

AGREEMENT
between
SALT LAKE COUNTY
and

for
RECOVERY SUPPORT SERVICES (RSS)

This Agreement is between Salt Lake County, a body corporate and politic of the State of Utah (“County”), and _____ (“Contractor”), a (n) (check the applicable designation)

- | | |
|--|---|
| <input type="checkbox"/> individual | <input type="checkbox"/> limited partnership |
| <input type="checkbox"/> proprietorship | <input type="checkbox"/> corporation of the State of Utah |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> limited liability company of the State of Utah |
| <input type="checkbox"/> non-profit | <input type="checkbox"/> for-profit |
| <input type="checkbox"/> other: _____ | |

with its principal place of business address of _____.
County and Contractor may be referred to as “the parties.”

RECITALS

1. SCOPE OF SERVICES

Contractor agrees to make available to the County one or more services as described in the Utah Recovery Support Services (RSS) Policy and Procedure Manuals, which can be found at <https://sumh.utah.gov/services/recovery-supports/recovery-resources>, and which are hereafter referred to as the “RSS Manuals.” The Contractor agrees to be bound to the most current RSS Manuals. The Contractor also agrees to be bound by the terms of attached Agreement between the State of Utah Department of Health and Human Services, Office of Substance Use and Mental Health, and Salt Lake County Division of Behavioral Health Services, which is hereby incorporated by reference as “Attachment 1.” Contractor agrees to make available to the County one or more of the specific services that it has selected in the Contractor’s Response to County’s Request for Applications, which is hereby incorporated by reference as “Attachment 2.” The Contractor and County may add or delete selected services from the RSS Agreement through mutual amendment at a later date.

2. CONSIDERATION/REIMBURSEMENT

All RSS services provided by the Contractor must be provided within the specifications of the State RSS Manuals. Vouchers are specific to client, agency and service. Voucher information includes client name, service description, agency name, units of service, voucher begin date and voucher end date. Any services provided outside of the parameters of the voucher are not eligible for reimbursement and claims will be denied. All Contractor billing

must be submitted via Salt Lake County Utah Web Infrastructure for Treatment Services (UWITS). Contractor shall be reimbursed for vouchered services as specified in the rate table(s) contained in the RSS Manuals. No payment to Contractor from County will be considered beyond the amounts specified in the RSS Manuals. RSS rates are considered payment in full for services vouched. Co-pays and fees (including ancillary services) shall not be collected from clients for services rendered that are vouched through this program without prior approval from County. All vouched services are considered as payment in full; no additional costs shall be collected from clients for vouched services. Clients who are participating in sober supportive housing may be required to pay a percentage of the rent, which is an allowable cost to collect.

All services must be billed within 30 days of the date of service for reimbursement. Any services billed 31 calendar days or later will be denied. If Contractor is notified by County of any required paybacks, paybacks must be submitted with the next billing cycle. If paybacks are not submitted by the end of the current fiscal year, County will net any remaining paybacks against the final fiscal year payment.

The Contractor shall be reimbursed by the County upon receipt of electronic data. RSS service data must be submitted consistent with the service activities that are vouched/ authorized. The Contractor agrees to submit billing to the County each month on or before 9:00 a.m. on the 5th of the following month. If the 5th of the month falls on a weekend or holiday, data is due the previous Friday by 9:00 a.m. Reimbursement requests received after the submission deadline, unless the County approves an extension, may be delayed or denied. All billings for the current fiscal year are due by July 5th unless the 5th falls on a weekend or holiday, in which case it is due on the previous Friday. Any billing not received by the fiscal year deadline will not be paid.

Due to the nature of the voucher reimbursement system's focus on client choice, the County makes no guarantee that the Contractor's services will be requested in a specific quantity or at all.

3. EFFECTIVE DATE/TERM

This Agreement is effective as of the ____ day of _____, 20____ and shall continue in full force and effect until this Agreement is terminated pursuant to the terms contained in Section 17 "TERMINATION" of this Agreement.

4. RECORDS RETENTION/ACCESS TO RECORDS

Financial and program records pertaining to services to be purchased for adults shall be retained by the applicant for a minimum of six years after the last payment by the County. All financial and program records pertaining to services to be purchased for minors (client under the age of eighteen, 18) shall be retained for a minimum of six years after the last payment by the County or until the child reaches the age of twenty-two (22), whichever period is longer. All Title XIX (Medicaid) records are required to be kept in accordance with

the above guidelines. All paper records must be maintained in a locked room or case. All electronic records must be secured in accordance with federal guidelines.

