

Log# 46637
Vendor # 06866H

RGAs #91263

Grant # A04888
Commodity Code 99999

STATE OF UTAH
DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANT AGREEMENT

1. PARTIES: This grant agreement is between the State of Utah Department of Health and Human Services, referred to as STATE and/or DHHS, and the following GRANTEE: San Juan County.
2. GENERAL PURPOSE: The general purpose of this grant agreement is to provide oversight, direction and funding to the AAA for the provision of an array of aging services to qualifying individuals residing in the AAA's geographical area.
3. AGREEMENT PERIOD: Effective date: July 1, 2025 Termination date: June 30, 2032 unless terminated early or extended in accordance with the terms and conditions of this grant agreement.
4. COSTS: GRANTEE will be paid a maximum of \$0.00 for costs authorized by this grant agreement. Additional information regarding costs: Funding will be added once awarded.
5. ATTACHMENT A: Utah Department of Health and Human Services Subrecipient Terms
ATTACHMENT B: Scope of Work
6. DOCUMENTS INCORPORATED INTO THIS GRANT AGREEMENT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All assurances and all responses to any proposals provided by the GRANTEE.
7. This grant agreement, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this grant agreement.
8. Each signatory below represents that he or she has the requisite authority to enter into this grant agreement.

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

SAN JUAN COUNTY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
Name: _____ Date _____
Title: _____

By: _____
Tracy S. Gruber Date _____
Executive Director

STATE OF UTAH APPROVING AUTHORITY

STATE DIVISION OF FINANCE

By: _____
State Finance Date _____

Attachment A: Utah Department of Health and Human Services Subrecipient Terms

1. Definitions

"Authorized Persons" means the Subrecipient's employees, officers, partners, subcontractors, or other agents of the Subrecipient who need to access State Data to enable the Subrecipient to perform its responsibilities under this agreement.

"Agreement Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"C.F.R." means the Code of Federal Regulations.

"DHHS" means the Utah Department of Health and Human Services.

"Federal Pass Through Money" means federal money received by the Subrecipient through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

"Local Money" means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

"State" means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Subrecipient's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Subrecipient. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"State Money" means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

"Subrecipient" means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 2 C.F.R. § 200.1.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. **Governing Law and Venue:** This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Federal Award:** The Subrecipient shall comply with the terms of the federal award(s).
4. **Nonprofit Registration:** If the Subrecipient is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
5. **Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Subrecipient's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.
6. **No Automatic Renewals:** This agreement will not automatically renew.

- 7. Laws and Regulations:** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
- 8. Conflict of Interest:** The Subrecipient represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Subrecipient shall comply and cooperate in good faith with all conflict of interest and ethic laws.
- 9. Independent Capacity:** The Subrecipient and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
- 10. Reporting Receipt of Federal and State Funds.**
 - 10.1.** If the Subrecipient is a nonprofit corporation and receives Federal Pass Through Money or State Money, the Subrecipient shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Subrecipient's fiscal year.
 - 10.2.** The Subrecipient shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Subrecipient shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Subrecipient to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31st of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
 - 10.3.** The Subrecipient shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
 - 10.4.** Reports that are required to be sent to DHHS must be sent to dhhsfinancialreports@utah.gov.
- 11. Timely Reporting:** The Subrecipient shall timely submit all reports and back-up data required by this agreement or requested by the federal awarding agency or DHHS.
- 12. Invoicing:** Unless otherwise stated in the scope of work, the Subrecipient shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Subrecipient shall list this agreement number on all invoices and correspondence relating to this agreement. The Subrecipient shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Subrecipient's billing period. Notwithstanding the foregoing, the Subrecipient shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Subrecipient's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Subrecipient's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.
- 13. Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the costs billed by the Subrecipient and shall submit the documentation with the billings, if requested. The Subrecipient shall store and file required documentation in a systematic and consistent manner.
- 14. Questioned Costs:** DHHS may question any billing by the Subrecipient if the billing is not supported by proper documentation.

15. Payment:

- 15.1. Payment to the Subrecipient will be based on allowable costs incurred by the Subrecipient in providing services pursuant to this agreement. The Subrecipient shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Subrecipient shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Subrecipient. The Grantee consents to a follow-up audit and clawback of any state grant funds if an audit shows that such grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.
- 15.2. DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Subrecipient will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by the Subrecipient of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Subrecipient. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Subrecipient. The Subrecipient shall not charge end users electronic payment fees of any kind.
- 15.3. If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Subrecipient for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- 15.4. Upon 30 days written notice, the Subrecipient shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Subrecipient or its subcontractors.

16. Related Party Payments. The Subrecipient shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Subrecipient to Related Parties without prior written consent may be disallowed and require repayment to DHHS. **"Related Parties"** means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.

17. Repayment: Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the Subrecipient. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Subrecipient shall not reduce the level of services required by this agreement.

18. Budget Adjustments: If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Subrecipient. The Subrecipient shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Subrecipient shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Subrecipient may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Subrecipient may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.

19. Excessive Expenditures: If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Subrecipient to refund

the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

- 20. Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon written notice delivered to the Subrecipient, DHHS may immediately terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS 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 agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall reimburse the Subrecipient for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 21. Cost Accounting System:** The Subrecipient shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Subrecipient. The Subrecipient shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- 22. Insurance:**
 - 22.1.** The Subrecipient shall at all times carry and maintain commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 22.2.** If the Subrecipient will use a vehicle in the performance of this agreement, the Subrecipient shall at all times carry and maintain commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this contract whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.
 - 22.3.** The Subrecipient shall provide proof of the CGL insurance policy and other required insurance policies to DHHS within 30 days of contract award. The Subrecipient shall add the State on the certificate of insurance with notice of cancellation.
 - 22.4.** Failure to provide proof of insurance as required will be deemed a material breach of this contract. The Subrecipient's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of this agreement.
- 23. Suspension of Work:** DHHS shall give the Subrecipient written notice should DHHS suspend the Subrecipient's responsibilities under this agreement. The Subrecipient's responsibilities may be reinstated upon advance written notice from DHHS.
- 24. Indemnification:**
 - 24.1.** If the Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
 - 24.2.** If the Subrecipient is a non-governmental entity, the Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Subrecipient shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Subrecipient's performance of this agreement caused by any intentional act or negligence of the Subrecipient, its agents, employees, officers, partners, or subcontractors, without

limitation; provided, however, that the Subrecipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DHHS. The Subrecipient is solely responsible for all payments owed to any subcontractor arising from the Subrecipient's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.

- 24.3.** The parties agree that if there are any limitations of the Subrecipient's liability, including a limitation of liability clause for anyone for whom the Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

25. Intellectual Property Indemnification: The Subrecipient shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or the State 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 the Subrecipient's liability, such limitations of liability will not apply to this section.

26. No Subrogation or Contribution: The Subrecipient has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Subrecipient.

27. Debarment: DHHS may immediately terminate this agreement if DHHS determines that the Subrecipient has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Subrecipient certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Subrecipient shall immediately notify DHHS if the Subrecipient becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

28. Termination and Default:

28.1. Termination for Convenience. DHHS may terminate this agreement without cause, upon 30 days written notice to the Subrecipient. If the Subrecipient terminates this agreement without cause, DHHS may treat the Subrecipient's action as a default under this agreement.

