

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 1505 South Eagle Road, Suite 120, 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 this contract 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, designates the A3SSA as the Area Agency on Aging ("AAA") serving Planning and Service Area III ("PSA III").

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

WHEREAS, In accordance with the ICOA Program Manual, on behalf of all older persons in a service area, the AAA for that area shall 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 the ICOA Program Manual.

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;

Exhibit A Contract and SOW

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, 2021 and ending June 30th, 2024, unless terminated as otherwise provided in this Contract.
- 2.2 Program Reimbursement Rate. The Service Provider agrees to the set reimbursement, which is currently \$22.00 per hour, for services that are within the scope of this Contract.
- 2.3 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. The Service Provider is willing to accept a minimum of five consumers.

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: 1505 S Eagle Rd, Suite 120	Phone: 208-898-7077
City, State, Zip: Meridian, ID 83642	Fax: 208-855-2608
Email: brandi.waselewski@a3ssa.com	

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.

Exhibit A Contract and SOW

3.3 Change in Service Delivery.

The Service Provider will notify A3SSA within 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

5.1 Program Reports.

The A3SSA shall generate a roster from the Idaho GetCare database and will send the roster to the Service Provider on the 25th of each month. The rosters will contain a list of authorized consumer names, monthly hours authorized, and the reimbursement rate. The Service Provider shall submit the A3SSA Roster to the A3SSA on a monthly basis, by the 10th day of the following month. The submitted roster will contain the number of units served along with the dates of service.

5.2 Financial Records.

The Service Provider shall maintain such financial and other records as are required 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 hours, 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 funds collected from each consumer in the instance a share of cost has been determined by the A3SSA staff.

5.3 Financial Records Made Available.

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

Exhibit A Contract and SOW

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 Exhibit 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 10th 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.

6.2 Fees from consumers.

Exhibit A Contract and SOW

- A. A consumer's payment, if required, is determined by the A3SSA during the initial screening process to ensure the consumer consents to the fee. Consumers whose self-declared income exceeds one hundred percent (100%) of the federal poverty level, as established annually by the United States Department of Health and Human Services, are required to pay a fee for service. All fees are based on a sliding fee scale provided annually by the Idaho Commission on Aging (ICOA). Consumers whose annual income falls below the federal poverty level shall be given the opportunity to make voluntary donations. The Service Provider must submit any such donations to A3SSA.
- B. The Service Provider is solely responsible for collecting the consumer's portion of the fee for service. The Service Provider must invoice the consumer promptly and the consumer is not responsible for payment of fees for services if invoiced by the Service Provider more than ninety days after the month in which services were rendered.

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) calendar days, if any permit, license, certificate, or other document required herein is suspended, terminated, lapsed, not renewed, or otherwise restricted.

7.4 Termination of Contract.

The Service Provider shall have up to thirty (30) 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.

Exhibit A Contract and SOW

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. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

9.1 Compliance with Affirmative Action.

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

Exhibit A Contract and SOW

by such corporation, association, educational institution, or society of its activities.

The Service Provider shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or presence of any sensory, mental, or person with disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, and recruitment selection for training, including apprenticeships and volunteers.

- B. 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.

Exhibit A Contract and SOW

The Service Provider agrees to comply with all Federal and State laws, clauses, regulations, policies, and rules relating to services provided under this Contract, including the ICOA Program Manual, attached hereto as Exhibit E and incorporated by reference.

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. (Homemaker Respite 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.

Exhibit A Contract and SOW

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

Exhibit A Contract and SOW

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

Consumers whose annual income falls below the federal poverty level shall be given the opportunity to make voluntary donations. The provider must submit any such donations to the A3SSA.

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.

Exhibit A Contract and SOW

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 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 the State of Idaho or 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.

Exhibit A Contract and SOW

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.

Exhibit A Contract and SOW

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.

Exhibit A Contract and SOW

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.

Exhibit A Contract and SOW

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

APPENDIX A: SCOPE OF WORK

A. HOMEMAKER – SCOPE OF WORK

Policy

Homemaker service is designed for clients 60 years of age and older to provide assistance required to compensate for functional or cognitive limitations which prevent them from maintaining a safe home environment. Homemaker services assist eligible individuals in their own homes to restore, enhance, or maintain their capabilities for self-care and independent living.

