

**1.0 SCOPE:**

Salt Lake County Aging and Adult Services invites your company to apply as a provider for “The Alternatives Program” and the “Caregiver Support Program”. These programs directly purchase needed services and supports for clients from a pool of approved providers. The scope of this contract encompasses Environmental Accessibility Home Modification Labor and Materials. Applicants are not required to provide all of the service categories available, and may select specific services within each service category only. The listing of approved providers is established as a result of contracts from eligible applications received on an ongoing basis.

The Alternatives Program (TAP) offered through Salt Lake County Aging and Adult Services, provides community services in the home in order to avoid the unnecessary or premature institutionalization of elderly adults and adults with disabilities. Elderly adults or adults with disabilities 18 years of age or older who meet established income and asset guidelines may qualify as eligible TAP clients. Individual clients are determined eligible regardless of race, ethnicity, religion, gender, or sexual orientation.

TAP client needs are objectively determined through a comprehensive assessment process. Case managers work with clients and their families to develop a treatment package that will meet clients’ needs. Case managers explore available community supports and programs and authorize the Alternatives Program services when no other funding source is available.

The Caregiver Support Program (CSP) provides temporary assistance to caregivers of older individuals. Caregivers may be of 18 years of age or older. Caregivers are identified and offered services that include information, assistance, counseling, training, support groups, temporary respite and supplemental services. Respite and supplemental services are objectively identified through an assessment process and are arranged for by case manager personnel of the Caregiver Support Program. Individual clients are determined eligible regardless of race, ethnicity, religion, gender, or sexual orientation. Temporary respite and supplemental services are intermittent and may be provided to the care recipient as a means of relieving the caregiver’s stress. Care givers and care recipients meet the criteria set forth in Utah Administrative Code- Rule R510-401.

Home and Community Based Services shall be provided through a public agency, a private licensed Service Provider Agency with at least one year experience in providing home support or home health services, or by an individual providing personal attendant services with demonstrated skills and abilities in providing the required services.

Salt Lake County on behalf of Aging and Adult Services invites your company to apply as a service provider to the clients of The Alternatives and Caregiver Support Programs.

**2.0 QUESTIONS:**

Questions shall be submitted through the Community Care Transitions Programs’ main information line at 385-468-3212 from which they will be appropriately routed.

**3.0 PRE-APPLICATION CONFERENCE:**

A pre-application and general Q & A conference will be held once a month, details of which can be found on the Aging and Adult Services Website. ([slco.org/aging-adult-services/home-care](http://slco.org/aging-adult-services/home-care) then click on the Provider tab). Attendance is not mandatory but it shall be the sole responsibility of the applicant to attend this conference. Applicants not attending do so at their own risk. Applicants should thoroughly familiarize themselves with this document including specifications prior to attending the conference. Verbal statements or information given at a pre-application conference is not binding on the applicant or the County unless released in an addendum. Providers who have already been awarded contracts may attend monthly pre-application conferences in order to receive contract clarification.

**4.0 CONTRACT TERM:**

The contract term resulting from this solicitation will become effective immediately upon application approval for a term ending February 28, 2021. Applications will be accepted February 5, 2016 through August 30, 2020. The period of performance of this agreement shall begin immediately upon application approval and end on February 28, 2021 or upon termination. The contract expiration date will be ninety (90) days after the period of performance. All costs which are incurred during this agreement's period of performance within the course of service provisions as authorized by the program Case Manager after the effective date of this agreement and which have been determined by the program Case Manager to be appropriate and allowable costs of the course of care shall be eligible for reimbursement and payment as defined by the terms in Sections 16.0- Reporting and Payment Instructions and 17.0- Errors in Payment and Invoicing of this agreement. Billings and invoices (originals or revisions) submitted more than ninety (90) days past the period of performance will not be accepted and will not be eligible for reimbursement.

**5.0 ANNUAL PURCHASES:**

No minimum or maximum quantity of purchases under this contract can be specified. Referrals cannot be guaranteed by Aging and Adult Services.

Authorizations to provide home modifications for environmental accessibility occur on an intermittent basis, depending on client needs. Salt Lake County Aging and Adult Services does not guarantee the frequency of these authorizations to awarded providers.

**6.0 AWARD:**

The County reserves the right to do a multiple award by awarding multiple contracts to the responsive, responsible applicants meeting specifications. Purchases will be made based upon criteria under Section 19.0- Client Choice.

