

# Guide to Request for Qualifications

for the selection of Providers to provide

**Chore Services  
Homemaker Services  
Respite Services**

for the period

**July 1, 2021 through June 30, 2024**

***Area Agency on Aging Serving Eastern Idaho***



*Assistance. Advocacy.  
Answers on Aging.  
Area VI Agency on Aging*

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



**Completed Qualifications must be physically in the possession of the Area Agency on Aging  
*Serving Eastern Idaho* by 4:30 p.m., Friday, May 7, 2021.**

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Sections I through VIII provide the information, background, and instructions for completion of Requests for Qualifications for Chore, Homemaker, and Respite Services.

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# I. PUBLIC NOTICE

## Legal Advertisement

### Request for Qualifications

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

Chore Services  
Homemaker Services  
Respite Services

The Request for Qualifications Guide and application materials are available on the AAA's website at: [www.eastidahoaaging.com](http://www.eastidahoaaging.com). Providers may submit Qualifications for one or more services in any or all of the designated cities/counties. Contracts will be issued for the period of July 1, 2021 through June 30, 2024.

Providers with questions regarding the application packet should contact the AAA Contracts Manager, Casie Adams by telephone at (208) 522-5370 x 205 or by e-mail at [cadams@eicap.org](mailto:cadams@eicap.org). An informational Provider's Conference will be held on Zoom on Monday, April 29, 2021 from 10 am-12 Noon.

Zoom Information:

<https://zoom.us/j/97073537000?pwd=eDlpeE4yR2lvdFI4eEdPT05FVVRwUT09&from=addon>

Meeting ID: 970 7353 7000

Passcode: 4LsBPN.

After the Providers' Conference is concluded, the AAA will not answer any questions or provide any additional information to a Provider. Providers must submit Qualification applications to the Area Agency on Aging Serving Eastern Idaho, 935 E. Lincoln Rd., Idaho Falls, ID 83405 **by 4:30 p.m. on Friday, May 7, 2021.**

Award announcements will be made on Friday, June 11, 2021 by email.

The contract signing will be at EICAP on Wednesday, June 22, 2021 between 9am and 11am to finalize awarded 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 Notice Newspaper and Website Posting 03/08/2021 – 03/26/2021

Requests for Qualifications mailed/e-mailed 03/08/2021 – 05/06/2021

Provider's Conference 04/29/2021 @ 10am – 12pm

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 a Qualification should be directed to the AAA Contracts Manager, Casie Adams, via email at [cadams@eicap.org](mailto:cadams@eicap.org) or 208-522-5370 x 205. The question and answer will be posted on the Area Agency on Aging Website: [www.eastidahoaging.com](http://www.eastidahoaging.com)

\*\* This will be held through Zoom:

<https://zoom.us/j/97073537000?pwd=eDlpeE4yR2lvdFI4eEdPT05FVVRwUT09&from=addon>

Meeting ID: 970 7353 7000

Passcode: 4LsBPN.

**Qualifications Due to Area Agency on Aging Serving Eastern Idaho by 4:30 pm 05/07/2021**

Recording of Qualifications Received – Idaho Falls 05/10/2021

Qualification Review by Selection Committee 05/17/2021- 05/21/2021

Recommendation of Selection Committee presented to EICAP Board of Directors 06/08/2021

Award Announcements 06/11/2021

Contracts Signed & Vendor Package Completed 06/22/19 9am-11am

New Contracts Begin 07/01/2021

### **III. GUIDE TO THE REQUEST FOR QUALIFICATION PROCESS AND APPLICATION**

#### **A. PURPOSE**

The Area Agency on Aging *Serving Eastern Idaho* (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 ten counties of Eastern Idaho. A significant part of this responsibility is accomplished through utilization of contracted service providers. The AAA is accepting Qualifications from interested Providers for Chore, Homemaker and Respite services in Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, and Teton Counties.

#### **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, 2021 and June 30, 2024. 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 AAA's 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 (as determined in the sole and absolute discretion of the AAA).
- 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. QUALIFICATIONS OF THE PROPOSING PROVIDER**

##### **To be considered for a contract with the AAA:**

- A Provider must have an e-mail address for communicating and otherwise conducting business with the AAA.
- 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. These documents are available for review at AAA / EICAP during regular business hours. They may also be found on-line at:

**Federal Statute:**

Older Americans Act of 1965, Public Law 109-365  
<https://legcounsel.house.gov/Comps/Older%20Americans%20Act%20Of%201965.pdf>

**Federal Regulations:**

45 CFR Part 1321 [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr1321\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr1321_main_02.tpl)  
 45 CFR Part 1328 <https://www.ecfr.gov/cgi-bin/text-idx?SID=af19e8331f1d38d160445b0f69adf613&mc=true&node=pt45.4.1328&rgn=div5>

**State Statutes:**

Idaho Senior Services Act, IC §67-5001 et seq  
<https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH50/>

**Rules:** Rules of the Idaho Commission on Aging

IDAPA 15.01.01 – Rules Governing Senior Services Programs  
 IDAPA 15.01.21 – Rules Governing the Older Americans Act Services  
<http://adminrules.idaho.gov/rules/current/15/index.html#Blind>

**ICOA Program Manual & Service Implementation Guides:**

<https://aging.idaho.gov/resources/>  
<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>

- Provide and document Outreach functions to locate persons in the community who are not participating in available programs or receiving services for which they qualify, identify their service needs, provide them information about aging programs and services available in their communities, and assist them with accessing services they need or programs in which they want to participate.
- 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 Qualifications will be made.**

Each Provider must complete the entire Qualification Application which includes the Qualification Submission Information, Qualification Submittal Letter, Qualification Application, Budget/Funding Request, Debarment Certification and Qualification Checklist. The Provider must also submit all attachments required throughout the Application.

**Answers to all parts of the Qualification application must be typed or computer printed. The Qualification must be fully completed. Failure to submit all information requested could result in the Qualification being classified as “unacceptable” or rejected on the basis of unresponsiveness.** It is the responsibility of all Providers to examine the entire Request for Qualifications 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 a Qualification.

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

**Provider must submit one original Qualification Application, as well as one copy. Qualifications must be physically in the possession of the AAA by 4:30 pm MST on Friday, May 7, 2021. Emailed or faxed Qualifications will not be accepted. The Qualification should clearly be labeled QUALIFICATION. AAA recommends hand delivery rather than mailing. Late or incomplete Qualifications will not be accepted. No exception to the time frame will be made.**

Mailing/Street Address: AAA / EICAP  
 Attn: Casie Adams  
 935 E Lincoln Rd  
 Idaho Falls, ID 83401

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

## **E. OPENING OF QUALIFICATION**

Qualifications received by the correct time and date, sealed, and properly labeled as “QUALIFICATION” will be opened between 8am and 4:30pm on Monday, May 10, 2021 in the AAA office. The name of each Provider and the service for which it is submitting a Qualification will be read and recorded.

## **F. CANCEL OR REJECT QUALIFICATIONS**

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

## **G. SELECTION PROCESS**

- AAA staff will review each Qualification to ensure that it has been submitted on time, is complete, and includes all required documents.
- The Selection Committee will review each Qualification.
- **Factors to be considered include responses that are complete, detailed, and accurate; demonstrate competence, qualifications, and training; describe a history of similar contracts or service provision to the elderly and/or disabled; describe methods, standards of performance, and objectives; and provide rate Qualifications and budget figures that are competitive, reasonable, consistent, and sufficient.**
- AAA reserves the right for the Selection Committee to request an oral interview with each Provider, if necessary. Providers may be scheduled to make formal presentations and answer questions from committee members. The AAA may look at references; survey the Providers’ facilities, staff, records, and finances; and recommend changes in the proposed methodology or service costs.
- The Selection Committee will forward its recommendations to the EICAP Board of Directors. EICAP’s Board of Directors will make the final decision.
- Qualifications 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 Qualification submitted and from past performance, if any. Providers should fully describe their background, experience, and procedures in the Qualification application. The AAA reserves the right to use any information provided in the Qualification application and previous experience with the AAA to determine the Provider’s potential for acceptable performance of proposed activities. Qualifications will be reviewed and scored in accordance with the following criteria:**

### **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.

**Qualification Narrative provision and Past Performance (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.

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.

**Partnership, Collaboration and Fund Leveraging (10 points)**

The Provider has documented partnerships, collaboration and leveraged resources.

**Cost Effectiveness, Budget and Line Items (20 points)**

Budgeted costs must be reasonable, legally allowable, necessary and clearly explained. Overall, the Qualification must show a level of cost effectiveness. Qualification 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 Qualification must appropriately reflect the Provider's costs and its ability to leverage other funds.