Purpose of Service

- Maintain Independence and Dignity. To secure and maintain in a home environment the independence and dignity of consumers who are capable of self-care with appropriate supportive services
- Prevent Institutionalization. To avoid or delay placement into long-term care institutions.
- Remedy Harmful Living Arrangements. To promote the health and safety of the consumer.
- Crisis Intervention. To assist the consumer through a crisis, if the homemaker service(s) required meet the consumer's needs and can be provided within the guidelines set forth in the applicable rules and regulations.

Eligibility

Determination of eligibility for services is the responsibility of the Area 3 Senior Services Agency (A3SSA) Information and Assistance program. Generally, individuals who are 60 years of age or older are eligible if they are unable to maintain their own homes and meet a minimum assessed score as determined by the A3SSA. A referral for service, received from any source, must be screened using the Idaho Comprehensive Assessment Tool (I-CAT). This process helps determine a consumer's level of need, type of service needed, and potential referrals. The Service Provider will be notified by the A3SSA when only homemaker services are authorized.

When consumers are determined to be eligible for other formal homemaker services such as Medicaid, they are no longer eligible for A3SSA homemaker services.

Types of Services Performed

Homemaker services include, but are not limited to, the following activities:

- General housekeeping
- Essential errands- grocery shopping
- Laundry services
- Meal preparation (only when home-delivered meals are not available)
- Washing dishes

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- Making and changing of beds

Exclusions

Homemakers shall not perform the following services, which are not eligible for reimbursement from the A3SSA:

- Meal preparation. Homemakers shall not prepare meals for a consumer if they currently authorized and receiving A3SSA home-delivered meals.
- Transportation. Homemakers shall not transport a consumer.
- Medical judgments. Homemakers shall not make medical judgments or any determinations regarding the application of advance directives.
- Bathing and washing hair. Homemakers may not assist consumers with bathing or washing hair, or both, if the Service Provider does not have adequate and appropriate insurance coverage and/or staff is not qualified.

Unit of Service

A unit of service equals one hour, or fraction thereof, in quarter hour increments, in service to the consumer. Travel to and from the consumer's home to provide homemaker service is not included in service unit measurement.

Cost Sharing Payments

- Poverty Guidelines. Consumers whose income exceeds one hundred percent (100%) of poverty (as established by the United States Department of Health and Human Services) shall be required to make a cost-sharing payment for services according to the Idaho Commission on Aging (ICOA) variable fee schedule.
- Determination. The amount of a consumer's cost share payment is determined by A3SSA case manager according to the guidelines provided above, and the payment may be waived by the A3SSA for consumers who refuse to make such payment if there is documented evidence that not providing the service would increase risk or harm to the consumer.
- Collection of Cost Sharing Payments. The Service Provider is responsible for collecting the cost share from consumers.
- Use of Cost Sharing Payments and Contributions. The Service Provider shall maintain accounting records of all cost sharing payments and contributions collected and of all monies expended from these sources. All monies derived from cost sharing payments, contributions, or both, shall be used to offset the costs of providing the services for which they were collected.

Consumer Enrollment

- Each consumer assessed and authorized to receive homemaker services will be provided with a list of A3SSA-authorized Homemaker Service Providers, and the consumer may choose the Service Provider of their choice. A consumer may, at any time and at their sole discretion, terminate the services of the Service Provider and choose another

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authorized Homemaker Service Provider. A consumer must be contacted by the Service Provider within five (5) days upon receipt of approval for service by the A3SSA.

