

**1.0 SCOPE:**

Salt Lake County Aging and Adult Services invites your company to apply as a provider for “The Alternatives Program”, “Caregiver Support Program”, and the “Veteran Directed Home and Community Based Services Program”. **The Alternatives Program and the Caregiver Support Program** directly purchase needed services and supports for clients from a pool of approved providers. **The Veteran Directed Home and Community Based Services Program** assists in arranging consumer/self-directed services that will help maintain the Veteran at home.

The scope of this contract for the Alternatives Program and the Caregiver Support Program encompasses Adult Day Care Services, Assisted Living Facility Services, and Nursing Facility Respite Care Services. **The scope of this contract for the Veteran Directed Home and Community Based Services Program encompasses Adult Day Care Services only.** 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. Caregivers and care recipients meet the criteria set forth in Utah Administrative Code- Rule R510-401.

**The Veterans Directed Home and Community Based Services Program (VD-HCBS)** is overseen by the Veterans Health Administration of Veteran Affairs. Client referrals are made to Salt Lake County after first having been initiated by the Veteran’s VA health care team. Salt Lake County will then assist Veterans and their family caregivers to develop a package of services to include adult daycare services that will enable Veterans in the VD-HCBS Program to receive a mix of services that will allow eligible clients to participate in consumer/self-directed care.

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.

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 May 28, 2021. Applications will be accepted **May 1, 2017** through November 30, 2020. The period of performance of this agreement shall begin immediately upon application approval and end on May 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.

**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, Caregiver Support Program, and the Veteran Directed Home and Community Based Services Program will use a unit cost for the direct provision of services. The amount the applicant specifies within Attachment 1, Attachment 2, or Attachment 3 is the rate for each of the units of service delivered. Monthly reimbursement received by the Alternatives Program, Caregiver Support Program, and Veteran Directed Home and Community Based Services Program is based on the number of actual units of service provided as authorized by the program Case Manager.

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, Attachment 2, or Attachment 3 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 REQUIREMENTS:**

Licensing requirements may vary based on the category of service(s) for which an interest party applies. See Attachment 1, Attachment 2, or Attachment 3, 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.

All applicable licensure and training for direct providers of services must be provided and documented under procedures established by the State of Utah Nurse Practice Act and Medical Practices Act, the Utah State Division of Aging and Adult Services, and Salt Lake County Aging and Adult Services rules and regulations, and other Federal, State, County or City licensing and regulatory agencies.

**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- VII or better by A.M. Best Company.

—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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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 \$100,000 per person and \$300,000 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 PROVIDER ASSURANCES:**

**11.1** 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 are eligible to apply.

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 Attachments 1, 2, or 3.

**11.2** 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.

**11.3** 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.

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

**11.5** 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.

**11.6** 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 under procedures established by the State of Utah Nurse Practice Act and Medical Practices Act, the Utah State Division of Aging and Adult Services, and Salt Lake County Aging and Adult Services rules and regulations, and other Federal, State, County or City licensing and regulatory agencies. 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.

**11.7** The Provider will assure that adequate supervision is provided for all direct service workers. The Provider is responsible for the supervision of all employees providing services under this agreement and for monitoring and documenting that services are provided in the type and amount authorized by the program Case Manager.

**11.8** Provider will assure that program Case Managers receive notification of whether a client can be accepted for services within 24 hours or one (1) working day. Once a client has been accepted for services, Provider agrees to process the intake and initiate approved services within seven (7) days of start date found on the service authorization. Unless changed by the program Case Manager, the care plan and service authorizations are the blueprint for services and no variance is allowed without prior approval from the program Case Manager. It is critical the provider and program Case Manager communicate on a regular basis about the care and circumstances of their clients.

If the provider is unable to initiate approved services within seven (7) days of start date found on the service authorization, Provider must document and maintain in the client's chart communication efforts as to the delay with both client and program Case Manager.

