



# STATE OF UTAH

## DEPARTMENT OF HUMAN SERVICES

### GOVERNMENTAL ENTITY CONTRACT FOR SERVICES

1. **CONTRACTING PARTIES:** This contract is between the State of Utah Department of Human Services (Agency Code: 200), referred to as STATE and/or DHS, and the following CONTRACTOR:

San Juan County  
 San Juan County Area Agency on Aging  
 \_\_\_\_\_  
 Name  
 PO Box 9  
 \_\_\_\_\_  
 Address  
 Monticello UT 84535-3225  
 \_\_\_\_\_  
 City State Zip

#### LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☐ For-Profit Corporation  
☐ Partnership  
☒ Government Entity

Contact Person Tammy Gallegos Phone #435-587-3225 Email tgallegos@sanjuancounty.org  
 Vendor #6866H Commodity Code #95243

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide Meals on Wheels for approved individuals on the DSPD waiting list.
3. **PROCUREMENT:** This contract is entered into as a result of a procurement process under Utah Code 63G-6a-2103.
4. **CONTRACT PERIOD:** Effective date: 9/1/2020 Termination date: 12/30/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$3,906.00 for costs authorized by this contract. Additional information regarding costs: N/A.
6. **ATTACHMENT A:** DHS Standard Terms and Conditions for Services Provided by Utah Governmental Entities  
**ATTACHMENT B:** Scope of Work
7. Each signer below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authority has signed this contract.

SAN JUAN COUNTY  
 SAN JUAN COUNTY AREA AGENCY ON AGING

DEPARTMENT OF HUMAN SERVICES  
 DIVISION OF AGING AND ADULT SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Nels Holmgren, Director Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

#### STATE OF UTAH APPROVING AUTHORITY

STATE DIVISION OF FINANCE

By: \_\_\_\_\_

State Finance Date: \_\_\_\_\_

Michael Floor	801-538-4217	mfloor@utah.gov
Agency Contact Person	Telephone Number	Email

The State of Utah Department of Human Services is an Equal Opportunity Employer. The department's EEOP Utilization Report is available at [hs.utah.gov/about](http://hs.utah.gov/about).

**ATTACHMENT A: DEPARTMENT OF HUMAN SERVICES STANDARD TERMS AND CONDITIONS FOR SERVICES PROVIDED BY UTAH GOVERNMENTAL ENTITIES**

This is for a contract for services between government entities within the State of Utah to be used only when both parties are Utah governmental entities as defined in the Utah Government Immunity Act (U.C.A. 63G Chapter 7).

1. **DEFINITIONS:** The following terms have the meanings set forth below:
  - a. **"Confidential Information"** means information deemed confidential under applicable state and federal laws, including personal information.
  - b. **"Contract"** means the document with signature page(s), including all referenced attachments and documents incorporated by reference and may include any purchase orders that result from this Contract.
  - c. **"Contract Signature Page(s)"** means the State of Utah cover page(s) signed by the parties.
  - d. **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" includes Contractor's agents, officers, employees, and partners.
  - e. **"DHS"** means the Utah Department of Human Services, including each division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - f. **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include all deliverables that result from Contractor performing the Services pursuant to this Contract, including any professional services identified in § 63G-6a-103 of the Utah Procurement Code.
  - g. **"State of Utah"** means any institution, agency, department, division, authority, instrumentality, board, commission, elected or appointed officer, employee, agent, or authorized volunteer of the State of Utah government.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract must be brought in a court of competent jurisdiction in the State of Utah. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor and all Services performed under this Contract must comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by DHS to Contractor under this Contract. These records must be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost to the State of Utah, the State of Utah and federal auditors, and DHS staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** Contractor shall implement, maintain, and enforce policies and procedures that prohibit conflicts of interest.
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner will the Contractor be deemed an employee or agent of DHS or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, has no authorization, express or implied, to bind DHS or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for DHS or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act ("Act"). Nothing in this Contract may be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act, nor may this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party is responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR § 90 which prohibits discrimination on the basis of age; (iv) § 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by a mutual written agreement of the parties, which amendment must be attached to this Contract. Automatic renewals do not apply to this Contract.
11. **DEBARMENT:** INTENTIONALLY DELETED

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice to the other party. The party in violation may be given ten days after receipt of written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon 60 days written termination notice to the other party. DHS and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of termination, Contractor's sole remedy and monetary recovery from DHS or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination, as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon 30 days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of DHS, if DHS reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds, including federal and state funds, affects DHS's ability to pay under the terms of this Contract.