- The Service Provider must designate one point of contact to receive incoming referrals and updated homemaker services allocations, and to acknowledge and respond (in writing) to correspondence. The ICAT Homemaker form must be signed no later than the start of service date and returned via email to A3SSA. If the Service Provider fails to return the referral form within such five (5) day period, the consumer may select another Service Provider. In the case of an emergency homemaker, the Service Provider shall contact the consumer within two (2) days of receiving the referral.
- The Homemaker Service Provider is required to document each consumer visit, noting the tasks accomplished, the beginning and ending time of each visit, and any changes in consumer condition or circumstances. The consumer, or in-home family caregiver of a consumer with dementia, will verify the service units and timelines of each visit by signing the documentation.
- If the Service Provider is unable to provide service on the third consecutively scheduled day, the A3SSA Information and Assistance will be notified in writing within three (3) business days of the third missed day.
- Any change that impacts consumer service must be discussed jointly by the Service Provider and a representative of the A3SSA Information and Assistance. Changes include, but are not limited to, staffing difficulties, scheduling problems, conflicts between a consumer and Service Provider personnel.

Accommodations

- Accommodations for Geographic Inaccessibility. All Service Providers shall make and document efforts to locate and hire a part-time worker to meet the consumer service need. Documented efforts include employment advertising and networking efforts.
- Accommodations for Language. All Service Providers shall make reasonable accommodations to work with persons who speak a language other than English.
- Cultural Accommodations. All Service Providers shall make reasonable accommodations for cultural differences and take them into account when delivering services.
- Accommodations for Disabilities. All Service Providers shall make reasonable accommodations to work with persons who have vision or hearing impairments or other disabilities.

Training & Supervision

- Orientation. All service workers shall receive an employee orientation from the Service Provider before performing any services. Orientation shall include the purpose and philosophy of services, review of pertinent skills, program regulations, policies and procedures, proper conduct in relating to consumers, and handling of confidential and emergency situations involving a consumer.
- CPR. Service workers shall complete CPR training within three (3) months of hire and shall maintain certification thereafter.

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- In-Service Training. Service Providers shall annually provide service workers with a minimum of ten (10) hours training, including CPR, for the purpose of upgrading their skills and knowledge.
- Bathing and hair washing. Service Providers shall ensure that service workers who assist consumers with bathing and hair washing receive specific training in performing these services before being assigned to a consumer.
- Supervision. Service Providers shall maintain written job descriptions for all service workers and shall have written personnel policies. All service workers shall receive a written annual performance evaluation. Supervisors of service workers shall be available to service workers during work hours to discuss changes in consumers' circumstances, to resolve problems with schedules, or to respond to emergencies.

Medical Emergencies

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

Restrictions

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

- Service workers shall not accept money or a loan, in any form, from a consumer.
- Service workers shall not solicit the purchase of goods, materials, or services from a consumer.
- Service workers shall not provide a personal telephone number or home address to consumers.
- Service workers shall not work privately for a consumer outside the scope of this Contract.
- Service workers shall not enter a consumer's residence in the consumer's absence unless the consumer has given permission to enter to accomplish scheduled work and the permission is documented in the consumer file.
- Service workers shall not engage in religious proselytizing during the course of employment.
- Service workers shall not administer medications. A service worker may remind a consumer to take medications, assist with removing the cap from a multi-dose or bubble pack container, and may observe the consumer taking medications.
- Service workers shall regard all consumer communications and information about consumers' circumstances as confidential.
- Service workers shall not smoke in the home of a consumer.

Disclosure of Information

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

Disclosure. A Service Provider may disclose to anyone the content of a consumer's communication only with the consumer's prior, informed consent. Without the consumer's prior, informed consent, the Service Provider may:

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

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

Disclosure Required. The disclosure of information required for a coordinated assessment of a consumer and for coordinating the delivery of service to a consumer is allowed between aging network Service Providers and, if required, the Department of Health and Welfare. Disclosure to individuals outside of that group shall not be authorized without prior written approval from the ICOA. (IDAPA 15.01.01.026)

Termination of Service

The Service Provider must inform A3SSA of their intent to discontinue services to a consumer and allow for a two-week transition to a different Service Provider. The reason for service termination must be in writing to the A3SSA.

Services may be terminated by the provider for any of the reasons listed below:

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

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

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

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

B. RESPITE – SCOPE OF WORK

Policy

Family Caregiver Respite service is designed to encourage and support efforts of family caregivers to maintain functionally or cognitively impaired relatives at home. The primary purpose of respite is to provide caregivers a break from their caregiving duties. The family may utilize respite care to meet emergency needs, to restore or maintain the physical and mental well-being of family caregivers, and provide socialization for the care recipient. The respite service may take the form of in-home care, adult day program, or facility care.

