

Guide to Request for Proposals

for the selection of Providers to provide

Transportation Services Legal Services

for the period

July 1, 2021 through June 30, 2025

Area II Agency on Aging *Serving North Central Idaho*

a division of
Community Action Partnership
124 New 6th Street

Lewiston, ID 83501
(208) 798-4201

Completed applications must be physically in the possession of the Area Agency on Aging by
3:00 p.m., June 4, 2021.



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Sections I through X provide the information, background, and instructions for completion of Requests for Proposals for Transportation and Legal.

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I. PUBLIC NOTICE

Public / Legal Notice-Request for Proposals

Community Action Partnership (CAP), the designated Area Agency on Aging Serving North Central Idaho (AAA), announces its intent to accept Proposals from interested Providers for the following services in various locations in Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties:

Transportation Services
Legal Services

The Request for Proposals Guide and application materials are available on the AAA's website at www.cap4action.org. Providers may submit Proposals for one or more services in any or all of the designated cities/counties. Contracts will be issued for the period of July 1, 2021 through June 30, 2025.

Providers with questions regarding the application packet should contact the AAA Contract and Compliance Manager, Carolyn Patterson by telephone at (208) 798-4201 or by e-mail at c.patterson@cap.org. An informational Provider's Phone Conference will be held at CAP on Thursday, May 17, 2021 from 12 pm-1pm. Please contact the AAA Office for call in information.

Providers must submit **ONE** hard copy application to the Area Agency on Aging Serving North Central Idaho, 124 New 6th Street, Lewiston ID 83501 **by 3:00 p.m. on Friday, June 4, 2021**. Application packets can be mailed to the Area Agency on Aging at 124 New 6th Street, Lewiston, Idaho 83501, hand delivered to that same address, or submitted via email to c.patterson@cap4action.org.

Award announcements will be made on Monday, June 14, 2021.

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

II. CONTRACTING PROCESS AND SCHEDULE

CONTRACTING PROCESS AND SCHEDULE

Public/Legal Notice Website Posting and in local newspaper	5/9/21-5/16/21
Requests for Proposals mailed/e-mailed	5/10/21-6/4/21
Provider's Conference	5/17/2021

All questions regarding the requirements necessary to complete an application should be directed to the AAA Contracts Manager, Carolyn Patterson, via email at c.patterson@cap4action.org or 208-798-4201.

Hardy Copy Applications Due to Area Agency on Aging Serving Idaho <u>by 3:00 pm</u>	6/4/21
Recording of Applications Received	6/4/21 8am – 10am
Application Review by Selection Committee	6/4/21-6/14/21
Award Announcements	6/14/21
Contracts Signed	6/15/21-6/18/21
New Contracts Begin	7/1/21

III. GUIDE TO THE REQUEST FOR PROPOSAL PROCESS AND APPLICATION

A. PURPOSE

The Area Agency on Aging *Serving North Central Idaho* (AAA) is responsible for planning, developing, advocating for, and coordinating a comprehensive service system for persons 60 years of age and older residing in the five counties of North Central Idaho. A significant part of this responsibility is accomplished through utilization of contracted service providers. The AAA is accepting Proposals from interested Providers for Transportation and Legal services in Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties.

B. SERVICE CONTRACTS

- AAA contracts are performance based.
- The AAA seeks Providers that have the ability to implement services efficiently and effectively within the required guidelines and specifications.
- The successful Provider(s) will be designated the service provider(s) for the period between July 1, 2021 and June 30, 2025. The service shall be designed to provide continuous service for the full term of the contract. Prior to the beginning of the contract year and each six-month period therein, the units of service and budget for each such period will be established based on availability of funds, number of units served, and satisfactory performance levels (as determined in the sole and absolute discretion of the AAA).
- Final funding levels are dependent on the availability of federal (Older Americans Act, US Department of Agriculture) and state (Idaho Senior Services Act) funds or any other applicable funds.
- Changes in the governing federal and state statutes, regulations, rules, and program manuals/guidelines including, but not limited to, those of the Idaho Commission on Aging (ICOA), may require modifications of the contract.
- Any Provider that subcontracts with another entity to provide services shall ensure that such subcontractor has a clear understanding of the methodology used to determine compensation under the subcontract.

C. PROPOSALS OF THE PROPOSING PROVIDER

To be considered for a contract with the AAA:

- A Provider must have an e-mail address for communicating and otherwise conducting business with the AAA.
- **A Provider submitting an application for Transportation services must own, lease, or have the use of a vehicle(s) through an established vehicle sharing program, and operate the vehicle(s) in its Transportation program.**

- A Provider that is a not-for-profit entity must be legally incorporated, registered to do business in Idaho, have an Internal Revenue Service 501(c)(3) designation, and have a demonstrated history of satisfactory human services performance.
- A Provider that is a for-profit entity must be legally organized and registered to do business in Idaho.
- A Provider must be able to demonstrate the ability and willingness to meet each of the following criterion:
 - Provide services and utilize funding in accordance and compliance with the contract terms, the Older Americans Act, as amended, the Older Americans Act: Federal Title III Regulations, the Idaho Senior Services Act, the ICOA Rules Governing Senior Services Program (IDAPA 15.01.01) and Rules Governing Older Americans Act Services (IDAPA 15.01.21), and all Idaho Commission on Aging and AAA Program Manuals and Service Implementation guides. These documents are available for review at EICAP/AAA during regular business hours. They may also be found on-line at:

Federal Statute:

Older Americans Act of 1965, Public Law 109-365

<https://acl.gov/sites/default/files/about-acl/2020-04/Older%20Americans%20Act%20Of%201965%20as%20amended%20by%20Public%20Law%20116-131%20on%203-25-2020.pdf>

Federal Regulations:

45 CFR Part 1321 <https://ecfr.io/Title-45/Part-1321>

45 CFR Part 1328 <https://ecfr.io/Title-45/Part-1328>

State Statutes:

Idaho Senior Services Act, IC §67-5001 et seq

https://legislature.search.idaho.gov/search?IW_FIELD_TEXT=Idaho+Senior+service+act&IW_DATABASE=*