If a written notice is delivered under this section, DHS will reimburse Contractor for the Services properly performed until the effective date of said notice. DHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

14. **SUSPENSION OF WORK:** Written notice to the Contractor is required should circumstances arise which would cause DHS to suspend, but not terminate, the Contractor's responsibilities under this Contract. The Contractor's responsibilities may be reinstated upon advance written notice from DHS.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from DHS's funds and used in the exercise of DHS's essential functions as a State of Utah entity. Upon request, DHS will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request DHS's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** INTENTIONALLY DELETED
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** INTENTIONALLY DELETED
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance by DHS.
21. **ACCEPTANCE AND REJECTION:** DHS shall have 30 days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the scope of work prior to acceptance of the Services by DHS. If Contractor delivers nonconforming Services, DHS may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **BILLING REQUIREMENTS:**

- a. **Billing.** To obtain payment for the Services provided pursuant to this Contract, Contractor shall submit to DHS an itemized billing for its authorized services, together with the supporting documentation required for the reimbursement forms supplied by DHS.
- b. **Billing Deadlines.** DHS may delay or deny payment to Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
  - (1) **Ongoing Billings:** Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year pursuant to paragraph c. below.
  - (2) **State Fiscal Year-End Billings:** The state fiscal year is from July 1st through June 30<sup>th</sup>. Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year **no later than July 14<sup>th</sup>** of the following fiscal year, regardless of Contractor's billing period or the expiration or termination date of this Contract.
  - (3) **Final Contract Billings:** Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of Contractor's billing period.
- c. **Supporting Documentation.** Contractor shall maintain documentation necessary to support the Services and costs billed by Contractor and shall submit the documentation with the billings, if requested.
- d. **Questioned Costs.** DHS may question any billing by Contractor if the billing is not supported by proper documentation.
- e. **Overpayments and Audit Exceptions.** If, during or after the contract period, an independent CPA audit or a fiscal review determines that payments made by DHS to Contractor were incorrectly paid or were based on incorrect information from Contractor, Contractor will be required to repay the incorrect payments it received. DHS may withhold any or all subsequent

payments under this or other contracts with Contractor until DHS fully recoups any payments to Contractor determined to have been made incorrectly.

- f. **Uniform Billing Practices.** Contractor guarantees that the amounts it charges for client Services under this Contract are not higher than the amounts Contractor charges others for comparable Services.
  - g. **Lapsing Funds.** If Services are provided for the Division of Substance Abuse and Mental Health, any funds not expended by the end of the funding period for which they were allocated will lapse and Contractor will have no further claim to the funds.
23. **PAYMENT:** Payments will be made within 30 days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after 60 days from the date a correct invoice is received by DHS, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act (U.C.A. 15, Chapter 6). The acceptance by Contractor of final payment, without a written protest filed with DHS within ten business days of receipt of final payment, release DHS and the State of Utah from all claims and all liability to the Contractor. DHS's payment for Services is not an acceptance of the Services and does not affect any claims DHS or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services must be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to DHS and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services performed under this Contract must be in the form of a written amendment to this Contract, mutually agreed upon and signed by both parties, specifying any changes.
26. **PERFORMANCE EVALUATION:** DHS may conduct a performance evaluation of Contractor's Services at any time. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to DHS and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** DHS reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **SUBCONTRACTING AND ASSIGNMENT:** Contractor shall not subcontract or assign any right or obligation under this Contract, in whole or in part.
30. **REMEDIES:** In addition to terminating the Contract upon default or breach of the Contractor, DHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend Contractor from receiving future contracts from DHS or the State of Utah; and (iv) demand a full refund of any payment DHS has made to Contractor for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, war, or any condition which is beyond that party's reasonable control. DHS may terminate this Contract if it determines that a delay caused by force majeure may prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, and partners of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received to any third parties. Contractor shall immediately notify DHS of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and notifications under applicable law. Contractor shall indemnify, hold harmless, and defend DHS and the State of Utah, including anyone for whom DHS or the State of Utah is liable, from all claims related to a breach of this duty of confidentiality, including any notification requirements by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor must return all copies of Confidential Information to DHS or certify, in writing, that all Confidential Information in its possession has been destroyed. This duty of confidentiality is ongoing and survives the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to DHS for written approval all advertising and publicity matters relating to this Contract. It is within DHS's sole discretion to provide approval, which must be in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold DHS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DHS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DHS and Contractor recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract, is considered work made for hire, and Contractor shall transfer any ownership claim to DHS.

