**DAVIS COUNTY**

**THROUGH THE DAVIS COUNTY HEALTH DEPARTMENT SENIOR SERVICES IN-HOME SERVICE PROGRAMS**

This DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT (this “Contract”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (“County”), and the following person or entity which shall be called “Service Provider” in this Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| Service Provider: |  | Contact Phone Number: |  |
| Contact Person: |  | Contact Email Address |  |
| Address: |  | Type of Service: |  |

**1. Background**. The Home and Community Based Alternatives Program (TAP) and the National Family Caregiver Support Program are services of the Region IIC Davis County Area Agency on Aging (AAA) aimed at avoiding unnecessary or premature institutionalization of high-risk elderly.

A. **The Alternatives Program, Title 3B, & Transitional Programs** provides community services to older adults and adults with disabilities to avoid unnecessary or premature institutionalization.

Eligible clients are elderly or disabled adults 18 years of age and older who meet established income and asset guidelines. Individual clients are determined eligible regardless of race, ethnicity, religion or gender. Title 3B clients must be age 60 or over.

Client needs are objectively determined through a comprehensive assessment process. Case Managers work with clients and their families to develop a treatment package that will meet clients’ individual needs. Case Managers explore available community supports and programs and only authorize In-Home Services when no other funding source is available. Clients are monitored monthly and care plans are adjusted as needed.

B. **The Caregiver Support Program** provides temporary assistance to caregivers of older individuals. Caregivers must be 18 years of age or older, care receivers must be aged 60 or older. Caregivers are identified and offered services that include information, assistance, counseling/training/support groups, respite and supplemental services. Respite and supplemental services are intermittent and may be provided to the care recipient as a means of relieving the caregiver’s stress. Respite and supplemental services are objectively identified through an assessment process and are arranged for by Case Managers of the Caregiver Support Program. Individual clients are determined eligible regardless of race, ethnicity, religion or gender.

These programs directly purchase needed services for clients from a pool of approved providers. Providers are not required to provide all of the services available and may provide specific services only. The listing of approved contractors providing services is established as a result of contracts from eligible provider applications that have been approved by the County and that have executed this Contract.

C. **Funding Sources/Reimbursement/Rate Structure:**

The Alternatives Program and Caregiver Support Program, through the Utah Division of Aging and Adult Services (DAAS) and Davis County Senior Services, utilize funds from the Utah State Department of Human Services, federal funds from Title III of the Older Americans Act, and Davis County funds to purchase services otherwise unavailable to clients through existing funding and/or service structures.

The Alternatives and Caregiver Support Programs use a unit cost for the direct provision of services. This Contract is the formal agreement that establishes a fixed reimbursement rate for each unit of service delivered. Monthly reimbursement received by a subcontractor from The Alternatives Programs and Caregiver Support Program is based on the number of actual units of service provided as authorized by the Case Manager.

D. Service Providers will not be reimbursed for services which are rendered without prior written authorization from Davis County.

**2. Term of Contract.** The service period of this Contract will be July 1, 2019 through June 30, 2021 unless terminated or extended by agreement in accordance with the terms and conditions of this Contract.

**3. Target Population.** Client eligibility for services is determined by a Case Manager with Davis County Senior Services. Individual clients are determined eligible regardless of race, ethnicity, religion or gender.

**4. Provider Eligibility Standards.** Public, private nonprofit, or for-profit service organizations who offer services which meet the Davis County Health Department Family and Senior Services Minimum Service Standards Assurance Requirements, attached hereto as **Attachment A** and incorporated herein, may apply. Organizations must submit, along with an application, documentation indicating full and complete compliance with all applicable licensing requirements required by the Federal Communication Commission and any other applicable federal or state laws or regulations and ordinance(s).

**5. Service Provider Responsibilities**

A. Service Provider affirms and agrees to comply with all standards and specifications set forth in the Standard Terms and Conditions, attached hereto as **Attachment B** and incorporated herein, and further agrees to provide all services in accordance and compliance with the applicable Davis County, State and Federal licensing, standards, ordinances, rules and regulations for the duration of this contract period.