**I. CONTRACT PROCESS**

After the Qualification 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 Qualification 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 Qualification by June 11, 2021. 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 Qualification process and the Provider must specifically identify how the process resulted in its Qualification 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 the EICAP Board Chair.

## IV. BACKGROUND INFORMATION

Service Area Maps:

The service area maps on the following pages are intended to identify the ten-county planning and service area (PSA) of the AAA.

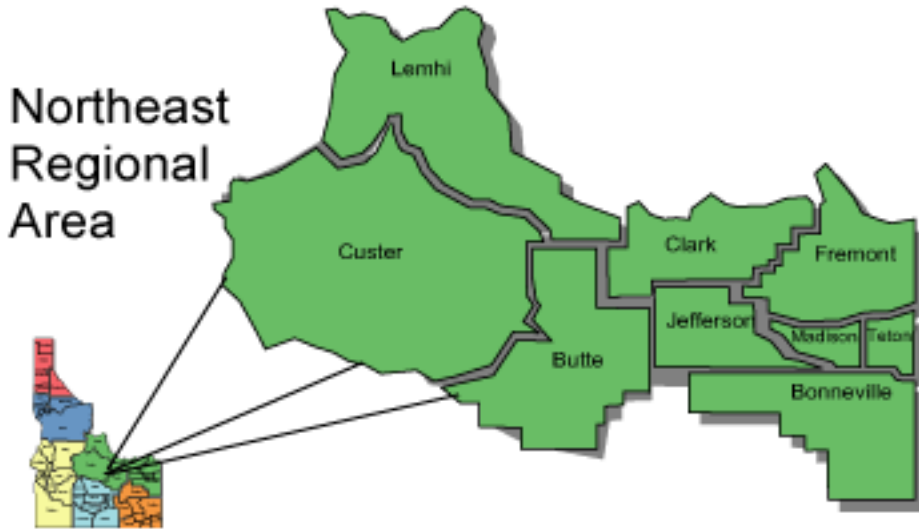
According to the Idaho Commission on Aging from the U.S. U.S. Bureau of the Census 2013-2017 American Community Survey, the total senior population over the age of 60 in the PSA is 40,035.

The county breakdown for persons 60 and older is:

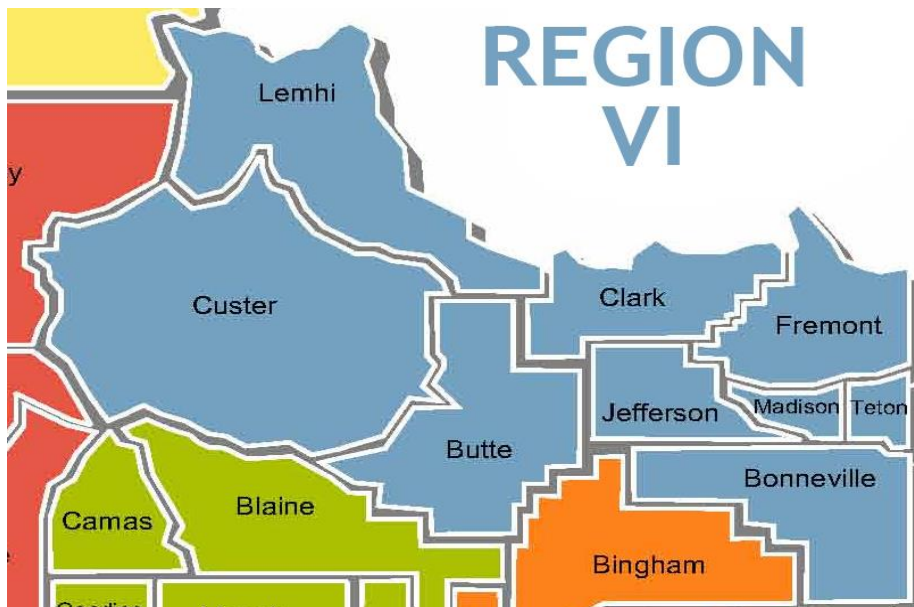
<b>County</b>	<b>2017</b>
Bonneville County	20,806
Butte County	826
Clark County	199
Custer County	1,581
Fremont County	3,029
Jefferson County	4,676
Lemhi County	3,085
Madison County	3,830
Teton County	2,003
<b>Area 6</b>	<b>40,035</b>

## V. SERVICE AREA MAPS

### PSA VI



AAA – Planning and Service Area



**Note: Total square miles of Planning Service Area is 19,330.**

The AAA covers 19,330 square miles in nine eastern-most counties in the state: 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.

## VI. CONTRACTING STATISTICS BY PROGRAM

### A. CHORE STATISTICS – SFY 2020

Clients Served by Chore Providers in SFY 2020 (July 2019 to June 2020)

County	Number of clients served	Number of units(hours) provided
Bonneville	10	92.25
Butte	0	0
Clark	0	0
Custer	1	7.5
Fremont	2	32.25
Jefferson	1	1
Lemhi	0	0
Madison	0	0
Teton	0	0
<b>TOTAL</b>	<b>14</b>	<b>133</b>

### B. HOMEMAKER STATISTICS – SFY 2020

Clients Served by Homemaker Providers in SFY 2020 (July 2019 to June 2020)

County	Number of clients served	Number of units(hours) provided
Bonneville	148	3,557
Butte	10	409.5
Clark	0	0
Custer	10	284.75
Fremont	10	337.25
Jefferson	23	435.75
Lemhi	13	366.25
Madison	23	556.75
Teton	3	9.5
<b>TOTAL</b>	<b>240</b>	<b>5,956.75</b>

### C. RESPITE STATISTICS – SFY 2020

Clients Served by Respite Providers in SFY 2020 (July 2019 to June 2020)

County	Number of clients served	Number of units(hours) provided
Bonneville	45	2,323.25
Butte	5	262.25
Clark	0	0
Custer	6	582.5
Fremont	8	366.75
Jefferson	8	201.75
Lemhi	3	372.5
Madison	4	67
Teton	0	0
<b>TOTAL</b>	<b>79</b>	<b>4,109</b>

## VII. PROGRAM FUNDING HISTORIES:

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

### A. CHORE SERVICES

SFY	Chore Services – Program Total
2018 (7-1-2017 to 6-30-2018)	\$777
2019 (7-1-2018 to 6-30-2019)	\$2,071
2020 (7-1-2019 to 6-30-2020)	\$1,866

### B. HOMEMAKER SERVICES

#### State and Federal Funds

SFY	Homemaker Services – Program Total
2018 (7-1-2017 to 6-30-2018)	\$61,032
2019 (7-1-2018 to 6-30-2019)	\$70,990
2020 (7-1-2019 to 6-30-2020)	\$81,173

#### United Way and Local Funds

SFY	Homemaker Services – Program Total
2018 (7-1-2017 to 6-30-2018)	\$11,586.64
2019 (7-1-2018 to 6-30-2019)	\$3,899.26
2020 (7-1-2019 to 6-30-2020)	\$9,000

### C. RESPITE SERVICES

SFY	Respite Services– Program Total
2018 (7-1-2017 to 6-30-2018)	\$19,156
2019 (7-1-2018 to 6-30-2019)	\$45,338
2020 (7-1-2019 to 6-30-2020)	\$66,167

## VIII. PROGRAM DEFINITION & SPECIFICATIONS

All 3 services are subject to change based on ICOA requirements

### A. CHORE – STATEMENT OF WORK

#### Program Definition:

Chore services are designed for individuals who reside in their own residence. Chore can provide assistance with routine yard work, sidewalk maintenance, heaving cleaning, or minor household maintenance to persons who have functional limitations that prohibit them from performing these tasks.

#### Referral:

A referral for service, received from any source, including Provider, must be formally assessed by an Area Agency Intake Specialist prior to the initiation of service. If the Provider refers a client to the program, and the client is not eligible for service, the Provider agrees not to bill the Area Agency or the client (unless other arrangements have been made).

#### Eligibility:

An individual 60 years of age or older who has functional or cognitive limitations which inhibits him/her from maintaining their home or yards, is needed to improve the individual's safety at home, and there are no available formal or informal supports. Determination of eligibility for service is the sole responsibility of the Area Agency on Aging Information & Assistance program. A referral for service, received from any source, must be formally assessed by an Area Agency on Aging Intake Specialist of Eastern Idaho prior to the initiation of service. Chore services must be provided according to the Supportive Service Plan (SSP) developed by the Area Agency on Aging

#### Authorization and Documentation:

Determination of eligibility for service is the sole responsibility of Area Agency Information & Assistance program. A referral must be screened using the ICOA Comprehensive Assessment Tool (I-CAT). This process helps determine eligibility, a consumer's level of need, type of service needed, and potential referrals. The Provider will be notified by the Area Agency only when Chore service is authorized. Chore services must be provided according to the I-CAT Section Two (Eligibility, Consent and Referral).