28.2. Termination for Cause. Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Subrecipient's liability for damages.

28.3. Miscellaneous Grounds for Termination. In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Subrecipient's payments or if the Subrecipient becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Subrecipient shall provide DHHS with proof of financial viability upon request.

28.4. Payment After Termination. DHHS shall pay the Subrecipient for the services properly performed under this agreement up to the effective date of the notice of termination. The Subrecipient agrees that in the event of termination, the Subrecipient's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Subrecipient having to terminate other contracts necessarily and appropriately entered into by the Subrecipient pursuant to this agreement.

28.5. Default. Any of the following events will constitute cause for DHHS to declare the Subrecipient in default of this agreement: (i) the Subrecipient's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Subrecipient's material breach of any term or condition of this agreement. If the

Subrecipient defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Subrecipient's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Subrecipient under this agreement, any other current agreement between DHHS and the Subrecipient, or any future payments due the Subrecipient to recover the funds. DHHS shall notify the Subrecipient of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.

29. **Remedies:** In addition to terminating this agreement upon default or breach of the Subrecipient, DHHS 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 the Subrecipient from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Subrecipient for services that do not conform to this agreement.
30. **Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Subrecipient to meet all of the terms and conditions of this agreement.
31. **Performance Evaluation and Remediation:** DHHS may conduct a performance evaluation of the Subrecipient's services, including the Subrecipient's subcontractors. DHHS may make the results of any evaluation available to the Subrecipient. DHHS may make scheduled and announced visits. The Subrecipient shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Subrecipient shall cooperate with all monitoring and audits. DHHS may require remediation. The Subrecipient shall comply with any remediation plan required by DHHS. The Subrecipient's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
32. **Public Information:** The Subrecipient agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Subrecipient of any GRAMA requests.
33. **Publicity:** The Subrecipient shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Subrecipient shall impose this restriction on its subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.
34. **Information Ownership:** Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Subrecipient shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Subrecipient under this agreement. The Subrecipient shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
35. **Information Practices:** The Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"). DHHS may require the Subrecipient to enter into a business associate agreement if applicable. The Subrecipient shall receive or request from DHHS only information about an individual that is necessary to the Subrecipient's performance of its duties and functions. The Subrecipient shall use the information only for purposes of this agreement.
36. **Secure Protection and Handling of State Data:**
 - 36.1. If the Subrecipient is given access to or will be storing State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Subrecipient to ensure that there is no

inappropriate or unauthorized use of State Data. The Subrecipient shall safeguard the confidentiality, integrity, and availability of the State Data. The Subrecipient agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.

- 36.2.** Any and all transmission or exchange of State Data must take place via secure means. The Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Subrecipient agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Subrecipient agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 36.3.** The Subrecipient shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- 36.4.** The Subrecipient shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Subrecipient's attention. The Subrecipient shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 37. Artificial Intelligence:** The Subrecipient shall not use State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from DHHS. The Subrecipient attests that its GAI models use only properly licensed material. The Subrecipient shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Subrecipient's use of GAI. Should the Subrecipient learn that State Data has been used in GAI queries without DHHS permission, the Subrecipient shall immediately notify DHHS. The Subrecipient shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Subrecipient shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 38. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion:** Except for records that must be retained for a longer period under section 42.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Subrecipient shall notify DHHS. The Subrecipient shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 39. Intellectual Property Ownership:** DHHS and the Subrecipient recognize that each has no right, title, or 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 the Subrecipient prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Subrecipient shall transfer any ownership claim to DHHS.

- 40. Equipment Purchase:** The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- 41. Standard of Care:** The services of the Subrecipient and its subcontractors must 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 agreement. The Subrecipient shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 42. Record Keeping, Audits, and Inspections:**
- 42.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
 - 42.2.** The Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for the Subrecipient's performance and the payments made by DHHS to the Subrecipient under this agreement. The Subrecipient shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported to DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Subrecipient agrees to allow, at no additional cost, the State, federal auditors, and DHHS's staff, access to all such records. The Subrecipient shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The Subrecipient shall allow, at no additional cost, the State, federal auditors, and DHHS staff, access to all such records.
 - 42.3.** The Subrecipient shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
 - 42.4.** The Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Subrecipient shall comply with applicable federal cost principles and agreement administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Subrecipient shall send copies of required reports to dhhsfinancialreports@utah.gov.
- 43. Employment Practices:** The Subrecipient shall abide by the following employment laws, as applicable: (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 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that involve the

employment of mechanics or laborers. The Subrecipient further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Subrecipient's employees or persons served.

- 44. Federal Requirements:** The Subrecipient shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.
- 45. Background Screening:** The Subrecipient and any individuals associated with the Subrecipient shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- 46. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient will be working with DHHS clients, the Subrecipient shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Subrecipient shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Subrecipient and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Subrecipient shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 47. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- 48. Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 49. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

- 50. Subawards, Subcontracts and Assignment:** The Subrecipient shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Subrecipient retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Subrecipient agrees to use written subcontracts that conform to federal and State laws. The Subrecipient shall request DHHS approval for any assignment at least 20 days prior to its effective date.
- 51. Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- 52. Severability:** The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
- 53. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
- 54. Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.
- 55. Order of Precedence:** The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) DHHS scope of work; (5) Any other attachments.
- 56. Time is of the Essence:** The Subrecipient shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Subrecipient shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Subrecipient's failure to timely perform the services required under this agreement.
- 57. Dispute Resolution:** DHHS and the Subrecipient shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 58. Prohibited Discriminatory Practices:** The Subrecipient shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- 59. Certification:** As required by 2 CFR 200.415, whenever the Subrecipient applies for funds, requests payment, and submits financial reports regarding federal awards under this agreement, the Subrecipient hereby certifies as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- 60. Entire Agreement:** This agreement 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.

(Revised: 4/15/2025)

ATTACHMENT B
SCOPE OF WORK
Pass Through Agreements

Article 1
PURPOSE

- 1.1 **Purpose.** The Department of Health and Human Services, Division of Aging and Adult Services ("DHHS") has agreements with Area Agencies on Aging ("AAA") to oversee a wide range of functions including advocacy, planning, coordination, inter-agency collaboration, information sharing, monitoring, and evaluation to qualifying individuals residing in the AAA's geographical area, as directed by 45 C.F.R. § 1321 and ACL final rules effective March 15, 2024.

Article 2
DEFINITIONS

- 2.1 **Definitions.** In this agreement, the following definitions apply:

"Administration for Children and Families (ACF)" means an operating division of HHS responsible for promoting the economic and social well-being of families, children, individuals, and communities by providing federal leadership, partnership, and resources for the delivery of human services.

"Administration for Community Living (ACL)" means a federal agency responsible for increasing access to community support and resources for America's aging and disabled populations.

"Alzheimer's Disease and Related Dementias (ADRD)" means a program with a set of initiatives to address the needs of people with dementia, their caregivers, and the professionals who serve them.

"Area Plan" means a comprehensive document approved by DHHS outlining the AAA's strategies and services provided to address the needs of older adults, adults with disabilities, and caregivers within the specific planning and service area.