B. Service Provider affirms, warrants and agrees that it will provide the services contemplated herein in strict compliance with all applicable federal, state and local laws and regulations, including, but not limited to, the provisions of Title VI, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (P.L. 101- 336, 28 CFR Part 36), the Fair Labor Standards Act, the Hatch Act, and the Age Discrimination Act of 1975. In addition, Service Provider agrees to comply with the Immigration and Naturalization requirement to obtain the I-9 Employment Eligibility Verification form from each employee. Service Provider will ensure that it will maintain a drug-free workplace in compliance with the conditions and requirements contained in 45 CFR, part 76. Service Provider will abide by Utah Executive Order dated June 30, 1989, which prohibits sexual harassment in the workplace, Section 13-7-1 et. seq., of the Utah Code, which prohibits discrimination on the basis of race, color, sex, religion, ancestry, or national origin. Service Provider also warrants and agrees to comply with the provisions of Utah Code Title 26 Chapter 38 relative to smoking in public and other places.”

C. **Insurance**. Prior to beginning the service(s) set forth in this Contract and throughout the term of this Contract, Service Provider agrees and warrants that it will obtain and maintain, at Service Provider’s expense, the following types of insurance:

1*.* A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements for hold harmless, defense, and indemnification costs, expenses, or otherwise such as indemnification, defense, and hold harmless provision set forth in this Contract with minimum limits as follows:

(a) Each occurrence - $1,000,000.00;

(b) General aggregate - $3,000,000.00;

(c) Products – Comp/Op aggregate - $3,000,000.00;

2. A valid automobile liability insurance policy that covers any auto with a combined single limit for each accident of at least $1,000,000.00; and

3. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers’ Liability insurance policy, Service Provider shall provide County with the applicable state issued waiver relating to any and all proprietors, partners,executives, officers, members, or otherwise of Service Provider where the Workers Compensation and Employers’ Liability insurance has been waived.

At any time prior to or during the term of this Contract, County may request Service Provider, Service Provider’s insurance agent(s), or Service Provider’s Insurer(s), to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein. If the Service Provider fails to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein within two (2) business days of County’s request, County may immediately terminate this Contract. In the event that County terminates this Contract because Service Provider either fails to timely provide County with a Valid Certificate of Liability Insurance or Service Provider fails to have the insurance as required herein, the Parties agree that Service Provider shall, notwithstanding any other provision of this Contract, not be entitled to any further compensation from County, and Service Provider shall be fully liable for any and all costs, defense costs, expenses, damages, or otherwise that County incurs to complete this Contract.

D. Service Provider shall ensure that all eligible clients will be served within five (5) working days of referral by the Program Case Manager and agrees to supply the required services and activities described hereafter.

E. Service Provider warrants and affirms that it will establish the standards of service provision, maintain all licensure requirements, and fully comply with all applicable codes of behavior to protect eligible clients from unsafe or unhealthful conditions and/or unprofessional conduct.

F. Service Provider warrants that it will ensure that all employees assigned under this Contract will receive appropriate orientation and training and that all applicable licensure and training for direct providers of services is provided and documented in accordance with the Procedures of the State Division of Aging and Adult Services, and Davis County Health Department Senior Services Division rules and regulations, and other Federal, State, County or City licensing and regulatory agencies.

G. Service Provider affirms and warrants that it will provide adequate supervision for all direct services workers. Service Provider acknowledges and agrees that it is responsible for the supervision of all employees providing services under the Contract and for monitoring and documenting that services are provided in the type and amount authorized by the Program Case Manager~~s~~.

H. Service Provider will notify Case Managers within twenty-four (24) hours of any changes in clients service needs, including, but not limited to, institutionalization, living environment, and death.

I. Service Provider will ensure that services are available one (1) to seven (7) days a week. Service Provider guarantees a constant and reliable workforce for provision of service under this agreement.