Available family shall be involved in developing a SSP for the client to ensure the formal services provided shall enhance any available informal supports provided. A client or legal representative shall have the right to accept, refuse, or change Provider at any time.

The Area Agency will submit via email the SSP to the provider chosen by the consumer. The provider must confirm via email to the AAA that they have received the consumer's SSP within five business days thereafter, indicating that they have accepted the SSP and will begin providing chore services to the consumer based off of the SSP. If the Provider fails to confirm with the AAA that they have received the SSP within such five-day period, the client may select another Provider.

The service worker is required to document each client visit, noting the tasks accomplished, the beginning and ending time of each visit, and any changes in client condition or circumstances. The client will verify the service units and timelines of each visit by signing the documentation.

**The Provider shall designate one point of contact to receive incoming referrals and updated Chore services allocations, and to acknowledge and respond (in writing) to Area Agency correspondence.**

#### Accommodations:

The Provider shall provide:

- Accommodations for Geographic Inaccessibility: Provider shall make and document efforts to locate and hire a part-time worker or generate a volunteer to meet the client service need.
- Accommodations for Language: Provider shall make accommodations to work with persons who speak a language other than English.
- Cultural Accommodations: Provider shall accommodate cultural differences and take them into account when delivering services.
- Accommodations for Disabilities: Provider shall make accommodations to work with persons who have vision or hearing impairments or other disabilities.

**Unit of Service:**

A service unit equals one hour, or fraction thereof, in service to the client. Transportation to and from the client's home is **not** to be included as part of the service unit.

**Program Restrictions:**

Providers shall ensure, through personnel policies, orientation procedures, signed agreements and supervision that service worker conduct is governed by the following restrictions. A copy of these restrictions, signed by the service worker, shall be placed in each personnel file.

A service worker **shall not**:

- accept money or a loan, in any form, from a client
- solicit the purchase of goods, materials, or services
- provide a personal telephone number or home address to client
- work privately for a client of Chore services
- 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
- engage in religious proselytizing during the course of employment
- 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
- divulge any information about client
- smoke in the home of a client

**Client Choice:**

Each client assessed and authorized to receive Chore services shall be provided with a list of Area Agency authorized Providers and shall designate the provider of his/her choice. A client may, at any time and in his/her sole discretion, terminate the services of a Provider and designate another authorized Provider.

**Reimbursement:**

In consideration of the Provider's services herein, performed in a manner acceptable to Area Agency, Area Agency shall reimburse the Provider no more than once per month in the amounts not to exceed those authorized by the Area Agency SSP at the fixed rate of \$16.50 per service unit. NOTE: Area Agency reserves the right to deny any claim in excess of the amounts authorized by Area Agency. The Area Agency also reserves the right to not reimburse for services prior to the Area Agency approving the service. **It is the Provider's responsibility to monitor the scheduling of services in accordance with the authorized amounts, the start date, and end date.**

**Area Agency will not be responsible for payment of any bills received more than sixty days after the previous month services are provided.**

**Fees:**

Clients whose self-declared income exceeds one hundred percent (100%) of poverty, as established by the United States Department of Health and Human Services shall be required to pay a fee for service. A client's payment shall be determined by Area Agency based on a sliding fee scale provided annually by the Idaho Commission on Aging. **The Provider is solely responsible for collecting the client fee for service.** The fee for service must be deducted from the Provider's cost per unit and the Area Agency will pay the difference. Providers shall maintain accounting records of all fees and of all monies expended from these sources. The Provider shall establish a standardized system for billing and collecting fees.

Fees may be waived by the Area Agency Director for clients who refuse to pay a fee if there is documented evidence that not providing the service would increase risk or harm to the client.

Clients whose annual income falls below poverty shall be given the opportunity to make voluntary donations. All donations must be submitted to the Area Agency.

**Notifications to Area Agency:**

Any change that impacts client services must be discussed jointly by the Provider and the Area Agency Intake Specialist assigned to the client(s).

The Area Agency Contracts Manager must be informed in writing within three business days of the change and is available to assist in resolution in the following:



1. **Significant changes:**
  - a. In the client's physical, mental, financial or home environment,
  - b. Staffing difficulties (e.g., inability to find or maintain personnel),
  - c. Scheduling problems,
  - d. Conflicts between a client and Provider personnel
  - e. Signs of abuse, neglect, or exploitation
  
2. **Eligible for other services:** When clients are determined by the Idaho Department of Health & Welfare to be eligible for Medicaid Home and Community-Based Services (HCBS), they are no longer eligible for Area Agency Chore services unless the services are determined to be needed on an interim, emergency basis until Medicaid HCBS is initiated.
  
3. **Lapse in Service Delivery:** If the provider is unable to provide service and misses **TWO** consecutively scheduled day.

**Denial of Service:**

A request for services may be denied for any of the following reasons, but the client must be given the right to appeal in accordance with IDAPA 15.01.20, Section 003. Area Agency on Aging Contracts Manager shall be notified within three business days of any denial of service.

- The client's functional or cognitive deficits are not severe enough to require services.
- Family or other informal supports are adequate to meet client's current needs.
- The client's needs are of such magnitude that more intensive supports, such as Medicaid, attendant care, or referral for residential or nursing home placement are indicated.
- The client's home is hazardous to the health or safety of service workers.
- The client's home is more than twenty miles from the nearest point of service provision, and the Provider can document efforts to locate a service worker to fill the service need have been unsuccessful.

**Termination of Service:**

Providers do not have the right to terminate services to client's.

If a Provider intends to discontinue services to a client, the Provider must inform the Area Agency Contracts Manager of their intent and allow for a two week transition to a different provider. A justification for service termination must be in writing to the Area Agency on Aging Contracts Manager.

If a Provider believes a client is not eligible for the service, they must notify the Area Agency, in writing, to investigate the client's eligibility and take any necessary corrective action. Services may be terminated by the provider for any of the reasons listed below:

- Services proved ineffective, insufficient, or inappropriate to meet client needs
- Other resources were utilized
- Client withdrew from the program or moved
- Family or other support to client increased
- Client placed in a long-term care facility
- Client died (no notification of termination required)
- Client's functioning improved
- Client refused service
- Client's home is hazardous to the service worker (requires prior notification of the Area Agency Director, with final approval being at the discretion of the Area Agency Director)
- Client refuses to allow remediation of health/safety factors in the home
- Client's home is not reasonably accessible
- Client's behavior is a threat to the safety of the service provided (requires prior notification of the Area Agency Director, with final approval being at the discretion of the Area Agency Director)
- Client verbally abuses or sexually harasses the service worker
- Client refused to pay fee determined for services
- A service worker is not available in locale
- Services are no longer cost effective

### **Training & Supervision:**

All service worker shall receive an employee orientation from the provider before performing Chore services. Orientation shall include the purpose and philosophy of Chore services, review of homemaking skills, program regulations, policies and procedures, proper conduct in relating to clients, and handling of confidential and emergency situations involving a client.

- CPR: Service workers shall complete CPR training within three months of hire and shall maintain certification thereafter.
- In-Service Training: Providers shall annually provide service workers with a minimum of ten hours training, including CPR, for the purpose of upgrading their skills and knowledge.
- 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. Service worker supervisors shall be available to service workers during work hours to discuss changes in clients' circumstances, to resolve problems with schedules, or to respond to emergencies.
- Providers shall assure that services workers who assist with bathing and hair washing receive specific training in performing these services prior to being assigned to a client.

### **Medical Emergencies:**

In case of a medical emergency, the service worker shall immediately call 911 or the available local emergency medical services and, if appropriate, shall initiate CPR.

### **Disclosure of Information:**

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.

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:

- Only disclose information for purposes directly related to the administration of the program under which the client is applying for or receiving benefits; or
- Disclose client information to auditors and to persons conducting research within certain defined circumstances as approved in writing by the EICAP or ICOA.

Client's Expectation of Privacy. Disclosure of information to others does not abrogate a client's expectation of privacy as protected by the law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure.

Disclosure Required. The disclosure of information required for a coordinated assessment of a client and for coordinating delivery of service to a client is allowed between agency network providers and, if required, the Department of Health and Welfare. Disclosure to individuals outside that group shall not be authorized without prior written approval from the ICOA.

