1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

Older Americans Act In-Home Services Program

PAGES 1 – 7 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1 - 7 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 7.

2. INVITATION TO BID:

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing/bids_proposals located under “Bids / Proposals / Tabulations”. And, on the Bidnet Direct website at https://www.bidnetdirect.com/. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County:

1. Email. Emailed bids are required. Bids may be emailed to: H S - C o n t r a c t M a n a g e m e n t @ c o . w e l d . c o . u s . Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal.

2. INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION:

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed
below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director for the premature opening of a bid not properly addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), the successful bidder’s response, and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County. The County may require a separate contract, which if required, has been made a part of this RFB.

3. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS:

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days
after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

4. GENERAL PROVISIONS:

A. **Fund Availability:** Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or
understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. Compliance with Law: The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law: Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. No Third-Party Beneficiary Enforcement: It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. Attorney’s Fees/Legal Costs: In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. Disadvantaged Business Enterprises: Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. Procurement and Performance: The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. Term: The term of this Agreement begins upon the date of the execution of this Agreement by County and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. Termination: County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. Extension or Modification: Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. Subcontractors: The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement.
and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive, and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder's services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or
action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount:** Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld

X. **Taxes:** County Board of County Commissioners, as required pursuant to the Weld County Code. County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

5. **INSURANCE REQUIREMENTS:** Refer to Appendix D, Insurance and Indemnification.
SPECIFICATIONS AND/OR SCOPE OF WORK AND PROPOSED PRICING:

* The successful vendor is required to sign a separate contract (a sample contract is included as a separate attachment.)

The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B2000079.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM ___________________________________________ BY ___________________________________________ (Please print)
BUSINESS ADDRESS ____________________________________________________ DATE __________________
CITY, STATE, ZIP CODE _________________________________________________________________
TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________
SIGNATURE ________________________________ E-MAIL ___________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 8.
Request for Proposal

Older Americans Act In-Home Services Program

For the Period of
July 1, 2020 through June 30, 2021

With Conditional Option for Renewal through
June 30, 2024
Weld County Area Agency on Aging
315 N 11th Avenue, Building C
PO Box 1805
Greeley, CO 80632
(970) 400-6950

February 12, 2020
SCOPE OF WORK:

A. Introduction

The Weld County Area Agency on Aging is requesting bid proposals from any organization, public, private non-profit, or for-profit entities, interested in contracting for services described in this request through the Older Americans Act. Preference will be given to non-profits as is required under the Older Americans Act. The grant performance period is July 1, 2020, through June 30, 2021. If award recipients perform in a satisfactory manner the Area Agency on Aging may extend contracts on a yearly basis up to June 30, 2024.

The deadline for receipt of bid proposals is 5:00 p.m., February 25, 2020. Bid proposals must be submitted to HS-ContractManagement@co.weld.co.us.

All questions about this application packet should be directed to Kelly Morrison at (970) 400-6786.

B. Schedule

2/12/2020  RFP Posting. Announcements and press release mailed.
2/25/2020  Application Due. Bid proposals must be submitted to HS-ContractManagement@co.weld.co.us by or before 5:00 pm.
3/12/2020  Vendor recommendations are presented to the Weld County Area Agency on Aging Advisory Board.
3/18/2020  Final approval by the Weld County Board of Commissioners.
3/20/2020  Purchase of Service Agreements sent to Vendors for signature.
6/15/2020  Purchase of Service Agreements executed for effective date 7/1/2020.

C. Background

The Weld County Area Agency on Aging (WCAAA) is mandated by the Older Americans Act of 1965 (OAA), as amended, to serve as advocates for older persons and to be visible focal points for accessing the service delivery system within their designated planning and service areas. Our major responsibility is to foster the development of a comprehensive and coordinated service system to serve persons age 60 and older who are in need. The basic mission of WCAAA is to help older Americans to remain independent in their own homes and communities for as long as possible.

The WCAAA and the WCAAA Advisory Board develops planning and funding priorities for services to adults, 60 years of age and older, based on the requirements under the OAA and the needs within the senior community. Partnerships with other entities are formed through a formal Purchase of Service Agreement process which will facilitate the delivery of services to persons aged 60 and older in Weld County. It is the intent of WCAAA to obtain services from organizations that will provide quality services through our process.
We are seeking interested partners for our In-Home Services Voucher Program. This homemaker/personal care program will provide much needed services for individuals living in Weld County 60 years of age or older the ability to stay in their homes for as long as possible. In-Home Services for older adults, as defined by the Older Americans Act Volume 10, are widely recognized as valued services that assist individuals who experience difficulty performing activities of daily living to remain in their homes and to live independently.

