



MAG

Expert Resources. Enriching Lives.

CONTRACT FOR SERVICES PROVIDED BY:

Santaquin Senior Center

for

MAG's Meals on Wheels Congregate Meal Program

FISCAL YEARS 2025-2027

(July 1, 2024 - June 30, 2027)

CONTRACT FOR SERVICES PROVIDED BY SENIOR CENTER

1. **CONTRACTING PARTIES:** This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Santaquin City Corporation, ~~275 W. Main,~~ *1105 Center*, Santaquin, Utah 84655, referred to as CONTRACTOR.
2. **PURPOSE AND SCOPE OF CONTRACT:** To provide access and nutrition services to individuals 60 years of age and older (including spouses of any age of such individuals) as described in Part II.
3. **CONTRACT PERIOD:** This Contract is effective as of July 1, 2024 and terminates on June 30, 2027, unless terminated sooner in accordance with the terms and conditions of this Contract.
4. **PART I:** General Provisions
5. **PART II:** Description of Services and Additional Conditions
6. **PART III:** Contract Costs, Billing, and Payment Information
7. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All documents specified in this Contract and its attachments; MAG's Meals on Wheels Congregate Program Manual
 - B. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is responsible for familiarizing itself with these laws and procedures and complying with them.
9. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.

PART I - GENERAL PROVISIONS

1. PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY:

A. **Contractor and the Utah Governmental Immunity Act:** Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and DHHS/MAG are each only responsible and liable for the wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a Subcontractor, that Subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the Subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.

B. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

Indemnification by the Contractor and Subcontractor: The Contractor (and where applicable, the Subcontractor) shall defend, hold harmless and indemnify DHHS/MAG and their respective employees, agents, volunteers and invitees from and against all claims resulting from Contractor's (and where applicable, Subcontractor's) negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

The Contractor shall provide MAG with a copy of its liability insurance, and shall add MAG as an additional named insured under such policy.

2. **WORKERS COMPENSATION ACT:** The Contractor and its Subcontractors shall comply with the Utah Workers Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide Workers Compensation coverage for their employees.

The Contractor will provide MAG with a copy of the insurance as well as provide MAG with a copy of its Subcontractors' Workers Compensation Insurance.

3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. The Contractor represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually and shall modify that plan as appropriate.

4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, MAG may terminate this Contract immediately.

5. **COMPLIANCE WITH DHHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHHS' Provider Code of Conduct. The DHHS Provider Code of Conduct may be found at the following website: <https://public.powerdms.com/UTAHDHHS/tree/documents/1320951>

6. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The purpose of this Section is to assure that the goods and services provided to MAG under this Contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential Subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.
7. **MONITORING AND REPORTING REQUIREMENTS FOR CONFLICT OF INTEREST:**
 - A. The Contractor certifies by signing this contract that the goods to be provided are of a commercially reasonable level of quality and cost and the Contractor's employment or relationship with MAG, the State of Utah, or anyone else is not improper or gives the appearance of being improper.
 - B. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth \$2,000.00 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.
8. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall retain all records related to this Contract in accordance with the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this Contract for a four-year period and destroy.
 - A. **Access Rights to Contract-Related Records:** The Contractor acknowledges that DHHS/MAG reserves the right to inspect all records relating to this Contract, and the Contractor shall not do anything to limit or interfere with DHHS/MAG's access rights, except as expressly provided by law. Physical security measures must be made to maintain confidentiality of records, such as a locked cabinet and only accessible by authorized personnel.
 - B. **Disclosure of Record:** Disclosure of records is subject to federal law or other provisions of state law. Records requests for information pertaining to the contract or documentation must comply with Utah Code 63G-2-107. DHHS/MAG and the Contractor acknowledge, however, that entities other than DHHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.
 - C. **Retention of Records:** The Contractor shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the four-year period as defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract". Digital copies of the record may be sufficient for records retention with approval from MAG Aging GRAMA Officer with prior written consent. MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.
 - D. **Method for Destruction of Client Records:** If the Contractor maintains any client records under this Contract, and if this Contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.
10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this Contract unless such access is expressly prohibited by state or federal law. The

Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws. Therefore, upon receiving a request for records or information from any individual or entity other than DHHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental Subcontractors and any Contractor or governmental Subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHHS/MAG before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHHS/MAG, and allow DHHS/MAG to respond directly to the records request.

11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) and Annual Health Department Reports for audit review and inspection.
12. **MONITORING OF CONTRACTOR'S PERFORMANCE:** MAG shall have the right to monitor the Contractor's performance of all services under this Contract. Monitoring of the Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this Contract. Performance monitoring may include both announced and unannounced visits. Notwithstanding this provision, Contractor retains the right to control the manner in which Contractor's work is performed.
13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this Contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.
14. **CONTRACT TERMINATION:**
 - A. **Right to Terminate Upon Thirty Days Notice:** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days' written notice.
 - B. **Immediate Termination:** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows MAG to terminate the Contract immediately for a violation of that provision, MAG may terminate this Contract immediately by notifying the Contractor in writing.
 - C. **Cooperative Efforts to Protect the Clients:** If either party elects to terminate this Contract, both parties will use their best efforts to provide uninterrupted client services.
 - D. **Processing Payments and Records Access After Termination:** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).
 - E. **Attorneys' Fees and Costs:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - F. **Remedies for Contractor's Violation:** The Contractor acknowledges that if the Contractor violates the terms of this Contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including monetary damages, injunctive relief and debarment as allowed by state and federal law.