The contract to be awarded shall be non-exclusive. Salt Lake County reserves the right to purchase at its discretion, any product or service covered by the resulting contract from other sources during the term of the contract.

**7.0 PRICING:**

The Alternatives Program and Caregiver Support Program use a unit cost for the direct provision of services. The amount the applicant specifies within Attachment 1 is the rate for each of the units of service delivered. Monthly reimbursement received by the Alternatives Program and Caregiver Support Program is based on the number of actual units of service provided as authorized by the program Case Manager. The provider must include the cost of travel, time and mileage, record keeping, and supervision time in the hourly rate. Supplies and materials are not to be included in the hourly rate. They will be billed separately per bid specifications.

Applicants will not be reimbursed for services rendered without prior authorization from Aging and Adult Services. A verbal authorization is not binding. Refer to Attachment 1 for cap rates.

**8.0 PRICE ESCALATION/DE-ESCALATION:**

Prices stated must be firm for the initial one (1) year of the resulting contract(s), or until a new contract term begins. The service provider must issue a written request for price escalation at least 60 days prior to their contract's anniversary date. The request must include sufficient documentation supporting the request. Justification for a price increase should be linked to an independent index or indicator not controlled by either the County or the seller, and cannot exceed the cap rate. Any price escalation to the contract must be approved by written amendment. Price decreases shall be passed on the County immediately.

**9.0 LICENSE AND CERTIFICATION REQUIREMENTS:**

Licensing requirements may vary based on the category of service(s) for which an interest party applies. See Attachment 1 as well as Section 23.0- Definitions, for specific licensing requirements related to each category of service. All licensing requirements must be submitted at time of application as well as maintained throughout the life of the contract. Applications submitted without proof of required licenses will not be processed for approval.

Providers are expected to be pro-active in updating the CCTP Office Coordinator with current proof of insurance and licensing requirements.

The Provider must assure that all workers will have appropriate licensing and certifications. The Provider will also agree to obtain all needed permits and assure that any construction meets minimum codes and standards. Costs of permits will be reimbursed by Salt Lake County. All services shall be provided in accordance with applicable State or local building codes.

**10.0 REQUIRED INSURANCE POLICIES:****10.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES:**

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least six (6) years following the end

of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(1) Currently rated A- or better by A.M. Best Company; and

(1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

(2) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. Each of the insurance policies required herein shall include an endorsement that names the State of Utah, DHS/DAAS, and Salt Lake County and their respective officers and employees as additional Insureds. The Subcontractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation insurance policy required by this Contract.

D. The Contractor shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Contractor shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.

E. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

F. The Contractor's insurance policies shall be primary and non-contributory to any other coverage available to the County or the State of Utah Department of Human Services (DHS). The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the State of Utah, DHS/DAAS, and the County.

G. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

H. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County District Attorney.

I. In the event Contractor fails to maintain and keep in force any insurance policies as required herein County shall have the right at its sole discretion to obtain such coverage and reduce payments to Contractor for the costs of said insurance.

J. The Subcontractor shall be responsible for paying any deductibles, self-insured retentions, self-insurance costs and similar items. The deductibles, self-insured retentions, self-insurance costs and similar items for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Local Agency obtains prior written approval of the Subcontractor's deductibles, self-insured retentions, self-insurance costs and similar items (and the corresponding policy) from the County.

## **10.2 REQUIRED INSURANCE POLICIES:**

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation with limits as required by the State of Utah, and employers liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, with a minimum combined single limit of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate. The policy shall protect the State of Utah, DHS/DAAS, County, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. If the Subcontractor is providing services at more than one site, the general liability insurance must cover each of those sites. Such insurance shall provide coverage for premises operations, and acts of independent contractors. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

—&/OR— *(Include professional liability insurance only if the contractor employs doctors, dentists, social workers, mental health therapists or other professional to provides services under this contract.)*

B. Professional liability insurance with a minimum policy limit of \$2,000,000 per occurrence and \$3,000,000 aggregate. (Neither the State nor County is to be an additional insured for professional liability insurance)