D. Definitions (Volume 10 Older Americans Act/State Unit on Aging Policy and Procedure Manual 8/12/2019)

**Frail** means an older adult who is determined to be functionally impaired due to an inability to perform at least two Activities of Daily Living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or, a cognitive or other mental impairment, requiring substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to self or others.

**Homemaker Services** means providing assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone or doing light housework.

**Homemaker Eligibility** is restricted to those persons who are unable to perform at least two Instrumental Activities of Daily Living (IADL) without substantial human assistance, including verbal reminding, physical cueing, or supervision; or due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Instrumental Activities of Daily Living (IADL) shall include:

1. Meal preparation;
2. Housework;
3. Laundry;
4. Shopping;
5. Medication management;
6. Appointment management;
7. Money management;
8. Access resources/Transportation; and
9. Telephone.

**Personal Care** means providing personal assistance, stand-by assistance, supervision or cues for persons who meet the requirements for in-home services.
**Personal Care Eligibility** is restricted to those persons who fit the definition of “frail” within the Older Americans Act.

Activities of Daily Living shall include:

1. Mobility;
2. Transfers;
3. Bladder care;
4. Bowel care;
5. Bathing;
6. Dressing;
7. Eating; and
8. Hygiene

All adults age sixty and older who meet the necessary definitions in this section shall be eligible for services. If resources are not available to serve all eligible older adults who request services, preference and priority shall be given to those eligible persons of greatest social need; greatest economic need; low-income minority; frail; and older adults residing in rural areas. In-home services shall be made available to individuals with Alzheimer’s disease and related disorders or with neurological and organic brain dysfunction and their families.

**E. General Program Guidelines**

1. Upon referral to the Weld County Area Agency on Aging (WCAAA) consumers will be assessed by the Community Services Coordinator using the standard Title III NAPIS Intake form at the time of initial enrollment and each six-month period thereafter. In the event the coordinator is not available, assessments may be completed by authorized WCAAA staff.
2. Consumers must be 60 years of age or older and live in Weld County.
3. Consumers must meet criteria for homemaker/personal care services as outlined in regulations. WCAAA will follow Older Americans Act and target populations with greatest economic need; greatest social need; low-income minority; frail; and older individuals residing in rural areas.
4. Vouchers will be awarded on a first-come, first-served basis contingent on funding. Funding for this program is based on a fiscal year of July 1 to June 30.
5. If funding is not available at time of request, the applicant will be placed on a wait list for the next funding cycle or referred to other resources if waiting list is full.
6. Consumers are required to use a home health care provider from the list of agencies contracted with WCAAA for in-home services. If the consumer does not indicate a preference, WCAAA staff will assign a provider agency based on a rotating schedule to assure equal distribution of hours and units of services. If provider agency selected is not able to meet the need, staff will choose next agency on the list.
7. Any homemaker or personal care costs incurred prior to receipt of a voucher or after voucher expires will **not** be covered by the In-Home Services Voucher Program.
8. Voucher will be submitted by provider agency to the WCAAA for payment (see Appendix A and Appendix B).
9. Only approved services listed on the award voucher will be honored. Any costs or services incurred above and beyond the authorized services and hours/units will be the responsibility of the consumer.
10. Concerns or complaints about services should be reported to the WCAAA. All consumers will be made aware of the WCAAA grievance procedures at time of enrollment (see Appendix C). Please refer to Volume 10 and the State Unit on Aging Policy and Procedures for regulation guidance.
11. If homemaker or personal care services are not used for a sixty (60) day period, the voucher may be withdrawn with notice by the WCAAA and assigned to another consumer.
12. Any unused hours/units of authorized services cannot be carried over into the next funding cycle.
13. Assigned providers must contact WCAAA Community Services Coordinator immediately upon any changes in status of assigned consumers (i.e. fall; hospitalization; move; death) or to request additional hours due to consumer status or a termination of services.

14. Consumers and their assigned provider agencies will be requested to track the hours/units of service they receive to avoid exceeding authorized hours/units of service.

