BEAR RIVER ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING
CONTRACT AGREEMENT
ALTERNATIVES AND CAREGIVER SUPPORT PROGRAMS

I. INTRODUCTION

Bear River Area Agency on Aging (BRAG AAA) purchases needed services for clients from a pool of approved providers. Bidders are not required to provide all of the services available through BRAG AAA and may bid on specific services only. The listing of approved providers/contractors is established through review and approval of the applications received from this Request For Proposal (RFP).

II. MINIMUM SERVICE DEFINITIONS FOR DIRECT SERVICES AVAILABLE FOR BID

ONE UNIT OF SERVICE EQUALS ONE HOUR OF SERVICE.

INDIVIDUALS PROVIDING SERVICE MUST MEET THE QUALIFICATIONS UNDER THE STATE OF UTAH LICENSING AND STANDARDS OF SERVICE.

ADULT COMPANION SERVICES: Services designed to support community activity and prevent social isolation which may include non-medical care, supervision, and socialization. Companions may assist or supervise with tasks such as meal preparation, laundry, and shopping. Companion services do not entail hands-on nursing care.

ADULT DAY HEALTH SERVICES: Services furnished 4 or more hours per day on a regularly scheduled basis, for one or more days per week in an outpatient setting encompassing both health and social services needed to ensure the optimal functioning of the individual. Meals will be provided as a part of these services and will be included in the rate.

CHORE SERVICES: Services needed to maintain a clean, sanitary, and safe environment. This service includes deep cleaning household chores, extermination of rodents and bugs. It may also include snow removal or lawn care. These services are only provided when neither the client nor anyone in the household is capable of performing or paying for them and where no relative, landlord or third party payer is responsible for their provision.

EMERGENCY RESPONSE SYSTEMS: Services consist of electronic devices or verbal communications that enable individuals to secure assistance in the event of an emergency. The electronic devices may be any one of a number of designs but must be connected to a response center that is staffed twenty-four hours a day, seven days a week by trained professionals. Bids may include rental, installation, and removal of the system.

HOME HEALTH AIDE : Services consist of basic nursing assistance and health maintenance provided by a certified aide to an individual under the direction of a registered nurse. Services may also include basic homemaking tasks as described under Homemaker Services. Home health aide providers must meet State of Utah standards for this service.

HOMEMAKER SERVICES: Services consist of general household activities (meal preparation and routine household care) provided by a trained homemaker, when the individual regularly responsible for those activities is temporarily absent or unable to manage the home and care for him or herself or others in the home. The purpose of the service is to maintain a clean and sanitary living environment in the individual's residence.

L.P.N. SERVICES: Services listed on the service order form that are within the scope of the State of Utah's Nurse Practice Act and are provided by a licensed practical nurse under the supervision of a registered nurse licensed to practice in the State of Utah.

> Note: BRAG AAA is unable to authorize and reimburse these services if another funding source such as Medicare or Medicaid is available.

MEDICATION REMINDER SYSTEMS: Services are non face-to-face reminder techniques to allow clients to receive scheduled reminders to perform critical health care related activities by phone call, telecommunication devices, or medication dispenser devices with electronic alarms which alert the individual and a central response center staffed with qualified individuals.

PERSONAL CARE AIDE: Services consist of basic nursing assistance (unskilled) and health maintenance provided by an individual under the direction of a registered nurse. Services may also include basic homemaking tasks as described under Homemaker Services.

R.N. SERVICES: Services authorized on the service order form that are within the scope of the State of Utah's Nurse Practice Act and are provided by a registered nurse licensed to practice in the State of Utah.

> Note: BRAG AAA is unable to authorize and reimburse these services if another funding source such as Medicare or Medicaid is available.

RESPITE CARE SERVICES (IN-HOME): Care provided by an attendant, companion, personal care aide, homemaker, or home health aide on a short-term basis during the absence of or need for relief of those persons normally providing care while the individual is living in their normal place of residence and that place of residence is not a long term care facility.