Rules: Rules of the Idaho Commission on Aging

IDAPA 15.01.01 – Rules Governing Senior Services Programs

IDAPA 15.01.21 – Rules Governing the Older Americans Act Services

<https://adminrules.idaho.gov/rules/current/15/150101.pdf>

ICOA Program Manual & Service Implementation Guides:

<https://aging.idaho.gov/wp-content/uploads/2019/08/2019-ICOA-Program-Manual-Complete.pdf>

- Provide Outreach functions to locate persons in the community who are not participating in available programs or receiving services for which they qualify, identify their service needs, provide them information about aging programs and services available in their communities, and assist them with accessing services they need or programs in which they want to participate.
- Provide information detailing the Provider's ability to make accommodations for individuals who are geographically inaccessible, non-English speaking, from another culture, and/or have disabilities.
- Provide information on the Provider's utilization of trained volunteers.
- Provide comprehensive and detailed information that reflects the background of the Provider relative to the proposed services.
- Hold or be able to obtain prior to the beginning of the contract term, all necessary certifications and licensures, and be able to comply with all federal, state, and local requirements.
- **Have sufficient financial and in-kind resources to fulfill the AAA's 15% minimum match requirement and to prevent total dependency on AAA funds.**
- **Electronically** report accurate fiscal and program data, on time, as required or as requested.
- Comply with AAA assessments, program evaluations, and audit activities.

D. SUBMISSION INSTRUCTIONS

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

Each Provider must complete the entire Application and required attachments.

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

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

Provider must submit one original Application(s). Application(s) must be physically in the possession of the AAA by 3:00 pm PST on June 4, 2021. The application should clearly

be labeled AAA APPLICATIONS. Application packets can be mailed to the Area Agency on Aging at 124 New 6th Street, Lewiston, Idaho 83501, hand delivered to that same address, or submitted via email to c.patterson@cap4action.org. Late or incomplete applications will not be accepted.

Mailing/Street Address: AAA, Attn: Carolyn Patterson
124 New 6th Street
Lewiston, ID 83501

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

E. OPENING OF APPLICATION

Applications received by the correct time and date, sealed, and properly labeled as “AAA APPLICATION” will be opened between 8 am and 10 am on June 4, 2021 in the AAA office. The name of each Provider and the service for which it is submitting an application will be read and recorded.

F. CANCEL OR REJECT APPLICATION

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

G. SELECTION PROCESS

- AAA staff will review each application to ensure that it has been submitted on time, is complete, and includes all required documents.
- The Selection Committee will review each application.
- **Factors to be considered include responses that are complete, detailed, and accurate; demonstrate competence, Proposals, and training; describe a history of similar contracts or service provision to the elderly and/or disabled; describe methods, standards of performance, and objectives; and provide rate proposals and budget figures that are competitive, reasonable, consistent, and sufficient.**
- AAA reserves the right for the Selection Committee to request an oral interview with each Provider, if necessary. Providers may be scheduled to make formal presentations and answer questions from committee members. The AAA may look at references; survey the Providers’ facilities, staff, records, and finances; and recommend changes in the proposed methodology or service costs.
- AAA Director and Contract Manager will make the final decision. The contract will be awarded to the responsible and responsive Provider (as described in IDAPA 38.05.01.081.02a-f), whose application is most advantageous to the AAA price, quality, and other factors (as set forth in 45 CFR §74.43) considered.
- Applications will then be made available for public inspection.

H. EVALUATION

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

Basic Information and Provider Capability (20 points)

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

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

Assurances and Provider Narrative provision (50 points)

The Provider's methodology well defines the quality of the service. Responses are clear, follow a success-oriented work plan.

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

The Provider has documented partnerships, collaboration and leveraged resources.

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

Cost Effectiveness, Budget, and Line items (20 points)

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

I. CONTRACT PROCESS

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

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

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

J. NOTIFICATION OF AWARD

Providers will be notified of the results of their application by June 14,2021. Unsuccessful Providers may request to be informed of the reasons they did not receive the contract.

K. APPEALS

Unsuccessful Providers may appeal the decision by:

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

IV. BACKGROUND INFORMATION

Service Area Maps:

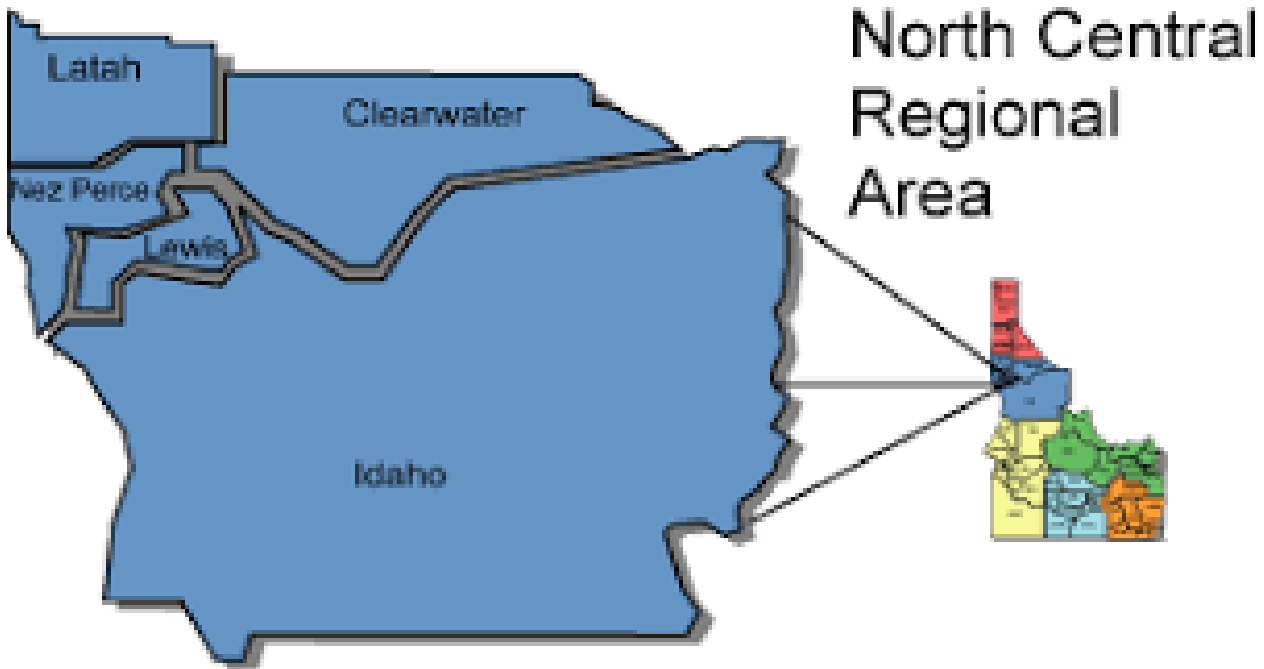
The service area maps on the following pages are intended to identify the five county planning and service area (PSA) of the AAA.

