PROFESSIONAL SERVICES CONTRACT

Project Title: Idaho's Lifespan Respite Project

THIS AGREEMENT is made between the Idaho Commission on Aging, a State Agency, located at 341 W. Washington Street, Boise, Idaho 83702 hereinafter referred to as COMMISSION, and the XX, an independent contractor, located at XX, hereinafter referred to as CONTRACTOR, for the services described in this Agreement. The CONTRACTOR agrees to undertake performance of this Agreement under the terms and conditions set forth herein. The COMMISSION and the CONTRACTOR, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1. AUTHORITY

Pursuant to Idaho Code, Section 67-9221, the Director of the Department of Administration may approve acquisitions in the open market. Pursuant to IDAPA 38.05.01.044.07, state agencies may acquire professional services in the open market under certain conditions. The COMMISSION has determined that this Agreement meets those conditions.

2. TERM OF AGREEMENT

This Agreement shall commence on 6/29/2018 and expire on 08/31/2020 unless extended, in writing, by the parties or unless terminated earlier in accordance with this Agreement.

3. FUNDS

COMMISSION will make available $25,000 in total to be paid on a reimbursement basis. This total consists of the budget and scope of work as shown in Attachment A, attached hereto and incorporated herein by reference. All funds must be used and accounted for in accordance with 2 CFR Part 200.

4. MATCH REQUIREMENTS

CONTRACTOR will make available $8,334.00 to match the federal fund as shown in Attachment A. CONTRACTOR will assure adequate documentation of the local matching funds. These funds must be from non-federal resources to serve as the local match requirements in either cash or in-kind services.

5. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall perform services and provide deliverables as described in Attachment A. Services shall be performed at the CONTRACTOR's place of business and, as necessary, at the COMMISSION's offices. The CONTRACTOR shall adhere to all timelines as described in Attachment A.

1. The CONTRACTOR shall be required to assume responsibility for production and delivery of all material and services detailed in Attachment A, whether or not the CONTRACTOR is the manufacturer or producer of them. Further, the CONTRACTOR will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase or items selected.

2. The CONTRACTOR agrees that its services under this Agreement shall be performed in a professional manner and shall be of a high grade, nature and quality. In event of nonconformity, and without limitation upon any other remedy, the COMMISSION shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that the COMMISSION has in law or equity. Without limiting the foregoing, the CONTRACTOR recognizes its obligation to work with the COMMISSION to correct any errors discovered after completion of services.

3. The CONTRACTOR states that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by the CONTRACTOR to perform any such work will be qualified to perform the assigned duties.

4. It will be the responsibility of the CONTRACTOR to fully comply with the State of Idaho law regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES

CONTRACTOR shall supply, at their sole expense, all computers, equipment, tools, materials or supplies to accomplish the work to be performed, provided that if appropriate and necessary for the service to be rendered.

7. TAXES

The State of Idaho and the COMMISSION are generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State of Idaho and the COMMISSION are generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the CONTRACTOR. If the CONTRACTOR is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely responsible for the payment of those taxes.

8. REPORTING

The CONTRACTOR shall participate in teleconference calls and on-sight meetings as deemed necessary by the COMMISSION. The CONTRACTOR may be required to submit programmatic reports in a format provided by the COMMISSION on a weekly, monthly, or quarterly basis as stated in Attachment A.

9. PAYMENT

Payment by the COMMISSION and its obligations under this Agreement are conditioned upon and subject to the continued availability of state and federal funds. The COMMISSION shall pay the CONTRACTOR in amounts as detailed in Attachment A, incorporated herein by reference.

1. Payment for services rendered shall be made upon acceptance of the work/required deliverables by the COMMISSION and submission of a signed itemized invoice to the COMMISSION. The Agreement number and/or purchase order numbers must be shown on all invoices. Invoices must specify the dates that services were performed, cumulative costs (including cost sharing) and shall be itemized per approved expense categories in accordance with budget listed on Attachment A.

2. Billing must be done on a quarterly basis or when the services are completed, whichever is sooner. If the COMMISSION disputes any invoiced amount, it shall notify the CONTRACTOR in writing within five (5) business days. The COMMISSION will process payments of any amounts not in dispute, in accordance with Idaho Code 67-9218.