"Carry-out Meals" means meals provided by a congregate meal site that are taken by participants to eat elsewhere.

"Centers for Medicare and Medicaid Services (CMS)" means an operating division of HHS responsible for providing health coverage through Medicare, Medicaid, the Children's Health Insurance Program, the Health Insurance Marketplace, and works with the health care community to improve quality, equity, and outcomes in the health care system.

"Congregate Meals (CMM)" means meals and nutrition services provided in group settings, presenting opportunities for social engagement, information on healthy aging, meaningful volunteer roles, and contributing to overall health and well-being OAA § 331.

“Corrective Action Plan (CAP)” means a detailed plan of action that is developed to achieve targeted outcomes for resolution of errors identified through the monitoring process. Submitted by the AAA in response to a monitoring finding.

“Data Analysis” means analysis of Findings to identify where and why errors have occurred.

“Defense of Guardianship” means advice to and representation of older individuals at risk of guardianship in favor of less restrictive, more person-direct forms of decisional supports.

“Dietary Guidelines for Americans (DGA)” means guidelines developed by The United States Departments of Health and Human Services (“HHS”) and Agriculture (“USDA”) that advise on what to eat and drink to meet nutrient needs, promote health, and prevent disease.

“Dietary Reference Intake (DRI)” means a set of scientifically developed values used to assess and plan nutrient intake for healthy people that are used by governments, nutrition professionals, and non-governmental organizations to develop nutrition labels, dietary guidelines, and food guides.

“Domestically Produced Foods” means the same as the definition found in 45 C.F.R. § 1322.3.

“Evidence Based Programs (EBP)” means programs for older adults that are research based and have been shown to be effective in promoting health and preventing disease. EBPs are designed to help older adults learn skills to manage their health, including the prevention of falls, managing chronic conditions, being physically active, and managing mental health.

“Finding” means a conclusion or observation made during a monitoring visit, audit, examination, or review of a program, or activity, highlighting areas of concern or operational inadequacies.

“Full Funding Report (FFR)” means a document detailing the complete financial allocation of funds to the AAA for each State fiscal year.

“Grab-and-Go Meals” means pre-prepared food items that are packaged and ready to be eaten immediately.

“Greatest Economic Need (GEN)” means the same as the definition found in 45 C.F.R. § 1321.3.

“Greatest Social Need (GSN)” means the same as the definition found in 45 C.F.R. § 1321.3.

“Home-Delivered Meals (HDM)” means meals and related nutrition services for older adults and their spouses of any age. HDMs primarily target frail, homebound, or isolated individuals aged 60 and over, and may also extend to their caregivers and individuals with disabilities OAA § 336.

“Home and Community-Based/Alternatives Services (ALM)” means -The Alternatives Program that serves individuals 18 years of age and older who meet low income/asset requirements and individuals with physical or mental disabilities who are provided an array of services enabling them to live in their own homes.

“Long-Term Care Ombudsman (LTCO)” means a representative who seeks the resolution of problems and advocates for the rights of residents of long-term care facilities to ensure and enhance the quality of life and care of residents.

“Medicare Improvements for Patients and Providers Act Reimbursement (MIPPA)” means programs that help Medicare beneficiaries with limited income and assets learn about programs that may save them money on their Medicare costs.

“Modified Meal” means a meal that has been adapted to meet the needs of someone with a specific chronic condition.

“Nutrition Services Incentive Program (NSIP)” means grants provided to states, territories, and eligible tribal organizations to support the OAA congregate and home-delivered nutrition programs by providing incentives including cash, commodities, or a combination of cash and commodities, to serve more meals, as defined by 45 C.F.R. § 1321.3.

“Older Americans Reauthorization Act of 2024 (OAA)” means the federal act that authorizes service programs to help older adults over age 60 remain at home for as long as possible, promote the rights of older adults, and advocate for individuals living in long-term care facilities.

“Oral Nutrition Supplements (ONS)” means a liquid, powder, or semi-solid nutrients for people who are unable to meet their nutritional needs through food alone and are used in acute and community health settings for the purpose of assisting people with poor appetites, reduced food intake, increased nutritional needs, or poor nutrient absorption due to illness.

“Performance Measure (PM)” means a specific metric used to evaluate the effectiveness of a program, based on data collected through outreach and education activities conducted by the program.

“Program Analysis” means the analysis of Findings to determine the causes of errors in program operations.

“Registered Dietitian Nutritionist (RDN)” means a credentialed healthcare professional who applies evidence-based information about nutrition and diet to contribute to the health and wellness of individuals, groups, and communities.

“State Health Insurance Assistance Program (SHIP)” is a national program offering free one-on-one counseling and assistance to people with Medicare and their families.

“Senior Center” means a community-based facility that provides a range of services and activities for older adults, focusing on social, physical, emotional, and intellectual well-being.

“Senior Medicare Patrol (SMP)” means a program that assists Medicare beneficiaries, their families, and caregivers to prevent, detect, and report suspected health care fraud, errors, and abuse through outreach, counseling, and education and work to resolve beneficiary complaints of potential healthcare fraud in collaboration with State and federal partners.

“State Programs Performance Report (SPR)” means an information system for states to report on participants, services, and funding for OAA programs.

“State Unit on Aging (SUA)” means designated state-level agencies responsible for developing and administering multi-year state plans that advocate for and aid older adults, their families, and adults with disabilities.

“Subcontractor” includes each individual or entity that has an agreement with the AAA to perform contractual work for which the AAA is responsible and also refers to each individual or entity that has an agreement with a Subcontractor when the individual or entity performs any of the Subcontractor's duties.

“Supportive Services (PDS)” means a program that provides access services, in-home services, and legal assistance to help individuals aged 60 and above live independently in their homes and communities.

“United States Department of Health and Human Services (HHS)” means a federal agency created to protect the health of Americans and provide essential human services. HHS oversees ACL, ACF, and CMS.

“Utah Caregiver Support and Respite Care Program (RST)” means a program that provides intermittent and time-limited relief from caregiving responsibilities for caregivers of individuals who are suffering chronic long-term illnesses or conditions.

“Volunteer Risk and Program Management (VRPM)” means policies developed by ACL to support internal program management and enhance the quality, effectiveness, and safety of SMP and SHIP services through the provision of guidance and direction to staff and volunteers.

Article 3 POPULATION SERVED

- 3.1 **Population Served.** The population served varies according to the specific OAA program in operation and includes individuals aged 60 and above with social or economic needs and their spouses, individuals 18 years of age and older who fulfill specific income and asset qualifications, and caregivers of individuals with chronic long-term illnesses or conditions.

Article 4 QUALIFICATIONS

- 4.1 **Qualifications.** The AAA shall:
- (1) have the financial, managerial and institutional capacity to comply with the requirements of this agreement;
 - (2) establish and maintain, programs licensed under Utah Code 26B-2-105, Licensure Requirements; and
 - (3) ensure programs comply with Utah Administrative Code R501-1-16, Health and Human Services, Human Services Program Licensing.