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with a combined single limit in the minimum amount \$2,000,000 per accident. If the Subcontractor subcontracts with another entity or individual for transportation services, or services that include transportation services, the Subcontractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification"

section of this Contract. If the Subcontractor provides individual residential care services by contracting with individual residential care homes, not only must the Subcontractor maintain a policy of automobile liability insurance as indicated above, but each of the Subcontractor's individual residential care homes must also maintain a policy of automobile liability insurance. The policy of automobile liability insurance required of individual residential care homes must cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$1,000,000 per person and \$2,000,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

C. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

#### **11.0 GENERAL SERVICES:**

Environmental Accessibility Home Modifications includes labor and materials necessary to provide physical adaptations to the individual's residence which are necessary to assure the health, welfare and safety of the individual or which enable the individual to function with greater independence in their home. Accessibility Adaptation Home Modification can include, but is not limited to:

- Building ramps
- Installing grab bars
- Widening doorways/hallways
- Modifications of bathroom/kitchen facilities
- Modifications of electric and plumbing systems

Accessibility Adaptation Home Modifications can also include time spent planning, developing estimates, and obtaining materials.

Materials and supplies for projects must be purchased by the provider and then reimbursed by Salt Lake County upon submission of paid receipts if not already purchased by the program Case Manager. Salt Lake County is exempt from sales tax and will furnish documentation to make tax-free purchases to the provider. No sales tax can be reimbursed. Only the cost of items purchased for the exclusive use of completing any project can be reimbursed.

#### **12.0 ORDER PLACEMENT**

For any project with a projected cost under \$250.00, the provider must obtain prior authorization from the program Case Manager before work can begin. An itemized estimate of cost must be submitted and approved by the program Case Manager prior to the start of the project. The estimate must include the itemized cost of materials, supplies, and labor. The final cost of the project cannot exceed ten percent

(10%) of the estimate. No work can begin before the estimate is approved in writing by the program Case Manager.

For any project with a projected cost over \$250.00, the provider must submit an itemized estimate detailing the types of materials needed, proposed costs of materials, the levels of service required, and the number of hours for each level of service. The final cost cannot exceed ten percent (10%) of the estimate. No work can begin before the estimate is approved in writing by the program Case Manager.

At the conclusion of the project, the provider must obtain any required city, county, or state inspection. The program Case Manager will also inspect the work done to assure that it was completed as authorized. After all necessary inspections have been completed and approved; the provider will submit paid receipts for all materials and supplies used in the project with an invoice for reimbursement. No reimbursement will be made for items not directly use in completing the project. No reimbursement will be made for sales tax. The invoice must also show the number of hours worked by each level of service within the contracted rate.

### **13.0 WARRANTY**

The provider will guarantee parts and labor. Needed replacements and repairs will be guaranteed at no additional cost to the County for 90 days after the date of completion.

### **14.0 PROVIDER ASSURANCES:**

**14.1** Provider assures compliance with all specifications of this contract, and that services shall be defined and provided in accordance with applicable Salt Lake County, State, and Federal provisions within the United States.

Providers will be held to all provider assurances and quality assurance indicators outlined within this contract, as well as service category specific requirements contained in Attachment 1.

**14.2** The Provider will assure and certify with respect to this agreement that all eligible clients can be served and the provider will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (P.L. 101-336, 28 CFR Part 36); the Fair Labor Standards Act, the Hatch Act, the Age Discrimination Act of 1975; and will comply with the Immigration and Naturalization requirement to maintain a signed copy of the U.S. Citizenship and Immigration Services 1-9 form for each employee. The provider will assure that it will maintain a drug-free workplace in compliance with the requirement of 45 CFR, Part 76. The Provider agrees to abide by Utah Executive Order dated June 30, 1989 which prohibits sexual harassment in the work place. The provider shall comply with the provisions of Utah Indoor Clean Air Act Section 26-38-1 et. Seq., Utah Code Annotated, 1953, as amended, relative to smoking in public and other places. The applicant agrees to abide by 13-7-1 through 4, UCA, prohibiting discrimination on the basis of race, color, sex, religion, ancestry, national origin, or sexual orientation.

**14.3** Provider will respond to the program Case Manager via email, with an estimate by the date indicated on the "Estimate Request for Environmental Adaptation" (see Attachment 2). This due date must be within two (2) weeks of the initial request. If drawings are required by the provider, or if there is a two-step process that is required and the provider cannot comply with the two (2) week rule, the provider will notify the program case Manager of the expected date for receipt of the bid via email.