Eligibility

Determination of eligibility for services is the responsibility of the Area 3 Senior Services Agency (A3SSA) Information and Assistance program. A referral for service, received from any source, must be screened using the Idaho Comprehensive Assessment Tool (I-CAT). This process helps determine a consumer's level of need, type of service needed, and potential referrals. The Provider will be notified by A3SSA only when services are authorized for a consumer. In Family Caregiver Respite, the "consumer" is defined as the family caregiver. The care recipient must have physical or cognitive impairments affecting ADL or IADL functioning to the extent twenty-four (24) hour care or supervision is required. In general, the following types of individuals are eligible for respite services:

- A caregiver sixty (60) years of age or older residing with an eligible care recipient who is under sixty (60) years of age.
- A caregiver under sixty (60) years of age residing with an eligible care recipient aged sixty (60) years of age or older.

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- A grandparent or older individual who is a relative caregiver of a child, or a relative of a child by blood, marriage, or adoption who is 55 years of age or older who are providing twenty-four (24) hour care to children with severe disabilities.
- Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

When consumers are determined to be eligible for other formal services such as Medicaid, they are no longer eligible for A3SSA services.

Types of Service Performed

Family Caregiver Respite services include, but are not limited to, the following activities:

- Personal care services incidental to in-home respite care
- Interaction with the care recipient that encourages socialization.
- General housekeeping
- Meal preparation

Service Limitations

- When personal care services are a part of a consumer's care plan, those services shall be provided by trained Respite employees or trained Respite volunteers (hereinafter collectively "respite workers").
- Services requiring supervision of a registered nurse in accordance with the Nurse Practices Act shall not be performed by respite workers.
- The Respite Service Provider shall provide adequate and appropriate insurance coverage before assigning its respite workers to assist care recipients with personal care tasks.
- Respite workers shall NOT transport caregivers or care recipients.

Unit of Service

A service unit equals one hour, or fraction thereof, in quarter hour increments, in combined service to the caregiver and care recipient. Transportation to and from the consumer's home is not included as part of the service unit.

Service Enrollment

- Each consumer assessed and authorized to receive Respite services will be provided with a list of A3SSA-authorized Respite Service Providers, and the consumer may choose the Service Provider of their choice. A consumer may, at any time and at their sole discretion, terminate the services of the Service Provider and choose another authorized Respite Service Provider. A consumer must be contacted by the Service Provider within five (5) days upon receipt of approval for service by A3SSA. The Service Provider will designate one point of contact to receive incoming referrals and updated Respite services allocations, and to acknowledge and respond (in writing) to correspondence. The ICAT Respite form must be signed no later than the start of service date and returned via email to A3SSA. If the Service Provider fails to return the referral form within such five-day period, the consumer may select another Service Provider. In the

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case of emergency respite, the Service Provider shall contact the consumer within two days of receiving the referral.

- The Respite Service Provider is required to document each consumer visit, noting the tasks accomplished, the beginning and ending time of each visit, and any changes in consumer condition or circumstances. The consumer, or in-home family caregiver of a consumer with dementia, will verify the service units and timelines of each visit by signing the documentation.
- If the Service Provider is unable to provide service on the third consecutively scheduled day, the A3SSA Information and Assistance will be notified in writing within three business days of the third missed day.
- Any change that impacts consumer service must be discussed jointly by the Service Provider and a representative of the A3SSA Information and Assistance. Changes include, but are not limited to, staffing difficulties, scheduling problems, conflicts between a consumer and Service Provider Personnel.

Accommodations

- Accommodations for Geographic Inaccessibility. All Service Providers shall make and document efforts to locate and hire a part-time worker or generate a volunteer to meet the consumer service need. Documented efforts include employment advertising, volunteer recruitment and networking efforts.
- Accommodations for Language. All Service Providers shall make reasonable accommodations to work with persons who speak a language other than English.
- Cultural Accommodations. All Service Providers shall make reasonable accommodations for cultural differences and take them into account when delivering services.
- Accommodations for Disabilities. All Service Providers shall make reasonable accommodations to work with persons who have vision or hearing impairments or other disabilities.

