MAG
Expert Resources. Enriching Lives.

CONTRACT FOR SERVICES PROVIDED BY SENIOR CENTER

1. **CONTRACTING PARTIES**: This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Payson City Corporation, 439 W Utah Avenue, Payson, Utah 84651, referred to as CONTRACTOR.

2. **PURPOSE AND SCOPE OF CONTRACT**: To provide access and nutrition services to individuals who are 60 years of age and older (including spouses of any age of such individuals) as described in Part II.

3. **CONTRACT PERIOD**: This Contract is effective as of July 1, 2020 and terminates on June 30, 2022, unless terminated sooner in accordance with the terms and conditions of this Contract.

4. **PART I**: General Provisions

5. **PART II**: Description of Services

6. **PART III**: Contract Costs, Billing, and Payment Information

7. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT**: By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED**:

   A. All documents specified in this Contract and its attachments; MAG's Standard Operating Procedure;

   B. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is

responsible for familiarizing itself with these laws and procedures and complying with them.

9. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR**: The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Contractor Signature Date

William R. Wright, Mayor

Type/Print Contractor's Name and Title

WITNESS:

Witness Signature Date

Kim E. Holindrake, City Recorder

Employee or officer authorized by contractor to sign reports and invoices (if not already signatory above).

Tammy Evans 7-3-2020

Signature Date

Please print or type name.

Tammy Evans

MAG:

Andrew K. Jackson Date
Executive Director

APPROVED AS TO COMPLIANCE WITH AREA PLAN:

Heidi DeMarco Date
Director, Aging and Family Services Dept.

APPROVED AS TO AVAILABILITY OF FUNDS:

Garret Henderson Date
Contracts Manager

APPROVED AS TO FORM:

Robert J. Schumacher Date
Attorney at Law
Legal Counsel

PART I - GENERAL PROVISIONS

1. **PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY**

   A. **Contractor and the Utah Governmental Immunity Act**: Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and DHS/MAG are each responsible and liable for any wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a subcontractor, that subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.

   B. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

   Indemnification by the Contractor and Sub-contractor: The Contractor and DHS/MAG shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

   The Contractor shall provide MAG with a copy of its liability insurance.

2. **WORKER'S COMPENSATION ACT:** The Contractor and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees. Contractor will provide MAG with a copy of the insurance and provide MAG with a copy of its sub-contractors' worker's compensation insurance.

3. **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 represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually, and shall modify that plan as appropriate.

4. **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 if the Contractor fails to do so, MAG may terminate this Contract immediately.

5. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: http://hspolicy.utah.gov/files/dhs/5-%20Security/5-3-%20Provider%20Code%20of%20Conduct.pdf.

6. **RESTRICTIONS ON CONFLICTS OF INTEREST**: The purpose of this Section is to assure that the goods and services provided to MAG under this Contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.

7. **MONITORING AND REPORTING REQUIREMENT FOR CONFLICT OF INTEREST**:

   A. Contractor certifies by signing this contract that the goods to be provided are of a commercially reasonable level of quality and cost and Contractor's employment of relationship with MAG, the State of Utah, or anyone else is not improper or gives the appearance of being improper.

   B. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth $2,000.00 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.

8. **RECORD-KEEPING AND REPORTING REQUIREMENTS**: The Contractor shall retain all records related to this Contract in accordance with the rules and regulations of the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). In addition, the Contractor shall comply with all reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT**: The Contractor shall retain all records related to this Contract for at least the following periods of time:

   A. **Protecting DHS/MAG's Continuing Access Rights to Contract-Related Records.** The Contractor acknowledges that DHS/MAG is entitled to have ready access to all records relating to this Contract, and the Contractor shall not do anything to limit or interfere with DHS/MAG's access rights, except as expressly provided by law. DHS/MAG and the Contractor acknowledge, however, that entities other than DHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.

   B. **Permission for Early Destruction of Records.** The Contractor shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract"), unless the Contractor gives MAG thirty days' written notice and obtains MAG's prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Contractor provides the services under this Contract or a site operated by the Contractor in the geographic area covered by this Contract.) As a condition of consenting to the Contractor's early destruction or relocation of the records, MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.

   C. **Method for Destruction of Client Records.** If the contractor maintains any client records under this Contract, and if this Contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.

10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this Contract, unless such access is expressly prohibited by state or federal law. The Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C §§□□ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than DHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental subcontractors and any Contractor or governmental subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHS/MAG before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHS/MAG, and allow DHS/MAG to respond directly to the records-request.

11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.

12. **MONITORING OF CONTRACTOR'S PERFORMANCE:** MAG shall have the right to monitor the Contractor's performance of all services under this Contract. Monitoring of Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this Contract. Performance monitoring may include both announced and unannounced visits.

13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this Contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.

14. **CONTRACT TERMINATION:**

    A. **Right to Terminate Upon Thirty Days Notice.** 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.

    B. **Immediate Termination.** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows MAG to terminate the Contract immediately for a violation of that provision, MAG may terminate this Contract immediately by notifying the Contractor in writing.

    C. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.

    D. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities, and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).

E. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

F. **Remedies for Contractor's Violation.** The Contractor acknowledges that if the Contractor violates the terms of this Contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.

15. **GRIEVANCE PROCEDURES**: The Contractor shall have a grievance procedure in place and shall notify MAG of any grievance submitted to the Contractor by any participant of the program covered by this Contract.

16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be reviewed by MAG at MAG's discretion.