J. Service Provider affirms and warrants that the services will be provided in compliance with the Case Manager’s Service Authorization. Providers will not be reimbursed for services which are rendered without prior written authorization from **Senior Services**.

K. Service Provider affirms and warrants that it will maintain and keep confidential client records which shall contain copies of monthly billing and documentation of service provided. Service Provider will make available to Davis County, upon request to the Service Provider supervisor, time records, problems, or concerns and descriptions, dates, and duration of actual service provided.

L. Service Provider will comply with the administrative procedures for eligibility, reimbursement, reporting, auditing, and monitoring in accordance with applicable Federal, State and County rules and regulations.

M. Service Provider will include the cost of direct service worker training, preparation of client meals, oversight of daily activities, mileage, salary, insurance, travel and supervision in the daily unit rate.

N. Service Provider agrees that it will not conduct research involving employees of or individuals receiving services under this agreement until such research and methodology has been approved by the Utah State Department of Human Services, Protection of Human Subjects Review Committee.

O. **Indemnification, Defense, Waiver, and Release**. Service Provider, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of Service Provider (collectively, the “Service Provider Representatives”), agrees and promises to indemnify the County, as well as County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense cost, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Contract and/or the acts or omissions, negligent or otherwise, of the Service Provider Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Service Provider, for itself, and on behalf of the other Service Provider Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by the County Representatives or which the County Representatives would otherwise be obligated to pay, shall be paid in full by the Service Provider Representatives within thirty (30) calendar days after County provides Service Provider with documents evidencing such costs, expenses, or otherwise. Service Provider, for itself, and on behalf of the other Service Provider Representatives, further agrees and promises to waive, release, and discharge the County Representatives from and against any and all of the Claims that the Provider may have against the County Representatives that may arise from, may be in connection with, or may relate in any way to this Contract and/or the acts or omissions, negligent or otherwise, of Service Providers Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Contract, including, but not limited to, insurance required under this Contract, shall limit or waive any liability Service Provider may have arising from, in connection with, or relating to this Contract and/or Service Provider or Service Providers Representatives acts or omissions, negligent or otherwise.

1. **Confidentiality**. Service Provider shall implement procedures to protect the confidentiality of information of the clients they serve. No information will be disclosed without the prior informed consent of an individual or his/her legal representative. Disclosures may be allowed by a court order, or for program monitoring, by authorized Federal, State or local agencies (which are also bound to protect the confidentiality of client information) so long as access conforms with the Privacy Act of 1974. All client information shall be maintained in controlled access files. All client files and records related to this agreement shall be made available to Davis County, their designated representative and/or the State of Utah upon request.

**6. Responsibilities of County.**

A. Davis County Health Department is responsible for auditing, monitoring and evaluating the provision of services provided under this Contract, at least once per year, to determine compliance with the provisions of this Contract, as well as applicable Federal, State, and County laws or regulations~~.~~

1. Davis County Health Department agrees to verify, through review of the monthly invoicing and records, that services billed are actually being provided.
2. Davis County agrees to indemnify Provider, its officers, directors, principals, agents and employees against liability, claims, suits, proceedings, losses, damages, injuries, judgments, settlements, including attorneys fees, costs of suit and expert witness fees and costs, which arise out of Davis County’s performance under this agreement, whether by wrongful act or otherwise and whether raised a complaint, counterclaim, cross-claim, third-party actions interpleader or otherwise.

**7. Termination of Contract.** This Contract may be terminated by any of the following actions:

A. By either party after:

(1) Any material breach of this Contract; and

(2) After the notice to terminate this Contract, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Contract;

B. By the mutual written agreement of the Parties;

C. By County:

(1) If Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Contract, and/or the policies of the Davis County Health Department

(2) If Service Provider fails, within twenty-four (24) hours to cease such conduct or activity after notification by law enforcement, County, or otherwise; and

(3) After the notice to terminate this Contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this Contract;

D. By County, if Service Provider fails to provide County, prior to the commencement of this Contract, with all necessary federal, state, county, and/or municipal licenses, permits, bonds or otherwise to lawfully conduct the services required under this Contract;