RESPITE CARE SERVICES (LTC FACILITY): Services consist of care provided by a licensed residential treatment facility, nursing facility, or assisted living facility during the absence of or to relieve a caregiver. Each respite period is limited to 13 consecutive days or less not counting the day of discharge. Services shall be

provided in accordance with the plan of care developed by the BRAG AAA Case Manager and shall meet such standards of service as established by the State of Utah for the provision of these activities.

III. FUNDING SOURCES/REIMBURSEMENT STRUCTURE

The Alternatives and Caregiver Support Programs, through the Utah Division of Aging and Adult Services (DAAS) and BRAG AAA, utilize funds from federal Title III of the Older Americans Act and Utah state funds to purchase services otherwise unavailable to clients through existing payments and/or service structures.

These programs use a unit cost reimbursement structure to purchase services from approved providers. The Provider Application Form, submitted during the application process, is the formal agreement that establishes a fixed unit cost reimbursement rate for each unit of service delivered. Monthly reimbursement received by a subcontractor from BRAG AAA is based on the number of actual units, not to exceed authorized levels of provided service. Authorized services are defined in individual care plans by the Alternatives or Caregiver Support Case Manager. Providers will not be reimbursed for services rendered without prior authorization.

Criteria for Rate Setting

1. One unit is equal to one hour of service.

2. All agency costs for assessment and clinical supervision must be included in the basic rate. Bidder must include the cost of travel, time and mileage, record keeping, nursing assessment and supervision time in the unit rates.

3. Bidder assures that unit costs for individual services will be at the regular service cost for holidays and weekends.

4. Providers may submit a written request to BRAG AAA for a rate increase for each service at the time of annual renewal of contracts not to exceed a 3% annual increase. Written requests must be received by BRAG AAA no later than May 15th of each year. All requests shall be reviewed by BRAG AAA. Providers will be notified in writing upon approval.

5. BRAG AAA in no way guarantees, nor is in a position to estimate utilization during the agreement period. BRAG AAA will contract for services at specified unit rates. BRAG AAA will not commit a total amount of funds to be expended by an individual provider.

IV. PROVIDER ELIGIBILITY STANDARDS

A. Eligible Organizations - Public, private, nonprofit, or for profit service organizations who offer services as defined in the Minimum Service Definitions (Section II) and have provided service for a minimum of one (1) year are eligible to apply. Organizations must submit, with the proposal, the Organizational Background (labeled as Attachment I), a copy of their State of Utah Home Health Agency, Adult Day Care, Assisted Living, Nursing Facility, and business licenses (labeled as Attachment II), a copy of their most recent State of Utah Service Review or Survey (labeled as Attachment III), the Conflict of Interest Certification (Attachment IV), and the Department of Human Services Provider Code of Conduct Certification of Understanding and Compliance (Attachment V). Organizations that have not previously operated within the State of Utah, and do not have a State of Utah Home Health Agency license, must submit comparable documentation from the current state of operation. However, this contract will not be executed until BRAG AAA receives a copy of the appropriate state of Agency License.

B. Bidder Assurances

1. **Bidder assures compliance with all specifications of this RFP, including the Standard Terms and Conditions (Attachment A); and that all services shall be defined and provided in accordance with applicable County, State, and Federal provisions, rules and regulations.**

2. **The bidder will assure and certify with respect to this agreement that all eligible clients can be served and the bidder will abide by the provisions of Title VI 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 Davis Bacon Act; the Age Discrimination Act of 1975; and will comply with the Immigration and Naturalization requirement to maintain a signed copy of the I-9 Employment Eligibility Verification form for each employee. The bidder will assure that it will maintain a drug-free workplace in compliance with the requirement of 45 CFR, Part 76. The bidder agrees to abide by Utah Executive Order dated June 30, 1989 which prohibits sexual harassment in the work place. The bidder shall comply with the provisions of Utah Code Sections 76-10-106, 108, 109 and 110 relative to smoking in public and other places. The bidder agrees to abide by 13-7-1 through 4, UCA, prohibiting discrimination on the basis of race, color, sex, religion, ancestry or national origin.**

3. **Bidder will assure that Case Managers receive immediate notification of whether a client can be accepted for services. Once a client has been accepted for services, the bidder agrees to process the intake and initiate approved services within seven (7) days.**