Article 5
SERVICE AND ADMINISTRATION REQUIREMENTS

5.1 **Requirements.** The AAA shall:

- (1) serve as the public advocate for the development or enhancement of comprehensive and coordinated community-based systems of services in each community and service area, and:
 - (A) monitor, evaluate, and comment on policies, programs, hearings, levies, and community actions which affect older individuals and family caregivers;
 - (B) solicit comments from the public on the needs of older individuals and family caregivers;
 - (C) represent the interests of older individuals and family caregivers to local level and executive branch officials, public and private agencies, or organizations;
 - (D) consult with and support the State's LTCO program; and
 - (E) coordinate with public and private organizations, including units of general-purpose local government, to promote new or expanded benefits and opportunities for older individuals and family caregivers;
- (2) undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older individuals and family caregivers with GEN and GSN, with particular attention to low-income minority individuals;
- (3) provide the services identified in its approved Area Plan;
- (4) establish a grievance system for individuals and service applicants;
- (5) notify each client and applicant in writing of their right to file grievances with the AAA for denial of services, program exclusion, or inadequacies or inequities in the programs and services provided;
- (6) establish and maintain a tracking system that identifies the nature and outcome of each grievance;
- (7) notify the client or applicant that they may contact DHHS in writing to resolve a grievance denied by the AAA or when the AAA does not respond to a grievance in a timely fashion;
- (8) provide current contact information and throughout the duration of the AAA's record retention responsibilities to the DHHS representative;

- (9) notify DHHS of changes to the contact information for the individual authorized to receive legal and other notices regarding the grant which must include:
 - (A) telephone number;
 - (B) email address; and
 - (C) street address;
- (10) provide Utah 211 with information about the AAA's services in a form determined by Utah 211;
- (11) develop and enforce policies and procedures in compliance with DHHS policies and procedures, including those required under 45 C.F.R. § 1321.9;
- (12) ensure policies and procedures address how the AAA will monitor the programmatic and fiscal performance of all programs, Subcontractors, and activities for quality and effectiveness;
- (13) compose an advisory council as required by 45 C.F.R. § 1321.63, with individuals and representatives from community organizations that operate within the AAA planning and service areas, that will help develop community-based systems of services targeting those in GEN and GSN;
- (14) implement written policies and procedures regarding actual and perceived conflicts of interest in accordance with 45 C.F.R. § 1321.47;
- (15) ensure policies are safeguarded against conflicts of interest of its representatives, employees, Subcontractors, volunteers, governing board members, advisory council members, and grant awardees;
- (16) ensure a conflict-of-interest disclosure statement is submitted by employees, Subcontractors, and volunteers upon hire and annually thereafter;
- (17) ensure all existing, potential, or contemplated conflicts of interest are disclosed;
- (18) ensure policies describe how potential or existing conflicts of interest will be identified, removed, or remedied;
- (19) review annually all disclosure statements and its own operations to reasonably assure DHHS that the AAA avoids prohibited conflicts of interest;
- (20) maintain disclosure statements in its personnel files for employees, Subcontractors, and volunteers;

- (21) employ staff trained on certification and disclosure requirements and laws governing conflicts of interest;
- (22) continually and promptly review updated disclosure statements and submit a copy to DHHS whenever an existing or potential conflict of interest is disclosed;
- (23) establish and annually review emergency management plans that allow the AAA to continue to operate during short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business, according to 45 C.F.R. § 1321.97;
- (24) ensure emergency plans include;
 - (A) method for continuity of operations;
 - (B) emergency response approach based on completed risk assessments for all-hazards, environmental or human-made conditions that could cause injury, illness, death, or damage to property, infrastructure, or equipment;
 - (C) coordination activities for development and implementation of long-range emergency and disaster preparedness;
 - (D) evacuation procedures;
 - (E) temporary or alternate living plans;
 - (F) plans for isolation or quarantine;
 - (G) maintenance, inspection, and replenishment of vital supplies including:
 - (i) food;
 - (ii) water;
 - (iii) clothing;
 - (iv) first-aid supplies;
 - (v) client medications;
 - (vi) infection control supplies; and
 - (vii) hazardous materials protections;
 - (H) communications with AAA staff, governmental agencies, and the families of individuals;
 - (I) transportation;

- (J) recovery and maintenance of client records; and
 - (K) policies and procedures that ensure maintenance of required staffing ratios, address both leave for, and the recall of, AAA's employees unable to work for extended periods due to illness during periods of declared pandemic; and ensure the timely discharge of the AAA's financial obligations, including payroll;
- (25) provide a minimum of annual training for its staff on the emergency plan;
 - (26) upon request, provide DHHS with a copy of the emergency plan;
 - (27) evaluate the emergency plan on at least an annual basis; and
 - (28) coordinate with federal, local, and State emergency response agencies, service providers, relief organizations, local, and state governments, and any other entities responsible for disaster relief service, as well as with Tribal emergency management, according to 45 C.F.R. § 1321.97.

5.2 **Subcontracts.** The AAA shall:

- (1) adhere to and comply with the final guidelines established by HHS regarding contracts and commercial relationships;
- (2) specify in the Area Plan how Subcontractors will be monitored;
- (3) request documentation and justification for all OAA expenditures for review prior to submitting payment to the Subcontractor;
- (4) develop a risk-based monitoring plan that includes:
 - (A) a standardized risk assessment tool to evaluate the risk level of the Subcontractor, and;
 - (B) evaluation of acceptable levels of risk based on the severity of the potential impact and likelihood of occurrence;
- (5) conduct one, or more, monitoring reviews annually, of each Subcontractor to include the following:
 - (A) evaluation of the quality of services being provided;
 - (B) identification of areas for improvement or training of subcontractors to improve outcomes;
 - (C) compliance with contract requirements;

- (D) accountability for state and federal funding;
 - (E) Data Analysis;
 - (F) Program Analysis; and
 - (G) plans to implement CAPs to address non-compliance issues;
- (6) notify DHHS of any CAP plans, measures implemented to prevent future occurrences, and timeframes for resolution;
 - (7) document and verify senior center operations and processes for reporting cash match and program income;
 - (8) maintain a list of current subcontractors and make this list available to DAAS upon request; and
 - (9) include provisions in its subcontracts requiring the Subcontractor to comply with the following:
 - (A) meeting the service needs of those identified as GEN and GSN, with a focus on low-income minority individuals, according to 45 C.F.R. § 1321.79;
 - (B) provisions of this agreement;
 - (C) procurement laws and regulations that apply to the AAA;
 - (D) provisions identified in Utah Code § 26B-6-105 et seq. and Utah Code § 11-13-101 et seq.;
 - (E) provisions of the OAA;
 - (F) financial regulations and policies that apply to the AAA;
 - (G) provisions identified in "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments", (29 C.F.R. Part 97 Subpart A);
 - (H) record retention requirements of this agreement;
 - (I) state auditor guidelines;
 - (J) audits required by state or federal guidelines; and
 - (K) directives issued by DHHS regarding the use and expenditure of state and federal funds received from DHHS, whether directly or indirectly, for the purpose of providing aging programs and services.

