

PURCHASE OF SERVICES CONTRACT

BETWEEN

ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC.

AND

TRI –TOWN AMBULANCE

This AGREEMENT, effective on October 1, 2016 is made and entered into by and between ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC. (hereinafter referred to as the CORPORATION) and TRI-TOWN AMBULANCE (hereinafter referred to as the PROVIDER).

WHEREAS: The CORPORATION has Six thousand dollars (\$6,000.00) (Contingent upon the receipt of adequate Title III funding, under the Older Americans Act of 1965, as amended), to provide transportation services for residents of the Up-Island Towns of Martha’s Vineyard-Aquinnah, Chilmark, and West Tisbury.(Outlined in Attachment D).

WHEREAS: The PROVIDER has demonstrated the desire and ability to provide such services.

NOW, THEREFORE, the CORPORATION and the PROVIDER do mutually agree as follows:

PART A

1. Provision of Service

The PROVIDER hereby agrees to provide accessible transportation services to individuals 60 years and older residing in the Up-Island Towns of Martha’s Vineyard-Aquinnah, Chilmark, and West Tisbury (hereinafter referred to as the PROGRAM) (outlined in Attachment D).

2. Service Delivery

The PROVIDER agrees to provide 216 units (one way trips) of service to 120 individuals 60 years or older.

3. Funding Period

This contract will take effect on the 1st day of October 2016 and will remain in effect until and through the 30th day of September, 2017 unless earlier terminated in accordance with the terms of this agreement.

4. Statistical Reports

PROVIDER will submit monthly statistical reports to the CORPORATION on forms provided by the CORPORATION to be received by the CORPORATION **no later than the tenth (10th)** working day of each month for the period of this AGREEMENT.

5. Evaluation of the Program and the Need for Service

The PROVIDER will develop and implement an evaluation tool to determine the effectiveness of this PROGRAM and will provide a written report to the CORPORATION with the August monthly statistical report.

A copy of this self-evaluation tool will be provided to the CORPORATION.

The CORPORATION will develop a survey for the provider to distribute to clients. This will determine the level of client satisfaction with the services provided. This survey will be conducted on an annual basis during the contract year.

The PROVIDER is required to submit a report describing the program's accomplishments and any proposed budget and performance measures prior to the awarding of the second year of the contract. This report is due on or before July 31, 2017.

The CORPORATION will conduct a monitoring and evaluation visit once per contract year.

PART B

1. Payments

Based on monthly invoices submitted by the PROVIDER on the form provided, the CORPORATION will make monthly payments to the PROVIDER accumulating over the contract period to no more than Six thousand dollars (\$6,000.00) as detailed in the aggregate contingent upon the receipt of Title III funding.

2. Match

The PROVIDER will be responsible for contributing to the PROGRAM in-kind contributions aggregating over the contract period to no less than One Thousand Dollars (\$1,000) as detailed in the budget twenty-five percent (25%) of the payments of federal dollars given to the PROVIDER by the CORPORATION.

The recording of such contributions will be done on a monthly basis using the invoice form provided.

3. Right to Refuse

The CORPORATION reserves the right to refuse to make payment on an invoice if it is not satisfied that the contractual obligations are being met by the PROVIDER.

4. Contributions

The PROVIDER must encourage confidential, voluntary contributions from recipients of PROGRAM services and must make available to recipients a suggested contribution form.

5. Amending the Budget

The portion of the total budget amount allocated to individual line items as set forth in the budget may be amended by mutual consent of the parties of this AGREEMENT at the request of either party.

6. Conclusion of Contract

Within fifteen (15) working days following the conclusion of the contract, the PROVIDER will submit final invoices detailing all remaining reimbursable and non-reimbursable expenses expended for the PROGRAM prior to the end date of the contract to the CORPORATION.

PART C

1. Eligibility

All persons sixty years of age or older living in the service area are eligible for the services of the PROGRAM provided they meet the eligibility requirements for the PROGRAM.

2. Priority Service Recipients

The PROVIDER will give first priority for service to older individuals eligible for assistance under the Older Americans Act.

