

# SAMPLE GENERAL TERMS & CONDITIONS OF AAA CONTRACT

## Area 3 Senior Services Agency

### CONTRACT AND STANDARD TERMS AND CONDITIONS

THIS CONTRACT is made between the Area 3 Senior Services Agency, located at 701 S. Allen Street, Suite 100, Meridian, ID 83642, "A3SSA", and **Name and Address**, an independent contractor, ("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.

#### I. RECITALS

**WHEREAS**, The Idaho Commission on Aging enters into a contract with A3SSA and is subject to the requirements imposed by the United States Department of Health and Human Services, Administration for Community Living, Administration on Aging regulations promulgated as the Older Americans Act of 1965 ("OAA"), as amended in 2006, and state-funded programs serving older Idahoans.

**WHEREAS**, The Idaho Commission on Aging, in accordance with OAA rules and regulations, designated the A3SSA as the Area Agency on Aging ("AAA") serving Planning and Service Area III ("PSA III").

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

**WHEREAS**, In accordance with IDAPA 15.01.20.041, on behalf of all older persons in a service area, the AAA for that area is obligated to assume the lead role relative to aging issues.

**WHEREAS**, In accordance with the OAA and all pertinent federal regulations, the AAA shall serve as the public advocate for the development and enhancement of comprehensive, coordinated community-based service systems within each community throughout the service area.

**WHEREAS**, A3SSA is authorized to purchase such services funded through the OAA, and the NSIP (USDA) Cash-in-Lieu Program, subject to requirements contained in IDAPA 15.01.01, 15.01.20, and 15.01.21.

**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**, A3SSA desires to purchase services for older persons using Federal and State funds subject to the continuing availability of said funds;

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

**II. SERVICES**

2.1 Term. This is a multi-year contract starting July 1, 2019 and ending June 30, 2023, unless terminated in accordance with Article XVIII of this contract.

2.2 Program Reimbursement Rate. The Service Provider agrees to the set reimbursement, which is currently \$4.00 for transportation boarding, for services that are within the scope of this Contract. This reimbursement rate is subject to change during the term of the agreement.

II.3 Statement of Work.

The Service Provider shall provide services listed in the Scope of Work contained in Appendix A, attached hereto and incorporated by reference.

**III. REPRESENTATIVES OF THE PARTIES AND CHANGE IN SERVICE DELIVERY**

3.1 Authorized Representatives.

The representative of the Service Provider must be able to communicate and conduct business with A3SSA via a business email address. 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 A3SSA shall be:

Name: Brandi Waselewski	Title: Contracts Manager
Address: 701 S. Allen St., Suite 100	Phone: 208-898-7077
City, State, Zip: Meridian, ID 83642	Fax: 208-855-2608
Email: <a href="mailto:brandi.waselewski@a3ssa.com">brandi.waselewski@a3ssa.com</a>	

B. The representative of the Service Provider shall be:

Name:	Title:
Address:	Phone:
City, State, Zip:	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 the other party, in accordance with this section, within five (5) working days of said change.

3.3 Change in Service Delivery.

The Service Provider will notify A3SSA within twenty-four (24) hours by phone or fax if, for any reason, there is a change in the service delivery schedule.

**IV. 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.

**V. FINANCIAL AND PROGRAM REPORTS AND AUDIT**

5.2 Financial Records.

The Service Provider shall maintain such financial and other records as are reasonably requested and communicated to service provider in writing by the A3SSA and/or the AAA to comply with Federal and State regulations and reporting requirements. Examples of records include but are not limited to consumer notes, verification of meals delivered, A3SSA payments to the Service Provider, all payroll hour and payment records for all work funded in whole or in part by this Contract, all volunteer hour and stipend records for all work funded in whole or in part by this Contract, and the amount of donations collected from each consumer.

5.3 Financial Records Made Available.

The Service Provider shall make available reasonably upon written request all such financial and other records which are required to be maintained pursuant to this Contract and applicable law to the A3SSA and the United States Department of Health and Human Services.