**14.4** The Provider will prepare an estimate for the work and send any draft plans for the work directly to the program Case Manager for approval **prior** to sending the information to the client. This allows the program Case Manager and Program Managers to either approve or deny the work before the client becomes involved in the process.

**14.5** The Provider will only include an estimate for the specific work ordered by the program Case Manager. Any suggestions by the provider for further work in the client's home will not be included in the estimate.

**14.6** The Provider will complete the work ordered using the most cost effective method and materials to meet the need. Aesthetics is not the priority, functionality is.

**14.7** Provider will respond via email within three (3) business days that the approval has been received by the program Case Manager and all information is correct.

**14.8** When all approvals are in place, the program Case Manager will have their client contact the provider directly to schedule a date for work to begin. The provider will **not** be responsible for contacting the clients initially to set up scheduling.

**14.9** The Provider will notify the program Case Manager within one (1) business day when any unexpected delay in completion of the work occurs, and the program Case Manager will notify the client.

**14.10** When the work has been completed, the provider will notify the program Case Manager within three (3) business days so that the program Case Manager may contact the client for verification and conduct an on-site inspection of the work.

**14.11** Invoices that are received prior to verifications of the work for quality and full completion will not be submitted for payment until the program Case Manager has validated that the work is complete. The program Case Manager will hold these invoices until such time.

**14.12** Provider will assure that standards of service provision, licensure, and codes of behavior are established to protect eligible clients from unsafe or unhealthful conditions and/or unprofessional conduct. The Provider agrees to follow and enforce the State of Utah Department of Human Services (DHS) Code of Conduct. Providers will maintain a signed and dated DHS Code of Conduct Certificate of Understanding and Compliance signature sheet in the personnel file of each direct service worker and administrative staff member.

**14.13** Provider will assure compliance with the program administrative procedures for eligibility, reimbursement, reporting, auditing, and monitoring according to Federal, State, and County rules and regulations.

**14.14** Provider assures that it shall not conduct research involving employees or individuals receiving services under this agreement until such research and methodology has been approved by the Utah State Department of Human Services, Institutional Review Board.

**14.15** Provider will assure that all employees assigned under this agreement will receive appropriate orientation and training, and that all applicable licensure and training for direct providers of services is provided and documented. Provider will assure that employees have had adequate training and exhibit sufficient skill and capability to meet the needs of the individual clients to whom they are assigned.



**14.16** The Provider will educate its employees, agents, and subcontractors about:

- a. The False Claims Act, 31 United States Code §§3729-3733
- b. Administrative Remedies for False Claims and Statements, 31 United States Code §§3801-3812
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.
- d. The Utah Protection of Public Employees Act, Utah Code §67-21-1, et seq. (if applicable)
- e. Policies and procedures for detecting and preventing fraud, waste, and abuse
- f. How to report suspected fraud, waste, and abuse of Medicaid funds
- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith
- h. The penalties for filing false or fraudulent claims for Medicaid payment

**14.17** Provider will assure that The Alternatives Program and Caregiver Support Program staff issues are responded to within three (3) working days.

**14.18** The Provider will not impose any fees upon the customer for given services under this agreement except as authorized by the program Case Manager.

**14.19** Providers may not impose rates upon the customer nor the County above unit costs set in Attachment 1 for services performed under any circumstance including nights, weekends, and/or holidays. Work on holidays and weekends may not be required, but may be done at the Provider's discretion.

**14.20** If currently accepting clients, Provider guarantees a constant and reliable workforce for provision of services under this agreement. While accepting clients the provider represents that it has the financial, managerial, and institutional capacity to fully comply with the requirements of this contract.

**14.21** If the Provider does not have the means to guarantee a constant and reliable workforce, it will immediately complete and submit to the Community Care Transitions Program a Change in Status form ([slco.org/aging-adult-services/home-care](http://slco.org/aging-adult-services/home-care) then click on the Provider tab) in order to be removed from the provider choice form until such time that a constant and reliable workforce can be guaranteed.

**14.22** The Provider will assure that a client file shall be maintained and shall contain an initial request for bid, estimates, plan drafts (if applicable), purchasing records (if applicable), and any and all approvals. The provider shall make available to these programs, upon request, time records, documentation of work accomplished, purchasing records, and other documentation related to the authorized services. Client records must be maintained for a period of six (6) years, including once services have ended.