Special emphasis must be given to rural elderly, elderly with greatest economic and social need, low income minority individuals, disabled and limited English speaking elders, LGBT elders and elders with Alzheimer's disease and their caretakers.

3. Subcontracting

No services will be subcontracted without the consent of the CORPORATION.

The PROVIDER at the consent of the CORPORATION for the purpose of subcontracting services shall do so by procuring vendors who are appropriately certified, bonded and/or licensed to perform such services.

4. Records

The PROVIDER will maintain records necessary for the proper and efficient operation of the PROGRAM, including records regarding application, determination of eligibility, services provided, and costs; and statistical, fiscal, and other records necessary for reporting and accountability required by the CORPORATION.

The PROVIDER will, upon request, allow authorized representatives of the CORPORATION, State or an authorized Federal Agency, to have access to such records to confirm PROVIDER's compliance with the specifications of this AGREEMENT.

All records and other documents relative to this AGREEMENT will be kept on file for a period of at least seven years after payment.

5. Confidentiality

The PROVIDER will not use or release any reports, data or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served and in accordance with the laws of the Commonwealth and, where applicable, Federal law. Such information will be used only to assure proper administration, planning, coordination, and monitoring of performance under this AGREEMENT, and to permit the transfer of records of a person serviced to another agency for the purpose of continuing services.

The PROVIDER will provide the CORPORATION such additional data as the CORPORATION reasonably may require to monitor the PROVIDER's information system and its use of such system, to guarantee adequate safeguarding of the human and civil rights of applicants and persons served.

6. Equal Employment Opportunity/Affirmative Action

The CORPORATION is an Equal Employment Opportunity/Affirmative Action employer and requires that the PROVIDER will not discriminate against any employee or applicant for employment because of race, mental or physical disability, national origin, age, color, ancestry, religion, sex or Veteran status. The PROVIDER will comply with all applicable provisions of:

(a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) – prohibits discrimination in employment on the basis of race, color, sex, religion or national origin; and

(b) M.G.L. c.151B, 54(1) – prohibits discrimination in employment on the basis of race, color, gender, religion, creed, national origin, ancestry, age or sexual orientation; and

(c) Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the regulations promulgated pursuant thereto (45 CFR Part 84) – prohibits discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to know physical or mental limitations of otherwise qualified handicapped applicants and employees.

The PROVIDER will develop and adhere to a policy of affirmative action in all aspects of employment under this AGREEMENT.

Copies of the Personnel Policies and Affirmative Action Plan of the PROVIDER should be submitted.

7. Criminal Offender Record Information (CORI) Checks

The PROVIDER agrees to conduct CORI checks for all new employees and volunteers who will be providing direct services to clients. CORI checks must be completed in compliance with the Executive Office of Elder Affairs' CORI guidelines and must be completed prior to the provision of said services to the PROVIDER's elder clients.

8. Prohibited Interest

The PROVIDER does hereby covenant that no member, officer, or employee of the PROVIDER during his/her tenure or one year thereafter will receive benefit, direct or indirect, in this contract or the proceeds thereof, excepting the salaries and fringe benefits of employees set forth in this AGREEMENT.

9. Validity

In the event any section, clause, paragraph or provision of this AGREEMENT, is declared invalid by a court of competent jurisdiction, such invalidity will not effect the validity of this instrument as a whole or any part thereof, other than the part declared to be invalid.

10. Assignment

The PROVIDER will not assign its rights or duties under this AGREEMENT, without first obtaining the written consent and approval of the CORPORATION.

11. Bankruptcy

In the event the PROVIDER commits or suffers an Act of Bankruptcy or becomes the subject of any petition under the Bankruptcy Act, the CORPORATION has the right, without notice or demand, to terminate said AGREEMENT, to take immediate possession of all records and documents relative to this AGREEMENT and to remove same. In such event, the PROVIDER will permit agents of the CORPORATION to enter on its premises for the purposes of taking peaceful possession of said records and documents.

12. Liability of PROVIDER

The PROVIDER will be responsible for all damages to persons or property which occurs as a result of negligence or fault of the PROVIDER and for sub-contractors in connections with the prosecution of PROGRAM work.