### **Comply with Federal, State, and local laws, regulations, and rules including by not limited to:**

- Fire, health sanitation, safety, building, and zoning laws, ordinances, or codes (*IDAPA 15.01.2*)
- Federal Occupational Safety and Health Administration (*O.S.H.A. and IDAPA 15.01.21*)
- Provisions of the American with Disabilities Act (*PL 101-336 and IDAPA 15.01.21*)
- **Applicable provisions of OAA and Idaho Senior Services Act, together with all related federal regulations, state administrative rules, and ICOA Operations Manual.**

## **B. HOMEMAKER – SCOPE OF WORK**

### **Program Definition:**

Homemaker service is designed for clients aged 60 years of age and older to provide assistance required to compensate for functional or cognitive limitations which prevent them from maintaining a safe home environment. Homemaker services provide assistance to eligible individuals in their own home or, based on an adult protection referral, in a caregiver's home, to restore, enhance, or maintain their capabilities for self-care and independent living.

Homemaker services which may be authorized include:

- General cleaning of house
- Making and changing of beds
- Washing dishes

Meal preparation  
Laundry services  
Essential errands for food and medications  
Provide bathing or hair washing, if qualified staff is available

Service workers shall **NOT** perform the following services:

Prepare meals for a client if home-delivered meals are available and approved

Transport a client

Make medical judgments nor deny determinations regarding the application of advance directives

#### **Program Specifics:**

The purpose of the service is to:

- Maintain independence and dignity: To secure and maintain, in a home environment, the independence and dignity of clients who are capable of self-care with appropriate supportive services
- Prevent institutionalization: To avoid or delay placement into long-term care institutions
- Remedy harmful living arrangements: To promote the health and safety of the client
- Crisis intervention: To assist the client through a crisis situation, if the homemaker service(s) required meet the client's needs and can be provided within the guidelines set forth

#### **Referral:**

A referral for service, received from any source, including Provider, must be formally assessed by an Area Agency Intake Specialist prior to the initiation of service. If the Provider refers a client to the program, and the client is not eligible for service, the Provider agrees not to bill the Area Agency or the client (unless other arrangements have been made).

#### **Eligibility:**

An individual 60 years of age or older (or otherwise determined by the Area Agency) who has functional or cognitive limitations which prevents him/her from maintaining a safe home environment. Determination of eligibility for service is the responsibility of Area Agency Information and Assistance Program.

#### **Authorization and Documentation:**

Determination of eligibility for service is the sole responsibility of Area Agency Information & Assistance program. A referral must be screened using the ICOA Comprehensive Assessment Tool (I-CAT). This process helps determine eligibility, a consumer's level of need, type of service needed, and potential referrals. The Provider will be notified by the Area Agency only when Homemaker service is authorized. Homemaker services must be provided according to the I-CAT Section Two (Eligibility, Consent and Referral).

Available family shall be involved in developing a SSP for the client to ensure the formal services provided shall enhance any available informal supports provided. A client or legal representative shall have the right to accept, refuse, or change Provider at any time.

The Area Agency will submit via email the SSP to the provider chosen by the consumer. The provider must confirm via email to the AAA that they have received the consumer's SSP within five business days thereafter, indicating that they have accepted the SSP and will begin providing chore services to the consumer based off of the SSP. If the Provider fails to confirm with the AAA that they have received the SSP within such five-day period, the client may select another Provider.

The service worker is required to document each client visit, noting the tasks accomplished, the beginning and ending time of each visit, and any changes in client condition or circumstances. The client will verify the service units and timelines of each visit by signing the documentation.

**The Provider shall designate one point of contact to receive incoming referrals and updated Homemaker services allocations, and to acknowledge and respond (in writing) to Area Agency correspondence.**

#### **Accommodations:**

The Provider shall provide:

- Accommodations for Geographic Inaccessibility: Provider shall make and document efforts to locate and hire a part-time worker or generate a volunteer to meet the client service need.

- Accommodations for Language: Provider shall make accommodations to work with persons who speak a language other than English.
- Cultural Accommodations: Provider shall accommodate cultural differences and take them into account when delivering services.
- Accommodations for Disabilities: Provider shall make accommodations to work with persons who have vision or hearing impairments or other disabilities.

**Unit of Service:**

A service unit equals one hour, or fraction thereof, in service to the client. Transportation to and from the client's home is **not** to be included as part of the service unit.

**Program Restrictions:**

Providers shall ensure, through personnel policies, orientation procedures, signed agreements and supervision that service worker conduct is governed by the following restrictions. A copy of these restrictions, signed by the service worker, shall be placed in each personnel file.

A service worker **shall not:**

- accept money or a loan, in any form, from a client
- solicit the purchase of goods, materials, or services
- provide a personal telephone number or home address to client
- work privately for a client of homemaker services
- 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
- engage in religious proselytizing during the course of employment
- 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
- divulge any information about client
- smoke in the home of a client

**Client Choice:**

Each client assessed and authorized to receive Homemaker services shall be provided with a list of Area Agency authorized Providers and shall designate the provider of his/her choice. A client may, at any time and in his/her sole discretion, terminate the services of a Provider and designate another authorized Provider.

**Reimbursement:**

In consideration of the Provider's services herein, performed in a manner acceptable to Area Agency, Area Agency shall reimburse the Provider no more than once per month in the amounts not to exceed those authorized by the Area Agency SSP at the fixed rate of \$16.50 per service unit. NOTE: Area Agency reserves the right to deny any claim in excess of the amounts authorized by Area Agency. The Area Agency also reserves the right to not reimburse for services prior to the Area Agency approving the service. **It is the Provider's responsibility to monitor the scheduling of services in accordance with the authorized amounts, the start date, and end date.**

**Area Agency will not be responsible for payment of any bills received more than sixty days after the previous month services are provided.**

**Fees:**

Clients whose self-declared income exceeds one hundred percent (100%) of poverty, as established by the United States Department of Health and Human Services shall be required to pay a fee for service. A client's payment shall be determined by Area Agency based on a sliding fee scale provided annually by the Idaho Commission on Aging. **The Provider is solely responsible for collecting the client fee for service.** The fee for service must be deducted from the Provider's cost per unit and the Area Agency will pay the difference. Providers shall maintain accounting records of all fees and of all monies expended from these sources. The Provider shall establish a standardized system for billing and collecting fees.

Fees may be waived by the Area Agency Director for clients who refuse to pay a fee if there is documented evidence that not providing the service would increase risk or harm to the client.

Clients whose annual income falls below poverty shall be given the opportunity to make voluntary donations. All donations must be submitted to the Area Agency.

#### **Notifications to Area Agency:**

Any change that impacts client services must be discussed jointly by the Provider and the Area Agency Intake Specialist assigned to the client(s).

The Area Agency Contracts Manager must be informed in writing within three business days of the change and is available to assist in resolution in the following:

4. **Significant changes:**
  - a. In the client's physical, mental, financial or home environment,
  - b. Staffing difficulties (e.g., inability to find or maintain personnel),
  - c. Scheduling problems,
  - d. Conflicts between a client and Provider personnel
  - e. Signs of abuse, neglect, or exploitation
5. **Eligible for other services:** When clients are determined by the Idaho Department of Health & Welfare to be eligible for Medicaid Home and Community-Based Services (HCBS), they are no longer eligible for Area Agency Homemaker services unless the services are determined to be needed on an interim, emergency basis until Medicaid HCBS is initiated.
6. **Lapse in Service Delivery:** If the provider is unable to provide service and misses **TWO** consecutively scheduled day.

#### **Denial of Service:**

A request for services may be denied for any of the following reasons, but the client must be given the right to appeal in accordance with IDAPA 15.01.20, Section 003. Area Agency on Aging Contracts Manager shall be notified within three business days of any denial of service.

- The client's functional or cognitive deficits are not severe enough to require services.
- Family or other informal supports are adequate to meet client's current needs.
- The client's needs are of such magnitude that more intensive supports, such as Medicaid, attendant care, or referral for residential or nursing home placement are indicated.
- The client's home is hazardous to the health or safety of service workers.
- The client's home is more than twenty miles from the nearest point of service provision, and the Provider can document efforts to locate a service worker to fill the service need have been unsuccessful.

#### **Termination of Service:**

Providers do not have the right to terminate services to client's.

If a Provider intends to discontinue services to a client, the Provider must inform the Area Agency Contracts Manager of their intent and allow for a two week transition to a different provider. A justification for service termination must be in writing to the Area Agency on Aging Contracts Manager.