5.3 Quality Monitoring Process.

(a) DHHS shall:

- (1) conduct annual program manager site visits to the AAAs and senior centers, focusing on governance and oversight, fiscal management, and compliance with state and federal laws, and the following programs:
 - (A) senior nutrition and preventative health;
 - (B) LTCO;
 - (C) The Alternatives Program;
 - (D) SHIP, MIPPA and SMP;
 - (E) respite care and ADRD; and
 - (F) DAAS legal services developer;
- (2) conduct fiscal monthly desk audits of invoices and an annual fiscal program analysis monitoring on site to verify compliance with HHS grant requirements and DHHS fiscal policies;
- (3) ensure all expenditures adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);
- (4) rank Findings based on significance and priority where the more critical the Finding, the higher the assigned number; and
- (5) conduct follow-up meetings with the AAA to ensure CAP corrections have been implemented in the requested time frame and conduct additional site visits, if needed.

(b) The AAA shall:

- (1) review and cooperate with requirements established by DHHS;
- (2) identify and communicate any factual errors or concerns to DHHS within five working days of receiving an audit completion letter;
- (3) submit a CAP within 30 calendar days addressing the following:
 - (A) deficiencies identified through program and fiscal monitoring;
 - (B) solutions to each Finding and a timeline for correction; and

- (C) identify the root cause of each Finding, to prevent any recurrence;
 - (i) If a CAP or extension request is not submitted within 30 calendar days, DHHS funding will be withheld until submission occurs.
- (4) provide updates and timeline progress reports for the CAP to the DHHS program manager;
- (5) identify and communicate any factual errors or concerns to DHHS regarding Findings within five working days of receiving the audit report.

5.4 Reports and Amendments.

- (a) An FFR issued by DHHS constitutes an amendment to this agreement.
- (b) DHHS may issue FFRs on its own initiative without the consent of the AAA or in response to a request from the AAA.
- (c) FFRs may increase or decrease the funding available to the AAA and may also reference or contain additional federal requirements that apply to specific federal funding.
- (d) Area plans will be considered amended after all proposed changes to the plan have been documented in writing and DHHS has provided written notification to the AAA confirming approval of those changes.
- (e) DHHS may issue a plan of correction amendment to the AAA if the agreement requirements are not met.

Article 6 PROGRAM REQUIREMENTS

6.1 **ALM.** The AAA shall:

- (1) submit a waiver and receive approval from the AAA supervisor and DHHS program manager if a client's expenses exceed \$750.00 per month;
- (2) ensure funds allocated by DHHS from State general funds for the ALM program are used only for costs incurred in State-supported home care programs, including:
- (3) ensuring up to 25 percent of total program expenditures for the fiscal year will be allowable for administrative costs for each program;
- (4) ensure reallocated dollars are used for service costs which include case management;

- (5) maintain that up to ten percent of the fees and collections received during the fiscal year may be carried over into the next fiscal year and must be expended during the first quarter of the new fiscal year for individuals receiving in-home support services; and
- (6) ensure all fees and collections be considered program revenue and reported as a separate line item on the DHHS quarterly reports.

6.2 **ADRD.** The AAA shall:

- (1) use ADRD funding towards the following:
 - (A) staff time on dementia projects;
 - (B) licensing fees and materials for dementia education programs;
 - (C) advertisements for education classes or events that can be linked to dementia;
 - (D) purchase of items and materials for people living with dementia and their caregivers; and
 - (E) purchases that can be linked directly to dementia;
- (2) contact the DHHS program manager for inquiries related to the utilization of ADRD funds; and
- (3) complete quarterly surveys for support groups, education, and engagement as requested by the DHHS program manager.

6.3 **RST.** The AAA shall:

- (1) provide the following caregiver supports in their service area:
 - (A) information to family caregivers about available services via public education;
 - (B) assistance to family caregivers in gaining access to the services through:
 - (i) individual information and assistance; or
 - (ii) case management or care coordination;
 - (C) individual counseling or care consultation, organization of support groups, and caregiver training to assist family caregivers in areas they provide support, including health, nutrition, complex medical care, and financial literacy, and in making decisions and solving problems relating to their caregiving roles;
 - (D) respite care to enable family caregivers to be temporarily relieved from their caregiving responsibilities; and

- (E) supplemental services, on a limited basis, to complement the care provided by family caregivers;
- (2) coordinate activities with other community agencies and voluntary organizations providing services to caregivers in order to reduce duplication of services and maximize the funding available to include:
 - (A) coordination of Title III, part B services under OAA § 321;
 - (B) coordination of Title III, part D services under OAA § 361; and
 - (C) coordination of Title VI, part C services under OAA § 631 "Caregiver Support Services for Native Americans, Alaskan Natives, and Native Hawaiians" where applicable, in order to address the comprehensive needs of Native American elders and family caregivers by:
 - (i) providing outreach to Tribal elders and family caregivers regarding services for which they may be eligible under OAA Title III and Title VI;
 - (ii) making communication opportunities available to OAA Title VI programs, to include meetings, email distribution lists, and presentations;
 - (iii) collaborating on and sharing of program information and changes, including coordinating with service providers where applicable;
 - (iv) referring individuals between OAA Title VI programs and Title III services;
 - (v) providing services in a culturally appropriate and trauma-informed manner; and
 - (vi) providing opportunities to serve on advisory councils, workgroups, and boards;
- (3) use DHHS approved intake and assessment forms provided by the DHHS Program Manager to determine eligibility for respite and supplemental services;
- (4) submit program data for the SPR;
- (5) submit a waiver and receive approval from the AAA supervisor and the DHHS Program Manager when:
 - (A) an expense spent on a client exceeds their allotted respite or supplemental services amount; and
 - (B) a client receives respite services that is extended beyond their allotted timeframe;

- (6) ensure funds allocated for the caregiver support program are used only for costs incurred within that program; and
- (7) ensure no more than ten percent of the fees and collections received during the fiscal year are carried over into the next fiscal year and must be expended during the first quarter of the new fiscal year for individuals receiving in-home support services.

6.4 Senior Nutrition.

- (a) **Nutrition Services General Requirements.** The AAA shall:
 - (1) ensure eligible individuals under the OAA have the opportunity to voluntarily and anonymously contribute to the cost of a provided meal service, (Utah Administrative Code R510-104);
 - (2) ensure eligibility is not assessed by means testing;
 - (3) ensure funds designated to support HDM and CMM programs are not used for administrative costs;
 - (4) ensure meals are served by organizations that hold a grant or contract with a SUA or AAA;
 - (5) ensure meals are not restricted by delivery type and include:
 - (A) CMM;
 - (B) HDM;
 - (C) Grab-and-Go Meals;
 - (D) restaurant;
 - (E) food truck; or
 - (F) other innovative delivery models;
 - (6) ensure meals provided through a nutrition program meet the following requirements:
 - (A) approved by an RDN; and
 - (B) comply with one-third of population specific DGAs and DRIs;