**14.23** The Provider accepts all responsibility for all subcontracted services provided under this agreement.

**14.24** Providers will make all reasonable efforts to attend annual provider training conducted by Salt Lake County Aging and Adult Services.

**14.25** Provider will assure that in instances where clients receive services from more than one payer source, CCTP services will be documented separately. This includes all documentation as outlined in 14.22.

**14.26** The Provider will maintain the flexibility to serve customers with special needs, including but not limited to medical, social, emotional, environmental, and mental health needs.

**14.27** The Provider will ensure Change in Status forms ([slco.org/aging-adult-services/home-care](http://slco.org/aging-adult-services/home-care) then click on the Provider tab) are completed upon organizational changes that occur within the agency that affect:

- a. customer service/case manager contacts
- b. billing contacts
- c. administrative contacts
- d. address (physical or billing)
- e. ownership
- f. tax ID information
- g. enrollment status

**14.28** The Provider will designate at least one (1) office staff person who can assure questions or concerns will be researched, addressed, and followed-up with the program Case Manager.

**14.29** Provider understands that the program funds are “last resort” and will work with the program to access other available resources needed to meet customer’s in-home service needs.

**14.30** Additional people (i.e. children, other family members) will not join the provider if they are not providing direct services during a visit with a client.

**14.31** The Provider will not contact the client to solicit additional business or to inquire about increasing or changing services.

#### **15.0 SALT LAKE COUNTY ASSURANCES:**

**15.1** Salt Lake County assures that these programs shall have the responsibility for auditing, monitoring, and evaluating the provisions of services provided under this agreement to determine compliance with the provisions of this agreement and other applicable Federal, State, or County laws or regulations. Reviews will be scheduled annually, but are not limited to once per year. A written evaluation will be forwarded to the provider upon review completion.

**15.2** Salt Lake County assures that these programs will provide technical assistance upon request to enable the provider to meet the requirements of this agreement. All requests for technical assistance and action taken shall be responded to in a timely manner and in no case longer than thirty (30) days.

**15.3** The program Case Manager will obtain written authorization from the Program Manager or Assistant Program Manager for Environmental Adaptations (EA) that exceed \$250.00.

**15.4** The program Case Manager will submit an "Estimate Request for Environmental Adaptation" form (see Attachment 2) to the provider via email that contains all relevant information, including a very detailed list of the work to be done and any financial limitations that may exist.

**15.5** All correspondence including phone calls made between the provider and program Case Manager will be documented in the client's electronic file.

**15.6** When multiple providers are available to complete the work, the program Case Manager will obtain at least two (2) bids on large costly projects such as ramps, extensive handrail/stair rail installations, home modifications such as doorway widening, etc. These bids will be reviewed by the program Case Manager, Program Manager, and/or Assistant Program Manager.

**15.7** The program Case Manager is not required to obtain multiple bids on small projects such as grab bar installations, shower heard installations, etc.

**15.8** Once the estimate has been approved by the Program Manager or Assistant Program Manager, the program Case Manager will send an "Estimate Approval of Submitted Work for Environmental Adaptation" form (see Attachment 3) back to the provider via email. This form will include the agreed upon price, the client information, and the date by which the work needs to be completed.

**15.9** The program Case Manager will notify the provider **immediately** when they become aware of changes that occur with their clients such as nursing home placements, hospitalizations, death, disenrollment from the program, etc. in order that the provider can stop progress on the work and not incur costs that may not be reimbursable.

**15.10** Once the program Case Manager has verified the work and that the client is satisfied with the work, the program Case Manager will notify the provider to submit an invoice for payment.

**15.11** Salt Lake County assures that these programs will make payments to the provider following the procedures established. These programs agree to notify the provider in writing at the time of denial of payment of the reasons for the denial of payment and the actions that the provider will need to take to bring about the release of withheld payments.

**15.12** Salt Lake County assures an annual provider training will be conducted to review current and/or future contract requirements and to review Salt Lake County billing procedures.