If a Provider believes a client is not eligible for the service, they must notify the Area Agency, in writing, to investigate the client's eligibility and take any necessary corrective action. Services may be terminated by the provider for any of the reasons listed below:

- Services proved ineffective, insufficient, or inappropriate to meet client needs
- Other resources were utilized
- Client withdrew from the program or moved
- Family or other support to client increased
- Client placed in a long-term care facility
- Client died (no notification of termination required)
- Client's functioning improved
- Client refused service
- Client's home is hazardous to the service worker (requires prior notification of the Area Agency Director, with final approval being at the discretion of the Area Agency Director)
- Client refuses to allow remediation of health/safety factors in the home
- Client's home is not reasonably accessible

- Client's behavior is a threat to the safety of the service provided (requires prior notification of the Area Agency Director, with final approval being at the discretion of the Area Agency Director)
- Client verbally abuses or sexually harasses the service worker
- Client refused to pay fee determined for services
- A service worker is not available in locale
- Services are no longer cost effective

#### **Training & Supervision:**

- All service worker shall receive an employee orientation from the provider before performing homemaker services. Orientation shall include the purpose and philosophy of homemaker services, review of homemaking skills, program regulations, policies and procedures, proper conduct in relating to clients, and handling of confidential and emergency situations involving a client.
- CPR: Service workers shall complete CPR training within three months of hire and shall maintain certification thereafter.
- In-Service Training: Providers shall annually provide service workers with a minimum of ten hours training, including CPR, for the purpose of upgrading their skills and knowledge.
- 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. Service worker supervisors shall be available to service workers during work hours to discuss changes in clients' circumstances, to resolve problems with schedules, or to respond to emergencies.
- Providers shall assure that services workers who assist with bathing and hair washing receive specific training in performing these services prior to being assigned to a client.

#### **Medical Emergencies:**

In case of a medical emergency, the service worker shall immediately call 911 or the available local emergency medical services and, if appropriate, shall initiate CPR.

#### **Disclosure of Information:**

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.

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:

- Only disclose information for purposes directly related to the administration of the program under which the client is applying for or receiving benefits; or
- Disclose client information to auditors and to persons conducting research within certain defined circumstances as approved in writing by the EICAP or ICOA.

Client's Expectation of Privacy. Disclosure of information to others does not abrogate a client's expectation of privacy as protected by the law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure.

Disclosure Required. The disclosure of information required for a coordinated assessment of a client and for coordinating delivery of service to a client is allowed between agency network providers and, if required, the Department of Health and Welfare. Disclosure to individuals outside that group shall not be authorized without prior written approval from the ICOA.

#### **Comply with Federal, State, and local laws, regulations, and rules including by not limited to:**

- Fire, health sanitation, safety, building, and zoning laws, ordinances, or codes (*IDAPA 15.01.2*)
- Federal Occupational Safety and Health Administration (*O.S.H.A. and IDAPA 15.01.21*)
- Provisions of the American with Disabilities Act (*PL 101-336 and IDAPA 15.01.21*)
- **Applicable provisions of OAA and Idaho Senior Services Act, together with all related federal regulations, state administrative rules, and ICOA Operations Manual.**

## **C. RESPITE – SCOPE OF WORK**

### **Program Definition:**

Respite services provide temporary; substitute supports or living arrangements for care recipients to provide a brief period of relief or rest for caregivers.

Respite services may include, but are not limited to the following:

- Meeting emergency needs
- Provide in-home respite, such as personal care, Respite, and other in-home respite;
- Prevent institutionalization by avoiding or delaying placement into long-term care institutions;
- Providing socialization for the care recipient

Respite services may be individualized to meet the caregivers needs.

### **Program Specifics Priority:**

Caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, shall be given priority.

### **Referral:**

A referral for service, received from any source, including Provider, must be formally assessed by an Area Agency Intake Specialist prior to the initiation of service. If the Provider refers an individual to the program, and the individual is not eligible for service, the Provider agrees not to bill the Area Agency or the individual (unless other arrangements have been made).

### **Eligibility:**

A caregiver eligible for Respite services must:

- Care for an individual (care recipient) who requires 24-hour care or supervision.
- Share the residence with the care receiver and be:
  - A person 18+ serving as a caregiver for a person aged 60 years or older, or as caregiver for a person of any age with Alzheimer's disease or a related dementia; or
  - Any relative, partner, friend or neighbor who has a significant personal relationship with and provides a broad range of assistance for a person aged 60 years or older with a chronic or disabling condition.

Determination of eligibility for service is the sole responsibility of Area Agency Information & Assistance program.

### **Unit of Service:**

A service unit equals one hour, or fraction thereof, in service to the individual. Transportation to and from the individual's home shall not be included as part of the service unit.

### **Individual Choice:**

Everyone assessed and authorized to receive Respite services shall be provided with a list of Area Agency authorized Providers and shall designate the provider of his/her choice. An individual may, at any time and in his/her sole discretion, terminate the services of a Provider and designate another authorized Provider.

### **Authorization and Documentation:**

A referral must be screened using the ICOA Comprehensive Assessment Tool (I-CAT). This process helps determine eligibility, an individual's level of need, type of service needed, and potential referrals. The Provider will be notified by the Area Agency only when Respite service is authorized. Respite services must be provided per the I-CAT Section Two (Eligibility, Consent and Referral).

Available family shall be involved in developing a Service Enrollment (SE) for the caregiver to ensure the formal services provided shall enhance any available informal supports provided. A caregiver or legal representative shall have the right to accept, refuse, or change Provider at any time.

The Area Agency will submit via email the SE to the provider chosen by the individual. The provider must confirm via email to the Area Agency that they have received the individual's SE within five business days thereafter, indicating that they have accepted the SE and will begin providing chore services to the individual based from the SE. If the Provider fails to confirm with the Area Agency that they have received the SE within such five-day period, the individual may select another Provider.

The service worker is required to document each caregiver visit, noting the tasks accomplished, the beginning and ending time of each visit, and any changes in the individual's condition or circumstances. The caregiver will verify the service units and timelines of each visit by signing the documentation.

**The Provider shall designate one point of contact to receive incoming referrals and updated Respite services allocations, and to acknowledge and respond (in writing) to Area Agency correspondence.**

**Reimbursement:**

In consideration of the Provider's services herein, performed in a manner acceptable to the Area Agency. The Area Agency shall reimburse the Provider no more than once per month in the amounts not to exceed those authorized by the Area Agency SE at the fixed rate of \$16.50 per service unit. NOTE: Area Agency reserves the right to deny any claim more than the amounts authorized by the Area Agency. The Area Agency also reserves the right to not reimburse for services prior to the Area Agency approving the service. **It is the Provider's responsibility to monitor the scheduling of services in accordance with the authorized amounts, the start date, and end date.**

**The Area Agency will not be responsible for payment of any bills received more than sixty days after the previous month services are provided.**

**Accommodations:**

The Provider shall provide:

- Accommodations for Geographic Inaccessibility: Provider shall make and document efforts to locate and hire a part-time worker or generate a volunteer to meet the individual service need.
- Accommodations for Language: Provider shall make accommodations to work with persons who speak a language other than English.
- Cultural Accommodations: Provider shall accommodate cultural differences and take them into account when delivering services.
- Accommodations for Disabilities: Provider shall make accommodations to work with persons who have vision or hearing impairments or other disabilities.

**Fees:**

Individuals whose self-declared income exceeds the current Idaho Commission on Aging (ICOA) approved Poverty guidelines, that are established by the United States Department of Health and Human Services shall be required to pay a fee for service. An individual's co-payment shall be determined by Area Agency based on a sliding fee scale provided annually by the ICOA.

**The Provider is solely responsible for collecting the individual fee for service.**

The fee for service must be deducted from the Provider's cost per unit and the Area Agency will pay the difference. Providers shall maintain accounting records of all fees and of all monies expended from these sources. The Provider shall establish a standardized system for billing and collecting fees. Fees may be waived by the Area Agency Director for individuals who refuse to pay a fee if there is documented evidence that not providing the service would increase risk or harm to the individual.



Individuals whose annual income falls below poverty shall be given the opportunity to make voluntary donations. All donations must be submitted to the Area Agency.

**Notifications to the Area Agency:**

Any change that impacts individual services must be discussed jointly by the Provider and the Area Agency. The Area Agency must be informed in writing within three business days of the change and is available to assist in resolution in the following:

- **Significant changes:**

- a. In the individual's physical, mental, financial or home environment,
- b. Staffing difficulties (e.g., inability to find or maintain personnel),
- c. Scheduling problems,
- d. Conflicts between an individual and Provider personnel
- e. Signs of abuse, neglect, or exploitation

- **Eligible for other services:**

When individuals are determined by the Idaho Department of Health & Welfare to be eligible for Medicaid Home and Community-Based Services (HCBS), they are no longer eligible for Area Agency Respite services unless the services are determined to be needed on an interim, emergency basis until Medicaid HCBS is initiated.