According to SuburbanStats.org, the total senior population over the age of 60 in the PSA is 23,084.

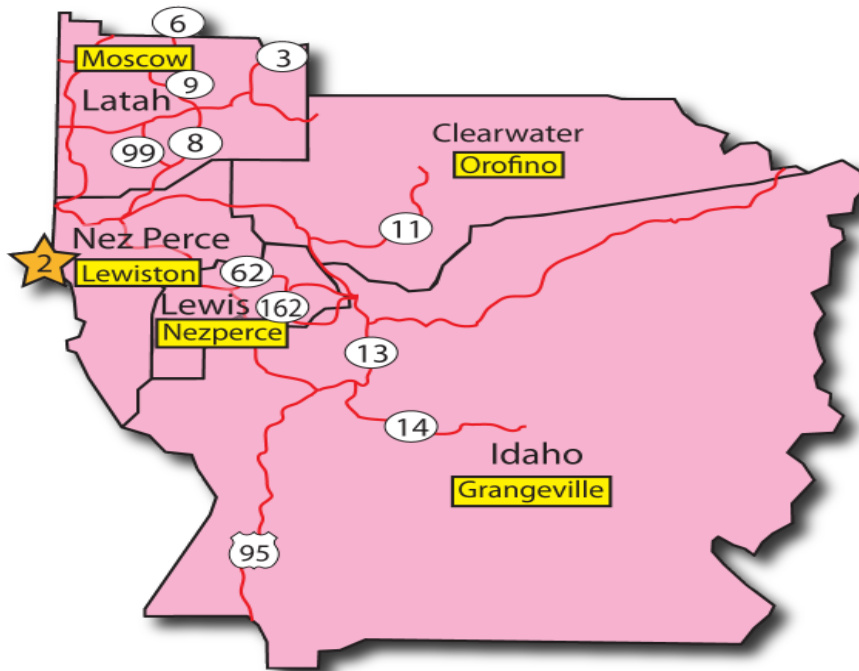
The county breakdown for persons 60 and older is:

County	2019
Clearwater County	2,756
Idaho County	4,665
Latah County	5,527
Lewis County	1,102
Nez Perce County	9,034
Area II	23,084

V. SERVICE AREA MAPS



AAA – Planning and Service Area



Note: Total square miles of Planning Service Area is 13,404.

The AAA covers 13,404 square miles in five north central counties in the state: Clearwater, Idaho, Latah, Lewis, and Nez Perce. From wide and rolling agricultural plains to rugged forests and mountainous terrain Area II is cradled in between the borders of Oregon, Washington, and Montana.

VI. PROGRAM DEFINITION & SPECIFICATIONS

A. TRANSPORTATION – SCOPE OF WORK

***This Scope of Work includes basic general information and may be subject to additions upon contract.

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 Planning and Service Area II. 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))

B. LEGAL SERVICES – SCOPE OF WORK

***This Scope of Work includes basic general information and may be subject to additions upon contract.

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

Legal Assistance-Federal.

(OAA Section 102(a)(33))

A. Means legal advice and representation provided by an attorney to older individuals with economic or social needs; and

B. Includes—

1. To the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and
2. Counseling or representation by a nonlawyer where permitted by law.

Legal Assistance-State. Advice, counseling, or representation by an attorney or by a paralegal under the supervision of an attorney. (IDAPA 15.01.21.010.03)

AAA Requirements for Legal Assistance Contracts.

(IDAPA 15.01.21.031)

A. **Administrative Requirements.** The AAA shall assure adherence to all administrative requirements as set forth in rule, unless the ICOA grants a waiver.

B. **Title III-B Funds.** Under an approved area plan, the AAA shall expend a minimum percentage of Title III-B funds as set forth in the ICOA state plan in Title III-B funds for legal assistance.

C. **Contracts.** Through performance-based agreements with local providers, the AAA shall provide legal assistance to older residents of the PSA.

1. The AAA contracts with for-profit providers of legal assistance services shall conform with standards set forth in 45 CFR 1321.71. Prior to being executed, contracts shall be submitted to the ICOA for approval. (7-1-98)
2. Contracts for legal assistance services shall be executed for the purpose of providing direct legal assistance and representation to persons aged sixty (60) years or older. The number of service units to be provided must be clearly stated in the contract.
3. Contracts for legal services shall include provision for legal services to clients of the AAA's Ombudsman for the Elderly Program and clients aged sixty (60) years or older of the Adult Protection Program.

D. **Idaho Legal Aid Services.** The AAA contracts with Idaho Legal Aid Services, Inc. shall provide the following assurances:

1. Services provided under the contract to individuals sixty (60) years of age or older shall be in addition to legal assistance furnished with funds obtained from other sources.

E. **Maintenance of Legal Assistance Records.** The AAAs shall maintain records documenting legal assistance provided within each calendar quarter to individuals aged sixty (60) years or older.

F. **Provision of Service.** In accordance with OAA Section 307 (a) and 45 CFR 1321.71, Subparts (a) through (k), each AAA shall assure provision of legal assistance to older individuals residing within the PSA.