5.4 Monitoring/Audit.

At any time during the term of this Contract, the A3SSA may at its discretion conduct on-site reviews between the hours of 8 am to 5 pm on weekdays or desk reviews of the

Service Provider's facility and program and fiscal records to monitor the quality of services provided and compliance with this Contract's requirements.

5.5 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. Records include verification of homemaker tasks completed, hours, progress notes and care plans.

5.6 Electronic Reporting.

The Service Provider shall electronically report via email accurate fiscal and program data promptly as required or as requested.

## **VI. PAYMENT**

6.1 Consideration.

The Service Provider must establish a standardized system for billing and collecting fees. To receive payment, the Service Provider must submit invoices in the form of Appendix C, attached hereto and incorporated by reference.

- A. The invoices must reflect units of service authorized within the terms of this Contract. The Service Provider must submit invoices by the 10<sup>th</sup> day of the month for services rendered in the preceding month. The A3SSA 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 the A3SSA if all required reports have been received and verified for accuracy. All such invoice payments must comply with program requirements and the Contract, and may be withheld until any issues are resolved.
- D. In consideration for the services provided within the scope of this Contract, the A3SSA will issue payment within 30 days of receipt of an invoice and supporting documentation complying with this Contract.

## **VII. PERMITS AND LICENSES**

7.1 Permits Required.

Prior to performing any services pursuant to this Contract, 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, and then provide proof of such to the A3SSA.

7.2 Availability for Inspection.

These permits and licenses shall be made available for inspection as reasonably requested in writing by the A3SSA.

7.3 License Suspension.

The Service Provider shall notify the A3SSA within three (3) working 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) calendar days to renew or otherwise acquire any permit, license, certificate, or other document required herein. In the event the Service Provider fails to renew, maintain, or otherwise acquire said permit, license, certificate, or other document within the time designated by the A3SSA, the A3SSA shall have the right to declare the Service Provider in default and terminate this Contract as provided herein.

7.5 Bonding/Insurance

The Service Provider shall 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, is adequately bonded or insured to provide against loss for the full term of this Contract.

## **VIII. 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 make any unlawful disclosures of 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, any reports, records, and data that are generated by the Service Provider, stored in the Idaho GetCare data management system or obtained by the Service Provider during the course of its duties pursuant to this Contract. The Service Provider shall ensure that it and any of its subcontractors are fully aware of their legal obligations regarding confidential information.

## **IX. CIVIL RIGHTS**

9.1 Civil Rights.

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 disability status. The Service Provider shall take affirmative steps required by 45 CFR 75.330(b) if the Service Provider subcontracts any work for this Contract.

9.2 Non-Discrimination.

During the performance of this Contract, the Service Provider shall comply with nondiscrimination requirements, which include, but are not limited to, the following:

- A. Nondiscrimination in employment: To the fullest extent required under applicable laws, 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 person with a disability. 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.
- B. Nondiscrimination in consumer services: To the fullest extent required under applicable laws, The Service Provider will not on the grounds of race, color, sex, religion, national origin, creed, marital status, age (60 years and older), or presence of any disability:
  - 1. Deny a qualified individual any services or other benefits provided under this Contract or any contracts awarded pursuant to this Contract.
  - 2. 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.
  - 3. 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 to others.

**X. CONSUMER GRIEVANCE PROCEDURES**

10.1 Consumer Grievance Procedures.

The Service Provider must develop, make available to applicants and consumers, and follow written procedures through which grievances about the operation of the service, including denial of the service, are to be handled. The procedures 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 A3SSA if required to resolve the dispute. The Service Provider shall provide a copy of such written procedures to A3SSA before providing services pursuant to this Contract, and shall provide any updated versions of such procedures to A3SSA within five (5) business days of the amended procedures going into effect.

## **XI. FEDERAL AND STATE REQUIREMENTS**

### **11.1 Compliance with Federal and State Laws.**

The Service Provider agrees to comply with all applicable federal and state laws, clauses, regulations, policies, and rules relating to services provided under this Contract, including the ICOA Program Manual.