- **Lapse in Service Delivery:**

If the consumer or consumer representative is not present when the service is scheduled to be delivered after THREE CONSECUTIVELY SCHEDULED DAYS, the provider will again attempt to contact the consumer a third time. Provider will need to document the date and time they attempted to provide the service as well as the time they contacted the consumer that day and what the result of that phone call was. If the provider is unable to reach the consumer on the third consecutive occurrence, they will again contact the consumer's emergency contact and document the outcome of this phone call. If the emergency contact is not able to be reached on the third consecutive day, the provider will call Law Enforcement and request that a Welfare Check to be done on the consumer. The provider will also call and inform the Area Agency Contracts Manager that this is the third consecutively scheduled day they have attempted to provide the service with no answer or call back from the consumer, consumer representative, or emergency contact and that Law Enforcement has been contacted and a Welfare Check has been requested. At this time, the Area Agency will suspend service delivery until the provider notifies the Area Agency of the outcome of Law Enforcement's Welfare Check.

**\*\*\*NOTE:** If it is very unusual for the consumer to not call and not be home when the provider goes to provide the scheduled services, and the provider cannot reach the consumer, the consumer's representative etc. within a week of the first missed scheduled service delivery, the provider can call Law Enforcement and request that a Welfare Check be done on the consumer if they are concerned about their well-being.

**Denial of Service:**

A request for services may be denied for any of the following reasons, but the individual must be given the right to appeal in accordance with IDAPA 15.01.20, Section 003. The Area Agency on Aging Contracts Manager shall be notified within three business days of any denial of service.

- The individual's functional or cognitive deficits are not severe enough to require services.
- Family or other informal supports are adequate to meet individual's current needs.
- The individual's needs are of such magnitude that more intensive supports, such as Medicaid, attendant care, or referral for residential or nursing home placement are indicated.
- The individual's home is hazardous to the health or safety of service workers.

- The individual's home is more than twenty miles from the nearest point of service provision, and the Provider can document efforts to locate a service worker to fill the service need have been unsuccessful.

### **Termination of Service:**

Providers do not have the right to terminate a caregiver's services.

If a Provider intends to discontinue services to a caregiver, the Provider must inform the Area Agency of their intent and allow for a two-week transition to a different provider. A justification for service termination must be in writing to the Area Agency on Aging.

If a Provider believes a caregiver is not eligible for the service, they must notify the Area Agency. The Area Agency will then investigate the caregiver's eligibility and take any necessary corrective action. Services may be terminated by the Area Agency for any of the reasons listed below:

- Services proved ineffective, insufficient, or inappropriate to meet caregiver needs
- Other resources were utilized
- Caregiver withdrew from the program or moved
- Family or other support to caregiver increased
- Individual placed in a long-term care facility
- Individual died (no notification of termination required)
- Individual's functioning improved
- Individual or caregiver refused service
- Individual's home is hazardous to the service worker (requires prior notification of the Area Agency Director, with final approval being at the discretion of the Area Agency Director)
- Individual refuses to allow remediation of health/safety factors in the home
- Individual's home is not reasonably accessible
- Individual's behavior is a threat to the safety of the service provided (requires prior notification of the Area Agency Director, with final approval being at the discretion of the Area Agency Director)
- Individual or caregiver verbally abuses or sexually harasses the service worker
- Individual or caregiver refused to pay fee determined for services
- A service worker is not available in locale
- Services are no longer cost effective

### **Training & Supervision:**

- All service worker shall receive an employee orientation from the provider before performing Respite services. Orientation shall include the purpose and philosophy of Respite services, review of homemaking skills, program regulations, policies and procedures, proper conduct in relating to individuals, and handling of confidential and emergency situations involving a individual.
- CPR: Service workers shall complete CPR training within three months of hire and shall maintain certification thereafter.
- In-Service Training: Providers shall annually provide service workers with a minimum of ten hours training, including CPR, for upgrading their skills and knowledge.
- 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. Service worker supervisors shall be available to service workers during work hours to discuss changes in individuals' circumstances, to resolve problems with schedules, or to respond to emergencies.
- Providers shall assure that services workers who assist with bathing and hair washing receive specific training in performing these services prior to being assigned to an individual.

### **Medical Emergencies:**

In case of a medical emergency, the service worker shall immediately call 911 or the available local emergency medical services and, if appropriate, shall initiate CPR.

### **Disclosure of Information:**

Providers' disclosure of information about individuals is limited by law. All information obtained from an individual, whether verbal or written, and any records created from that information, shall be treated as confidential.

Disclosure. A provider may disclose to anyone the content of an individual's communication only with the individual's prior, informed consent. Without the individual's prior, informed consent, the provider may:

- Only disclose information for purposes directly related to the administration of the program under which the individual is applying for or receiving benefits; or
- Disclose individual information to auditors and to persons conducting research within certain defined circumstances as approved in writing by the Area Agency or ICOA.

Individual's Expectation of Privacy. Disclosure of information to others does not abrogate an individual's expectation of privacy as protected by the law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure.

Disclosure Required. The disclosure of information required for a coordinated assessment of an individual and for coordinating delivery of service to an individual is allowed between agency network providers and, if required, the Department of Health and Welfare. Disclosure to individuals outside that group shall not be authorized without prior written approval from the ICOA.

### **Program Restrictions:**

Provider shall ensure, through personnel policies, orientation procedures, signed agreements and supervision, that service worker conduct is governed by the following restrictions. A copy of these restrictions, signed by the service worker, shall be placed in each personnel file.

A service worker **shall not**:

- Accept money or a loan, in any form, from an individual
- Solicit the purchase of goods, materials, or services
- Provide a personal telephone number or home address to an individual
- Work privately for an individual of Respite services
- Enter an individual's residence in the absence of the individual, unless the individual has given permission to enter to accomplish scheduled work and the permission is documented in the individual file
- Engage in religious proselytizing during employment
- Administer medications. However, **a service worker may** remind an individual to take medications, assist with removing the cap from a multi-dose or bubble pack container, and may observe the individual taking medications
- Divulge any information about the individual or caregiver
- Smoke in the home of an individual

### **Comply with Federal, State, and local laws, regulations, and rules including by not limited to:**

- Fire, health sanitation, safety, building, and zoning laws, ordinances, or codes (*IDAPA 15.01.2*)
- Federal Occupational Safety and Health Administration (*O.S.H.A. and IDAPA 15.01.21*)
- Provisions of the American with Disabilities Act (*PL 101-336 and IDAPA 15.01.21*)
- **Applicable provisions of OAA and Idaho Senior Services Act, together with all related federal regulations, state administrative rules, and ICOA Operations Manual.**

## **IX. DEBARMENT INSTRUCTIONS**

### **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 Qualification 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,” “Qualification,” 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.

# X. SAMPLE GENERAL TERMS & CONDITIONS OF AAA CONTRACT

THIS CONTRACT is made between the Eastern Idaho Community Action Partnership Area Agency on Aging, hereinafter referred to as EICAP AAA, and Service Provider, an independent contractor, hereinafter referred to as Service Provider, for the services described in this Contract. The Service Provider agrees to undertake performance of this Contract under the terms and conditions set forth herein.

## Recitals

**WHEREAS**, EICAP AAA is responsible for developing coordinated and comprehensive services for older persons within their service area;

**WHEREAS**, EICAP AAA is responsible for competitive bidding and Contract development for services for older persons;

**WHEREAS**, EICAP AAA is authorized to purchase such services funded through the Older American Act of 1965, the Nutrition Services Incentive Program (NSIP), and Idaho Commission on Aging Rules IDAPA 15.01.01, 10. and 21;

**WHEREAS**, the Service Provider is an entity existing and operating to provide services to older persons using the assistance of Federal and State funds and local matching funds and services;

**WHEREAS**, EICAP AAA desires to purchase services for older persons using Federal and State funds subject to the continuing availability of said funds;

**WHEREAS**, the Contract has been awarded through a competitive bidding process; and

**WHEREAS**, the Service Provider agrees to perform certain services for EICAP AAA, under the terms and conditions set forth in the bid submitted to EICAP AAA and the terms and conditions set forth in this Contract and for the fees established in this Contract;

**NOW THEREFORE**, it is agreed between the parties in consideration of the promises set forth herein:

## SERVICES

### 2.1 Term.

This Contract commences July 1, 2019 and expires June 30th, 2020.