Eligibility

Legal assistance shall only be provided to clients aged 60 and older residing within the service area(s); clients aged less than 60 who are family caregivers for individuals aged 60 and older; or, for clients aged 55 or older who are relative family caregivers caring for a child who is not more than 18 years of age.

Unit Of Service

A unit of service is defined as one (1) hour, or fraction thereof, of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

Attorney-client Privilege

(Section 306(e)) An Area Agency on Aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.

Allowable Legal Services

Legal assistance may include:

1. Services in non-criminal matters;
2. Legal advice and counsel ranging from simple legal documents to representation in complex litigation;

Priority of legal assistance may include issues related to:

1. Income
2. Health Care
3. Long-term Care
4. Nutrition
5. Housing
6. Utilities
7. Protective Services
8. Defense of Guardianship
9. Abuse
10. Neglect
11. Age Discrimination

Simple wills are not considered a priority service, and the service provider must refer such requests to the Idaho Volunteer Lawyers Program or, if appropriate, to a private attorney.

Consumer Contributions, Cost sharing Exception.

(OAA Section 315(a)(2))

The State is not permitted to implement the cost sharing described in paragraph (1) for the following services:

1. Ombudsman, elder abuse prevention, legal assistance, or other consumer protection services.

Special Conditions

The Legal Assistance contract shall include provision for clients of the Area Agency on Aging Ombudsman for the Elderly Program and Adult Protection Program. A minimum of six (6) hours per month will be made available if needed for this provision.

Services provided under this contract to clients sixty (60) years of age or older shall be in addition to legal assistance furnished with funds obtained from other sources.

VII. DEBARMENT INSTRUCTIONS

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

1. By signing and submitting this certification, the recipient of federal assistance funds is providing the certification as set out below.

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

VIII. SAMPLE GENERAL TERMS & CONDITIONS OF AAA CONTRACT

1. As used in these General Terms and Conditions, the following terms have the following meanings:
 - A. **“Area Agency”** means the Area Agency on Aging Serving North Central Idaho, a division of Community Action Partnership.

- B. **“Director”** means the Area Agency Director.
- C. **“Equipment”** means any personal property items having an acquisition cost of \$5,000.00 or more, including tax, freight, installation, and a life expectancy of one year or more.
- D. **“Compensation”** means that part of this Contract which contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this Contract. Compensation also means Cost or Price.
- E. **“Contract”** means the combination of the 2021 Request For Proposal, the Contract dated effective July 1, 2021, and all exhibits thereto (including, but not limited to, these General Terms and Conditions), specifications or scopes of work, the Offer, any amendments to any of the above-described documents, and any terms implied by law, regulation, and/or rule.
- F. **“Contractor”** means an entity that enters into this Contract with Area Agency.
- G. **“Contract Expenditures”** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract services.
- H. **“Contracts Manager”** means the Area Agency staff person who is assigned overall responsibility for the Contract.
- I. **“Days”** means calendar days, unless otherwise specified.
- J. **“Eligible Persons”** means the persons determined eligible for Contract services in accordance with the criteria set forth herein.
- K. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- L. **“Reimbursement Ceiling”** means the maximum amount payable by Area Agency to the Contractor under this Contract.
- M. **“Scope of Work”** means the methodology or description of service(s) to be provided pursuant to this Contract. Scope of Work also means “Service.”
- N. **“State”** means the State of Idaho.
- O. **“SubContract”** means any contract or agreement between the Contractor and another party to provide or be accountable for providing all or part of the services for which the Contractor has contracted with Area Agency to provide.

2. Advertising and Promotion of Contract/Public Relations:

- A. Unless waived in writing by the Area Agency Director, Contractor shall include the following language in a conspicuous location in all of Contractor’s advertisements, brochures, and handouts concerning this Contract or the services provided hereunder: “This program is supported by funding from the Older Americans Act and the Idaho Senior Services Act, as administered by the Area Agency on Aging Serving Southwest Idaho, a division of Idaho Council of Governments.”
- B. Prior to publicly airing grievances or complaints a party hereto may have concerning the other party, both parties agree to use their best efforts to address such issues together privately in a good faith attempt to resolve such differences without disclosure to third parties or the media. Contractor’s failure to use such best efforts shall constitute a material breach upon which Area Agency may immediately terminate the Contract.

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

- A. A written amendment to this Contract will be required whenever there is a material change in the content to include, but not limited to, the following:
 - (1) Reimbursement Ceiling;
 - (2) Contract term if extended and/or reduced without terminating the Contract;
 - (3) Service delivery plan, the Scope of Work, or the level/units of service to be provided;
 - (4) Rate paid per unit of service;
 - (5) Ownership or legal entity responsible for the Contract;
 - (6) For any other change in the terms and conditions of the Contract which Area Agency deems substantial; or, except where Contract Special Terms and Conditions provide otherwise, in fixed price with price adjustment contracts, whenever there is an increase or decrease in any budget category by an amount equal to or greater than ten percent.

 - B. The Contractor shall give written notice to Area Agency of any non-material change within five business days of the change, such as, but not limited to, the following:
 - (1) Change of address;
 - (2) Change of telephone number;
 - (3) Change of Contractor's authorized signatory or his/her designee;
 - (4) Changes in the name and/or address of the person to whom notices are to be sent;
 - (5) Changes in Contract-related personnel positions of the Contractor which do not affect staffing ratios, staff Proposals, or specific individuals required under this Contract; and
 - (6) Change in the name of the Contractor, where the ownership or responsible entity remains the same.

 - C. Where a change does not fall in any of the categories listed in paragraph B above, the Contractor must obtain the written approval from the Area Agency Director prior to effecting the change.
4. Assignment and Delegation: The Contractor shall not assign any right, nor delegate any duty under this Contract, without the prior written approval of the Area Agency Director. Any assignment by Contractor will not relieve or excuse Contractor from any obligation or duty under this Contract.

