton Senior Center	58	2,758
Challis Senior Center	64	1,618
Idaho Falls Senior Center	94	1,570
Lost River Senior Center	101	5,000
Mackay Senior Center	52	1,656
Madison Senior Center	153	2,725
Ririe Senior Center	46	1,303
Salmon Senior Center	95	2,677
Senior West of the Tetons	121	2,288
South Fremont Senior Center	112	4,595
West Jefferson Senior Center	29	1,317

B. HOME-DELIVERED MEAL – SFY 2022 (July 2021 to June 2022)

Providers	# of individuals served	# of meals served
Ashton Senior Center	30	4,785
Challis Senior Center	37	4,718
Idaho Falls Senior Center	335	47,420
Lost River Senior Center	48	5,839
Mackay Senior Center	8	343
Madison Senior Center	130	17,114
Rigby Senior Center	59	9,880
Ririe Senior Center	36	9,178
Salmon Senior Center	70	7,731
Senior West of the Tetons	45	3,804
South Fremont Senior Center	65	11,066

C. Transportation Services– SFY 2022 (July 2021 to June 2022)

Providers	# of boardings
Ashton Senior Center	1,026
Challis Senior Center	4
Lemhi County Economic Development Association (LCEDA)	1,354
Mackay Senior Citizens	124
Qualicare	110
Seniors West of the Tetons	28
South Fremont Senior Citizens	2,626

D. LEGAL SERVICES– SFY 2022 (July 2021 to June 2022)

Providers	# of hours
Idaho Legal Aid Services	214.40

VII. PROGRAM FUNDING HISTORIES:

The program histories provide important background material about funding levels of major programs.

A. CONGREGATE MEALS

SFY	Cong. Meal – Program Total	% Funded of AAA Total Budget	*NSIP
2020 (July 2019-June 2020)	\$79,034.90	5%	See below
2021 (July 2020-June 2021)	\$48,923.30	4%	See below
2022 (July 2021-June 2022)	\$77,019.60	6%	See below

*Nutrition Services Incentive Program: USDA funding for the purchasing of foods that are produced in the United States which meet nutrition guidelines. NSIP funds are supplemental funding and granted yearly. NSIP \$ amounts are based on the Federal Fiscal Year cycle.

B. HOME-DELIVERED MEALS

SFY	HDM – Program Total	% Funded of AAA Total Budget	*NSIP
2020 (July 2019-June 2020)	\$375,443.25	26%	\$109,888.37
2021 (July 2020-June 2021)	\$392,141.75	29%	\$103,594.79
2022 (July 2021-June 2022)	\$396,103.50	31%	\$99,462.13

* Nutrition Services Incentive Program: USDA funding for the purchasing of foods that are produced in the United States which meet nutrition guidelines. NSIP funds are supplemental funding and granted yearly. NSIP \$ amounts are based on the Federal Fiscal Year cycle.

C. TRANSPORTATION SERVICES

SFY	Transportation – Program Total	% Funded of AAA Total Budget
2020 (July 2019-June 2020)	\$18,330.00	1%
2021 (July 2020-June 2021)	\$6,444.00	1%
2022 (July 2021-June 2022)	\$15,816.00	1%

D. LEGAL AID SERVICES

SFY	Legal – Program Total	% Funded of AAA Total Budget
2020 (July 2019-June 2020)	\$9,751.00	1%
2021 (July 2020-June 2021)	\$7,791.00	1%
2022 (July 2021-June 2022)	\$15,008.00	1%

VIII. PROGRAM DEFINITION & SPECIFICATIONS

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

1. By signing and submitting this certification, the recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies

available to the federal government, the appropriate federal agency may pursue available remedies, including suspension and/or debarment.

3. The recipient of federal assistance funds shall provide immediate, written notice to the person to which this is submitted if at any time the recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “,” and “voluntarily excluded,” as used in this clause, have the means set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The recipient of federal assistance funds agrees that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the appropriate federal agency.
6. The recipient of federal assistance funds further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the appropriate federal agency may pursue available remedies including suspension and/or debarment.

IX. ADDITIONAL GENERAL TERMS & CONDITIONS OF AAA CONTRACT

1. As used in these General Terms and Conditions, the following terms have the following meanings:
 - A. **“Area Agency”** means the Area Agency on Aging Serving Eastern Idaho, a division of Eastern Idaho Community Action Partnership (EICAP).
 - B. **“Director”** means the Area Agency Director.
 - C. **“Equipment”** means any personal property items having an acquisition cost of \$5,000.00 or more, including tax, freight, installation, and a life expectancy of one year or more.