**11.9** Provider will notify program Case Managers within twenty-four (24) hours of any changes in clients' medical, psychosocial, or service needs including; but not limited to, institutionalization, living environment, formal and informal support systems, and death.

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

**11.11** The Provider will not impose any fees upon the customer for given services under this agreement except as authorized by the program Case Manager. Provider understands that only upon program Case Manager authorization may other services be eligible as billable services.

**11.12** 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.

**11.13** 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.

**11.14** Provider will assure that services are provided in compliance with the program Case Manager's authorized care plan. The direct service worker will perform the tasks or services specified in the client's approved program Case Manager's care plan.

**11.15** The Provider will assure that a client file shall be maintained, and shall contain a current service authorization and a current Salt Lake County care plan. The provider shall make available to these programs, upon request, time records and client's progress notes documenting work accomplished, problems or concerns and description, dates and duration of actual services provided. Client records must be maintained for a period of six (6) years, including once services have ended.

**11.16** Routine assessment and supervision visits are included in the basic rate. The Provider understands that any other services cannot be billed without prior approval by the program Case Manager.

**11.17** Provider must include the cost of travel, time, mileage, record keeping, nursing assessment, and supervision time in the unit rates. The provider understands that these services are not separate billable services.

**11.18** Provider assumes all liability for staff transportation of clients as authorized in the staff person's vehicle and assures that the staff person carries comprehensive automobile liability insurance with bodily injury limits, not less than the Utah State statutory limits.

Transportation of clients shall only be provided as authorized by the program Case Manager care plan.

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

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

**11.21** 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

**11.22** 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.

**11.23** 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

**11.24** The Provider will attend special individual case staffing, as deemed necessary by program Case Managers.

**11.25** 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.

**11.26** 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 service needs.

**11.27** The Provider will not contact the client once Salt Lake County services have been closed; any additional concerns should be routed through the client’s program Case Manager.

**11.28** The Provider will not contact the client to solicit business or to inquire about increasing or changing services. All inquiries shall be routed through the program Case Manager.

**12.0 ADULT DAY CARE SPECIFIC PROVIDER ASSURANCES:**

**12.1** Provider will assure that services are available a minimum of five (5) days a week, for at least four (4) to a maximum of eight (8) hours of service per day.

**12.2** Provider will assure that the program Case Manager will be notified if a client consistently remains at the facility under four (4) hours per authorized eight (8) hour day.

**12.3** Provider must include the cost of client meals in full day and **6-hour day services**, all social activities available to other clients, staff time, personal client assistance, documentation, and supervision time in the unit rates. Provider must also include the cost of incontinence care including toileting every two (2) hours as needed, and changing incontinent pads. The provider understands that these services are not separate billable services.

**12.4** The provider assures they will allow the program Case Manager to authorize from an outside home health agency the provision of personal care assistance including bathing and grooming, if needed, at the facility.

**13.0 ASSISTED LIVING FACILITY & NURSING FACILITY RESPITE CARE SPECIFIC PROVIDER ASSURANCES:**

**13.1** The Provider will assure that services are available seven (7) days a week, including holidays, for a minimum of one (1) full hour of service up to the maximum authorized by the program Case Managers. Providers may not impose rates upon the client nor the County above unit costs set in Attachment 1, Attachment 2, or Attachment 3 for services performed under any circumstance including nights, weekends, and/or holidays.

It is best practice to ensure continuity of care for clients by providing services as normally scheduled even if a normally scheduled visit falls on a holiday. However, the provider may ask the client if they would be comfortable with rearranging their schedule to accommodate holiday scheduling. If the client chooses not to have their schedule altered, or if to do so would cause undue hardship upon the client, services must still be performed as scheduled. Additionally, if services are normally rendered seven days per week the provider must still perform client care seven (7) days per week.

**13.2** Provider shall have written policies and procedures regarding the respite care of clients which meet the guidelines established by Health Facility Licensure.

**13.3** Provider will assure supervision of clients who may become confused or wander and will provide client identification for these clients, in accordance with State of Utah licensure regulations.