5. SubContracts: The Contractor shall not enter into any SubContract under this Contract without the prior written approval of the Area Agency Director. All SubContracts or assignments must be in writing and in form and substance acceptable to the Area Agency. The SubContract, the form of which must be submitted prior to execution thereof to the Area Agency Director for review and approval, must incorporate by reference the terms and conditions of this Contract and require SubContractor's compliance therewith. The Contractor shall provide complete copies of executed SubContracts to Area Agency immediately upon request. The Contractor assumes all responsibility for the actions of any SubContractors it engages to perform or assist with services under this Contract.

6. Audit:
 - A. At any time during the term of this Contract, and at any time within three years after the expiration or termination of this Contract, the Contractor's (and, if applicable, any SubContractor's) books and records will be subject to audit by the Area Agency or its agent or designee, and where applicable, by the State or federal government, to the extent that the books and records relate to the performance of the Contract (or SubContract).

 - B. In compliance with the Federal Single Audit Act (31 U.S.C. per 7501-7507) as amended by the Single Audit Act Amendments of 1966 (P.L. 104 to 156), or further amended, Contractors designated as subrecipients as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, receiving federal funds from all sources totaling \$300,000 or more must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133. The audit must include the reporting package as outlined in OMB Circular A-133. Area Agency Contract numbers and award amounts must be included in a separate schedule if not included on the schedule of federal financial assistance. The audit must be submitted to the Area Agency no later than 180 calendar days following the close of the Contractor's fiscal year.

 - C. All contractors, regardless of amount of yearly federal funding received, are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Single Audit. Upon request of the Area Agency Director and at the expense of the Area Agency, a contractor whose federal funding receipts are less than \$300,000 must also provide an annual financial audit which includes Area Agency Contract numbers and award amounts. The audit must be submitted to Area Agency immediately upon completion.

 - D. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, Area Agency monitoring during the Contract, and post-award audits.

 - E. Audits required pursuant to federal or State laws, rules or regulations must be conducted as provided in 31 U.S.C. 7500 et seq., and any other applicable laws, rules, regulations and standards.

7. Authority: This Contract is issued under the authority of the Idaho Council of Governments' Board of Directors. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized

Area Agency employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, shall be void and without force or effect, and the Contractor will not be entitled to any claim under this Contract based on those changes.

8. Availability of Funds:
 - A. The provisions of this Contract relating to payment for services will become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency Director will determine the allocation of funds under this Contract.
 - B. If any action is taken by any county, State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Contract, the Area Agency, in its sole and absolute discretion, may reduce or terminate this Contract without further recourse, obligation, or penalty.
9. Cancellation for Conflict of Interest: Area Agency may cancel this Contract without penalty or further obligation if it is found, after due notice and opportunity for a hearing, that any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract, or if any misconduct of officers or employees has been involved in obtaining this Contract or amending or the making of any determinations with respect to this Contract. The cancellation will be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
10. Competitive Bidding: Contractor is authorized to purchase the supplies and Equipment itemized in the compensation section of the Contract for utilization in the delivery of Contract services. Contractor will procure all such supplies and Equipment at the lowest practicable cost and will purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$5,000 or more, only after written approval of the Area Agency is received. Any procurement in violation of this provision will be subject to a financial audit exception. Prior approval from the Area Agency is required.
11. Compliance with Applicable Laws: The materials and services supplied under this Contract will comply with all applicable federal, State and local laws, and the Contractor will maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this Contract will apply, but do not require an amendment to this Contract.

Contractor shall provide the services specified in this Contract in accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and OMB Circular A-122, "Cost Principles for Non-Profit Organizations"

Contractor will comply with the Older Americans Act and related federal regulations, Idaho Senior Services Act (Section 67-5001 et seq., Idaho Code), Rules Governing Senior Services Program (IDAPA 15.01.01), Rules Governing Area Agency on Aging Operations (IDAPA 15.01.20), Rules governing Older Americans Act Services (IDAPA 15.01.21), and/or all other

applicable federal and State laws, rules, regulations, and policies, and any amendments thereto. In addition, Contractor will comply with the approved Area Agency Area Plan.

The Contractor will comply with Public Law 101-121, Section 319 (21 USC 1352), 29 CFR Part 93, which prohibits the use of federal funds for lobbying.

12. Drug Free Workplace: The Contractor will publish a policy statement specifying standards of conduct and sanctions for violations.
13. Confidentiality: Except as may be required by applicable law or in any governmental or judicial proceeding or inquiry, and then only upon timely prior notice to the Area Agency, Contractor will not disclose information related to the services provided pursuant to this Contract, including but not limited to, information concerning applicants for, and recipients of, Contract services. Contractor will observe and abide by all applicable State and federal statutes and regulations regarding use or disclosure of information in Contractor's possession or control.

The use or disclosure by any party of any identifying information concerning applicants for, and recipients of, Contract services for any purpose not directly connected with the administration of the Idaho Commission on Aging or the Area Agency's responsibilities with respect to service under this Contract is prohibited. Exceptions to this prohibition include disclosure with the informed consent of the applicant or recipient, his or her attorney, or responsible guardian. To meet the requirements of informed consent, a written release of information must be completed and signed by the applicant or recipient, his or her attorney, or responsible guardian.

14. Appeal Procedure:
 - A. The Contractor may, within five calendar days following receipt of a notice from Area Agency that Contractor is in default of the Contract, or that an action of or product of the Contractor does not comply with the terms of this Contract or other regulations or policies of Area Agency, apply to the President of Idaho Council of Governments, in writing, for a review of the record and request a hearing.
 - B. Upon receipt of the Contractor's written request for a hearing, the President of Idaho Council of Governments will, within 10 business days, review the record and request additional information from either party, if necessary, and a hearing decision will be made. If a determination is made that the request for hearing is appropriate, the President of Idaho Council of Governments and the Board of the Idaho Council of Governments will review the record and determine whether the actions of Area Agency were correct.
15. Equipment: Title to all Equipment procured with State or Federal funds provided through the Area Agency (or matching funds related thereto) will remain with the Area Agency unless specifically released in writing by the Area Agency.