Adult Day Care

- Staffing. Staff shall be adequate in number and skills to provide respite care services.
 - There shall be at least two (2) responsible persons at the site (daycare center) at all times when consumers are in attendance. A minimum of one person must be a paid staff member.
 - Staff to consumer ratio shall be increased appropriately if the number of consumers in daycare increases or if the degree of severity of consumers' function or cognitive impairment increases.
 - Staff persons counted in the staff to consumer ratio shall be those who spend the major part of their work time in direct service to consumers.
 - If the site administrator is responsible for more than one (1) site or has duties not directly related to adult day care, a program manager shall be designated for each site.

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- Volunteers shall be included in the staff ratio only when they conform to the same standards and requirements as paid staff.
- Services. Adult Day Care Programs shall, at a minimum, provide the following services:
 - Assistance with transferring, walking, eating, toileting;
 - Recreation;
 - Nutrition and therapeutic diets; and
 - Exercise.

Training & Supervision

- Orientation. All respite workers shall receive an employee orientation from the Service Provider before performing any services. Orientation shall include the purpose and philosophy of services, review of pertinent skills, program regulations, policies and procedures, proper conduct in relating to consumers, and handling of confidential and emergency situations involving a consumer.
- CPR. Respite workers shall complete CPR training within three (3) months of hire and shall maintain certification thereafter.
- In-Service Training. Service Providers shall annually provide respite workers with a minimum of ten (10) hours training, including CPR, for the purpose of upgrading their skills and knowledge.
- Bathing and washing hair. Service Providers shall ensure that respite workers who assist consumers with bathing and hair washing receive specific training in performing these services before being assigned to a consumer.
- Supervision. Service Providers shall maintain written job descriptions for all respite workers and shall have written personnel policies. All respite workers shall receive a written annual performance evaluation. Supervisors of respite workers shall be available to respite workers during work hours to discuss changes in consumer's circumstances, to resolve problems with schedules, or to respond to emergencies. (IDAPA 15.01.01.029.01)

Medical Emergencies

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

Restrictions

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

- Respite workers shall not accept money or a loan, in any form, from a consumer.
- Respite workers shall not solicit the purchase of goods, materials, or services from a consumer.

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- Respite workers shall not provide a personal telephone number or home address to consumers.
- Respite workers shall not work privately for a consumer outside the scope of this Contract.
- Respite workers shall not enter a consumer's residence in the absence of the consumer unless the consumer has given permission to enter to accomplish scheduled work and the permission is documented in the consumer file.
- Respite workers shall not engage in religious proselytizing during the course of employment.
- Respite workers shall not administer medications. A respite worker may remind a consumer to take medications, assist with removing the cap from a multi-dose or bubble pack container, and may observe the consumer taking medications.
- Respite workers shall regard all consumer communications and information about consumers' circumstances as confidential.
- Respite workers shall not smoke in the home of a consumer.

Disclosure of Information

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

Disclosure. A Service Provider may disclose to anyone the content of a consumer's communication only with the consumer's prior, informed consent. Without the consumer's prior, informed consent, the Service Provider may:

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

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

Disclosure required. The disclosure of information required for a coordinated assessment of a consumer and for coordinating the delivery of service to a consumer is allowed between aging network Service Providers and, if required, the Department of Health and Welfare. Disclosure to individuals outside of that group shall not be authorized without prior written approval from the Idaho Commission on Aging.

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Termination of Service

The Service Provider must inform A3SSA of its intent to discontinue services to a consumer and allow for a two-week transition to a different Service Provider. The reason for service termination must be in writing to the A3SSA.

Services may be terminated by the Area Agency for any of the reasons listed below:

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

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

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

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

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

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The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the appropriate federal agency may pursue available remedies including suspension and/or debarment.

DATED this ___ day of _____, 2021.

Authorized Signature

STATE OF IDAHO)
) ss.
County of _____)

On the _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____
Commission Expires: _____