15. Consumers will be given information regarding donations at time of enrollment. All donations for In-Home Services Voucher Program will be sent to WCAAA and returned to the program for service delivery.

16. Applicants on the Long-Term Care Medicaid HCBS waiver are not eligible for the In-Home Services Voucher Program; however, pending applicants may be eligible until approval is granted for the HCBS waiver.

F. Referral, Assessment and Follow-up Guidelines

Referrals may be accepted from other agencies, caseworkers, providers, professionals, self-referral, and family members of applicants. All referrals for the In-Home Services Voucher Program will be processed by the WCAAA. The Community Services Coordinator will obtain basic consumer information such as name, contact information, age, general care needs, housing situation and other programs or agencies involved. As appropriate, the Community Services Coordinator will schedule a home visit to complete a full assessment using the Title III NAPIS Intake.

Upon approval or denial of application, the Community Services Coordinator will notify applicant via United States Postal Services of the eligibility status and include hours/units of service information, guidelines and instructions. The Community Services Coordinator will notify assigned provider agency by electronically sending or faxing consumer Assessment, Task Sheet, Release of Information, and Voucher including assigned hours/units. The Community Services Coordinator will follow up with agency and/or consumer to assure services begin within one week. Community Services Coordinator will be available to problem solve as needed.

G. Reimbursement for Services

Reimbursement for services will be monthly. See Appendix B for complete instructions. All questions and concerns regarding reimbursements will be directed to the Community Services Coordinator.

Only approved services listed on the award voucher will be honored. Any costs or services incurred above and beyond the authorized hours/units will not be reimbursed and will be the responsibility of the consumer/assigned agency. Provider agency may not request reimbursement for services unless services have been rendered; if a client is not home at the scheduled time, the cost is not reimbursable. Travel time to the consumer’s residence is not a reimbursable service.

H. Hours/Units of Service

Applicants qualifying for the In-Home Services Voucher Program will be limited to a maximum amount of hours/units of service. WCAAA will reimburse the provider agency for services at the rate of $27.00 per unit of service (one unit of service = 1 hour of personal care or homemaker services). WCAAA is not guaranteeing a minimum number of units or consumers. Travel will not be reimbursed. The general guidelines for homemaker services are 12 hours/units of service per month and for personal care 12 hours/units of service per month based on funding availability and need. Exceptions to these guidelines will be reviewed on a case by case basis.
I. Changes in Services or Hours

1. All changes to services or hours/units must be approved by the Community Services Coordinator and a new voucher will be generated that reflects the changes.

2. Provider agency will not be paid for any changes in services or hours/units unless prior approval is received by the Community Services Coordinator and a new voucher is issued.

3. Payment for any services provided upon the request of the consumer, which are in addition to the services or hours/units approved by the WCAAA, will be the responsibility of the consumer.

J. Wait List Guidelines

The program guidelines are to ensure all clients are given fair and equitable access to services. After funds have been expended, a waiting list must be implemented. The WCAAA will ensure that the Older Americans Act target populations are a priority on the waiting list including individuals in emergency situations when the health, safety and welfare of the individual may be at risk.

The waiting list will contain the following information:

- Date the applicant was placed on the wait list
- Client name
- Client phone number
- Dates of follow up contacts

Eligibility screening and status may be completed via program application, telephone, or mail assessment process. If a client has remained on the waitlist longer than six months, new eligibility status shall be required. All waitlist clients must be contacted at least once every six months to determine general interest and to update the client on the status.

A client may be removed from the waitlist under the following conditions:

- Client has started receiving services
- Client requests to be removed from list
- Client is no longer in need of service
- Client is no longer eligible for service
- Client or family member is unable to be contacted
- Client has passed away
- Service is no longer available

K. Withdrawal of Service Request

A consumer may withdraw a request for homemaker and/or personal care services. A request to end services must be reported by the consumer or their legal representative by contacting the WCAAA.

L. Denial or Termination of a Service Request

WCAAA makes every effort to be fair to both consumers and service providers and meet the needs of older adults who need homemaker or personal care services. The following rules were developed as guidelines for receiving services with the In-Home Services Voucher Program.

When the WCAAA or provider agency determines that the In-Home Services Voucher Program cannot meet the needs of the consumer requesting homemaker or personal care services, the following must occur:
1. The WCAA must be notified by the provider agency within two (2) business days of the last day of services being offered, if services cannot be provided and why.