If the Contractor is authorized to purchase Equipment, such Equipment purchased shall be itemized in the compensation section for utilization in the delivery of Contract services. If the purchase of Equipment is authorized, the Contractor shall maintain inventory control as outlined by applicable State, Federal and/or Area Agency laws, regulations, rules, policies, and/or procedures. Equipment shall be used only for the performance of this Contract or as directed by the Area Agency with written approval from the Area Agency. Equipment specifically designated

within this Contract to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency inventory policies and procedures.

The Area Agency and its funding sources will retain an equitable interest in the Equipment, equal to its purchase price. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this or a predecessor contract.

The Contractor will not dispose of any personal property purchased under this or a preceding contract without the prior written consent of Area Agency during and after the Contract term. Such consent, if given, may include direction as to means of disposition and utilization of proceeds including any necessary adjustments to the compensation section.

Upon termination of this Contract, any Equipment purchased under this or a preceding Contract will be disposed of as directed by Area Agency and if sold, Area Agency will be compensated in the amount of its equitable interest.

16. Monitor, Assess and Evaluate: Area Agency shall be entitled to, and the Contractor and/or SubContractor(s) shall cooperate in, the monitoring, assessing, and evaluation of Contract services by Area Agency or its agents or representatives. This may include assessing the quality and impact of Contract services, either in isolation or in comparison with other similar services, and will assess the Contractor's/SubContractor(s) progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract. The Area Agency may, in its discretion, conduct site visits of the Contractor's/SubContractor(s) facilities and make in-home visits to survey recipients of services funded pursuant to this Contract. Contractor/SubContractor acknowledges and agrees that Area Agency's right to monitor, assess and evaluate Contractor and/or SubContractor(s), through visits to Contractor's/SubContractor(s) facilities and business premises, in-home visits, etc., may at Area Agency's discretion, occur more frequently than the required review and evaluation, and Contractor/SubContractor(s) agrees to cooperate fully with such reviews.

Following monitoring and assessment, a corrective action plan may result. Failure to cooperate fully in the monitoring, assessment, and/or evaluation or to comply with the requirements of the corrective action plan within 15 calendar days of its issuance shall be a material breach upon which Area Agency may immediately terminate the Contract.

17. Fair Hearings and Service Recipient's Grievances: The Contractor will advise all applicants for and recipients of Contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of Contract services, including, but not limited to, ineligibility determination, service reduction, suspension or termination, or quality of service.

The Contractor will maintain and follow formal written procedures for reviewing and adjudicating grievances made by applicants and/or service recipients (including grievances made concerning actions of SubContractors) arising from this Contract, and will make such procedures readily available in writing to all applicants and/or service recipients. The grievance procedure will provide applicants and consumers with a progressive grievance process to include an informal hearing before the Contractor's representatives, notification and hearing with a representative of the Area Agency, and/or the Idaho Commission on Aging if required to resolve the dispute.

18. **General Indemnification:** The Contractor shall defend, indemnify and hold harmless Area Agency and Idaho Council of Governments, and their officers, directors, board members, employees, and agents, the State from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent or intentional performance of this Contract by the Contractor, its agents, employees, and SubContractor(s) and/or anyone for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph will not extend to any liability caused by the negligence of Area Agency or its employees.

19. **Indemnification – Patent and Copyright:** The Contractor shall defend, indemnify and hold harmless Area Agency and the Community Action Partnership against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by Area Agency of materials furnished or work performed under this Contract.

20. **Insurance:** Prior to providing any services under this Contract, and during the entire term of this Contract, Contractor shall provide the Area Agency with a fully executed certificate(s) of insurance showing that all required insurance coverage is maintained and naming the Area Agency and Idaho Council of Governments as "additional insured" under the Contractor's policy. Area Agency reserves the right to request copies of any or all of the policies, endorsements or notices relating thereto at any time. Area Agency reserves the right to continue payments of premium for which reimbursement will be deducted from amounts due or subsequently due the Contractor.

Contractor will maintain at all times during the term of this Contract, as applicable, the following types and levels of insurance coverage:

- A. **Commercial General Liability:** Provides coverage for bodily injury and property damage to others as a result of accidents from the premises or operations of the Contractor.

The coverage provided by the Commercial General Liability policy includes:

General Liability	Independent Contractor's Liability
Operations Liability	Broad Form Property Damage Liability
Contractual Liability	Underground, Explosion, Collapse Liability
Fire Damage	Legal Liability
Personal and Advertising Injury Liability	

Preferred Limits: \$1,000,000 Combined Single Limit (CSL) and occurrence-minimum limits, minimum limit required is \$500,000.

- B. **Commercial Automobile Liability:** Provides coverage for bodily injury and property damage to others resulting from accidents caused by owned, non-owned or hired vehicles of the Contractor. This coverage should be provided whenever vehicles are assigned to or used by the Contractor in connection with the Contract.

Preferred Limits: \$1,000,000 CSL each occurrence-minimum limits.

- C. Workers' Compensation: Provides coverage to employees of the Contractor for injuries sustained in the course of their employment. Coverage should meet the obligations imposed by federal and State statutes having jurisdiction and should also include Employer's Liability. Evidence of qualified self-insured statutes will also be accepted.

Limits: Statutory Requirement – Workers' Compensation \$100,000 (minimum) – Employer's Liability

- D. Professional Liability: Provides coverage for alleged professional misconduct or lack of ordinary skills in the performance of a professional act or service.

Preferred Limits: \$1,000,000 CSL each occurrence, minimum required limit is \$500,000.

In all the above situations, except for Workers' Compensation, Area Agency will be named as additional insured as its interest may appear.

Contractor will provide, maintain and/or cause its SubContractors to also provide and maintain appropriate insurance.

Failure to procure and/or maintain the required insurance will constitute a material breach upon which Area Agency may immediately terminate the Contract.