4. **Bidder 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.**

5. **The bidder agrees to follow and enforce the State of Utah DHS Code of Conduct.**

6. **The bidder also agrees to submit copies of their required licensure to BRAG AAA on an annual basis or each time it renews.**

7. **Bidder 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 State Division of Aging and Adult Services, BRAG AAA, and other Federal, State, County, or City licensing and regulatory agencies. Bidder will assure that employees have had adequate training and exhibit sufficient skill and capability to meet the needs of the individual client to whom they are assigned.**

8. **The bidder will assure that adequate supervision is provided for all direct service workers. The bidder 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 BRAG AAA Case Manager. Supervisors' credentials and frequency of review must comply with State, Federal and County licensure requirements for the service being provided.**

9. **Bidder supervisors will immediately notify Alternatives or Caregiver Support Case Managers of needed adjustment in authorized services and levels of service. Alternatives or Caregiver Support Case Managers will make the final decision on authorized changes.**

10. **The bidder will not impose any fees upon the customer for given services under this agreement except as authorized by the Alternatives or Caregiver Support Case Manager.**

11. **Bidder will notify Alternatives or Caregiver Support Case Managers within twenty-four (24) hours of any changes in client's medical, psycho-social or service needs including, but not limited to hospitalization, nursing home placement, living environment, formal and informal support systems, and death.**

12. **Bidder will assure that services are available seven (7) days a week, including holidays, for a minimum of one (1) hour of service to a maximum of twenty-four (24) hours per day. Bidder guarantees a constant and reliable workforce for provision of services under this agreement.**

13. **Bidder will assure that services are provided in compliance with the BRAG AAA Case Manager authorized service order form. The direct service worker will perform the tasks or services specified in the client's approved Alternatives or Caregiver Support service order form.**

14. **The bidder shall make available to BRAG AAA upon request, time records and client's progress notes documenting work accomplished, skills taught, problems or concerns and description, dates and duration of actual services provided.**

15. **Routine assessment and supervision visits are included in the basic rate. The bidder understands that any other nursing services cannot be billed to BRAG AAA without prior approval by the Alternatives or Caregiver Support Case Manager.**

16. **Bidder must include the cost of travel, time and mileage, record keeping, and nursing assessment and supervision time in the unit rates.**

17. **Bidder will assure compliance with BRAG AAA administrative procedures for eligibility, reimbursement, reporting, auditing, and monitoring according to Federal, State and County rules and regulations.**

18. **Bidder assures that unit costs for individual services will be at the regular service cost for holidays and weekends.**

19. **Bidder assures no services will be subcontracted under this agreement.**

20. **Bidder assures that it shall not conduct research involving employees of or individuals receiving services under this agreement until such research and methodology has been approved by the Utah State Department of Human Services, Protection of Human Subjects Review Committee.**

21. **Bidder will assure that all clients referred under this contract who have an Advanced Directive shall have a copy filed with the client record and direct service staff will be informed.**

C. **Insurance/Indemnification**

1. **Insurance:** Bidder shall secure and maintain, at its sole expense, sufficient insurance from an insurance company authorized to write casualty insurance in the State of Utah, and having a "Best" rating of at least "A-", as will protect itself, its subcontractors, BRAG AAA, and the State of Utah. Policies shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody, and control of the bidder which may arise from operations under the contract. The policy shall provide for a single limit or the equivalent of not less than $1,000,000.00 aggregate for each occurrence and $3,000,000 aggregate. The policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.

   Each insurance policy shall include an endorsement that names the State of Utah, DHS, DHS/DAAS, and the Bear River Association of Governments and their officers and employees as additional insureds, and the policy shall provide the State of Utah, DHS, DHS/DAAS and their employees and officers with primary coverage (not contributing coverage) for any liability arising as a result of the contractor's acts or omissions in connection with this contract. The bidder shall provide to BRAG AAA a certificate of insurance evidencing that the coverage required hereunder is in effect. The certificate will also state that the insurer will give BRAG AAA thirty (30) days notice of cancellation or non renewal.