- (7) ensure compliance is assessed and documented for meals served by a nutrition provider using DHHS approved software for meal tracking and nutrient analysis;
 - (8) require nutrition providers to supply nutrition sites and the AAA with approved menus for meals including the following:
 - (A) menus must be evaluated and approved to ensure compliance with DGAs and DRIs by an RDN, or other individual with equivalent education and training in nutrition science;
 - (B) any changes to the menu requirements must be recorded and communicated to the DHHS Program Manager; and
 - (C) Modified Meals may be provided when necessary;
 - (9) ensure nutrition providers meet applicable federal, state, and local requirements and regulations, where at least one person per shift must have a food service certification in applied food service sanitation issued by a nationally recognized program and approved by DHHS;
 - (10) utilize OAA Title III part C-1 and C-2 funding to provide individuals with the knowledge and skills to make healthy food and beverage choices (45 C.F.R. § 1321.87) through the following services:
 - (A) nutrition education must be based on the needs of participants and offered at least semi-annually;
 - (B) nutrition counseling must be provided, as appropriate, based on the needs of meal participants, the availability of resources, and the expertise of an RDN;
 - (C) counseling must align with the Academy of Nutrition and Dietetics, an organization of food and nutrition professionals; and
 - (D) additional nutrition services may be provided to meet eligible participants' nutritional needs or preferences such as weighted utensils, supplemental foods, ONS or groceries, and shall not duplicate other federally funded services; and
 - (11) establish policies and procedures set forth in 45 C.F.R. § 1321.69 that describe how the AAA and its service providers will coordinate OAA Title III and Title VI programs:
 - (A) nutrition services available under OAA Title VI are intended to be comparable to services available under OAA Title III.
- (b) **CMM.** The AAA shall:
- (1) ensure CMM are provided by qualified nutrition service providers to eligible individuals, while congregating in-person or virtually, with the exception of Grab-and-Go Meals;

- (2) ensure Grab-and-Go Meals are only used to complement the CMM program in the following circumstances:
 - (A) during disaster/emergency situations;
 - (B) occasional need; and
 - (C) regular need based on individual assessment when targeting services to GEN and GSN;
- (3) ensure no more than 25 percent of Title III C-1 funds available after all transfers are complete as set forth in 45 C.F.R. § 1321.9(c)(2)(iii) are used for shelf-stable meals; pick-up meals; Carry-out Meals; drive-through meals; and other similar meal types;
- (4) ensure actual meal costs and suggested contribution amounts are posted at congregate meal sites; (Utah Administrative Code R510-104); and
- (5) establish and implement a process to protect the privacy of a client's cost contribution decision (Utah Administrative Code R510-104).

(c) **HDM.** The AAA shall:

- (1) ensure home delivered meals are provided to eligible individuals by qualified nutrition service providers;
- (2) ensure, in addition to the eligibility criteria described in Utah Administrative Code R510-104-4, individuals are determined to be homebound, or unable to leave their home without assistance due to a disabling physical, emotional, or environmental condition (Utah Code R510-104-13);
- (3) use HDM funding towards meals consumed at a client's residence or otherwise outside of a congregate setting where home delivered meals are provided via home delivery, carry-out, drive through, or similar meal service;
- (4) give preference when selecting HDM nutrition providers to those demonstrating the ability to deliver meals efficiently and effectively and the ability to solicit voluntary support; and
- (5) meet the following requirements as outlined in Utah Administrative Code R510-104:
 - (A) ONS may be provided when an individual's ability to tolerate or digest solid food is limited, and based on a recommendation for an RDN, RN, or physician;
 - (B) ONS may not be purchased with NSIP funds;

(C) ONS shall be used as a first meal only; and

(D) clients may not receive more than a one-month supply of ONS at a time.

(d) **NSIP Cash-in-Lieu.** The AAA shall:

(1) use NSIP funds to purchase Domestically Produced Foods that are part of a meal;

(2) ensure NSIP funds are used on the following;

(A) raw food ingredients only;

(B) domestically produced milk and bread;

(C) local protein foods including beef, chicken, fish, eggs, and cheese; and

(D) local produce;

(3) collaborate with Subcontractors to confirm the origin of products is verifiable on food labels and ensure lot numbers and product origins are documented prior to utilizing NSIP funds;

(A) if the source of the food cannot be verified as domestically sourced, NSIP funds cannot be used; and

(B) NSIP funds cannot be used to purchase premade food or premade meals.

6.5 **Health Promotion.** The AAA shall utilize Title IIID funds for:

(1) EBP and community-based interventions proven to improve health and well-being and reduce the risk of injury, disease, or disability among older adults (45 C.F.R. § 1321.89); and

(2) reasonable, allowable, and allocable expenses necessary for the direct provision of EBP prevention and health promotion services including:

(A) information technology systems devices such as laptop or tablet computers and smartphones;

(B) program licensing fees;

(C) program materials and supplies; and

(D) training of staff and volunteers.

6.6 **LTCO.** The AAA Local Ombudsman entities shall:

(1) adhere to the program policies and procedures as directed by the Office of the State Long-Term Care Ombudsman per 45 C.F.R. §§1324.1-1324.21;

- (2) adhere to OAA 306(a)(9) by ensuring the total funds allocated under this Act are fully utilized, matching the amount spent by the AAA in federal fiscal year 2019; and
- (3) ensure expenditures enhance any federal, State, or local funds utilized by the AAA for the provision of Ombudsman services.

6.7 PDS. The AAA shall:

- (1) meet the required minimum percentage of OAA Title IIIB and State service funds to procure legal assistance for older adults according to 45 C.F.R. § 1321.93, for the following categories of service:
 - (A) eight percent for access services including transportation, outreach, information and assistance;
 - (B) eight percent for in-home services including homemaker assistance, personal care, chore maintenance, and visits; and
 - (C) two percent for legal assistance;
- (2) select and procure legal assistance providers that meet the following qualifications:
 - (A) retain staff with expertise in areas of the law affecting older individuals, especially those with economic or social need;
 - (B) expertise in laws that relate to income and public entitlement benefits, health care, long-term care, nutrition, consumer law, housing, utilities, protective services, abuse, neglect, age discrimination, and Defense of Guardianship;
 - (C) provide effective administrative and judicial advocacy in the areas of the law affecting older adults, especially those with GEN or GSN;
 - (D) support other advocacy efforts, including requiring a memorandum of agreement between the LTCO and legal assistance providers as required by OAA § 712(h)(8); and
 - (E) effectively provide legal assistance to older individuals residing in congregate residential long-term settings, or who are isolated or restricted to their homes due to cognitive or physical limitations.

6.8 Medicare Services.

(a) **SHIP.** The AAA shall:

- (1) employ a SHIP coordinator responsible for tracking local SHIP efforts, entering data in the HHS data system and submitting progress reports. The SHIP coordinator shall:

- (A) train new staff and volunteers with the help of the state director;
 - (B) participate in monthly SHIP coordinator meetings;
 - (C) attend the annual DHHS SHIP coordinator conference;
 - (D) complete quarterly surveys for group outreach events;
 - (E) participate in quarterly check-ins with the DHHS Program Manager to discuss progress toward goals;
 - (F) submit program data using the HHS data system by the 15th of each month;
 - (G) send PM reports by the 15th of each month; and
 - (H) work with the DHHS Program Manager to ensure all staff participating in SHIP activities are in the HHS data system and that their user information is updated;
- (2) ensure sufficient staff and volunteers are available to assist Medicare beneficiaries with the following:
- (A) answering general Medicare questions;
 - (B) assisting with Medicare enrollment, including original Medicare parts A and B, Part D drug plans and Advantage plans; and
 - (C) explaining the process for filing a complaint or appeal;
- (3) use the national SHIP name and logo on all SHIP publications and products;
- (4) include the following disclaimer on all SHIP public information materials:
- (A) This [project/publication/program/website, etc.] [is/was] supported by the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HHS, or the U.S. government;
- (5) require all SHIP staff, volunteers, and counselors to complete required initial and updated training for their position;
- (6) establish or nurture ongoing relationships with community partners to enhance the reach of SHIP to more beneficiaries;
- (7) collect data related to the cost changes as a result of enrollment in Medicare Part D and Medicare Advantage plans available through the Medicare Plan Finder, including all supporting documentation;