The Contractor shall allow for independent, State, County, and Federal audit review and inspection upon request. When an audit, litigation, or Government Records Access and Management Act (GRAMA) (see number 34 below) request is initiated prior to the end of the six-year period, records shall be maintained for a period of five years following the completion of such action and the resolution of all actions which arise from it.

If Contractor discontinues its programs or ceases to provide services under this contract, the Contractor shall work with the County to execute a transition plan for the client records.

5. NICOTINE-FREE POLICY

The Contractor will participate in Recovery Plus by following standards set in the County provider network Nicotine-Free Policy including posting related signage. All services shall be provided in a nicotine-free environment.

6. NALOXONE RESCUE KITS

For providers of sober living services, Naloxone rescue kits should be available on the premise(s) and readily accessible for client use. Should a client have need to use a Naloxone rescue kit, the client and anyone assisting the client in the use of the rescue kit shall be held harmless for the use of the rescue kit.

7. GRIEVANCE PROCEDURE

The Contractor will establish a grievance and appeal system for its clients and applicants of the services and programs covered by this Contract and shall notify each client and applicant that:

- A. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:
 - Denial of services pursuant to this contract;
 - Exclusion from a program pursuant to this contract; or
 - Inadequacies or inequities in the programs and services provided pursuant to this contract.
- B. Contractor will establish and maintain a tracking system identifying the nature and outcome of each grievance.
- C. Clients and applicants may appeal to the County if grievance cannot be satisfactorily resolved by the Contractor.

8. DRUG-FREE WORKPLACE

The Contractor will maintain a written Drug-Free Workplace policy in accordance with the requirements of 45 C.F.R. Part 76.

9. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor under this Agreement shall be that of a Contractor status, not a Subrecipient, consistent with a "Contractor" classification as described in 2 CFR § 200.330.

Contractor is an independent contractor. Contractor shall discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent Contractor. This Agreement does not create the relationship between County and Contractor of employer and employee, partners, or joint venturers.

The parties agree that Contractor's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties.

10. CONTRACTOR LICENSE REQUIREMENTS

The Contractor must comply with all federal, state and local laws, regulations and/or ordinances covering performance under this contract and must obtain all required licenses and/or certifications.

If required by law, the Contractor currently meets all applicable licensing or other standards required by Federal and State laws in which services and/or care is provided and will continue to comply with such licensing or other applicable standards for the duration of this Agreement.

All applicable federal, state and local licenses will be acquired prior to this Agreement being signed.

A copy of the applicable license(s) will be submitted to the Division of Behavioral Health Services prior to this contract being signed. A copy of the applicable license(s) will be submitted to the County as they are renewed.

The Contractor must comply with all Department of Occupational and Professional Licensing (DOPL) standards.

11. AGENCY

No agent, employee or servant of Contractor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall be entirely responsible for their acts and for the acts of their agents, employees, and servants during the performance of this Agreement.

12. COUNTY REPRESENTATIVES

County shall designate an employee as the County Representative to assist with the administration of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement. The County Representative does not have the authority to amend or alter this Agreement.

13. CONTRACTOR REPRESENTATIVE

Contractor shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Contractor's representative in its performance of this Agreement. The Contractor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

14. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor agrees to perform its services under this Agreement with the highest level of professionalism observed by professionals in its industry. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

15. INDEMNIFICATION

Contractor shall hold harmless and indemnify the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities including claims for personal injury, death, damage to personal property, or profits and liens of workmen and material men (suppliers), resulting directly or indirectly from, or arising out of, any acts or omissions of or by the Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this agreement. The Contractor agrees that its duty to indemnify the County under this agreement includes litigation and court costs, expert witness fees, and any sums expended by or assessed against

the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

16. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101 to -904. The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing in this Agreement shall be construed as waiving or modifying the protections, the limits of liability set forth in that Act, the basis for liability as established, or any other provisions of the Act.