E. By County:

(1) Due to County’s dissatisfaction with any of Service Provider’s work/services under this Contract; and

(2) Five (5) calendar days after the notice to terminate this Contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this Contract;

F. By County, with or without cause, thirty (30) calendar days after the notice to terminate this Contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this Contract; or

G. By County:

(1) If County, for any reason, is unsatisfied with Service Provider’s insurance or the records/documentation that Service Provider, its agent(s), or Insurer(s) provide(s) to County regarding Service Provider’s insurance; and

(2) After the notice to terminate this Contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this Contract; or

H. As otherwise set forth in this Contract.

**8. Selection and Client Assignment.** Once the County receives a complete and correct application, Davis County Health Department Senior Services Division will select and retain service providers on an individual basis. Service providers who meet all specifications and execute a contract with Davis County will be utilized to provide services on cost effectiveness and quality indicators.

Client will be given a choice of all providers. The client’s decision to remain with a current provider or to utilize an affiliated agency will be honored. A client who has previously used a provider will be given the choice to use or not use that provider in the future.

**9. Notices.** All notices, demands, and/or requests required or permitted under this Contract (collectively, the “Notices”) shall be in writing and shall be delivered personally, by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the party(ies) at their respective address(es) set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three (3) business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

If to County: If to Service Provider:

Davis County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: Chair, Davis County Board of County Commissioners Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

61 South Main Street, Ste. 301 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O. Box 618 City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Farmington, UT 84025 State & Zip\_\_\_\_\_\_\_\_\_\_\_\_\_

**10. Remedies for Breach and/or Termination of this Contract.**

A. Upon a material breach of this Contract by either party, the non-breaching party may pursue any remedy under this Contract or at law, equity, or otherwise against the breaching party arising from, in connection with, or relating to this Contract.

B. Upon the termination of this Contract by the Parties pursuant to section 7.B. above, the Parties shall have no further duties, obligations, or otherwise under this Contract.

C. Upon the termination of this Contract by County pursuant to sections 7.C., 7.D., 7.E., or 7.H., County:

(1) Shall have no further obligation to pay Service Provider or otherwise perform under this Contract; and

(2) May pursue any remedy under this Contract or at law, equity, or otherwise against Service Provider.

D. Upon the termination of this Contract by the Parties pursuant to section 7.F. or 7.G. above, County shall have no further obligation to pay Service Provider or otherwise perform under this Contract.

**11. Damages.** The Parties acknowledge, understand and agree that, during the Term of this Contract, Service Provider is fully and solely responsible for:

A. Any and all activities or business sponsored or conducted by Service Provider; and

B. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise, whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to this Contract and/or the acts or omissions, negligent or otherwise, of Service Provider and/or the Service Providers Representatives.

The Parties further acknowledge, understand, and agree that Service Provider shall fully reimburse County for any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise, whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to this Contract and/or the acts or omissions, negligent or otherwise, of Service Provider and/or Service Providers Representatives.

**12. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination.** It is expressly understood and agreed that all of the terms, provisions, promises, or otherwise of this Contract shall survive the termination of this Contract unless:

1. Certain terms, provisions, or otherwise of this Contract expressly state otherwise; or
2. After a court, which has lawful jurisdiction or venue over matters relating to this Contract, finds that a particular term, provision, promise, or otherwise of this Contract does not survive the termination of this Contract.

**13. Independent Contractor.** Service Provider shall perform this Contract as an independent contractor. Service Provider and Service Providers Representatives shall not be deemed to be an employee, agent, or representative of County. Service Provider acknowledges and agrees that Service Provider and Service Providers Representatives are not in any manner or degree employees of County and shall have no right to and shall not be provided with any County benefits.

**14. Conflict of Terms or Provisions.** In the event of any conflict between the terms of this Contract and any documents referenced in this Contract and incorporated into this Contract by reference including, but not limited to, exhibits or attachments to this Contract, this Contract shall control.

**15. Assignment Restricted.** The Parties agree that neither this Contract nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of County.