[https://aging.idaho.gov/wp-content/uploads/2018/10/ICOA\\_Program\\_Manual\\_20130628.pdf](https://aging.idaho.gov/wp-content/uploads/2018/10/ICOA_Program_Manual_20130628.pdf)

### **11.2 Additional Requirements.**

The Service Provider agrees to provide the services specified in this Contract in accordance with 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 nondiscrimination regulations as outlined in 45 CFR, Part 80, "Non-Discrimination on Basis of a Disability," and Part 90, "Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance."

### **11.3 Clean Air Act and Federal Water Pollution Control Act.**

The Service Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

### **11.4 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions.**

The Service Provider represents that it currently is not debarred, suspended, or otherwise excluded as specified in 45 CFR Part 75 Appendix II. The Service Provider has signed and agrees to abide by the debarment requirements. (Transportation RFP Application)

### **11.5 Byrd Anti-Lobbying Amendment.**

The Service Provider certifies that it has not used and will not use any federally appropriated funds, including funds provided in the course of this Contract, to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Service Provider shall provide a written statement disclosing to A3SSA any lobbying that the Service Provider has conducted with non-Federal funds that takes place in connection with obtaining any Federal award. The Service Provider shall make such disclosure to A3SSA within fourteen (14) calendar days after any such lobbying began.

11.6 Solid Waste Disposal Act.

The Service Provider shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as required by 45 C.F.R. 75.331.

11.7 Drug-Free Workplace.

The Service Provider shall maintain and enforce a drug-free workplace policy in compliance with federal law.

11.8 Contract Work Hours and Safety Standards Act.

The Service Provider agrees to comply with all 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 C.F.R. pt. 5). The Service Provider agrees to compute the wages of every paid employee on the basis of a standard work week of 40 hours, and to compensate its paid employees of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

## **XII. HOLD HARMLESS INDEMNIFICATION**

12.1 Hold Harmless.

Subject to applicable laws and limitations, each party agrees to indemnify and hold harmless the other party, its agents, and employees from and against all liability or expense (including costs and attorney's fees) arising by reason of the performance of obligations under this Contract, 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 the A3SSA or sub-contractors thereof, except for any such injury or damages that have been caused by the sole negligence or intentional acts or omissions of the other party or its agents and employees.

12.2 Claims or Lawsuit.

Each party shall promptly, within three (3) calendar days, notify the other party, in writing, of any claims or lawsuits filed against any party in connection with the duties and obligations contemplated in this Agreement, and shall promptly forward to the relevant parties copies of all relevant documents.

### **XIII. INSURANCE**

#### **13.1 Comprehensive General Liability.**

The Service Provider agrees to purchase and maintain sufficient insurance coverage as follows:

##### Commercial General and Umbrella Liability Insurance

The Service Provider shall maintain commercial general liability (CGL) 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, auto-related liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The A3SSA must be an additionally named- insured on the CGL policy.

#### **13.2 Breach.**

Said coverage required by this Contract shall be a condition for this Contract and any breach thereof shall release the A3SSA from all duties of this Contract, but such breach shall not release the Service Provider of the duty to indemnify.

#### **13.3 Other Insurance.**

The Service Provider shall obtain and maintain workers' compensation (unless not legally required), employers' liability insurance (unless no employees are hired), comprehensive liability insurance, 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 shall furnish proof of all insurance required by this Contract in the form of a signed Certificate of Insurance that it carries the insurance coverage required by this Contract. The Service Provider shall provide such proof before providing any services pursuant to this Contract.

### **XIV. PROGRAM INCOME**

#### **14.1 Program Income to Expand Services.**

All program income and In-kind donations received by the Service Provider as a result of services provided herein through consumer donations and/or contributions, and volunteer hours 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 and volunteer time was received. All program income and In-kind must be reported monthly to the AAA.

## **XV. ANTI-ASSIGNMENT AND SUBCONTRACTING**

### **15.1 Permission Required.**

The Service Provider shall neither assign nor transfer, entirely or in part, its rights and obligations derived from this Contract without the express and prior written authorization of the A3SSA.