**16.0 REPORTING AND PAYMENT INSTRUCTIONS:**

By the sixth working day of each month, providers must submit individual itemized invoices for each project completed in the previous month in an approved format. The invoice must include:

- Business name
- Business address
- Business phone number
- Invoice number
- Date of invoice
- Client's name
- Authorizing case manager name
- Program under which the project was authorized, e.g. TAP, CSP
- Itemized description of project with total amounts listed. The provider will separate services on the invoice; the combination of parts and labor as one charge is not acceptable
- Labor costs by category, number of hours, and rates

The Provider will attach copies of invoices for purchased materials/supplies that are eligible for reimbursement to their billing invoice as backup documentation.

Providers should receive payment from Salt Lake County on a monthly basis, or upon project completion, if bills are submitted within required time frames. Charges will be denied for services submitted more than ninety (90) days after the due date for billing. Bills will be verified by the Case Manager for compliance with authorized services and service levels. If the information submitted is incomplete or incorrect, payment for incorrect portions of the bill will be delayed until the necessary corrections are submitted and approved for payment. Providers will be required to receive payment via direct deposit or purchasing card.

**17.0 ERRORS IN PAYMENTS AND INVOICING:**

Provider agrees that if during, or subsequent to, the contract period it is determined by Salt Lake County or the State of Utah, through audit or fiscal reviews, that payments to the provider for services provided under this agreement were incorrectly reported or paid, Salt Lake County may amend the contract and adjust the provider's payment rates for the remainder of the contract period or any renewal period. Any excess payments are, upon written request, immediately due and payable to Salt Lake County within thirty (30) days. In addition, provider expenditures under this agreement determined by audit or fiscal review to be ineligible for reimbursement because they were not authorized by the terms and conditions of this agreement, or that are inadequately documented, and for which payment has been made to the provider, will upon written request, be immediately refunded to Salt Lake County by the provider within seven working days. Provider further agrees that Salt Lake County shall have the right to withhold any or all subsequent payments under this or other contracts to the provider until recovery of overpayment is made.

Providers are required to immediately notify the Alternatives and Caregiver Support Program, by submitting a Change in Status form whenever there is a change in the billing personnel and/or address.

All billing information should be addressed to:

Medical Billing Adjudicator  
Salt Lake County Aging and Adult Services  
Community Care Transitions Program  
2001 South State Street, Suite S1-600  
Salt Lake City, Utah 84114-4575

Provider's billing staff will attend scheduled billing trainings at least once per year, or as needed based on billing error rates as determined by the Medical Billing Adjudicator, or when new billing personnel is hired by provider. Any questions regarding the billing process may be directed to the Community Care Transitions Program Medical Billing Adjudicator at 385-468-3293.

### **18.0 CONFIDENTIALITY**

Service providers shall have procedures to protect the confidentiality of information of the clients they serve. No information will be disclosed without the prior informed written consent of an individual or his/her legal representative. Disclosures may be allowed by court order. In a court order the Deputy District Attorney representing Aging and Adult Services will determine right of disclosure. Disclosures may also be allowed for program monitoring by authorized Federal, State, or local agencies (which are also bound to protect the confidentiality of client information) so long as access is in conformity with the Privacy Act of 1974. All client information including personal information shall be maintained in controlled access files. All client files and records related to this agreement shall be made available to Salt Lake County and/or the State of Utah upon request.

Providers are expected to adhere to the HIPAA guidelines as outlined in the HIPAA Business Associates Agreement- see the Business Associates Agreement attachment for additional requirements.

### **19.0 CLIENT CHOICE**

The Alternatives Program and Caregiver Support Program both operate under a client choice model and clients are allowed to choose their service providers from the list of vendors, organized alphabetically on a provider choice form. If the client does not have a preference, then the program Case Manager will educate clients on all possible choices.

### **20.0 CONTINUITY OF OPERATIONS (COOP)/EMERGENCY PLAN**

Providers must maintain and include with application submission a Continuity of Operations Plan (COOP) or Emergency Plan. The COOP/Emergency Plan (Plan) must have policies and procedures in place to ensure essential functions are performed and that continuity of care for CCTP clients is sustained in the event of a disaster or emergency. Providers must provide annual training on the Plan and must update when applicable. All updated Plans will be immediately forwarded on to Aging and Adult Services with modifications clearly indicated. Essential elements of a COOP/Emergency Plan include policies and procedures to:

**20.1** Reduce/mitigate disruption to operations

**20.2** Ensure continued performance of essential functions

**20.3** Reduce loss of life/minimize damage

**20.4** Ensure for the recovery and maintenance of client records

**20.5** Provide full operational capability for essential functions not later than twelve (12) hours after COOP/Emergency Plan activation