21. Fidelity Bonding: The Contractor shall assure that every officer, director, agent, employee, or volunteer, who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or issuing financial documents, checks, or other instruments of payments, will be bonded to provide protection against loss. The amount of coverage will be at least the largest payment planned to be received during the current Contract year. Both prior to providing any services under this Contract and during the term of this Contract, Contractor will provide the Area Agency with proof that such bonds are in full force and effect. Failure to procure and/or maintain the required fidelity bonding will constitute a material breach upon which Area Agency may immediately terminate the Contract.
22. Non-Discrimination: The Contractor will mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, have equal access to employment opportunities, and all other applicable federal and State employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor will take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Contractor will comply with all applicable non-discrimination laws, rules, and regulations including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act. The Contractor will comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor will comply with the requirements of the Fair Labor Standards Act of 1938, as amended. The Contractor will also comply with Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), Section 503 of the Rehabilitation Act of 1973, as amended, and implementing regulations 41 CFR Part 60.

The Contractor will also comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, Contract services on the basis of race, color, or national origin. The Contractor will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering Contract services. If Contractor is an Indian Tribal government, Contractor will comply with the Indian Civil Rights Act of 1968. It will be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

- (a) No individual shall be denied services or benefits provided under the agreement on the grounds of race, color, national origin, sex, creed, age, marital status, veteran's status, or disability;
- (b) The provider shall not provide any services or other benefits to a qualified individual that are different, or are provided in a manner differing from that provided to others under the agreement, or any contract awards pursuant to the agreement;
- (c) No individual shall be subjected to segregation or separate treatment in any services or other benefits provided to others under the agreement;
- (d) No individual shall be denied the opportunity to participate in any program(s) provided by the agreement for the provision of services, or otherwise afford an opportunity to do so which is different from that afforded others;
- (e) Contractors will not use criteria or methods of administration which have the effect of defeating or substantially impairing accomplishment of the objectives of the agreement with respect to individuals of a particular race, color, national origin, religion, sex, creed, age, marital status, veteran's status, or disability.

23. Order of Precedence: In the event of a conflict in the provisions of this Contract, the following will prevail in order of precedence:

- A. Applicable federal statutes, regulations, and policies;
- B. Applicable State statutes, rules, and policies;
- C. The Contract, including exhibits thereto;
- D. 2012 Request for Proposal; and
- E. The Offer submitted by the Contractor.

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

- A. The Contractor will report Contract expenditures to the Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions.
- B. The Contractor will submit invoices for units of service provided to Area Agency by the 10th day of each month. Invoices not provided by the 10th day of the month will be processed with the next month's invoices.

- C. Contractor's invoices will reflect units of service authorized within the terms of the Contract.
 - D. Upon timely receipt of applicable, accurate and complete reports, Area Agency will authorize payment or reimbursement in accordance with the method(s) indicated by this Contract.
 - E. Invoices approved by Area Agency will be paid by Area Agency within 45 calendar days of submittal or upon release of funds by the Idaho Commission on Aging, whichever is later, if all required reports have been received in a timely manner and are verified for accuracy.
 - F. If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
 - G. Area Agency will not authorize payments outside the attached scope of work and budget to this Contract, without a fully executed written Amendment.
25. Payment Recoupment: Contractor must reimburse Area Agency immediately upon demand or Area Agency may deduct from future payments the following:
- A. Any amounts received by Contractor from Area Agency for Contract services which have been inaccurately reported or are found to be unsubstantiated;
 - B. Any amounts paid by the Contractor to a SubContractor not authorized in writing by Area Agency;
 - C. Any amount or benefit paid directly or indirectly to an individual or organization as specified in the "Substantial Interest" section of these terms and conditions.
 - D. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants and Contracts, or payments;
 - E. Any amounts expended for items or purposes determined unallowable by Area Agency. See the "Unallowable Costs" section of these terms and conditions;
 - F. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform Contract services;
 - G. Any amounts identified as a financial audit exception; and,
 - H. Any amounts paid or reimbursed in excess of the Contract or service Reimbursement Ceiling.

If Area Agency determines that the Contractor has improperly spent any monies paid to it under this Contract, the Contractor agrees that Area Agency immediately may record or obtain a lien

in the amount of such determination against real property and any other assets of the Contractor, and the Contractor will sign all documents the Area Agency deems necessary to protect such liens. Failure to sign any such documents will be a material breach upon which Area Agency may immediately terminate this Contract.

26. Personnel: The Contractor's personnel will satisfy any Proposals and duties as identified in the Contract and/or applicable federal or state statute, regulation, rule, policy or procedure.
27. Predecessor and Successor Contracts: The execution or termination of this Contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or any prior contract with the Contractor.
28. Professional Standards and Levels of Service: The Contractor will deliver Contract services in a safe, humane and respectful manner and in accordance with any and all applicable professional accreditation standards and/or safety standards, and applicable laws, regulations, rules, and/or policies. Levels of staff Proposals must be maintained.
29. Program Income: All income received by the Contractor as a result of the programs provided hereunder through client donations, contributions, or fees will be used by Contractor within the program year to expand the particular program or to increase units of service provided within the same service from which the donation, contribution, or fee was received. Program income shall be utilized prior to accessing the Area Agency funding. Failure to utilize program income as described in this paragraph will constitute a material breach upon which Area Agency may immediately terminate the Contract.
30. Property of Area Agency: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor will not use or release these materials without the prior written consent of Area Agency.
31. Records: The Contractor will retain (and, if applicable, will contractually require each SubContractor to retain) all data and other records ("records") relating to the acquisition and performance of the Contract, including all records required to be retained pursuant to the provisions of the Older Americans Act of 1965, as amended, any laws or administrative rules of the state of Idaho or any of its agencies, this Contract, and any rules, regulations, and policies of Area Agency, for a period of three years from the expiration or termination of the Contract. All records will be subject to inspection and audit by the Idaho Commission on Aging and the Area Agency, and upon request, and at no expense to Area Agency, Contractor will produce a legible copy of any or all such records to such requesting party.
32. Relationship of Parties: The Contractor under this Contract is an independent Contractor and, as such, will have no authorization, expressed or implied, to bind the Area Agency to any Contract, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the Area Agency except as expressly set forth herein. Contractor will 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 similar items. Neither party to this Contract will be deemed to be the employee or agent of the other party to the Contract.