### **15.2 Subcontracting.**

No clause of contracts between the Service Provider and its subcontractors shall constitute a contractual bond between the Service Provider and the A3SSA, or between the A3SSA 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 the A3SSA, 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.

## **XVI. ASSESSMENT REPORTS**

### **16.1 Assessments.**

The A3SSA will periodically assess and report on the ongoing quality and consistency of the programs and services provided by the Service Provider. The A3SSA and the Service Provider shall meet as reasonably requested by the A3SSA to discuss issues of quality and consistency of program management.

### **16.2 Monitoring Letter.**

The A3SSA may submit Monitoring Letters that identify deficiencies, if any, to the Service Provider. Such deficiencies may include perceived actions or services of the Service Provider that do not appear to comply with the terms of this Contract or other regulations or policies of the A3SSA. The Service Provider must provide a written response to any such Monitoring Letter within ten (10) working days. The written response must, at a minimum, indicate actions to be taken and a timetable within which the Service Provider will correct the identified deficiencies. Failure to comply with the assessment reports shall be cause for termination of this Contract as provided herein.

### **16.3 Appeal.**

Within ten (10) working days following receipt of a Monitoring Letter from the A3SSA, the Service Provider may submit a written request to the A3SSA that disputes some or all of the deficiencies identified in the Monitoring letter. The request must include an

explanation of the Service Provider's perspective as well as supporting documentation. The request must also request a hearing as set forth in Section XIX of this Contract.

## **XVII. 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.

## **XVIII. GENERAL**

### **18.1 Independent Contractor.**

The Service Provider shall be an independent contractor and not that of an agent or employee of A3SSA. The Service Provider shall have no authorization, express or implied, to bind the State of Idaho or the A3SSA 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 Section XI of this Contract, the Service Provider shall indemnify the A3SSA and hold it harmless from any and all claims for taxes, penalties, attorneys' fees and costs assessed against A3SSA or the State of Idaho 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. 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.**

If any portion of this Contract is found to be inconsistent or contrary to law, 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 the A3SSA 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 the A3SSA.

18.8 Non-Profit Status.

If the Service Provider is a non-profit, the Service Provider must provide proof of 501(c)(3) nonprofit status before providing services under this Contract. 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 three (3) calendar days after being deposited in the United States mail, addressed as set forth herein, 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 Ada County in the State of Idaho in the event of any dispute concerning 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.

18.12 Fees and Costs of Enforcement.

If 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 the A3SSA or the State of Idaho 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.

**XIX. 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. In the event of termination under this clause, A3SSA shall be liable only for payment of services rendered before the effective date of termination of this Contract.

19.2 Termination by Non-Appropriation.

The A3SSA 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 the A3SSA to continue payments or requires any return or "give-back" of funds required for the A3SSA to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or hold back in the A3SSA's spending. Any such termination or modification shall take effect on thirty (30) days' notice to the Service Provider by the A3SSA and be otherwise effective as provided in this Contract. The Service Provider understands and agrees that the A3SSA's payments provided for under this Contract shall be paid from legislative appropriations. In the event of termination under this clause, the A3SSA shall be liable only for payment of services rendered before the effective date of termination of this Contract.

19.3 Termination by Default.

If the A3SSA believes that the Service Provider is in default on the Contract, A3SSA may provide a written notice, to the Service Provider that states the A3SSA's belief that the Service Provider has failed to perform under this Contract, materially breached the Contract, or has violated a state or federal law, rule or regulation. The written notice must also contain a statement indicating A3SSA's intent to terminate the Contract by default. The Service Provider will have 14 calendar days from the receipt of such notice to correct the stated problem. If at the end of such 14 calendar day period, the Service

Provider has not corrected the stated problem(s), the A3SSA may terminate the Contract. 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 subcontractor, the Service Provider shall not be liable for damages.

19.4 Effect of Termination.

In the event either party terminates this Contract, the A3SSA shall have no further liability to Service Provider, except to pay the Service Provider compensation, if any, for services performed by the Service Provider before 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.