**20.6** Be capable of sustaining operations for up to thirty (30) days

**20.7** Ensure communications with Aging and Adult Services, the appropriate government agency, clients, and client families will be maintained

**21.0 AUDIT AND QUALITY ASSURANCE REVIEW:**

**21.1** The provider agrees, at no additional cost, to make available upon request to Salt Lake County Aging and Adult Services all records that verify services, supplies, and materials provided accurately reflect reported billing. These programs may review project workers' time sheets, customer records, and billings during regular business hours. The records must clearly show:

- a. client
- b. employee performing services
- c. what services were provided
  - i. To be itemized by labor, supplies/equipment, and management
- d. dates of services performed
  - i. To include month, day, and year
- e. copies of receipts for client shopping
- f. separate documentation of individual funding streams when more than one payer source is being utilized

**21.2** Salt Lake County Aging and Adult Services will perform annual Quality Assurance (QA) Reviews with all providers. Providers will be given thirty (30) days' notice and provided with a copy of the quality assurance tool to which they will be reviewed.

Providers may find the most current version of CCTP's Quality Assurance tool on the Aging and Adult Services website at [slco.org/aging-adult-services/home-care](http://slco.org/aging-adult-services/home-care) then click on the Provider tab.

**21.3** Providers may be audited more frequently than once a year should a valid complaint be submitted by the program Case Manager.

**21.4** If areas of contract non-compliance are found during the audit or quality assurance review, a Plan of Correction will be required. Generally, this includes a request for staff training, payback and/or best practice recommendations. If there is an egregious violation, a possible suspension of contract could be issued and a report to the State authorities such as Medicaid, Adult Protective Services, etc. will be made. This could be cause for a contract cancellation.

## **22.0 PROVIDER COMPLAINT REPORT PROCESS:**

**22.1** The program Case Manager will document client and provider issues.

**22.2** The program Case Manager will make reasonable efforts to resolve the issue with the provider. If the complaint is not resolved, the program Case Manager will file a Provider Complaint Report with Salt Lake County Aging and Adult Services.

**22.3** The Provider Complaint Report will be reviewed and issues discussed with the program Case Manager to determine if sufficient efforts have been made to come to a resolution.

**22.4** If sufficient efforts have been made and a resolution to the issue has not been implemented, Salt Lake County Aging and Adult Services may make an on-site visit to review the issues at hand.

**22.5** If issues are not resolve sufficiently, a full contract review may take place.

- a. If contract findings are found during this review, a Plan of Correction will be issued which may include a report to het Utah State authorities such as Medicaid, Adult Protective Services, etc.
- b. This could also be cause for contract suspension or cancellation.

## **23.0 DEFINITIONS:**

These definitions include terms for all the direct services available for application to include: Home Health Services and Personal Care Services.

**23.1 General Labor/Handyman** – Services include installation of grab bars and other necessary items that enable individuals to function more independently in their homes.

**23.2 Carpenter** - Includes building ramps and making structural modifications in the home of program clients.

**23.3 Licensed Electrician** – Includes installation, operation, maintaining or repairing electrical devices or electrical wiring. Must be licensed as an Apprentice Electrician, Journeyman Electrician, Mater Electrician, Residential Journeyman Electrician, or Residential Master Electrician.

**23.4 Licensed Plumber** – Includes installing and maintaining systems used for potable (drinking) water, sewage, and drainage in plumbing systems. Must be licensed as an Apprentice Plumber, Journeyman Plumber, Residential Journeyman Plumber, Master Plumber, or Residential Master Plumber.

**23.5 Project Manager** – Includes developing estimates, drawing plans, obtaining needed permits, assuring compliance with ADA guidelines for ramps and compliance with all building codes and standards for structural modifications.

**24.0 SUPPLEMENTAL STANDARD TERMS AND CONDITIONS**

**24.1 Authority** – Provisions of this contract are pursuant to the authority set for in Title 63, Chapter 56, and Section 62-A-3-104 et seq. 1953, as amended, Utah State procurement regulations, and related statutes which permit the State of Utah to purchase certain specified services, and any other relevant Federal regulations, and any relevant provisions of the State of Utah and Salt Lake County.