Reasons for Denial or Termination of Services:

1. The WCAA or provider agency has determined that the consumer no longer meets the program eligibility requirements (Age 60+, deficit in 2 IADLs or 2 ADLs, with a focus on consumers with greatest economic need; greatest social need; low-income minority; frail; older individuals residing in rural areas as defined in Volume 10)
2. The consumer is unavailable for scheduled appointments (same day and time) and is requesting a variable schedule that creates undue hardship for service providers.
3. The consumer is not home for scheduled appointments on two (2) or more occasions, and has failed to notify the provider agency 24 hours in advance.
4. The consumer has cancelled three (3) or more consecutive appointments without due cause (i.e. hospitalization, temporary out-of-home placement, illness).
5. The consumer is verbally or physically abusive to provider.
6. Providers have the right to refuse service to consumers when provider health or safety is deemed to be at risk and the consumer home is unsafe.

M. Insurance Requirements

The provider agency will carry adequate insurance to protect clients from damages incurred in the event of injury or any other loss. Insurance requirements including workers compensation, commercial general liability, professional liability, automobile, and privacy (HIPAA - Health Insurance Portability and Accountability Act) are outlined in Appendix D. Provider shall submit verification of all required insurance coverage with application package.

N. Training for staff

Homemaker provider agencies shall document that all homemakers have received a minimum of eight hours of training or have passed a skills validation test prior to delivery of services in the provision of Homemaker Services, to include at a minimum the following:

1. Basic techniques in light housecleaning including, but not limited to dusting, vacuuming, mopping, and cleaning of bathroom and kitchen areas;
2. Basic nutritional requirements including shopping, meal preparation, and proper food handling and storage techniques;
3. Dishwashing, bed making, and laundry;
4. Basic techniques of identifying and correcting potential safety hazards in the home;
5. First aid and emergency procedures and basic infection control techniques, including universal precautions; and
6. Screening for situations requiring assistance.

A person, who at a minimum, has received the training or passed the skills validation test required of homemakers, shall be qualified to supervise all employees. Supervision shall include, but not be limited to:

1. Arrangement and documentation of training;
2. Informing staff of policies concerning advance directives and emergency procedures;
3. Oversight of scheduling and notification to clients of changes;
4. Meetings and conferences with staff as necessary;
5. Investigation of complaints;
6. Counseling with staff on difficult cases, and potentially dangerous situations;
7. Communications with case managers as necessary;
8. Oversight of record keeping by staff; and
9. Supervisory visits shall be made to the participant’s home at least every six months or more often as necessary for problem resolution, skills validation of staff, observation of the home’s condition, and assessment of participant’s satisfaction with services.

Personal Care provider agencies shall document all staff rendering personal care services to older adults shall receive at least 20 hours of training or pass a skills validation test prior to service delivery in the following:

1. Basic personal care procedures, including bathing, skin care, hair care, nail care, mouth care, shaving, dressing, and feeding;
2. Assistance with ambulation, exercises, and transfers
3. Bowel and bladder care;
4. Medication;
5. Homemaking and protective oversight;
6. Basic nutritional requirements, including meal planning, shopping and food storage;
7. Basic first aid, training in infection control, and emergency procedures;
8. Basic techniques of identifying and correcting potential safety hazards in the home; and
9. Techniques in lifting.

A person who, at a minimum, has received the training or passed the skills validation test required of personal care staff shall supervise all employees giving personal care. Supervision shall include, but is not limited to:

1. Orientation of staff to agency policies and procedures;
2. Arrangement and documentation of training;
3. Informing staff of policies concerning advance directives and emergency procedures;
4. Oversight of scheduling, and notification to clients of changes; or close communication with scheduling staff;
5. Written assignment of duties on a client-specific basis;
6. Meetings and conferences with staff as necessary;
7. Investigation of complaints and critical incidents;
8. Counseling with staff on difficult cases, and potentially dangerous situations; and
9. Communication with case managers, the physicians, and other providers on the service plan, as necessary to assure appropriate and effective care.

10. Supervisory visits shall be made to the participant’s home at least every three months or more often as necessary, for problem resolution, skills validation of staff, participant specific or procedure-specific training of staff, observation of the participant’s condition and care, and assessment of satisfaction with services. At least one of the assigned personal staff shall be present at supervisory visits.