   Bidder will comply with the Utah Worker's Compensation Act (title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees.

2. **Indemnification:** Bidder agrees to release, indemnify, and save harmless Bear River Association of Governments, its officers, directors, principals, agents and employees and the State of Utah, DHS, DHS/DAAS its departments, officers, agents and employees from any and all liability, claims, suits, proceedings, losses, damages, injuries, judgments, settlements and expenses, including attorneys' fees, costs of suit and expert witness fees and costs, which allegedly or do in fact arise out of the bidders performance under this agreement, whether by negligence, omission, wrongful act or otherwise and whether raised by complaint, counterclaim, cross claim, third party actions, interpleader or otherwise.

   BRAG AAA reserves the right, at its option, to tender defense of any claim, suit, arbitration, or administrative proceedings to bidder and bidder agrees to provide defense therein for BRAG AAA at the bidder's sole cost.

D. **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 consent of an individual or his/her legal representative. Disclosures may be allowed by court order, or 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 shall be maintained in controlled access files. All client files and records related to this agreement shall be made available to BRAG AAA and/or the State of Utah upon request.

E. Bear River Association of Governments Area Agency on Aging Assurances

1. BRAG AAA shall have the responsibility for auditing, monitoring and evaluating the provision of services provided under this agreement, at least once per year, to determine compliance with the provisions of this agreement and other applicable Federal, State, or County laws or regulations. At least one (1) annual evaluation will be conducted to insure compliance with agreement provisions.

2. BRAG AAA shall provide technical assistance upon request to enable the bidder 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.

3. BRAG AAA shall verify, by reviewing bidder records, that services billed are actually provided. Direct service workers' time sheets, customer records and billings may be reviewed.

4. BRAG AAA shall make payments to the bidder following the procedures established in this agreement, VI, Billing and Payment. BRAG AAA agrees to notify the bidder in writing prior to denial of payment of the reasons for the denial of payment and of the actions that the bidder will need to take to bring about the release of withheld payments.

V. SELECTION AND CLIENT ASSIGNMENT

Providers who meet all bid specifications and have been awarded a contract will be utilized to provide services based on a combination of cost effectiveness and quality. If an agency is deemed not to be cost effective, BRAG AAA may decline to award a contract.

A. Cost Effectiveness

All qualified contracted providers will be grouped into two (2) categories based upon service unit costs. Contractors who submitted the most competitive rates will be listed in "Group A" and will be the first to receive a referral from the Alternatives/Caregiver Support Programs. "Group B" will be utilized in sequence only if the volume of referrals is too great for providers in "Group A" or if an "A"

provider is unable to meet the contract expectations, including quality assurance standards listed below.

The customer's decision to remain with a current provider or to utilize an affiliated agency will be honored as long as that agency has a current contract with BRAG AAA. A customer who has previously used a provider will be given the choice to use or not use that provider in the future. If a client does not have a preference to provider, the most cost effective provider will be selected.

B. Quality Assurance Indicators

Once a provider has been ranked according to cost, continued ranking and rating of referrals to the provider will be based upon quality assurance indicators listed below.

1. BILLING
   a. Timely submission of billing per contract requirements.
   b. Accuracy of monthly billings per service order authorization.

2. ACCESSIBILITY - Includes contract provider's ability to:
   a. Process customer intake within seven (7) days.
   b. Respond to Alternatives or Caregiver Support Case Managers issues within three (3) days.
   c. Return telephone calls from the BRAG Aging Case Managers upon receipt of message.
   d. Maintain the flexibility to serve customers with special needs, including but not limited to, medical, social, emotional, environmental and mental needs.
   e. Provide immediate notification within 24 hours or by the next working day of whether a client can be accepted for services.