37. **WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that giving or offering to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participating in the procurement of supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization, will subject the Contractor to criminal prosecution.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence is as follows: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or to limit the rights of DHS or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract does not extinguish or prejudice DHS's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract does not affect the validity or enforceability of any other provision, term, or condition of this Contract, which will remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
45. **ACCESS TO RECORDS AND MONITORING OF PERFORMANCE:** DHS shall have immediate access to all records relating to this Contract, and Contractor shall not limit or interfere with DHS' access rights. The parties agree that DHS has the right to monitor Contractor's performance pursuant to this Contract. Monitoring of Contractor's performance is at the complete discretion of DHS. Performance monitoring may include both announced and unannounced visits. The Contractor shall allow independent auditors State and federal auditors or contract reviewers to have access to any records related to this Contract, including all personnel, training, client, treatment and financial records (such as accounting records and supporting documentation) for audit review and inspection.
46. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees and agents about:
- a. The False Claims Act, 31 United States Code §§3729–3733;
  - b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
  - c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
  - d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
  - e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
  - f. How to report suspected fraud, waste and abuse of Medicaid funds;
  - g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
  - h. The penalties for filing false or fraudulent claims for Medicaid payment.
- If the Contractor maintains an employee handbook, the Contractor shall include the information described above and its policies and procedures for detecting and preventing Medicaid fraud, waste and abuse, in its employee handbook. Additional information is available on DHS website.
47. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** Contractor shall follow and enforce DHS' Provider Code of Conduct. DHS Provider Code of Conduct may be found on DHS Bureau of Contract Management website.
- a. Before allowing any employee or volunteer to work with clients under this Contract, the Contractor shall also comply with the following requirements:
    - (1) The Contractor shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Contractor and to any new employees or volunteers; and
    - (2) The Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it.
  - b. As used in this Paragraph, "volunteer" means a person who:
    - (1) donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and
    - (2) is a board member, officer, or other person who is substantially involved in the Contractor's decision-making processes, or is a person who has direct unsupervised contact with DHS Clients.
48. **OWNERSHIP OF CLIENT RECORDS:** The State retains ownership of all client records created or maintained by Contractor in connection with the services provided under this Contract and all such records must remain at the State facility or location where Contract services are provided, unless otherwise required by law. For records related to youth offenders, the Contractor shall comply with Utah Code 62A-7-108.5.

49. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** Client records are confidential. The Contractor shall restrict access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Contractor shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, zip-drives, etc.) the medium must be password protected. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.
50. **LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION:** The Contractor shall have and comply with policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to DHS. The policies and procedures must address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures must also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by the loss against potential damages as well as to prevent future losses.
- The Contractor shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Contractor's policies and procedures, the Contractor shall notify the following individuals of the loss no later than 24 hours after it is discovered:
- DHS signatory on this Contract;
  - DHS Risk Manager; and
  - The client or the client's parent(s) or legal guardian.
51. **ACCESS TO RECORDS PRODUCED BY THE CONTRACTOR:** The Contractor acknowledges that some of the records it produces in connection with the services or programs provided under this Contract, may be available to the public and to clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C. §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than the State, the Contractor shall immediately notify the State about the request and allow the State to respond directly to the records request.
52. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in this Contract.
53. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS, or where DHS has provided funding for a project that includes research in the contract, unless the Contractor has obtained prior written approval from DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies. DHS Policy Manual, Policy No. 01-10, explains the policies and procedures for obtaining approval from DHS IRB.
54. **CONTRACTOR CONTACT INFORMATION:** Contractor shall ensure that DHS has accurate contact information for Contractor at all times throughout the duration of this Contract and throughout the duration of Contractor's record retention responsibilities. Contractor shall immediately notify DHS of any changes to contact information.
55. **COMPLIANCE WITH UTAH 211 INFORMATION REQUESTS:** The Contractor shall provide Utah 211 with information about the Contractor's services for inclusion in the Utah 211 statewide information and referral system. Information must be provided in the form determined by Utah 211.
56. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
- Records Relating to Adult Clients: The Contractor shall retain all adult client records (including records that support Title XIX reimbursements) for at least six years from the date of last service to the adult client.
  - Records Relating to Child Clients: The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
  - Administrative Records: The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.
  - Discontinued Operations: If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
    - Transfer the client records to a successor agency or entity which has:
      - entered into a contract with DHS to provide such services formerly provided by the Contractor; and
      - agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS;or
    - Deliver the client records to an office within the Contractor's organization under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records.
    - With the prior written consent of DHS, which may be withheld for any reason, deliver the client records to DHS.
    - Alcohol and Drug Abuse Patient Records: If the Contractor is bound by the requirements of 42 C.F.R. Part 2 and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor

shall comply with the following requirements before destroying the records of any patients served pursuant to this Contract:

- (a) the Contractor shall notify DHS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
  - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to DHS; and
  - (c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to DHS.
- e. Audits and Litigation: The Contractor shall maintain all records related to any audits initiated by federal and state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or the time for appeal has expired, or for six years from the date of termination of this Contract, whichever is longer.
- f. Method for Destruction of Client Records: Client records which may be destroyed pursuant to this Contract shall be cross-shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.
57. **BACKGROUND SCREENING:** The Contractor and any individuals associated with Contractor shall comply with the background screening requirements in Utah Code 62A-2-120 and Utah Administrative Code R501-14.

(Revision date: 10 December 2019)

## ATTACHMENT B: SCOPE OF WORK

Description of service: The Department of Human Services (“DHS”), Division of Aging and Adult Services (“DAAS”) is partnering with Utah Area Agencies on Aging (“AAA”), to provide Meals on Wheels services (“MOW”) to individuals on the DHS Division of Services for People with Disabilities (“DSPD”) waiting list, using Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding.

MOW delivers prepared meals to people in need. Many who qualify for DSPD services are at higher-risk of developing severe illness from COVID-19. People who qualify for DSPD services may experience difficulty in obtaining and preparing food due to limiting exposure to the virus and limited incomes. DSPD and DAAS will partner to extend the existing program to people between the ages of 22 and 59 who are waiting for DSPD services.

### A. Contractor Requirements

After receiving the data set of people approved to receive MOW from DSPD, the Contractor shall:

1. Contact and coordinate with each person approved by DSPD to receive MOW. The coordination shall include ensuring:
  - a. Each person receives meals that are in compliance with any dietary needs and restrictions the person may have as disclosed by the person during the Contractor’s contact with the person,
  - b. Each person receives a meal on each day MOW is available, unless the person requests not to receive a meal on a specific day,
  - c. Each person is provided with information explaining their responsibility on how to receive MOW, and
  - d. The MOW delivery address provided by DSPD is correct.
2. Contact DSPD with any issues preventing timely MOW start date for any person. If it takes longer than two weeks from receiving the data set of approved people to get a person set up to receive MOW it will be consider untimely.

### B. Limitation

The Contractor shall NOT provide MOW to any person after December 30, 2020.

### C. Billing Requirements

The Contractor’s billing period is monthly. The Contractor shall:

1. Submit a monthly invoice with supporting documentation for authorized MOW by the 15th day of each month for the previous month’s services. The



monthly invoice and supporting documentation must be submitted via email to Cheryl Sharp [cherylsharp@utah.gov](mailto:cherylsharp@utah.gov)

- a. The monthly invoice must include:
  - 1) Contractor's name,
  - 2) Month and year the services were rendered, and
  - 3) Total cost of meals provided.
- b. The supporting documentation must be on a separate list accompanying the monthly invoice and must include:
  - 1) Contractor's name,
  - 2) Month and year the services were rendered,
  - 3) Name of each person who received Meals on Wheels services,
  - 4) The number of meals provided, and
  - 5) Cost per meal.