**13.4** Provider shall provide a copy of the State of Utah Resident Rights document to clients referred under this contract.

**13.5** Provider shall have written policies and procedures regarding the respite care of clients which will include medication administration, notification of a responsible party in case of emergency, service agreement and admission criteria, behavior management interventions, philosophy of respite services, post service summary, training for employees and handling of client's personal funds.

**13.6** The Provider will maintain and be able to provide upon request or audit copies/duplicates of receipts for any shopping provided for the client. Receipts shall be maintained with the client file for a period of six (6) years, including once services have ended.

**13.7** Provider will assure that in instances where clients receive services from more than one payer source, CCTP services will be documented separately. This includes time keeping records, progress notes, and billing submissions.

**13.8** Provider assures to notify CCTP when an alternate payer source is used in lieu of TAP or CSP funding streams, as well as when client services revert back to TAP or CSP funding.

**14.0 SALT LAKE COUNTY ASSURANCES:**

**14.1** 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.

**14.2** 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.

**14.3** Salt Lake County assures that these programs shall verify, by reviewing provider records, that services provided accurately reflect reported billing submissions. These programs may review direct service workers' time sheets, customer records, and billing.

**14.4** 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.

**14.5** 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.

**14.6** Salt Lake County assures the provider shall receive a copy of the Salt Lake County client care plan upon referral and at least annually thereafter. Hard copies of Salt Lake County client care plans and service authorizations will be sent via USPS to the case manager contact address on file once per week.

**15.0 CLIENTS ON HOLD**

When a client enters a hospital, nursing home (other than what is authorized by the program Case Manager client care plan), etc. their services will be placed on hold. The program Case Manager will call the provider to let them know to stop services. If the provider learns that the client is in the hospital, nursing home (other than what is authorized by the program Case Manager client care plan), etc., the provider is required to contact the program Case Manager within one (1) business day. Services will resume only after the provider has been instructed by the program Case Manager.

**16.0 REPORTING AND PAYMENT INSTRUCTIONS:**

The program will send providers a monthly statement of individual clients and the number of units and service they have been authorized to deliver. Monthly statements will be e-mailed by the 20<sup>th</sup> of each month in which services have been authorized. The statement will be sent to the bidders via an Excel e-mail attachment as determined by the program.

The provider agrees to complete the statement indicating the actual number of units provided for each client. The statement must then be returned to the program by the 6<sup>th</sup> working day of the following month of the month in which services were delivered. If the provider rendered services for clients who are not on the authorized list prepared by the program, or whose services were provided in previous

months; they need to complete the Billing Addendum Form (may be obtained from Salt Lake County Aging and Adult Services). Charges will be denied for services submitted more than ninety (90) days after the due date for billing.

Providers should receive payment from Salt Lake County on a monthly basis, if bills are submitted within required time frames. Bills will be verified by the program 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.

#### **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, in writing, 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, Caregiver Support Program, and Veteran Directed Home and Community Based Services Program 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 provided accurately reflect reported billing. These programs may review direct service 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

**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** 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: Adult Day Care Services, Assisted Living Facility Respite Services, and Long Term Care Facility Respite Services.

**23.1 Assisted Living Facility Level I- Residential Care Services (Semi-Private)** – Services for customers with functional impairments who require twenty-four (24) hour general monitoring and some assistance

*N:\CCTP\Operations\Forms TAP & Waiver in Drawer\CSP & TAP Contracts\ADC, ALF, NH\Updated ADC Contract\ADC, ALF, NHR Contract 2017-2021 Final.docx*

with personal and social care. Services shall include, but are not limited to: personal care assistance, bathing, dressing, grooming, medication reminders, laundering of linens and clients' clothes, provision of towels and linens, and incontinence care up to the limits of licensure. Residential services shall be provided in a facility approved by the State of Utah. **No portion of room and board costs can be included in the service cost per day.** Services shall be provided in accordance with the client plan of care as developed by the program Case Manager and shall meet such standards of service as established by the State of Utah for the provision of these activities.

