

Provider Agreement

This Provider Agreement (“Agreement”) is entered into this _____ day of _____, 2021, by & between PurFoods, LLC dba Mom’s Meals (“Mom’s Meals”) and San Juan County Area Agency on Aging, (“Agency”). Mom’s Meals and Agency may be referred to as “Party” and collectively as “Parties.”

1. **HIPAA and HITECH.** Parties agree to comply with HIPAA and the HITECH Act and all current implementing regulations.
2. **Service Authorization.** Agency agrees to provide Mom’s Meals a written notice that contains all relevant client information including the number of home delivered meals a client qualifies for on a weekly basis (“Service Authorization”). The Service Authorization shall include a start and end date for the home delivered meal service. Mom’s Meals shall not begin service to a client until said Service Authorization is received.
3. **Home Delivered Meal.** Provision to an eligible client, at the client's residence, a meal that complies with Dietary Guidelines for Americans, and provides at least one-third (1/3) of the current daily Recommended Dietary Allowances.
4. **Ordering and Delivery.** Mom’s Meals shall deliver meals according to its ordinary delivery practices, via third party courier, to client’s address as listed on the client’s Service Authorization. Meals shall be delivered at a frequency determined by the number of meals for which a client is approved. Delivery typically occurs every other week. If a client does not call in an order and the case manager has not sent in notification to place the service on hold or to cancel the client’s meals, Mom’s Meals shall deliver a random selection or the same selection of meals as a prior order to the client for that order period.
5. **Client Updates.** Agency shall notify Mom’s Meals in a timely manner upon learning of a change in a client’s status (e.g. the client entered a nursing home or hospital the client has moved; the client is deceased etc.) Agency shall notify Mom’s Meals by 5:00 p.m. CT the day prior to a scheduled shipment. Mom’s Meals shall notify Agency in a timely manner upon learning of a change in a client’s status (e.g. the client entered a nursing home or hospital; the client has moved; the client is deceased etc.).
6. **Billing and Per Meal Price.** Mom’s Meals shall bill Agency monthly, as agreed upon, either for each meal delivered or each cooler delivered in the previous thirty (30) days. Mom’s Meals shall bill Agency at the agreed per meal rate price documented in Attachment A. Payment is due to Mom’s Meals within fourteen (14) calendar days of the invoice date. If payment is not received in said period, Mom’s Meals shall send notification to the Agency at tgallejos@sanjuancounty.org. If payment is not received or arrangements acceptable to Mom’s Meals have not been made within thirty (30) days of said notification, Mom’s Meals reserves the right to discontinue services until payment or arrangements for payment have been agreed upon. Mom’s Meals reserves the right to modify the per meal cost with thirty (30) calendar days written notice to Agency.
7. **Maintenance of Records.** Mom’s Meals shall maintain all client records for a period of no less than six (6) years for all Agency clients.
8. **Disputes.** Either party who has a dispute concerning the Agreement will work with the other party to come to a mutual decision. If a mutual decision cannot be agreed upon, a third-party mediator may be contacted to resolve the dispute.
9. **Termination.** Either Party may terminate this Agreement any time upon thirty (30) calendar days written notification to the other Party. If Agreement is terminated for any reason, Agency shall be billed for services authorized and provided through the date of termination.

10. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Disputes. This Agreement shall be governed exclusively by its terms and by the laws of the State of Iowa, without regard to its choice of law provisions.

12. Notice. All notices required under this Agreement shall be in writing and shall be considered given: (a) when delivered personally; (b) three (3) days after mailing, when sent certified mail, return receipt requested and postage pre-paid; (c) one (1) business day after dispatch, when sent via a commercial overnight courier, fees pre-paid; or (d) upon delivery when sent by facsimile transmission or e-mail and followed by notice sent in accordance with clause (a), (b) or (c) above. All notices shall be sent to the following addresses and indicated contacts:

(i) If to Mom’s Meals:

Attn: Krysta Houser, Contracts & RFP Specialist
3210 SE Corporate Woods Drive
Ankeny, Iowa 50021

(ii) If to Agency:

Attn: Tammy Gallegos
117 S Main Street
Monticello, UT 84535

Agency Owner/Manager (Printed)

Agency Name/Address

San Juan County Area Agency on Aging
117 S Main Street
Monticello, UT 84535

Agency Owner/Manager (Signature)

Date

Mom’s Meals Manager (Printed)

Nathan Jensen

Mom’s Meals Address

PurFoods LLC dba Mom’s Meals
3210 SE Corporate Woods Drive
Ankeny, Iowa 50021

Mom’s Meals’ Manager (Signature)

Date

Attachment A – Scope of Service

PurFoods, LLC dba Mom’s Meals (“Mom’s Meals”) and San Juan County Area Agency on Aging (“Agency”) are Parties to a Provider Agreement dated _____ (“Agreement”). This Attachment A is incorporated into and made a part of the Agreement.

1. Program Details. Agency’s clients shall order meals from an approved menu provided to the client by Mom’s Meals. Mom’s Meals shall set up a client’s delivery schedule to maximize efficient use of each cooler, minimize the number of deliveries, and limit the number of coolers a client needs to dispose of. (For example, if a client is approved for 5-7 meals a week, they will be scheduled to receive 10-14 meals every other week).

2. Pricing. Parties agree to a per meal price of \$8.99 per meal. Mom’s Meals shall bill according to the terms in clause six (6) of the Agreement.

3. New Clients. Meal orders shall be placed no later than Tuesday at 5:00 PM CT for delivery the following week. In order to start new clients as soon as possible, however, Mom’s Meals intake department needs to receive a Service Authorization for a newly approved client no later than Thursday at 5:00 PM CT in order to begin delivery the following week.

Agency Owner/Manager (Printed)

Agency Name

San Juan County Area Agency on Aging

Agency Owner/Manager (Signature)

Date

Mom’s Meals Manager (Printed)

Meal Provider

Nathan Jensen

PurFoods LLC dba Mom’s Meals

Mom’s Meals’ Manager (Signature)

Date