3. QUALITY OF SERVICE - Includes contract provider's ability to:
   a. Assure constant and reliable workforce to provide adequate staffing patterns.
   b. Assure adequate screening and supervision of agency staff.
   c. Notify Alternatives or Caregiver Support Case Managers when organizational changes occur within the agency that affects customer services.
   d. Participate in client care conferences with Alternatives and Caregiver Support Case Managers.
   e. Notify Alternatives or Caregiver Support Case Managers of any significant changes in the customer's medical, psychosocial, or service

needs within twenty-four (24) hours (e.g. hospitalization, death, change in living environment or health status).

f. Designate at least one (1) office staff person who can assure that Alternatives or Caregiver Support Case Managers questions or concerns will be researched, addressed and followed-up within a timely manner.

g. Demonstrate an understanding of customers' formal and informal support systems.

h. Understand that the BRAG AAA funds are "last resort" and will work with the program to access other available resources needed to meet customer's in-home service needs.

i. Send a written copy of supervisory review notes upon request.

VI. BILLING/PAYMENT SYSTEM

Payment to providers for services is dependent on the timely submission of billing forms.

A. Billing/Payment Requirements

1. Bills must cover only a one month period - from the first day of the month through the last day of the month, or any day(s) therein. Providers agree to submit bills by the tenth (10th) day of every month for the previous month's services. Payment for services billed more than sixty (60) days from billing due date will be made at BRAG AAA's discretion.

2. The BRAG AAA Fiscal Year is from July 1 through June 30. Providers agree to submit all bills for services performed on or before June 30th of a given fiscal year no later than July 8th, regardless of the termination date of the contract. BRAG AAA may deny payment for services performed in the given fiscal year if it receives the provider bills for those services later than July 8th of the following fiscal year.

3. If the contract is terminated, all final bills under a contract must be received within thirty (30) days regardless of the billing period.

4. Providers should receive payment for services on a monthly basis, if submitted within the required time frames.

B. Verification of Accuracy of Billing:

Bills will be verified by BRAG AAA for compliance with authorized services and service levels as documented on the service order form submitted by the case manager. If the billing information submitted is incomplete or incorrect, payment will be delayed until the necessary corrections are submitted and approved for payment.

C. General Billing Information:

Bidder agrees that if during or subsequent to the contract period it is determined by BRAG AAA or the State of Utah, through audit or fiscal reviews, that payments to the bidder for services provided under this agreement were incorrectly reported or paid, BRAG AAA may amend the contract and adjust the bidders 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 BRAG AAA.

In addition, bidder 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 bidder, will upon written request, be immediately refunded to BRAG AAA by the bidder. Bidder further agrees that BRAG AAA shall have the right to withhold any or all subsequent payments under this or other contracts to the bidder until recoupment of overpayment is made.

All billing information should be addressed to:

Bear River Association of Governments
Attention: Lisa Freund
170 N. Main
Logan, UT. 84321

Please contact Lisa Fruend, 435-713-1461 or lisaf@brag.utah.gov, at any time should questions arise regarding the billing process.

VII. APPLICATION PROCESS

A. Bidders shall submit a completed copy of the Provider Application and Contract Agreement to include all attachments and required signatures listed in the provider eligibility standards (Section IV) and the Provider Application Checklist.

B. The original application and two (2) copies must be received by:
5:00 p.m., June 18, 2015

To: BRAG Area Aging Services
ATT: Michelle Benson
170 North Main
Logan, Utah 84321

VIII. CONTRACTUAL AGREEMENT

Upon acceptance of this bid, which includes the submission of all required attachments, the submitted documents, bid specifications, and attachments become the resulting contract. No binding agreement will exist between parties until the bid agreement is executed by both parties. Award of the contract may be withdrawn if the bidder does not submit all required documentation and certification.

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Title 63, Chapter 56, and Section 62-A-3-104 et seq. UCA 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 the BRAG AAA.

2. CONTRACT JURISDICTION: The provisions of this contract shall be governed by the laws of the State of Utah.

3. SEPARABILITY CLAUSE: The declaration by any court or other binding legal source that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract unless said provisions are mutually dependent.

4. ASSIGNMENT: The contractor shall not assign its benefits and obligations, under this contract, to any other legal entity without the prior written consent of BRAG AAA. Upon written approval of the assignment, the contract shall be binding upon and insure to the benefit of the assignee and its successors.