17. **STANDARD OPERATING PROCEDURE:** Contractor agrees to comply with MAG's Department of Aging and Family Services Standard Operating Procedure.

18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.

19. **CHANGE IN SENIOR CENTER DIRECTOR:** Contractor shall notify MAG of the vacancy in the Center Director's position.

20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the CONTRACTOR shall acknowledge that MAG and the Department of Human Services provided for the programs.

21. **TRAINING**: The Center staff shall attend an annual training meeting if offered by MAG.

PART II: DESCRIPTION OF SERVICES AND ADDITIONAL CONDITIONS – UTAH COUNTY CENTER

1. **POPULATION TO BE SERVED:**
For Older Americans Act services: Individuals 60 years of age and older (including spouses of any age of such individuals) with social and/or economic need, targeting low income minorities.

2. **METHODS OF PROVISION:**
Services shall be provided as specified below. A unit of service is described hereafter for each service, and shall form the basis for payment and evaluation by MAG.

3. **SPECIFIC SERVICES:**

SERVICE CODE	SERVICE NAME	DESCRIPTION	UNIT OF SERVICE
SAO	Outreach/Client Finding	Intervention initiated by CONTRACTOR to identify clients and encourage the use of existing services and benefits. Only applicable to a first-time contact with a new client who has not previously used aging services or who has not used any services for an extended period of time. CONTRACTOR will place special emphasis on rural elderly with greatest economic or social need, with particular attention to low-income minority individuals, and older individuals with severe disabilities, informing such persons of the availability of service.	1 UNIT = 1 CONTACT
SAI	Information/ Assistance	Includes the provision of concrete information to a client about available public and voluntary services/resources and linkage to ensure the service will be delivered to the client. Includes contact with the provider. Does not include mass media contacts, newsletters or other similar contact.	1 UNIT = 1 CONTACT
CMM	Congregate Meals Site Management	All activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of meal site, and the serving of meals.	1 UNIT = 1 DAY 1 UNIT = 1 MEAL SERVED

4. **FOCAL POINT OBLIGATION**: The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the Older Americans Act or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with, and coordinating in behalf of, the older residents of its community, all services available for such older persons.

5. **SPECIAL MEAL CONSIDERATIONS**: The Contractor agrees, whenever it is under contract to provide meal service to eligible older persons, that it will offer meals on the same basis as they are provided to elderly recipients, to individuals providing volunteer services during the meal hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under the Older Americans Act.

6. **IMPOSITION OF FEES**: The CONTRACTOR will not impose any fees upon client given services under this contract except as authorized by MAG.

7. **COMPLIANCE WITH OLDER AMERICANS ACT:** CONTRACTOR will comply with all provisions of Public Law 89-73, Older Americans Act of 1965 with all amendments thereto that have been passed into law, and with responsibilities of service providers required by Public Law 100-175, Older Americans Act Amendments of 1987 and 1992, as specified hereafter, and shall:

   (a) Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning coordination, evaluation and reporting requirements established by the State;

   (b) Specify in the space immediately below how the provider intends to satisfy the service needs of older low income minority and older persons residing in rural areas:

   We provide access to and from our senior citizen's center for individuals sixty and over, plus their partners for nutritional services.

   (c) Provide recipients with an opportunity to contribute to the cost of the service;

   (d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;

   (e) Where feasible and appropriate make arrangements for the availability of services to older persons in weather related emergencies;

   (f) Assist participants in taking advantage of benefits under other programs;

   (g) Assure that all services funded hereunder are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources; and

   (h) Comply with all policies, procedures and/or directives addressing service providers and subcontractors and specified within the current Standard Operating Procedures Manual of the MAG Department of Aging and Family Services, and any additions, revisions or deletions thereto as notified by MAG.

8. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the Older Americans Act; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts. Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

9. **PRIORITY OF SERVICE:** Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this contract.

10. THE SPOUSE of the older person regardless of age or condition may received a home-delivered meal if, according to criteria determined by MAG, receipt of the meal is in the best interest of the homebound older person.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

   a. Billing name and address of the Contractor:

   Payson City Corporation
   439 West Utah Ave
   Payson, UT 84651

   b. Address/location where the services will be provided:

   Payson Senior Center
   439 West Utah Ave
   Payson, UT 84651

2. **CONTRACT PAYMENT:** MAG agrees to reimburse the Contractor in accordance with following table, upon receipt of itemized billing for approved service activities given and supported by information contained on reimbursement forms supplied by MAG. The line item allocations for services under this Contract are specified in the following table:

SERVICE CATEGORY	UNITS	RATE	MAG	LOCAL MATCH	TOTAL
Information & Assistance	120	.75	$ 90.00	$ 60.30	$ 150.30
Meals Site Management	10,400	25/D+.30/M	$9,420.00	$6,217.25	$15,637.25
TOTAL			$9,510.00	$6,277.55	$15,787.55

If the Contractor experiences a shortfall in operating revenues due to a decline in the number of meals served, the Contractor may request a one-time adjustment to the reimbursement rates through contract amendment. MAG will consider such adjustment based on balance of contract and available revenues.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. The Contractor shall bill MAG only for actual costs allowable under the federal and DHS cost principles referred to in Part IV ("Cost Accounting Principles and Financial Reports"), and the Contractor shall maintain records that adequately support the allowability of these costs.

4. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.

   MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.

5. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.

6. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If an independent CPA audit or a fiscal review by DHS/MAG determines that MAG has over-paid the Contractor for services under this Contract because: (a) the Contractor's expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the Contractor's expenditures are inadequately documented, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.

7. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.