**23.2 Assisted Living Facility Level I- Respite Care Services (Semi-Private)** - Intermittent, time-limited services that meet the same criteria as those described under Assisted Living Facility Level 1 Residential Care, with the limitation that service provision cannot exceed fourteen (14) days for any single respite stay. This service is provided as a respite to the client's caregiver. Assisted Living Facilities are not required to obtain a respite license from the State of Utah Department of Health; however, they must have respite policies and procedures approved by the Utah Department of Health in order to provide respite services. Services shall be provided in accordance with the client plan of care as developed by the program Case Manager and shall meet such standards of service as established by the State of Utah for the provision of these activities. **Service cost per day must include room and board charges.**

**23.3 Assisted Living Facility Level II- Residential Care Services (Semi-Private)** – Coordinated supportive personal and health care services provided in an Assisted Living Facility for customers with functional impairments who require twenty-four (24) hour supervision and up to full assistance with personal social, and health care. Services shall include, but are not limited to: personal care assistance, bathing, dressing, grooming, medication reminders and set-up, nursing care, laundering of linens and clients' clothes, provision of towels and linens, and incontinence care up to the limits of licensure. Residential services shall be provided in a facility approved by the State of Utah. **No portion of room and board costs can be included in the service cost per day.** Services shall be provided in accordance with the client plan of care as developed by the program Case Manager and shall meet such standards of service as established by the State of Utah for the provision of these activities.

**23.4 Assisted Living Facility Level II- Respite Care Services (Semi-Private)** – Intermittent, time-limited services that meet the same criteria as those described under Assisted Living Facility Level II Residential Care, with the limitation that service provisions cannot exceed fourteen (14) days for any single respite stay. This service is provided as a respite to the client's caregiver. Assisted Living Facilities are not required to obtain a respite license for the State of Utah Department of Health. However, they must have respite policies and procedures approved by the Utah Department of Health in order to provide respite services. Services shall be provided in accordance with the client plan of care as developed by the program Case Manager and shall meet such standards of service as established by the State of Utah for the provision of these activities. **Service cost per day must include room and board charges.**

**23.5 Nursing Facility Respite Care Services-** Services consist of care furnished in a licensed, long term care facility during the absence of, or to relieve, the normal caregiver. Each respite care episode is limited to a period of thirteen (13) consecutive days or less not counting the day of discharge.

Program Case Managers will refer clients to the facility. They will coordinate with the facility and the client to have all required documentation in place prior to the admission. Program Case Managers will also ensure that the client has sufficient medication, incontinence supplies, personal items, and any other needed items for the duration of the stay.

The provider understands that all nursing service and facility furnished supplies must be included in the daily rate.

**23.6 Adult Day Care and Transportation Services-** Services for Adult Day Care shall be provided on a regularly scheduled basis, for one (1) or more days per week, in an outpatient setting, encompassing social and nutritional service needs to ensure the optimal functioning of the individual. Services shall meet such standards of service as established by the State of Utah for the provision of these activities. Non-Medical Transportation services between the client's place of residence and the Adult Daycare Center may also be required.

Full day services consist of an eight (8) hour stay and exclude Non-Medical Transportation services.

Six-hour (6-hour) day services consist of a five (5) to seven (7) hour stay and may or may not include Non-Medical Transportation services. During a six-hour day clients shall not spend less than five (5) hours participating in adult day care program activities. Time spent on non-medical transportation services shall be counted separately from time spent participating in program activities.

Half day services consisting of a four (4) hour stay and excluding Non-Medical Transportation services and lunch have been removed as a service option.

#### **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 department, 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

Adult Day Care, Assisted Living Facility Respite, and Nursing Home Respite Contract

Attachment 1

Attachment 2

Attachment 3

RFA Agreement

Business Associates Agreement

Agency Contact Form

Change in Status Form

Important Contacts Listing

Direct Deposit Form

Sample Insurance Form