**16. Waivers or Modification.** No waiver or failure to enforce one or more parts or provisions of this Contract shall be construed as a continuing waiver of any part or provision of this Contract, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Contract. A waiver or modification of any of the provisions of this Contract or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Contract cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

**17. Relationship of the Parties.** The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Contract will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

**18. Binding Effect; Entire Contract, Amendment.** This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Contract, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Contract supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Contract. Neither this Contract nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Contract and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

**19. Enforcement of Contract.** The Parties hereto shall be responsible for their respective attorneys’ fees, expenses, and costs incurred by them through the date of this Contract. In the event that any party breaches this Contract, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under this Contract, including, but not limited to, reasonable attorneys’ fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

**20. Choice of Law; Jurisdiction; Venue.** This Contract and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Contract or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principles. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Contract, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys’ fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

**21. Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Contract by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Contract, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**22. Severability.** If any part or provision of this Contract is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Contract shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Contract, which are not prohibited or unenforceable, shall remain in full force and effect.

**23. Authorization.** The persons executing this Contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Contract, this Contract represents a binding and enforceable obligation of such party.

**24. Rights and Remedies Cumulative.** The rights and remedies of the Parties under this Contract shall be construed cumulatively, and none of the rights and/or remedies under this Contract shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law, unless specifically set forth herein.

**25. No Third-Party Beneficiaries.** This Contract is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Contract.

**26. Time of Essence.** Time is of the essence in respect to all parts or provisions of this Contract, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

**27. Recitals Incorporated.** The Recitals to this Contract are incorporated herein by reference and made contractual in nature.

**28. Counterparts; Electronically Transmitted Signatures.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Contract. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed in duplicate on the date indicated below.

|  |  |
| --- | --- |
| DAVIS COUNTY  By:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Brian Hatch Director  Davis County Health Department  Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | INSERT SERVICE PROVIDER  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ATTACHMENT A**

MINIMUM SERVICE STANDARDS ASSURANCE

Any service funded by Davis County Health Department Senior Services Division (AAA) must be in compliance with the AAA service definitions except for specific standards for which compliance has been waived by the AAA according to prescribed policy.

I hereby enter this assurance of compliance.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_herein called the Contractor,

HEREBY ASSURES that persons involved in implementing the service contract have read minimum service definitions on each of the services for the services for which funds are being requested.

FURTHERMORE, the Contractor assures that it is completely in compliance with all standards according to State of Utah, Federal and County rules and regulations:

This assurance is given in consideration of and for the purpose of obtaining Federal and State funds. The contractor recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the AAA shall have the right to seek enforcement of this assurance.

RATE AND SERVICE TABLE

(check all the services that you intend to provide and enter rates)

|  |  |  |  |
| --- | --- | --- | --- |
| Service Type | Rate | \*Maximum Allowable | Unit of Service |
| Adult Companion |  | $14.00 | Per hour |
| Homemaking |  | $23.00 | Per hour |
| Supplemental Home Delivered Meals |  | $7.05 | Per Meal |
| Personal Care Aide | 4 | $24.00 | Per hour |
| Certified Nursing/Home Health Aide |  | $25.50 | Per hour |
| Community Transition Service |  | Varies | Per service |
| Respite Unskilled (Homemaker) | 4 | $22.00 | Per hour |
| Respite Skilled (Home Health Aide) |  | $24.50 | Per hour |
| Facility Respite (ALF/SNF) |  | $150.00 | Per day |
| Adult Day Care |  | $40.00 | Per day |
| Transportation Services |  | $10.00 | 1 way trip |
| Chore Services |  | $27.00 | Per hour |
| Fiscal Agent |  | $45.00 | Month |
| PERS Installation/Removal |  | $50.00 | Per installation |
| PERS Monthly Monitoring |  | $30.00 | Per month |
| PERS Monthly Monitoring with SIM Card |  | $40.00 | Per month |
| Medication Reminder Sys. Installation |  | $75.00 | 1 x only |
| Medication Reminder System/ Monitor |  | $80.00 | 1 x only |
| Personal Budget Assistance/ Bill Pay |  | $18.00 | Per hour |
| RN Visit |  | $70.00 | 1 visit |
| LPN Visit |  | $50.00 | 1 visit |
| Specialized Medical Equipment | Varies | Varies | Per Item |