3. Invoices are to be sent directly to the Idaho Commission on Aging to the address or e-mail listed in Attachment A or via Interagency Bill. The CONTRACTOR understands that, while the COMMISSION will use its best efforts to secure prompt payment of invoices, as a state COMMISSION, the COMMISSION may not make direct payment under this Agreement, but must submit the invoices to the State Controller's Office for payment unless otherwise agreed upon. Any late payments shall be governed by Idaho Code Section 67-2302.

10. OWNERSHIP

All information furnished to the CONTRACTOR for its use pursuant to this Agreement shall belong to the COMMISSION and shall be returned to the COMMISSION upon completion of the Agreement or upon the

COMMISSION's request. All documents, reports, and any other data developed by the CONTRACTOR for the COMMISSION in the performance of this Agreement shall become the property of the COMMISSION.

11. RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent CONTRACTOR. The COMMISSION is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the CONTRACTOR. The CONTRACTOR is not an officer, employee, or agent of the COMMISSION as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by the COMMISSION to employees. The CONTRACTOR shall have no authorization, express or implied, to bind the State of Idaho or the COMMISSION to any contract, settlement, or liability. The CONTRACTOR shall be responsible for paying all employment-related taxes and benefits including federal and state income tax withholding, Social Security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and other required expenses necessary to legally hold itself out as an independent contractor.

12. TIME AND LOCATION OF PERFORMANCE

Time is of the essence to this Agreement; therefore, all times for performance stated herein will be strictly followed by the parties. Location of performance will be within Planning and Service Area III as recognized by the COMMISSION.

13. CONFIDENTIALITY

Except as may be required by applicable law or pursuant to a valid order in a governmental or judicial proceeding or inquiry, the CONTRACTOR shall not disclose any confidential information related to services provided pursuant to this Agreement. This confidentiality obligation shall survive termination of this Agreement. Confidential information shall include, but is not limited to, reports, records and data generated by the COMMISSION or the CONTRACTOR, stored in the COMMISSION's Management Information System or obtained by the CONTRACTOR during the course of its duties pursuant to this Agreement. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by Disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the Contact Person of Receiving Party within thirty (30) days after oral disclosure.

14. INSURANCE REQUIREMENTS

The Contractor shall exonerate, indemnify, and hold the Agency harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. If requested by the Agency, the Contractor will provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission, or proof that the Contractor is exempt from the workers' compensation requirement. Failure to provide a Certificate of Workman's Compensation Insurance upon request may result in termination of this Agreement. The Agency will not assume liability as an employer.

The Contractor shall maintain insurance of the types and in the amounts typically maintained by legal professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of $1,000,000 per occurrence, and professional malpractice insurance, all with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client.

The Contractor shall protect, indemnify, and save the Agency harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Agency be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

15. ASSIGNMENTS

This Agreement or any interest therein shall not be transferred by the CONTRACTOR without prior written permission of the COMMISSION.

16. MODIFICATION

Amendments to this Agreement shall be in writing, signed by both parties as identified herein.

17. DEFAULT AND TERMINATION

1. For Cause:

   CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Agreement or the CONTRACTOR fails to carry out the work so as to endanger performance of this Agreement, and the CONTRACTOR does not cure such defects in performance within fourteen (14) business days after receipt of written notice from the COMMISSION informing it of such defects in performance. If at the end of such cure period, the CONTRACTOR is still in default or noncompliance, then the COMMISSION may terminate this Agreement. Upon such termination, the COMMISSION may pursue any and all legal, equitable and other remedies available to the COMMISSION to the extent allowed by Idaho law. The CONTRACTOR shall be liable for any and all expenses that are incurred by the COMMISSION as a result of the default, including, but not limited to, the costs of procuring substitute performance, legal fees, and losses incurred due to default.

2. For Convenience:

   Either party may terminate this Agreement for its convenience at any time upon thirty (30) business days written notice and, upon such termination, the COMMISSION's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination. Notwithstanding any other provision in this Agreement, the COMMISSION may terminate this Agreement immediately if the CONTRACTOR becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONTRACTOR or if the CONTRACTOR makes an assignment for the benefit of creditors.