5. 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. Claim for services furnished by the contractor, not specifically authorized by this contract, will not be allowed by BRAG AAA.

6. TERMINATION: This contract may be terminated in advance of the specified expiration date with or without cause, by either party, upon 30 days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to the date of termination.

7. CONTRACT RENEWAL: Contractor agrees, for any contract issued as a result of this RFP, that BRAG AAA shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the RFP.

8. COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS: The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and failure to do so will be grounds for immediate termination of this Contract.

9. REDUCTION OF FUNDS: The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal or State of Utah law, regulation, or action or if there is significant underutilization of funds; provided, however, the contractor 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 contractor. BRAG AAA will give contractor 30 days notice of reduction.

10. ADMINISTRATIVE AND REPORTING REQUIREMENTS: The contractor shall maintain the records of service provision under this contract and statistical, fiscal and other records necessary for reporting and accountability required by BRAG AAA; and shall retain such records for at least six (6) years after last payment has been made on this contract or until all audits initiated within the six (6) have been completed, whichever is later.

11. DEBARMENT AND SUSPENSION: The contractor assures that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any Federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this agreement.

12. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, expressed or implied, to bind BRAG, the Bear River AAA, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for BRAG, the Bear River AAA, except as herein expressly set forth. Compensation provided for herein shall be the total compensation under direction of BRAG and the Bear River AAA. Persons employed by BRAG, the Bear River AAA, and acting under direction of BRAG and the Bear River AAA shall not be deemed to be employees or agents of this Contractor.

13. CITING DEPARTMENT IN ADVERTISING: The Bidder agrees to give credit to BRAG, the Bear River AAA, the Division of Aging and Adult Services, and the Administration on Aging for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc.

14. CONFLICT OF INTEREST: The Bidder represents that none of its officers or employees are officers or employees of BRAG or the Department of Human Services, unless disclosure has been made in accordance with (Section 67-16-7(2), Section 67-16-8, UCA 1999, as amended.) It will establish safeguards to prohibit employees from using their positions for a purchase that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. The Conflict of Interest Certification will be submitted as part of the RFP process.

15. SUBCONTRACTS: The Bidder may not subcontract to provide the services specified in the contract without written approval from BRAG. Subcontractors must meet BRAG procurement requirements and the fiscal program requirements of this contract. The Bidder retains full responsibility for the contract compliance whether services are provided directly or by subcontract.

16. GRIEVANCE PROCEDURE: The Bidder agrees to establish a system through which the recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The Bidder will advise recipients of their right to present grievances concerning denial or exclusion from or operation of the program, and to a hearing by BRAG in these instances. The Bidder will advise applicants in writing of rights and procedures to appeal.

17. HUMAN SUBJECTS RESEARCH: The Contractor may not conduct any research involving human subjects, including employees of the Department of Human Services or individuals receiving services (whether direct or contracted) from the Department of Human Services, unless the Contractor has obtained prior written approval from the Protection of Human Rights Review Committee of the Utah Department of Human Services, and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting any research on human subjects, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such committees or agencies. DHS Policy Manual, Policy No. 01-10, explains the policies and procedures for obtaining approval from the Protection of Human Rights Review Committee.

18. COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAWS: Regardless of number of persons employed by the Contractor, the Contractor shall comply with the laws identified in this section of the Contract. In addition to complying with any laws specifically mentioned in this and other sections of this Contract, the Contractor shall comply with all state and federal laws that apply to Contractor's activities or that impose restrictions on the Contractor's use of federal funding or grants. To assist the Contractor in identifying and complying with these laws, Table 1 Federal and State Laws is included. Contractor understands, however, that most business entities are subject to a wide variety of laws, and that it is the Contractor's responsibility to obtain legal advice about the scope and applicability of the laws governing its activities.

19. COMPLIANCE WITH DHS CODE OF CONDUCT: The contractor agrees to follow and enforce the Utah Department of Human Services' Code of Conduct. The Contractor further agrees to comply with the following requirements:

    A. Contractor shall provide a current copy of the DHS Code of Conduct to each current employee or volunteers; and
    B. Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she received a copy of the Code of Conduct.