33. Reporting Requirements: Unless waived in writing by the Area Agency, Contractor will provide the following reports and information to the Area Agency in the form as may be currently or hereinafter required by Area Agency and/or its funding sources:
- A. Participant rosters and registration forms including all units of service delivered, where applicable, will be due not later than the fifth day following the close of each month during the term of this Contract.
 - B. Electronic Monthly Reports are due by the 18th day of each month during the term of this Contract.
 - C. Client registrations received after the 8th day of the month may not be included on the next month's roster. Any registration form not fully completed will be returned to the Contractor and may delay the reimbursement process.
 - D. If adjustments need to be made to the data entry, they must be submitted by the end of the following month.
 - E. Other special reports as may be requested by Area Agency.
 - F. Provide a Stop Report that lists all clients who have discontinued service and the reason therefore.
 - G. Program and Fiscal Quarterly Reports for each program and submit to Area Agency by the 8th of the Month. The quarters are hereby established as March 31, June 30, September 30, and December 31.

Failure to provide required reports and/or completed registration form(s) within 30 calendar days following the due date will result in a forfeiture of the payment associated therewith.

Any and all reports transmitted to the Area Agency will become the property of the Area Agency for such uses as it will deem appropriate. Any specific client information contained therein will not be disclosed by Contractor to any person in violation of the terms and conditions of this Contract and without prior written consent of the Area Agency.

34. Non-Federal Share Requirements: The Contractor agrees to provide at least 15% of non-federal share as specified in the Contract operating budget. This amount must be contributed even if it exceeds the minimal amount required by law, regulations, or other provisions. Failure to provide this amount of non-federal share may result in a proportionate reduction of the Area Agency share or other disallowance action.
35. Right to Offset: Area Agency shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the Area Agency or penalties assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and penalties described in these General Terms and Conditions, including but not limited to, attorney's fees.
36. Substantial Interest: Contractor will not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest

in Contractor's organization or with which Contractor (or one of its directors, officers owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments to Area Agency.

37. Supporting Documents and Information: In addition to any documents, reports or information required by any other section of this Contract, Contractor shall immediately furnish Area Agency with any further documents and information deemed necessary by Area Agency and its funding sources.
38. Suspension or Debarment: The Area Agency Director may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity.

If a Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activities, the Contractor shall immediately disclose that information in writing to Area Agency.

39. Termination: In the event the Contract is terminated, with or without cause, or expires, the Contractor, upon notice of termination or expiration, shall whenever determined appropriate by Area Agency assist the Area Agency in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, continuing service provision in a professional manner, not engaging in conduct which disrupts services or unnecessarily alarms service participants, immediately forwarding of program and other records as the Area Agency determines may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials will be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

In the event of termination or suspension of the Contract by Area Agency, such termination or suspension will not affect the obligation of the Contractor to indemnify Idaho Council of Governments and Idaho Commission on Aging for any claim by any other party against Idaho Council of Governments or Idaho Commission on Aging arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract.

In the event of early termination, any funds advanced to the Contractor will be returned to Area Agency within 10 calendar days after the date of termination of the Contract.

40. Termination for Default:
 - A. This Contract may be terminated by either party upon the other party's failure to perform in accordance with any of the terms of this Contract and such failure remains uncured for a period of fifteen calendar days after written notice thereof is personally delivered or is sent to the other party by certified mail, return receipt requested.
 - B. In addition to the rights reserved under the Contract, the Area Agency reserves the right to terminate the Contract, in whole or in part, due to the failure of the Contractor to make

satisfactory progress in performing the Contract, as determined by the Area Agency in its sole and absolute discretion, and/or for Contractor's violation of federal or State law, rule or regulation, or applicable program/operation manuals, where such failure remains uncured for a period of fifteen calendar days after written notice thereof is personally delivered or is sent to Contractor by certified mail, return receipt requested

- C. This Contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Contract and/or any rights thereunder without Area Agency's prior written approval.
 - D. This Contract may immediately be terminated upon material breach of a Contract term or if Area Agency determines that the health, welfare or safety of service recipients is endangered. Identification herein of certain events as material breaches do not preclude the Area Agency at any time, in its sole and absolute discretion, from designating breaches of other terms of this Contract as material, thereby subjecting the Contract to immediate termination.
 - E. Upon any termination, regardless of the reason, all documents, data and reports prepared by the Contractor under the Contract will become the property of, and be promptly delivered to, the Area Agency on demand.
 - F. Nonexclusive Remedies: The rights and the remedies of Area Agency pursuant to this Contract are not exclusive.
41. Third-Party Antitrust Violations: The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.
42. Unallowable Costs: The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter E, Part 31, excluding later amendments and additions, on file with the Secretary of State and incorporated by this reference, will be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds.

In addition, the Contractor shall comply with all applicable OMB Circulars including, but not limited to, the following:

- A. OMB Circular A-87 Cost Principles for State, local and Indian tribal Governments.
- B. OMB Circular A-122 Cost Principles for Non-Profit Organizations.
- C. OMB Circular A-21 Cost Principles for Educational Institutions.
- D. OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations.

43. Visitation, Inspection and Copying: Contractor's or SubContractor's facilities, services, books and records pertaining to the Contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of the State or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, either announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or SubContractor's facilities and services, as well as inspect and copy Contract-related books and records.
44. Renewability: At the sole discretion of the Area Agency, this Contract may be renewed for additional periods of time not to exceed a maximum of two additional years.
45. Governing Law: This Contract, and all claims, disputes, or other matters in controversy between the parties will be governed by, and construed in accordance with, Idaho law without regard to its conflicts of laws principles. Any action relating to this Contract shall be brought in a court located in Ada County, Idaho.
46. Legal Construction: In case any provision contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision will not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
47. Entire Agreement: This Contract constitutes the only agreement of the parties hereto and supersedes all prior understandings or oral or written agreements between the parties with respect to the subject matter of this Contract.