O. Performance Measures

As part of the State Unit on Aging performance-based requirement, the WCAA will survey consumers in the month of February. During this time, provider agencies will not be allowed to survey clients. This month is subject to change each fiscal year.
Appendix A

Weld County Area Agency on Aging: In-Home Services Voucher
Authorization for Service Form
7/1/2019 to 12/31/2019

Client Name (Last, First, Middle)
Jane Doe
0
0
0
Phone Number
Date of Birth 1/0/1900
Voucher No 20 INH 70

Provider
#N/A
#N/A
#N/A
Email #N/A
Phone Number #N/A
Fax Number #N/A

Date of Authorization: Services Approved: Hours per Week:
7/1/2020 Homemaker 3
Personal Care 0

TO BE COMPLETED BY PROVIDER
**Please Attach Billing Statement**

To be completed by Provider:

Monthly Service
Total Homemaker Hours Provided
Total Personal Care Hours Provided
Total Amount Requested for Payment

This voucher is not valid after December 31, 2019 and is only negotiable for Homemaker and Personal Care Services as outlined by the Weld County Area Agency on Aging In-Home Services Voucher Program. If the applicant is approved for Long-Term Care Medicaid during this voucher period, this voucher will become null and void.

For payment requests, send form and statement to Michelle Shepard at mshepad@weldgov.com or fax to (970) 346-6951

We certify the information that is reported on this voucher is true and correct.

In-Home Service Provider Signature Date

Electronic Signatures accepted

Area Agency on Aging Office Use ONLY

AAA Program Coordinator Signature Date
Send Payment to Above Address? □ Yes □ No Memo Reference:
Send Attachment With Check? □ Yes □ No
Homemaker:
Invoice: 20 INH Jane
Personal Care:
Code: TOTAL AMOUNT:
Appendix B

Weld County Area Agency on Aging In-Home Services Voucher Program

Instructions for completing voucher

1. When a consumer is awarded units/hours of service, the WCAAA will generate a voucher that includes the name and contact information of the consumer, invoice number, date of issue, number of units/hours awarded, and expiration date of the voucher.

2. Vouchers are valid for a six-month period of time unless otherwise indicated. At the end of voucher period, the consumer will be reassessed by the WCAAA for the program and if applicable, they will be issued a new voucher for ongoing units of service.

3. Consumers will be notified advising them of the number of units/hours awarded and the expiration date of the voucher.

4. WCAAA will confirm with consumers which provider agency they have chosen to provide services. WCAAA will contact the provider agency and provide them with a copy of the voucher. The voucher will be used by providers for reimbursement during that voucher period (expiring every six months during a fiscal year July 1-June 30. If consumer is approved in September, the voucher will expire December 31 and may be eligible for another six months beginning January 1 expiring June 30).

5. Provider agency is responsible for verifying consumer has a valid voucher before providing services.

6. The provider agency will need to complete and submit the voucher each month to be reimbursed for units of service rendered.
   - Vouchers must be received no more than bi-monthly and no less than monthly for processing. For services rendered in the month of June, vouchers and invoices shall be received no later than July 5th of that same year.
   - In addition to individual vouchers, provider agency will submit an invoice for the services delivered for the month. Invoices shall include the provider agency and contact information, name of consumer served, date(s) of service, service provided, and unit rate for service provided.
   - If provider agency has more than one consumer receiving services through the WCAAA In-Home Services Voucher Program, all may be listed on one company invoice with each consumer name, date(s) of service, service provided, unit rate, and number of hours/units provided with corresponding vouchers attached.
   - The submission of the completed voucher and invoice by the provider agency is the request for payment.

7. In the event of a program audit, provider agency must be able to show proof that a visit and services were provided.

8. All information inside the center box of the voucher should be completed by the provider agency each month, and the voucher must be signed by an authorized agency representative in order for the voucher to be processed for payment.

9. Vouchers with missing information or signatures will be returned to provider agency to be completed and returned for payment.

10. Payments will be processed and mailed to provider upon receipt of completed voucher(s) and invoice generally within three to four weeks.

11. Provider agency must track units/hours of service and will not be reimbursed for any services other than those indicated on the Task Sheet without prior approval from the WCAAA.

