

EXHIBIT A: SAMPLE AAANI CONTRACT

Area Agency on Aging of North Idaho “AAANI”

CONTRACT AND STANDARD TERMS AND CONDITIONS

THIS CONTRACT is made between the Area Agency on Aging of North Idaho, located at 402 W Canfield Ave, Suite 1, Coeur d’Alene, ID 83815, “AAANI”, 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 AAANI as the Area Agency on Aging (“AAA”) serving Planning and Service Area I (“PSA 1”).

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

WHEREAS, In accordance with IDAPA 15.01.20.041, on behalf of all older persons in a service area, the AAA for that area 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 for older Americans within each community throughout the service area.

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

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

II. SERVICES

- 2.1 Term. This is a year-to-year contract starting July 1, 2024 and ending June 30, 2025, unless terminated as otherwise provided in this Contract.
- 2.2 Program Reimbursement Rate. The Service Provider agrees to the set reimbursement, which is currently \$21 per hour for homemaker and in-home respite services, and \$12.50 for adult daycare, 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 AAANI 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 communication shall be given are as follows:

A. The representative of the AAANI shall be:

Name: Rhonda Nelson	Title: Contracts Procurement & Technical Support Specialist
Address: 402 W Canal Ave., Ste 1	Phone: 208-667-3179 x 4068
Coeur d'Alene, ID 83814	Fax: 208-667-5938
Email: ranelson@aaani.edu	

B. The representative of the Service Provider shall be:

Name:	Title:
Address:	Phone:
City, State, Zip:	Fax:
Email:	

- 3.2 Change in Designation.
If the name or address of the person designated to receive notices, demands, or communications is changed, written notice shall be given to the other party, in accordance with this section, within five (5) working days of said change.

3.3 Change in Service Delivery.

The Service Provider will notify AAANI within 24 hours by phone or fax if, for any reason, there is a change in the service delivery schedule.

IV. FINANCIAL AND PROGRAM REPORTS AND AUDIT

4.1 Program Reports.

The AAANI shall generate a roster from the Idaho GetCare data management system and will send the roster and invoice to the Service Provider by 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 completed AAANI Roster to the AAANI on a monthly basis, by the 10th day of the following month except services provided in the month of June must be submitted by the 8th day of the following month. The submitted roster will contain the number of units served along with the dates of service.

4.2 Financial Records.

The Service Provider shall maintain such financial and other records as are required by the AAANI and/or the ICOA to comply with Federal and State regulations and reporting requirements. Examples of records include but are not limited to consumer notes, verification of hours, AAANI 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 for each consumer in the instance a share of cost has been determined by the AAANI staff.

4.3 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 AAANI and the United States Department of Health and Human Services.

4.4 Monitoring/Audit.

At any time during the term of this Contract, the AAANI 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.

4.5 Maintaining Records.

The Service Provider shall maintain all books, records, and other documents relative to this Contract for three (3) years after the recipient has submitted its last or final expenditure report unless otherwise provided or required by law. Records include verification of homemaker and respite tasks completed, hours, progress notes and care plans.

4.6 Electronic Reporting.

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

V. PAYMENT

5.1 Consideration.

The Service Provider must establish a standardized system for billing and collecting fees. To receive payment, the Service Provider must submit the invoice provided by AAANI with the roster.

- 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 except services provided in the month of June must be submitted by the 8th day of July. The AAANI 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 of funding allotted.
- C. The invoices will be approved and paid by the AAANI 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 AAANI will issue payment within 30 days of receipt of an accurate invoice and supporting documentation complying with this Contract.

5.2 Fees from consumers

- A. A consumer's payment, if required, is determined by the AAANI 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 AAANI.
- 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.

VI. PERMITS AND LICENSES

6.1 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 AAANI.

6.2 Availability for Inspection.

These permits and licenses shall be made available for inspection as requested by the AAANI and the ICOA.

6.3 License Suspension.

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

6.4 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 AAANI, the AAANI shall have the right to declare the Service Provider in default and terminate this Contract as provided herein.

6.5 Bonding.

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.

VII. CONFIDENTIALITY

7.1 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.

VIII. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

8.1 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.

8.2 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: 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 person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with carrying on by such corporation, association, educational institution, or society of its activities.

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 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: The Service Provider will not unlawfully, 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.

