

1.0 SCOPE:

Salt Lake County Aging and Adult Services invites your company to apply as a provider for “The Alternatives Program” and the “Veteran Directed Home and Community Based Services Program”. **The Alternatives Program** directly purchases 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 to maintain the Veteran at home.

The scope of this contract encompasses Fiscal Intermediary for Personal Attendant (Employee/Client Employee) Services. 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 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 or Tooele 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 fiscal intermediary 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, 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 Program and the Veteran Directed Home and Community Based Services Program.

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 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 15.0- Reporting and Payment Instructions and 16.0- 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 18.0- 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 price being requested from approved providers for **The Alternatives Program** is not for an amount but a percentage (%) of the total payroll cost (to include gross hourly salary, employee paid taxes, and

worker's compensation). This percentage will be reimbursed as an Administrative Fee. The cap rate cannot be more than eight percent (8%) of total payroll.

For services rendered through the **VD-HCBS Program**, approved providers will be reimbursed at a flat rate of \$95.00 per month for administrative services. Individual employee reimbursement will be made as outlined in Section 15- Reporting and Payment Instructions. In the event that payment for services and fees accrued through the VD-HCBS Program is not made within thirty (30) days, Salt Lake County will be subject to an administrative late fee of five (5) percent (%) of the total invoice not paid. Late fees will be accumulated on a monthly basis after specified payment date as outlined in Section 15.0- Reporting and Payment Instructions is missed.

Monthly reimbursement received from **The Alternatives Program** is based on the number of actual units, not to exceed authorized levels of provided service. Authorized services are defined in individual Salt Lake County service authorizations by the program Case Managers. Monthly reimbursement received from the **VD-HCBS Program** is based on the number of actual units. Authorized services are defined in Salt Lake County service authorizations by the program Case Managers; however, the VD-HCBS Program may not place any restrictions upon overtime hours exceeding authorized levels. For further information on VD-HCBS Program overtime guidelines the provider should contact Salt Lake County Aging & Adult Services on the main information line given in Section 2.0- Questions.

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. The County may accept or reject any price escalation request at County's sole discretion. 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:

A current and local business license must be submitted at the time of application and maintained throughout the life of the contract.

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

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.

—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 Attachment 1.

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 program Case Managers receive notification of whether a client can be accepted for services within 24 hours or one (1) working day. Once an approved BCI is in place the provider will notify the program Case Manager within seven (7) days of BCI approval that the client has been accepted for services.

11.4 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.

11.5 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.

11.6 Provider will assure that all employees are paid completely for all hours worked and reported by the established dates. The number of hours that an employee will be paid is authorized by the program Case Manager as part of the client's Salt Lake County or Tooele County care plan. In case of The Alternatives Program, the number of hours submitted each payroll period is confirmed by the program Case Manager before being sent to the Fiscal Intermediary for payment. Only hours that have been authorized by the program Case Manager will be paid. The VD-HCBS Program may not place any restrictions upon hours worked exceeding those authorized by the program Case Manager. Please refer to Section 15.0- Reporting and Payment Instructions for VD-HCBS payroll reporting requirements.

11.7 Provider will pay employees directly and be reimbursed by Salt Lake County Aging and Adult Services after bills are submitted, approved by program Case Managers, and submitted as outlined in Section 15.0- Reporting and Payment Instructions.

11.8 Provider shall act as Fiscal Intermediary for Personal Attendant Services.

11.9 Provider shall assist The Alternatives Program and VD-HCBS approved clients in managing domestic service employee(s). Provider is representing the approved client and assuming all of their payroll duties. The "managing" language is with regard to payroll related issues.

11.10 Provider will assure that The Alternatives Program and VD-HCBS staff issues are responded to within three (3) working days.

11.11 Provider will maintain complete files for all employees that include every employment form required by the fiscal intermediary agency.

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

11.13 The Provider will assure that a client file shall be maintained and shall contain a current service authorization. The provider shall make available to these programs, upon request, personal attendant time records. Client records must be maintained for a period of six (6) years, including once services have ended.

11.14 Provider will have the responsibility to ensure all required employment forms are complete.

11.15 Provider will make home visits to complete required employment forms when requested by a program Case Manager. Such requests may be infrequent.

11.16 Provider shall be responsible for withholding, filing and depositing FICA, FUTA, and SUTA on behalf of the client. Any federal and/or state penalties assessed for failure to withhold the correct amount and/or for untimely filing and depositing of required forms will be paid by the Fiscal Intermediary.

11.17 Providers for Fiscal Intermediary Personal Attendant Services will be responsible for paying the wages of The Alternatives Program and VD-HCBS client's Personal Attendant Services employee(s) twice monthly.

11.18 Provider agrees to abide by the U.S. Internal Revenue Service "Agent Employment Tax Liability" under Section 3504 of the Internal Revenue Code.

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

11.20 The Provider shall make available to these programs upon request or audit all records relating to employee payroll including time records and employment forms.

11.21 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.

11.22 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

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

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

11.25 The Provider will ensure Change in Status forms (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

11.26 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.