- (8) progress towards a three percent penetration rate for the following PMs:
- (A) PM1 Client Contacts. Percentage of total one-on-one client contacts (in-person office, in-person home, telephone call durations, and contacts by e-mail, postal mail, or fax) per Medicare beneficiaries in the State;
 - (B) PM2 Outreach Contacts. Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State;
 - (C) PM3 Contacts with Medicare Beneficiaries Under 65. Percentage of contacts with Medicare beneficiaries under the age of 65 in the State;
 - (D) PM4 Hard-to-Reach Contacts. Percentage of low-income, rural, and non-native English contacts per total hard-to-reach Medicare beneficiaries in the State. This PM is based on the number of contacts made with any of the designated hard-to-reach populations divided by the total number of beneficiaries in that population where Hard-to-reach populations include:
 - (i) low-income beneficiaries: all contacts with beneficiaries whose income is below 150% of the federal poverty level;
 - (ii) rural beneficiaries: all contacts with beneficiaries that live in areas with a population fewer than 50,000 as designated by the Office of Management and Budget; and
 - (iii) non-native English-speaking beneficiaries: all contacts with beneficiaries where English is not the beneficiary's first language as indicated on the client contact form. Beneficiaries can self-select, or the counselor can reasonably conclude that the client is not fluent in understanding, speaking, reading, or writing the English language; and
 - (E) PM5 Enrollment Contacts. Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State; and
- (9) submit additional reports as requested by the DHHS Program Manager.
- (b) **MIPPA.** The AAA shall:
- (1) use MIPPA funds for outreach, education, and one-on-one application assistance;
 - (2) progress towards a three percent penetration rate for the following MIPPA PMs:
 - (A) PM1 Overall MIPPA Contacts. Percentage of total beneficiary contact forms per Medicare beneficiaries under 150% of the federal poverty in the State;

- (B) PM2 Overall Persons Reached through Outreach. Total number of people reached as reported on group outreach and education forms;
 - (C) PM3 MIPPA Target Populations. Total number of beneficiary contact forms by target beneficiary groups (Under 65, Rural, Native American, English as a Secondary Language); and
 - (D) PM4 Contacts with Applications Submitted. The percentage of MIPPA contacts that resulted in a submitted application, calculated by the total number of contacts with submitted applications, divided by the total number of MIPPA contacts reported in PM1;
- (3) ensure SHIP counselors screen all beneficiaries for eligibility for low-income subsidy and Medicare savings programs;
- (4) submit program data using HHS data system by the 15th of each month;
- (5) submit all semi-annual and grant end reports as requested by the DHHS Program Manager; and
- (6) submit costs incurred by September 29th to be reimbursed with MIPPA funds to daasbilling@utah.gov by October 20th. Any costs incurred after September 29th will not be eligible for reimbursement.
- (c) **SMP.** The AAA shall:
 - (1) provide group education and one-on-one assistance to Medicare beneficiaries. One-on-one assistance can be in-person, over the phone, on the internet, via postal mail, or through email;
 - (2) provide in-person group education sessions to teach beneficiaries to prevent, detect, and report Medicare fraud, errors and abuse;
 - (3) develop and maintain a partnership network to deliver SMP services;
 - (4) use media and other outreach plans to reach underserved or hard to reach populations;
 - (5) recruit, train, and retain a sufficient and effective workforce to provide high quality education and inquiry resolution;
 - (6) ensure all SMP staff and volunteers receive training on the following topics:
 - (A) the mission and function of the SMP Program;
 - (B) Medicare basics;

- (C) healthcare fraud, errors and abuse; and
- (D) effective skills in conducting educational presentations and outreach;
- (7) implement the SMPs VRPM policies developed by HHS;
- (8) document and progress towards improving the following PMs:
 - (A) PM1. Total number of active SMP team members;
 - (B) PM2. Total number of SMP team member hours;
 - (C) PM3. Number of group outreach and education events;
 - (D) PM4. Estimated number of people reached through outreach and education events;
 - (E) PM5. Number of individual interactions with or on behalf of, a beneficiary;
 - (F) PM6. Cost avoidance on behalf of Medicare, Medicaid, beneficiaries, or others;
 - (G) PM7. Expected Medicare recoveries;
 - (H) PM8. Additional expected Medicare recoveries;
 - (I) PM9. Expected Medicaid recoveries;
 - (J) PM10. Additional expected Medicaid recoveries;
 - (K) PM11. Actual savings to beneficiaries; and
 - (L) PM12. Additional savings;
- (9) submit program data using HHS data system by the 15th of each month; and
- (10) submit all semi-annual and grant end reports at the request of the DHHS Program Manager.

Article 7 RECORD KEEPING RESPONSIBILITIES

7.1 **Record Keeping.** The AAA shall:

- (1) maintain records that include:
 - (A) client names;
 - (B) services provided;

- (C) service provider names;
 - (D) the amount charged for each service;
 - (E) client individualized treatment objectives;
 - (F) the integrated program of therapies, activities, and experiences used to assess the client's needs;
 - (G) measures taken to evaluate how the treatment objectives are met;
 - (H) assessments;
 - (I) applications;
 - (J) determination of client eligibility;
 - (K) the provision of services;
 - (L) treatment;
 - (M) statistics;
 - (N) fiscal operations; and
 - (O) any other records necessary for complying with the reporting and accountability requirements of this agreement and federal awards;
- (2) implement one of the following options if the AAA discontinues its programs or ceases to provide services:
- (A) transfer the client records to a successor agency or entity that has entered into an agreement with DHHS to provide the services formerly provided by the AAA;
 - (B) deliver the client records to an office within the AAA's organization and provide DHHS with continuing immediate access to the records;
 - (C) deliver the client records to DHHS, with the prior written consent of DHHS, which may be withheld for any reason; and
 - (D) notify DHHS in writing at least 90 days before it ceases to provide services;
- (3) maintain all documentation supporting administrative services costs invoiced to DHHS and submit billing documentation when requested; and
- (4) notify the client or the client's legal guardian of data loss within 24 hours of its discovery.

Article 8
REPORTING REQUIREMENTS

8.1 **Reports and Amendments.** The AAA shall:

- (1) provide outcome system data information and information system data on a quarterly basis to the DHHS Program Manager;
- (2) cooperate with DHHS requests for special studies or research;
- (3) differentiate administrative costs from program costs;
- (4) ensure personnel with administrative and program duties, or personnel who have duties related to multiple programs, allocate their time to each program as appropriate and maintain time sheets or other comparable supporting documentation detailing the time spent in each program;
- (5) ensure costs are allocated to the applicable program when supporting more than one program;
- (6) submit an extension request to dhhsfinancialreports@utah.gov when needed; and
- (7) ensure requests for extensions include:
 - (A) the requested length of extension;
 - (B) justification for the requested extension; and
 - (C) name, phone number, and email address of the person requesting the extension.