12. Provider agency will not be reimbursed for any units of service provided that exceeds units/hours of service allocated on the voucher without prior approval from the WCAAA.

13. Only the homemaker/personal care services outlined in the In-Home Services Voucher Program Eligibility Guidelines are reimbursable services.

14. Vouchers may be submitted by email or fax:
   - Email: mshepard@weldgov.com
   - FAX: (970) 400-6951 Attn: Michelle Shepard
Appendix C
Weld County Area Agency on Aging (Region 2B) Consumer
Complaints, Appeals and Hearings Procedure
Updated May 2019

Consumer Complaint

Any older adult, his/her representative, or caregiver applying or receiving services under the Older Americans Act or State Funding for Senior Services by the Weld County Area Agency on Aging (WCAA), or a contractor of the WCAA, has the right to submit a complaint.

You may file your complaint in person, by telephone, email, or in writing within thirty (30) days of the action or incident. Complaints shall be forwarded to the appropriate agency for follow-up and resolution. Complaints shall be resolved at the lowest possible level. If the complaint cannot be resolved at the local level, it may be appealed. The direct service provider receiving the complaint shall investigate and resolve the complaint. The direct service provider may be the WCAA or a contractor of the WCAA.

Weld County Area Agency on Aging
(970) 400-6950
PO Box 1805
Greeley, CO 80632

Written notice of the resolution shall be sent to the complainant within fifteen (15) working days from the time the agency receives the complaint.

Consumer Appeal

At any time, the complainant may contact that State Unit on Aging or if the complainant is dissatisfied with the complaint resolution, a written appeal may be filed with the State Unit on Aging Director within ten (10) calendar days of receipt of the decision at:

Colorado Department of Human Services, State Unit on Aging
1575 Sherman Street, 10th Floor
Denver, CO 80203-1702
(888) 866-4243 (Toll Free)

The State Unit on Aging Director or designee shall complete a review of the complaint and resolution of that complaint, including all pertinent documentation or new information that may be available. The State Unit on Aging will provide a written response, including notification of the complainant’s rights to an Administrative Law Judge hearing as described in Section 10.507 if he/she is dissatisfied with the resolution of the appeal, to the complainant within thirty (30) calendar days of the receipt of appeal.

The appeal procedure may be terminated at any time if the individual and service provider negotiate a
written agreement that resolves the issue in question. Upon termination, the complainant shall file with the WCAAA or the State Unit on Aging, whichever is applicable, a written notice stating the reason for the termination.
Appendix D

Insurance and Indemnification

General Requirements:

Contractors/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contractors/Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Contractor/Contract Professional. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors.

The Contractor stipulates that it has met the insurance requirements identified herein. The Contractor shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contractor and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

INDEMNITY: The Contractor shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. The Contractor shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement. This paragraph shall survive expiration or termination hereof.

Types of Insurance: The Contractor/Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Contractor’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contractor or subcontractor is exempt under Colorado Workers’ Compensation Act, AND when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

Commercial General Liability Insurance with the minimum limits as follows:
- $1,000,000 each occurrence;
- $1,000,000 general aggregate;
- $1,000,000 products and completed operations aggregate; and
- $50,000 any one fire

Professional Liability: Professional liability insurance with minimum limits of liability of not less than $1,000,000, unless waived by the State.

Privacy Insurance: If this Contract includes a HIPAA Associates Addendum exhibit, Contractor shall obtain and maintained during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information (PHI) with a minimum annual limit of $1,000,000.
**Automobile Liability:** Contractor/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Contractors/Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

**Proof of Insurance:** County reserves the right to require the Contractor/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

**Additional Insureds:** For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional’s insurer shall name County as an additional insured. See Sample Certificate of Insurance.

**Waiver of Subrogation:** For all coverages, Contractor/Contract Professional’s insurer shall waive subrogation rights against County.

**Subcontractors:** All subcontractors, including independent Contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor/Contract Professional. Contractor/Contract Professional shall include all such subcontractors, independent Contractors, sub-vendors, suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contractors, sub-vendors, suppliers or other entities upon request by the County.

In addition to the required insurance noted above, provider agency shall obtain and maintain during the term of this Contract privacy liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum annual limits as follows.

- Contractors with 10 or less clients and/or revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.
- Contractors with 25 or less clients and/or revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.
- Contractors with more than 25 clients and/or revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000.