**\*Providers charging above the maximum allowable rates will not be considered for a contract\***

Please Note: If your agency requires a 2 hour minimum or more we will not accept your contract for services. Most of our clients require a 1 hour visit, 2 hour minimum visits are not cost effective for our programs.

**ATTACHMENT B**

STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Title 63G, Chapter 6a, Chapter 56, and Section 62-A-3-104 at seq. UCA 1953, as amended, Utah State Procurement Regulations, and related statutes which permit the State of Utah to purchase certain specified services, and any other relevant Federal regulations, and any relevant provisions of the State of Utah and Davis County.

2. CONTRACT JURISDICTION: The provisions of this contract shall be governed by the laws of the State of Utah.

3. SEVERABILITY CLAUSE: The declaration by any court or other binding legal source that any provision of this contract is illegal and void shall not affect the legality and enforcement of any other provision of this contract unless said provisions are mutually dependent.

4. ASSIGNMENT: The contractor shall not assign its benefits and obligations, under this contract, to any legal entity without the prior written consent of Davis County. Upon written approval of the assignment, the contract shall be binding upon and inure to the benefit of the assignee and its successors.

5. RENEGOTIATIONS OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. No claim for services furnished by the contractor, not specifically authorized by this contract, will be allowed by Davis County.

6. TERMINATION: This contract may be terminated in advance of the specified expiration date with or without cause, by either party, upon 30 days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to the date of termination.

7. CONTRACT RENEWAL: Contractor agrees, for any contract issued as a result of this agreement that Davis County shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the application at a level of funding to be determined at the time of the renewal.

8. LICENSING AND STANDARD COMPLIANCE: Contractor states that they currently meet all applicable licensing and applicable health, fire, safety, building, zoning, and sanitation standards required by Federal or State of Utah laws or regulations and ordinances of Davis County and the city in which the services are provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this contract period.

9. REDUCTION OF FUNDS: The maximum amount authorized by the contract shall be reduced or contract terminated if required by Federal or State of Utah law, regulation, or action or if there is significant underutilized of funds. However, the contractor shall be reimbursed for all services performed in accordance with this contract prior to the date of notification of the reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by the contractor. Davis County will give the contractor 30 days notice of reduction.

10. ADMINISTRATIVE AND REPORTING REQUIREMENTS: The contractor shall

maintain the records of service provision under this contract and statistical, fiscal and

other records necessary for reporting and accountability required by Davis County; and shall retain such records for at least (4) years after the last payment has been made on this contractor.

11. DEBARMENT AND SUSPENSION: The contractor assures that neither it nor its

principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any Federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this agreement.

### **ATTACHMENT C**

Service Definitions

**HOMEMAKER SERVICES:** Services consisting of general household activities (meal preparation and routine household care) provided by a trained homemaker, when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care for him or herself or others in the home.

**PERSONAL CARE/C.N.A SERVICES:** Perform normal household services essential to health care at home; make occupied or unoccupied beds, may remind or supervise client who is able to self administer medications. Perform simple diagnostic activities, taking vital signs (blood pressure, pulse, and respiration), taking temperatures. Personal grooming bathing and dressing, oral hygiene and denture care, toileting and toilet hygiene, shaving, hair care, and skin care. Assist with ambulation and transferring. When specified in the plan of care, this service can also include housekeeping/homemaking activities.

**RESPITE CARE – IN HOME:** Services to individuals unable to care for themselves; provided on a short-term basis because of the absence or need for relief of those persons.

**RESPITE CARE – ALF/LTC FACILITY**: consists of care furnished in a licensed long term care facility during the absence of, or to relieve, the normal caregiver.

