

**DAVIS COUNTY
THROUGH THE DAVIS COUNTY HEALTH DEPARTMENT SENIOR SERVICES IN-HOME
SERVICE PROGRAMS**

This DAVIS COUNTY STANDARD SERVICE PROVIDER CONTRACT (this “Contract”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (“County”), and the following person or entity which shall be called “Service Provider” in this Contract:

Service Provider:		Contact Phone Number:	
Contact Person:		Contact Email Address	
Address:		Type of Service:	

1. Background. The Home and Community Based Alternatives Program (TAP) and the National Family Caregiver Support Program are services of the Region IIC Davis County Area Agency on Aging (AAA) aimed at avoiding unnecessary or premature institutionalization of high-risk elderly.

A. **The Alternatives Program, Title 3B, 3E& Transitional Programs** provides community services to older adults and adults with disabilities to avoid unnecessary or premature institutionalization.

Eligible clients are elderly or disabled adults 18 years of age and older who meet established income and asset guidelines. Individual clients are determined eligible regardless of race, ethnicity, religion or gender. Title 3B clients must be age 60 or over.

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’ individual needs. Case Managers explore available community supports and programs and only authorize In-Home Services when no other funding source is available. Clients are monitored monthly and care plans are adjusted as needed.

B. **The Caregiver Support Program** provides temporary assistance to caregivers of older individuals. Caregivers must be 18 years of age or older, care receivers must be aged 60 or older. Caregivers are identified and offered services that include information, assistance, counseling/training/support groups, respite and supplemental services. Respite and supplemental services are intermittent and may be provided to the care recipient as a means of relieving the caregiver’s stress. Respite and supplemental services are objectively identified through an assessment process and are arranged for by Case Managers of the Caregiver Support Program. Individual clients are determined eligible regardless of race, ethnicity, religion or gender.

These programs directly purchase needed services for clients from a pool of approved providers. Providers are not required to provide all of the services available and may provide specific services only. The listing of approved contractors providing services is established as a result of contracts from eligible provider applications that have been approved by the County and that have executed this Contract.

C. **Funding Sources/Reimbursement/Rate Structure:**

The Alternatives Program and Caregiver Support Program, through the Utah Division of Aging and Adult Services (DAAS) and Davis County Senior Services, utilizes funds from the Utah State Department of Human Services, federal funds from Title III of the Older Americans Act, and Davis County funds to purchase services otherwise unavailable to clients through existing funding and/or service structures.

The Alternatives and Caregiver Support Programs use a unit cost for the direct provision of services. This contract is the formal agreement that establishes a fixed reimbursement rate for each unit of service delivered. Monthly reimbursement received by a subcontractor from The Alternatives Programs and Caregiver Support Program is based on the number of actual units of service provided as authorized by the Case Manager.

D. Service Providers will not be reimbursed for services which are rendered without prior written authorization from Davis County.

2. Term of Contract. This contract will become effective when all parties have signed it. The service period of this contract will be **July 1, 2023 through June 30, 2025** unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

3. Target Population. Client eligibility for services is determined by a Case Manager with Davis County Senior Services. Individual clients are determined eligible regardless of race, ethnicity, religion or gender.

4. Provider Eligibility Standards. Public, private nonprofit, or for-profit service organizations who offer services which meet the Davis County Health Department Family and Senior Services Minimum Service Standards Assurance Requirements, attached hereto as **Attachment A** and incorporated herein, may apply. Organizations must submit, along with an application, documentation indicating full and complete compliance with all applicable licensing requirements required by the Federal Communication Commission and any other applicable federal or state laws or regulations and ordinance(s).

5. Service Provider Responsibilities

A. Service Provider affirms and agrees to comply with all standards and specifications set forth in the Standard Terms and Conditions, attached hereto as **Attachment B** and incorporated herein, and further agrees to provide all services in accordance and compliance with the applicable Davis County, State and Federal licensing, standards, ordinances, rules and regulations for the duration of this contract period.

B. Service Provider affirms, warrants and agrees that it will provide the services contemplated herein in strict compliance with all applicable federal, state and local laws and regulations, including, but not limited to, 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, and the Age Discrimination Act of 1975. In addition, Service Provider agrees to comply with the Immigration and Naturalization requirement to obtain the I-9 Employment Eligibility Verification form from each employee. Service Provider will ensure that it will maintain a drug-free workplace in compliance with the conditions and

requirements contained in 45 CFR, part 76. Service Provider will abide by Utah Executive Order dated June 30, 1989, which prohibits sexual harassment in the workplace, Section 13-7-1 et. seq., of the Utah Code, which prohibits discrimination on the basis of race, color, sex, religion, ancestry, or national origin. Service Provider also warrants and agrees to comply with the provisions of Utah Code Title 26 Chapter 38 relative to smoking in public and other places.