11.27 Provider understands that the program funds are “last resort”.

12.0 VD-HCBS PROGRAM-SPECIFIC ASSURANCES:

12.1 The Provider assures that it will obtain a federal employer identification number (FEIN) for each employer (veteran or their representative, as applicable) it represents.

12.2 The Provider assures that it will maintain copies of the employer’s FEIN, IRS FEIN notification, and a copy of the filed Form SS-4, Request for FEIN in the employer’s file.

12.3 The Provider assures that it shall retire employers’ FEINs when they are no longer employers and the employer requests this in writing.

12.4 The Provider assures that it shall prepare and submit a signed IRS Form 2678: Employer Appointment of Agent and a Request for IRS Approval Letter to the IRS for each employer it represents. When the employer is no longer represented by the Provider, the Provider shall revoke the IRS Form 2678 in accordance with IRS requirements. The Provider shall maintain a copy of these documents in each employer’s file.

12.5 The Provider shall receive written authorization from the IRS to be the employer agent for each employer it represents and shall maintain a copy of the written authorization in each individual’s file

12.6 The Provider shall file a signed IRS Form 8821: Tax Information Authorization with the IRS for each employer it represents in order to communicate with the IRS as appropriate on the employer’s behalf regarding federal tax filing and payment matters; and maintaining copies of the form in each individual’s file.

12.7 The Provider shall file all applicable forms required by the state and federal government for purposes of withholding, paying and reporting income tax, unemployment tax or both for each employer it represents using each employer’s state unemployment registration number and per state requirements.

12.8 The Provider shall collect, process, and maintain the following forms for each employee for whom payroll is processed. Additional forms may result in a rate increase and subsequent addendum in accordance with Section 23.2- Renegotiations or Modifications, of the resulting contract:

- a. USCIS Form I-9
- b. IRS Form W-4

12.9 The Provider shall collect, process, and maintain the following forms for each employer for whom payroll is processed. Additional forms may result in a rate increase and subsequent addendum in accordance with Section 23.2- Renegotiations or Modifications, of the resulting contract:

- a. Authorization Form (provider-specific)
- b. Employer/Fiscal Intermediary Agreement Form (provider-specific)
- c. IRS Form SS-4
- d. IRS Form 2678
- e. IRS Form 8821

12.10 The Provider shall pay employees in compliance with federal and state Department of Labor wage and hours rules.

12.11 The Provider shall maintain information required to complete employment verifications, Social Security earnings verifications, and other ancillary requests.

12.12 The Provider shall report new hires per state requirements.

12.13 The Provider shall register individuals as an employer and obtain the appropriate state employer registration number for Utah State unemployment tax filing and payment purposes for all employers it represents.

12.14 The Provider shall withhold federal unemployment taxes (FUTA) and file an IRS Form 940 in the aggregate using the separate FEIN for all employers it represents annually.

12.15 The Provider shall pay FUTA in the aggregate using the Vendor Fiscal/Employer Agent's separate FEIN for all employers it represents per IRS depositing rules.

12.16 The Provider shall pay state unemployment taxes individually for all employers it represents using each employer's state unemployment registration number and per state requirements.

12.17 The Provider shall pay Federal Insurance Contributions Act (FICA) and federal income tax withholding in the aggregate using the Vendor Fiscal/Employer Agent's separate FEIN for all employers it represents, in accordance with IRS depositing rules.

12.18 The Provider shall process payments according to all FICA, FUTA, and State Unemployment Tax Authority (SUTA) exemptions.

12.19 The Provider will withhold, file, and pay state income tax in the aggregate for all employers' employees using the Vendor Fiscal/Employer Agent's state income tax registration number and per state requirements.

12.20 The Provider shall withhold and file state unemployment insurance tax individually for all employers it represents using each employer's state unemployment registration number and per state requirements.

12.21 The Provider shall manage the application of all garnishments, levies, and liens on employees' payroll checks in an accurate and timely manner and maintain the relevant documentation in the individual's file.

12.22 The Provider shall pay employers' employees within the time period required by the Utah State Department of Labor via one of two methods:

- a. direct deposit
- b. pay card

12.23 The Provider shall prepare, file, and distribute IRS Forms W-2, and Wage and Tax Statement for employers' employees per IRS instructions to include completing all year-end tax filings/reportings.

12.24 The Provider shall provide monthly reports to both the employer and program designee. The report will include:

- a. The name of the Veteran with which the payment was associated
- b. The name of the employee paid
- c. Beginning and ending balance for the Veteran's account
- d. The amount of any payments made from the Veteran's account
- e. Applicable payment service code(s)

12.25 The Provider shall establish a secured and encrypted method for document sharing and data transfer.

12.26 The Provider shall document billing fees separate from the payroll/payment pass through that is associated with the Veteran's budget; fees will be billed monthly in arrears.

12.27 The Provider shall make payments on behalf of the Veteran only in accordance with their care plan and only for approved goods, services, and applicable employer related taxes and worker's compensation premiums associated with said payments. The VD-HCBS Program may not place restrictions upon the payment of overtime; the Provider shall contact the main information line as outlined in Section 2.0- Questions for further information on overtime guidelines.