PART II: DESCRIPTION OF SERVICES AND ADDITIONAL CONDITIONS

1. **COMPLIANCE WITH OLDER AMERICANS ACT:** Contractor will comply with all provisions of Public Law 89-73, Older Americans Act of 1965 with all amendments thereto that have been passed into law, and with responsibilities of service providers required by Public Law 100-175, Older Americans Act Amendments, as specified hereafter, and shall:
 - A. Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning coordination, evaluation and reporting requirements established by the State;
 - B. Specify in the space immediately below how the provider intends to satisfy the service needs of older low income minority and older persons residing in rural areas:
Provide well-balanced nutritious meals weekly. Have meal service available for homebound. Provide social activities weekly. Provide immunizations and wellness checks
 - C. With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
 - D. Where feasible and appropriate make arrangements for the availability of services to older persons in weather related emergencies;
 - E. Assist participants in taking advantage of benefits under other programs;
 - F. Assure that all services funded hereunder are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources; and
 - G. Comply with all policies, procedures and/or directives addressing service providers and Subcontractors specified within the current MAG's Meals on Wheels Congregate Program Manual, and any additions, revisions or deletions thereto as notified by MAG.
 - H. Meals shall be served to Individuals 60 years of age and older (including spouses of any age of such individuals) with awareness of social and/or economic needs, targeting low-income minorities.
 - a. **Special Meal Considerations:** The Contractor agrees, whenever it is under contract to provide meal service to eligible older persons, that it will offer meals on the same basis as they are provided to elderly recipients; to individuals providing volunteer services during the meal hours; to the spouse of a qualifying, elderly recipient regardless of age; and to individuals with disabilities who reside with and accompany qualifying, elderly individuals, as stated in the Older Americans Act.
2. **SPECIFIC SERVICES:** Services shall be provided as specified below.
 - A. **Meal Site Management:** The Contractor shall provide all activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of the meal site, collection of contributions, and the serving of meals.
 - B. **Congregate Meal Preparation:** The Contractor shall provide one hot or other appropriate meal per day, which assures a minimum of one-third USRDA.
 - C. **Information and Assistance:** In order to identify clients and promote the usage of current aging services and benefits, the Contractor is required to provide a numerical record of each interaction.

15. **GRIEVANCE PROCEDURES:** The Contractor shall have a grievance procedure in place for collecting grievances as it relates to any participant of the program or Contractor Staff covered by this Contract. Submission of grievances will be in writing and at a minimum include the individual's name, date of submission, date the grievance occurred, details pertinent to the grievance and contact information. Grievances against the Contractor Staff should be submitted to hr@magutah.gov or by mail "ATTN: HR". Grievances against program participants, services delivered, quality, etc. should be submitted to the Meals on Wheels Manager.
16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be examined by MAG at their discretion.
17. **MAG's MEALS ON WHEELS CONGREGATE PROGRAM MANUAL:** Contractor agrees to comply with policies and procedures outlined in the Guidebook for MAG's Meals on Wheels Congregate Program. Notwithstanding this provision, Contractor retains the right to control the manner in which Contractor's work is performed.
18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.
19. **CHANGE IN SENIOR CENTER DIRECTOR:** The Contractor shall notify MAG of the vacancy in the Center Director's position within 30 days of hiring.
20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the Contractor shall acknowledge that MAG and the Department of Health and Human Services provided for the programs.
21. **TRAINING:** The Center staff shall attend and/or conduct training meetings as deemed necessary by MAG and/or the Center for the purposes of fulfilling this contract.. Notwithstanding this provision, Contractor retains the right to control the manner in which Contractor's work is performed, including the hiring, training, disciplining, and compensating of Contractor's employees.
22. **REDUCTION OF MEALS:** MAG has the right to limit the number of meals based on funding availability. MAG must give the Contractor 30 days' notice for any daily meal limits. Any meals provided over the meal limit, established by MAG, will be expensed by the Contractor at 100%.
23. **CONTRACT EXTENSION:** In the event that this contract shall terminate or be likely to terminate prior to securing a new contract of service, MAG may extend the terms of this contract agreement for such a period as may be necessary to prevent disruption of senior meal services at Contractor's location.

Does not include mass media contacts, newsletters or other similar contacts. These numbers shall be submitted with monthly itemized billing for applicable reimbursement.

3. **FOCAL POINT OBLIGATION:** The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the Older Americans Act or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with and coordinating in behalf of, the older residents of its community, all services available for such older persons.
4. **IMPOSITION OF FEES:** The Contractor will not impose any fees upon the client given services under this contract except as authorized by MAG.
5. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the Older Americans Act; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts.

Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

6. **PRIORITY OF SERVICE:** Priority for services will follow Utah State Guidelines. Please reference: R510-104-6. Eligibility for Nutrition and Nutrition Support Services.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

- a. Billing name and address of the Contractor:

Santaquin City Corporation
~~45 West 100 South~~ 110 S. Center St.
Santaquin, UT 84655

- b. Address/location where the services will be provided:

Santaquin Senior Center
110 S Center St
Santaquin, UT 84655

2. **CONTRACT PAYMENT:** MAG and the Contractor agree to the contracted amount **up to \$8,987.00** for each fiscal year upon receipt of itemized, monthly invoicing for authorized service activities provided. MAG will consider adjustments based on the balance of the contract and available revenues.
3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** The Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. It is the Contractor's responsibility to submit this documentation within thirty (30) days of month's end. Failure to do so may constitute a breach of contract.
4. **METHOD AND SOURCE OF PAYMENTS TO MAG:** The Contractor shall remit to MAG all contributions received per Part II, section 8 on a monthly basis. Expenses incurred over the contracted amount per Part III, section 2 table shall be reimbursed at a monthly rate. MAG will provide a quarterly report of documented expenses to date to the Contractor.
5. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.

MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.

6. **NONFEDERAL MATCH:** For those contracts requiring a nonfederal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Subpart C.
7. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If MAG determines that MAG has overpaid the Contractor for services under this Contract, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.
8. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of

public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its Subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the Subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.