C. **Insurance.** Prior to beginning the service(s) set forth in this contract and throughout the term of this contract, Service Provider agrees and warrants that it will obtain and maintain, at Service Provider's expense, the following types of insurance:

1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements for hold harmless, defense, and indemnification costs, expenses, or otherwise such as indemnification, defense, and hold harmless provision set forth in this contract with minimum limits as follows:

- (a) Each occurrence - \$1,000,000.00;
- (b) General aggregate - \$2,000,000.00;
- (c) Products – Comp/Op aggregate - \$2,000,000.00;

2. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and

3. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, Service Provider shall provide County with the applicable state issued waiver.

Davis County may request the Service Provider to provide Davis County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide Davis County with the requested Certificates/Records within three business days of Davis County's request, Davis County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, Davis County may immediately terminate this contract. The rights and obligations of the parties set forth in this section will survive the termination of this contract.

D. Service Provider shall ensure that all eligible clients will be served within five (5) working days of referral by the Program Case Manager and agrees to supply the required services and activities described hereafter.

E. Service Provider warrants and affirms that it will establish the standards of service provision, maintain all licensure requirements, and fully comply with all applicable codes of behavior to protect eligible clients from unsafe or unhealthful conditions and/or unprofessional conduct.

F. Service Provider warrants that it will ensure that all employees assigned under this contract will receive appropriate orientation and training and that all applicable licensure and training for direct providers of services is provided and documented in accordance

with the Procedures of the State Division of Aging and Adult Services, and Davis County Health Department Senior Services Division rules and regulations, and other Federal, State, County or City licensing and regulatory agencies.

- G. Service Provider affirms and warrants that it will provide adequate supervision for all direct services workers. Service Provider acknowledges and agrees that it is responsible for the supervision of all employees providing services under the contract and for monitoring and documenting that services are provided in the type and amount authorized by the Program Case Managers.
- H. Service Provider will notify Case Managers within twenty-four (24) hours of any changes in clients service needs, including, but not limited to, institutionalization, living environment, and death.
- I. Service Provider will ensure that services are available one (1) to seven (7) days a week. Service Provider guarantees a constant and reliable workforce for provision of service under this contract.
- J. Service Provider affirms and warrants that the services will be provided in compliance with the Case Manager's Service Authorization. Providers will not be reimbursed for services which are rendered without prior written authorization from **Senior Services**.
- K. Service Provider affirms and warrants that it will maintain and keep confidential client records which shall contain copies of monthly billing and documentation of service provided. Service Provider will make available to Davis County, upon request to the Service Provider supervisor, time records, problems, or concerns and descriptions, dates, and duration of actual service provided.
- L. Service Provider will comply with the administrative procedures for eligibility, reimbursement, reporting, auditing, and monitoring in accordance with applicable Federal, State and County rules and regulations.
- M. Service Provider will include the cost of direct service worker training, preparation of client meals, oversight of daily activities, mileage, salary, insurance, travel and supervision in the daily unit rate.
- N. Service Provider agrees that it will 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.
- O. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against Davis County, Davis County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("Davis County Indemnitees") that arises out of this contract or the acts or omissions of the Service Provider (each, a "Claim"), the Service Provider shall indemnify those Davis County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and

other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that Davis County negligently or intentionally caused those Indemnifiable Losses. The Service Provider's compliance with any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision. The rights and obligations of the parties set forth in this section will survive the termination of this contract.

- P. **Confidentiality.** Service Provider shall implement 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 a 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 conforms 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 Davis County, their designated representative and/or the State of Utah upon request.

6. Responsibilities of County.

- A. Davis County Health Department is responsible for auditing, monitoring and evaluating the provision of services provided under this Contract, at least once per year, to determine compliance with the provisions of this Contract, as well as applicable Federal, State, and County laws or regulations;
- B. Davis County Health Department agrees to verify, through review of the monthly invoicing and records that services billed are actually being provided.
- C. Davis County agrees to indemnify Provider, its officers, directors, principals, agents and employees against liability, claims, suits, proceedings, losses, damages, injuries, judgments, settlements, including attorneys fees, costs of suit and expert witness fees and costs, which arise out of Davis County's performance under this agreement, whether by wrongful act or otherwise and whether raised a complaint, counterclaim, cross-claim, third-party actions interpleader or otherwise.