12.28 The Provider shall adhere to all provider-specific stop payment policies.

13.0 SALT LAKE COUNTY ASSURANCES: THE ALTERNATIVES PROGRAM and VD-HCBS

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 Salt Lake County assures the provider shall receive a copy of the Salt Lake County service authorization upon approval and as changes are made thereafter. Hard copies of Salt Lake County service authorizations will be sent via USPS to the case manager contact address on file once per week.

14.0 SALT LAKE COUNTY ASSURANCES: VD-HCBS PROGRAM-SPECIFIC

14.1 Salt Lake County assures that at minimum one case management staff will be responsible to coordinate intake/eligibility and will develop the Veteran's individual cost plan and approved services.

14.2 Salt Lake County assures that it shall provide all of the necessary funding authorizations to the Provider.

14.3 Salt Lake County assures that it shall designate a point person for cost plan questions or problems.

14.4 Salt Lake County assures that it shall process other necessary qualifications to include Veteran's qualifications for the employee prior to giving program approval to the Provider.

14.5 Salt Lake County assures that it shall notify the Provider once the Veteran is no longer active in the VD-HCBS Program.

15.0 REPORTING AND PAYMENT INSTRUCTIONS:

The Alternatives Program client's employees submit timesheets directly to Salt Lake County Aging and Adult Services twice per month (every two (2) weeks: 1st through the 15th and 16th through the end of the month). Timesheets include the name of the client, employee name, and representative name. Timesheet processing is not accepted through web portal or other online tools. Salt Lake County Aging and Adult Services will email approved timesheets to the Fiscal Intermediary only after they have been

reviewed and approved by the program Case Manager; the Fiscal Intermediary pays the client's employee for that pay period. **The Veteran Directed Home and Community Based Services Program's** client's employees submit timesheets directly to the Fiscal Intermediary provider; the Fiscal Intermediary pays the client's employee for that pay period. Salt Lake County Aging and Adult Services will send the Fiscal Intermediary via email a billing statement for each pay period, which includes the name of client, number of hours authorized, and the gross monthly salary. Salt Lake County Aging and Adult Services will reimburse the Fiscal Intermediary for authorized services in accordance with the Veteran's spending plan and payment schedule semi-monthly.

The provider agrees to complete the statement indicating the number of hours paid, the cost of taxes, the cost of worker's compensation, and the administrative fee for a total cost for each client. The statement must then be returned to the program by the dates specified below. 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.

As there are two pay periods, two billing statements are generated. The billing statement for the first pay period of the month (1-15) must be received by the 26th or the next working day of that month. The billing statement for the second pay period of the month (16-31) must be received by the 6th business day of the following month.

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.

Year-end billing information will be sent by the Salt Lake County Aging and Adult Services to the Fiscal Intermediary approximately three months before the end of the fiscal year.

16.0 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 thirty (30) 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 Program and VD-HCBS 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.

17.0 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.

18.0 CLIENT CHOICE

The Alternatives Program and the Veteran Directed Home and Community Based Services Program operate under a client choice model and clients are allowed to choose their fiscal intermediary 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.

19.0 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:

- 19.1** Reduce/mitigate disruption to operations
- 19.2** Ensure continued performance of essential functions
- 19.3** Reduce loss of life/minimize damage
- 19.4** Ensure for the recovery and maintenance of client records

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

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

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

20.0 AUDIT AND QUALITY ASSURANCE REVIEW:

20.1 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.

20.2 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 then click on the Provider tab.

20.3 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.

21.0 PROVIDER COMPLAINT REPORT PROCESS:

21.1 The program Case Manager will document client and provider issues.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

22.0 DEFINITIONS:

These definitions include terms for all the direct services available for application to include: Fiscal Intermediary for Personal Attendant (Employee/Client Employee) services.

22.1 Fiscal Intermediary – Services consisting of acting as a fiscal conduit between Salt Lake County Aging and Adult Services and the individual client who is hiring a Personal Attendant Employee to: (1) facilitate the accurate payment of employee(s) wages and all employee(s) taxes; and (2) support clients in the employer role.

23.0 SUPPLEMENTAL STANDARD TERMS AND CONDITIONS

23.1 Authority – Provisions of this contract are pursuant to the authority set for in Title 63, Chapter 56, and Section 62A-3-104 et seq. 1953, as amended, Salt Lake County Procurement Ordinance § 3.25 which permit the County to secure specified services where the County is not the direct recipient of, or directly procuring, and goods or services, and any other relevant Federal regulations, and any other relevant provisions of the State of Utah and Salt Lake County.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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. 63G-2-101 to -901 (2015) (as amended) 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.

23.9 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.

23.10 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.

23.11 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.

23.12 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.

23.13 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.

24.0 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.

25.0 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

Fiscal Intermediary Contract

Attachment 1

RFA Agreement

Business Associates Agreement

Agency Contact Form

Change in Status Form

Important Contacts Listing

Direct Deposit Form

Sample Insurance Form