The PROVIDER will indemnify and hold the CORPORATION and the Federal Government free and harmless from all claims that arise as a result of the negligence or fault of the PROVIDER.

13. Insurance

The PROVIDER will secure and maintain insurance. The insurance will protect itself, its subcontractors, and the CORPORATION adequately from fire and extended coverage losses and from claims for bodily injury, death or property damage which may arise from operations under this contract.

The PROVIDER will provide the CORPORATION with a Certificate of Insurance prior to the commencement of the PROGRAM work which will provide that the policy shall not be canceled by the insurance company without ten (10) days notice to the CORPORATION of intention to cancel.

The PROVIDER will maintain such insurance in amounts of not less than:

- a. Workman's Compensation Insurance shall be secured and maintained as required by the Commonwealth of Massachusetts;
- b. Public Liability – Bodily Injury and Property Damage:
 - (1) Injury or death of one person \$ 500,000
 - (2) Injury to more than one in single accident \$1,000,000
 - (3) Property Damage \$ 100,000
- c. Malpractice-Professional Liability Coverage (as applicable)
 - (1) Each occurrence \$1,000,000
 - (2) Aggregate \$2,000,000

PROVIDER shall also purchase and maintain fidelity bonds of no less than twenty-five thousand dollars (\$25,000) per incident for all employees with direct access to or responsibility for the receipt and disbursement of funds.

14. Licenses, Certifications, Accreditations, Permits

The PROVIDER shall procure and keep current any license, certification, permit or accreditation required by local, state or federal statute or regulations and shall, upon the request of the CORPORATION, submit to the CORPORATION proof of any such license, certification, permit or accreditation.

15. Termination

- (a) In the event that funding to the CORPORATION for payment for services covered under this AGREEMENT is reduced or terminated, the CORPORATION may terminate this AGREEMENT on the provision of written notice at least thirty (30) days prior to the effective date of such termination.
- (b) If either party determines that any non-compliance with the terms of this AGREEMENT on the part of the other party endangers the rights, mental or physical health, well-being, or financial security of recipients of services under this AGREEMENT, it shall terminate this AGREEMENT by orally notifying the non-complying party of termination followed by the mailing of written notification, return receipt requested, setting forth the reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this sub-section shall take effect upon the oral notification.
- (c) If either party considers the other party's non-compliance not to so endanger the person served, it shall make written recommendations to the non-complying party to restore compliance. If the non-complying party has not complied with such recommendations within thirty (30) calendar days of notification of such recommendations, the first party may give notice in writing of its termination to this AGREEMENT. Such termination shall take effect upon receipt of such notification or upon a date specified by the first party in such notifications, whichever is later.
- (d) The CORPORATION reserves the right to terminate this AGREEMENT (1) if the PROVIDER takes any action pertaining to this AGREEMENT without the approval of the CORPORATION and which under the procedures of this AGREEMENT would have required the approval of the CORPORATION and (2) if the commencement or continuation of the PROGRAM by the PROVIDER is, for any reason, rendered improbable, impossible or illegal.

16. Obligations Upon Termination

Upon termination, all finished or unfinished documents, data, studies and reports, prepared by the PROVIDER pursuant to the AGREEMENT, will become the property of the CORPORATION. Client records will remain subject to inspection by the CORPORATION for a period of seven years following termination. Upon termination, the PROVIDER will be entitled to compensation for any portion of a billing period in which service was performed.

The PROVIDER will not be reimbursed, however, for any billing period or portion thereof following the effective date of the termination of this AGREEMENT.

Within fifteen (15) working days following termination PROVIDER will submit final invoices detailing all remaining reimbursable and non-reimbursable expenses expended for the PROGRAM prior to the termination date to the CORPORATION.

PART D

1. Grant Application

The PROVIDER agrees that the approved grant application will be considered part of the Purchase of Services Contract.

In witness whereof, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers.

*Elder Services of Cape
Cod and the Islands, Inc.*

Tri-Town Ambulance

*Paula M. George, President
Board of Directors*

*Warren Doty, Chairman
Chilmark Board of Selectman*

(date of signature)

(Date of signature)