3. For Fiscal Necessity:

   This Agreement may be terminated by the COMMISSION for insufficient funding as set forth below:

   i. The COMMISSION reserves the right to terminate or modify this Agreement, 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 COMMISSION to continue payments or requires any return or "give-back" of funds required for the COMMISSION to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdback in COMMISSION's spending. Any such termination or modification shall take effect on thirty (30) days notice to the CONTRACTOR by the COMMISSION and be otherwise effective as provided in this Agreement. The CONTRACTOR understands and agrees that the COMMISSION's payments provided for under this Agreement shall be paid from legislative appropriations.

   ii. Payment pursuant to this Agreement is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. In the event that such funds, or any part of such funds, become

unavailable or insufficient as determined by the COMMISSION, the COMMISSION may immediately terminate this Agreement or amend it accordingly.

18. EFFECT OF TERMINATION

In addition to any terms set forth in Paragraph 17, upon termination, CONTRACTOR shall promptly: (a) discontinue all work, unless the termination notice directs otherwise; (b) return to the COMMISSION any property provided to CONTRACTOR by the COMMISSION pursuant to this Agreement; (c) deliver or otherwise make available to the COMMISSION all data, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process; and (d) CONTRACTOR shall be paid for tasks completed up to the date of termination in accordance with Paragraph 3.

19. ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds the CONTRACTOR to Section 601, Title VI, Civil Rights Act of 1964: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

20. NOTICES

All notices or demands under this Agreement shall be deemed to have been fully given or made when made in writing and deposited in the United States mail, addressed as set forth below, which addresses may be changed from time to time by providing written notice to the other party as provided herein.

21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho. The venue of any action brought by any party to this Agreement shall be the Fourth District Court in and for the County of Ada.

22. NO PENALTY

It is understood and agreed by the parties that the COMMISSION is a governmental entity and that this Agreement shall in no way bind or obligate the State of Idaho beyond the terms of any particular appropriation of funds by the state or federal legislature, as may exist from time to time.

23. NONWAIVER OF BREACH

The failure of the CONTRACTOR or the COMMISSION to insist upon strict performance of any of the covenants and conditions of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect unless such waiver is evidenced by prior written consent of the CONTRACTOR or the COMMISSION.

24. COUNTERPARTS/SIGNED SIGNATURES

This Agreement may be executed with electronic signatures and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures, electronic signatures and e-mailed PDF copies of original signatures shall be deemed to be original signatures for all applicable purposes and in accordance with the Uniform Electronic Transactions Act, Idaho Code §§ 28-50-101 et seq. as amended from time to time.

25. NON-PROFIT VERIFICATION

The CONTRACTOR shall submit verification regarding nonprofit corporation status organized and operated for purposes within the meaning of section 501(c) of the Internal Revenue Code. Verification will include approval documentation from the Internal Revenue Service.

26. SEVERABILITY

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

27. ENTIRE AGREEMENT

This Agreement, and it's attachments herein, is the complete and exclusive agreement between the parties, and supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement.

28. GENERAL PROVISIONS

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, or insurrections.

28. ORDER OF PRECEDENCE

The following order of precedence, in descending order of importance, shall govern in the event of a conflict within this Agreement (including all exhibits) and/or between the text of this Agreement and any documents and/or agreements incorporated herein by reference: (i) paragraphs 1 through 28 of this Agreement and (ii) Attachment A of this Agreement.

By signature of their authorized representatives below, the parties hereto have caused this Agreement to be executed as of the day and year executed by the COMMISSION.

CONTRACTOR's Business Name and Signature Authority		
CONTRACTOR's Printed Name	Title	
CONTRACTOR's Signature		Date

Administrator's Printed Name	
Administrator's Signature	Date

Idaho Commission on Aging

Debarment Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-50, Participant's Responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160-19211).

Before Completing Certification, Read Instructions for Certification:

1. The recipient of federal assistance funds certifies that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal department or agency

2. Where the recipient of federal assistance funds is unable to certify to any of the statements in this certification, such participant shall attach an explanation of this proposal.

3. By signing below, I acknowledge that I have read and comply with the Instructions of Debarment.

Agency Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Signature: _____ Date: _____
Typed Name: _____

Title of Authorized Representative: _____