### 2.2 Program Reimbursement Rate.

The reimbursement rate for this Contract is \$16.50 per unit. One (1) unit will equal one (1) hour of Homemaker, Respite or Chore service. This program is consumer choice. EICAP AAA does not guarantee the Service Provider will receive any compensation from the contract.

### 2.3 Statement of Work.

The Service Provider shall provide services pursuant to the description thereof and regulations provided therein as described in the Statement of Work hereby incorporated as Attachment A and the ICOA Program Manual incorporated herein.

## REPRESENTATION OF PARTIES

### 3.1 Authorized Representatives.

The representatives of the respective parties who are authorized to administer this Contract and to whom formal notices, demands, and communications shall be given are as follows:

#### A. The Representative of the EICAP AAA shall be:

Name: Casie Adams	Title: AAA Contracts Manager
Address: PO Box 51098	Phone: 208-522-5370 x205
Idaho Falls, ID 83405	Fax: 208-522-1450
Email: cadams@eicap.org	

#### B. The Representative of the Service Provider shall be:

Name:	Title:
Address:	Phone:
	Fax:
Email:	

3.2 Change in Designation.

If the name or address of the person designated to receive notices, demands, or communications is changed, written notice shall be given to EICAP AAA, in accord with this section, within five (5) working days of said change.

3.3 Change in Service Delivery.

The Service Provider will notify EICAP AAA within 24 hours by phone or fax if, for any reason, there is a change in the service delivery schedule as stated in the Bid Documentation.

TARGET POPULATION

4.1 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.

Service Providers 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, Service Providers may not apply a means test and may not base eligibility for service on participant's income per Older Americans Act.

PROGRAM REPORTING

5.1 Monthly Program Reports.

The Service Provider shall provide monthly program reports as deemed necessary by EICAP AAA for all authorized programs rendered under this Contract on forms approved and supplied by EICAP AAA. The reports for each preceding month's activity shall be provided by the Service Provider by the eighth (8th) day of each month. Reporting received by the EICAP office after the 8th of the month, or next possible business day, shall be included in the succeeding month's reimbursements.

5.2 Financial Records.

The Service Provider shall maintain such financial and other records as are required by EICAP AAA and/or the Idaho Commission on Aging to comply with Federal and State Regulations and reporting requirements

5.3 Financial Records Made Available.

The Service Provider shall make available immediately upon request all such financial and other records which are required to be maintained under this Contract, to EICAP AAA, the United States Department of Health and Human Services and the Idaho Commission on Aging.

5.4 Program Budgets.

A budget for each program documenting expenditures and revenues used to support each program provided in this Contract will be submitted by the Service Provider to EICAP AAA if requested.

5.5 Monitoring/Audit.

EICAP AAA and the Idaho Commission on Aging may at its discretion conduct on-site reviews or desk reviews of the service providers facility and program and fiscal records to determine the quality of services provided and compliance with the program requirements.

The Service Provider agrees to submit all records to an audit when there is a significant change in Management or Board of Director membership or as needed.

5.6 Maintaining Records.

The Service Provider shall maintain all books, records, and other documents relative to this Contract for three (3) years unless otherwise provided or required by law.

PAYMENT

6.1 Consideration.

In consideration for the services provided:

- A. The invoices will reflect units of service authorized within the terms of this Contract. The EICAP AAA will not pay for services in excess of those identified in this contract.
- B. It is the Service Provider's responsibility to monitor the scheduling of services within the limits of the approved service units or funding allotted.
- C. The invoices will be approved and paid by EICAP AAA if all required monthly and quarterly reports have been received and verified for accuracy with the exception that all such invoice payments are subject to program and contract compliance and can be withheld until resolution is complete.
- D. EICAP AAA will issue payment on a monthly basis.

PERMITS, LICENSES

7.1 Permits Required.

The Service Provider shall obtain and maintain all permits, licenses, certificates, and other documents as required by the State of Idaho and any county, city, or other government or regulatory body, necessary to legally engage in and perform the services provided under this Contract.

7.2 Availability for Inspection.

These permits and licenses shall be made available for inspection as requested by EICAP AAA and/or the Idaho Commission on Aging.

7.3 License Suspension.

The Service Provider shall notify EICAP AAA within three (3) calendar days, if any permit, license, certificate, or other document required herein is suspended, terminated, lapsed, not renewed, or otherwise restricted.

7.4 Termination of Contract.

The Service Provider shall have up to thirty (30) days as determined by EICAP AAA to renew or otherwise acquire any permit, license, certificate, or other document required herein. In the event the Service Provider fails to renew or otherwise acquire said permit, license, certificate, or other document within the time designated by EICAP AAA, EICAP AAA shall have the right to declare the Service Provider in default and terminate this Contract as provided herein.

7.5 Bonding.

The Service Provider will assure that every officer, director, agent or employee who is authorized to act on behalf of the Service Provider for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payments, will be adequately bonded or insured to provide against loss for the full term of this contract.

CONFIDENTIALITY

8.1 Confidential Records.

Except as may be required by applicable law or pursuant to a valid order in a governmental or judicial proceeding or inquiry, the Service Provider shall not disclose any confidential information related to the persons receiving services provided pursuant to this Contract. The Service Provider shall ensure that any subcontractor authorized to perform 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 Service Provider, stored in the Management Information Systems or obtained by the Service Provider during the course of its duties pursuant to this contract.

## CIVIL RIGHTS

### 9.1 Compliance with Affirmative Action.

The Service Provider agrees to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Equal Employment Act of 1972, and the Older Americans Act of 1965, as amended, and all other laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, sex, color, age, veteran status, including Vietnam-era veteran status, political or religious opinion or affiliation or national origin, or handicapped status.

### 9.2 Non-Discrimination.

During the performance of this Contract, the Service Provider shall comply with non-discrimination requirements. Requirements of non-discrimination include, but are not limited to, the following:

- A. Non-discrimination in Employment: The Service Provider shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, or presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with carrying on by such corporation, association, educational institution, or society of its activities. The Service Provider shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, and recruitment selection for training, including apprenticeships and volunteers.
- B. Non-discrimination in Client Services: The Service Provider will not on grounds of race, color, sex, religion, national origin, creed, marital status, age (60 years and older), or presence of any sensory, mental, or physical handicap:
  1. Deny a qualified individual any services or other benefits provided under this Contract or any Contracts awarded pursuant to this Contract.
  2. Provide any services or other benefits to individuals who are different, or are provided in a manner differing from that provided to others under this Contract or any Contracts awarded pursuant to this Contract.
  3. Subject an individual to segregation or separate treatment in any manner in receipt of any services or other benefits provided to others under this Contract.
  4. Deny an individual an opportunity to participate in any program provided by this Contract, or any sub-contracts awarded pursuant to this Contract, for the provision of services or otherwise afford an opportunity to do so which is different from that afforded others.
  - 5.

## CLIENT GRIEVANCE PROCEDURES

### 10.1 Client Grievance Procedures.

The Service Provider must develop and follow written procedures and make them available to applicants and consumers of services through which grievances about operation of the service, including denial of the service, may be presented. The process shall provide applicants and consumers with a progressive grievance process to include an informal hearing before the Service Provider's representatives, and a review by EICAP AAA, if required to resolve the dispute.

## FEDERAL AND STATE REQUIREMENTS

### 11.1 Compliance with Federal and State Laws.

The Service Provider agrees to comply with all Federal and State laws, clauses, regulations, policies, and rules relating to services provided under this Contract including the ICOA Program Manual incorporated herein.



## 11.2 Additional Requirements.

The Service Provider agrees to provide the services specified in this Contract in accordance to Federal and State laws including, but not limited to, OMB Circular A-102, "Grants and Agreements with Non-Profit Organizations," and OMB Circular A-112, "Cost Principles for Non-Profit Organizations." The Service Provider agrees to adhere to the Federal non-discrimination regulations as outlined in 45 CFR, Part 80, "Non-Discrimination on Basis of a Handicap," and Part 90, "Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance".

## HOLD HARMLESS INDEMNIFICATION

### 12.1 Hold Harmless.

The Service Provider agrees to indemnify and hold harmless EICAP AAA, its agents, and employees from and against all liability or expense (including costs and attorney's fees) arising by reason of any liability imposed by law by reason of this Contract and services, contemplated herein including, but not limited to, bodily injury, death, or property damage sustained by any person or persons included, but not limited to, employees and agents of the Service Provider and EICAP AAA or sub-contractors thereof, whether said injuries to person or damage to property is due or claimed to be due to the negligence of the Service Provider, EICAP AAA, or other agents or employees except for any such injury or damages that have been occasioned by the sole negligence of EICAP AAA or its agents.