8.2 DHHS shall:

- (1) issue FFRs on its own initiative without the consent of the AAA, or in response to a request from the AAA;
- (2) issue FFRs which constitutes an amendment to this agreement;
- (3) issue FFRs to increase or decrease the funding available to the AAA and provide reference or additional federal requirements that apply to specific federal funding provided;
- (4) reallocate funds if the AAA does not expend their contracted budgets by the end of the fiscal year;

- (5) distribute reallocated funds to the agencies that meet the expenditure levels utilizing the funding formula; and
- (6) ensure reallocated funds are expended in the category they were originally designated.

Article 9 OUTCOMES

- 9.1 **Outcomes.** The desired outcomes are the continuation of services and support needed for the State's older adults to lead independent, meaningful, healthy, and dignified lives in their own homes and communities (C.F.R. § 1321.55). AAAs will be provided with the resources required to facilitate outreach, information and assistance for services and benefits, care management, transportation, meals, nutrition counseling and education, home and community-based services, disease prevention, health promotion, and protection of elder rights for older adults and their families.
- 9.2 **Outcome Measurements.** DHHS may monitor the AAA's performance through annual, scheduled, and unannounced monitoring visits and customer satisfaction surveys to ensure services are appropriate for the clients served. Each program is monitored by a DHHS Program Manager and performance objectives and required reporting are used to determine the effectiveness and success of its services and programs. The AAA shall develop, implement, and maintain policies, procedures, and an internal quality management system that evaluates the AAA's programs and establishes a system of self-correcting feedback that may be externally validated by DHHS.

Article 10 PAYMENT TERMS AND BILLING INFORMATION

- 10.1 **Funding.**
 - (a) DHHS shall notify the AAA of its annual funding allocation, changes to funding, and sources of funding in the FFR. Funding is determined each fiscal year of the agreement period and may vary from year to year based on a number of factors, including;
 - (1) the specific services purchased from the AAA;
 - (2) the frequency with which the AAA provides the services; and
 - (3) the eligibility of the clients served by the AAA.
 - (b) The AAA's receipt of its annual funding allocation is conditioned upon the AAA having an Area Plan in accordance with Utah Code §26B-6-104, for the corresponding fiscal year on file with DHHS. If the AAA does not have an Area Plan on file with DHHS at the commencement of any fiscal year covered by this agreement period, its funding allocation will be withheld and DHHS may withhold and deny reimbursement for services provided by the AAA during that fiscal year until such time as the AAA has an Area Plan on file with DHHS.

- (c) Area Plans will be considered amended only after all proposed changes to the plan have been documented in writing, and DHHS has provided written notification to the AAA confirming approval of those changes.
- (d) Any amount of additional funding allocated to the AAA and any federal requirements or restriction will be addressed in the FFR and will require an amendment to the Area Plan or this agreement. Funds must be used only for the purposes stated in this agreement and the AAA's Area Plan for the corresponding period.
- (e) If the AAA fails to expend the full amount of its annual funding allocation by June 30th of the fiscal year for which the allocation was made, the unexpended portion of the allocation will lapse, and the AAA will have no further claim to it.
- (f) The AAA shall not obtain duplicate recovery from both DHHS and any other source for services provided pursuant to this agreement. If the AAA obtains funds from both DHHS and another source for services provided under this agreement, the AAA shall reimburse DHHS for the full amount of the recovery and if the amount of the recovery is greater than the amount the AAA received from DHHS, the AAA shall reimburse DHHS for the amount received from DHHS.
- (g) The AAA shall provide the match amounts required in the FFR for each fiscal year covered by this agreement. The federal match must comply with the provisions of 45 C.F.R. § 75.306, be provided during the same funding period as the subaward and come from non-federal sources. The federal subaward information will be provided to the AAA annually in the Federal Funding Accountability and Transparency Act Letter.
- (h) DHHS may withhold any or all subsequent payments under this or other agreements with the AAA until DHHS fully recoups any amounts paid to the AAA that were not eligible for reimbursement and withhold funds from the AAA for the following:
 - (1) grant agreement non-compliance;
 - (2) failure to comply with DHHS directives regarding the use of public funds, misuse of public funds, or
 - (3) failure to comply with state and federal law or policy in the AAA's subcontracts with private providers.
- (i) If a Finding or judicial determination is made that the AAA or its Subcontractor misused public funds, DHHS may also withhold funds otherwise allocated to the AAA to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the AAA's or the Subcontractor's expenditure of public funds with the following conditions:
 - (1) DHHS shall give the AAA prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the AAA must take to bring about the release of any amounts withheld; and

- (2) if an independent CPA audit or a fiscal review by DHHS determines that DHHS has over-paid the AAA for services under this agreement because the AAA's expenditures were not authorized or allowed pursuant to this agreement, or because the AAA's expenditures are inadequately documented, the AAA shall immediately refund such payments to DHHS upon written request.
- (j) The AAA guarantees that the amounts it charges for services will not be higher than the amounts the AAA charges for comparable services and shall not charge individuals for any services except as expressly authorized in the division directives.

10.2 **Payments.**

- (a) Payments made to the AAA will be the AAA's total compensation for services provided.
- (b) Payments to the AAA during any given fiscal year shall not exceed the maximum amount of funding allocated to the AAA for that fiscal year except for funds which may be carried over from one fiscal year to the next pursuant to Utah Administrative Code, R510-101.
- (c) DHHS shall pay the AAA no more than the total line-item allocation stated for each service category identified in the FFR for the applicable fiscal year.
- (d) DHHS shall pay the AAA only for services that:
 - (1) comply with the AAA's Area Plan;
 - (2) are allowable under federal cost principles;
 - (3) are properly allocated;
 - (4) are supported by adequate documentation of actual costs incurred; and
 - (5) comply with HHS rules, located on federalregister.gov.

10.3 **Fiscal Performance.** The AAA shall:

- (1) utilize the monthly progress report issued by DHHS to assess the alignment of budgeted expenses with current period and year-to-date progress;
- (2) provide a report outlining future expenditure projections and strategies to address any delay to the established schedule to the DHHS Program Manager;
- (3) submit itemized monthly invoices using the DHHS invoice form, for authorized services to Daasbilling@utah.gov with the following information:
 - (A) payment address, phone number, and signature;

- (B) grant agreement number;
 - (C) uniquely identifiable invoice number;
 - (D) invoice date;
 - (E) invoice amount; and
 - (F) supporting documentation for all expenditures;
- (4) submit monthly financial expenditure reports with each invoice providing a comprehensive breakdown of the AAAs' purchases and the methodology for their calculations;
 - (5) submit quarterly reports to Daasbilling@utah.gov with the monthly invoices, within 20 days following the conclusion of the respective billing period; and
 - (6) ensure it is enrolled in the EFT system by submitting a completed form FI 171 and W-9 form to fvendord@utah.gov. Failure to enroll in the EFT system will result in a delay of all payments.

10.4 DHHS shall:

- (1) review financial expenditure reports for their reasonableness and reconcile them with the DHHS general ledger for service codes;
- (2) not process invoices that lack accompanying quarterly reports;
- (3) reject and return invoices to the AAA for further completion if they are not submitted on the designated invoice form, lack the necessary information or supporting documentation, or are submitted after the specified deadlines; and
- (4) process payments to the AAA via the state's Division of Finance EFT system.