- D. **“Compensation”** means that part of this Contract which contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this Contract. Compensation also means Cost or Price.
- E. **“Contract”** means the combination of the 2023 Request For Proposal, the Contract dated effective July 1, 2023, and all exhibits thereto (including, but not limited to, these General Terms and Conditions), specifications or scopes of work, the Offer, any amendments to any of the above-described documents, and any terms implied by law, regulation, and/or rule.
- F. **“Provider”** means an entity that enters into this Contract with Area Agency.
- G. **“Contract Expenditures”** means expenditures made by the Provider during the term of this Contract and pursuant to the approved budget for Contract services.
- H. **“Contracts Manager”** means the Area Agency staff person who is assigned overall responsibility for the Contract.
- I. **“Days”** means calendar days, unless otherwise specified.
- J. **“Eligible Persons”** means the persons determined eligible for Contract services in accordance with the criteria set forth herein.
- K. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- L. **“Reimbursement Ceiling”** means the maximum amount payable by Area Agency to the Provider under this Contract.
- M. **“Scope of Work”** means the methodology or description of service(s) to be provided pursuant to this Contract. Scope of Work also means “Service.”
- N. **“State”** means the State of Idaho.
- O. **“SubContract”** means any contract or agreement between the Provider and another party to provide or be accountable for providing all or part of the services for which the Provider has contracted with Area Agency to provide.

2. Amendments: Any change to this Contract, except non-material changes, requires a written Contract amendment.

- A. A written amendment to this Contract will be required whenever there is a material change in the content to include, but not limited to, the following:
 - (1) Reimbursement Ceiling;
 - (2) Contract term if extended and/or reduced without terminating the Contract;
 - (3) Service delivery plan, the Scope of Work, or the level/units of service to be provided;
 - (4) Rate paid per unit of service;
 - (5) Ownership or legal entity responsible for the Contract;
 - (6) For any other change in the terms and conditions of the Contract which Area Agency deems substantial.

B. The Provider shall give written notice to Area Agency of any non-material change within five business days of the change, such as, but not limited to, the following:

- (1) Change of address;
- (2) Change of telephone number;
- (3) Change of Contractor's authorized signatory or his/her designee;
- (4) Changes in the name and/or address of the person to whom notices are to be sent;
- (5) Changes in Contract-related personnel positions of the Provider which do not affect staffing ratios, staff Proposals, or specific individuals required under this Contract; and
- (6) Change in the name of the Contractor, where the ownership or responsible entity remains the same.

C. Where a change does not fall in any of the categories listed in paragraph B above, the Provider must obtain the written approval from the Area Agency Director prior to effecting the change.

3. Drug Free Workplace: The Service Provider shall publish a policy statement specifying standards of conduct and sanctions for violations. The policy statement shall establish the standards of conduct regarding the use, possession, and distribution of alcohol and other drugs, and/or impairment as a result of such conduct, and sanctions for violations of the policy.

4. Payments: The Provider will be paid as specified in the Contract. The payment must comply with Area Agency and Idaho Commission on Aging requirements and be made according to the methods of compensation as follows:

A. The Provider will report Contract expenditures to the Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions.

B. The Provider will submit invoices for units of service provided to Area Agency by the 10th day of each month. Invoices not provided by the 10th day of the month will be processed with the next month's invoices.

C. Contractor's invoices will reflect units of service authorized within the terms of the Contract.

D. Upon timely receipt of applicable, accurate and complete reports, Area Agency will authorize payment or reimbursement in accordance with the method(s) indicated by this Contract.

E. Invoices approved by Area Agency will be paid by Area Agency according to the contract or upon release of funds by the Idaho Commission on Aging, whichever is later, if all required reports have been received in a timely manner and are verified for accuracy.

- F. If the Provider is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
 - G. Area Agency will not authorize payments outside the attached scope of work and budget to this Contract, without a fully executed written Amendment.
5. Payment Recoupment: Provider must reimburse Area Agency immediately upon demand or Area Agency may deduct from future payments the following:
- A. Any amounts received by Provider from Area Agency for Contract services which have been inaccurately reported or are found to be unsubstantiated;
 - B. Any amounts paid by the Provider to a SubContractor not authorized in writing by Area Agency;
 - C. Any amount or benefit paid directly or indirectly to an individual or organization as specified in the "Substantial Interest" section of these terms and conditions.
 - D. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants and Contracts, or payments;
 - E. Any amounts expended for items or purposes determined unallowable by Area Agency. See the "Unallowable Costs" section of these terms and conditions;
 - F. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Provider to perform Contract services;
 - G. Any amounts identified as a financial audit exception; and,
 - H. Any amounts paid or reimbursed in excess of the Contract or service Reimbursement Ceiling.

If Area Agency determines that the Provider has improperly spent any monies paid to it under this Contract, the Provider agrees that Area Agency immediately may record or obtain a lien in the amount of such determination against real property and any other assets of the Contractor, and the Provider will sign all documents the Area Agency deems necessary to protect such liens. Failure to sign any such documents will be a material breach upon which Area Agency may immediately terminate this Contract.

- 6. Professional Standards and Levels of Service: The Provider will deliver Contract services in a safe, humane and respectful manner and in accordance with any and all applicable professional accreditation standards and/or safety standards, and applicable laws, regulations, rules, and/or policies.
- 7. A template of the contract is available on the AAA website for the potential Provider's review as to additional terms and conditions of the contract.