**XX. APPEAL PROCEDURE**

20.1 A3SSA Action.

If at any time the Service Provider wishes to contest an action taken by the A3SSA pursuant to this Contract, and cannot solve the dispute amicably with the A3SSA, the Service Provider may submit a written request for a hearing. Upon receipt of the Service Provider's written request for a hearing, the A3SSA Director shall, within ten (10) working days:

- A. Review the record, request additional information if necessary, determine that a hearing is appropriate or deny the request for a hearing; or
- B. Appoint an impartial hearing officer to review the record and conduct a hearing to determine whether A3SSA action was correct. Such hearing officer may be an employee and/or officer of A3SSA.

20.2 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 the A3SSA.

20.3 Right to Appeal.

The Service Provider, after an unsuccessful appeal to the A3SSA, has the right to appeal to the A3SSA Board Chair, and the procedures for such an appeal are the same as the initial appeal, except that the Board Chair shall act as the hearing officer.

**XXI. 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.

21.5 Survival clause.

The terms of sections 5.2, 5.3, 5.5, 5.6, 8.1, 12.1, 12.2, 18.6, 18.7, 18.10, 18.12, 18.13 18.14 shall survive termination of this Contract.

**SIGNATURES**

Area 3 Senior Services Agency:

Provider Name:

\_\_\_\_\_  
Raul Enriquez, Executive Director

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment A: Statement of Work

### Transportation Services

*All programs must be in accordance with the Older Americans Act, as amended, Idaho Commission on Aging Rules IDAPA 15.01.21 and Idaho Commission on Aging Program Manual.*

#### Program Definition

- Transportation. services designed to transport older persons to and from community facilities and resources for the purpose of applying for and receiving services, reducing isolation, or otherwise promoting independent living, but not including a direct subsidy for an overall transit system or a general reduced fare program for a public or private transit system.  
(IC 67-5006(1))
- Transportation Services. Services designed to transport eligible clients to and from community facilities/resources for the purposes of applying for and receiving services, reducing isolation, or otherwise promoting independence.  
(IDAPA 15.01.01.010.45)

#### Eligible Services transport seniors to and from:

- Congregate meal sites. (IDAPA 15.01.21.023.02)
- Supportive services: (OAA Section 321 (a)(2))
  - health services (OAA Section 321(a)(1))
  - programs that promote physical and mental well-being (OAA Section 321(a)(7))
  - shopping (OAA Section 321(a)(5)(C))
- Community facilities and resources for the purpose of applying for and receiving services: which include comprehensive counseling, legal assistance. (IC 67-5006 (1), (OAA Section 307(a)(24))

#### Funding

Funds are to be used for operating expenses only. The goal is to reduce isolation and to promote independent living within the Area 3 Senior Services Agency (A3SSA). Operating expenses must be used to provide transportation to people 60 years or older. (Title 67-5008 (1), (IC 67-5006 (1), (IDAPA 15.01.01.010.45), (IDAPA 15.01.21.023.01))

#### Eligibility

An individual sixty (60) years of age or older and is not a Medicaid billable boarding.

#### Donations

Each eligible individual must be given the opportunity to make a confidential donation toward the cost of the service.

#### Unit of Service

A unit of service equals one boarding (one one-way trip).

**Transportation Services may not be used for the following**

- The funds are not be used for a direct subsidy for an overall transit system: (IC 67-5006 (1))
- Are not to be used for a general reduced fare program for a public or private transit system: (IC 67-5006 (1))

**Coordination** (IDAPA 15.01.21.023.)

- Delivery of Home Delivered Meals. Providers may coordinate with home delivered nutrition providers to arrange for delivery of meals; however, 1) miles driven for home delivered meals may not be submitted for payment under a transportation contract; provider must arrange for reimbursement from the home delivered nutrition provider; and 2) providers coordinating with home delivered nutrition providers must comply with the regulations of the Nutrition Program.
- The transportation funds need to be used in conjunction with local transportation service providers, public transportation agencies, and other local government agencies, **that result in increased provision**: (OAA Section 321(a)(2)).