**24.2 Renegotiations or Modifications** – This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. No claim for services furnished by the provider, nor specifically authorized by the contract, will be allowed by Salt Lake County.

Providers unable or unwilling to abide by written amendments, modifications, or supplements will be removed from the provider choice form and will be ineligible as an active service provider.

**24.3 Licensing and Standard Compliance** – Provider states that it currently meets all applicable licensing and applicable health, fire, safety, building, zoning, and sanitation standards required by Federal or State of Utah in which the services are provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this contract period.

**24.4 Reduction of Funds** – The maximum amount authorized by this contract may be reduced or contract terminated if required by Federal law, State of Utah law, Salt Lake County regulation or action, or if there is a significant underutilization of funds; provided, however, the contract shall be reimbursed for all services performed in accordance with this contract prior to the date of notification of the reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by the provider. Salt Lake County will give provider thirty (30) days' notice of reduction.

**24.5 Addition of New Qualified Applicants** – Salt Lake County has the option of adding additional qualified applicants throughout the term of this contract. New applications will not be accepted past August 30, 2020. Applications submitted prior to given deadline will be processed as usual.

**24.6 Debarment and Suspension** – The applicant assures that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any Federal department or agency. Where the provider is unable to certify to any of the statements in this certification, such shall attach an explanation to this agreement.

**24.7 Public Funds/Public Monies** – Monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, division, agencies, bureaus, laboratories, or other similar instrumentalities or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract bidder for public programs or services. Said funds shall maintain the nature of "public funds" while in bidder possession.



**24.8 Public Domain** – Providers are advised that Utah law and County ordinances provided that, upon the award of a contract subsequent to an approved contract, the contents of all applications received pursuant to said approval may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq and County ordinance. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if Provider clearly identifies any part of their applications, which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. After receipt and approval to become a contractor (receipt of all requested documents and attachments and approval by Salt Lake County) all applications are considered public documents, except those items specifically identified as proprietary. All materials submitted by a Provider in response to the County’s application process will become the property of the County upon delivery and will be managed in accordance with GRAMA.

**24.9 Provider’s Obligation** – Provider, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disperse, and use these “public funds” and “public monies” as authorized by law and this agreement for the provision of services to COUNTY. Provider understands that it, its officers, and employees may be criminally liable under Utah Code Ann. ’76-8-402, for misuse of public funds or monies. Provider expressly understands that COUNTY may monitor the expenditure of public funds by Provider. Provider expressly understands that COUNTY may withhold funds or require repayment of funds from provider for contract non-compliance, failure to comply with directives regarding the use of public funds, or the misuse of public funds or monies.

**24.10 Contract Renewal**- Provider agrees, for any contract issued as a result of this application, that Salt Lake County shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the contract, at a level of funding to be determined at the time of renewal.

**24.11 Ethical Standards** - Provider represents that it has not: (a) provided an illegal gift or payoff to any county officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of a bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State Statute or Salt Lake County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.81, Salt Lake County Code of Ordinances, 2001); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

**24.12 Campaign Contributions** – Provider acknowledges the limits of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Ordinances (2001). Provider also acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract

with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract during a single election cycle as defined in the ordinance. Provider further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this contract.

**24.13 Termination of Contract** – 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. If either party elects to terminate this contract, both parties will use their best efforts to provide for uninterrupted client services.

**25.0 ADMINISTRATIVE AND REPORTING REQUIREMENTS:**

The provider shall maintain the records of service provision under this contract and statistical, fiscal and other records necessary for reporting and accountability required by Salt Lake County; and shall retain such records for at least six (6) after the last payment has been made on this contract, or until all audits initiated, within six (6) years, have been completed.

**26.0 CERTIFICATION:**

By signing on the signature form (page 11) provided as part of the RFA agreement with this application, provider certifies that all applicable licensing and standards required by Federal or State of Utah laws or regulations and ordinances of Salt Lake County and the city in which the services are provided, including all application information is complete and correct.

Attachments:

Cover Page

Environmental Accessibility Home Modification Contract

Attachment 1

Attachment 2- Estimate **Request** for Environmental Adaptation

Attachment 3- Estimate **Approval** of Submitted Work for Environmental Adaptation

RFA Agreement

Business Associates Agreement

Agency Contact Form

Change in Status Form

Important Contacts Listing

Direct Deposit Form

Sample Insurance Form