

Consumer Choice Home Care Agreement FY 2018-2019

By signing this agreement and the General Contract Terms acknowledgment, we agree to provide Home Care Services as outlined in the Scope of Work and Quality Assurance Standards of Lowcountry Area Agency on Aging. A current W-9, SC Business license, Liability Insurance Certificate, DHEC license and The System for Award Management (SAM) record are attached and are all current.

It is further agreed that the SC Lt. Governor's Office on Aging shall be the final authority as to the availability of Federal or State funds and in the event funds become unavailable the obligations of each party where under may be terminated upon no less than thirty (30) days notice in writing to the other party.

The Provider agrees to following conditions:

- a. Assignability - The Provider shall not assign any interest in the Contract, and shall not transfer any interest in the same, without the prior written consent of the LCOG AAA thereto
- b. Conflicts of Interest - The Signees of the Contract certify that they shall in all respects comply with State and Federal laws pertaining to conflicts of interests.
- c. Copyright - No report or other document produced in whole or in part under this Contract shall be the subject of an application for a copyright by or on behalf of the Provider.
- e. Political Activity-No portion of the program funds shall be used for any political activity nor to further the election or defeat of any candidate for public office. The Provider shall comply with the requirements of the Hatch Act which limits political activity by government employees.
- f. Indemnification-Provider shall act as an independent Contractor and not as an employee of LCOG AAA in operating the services. Provider shall hold LCOG AAA free from liability, shall indemnify, defend, and hold LCOG AAA, the SC Lt. Governor's Office on Aging, and the U.S. Department of Health and Human Services harmless for all claims, suits, judgments or damages arising from the services provided by the Provider herein.
- g. Amendments - It is mutually understood and agreed that any alteration, modifications or amendments of the term of this Contract shall be valid only when embodied in writing and signed by both parties hereto.

**Consumer Choice Home Care Agreement
FY 2018-2019**

This agreement is subject to State and Federal contract laws.

| Agency Name and Street Address: | Billing Address |
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Agency Phone and Fax number: () - ph () - fax

Billing Contact Name **Telephone with Ext.** **Billing Email address**

Type of Service: Chore **Unit Rate:** \$ 27.00

Signature (Agency Representative) Title Date

Director Area Agency on Aging Date

PLEASE RETURN ORIGINAL TO : Lowcountry Council of Govts.
PO Box 98
Yemassee, SC 29945
c/o Karen Anderson