### 12.2 Claims or Lawsuit.

The Service Provider shall promptly, within three (3) working days, notify EICAP AAA, in writing, of any claims or lawsuits filed against the Service Provider and/or EICAP AAA and shall promptly forward to EICAP AAA copies of all relevant documents.

## INSURANCE

### 13.1 Comprehensive General Liability.

The Service Provider agrees to purchase and maintain sufficient insurance coverage. EICAP will be an additionally-named insured on the Comprehensive General Liability Policy.

#### Commercial General and Umbrella Liability Insurance

Service Provider shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent ) 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).

### 13.2 Breach.

Said coverage required by this Contract shall be a condition for this Contract and any breach thereof shall release EICAP AAA from all duties herein, but shall not release the Service Provider of the duty to indemnify.

### 13.3 Other Insurance.

The Service Provider, if applicable, shall provide workers' compensation, employers' liability, fidelity bond insurance, comprehensive liability, building insurance and fire coverage, and comply with all limits, terms, and conditions stipulated in such policies.

### 13.4 Proof of Insurance.

The Service Provider, if applicable, shall furnish proof of such insurance in the form of a signed Certificate of Insurance that it carries the above-referenced insurances.

## PROGRAM INCOME

### 14.1 Program Income to Expand Services.

All program income received by the Service Provider as a result of services provided herein through client donations and/or contributions shall be used by the Service Provider within the program year to expand the particular program from which the donation or contribution was received or to increase the units of service provided within the program year by the Service Provider within the same service from which the donation and/or contribution was received.

## ANTI-ASSIGNMENT AND SUBCONTRACTING

### 15.1 Permission Required.

The Service Provider 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 EICAP AAA.

### 15.2 Subcontracting.

No clause of the Contracts between the Service Provider and their subcontractors shall constitute a contractual bond between the Service Provider and the EICAP AAA, or between the EICAP AAA and the subcontractors of the Service Provider, nor shall they exempt the Service Provider from any obligations under this Contract. The Service Provider is responsible, without recourse to EICAP AAA, 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.

## ASSESSMENT REPORTS

### 16.1 Assessments.

EICAP AAA will periodically assess and report on the on-going quality and consistency of the programs provided by the Service Provider. EICAP AAA and the Service Provider shall meet as requested by EICAP AAA to discuss issues of quality and consistency of program management.

### 16.2 Corrective Action.

A Monitoring Letter will be submitted indicating any deficiencies identified. A written response will be required that will at a minimum indicate actions to be taken and a time table to correct identified deficiencies. Failure to comply with the assessment reports shall be cause for Contract termination as provided herein.

## CONTRACT MODIFICATION

### 17.1 Mutual Consent Required.

This Contract may be amended by the mutual consent of both parties at any time. Amendments to this Contract shall be in writing, signed by the authorized representatives of both parties as identified herein.

## GENERAL

### 18.1 Independent Contractor.

The Service Provider shall be an independent contractor and not that of an agent or employee of the state. The Service Provider shall have no authorization, express or implied, to bind the State of Idaho, ICOA or the EICAP AAA to any contract, settlement, or liability. The Service Provider 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 13, the Service Provider shall indemnify the EICAP AAA and hold it harmless from any and all claims for taxes, penalties, attorneys' fees and costs assessed against EICAP AAA, ICOA or the state arising out of the Service Provider's failure to pay such taxes, fees or contributions.

- 18.2 Contract Supersedes.  
This Contract supersedes all prior negotiations between the parties; and it is expressly understood and agreed that this Contract is based upon no other representation, save and except for those expressly set forth herein.
- 18.3 Acknowledgment.  
Each party acknowledges that the party has read this Contract or a copy thereof in its entirety and accepts the same in full.
- 18.4 Successors and Assigns.  
All rights and obligations hereunder shall extend to the successors and/or assigns of the respective parties.
- 18.5 Incorporation of Items.  
This Contract contains all terms and conditions agreed upon by the parties, including all items incorporated by reference.
- 18.6 Order of Precedence.  
In the event that any portion of this Contract is found to be inconsistent, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence to the provision in the following order:  
A. Applicable Federal statutes, regulations, and policies;  
B. State statutes, regulations, and policies;  
C. Special terms and conditions;  
D. Any other provisions of the Contract where incorporated by reference or otherwise;
- 18.7 Non-Waiver.  
Failure of EICAP AAA 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 the same shall remain in full force and effect unless a waiver is evidenced by the prior written consent of EICAP AAA.
- 18.8 Non-Profit Status.  
The Service Provider must provide proof of 501(c)(3) non-profit status, if applicable. Proof is mandatory for the Contract to be effective.
- 18.9 Notices.  
All notices or demands under this Contract shall be 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.
- 18.10 Governing Law.  
This Contract shall 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 Bonneville County in the State of Idaho in the event of any dispute with respect to this Contract.
- 18.11 Entire Agreement.  
This Contract is the complete and exclusive Contract between the parties, and supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Contract. The final interpretation of all applicable laws, rules, and regulations will be at the discretion of the EICAP AAA.

18.12 Fees and Costs of Enforcement.

In the event that either party to this Contract shall enforce any of the provisions hereof in any action at law or in equity, the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorneys' fees, incurred therein.

18.13 Officials, Agents, and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of EICAP AAA or EICAP 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.

18.14 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.

## TERMINATION

19.1 Termination with Notice.

This Contract may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party. The Notice of Termination shall state the reasons for the termination.

A. EICAP AAA 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 EICAP AAA to continue payments or requires any return or "give-back" of funds required for EICAP AAA to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdback in EICAP AAA's spending. Any such termination or modification shall take effect on thirty (30) days' notice to the Service Provider by EICAP AAA and be otherwise effective as provided in this Contract. The Service Provider understands and agrees that EICAP AAA's payments provided for under this Contract shall be paid from legislative appropriations.

B. In the event of termination under this clause, EICAP AAA shall be liable only for payment of services rendered prior to the effective date of termination.

19.2 Termination by Default.

EICAP AAA may, by written notice, terminate this Contract in whole or in part for failure of the Service Provider to perform any of the provisions hereof and/or violation of state or federal law, rule or regulation. In such an event, the Service Provider shall be liable for damages, including excess cost of procuring of similar services from another source, provided that if (a) it is determined for any reason that the Service Provider was not in default, or (b) the Service Provider's failure to perform is without the control, fault, or negligence of the Service Provider and/or any sub-contractor, the Service Provider shall not be liable for damages.

19.3 Effect of Termination.

In the event either party terminates this Contract, EICAP AAA shall have no further liability to Service Provider, except to pay the Service Provider compensation, if any, for services performed by the Service Provider 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.

## APPEAL PROCEDURE

20.1 Receipt of Notice.

The Service Provider may, within five (5) working days following receipt of a notice from EICAP AAA that an action of or product of the Service Provider does not comply with the terms of this Contract or other regulations or policies of the EICAP AAA, apply to EICAP AAA, in writing, for a review of the record and request a hearing.

20.2 EICAP AAA Action.

Upon receipt of the Service Provider's written request for a hearing, the EICAP Senior Services Director shall, within ten (10) working days:

- A. Review the record and request additional information if necessary, determine that a hearing is appropriate or deny the request for a hearing, and such denial shall be considered the final Agency decision; or
- B. Appoint an impartial hearing officer to review the record and conduct a hearing to determine whether EICAP AAA action was correct. Such hearing officer may be an employee and/or officer of EICAP AAA.

20.3 Hearing Officer.

Any hearing officer appointed shall review the record and conduct a hearing within fourteen (14) days of appointment and shall make a written recommendation within three (3) working days of the hearing to EICAP AAA.

20.4 Right to Appeal.

The Service Provider, after unsuccessful appeal to EICAP AAA, has the right to appeal to the Executive Director of Eastern Idaho Community Action Partnership.

ACCEPTANCE OF CONTRACT

21.1 Mutual Agreement.

By signature set forth below, the parties hereto do mutually agree to perform the services described in the bid documents heretofore submitted and the services described in this Contract pursuant to the terms set forth herein.

21.2 Capacity.

The Service Provider assures by its signature set forth below that it has the authority and capacity to develop and carry out a program pursuant to this Contract.

21.3 Legal Authority.

The Service Provider assures and certifies by its signature set forth below that it possesses legal authority to enter into this Contract; that a resolution has been duly adopted by its Board of Directors authorizing this Contract, including all understandings and assurances contained herein and directly; and authorizing the persons identified as the official representative of the Service Provider to sign this Contract on behalf of the Service Provider.

21.4 Counterparts.

This Contract may be executed in two (2) or more counterparts, each of which together shall be deemed 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.