7. Termination of Contract.

This contract may be terminated by any of the following actions:

- A. By either party after:
- (1) Any material breach of this contract; and
 - (2) After the notice to terminate this contract, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this contract;
- B. By the mutual written agreement of the Parties;
- C. By County:
- (1) If Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this contract, and/or the policies of the Davis County Health Department
 - (2) If Service Provider fails, within twenty-four (24) hours to cease such conduct or activity after notification by law enforcement, county, or otherwise; and
 - (3) After the notice to terminate this contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this contract;

- D. By County, if Service Provider fails to provide County, prior to the commencement of this contract, with all necessary federal, state, county, and/or municipal licenses, permits, bonds or otherwise to lawfully conduct the services required under this contract;
- E. By County:
 - (1) Due to County's dissatisfaction with any of Service Provider's work/services under this contract; and
 - (2) Five (5) calendar days after the notice to terminate this contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this contract;
- F. By County, with or without cause, thirty (30) calendar days after the notice to terminate this Contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this contract; or
- G. By County:
 - (1) If County, for any reason, is unsatisfied with Service Provider's insurance or the records/documentation that Service Provider, its agent(s), or Insurer(s) provide(s) to county regarding Service Provider's insurance; and
 - (2) After the notice to terminate this contract, which County shall provide to Service Provider, is effective pursuant to the notice provisions of this contract; or
- H. As otherwise set forth in this contract.

8. Selection and Client Assignment. Once the County receives a complete and correct application, Davis County Health Department Senior Services Division will select and retain service providers on an individual basis. Service providers who meet all specifications and execute a contract with Davis County will be utilized to provide services on cost effectiveness and quality indicators.

Client will be given a choice of all providers. The client's decision to remain with a current provider or to utilize an affiliated agency will be honored. A client who has previously used a provider will be given the choice to use or not use that provider in the future.

9. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

If to County:
 Davis County
 Attn: Chair, Davis County Board of County Commissioners
 61 South Main Street, Ste. 301
 P.O. Box 618
 Farmington, UT 84025

If to Service Provider:

 Attn: _____
 Address _____
 City _____
 State & Zip _____

10. Remedies for Breach and/or Termination of this Contract.

- A. Upon a material breach of this Contract by either party, the non-breaching party may pursue any remedy under this Contract or at law, equity, or otherwise against the breaching party arising from, in connection with, or relating to this Contract.
- B. Upon the termination of this Contract by the Parties pursuant to section 7.B. above, the Parties shall have no further duties, obligations, or otherwise under this Contract.
- C. Upon the termination of this Contract by County pursuant to sections 7.C., 7.D., 7.E., or

7.H., County:

- (1) Shall have no further obligation to pay Service Provider or otherwise perform under this Contract; and
 - (2) May pursue any remedy under this Contract or at law, equity, or otherwise against Service Provider.
- D. Upon the termination of this Contract by the Parties pursuant to section 7.F. or 7.G. above, County shall have no further obligation to pay Service Provider or otherwise perform under this Contract.

11. Damages. The Parties acknowledge, understand and agree that, during the term of this contract, Service Provider is fully and solely responsible for:

- A. Any and all activities or business sponsored or conducted by Service Provider; and
- B. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise, whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to this Contract and/or the acts or omissions, negligent or otherwise, of Service Provider and/or the Service Providers Representatives.

The Parties further acknowledge, understand, and agree that Service Provider shall fully reimburse County for any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise, whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to this contract and/or the acts or omissions, negligent or otherwise, of Service Provider and/or Service Providers Representatives.

12. Survival of Terms, Provision, Promises, or Otherwise of This Contract after Termination. It is expressly understood and agreed that all of the terms, provisions, promises, or otherwise of this Contract shall survive the termination of this Contract unless:

- A. Certain terms, provisions, or otherwise of this Contract expressly state otherwise; or
- B. After a court, which has lawful jurisdiction or venue over matters relating to this Contract, finds that a particular term, provision, promise, or otherwise of this Contract does not survive the termination of this Contract.

13. Independent Contractor. Service Provider shall perform this contract as an independent contractor. Service Provider and Service Providers Representatives shall not be deemed to be an employee, agent, or representative of County, and thus have no right to and shall not be provided with any Davis County benefits.

14. Conflict of Terms or Provisions. In the event of any conflict between the terms of this contract and any documents referenced in this contract and incorporated into this contract by reference including, but not limited to, exhibits or attachments to this contract, this contract shall control.