IX. CONSUMER GRIEVANCE PROCEDURES

9.1 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 AAANI if required to resolve the dispute. The Service Provider shall provide a copy of such written procedures to AAANI before providing services pursuant to this Contract, and shall provide any updated versions of such procedures to AAANI within five (5) business days of the amended procedures going into effect.

X. FEDERAL AND STATE REQUIREMENTS

10.1 Compliance with Federal and State Laws.

The Service Provider agrees to comply with all Federal and State laws, clauses, regulations, policies, and rules relating to services provided under this Contract, including the [ICOA Program Manual](http://www.aging.idaho.gov/resources/idoa-administration) (www.aging.idaho.gov/resources/idoa-administration).

10.2 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".

10.3 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).

10.4 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 in Appendix B, attached hereto and incorporated by reference.

10.5 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 AAANI 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 AAANI within fourteen (14) calendar days after any such lobbying began.

10.6 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.

10.7 Drug-Free Workplace.

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

10.8 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.

XI. HOLD HARMLESS INDEMNIFICATION

11.1 Hold Harmless.

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

11.2 Claims or Lawsuit.

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

XII. INSURANCE

12.1 Comprehensive General Liability.

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

Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, auto-related liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

12.2 Breach.

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

12.3 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.

12.4 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.

XIII. PROGRAM INCOME

13.1 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 AAANI.

XIV. ANTI-ASSIGNMENT AND SUBCONTRACTING

14.1 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 AAANI.

14.2 Subcontracting.

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

XV. ASSESSMENT REPORTS

15.1 Assessments.

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

15.2 Monitoring Letter.

The AAANI 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 AAANI. 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.

15.3 Appeal.

Within ten (10) working days following receipt of a Monitoring Letter from the AAANI, the Service Provider may submit a written request to the AAANI 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.

XVI. CONTRACT MODIFICATION

16.1 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 representative of both parties as identified herein.

XVII. GENERAL

17.1 Independent Contractor.

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

the State of Idaho arising out of the Service Provider's failure to pay such taxes, fees or contributions.

17.2 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.

17.3 Acknowledgment.

Each party acknowledges that the party has read this Contract or a copy thereof in its entirety and accepts the same in full.

17.4 Successors and Assigns.

All rights and obligations hereunder shall extend to the successors and/or assigns of the respective parties.

17.5 Incorporation of Items.

This Contract contains all terms and conditions agreed upon by the parties, including all items incorporated by reference.

17.6 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.

17.7 Non-Waiver.

Failure of the 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 AAANI.

17.8 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.

17.9 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.

17.10 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 and the first judicial district in the State of Idaho in the event of any dispute concerning this Contract.

17.11 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.

17.12 Fees and Costs of Enforcement.

If either party to this Contract enforces 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.

17.13 Officials, Agents, and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the AAANI 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.

17.14 Severability.

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

XVIII. TERMINATION

18.1 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, AAANI shall be liable only for payment of services rendered before the effective date of termination of this Contract.

18.2 Termination by Non-Appropriation.

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

18.3 Termination by Default.

If the AAANI believes that the Service Provider is in default on the Contract, AAANI may provide a written notice, to the Service Provider that states the AAANI'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 AAANI'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 AAANI may terminate the Contract. In such an event, the Service Provider shall be liable for damages, including excess cost of procuring or 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.

18.4 Effect of Termination.

In the event either party terminates this Contract, the AAANI 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.

XIX. APPEAL PROCEDURE

19.1 AAANI Action.

If at any time the Service Provider wishes to contest an action taken by the AAANI pursuant to this Contract, and cannot solve the dispute amicably with the AAANI, the Service Provider may submit a written request for a hearing. Upon receipt of the Service Provider's written request for a hearing, the AAANI 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 AAANI action was correct. Such hearing officer may be an employee and/or officer of AAANI.

19.2 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 AAANI.

19.3 Right to Appeal.

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

XI. ACCEPTANCE OF CONTRACT

20.1 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.

20.2 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.

20.3 Legal Authority.

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

20.4 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.

20.5 Survival clause.

The terms of sections 4.2, 4.3, 4.5, 4.6, 7.1, 11.1, 11.2, 17.6, 17.7, 17.10, 17.12, 17.13, and 17.14 shall survive termination of this Contract.

SIGNATURES

Area Agency on Aging of North Idaho:

Provider Signature:

Sage Stoddard, Director

Name and Title

Date

Date

SAMPLE