**HOME DELIVERED SUPPLEMENTAL MEALS:** Provides a nutritionally sound and satisfying meal to individuals who are unable to prepare their own meals and who do not have a caregiver available to prepare meals for them.

**COMMUNITY TRANSITION:** Offered to allow for the provision of essential household items and/or services needed to establish or maintain community living arrangements that are necessary to maintain health and welfare.

**ADULT COMPANION**: Non-medical care, supervision and socialization. Companions may assist or supervise the individual with tasks such as meal prep, laundry,and shopping but do not perform these activities as discrete services

**CHORE SERVICES:**  Assistance to persons having difficulty with one or more of the following instrumental activities of daily living. Examples: heavy housework, walls, moving furniture, yard work or sidewalk maintenance as defined in the service order.

**ADULT DAY CARE SERVICES:** Provide a supervised setting during which health and social services are provided on an intermittent basis to ensure the optimal functioning of client.

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| **TRANSPORTATION**: Enable individuals to gain access to community services, activities, and resources, specified by the care plan. This service is offered in addition to required medical transportation services and shall not replace them. Transportation services shall be offered in accordance with the individual’s care plan. Whenever possible, family, neighbors, friends, or community agencies that can provide this service |

**PERSONAL EMERGENCY ALERT SYSTEMS**: Serves the purpose of enabling the individual who has the skills to live independently or with minimal support to summon assistance in an emergency situation. The service provides ongoing access to a signal response center that is staffed twenty-four hours per day, seven days a week by trained professionals responsible for securing assistance in the event of an emergency.

**PERSONAL EMERGENCY RESPONSE SYSTEM INSTALLATION TESTING & REMOVAL:** Provides installation, testing and removal of PERS electronic device by trained personnel.

**MEDICATION REMINDER SYSTEM**: Provides a medication reminder by a third party entity or individual that is not the clinician responsible for prescribing and/or clinically managing the individual, not the entity responsible for the administration of medication, and not the entity responsible for the provision of nursing or personal care, attendant care, or companion care services. Services include a non face-to-face medication reminder techniques (e.g. phone calls, telecommunication devices, medication dispensing devices with electronic alarms which alert the individual and a central response center staffed with qualified individuals, etc.)

**FISCAL AGENT SERVICES:** Facilitate the employment of personal attendants by the individual or designated representative including: (a) provider qualification verification (b) employer-related activities including federal, state, and local tax.

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| **BILL PAY/PERSONAL BUDGET ASSISTANCE:** Provides assistance with financial matters, fiscal training, supervision of financial resources, savings, earnings and funds monitoring, monthly check writing, bank reconciliation, budget management, and fiscal interaction on behalf of the individual. |

**LICENSED PRACTICAL NURSE**: Services listed in the plan of care that are within the scope of the State of Utah Nurse Practice Act and are provided by a Licensed Practical Nurse under the supervision of a Registered Nurse licensed to practice in the State of Utah.

**REGISTERED NURSE NURSING:** Services listed in the plan of care that are within the scope of the State of Utah Nurse Practice Act and are provided by a Registered Nurse under the supervision of a Registered Nurse licensed to practice in the State of Utah.

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| **SPECIALIZED MEDICAL EQUIPMENT:** Includes devices, controls, or other appliances which are of direct medical or remedial benefit to the individual and items necessary for life support, ancillary supplies, and equipment necessary to the proper functioning of such items, and durable and non-durable medical equipment. |

**ATTACHMENT D**

REIMBURSEMENT PROCEDURES:

1. Service Provider will bill client services monthly at the agreed upon rate.
2. Monthly billing Invoices will be completed and received by Davis County Health Department Senior Services no later than the 10th of each month following the close of the prior month.
3. In the event the billings are received later than the 15th of the month, payment for services will not be processed until the following month.
4. If billing is more than 90 days late, charges will not be paid.
5. December Invoices must be received no later than the 15th of January.
6. Email monthly bill to: [shawnan@co.davis.ut.us](mailto:shawnan@co.davis.ut.us)