15. Assignment Restricted. Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:

- A. Any discretion granted under this contract;
- B. Any right to satisfy a condition under this contract;
- C. Any remedy under this contract; or
- D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

- 16. Waivers.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 18. Entire Contract, Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 19. Enforcement of Contract.** The Parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Contract. In the event that any party breaches this Contract, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under this Contract, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).
- 20. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 21. Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this contract by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this contract, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 22. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret the contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 23. Authorization.** The persons executing this contract on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this contract, this contract represents a binding and enforceable obligation of such party.
- 28. Counterparts; Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each of which will be deemed an original but all counterparts together will constitute contract one and the same contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>DAVIS COUNTY</p> <p>By: _____ _____</p> <p>Brian Hatch Director Davis County Health Department</p> <p>Date: _____ _____</p>	<p>INSERT SERVICE PROVIDER</p> <p>By: _____ _____</p> <p>Print Name: _____ _____</p> <p>Its: _____</p> <p>Date: _____</p>
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ATTACHMENT A

MINIMUM SERVICE STANDARDS ASSURANCE

Any service funded by Davis County Health Department Senior Services Division (AAA) must be in compliance with the AAA service definitions except for specific standards for which compliance has been waived by the AAA according to prescribed policy.

I hereby enter this assurance of compliance.

_____ herein called the Contractor,

HEREBY ASSURES that persons involved in implementing the service contract have read minimum service definitions on each of the services for the services for which funds are being requested.

FURTHERMORE, the Contractor assures that it is completely in compliance with all standards according to State of Utah, Federal and County rules and regulations:

This assurance is given in consideration of and for the purpose of obtaining Federal and State funds. The contractor recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the AAA shall have the right to seek enforcement of this assurance.

Your Agency Name _____

RATE AND SERVICE TABLE
(check all the services that you intend to provide and enter rates)

Service Type	Rate	*Maximum Allowable	Unit of Service
Adult Companion		\$25.00	Per hour
Homemaking		\$27.00	Per hour
Supplemental Home Delivered Meals		\$7.50	Per Meal
Personal Care Aide		\$27.00	Per hour
Certified Nursing/Home Health Aide		\$29.00	Per hour
Community Transition Service		Varies	Per service
Respite Unskilled (Homemaker)		\$27.00	Per hour
Respite Skilled (Home Health Aide)		\$29.00	Per hour
Facility Respite (ALF/SNF)		\$200.00	Per day
Adult Day Health Services		\$55.00/\$89.00	Per ½ day or full
Transportation Services		\$10.00	1 way trip
Chore Services		\$35.00	Per hour or bid
Fiscal Agent		\$95.00	Per month
PERS Installation/Removal		\$50.00	Per installation
PERS Monthly Monitoring		\$30.00	Per month
PERS Monthly Monitoring with SIM Card		\$40.00	Per month
PERS Monthly Monitoring with fall detection		\$40.00	Per month
Medication Reminder Sys. Installation		\$75.00	1 x only
Medication Reminder System/ Monitor		\$80.00	1 x only
Personal Budget Assistance/ Bill Pay		\$24.00	Per hour
RN/LPN Visit		\$80.00	1 visit
Specialized Medical Equipment	Varies	Varies	Per Item

Providers charging above the maximum allowable rates will not be considered for a contract

Please Note: If your agency requires a 2 hour minimum or more we will not accept your contract for services. Most of our clients require a 1 hour visit, 2 hour minimum visits are not cost effective for our programs.

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Title 63G, Chapter 6a, Chapter 56, and Section 62-A-3-104 at 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 Davis County.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **SEVERABILITY 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 enforcement 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 legal entity without the prior written consent of Davis County. Upon written approval of the assignment, the contract shall be binding upon and inure 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. No claim for services furnished by the contractor, not specifically authorized by this contract, will be allowed by Davis County.
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 agreement that Davis County shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the application at a level of funding to be determined at the time of the renewal.
8. **LICENSING AND STANDARD COMPLIANCE:** Contractor states that they currently meet all applicable licensing and applicable health, fire, safety, building, zoning, and sanitation standards required by Federal or State of Utah laws or regulations and

ordinances of Davis County and the city 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.

9. **REDUCTION OF FUNDS:** The maximum amount authorized by the contract shall be reduced or contract terminated if required by Federal or State of Utah law, regulation, or action or if there is significant underutilized of funds. 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. Davis County will give the 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 Davis County; and shall retain such records for at least (4) years after the last payment has been made on this contractor.
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.

ATTACHMENT C

Service Definitions

HOMEMAKER SERVICES: Services consisting of general household activities (meal preparation and routine household care) provided by a trained homemaker, when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care for him or herself or others in the home.