C. With respect to new employees or volunteers, the Contractor shall comply with these requirements within thirty (30) days from the date of hire.

20. EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN: The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. The Contractor's performance shall not be excused by force majeure. The Contractor represents that it has identified the critical functions or processes of its business operations essential for providing the services required in this Contract. The Contractor also represents that it has developed and emergency management and business continuity plan (plan) that will allow the Contractor to continue to operate those critical functions or processes during or following an emergency. The CONTRACTOR further represents that its emergency management and business continuity plan includes: 1. Communications (with Contractor staff, the appropriate government agency, clients and clients' families); and, 2. Recovery and maintenance of client records. The Contractor also represents that it provides at least annual training for its staff on its emergency management and business continuity plan and it acknowledges that BRAG may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall evaluate its plan at least annually, and shall modify the plan as appropriate. The Contractor shall provide BRAG with a copy of its current plan upon request. Any modifications to the Contractor's plan shall be reported to BRAG within 15 days of the time the modifications are made. At that time, the Contractor shall also provide BRAG with a copy of the plan incorporating the identified modifications. Failure to maintain an adequate plan pursuant to this part shall constitute grounds for corrective action and/or termination of this Contract.

COMMONLY APPLICABLE LAWS

Table 1: FEDERAL AND STATE LAWS Revision Date: June 2014

"Federal and State Laws," is a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the CONTRACTOR shall seek independent legal advice.

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 *et seq.*; 28 C.F.R. Part 35, Part 39	
The Civil Rights Act of 1964, as amended Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d *et seq.*	
The Civil Rights Act of 1964, as amended Title VII	42 U.S.C. § 2000e *et seq.*	Utah Code § 13-7-1 *et seq.*
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45 C.F.R. 2543.82,18 U.S.C. § 874,29 C.F.R. Part 3	
Davis - Bacon Act	40 U.S.C. § 3142 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 *et seq.*; Utah Code § 34-38-1 *et seq.*; Utah Code § 67-19-36 *et seq.*; Utah Administrative Code, R.477-14-1 *et seq.*
Education Amendments of 1972, Title IX	20 U.S.C. §§ 1681 *et seq.*; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	Utah Code § 63G-12-302

Description of Act	Applicable Federal Law	Applicable State Law
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. §206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 *et seq*	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 *et seq*	
Public Health Service Act, Section 522 and Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended Section 504	29. U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act – (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, *et seq.* *(See also* Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)

Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, *et seq.*
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 *et seq.*	Utah Code § 26-38-1 *et seq.*;
Federal Water Pollution Control Act	33 U.S.C. § 1251 *et seq.*	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 *et seq.;* 40 C.F.R. Part 1500 *et seq*	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, *et seq.;* 36 C.F.R. Part 800, *et seq.*	
Pro-Children Act of 1994	20 U.S.C. § 6081, *et seq*	
Utah Clean Air Act		Utah Code § 26-38-1, *et seq.*
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C §3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 *et seq.*
Utah Protection of Public Employees Act		Utah Code § 67-21-1 *et seq.*
Procurement Laws		
Utah Procurement Code		Utah Code § 63G-6a-101 *et seq*
Utah State Procurement Rules		Utah Administrative Code, Rule R33-1, *et seq.*
Description of Act	**Applicable Federal Law**	**Applicable State Law**
Debarment and Suspension	45 C.F.R. Part 76; Exec, Order No. 12549; Exec. Order No. 12689	Utah Code § 63G-6a-904
Miscellaneous Laws		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti Lobbying Amendment	31 U. S.C. § 1352; 45 C.F.R. Part 93	
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 *et seq.*
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, Sept. 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 *et. seq.*
Hatch Act	5 U.S.C. § 1501, et seq.	Utah Code Ann. § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	

Public Health Service Act, Section 474 (a), Protection of Human Subjects	42 U.S.C.§ 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 &21 C. F. R.56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government	45 C.F.R § 92.36	
Utah Human Services Code		Utah Code Title 62A
Utah Referral Information Network		Utah Code § 62A-17-101 *et.seq.*