PERSONAL CARE/C.N.A SERVICES: Perform normal household services essential to health care at home; make occupied or unoccupied beds, may remind or supervise client who is able to self administer medications. Perform simple diagnostic activities, taking vital signs (blood pressure, pulse, and respiration), taking temperatures. Personal grooming bathing and dressing, oral hygiene and denture care, toileting and toilet hygiene, shaving, hair care, and skin care. Assist with ambulation and transferring. When specified in the plan of care, this service can also include housekeeping/homemaking activities.

RESPIRE CARE – IN HOME: Services to individuals unable to care for themselves; provided on a short-term basis because of the absence or need for relief of those persons.

RESPIRE CARE – ALF/LTC FACILITY: consists of care furnished in a licensed long term care facility during the absence of, or to relieve, the normal caregiver.

HOME DELIVERED SUPPLEMENTAL MEALS: Provides a nutritionally sound and satisfying meal to individuals who are unable to prepare their own meals and who do not have a caregiver available to prepare meals for them.

COMMUNITY TRANSITION: Offered to allow for the provision of essential household items and/or services needed to establish or maintain community living arrangements that are necessary to maintain health and welfare.

ADULT COMPANION: Non-medical care, supervision and socialization. Companions may assist or supervise the individual with tasks such as meal prep, laundry, and shopping but do not perform these activities as discrete services

CHORE SERVICES: Assistance to persons having difficulty with one or more of the following instrumental activities of daily living. Examples: heavy housework, walls, moving furniture, yard work or sidewalk maintenance as defined in the service order.

ADULT DAY CARE SERVICES: Provide a supervised setting during which health and social services are provided on an intermittent basis to ensure the optimal functioning of client.

TRANSPORTATION: Enable individuals to gain access to community services, activities, and resources, specified by the care plan. This service is offered in addition to required medical transportation

services and shall not replace them. Transportation services shall be offered in accordance with the individual's care plan. Whenever possible, family, neighbors, friends, or community agencies that can provide this service

PERSONAL EMERGENCY ALERT SYSTEMS: Serves the purpose of enabling the individual who has the skills to live independently or with minimal support to summon assistance in an emergency situation. The service provides ongoing access to a signal response center that is staffed twenty-four hours per day, seven days a week by trained professionals responsible for securing assistance in the event of an emergency.

PERSONAL EMERGENCY RESPONSE SYSTEM INSTALLATION TESTING & REMOVAL: Provides installation, testing and removal of PERS electronic device by trained personnel.

MEDICATION REMINDER SYSTEM: Provides a medication reminder by a third party entity or individual that is not the clinician responsible for prescribing and/or clinically managing the individual, not the entity responsible for the administration of medication, and not the entity responsible for the provision of nursing or personal care, attendant care, or companion care services. Services include a non face-to-face medication reminder techniques (e.g. phone calls, telecommunication devices, medication dispensing devices with electronic alarms which alert the individual and a central response center staffed with qualified individuals, etc.)

FISCAL AGENT SERVICES: Facilitate the employment of personal attendants by the individual or designated representative including: (a) provider qualification verification (b) employer-related activities including federal, state, and local tax.

BILL PAY/PERSONAL BUDGET ASSISTANCE: Provides assistance with financial matters, fiscal training, supervision of financial resources, savings, earnings and funds monitoring, monthly check writing, bank reconciliation, budget management, and fiscal interaction on behalf of the individual.

LICENSED PRACTICAL NURSE: Services listed in the plan of care that are within the scope of the State of Utah 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.

REGISTERED NURSE NURSING: Services listed in the plan of care that are within the scope of the State of Utah Nurse Practice Act and are provided by a Registered Nurse under the supervision of a Registered Nurse licensed to practice in the State of Utah.

SPECIALIZED MEDICAL EQUIPMENT: Includes devices, controls, or other appliances which are of direct medical or remedial benefit to the individual and items necessary for life support, ancillary supplies, and equipment necessary to the proper functioning of such items, and durable and non-durable medical equipment.

ATTACHMENT D

REIMBURSEMENT PROCEDURES:

1. Service Provider will bill client services monthly at the agreed upon rate.
2. Monthly billing Invoices will be completed and received by Davis County Health Department Senior Services no later than the 10th of each month following the close of the prior month.
3. In the event the billings are received later than the 15th of the month, payment for services will not be processed until the following month.
4. If billing is more than 90 days late, charges will not be paid.
5. December Invoices must be received no later than the 10th of January.
6. Email monthly bill to: shawnan@co.davis.ut.us