17. NON-FUNDING CLAUSE

County intends to request the appropriation of funds to be paid for the services provided by Contractor under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement or become unavailable during the course of any fiscal year, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement and said termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Contractor of said non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

18. INSURANCE

- A. County represents that it is self-insured pursuant to the provisions of Utah Code § 63G-7-801.
- B. Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

- A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.
- B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
 - (i) Currently rated A- or better by A.M. Best Company; and
—OR—
 - (ii) Listed in the United States Treasury Department’s current Listing of Approved Sureties (Department Circular 570), as amended.
- C. The Contractor shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Contractor shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.
- D. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.
- E. The Contractor's insurance policies shall be primary and non-contributory to any other coverage available to the County. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.
- F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.
- G. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the County in a manner approved by the County District Attorney.
- H. In the event Contractor fails to maintain and keep in force any insurance policies as required herein County shall have the right at its sole discretion to obtain such coverage and reduce payments to Contractor for the costs of said insurance.

REQUIRED INSURANCE POLICIES

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

- A. Workers’ compensation with limits as required by the State of Utah, and employer’s liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is

allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

- B. Commercial general liability insurance, on an occurrence form, with both Salt Lake County and The State of Utah listed as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall protect the County, the State, the Contractor and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

—&/OR—

- B. Professional liability insurance with a minimum policy limit of \$2,000,000 per occurrence. (The County is not to be an additional insured for professional liability insurance).
- C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

- C. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

19. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

20. ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

21. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A. Contractor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance.

22. PUBLIC FUNDS AND PUBLIC MONIES

- A. Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in Contractor’s possession.
- B. Contractor’s Obligation: Contractor, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to Salt Lake County. Contractor understands that it, its officers, and employees may be criminally liable under Utah Code § 76-8-402, for misuse of public funds or monies. Contractor understands that County may monitor the expenditure of public funds by Contractor. Contractor understands that County may withhold funds or require

repayment of funds from Contractor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

23. AUDITS

The Contractor must comply with all applicable Federal and State laws regarding audits and financial reports. These reporting requirements include Federal OMB Uniform Guidance, 2 CFR Part 200 and Utah Code §§ 51-2a-201 (government entities), 51-2a-201.5 (non-profit corporations) and 63J-1-220 (local government entities and private organizations).

A copy of all required financial reports shall be provided to the County within one hundred eighty (180) days of the close of the Contractor's fiscal year.

Contract funding consists of a combination of Federal, State, and County funding.

24. TERMINATION

- A. Termination for Breach. County may terminate this Agreement for an "Event of Default" as defined, upon written notice from County to Contractor.
- B. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.
- C. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- D. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following unforeseen force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics (excepting COVID) or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted

Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period in excess of thirty (30) consecutive days following written notice given by it under this paragraph, either Party may thereafter terminate this Agreement upon fifteen (15) days' written notice to the other party.

- E. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- F. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion, that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.
- G. Termination by Mutual Agreement. The Parties may mutually agree to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever the parties agree that it would be mutually beneficial to do so. The parties must agree in writing to terminate the Agreement in such a fashion at least thirty (30) days prior to the proposed date of termination. A termination by mutual agreement will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

25. MONITORING/SITE VISITS

The Contractor shall participate fully with County fiscal, audit, and program monitoring. Performance monitoring may include both announced and unannounced visits as well as on-going review of documentation. The County will notify the Contractor prior to auditing the file when circumstances permit, but the County is not obligated to notify the Contractor prior to reviewing the record in all circumstances.

The County will conduct a minimum of one site visit per year and complete a written report. Contractor will respond to the report. Copies of the site visit report shall be distributed to the Contractor and maintained on file once finalized. The Contractor agrees to comply with the recommendations and correct any deficiencies noted by the County within the timelines stated in the report.

26. 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 an emergency management and business continuity plan ("plan") that will allow the Contractor to continue to operate those critical functions or processes during or following short-term or long-term (greater than six-weeks) emergencies, periods of declared pandemic or other disruptions of normal business. The Contractor further represents that its plan addresses at least the following areas as they pertain to the services Contractor is providing:

1. Evacuation procedures;
2. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
3. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
4. Communications (with staff, appropriate government agencies, and clients' families);
5. Transportation;
6. Recovery and maintenance of client records; and
7. Policies and procedures that: a) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and b) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, the Contractor represents that it provides at least annual training for its staff on its plan, and it acknowledges that County and State may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall evaluate its plan annually and shall modify it as appropriate. Any modifications to the Contractor's plan shall be reported to County/State within fifteen (15) days of the time the modifications are made. At that time, the Contractor shall also provide County/State with a copy of the plan incorporating the identified medications. Failure to maintain an adequate plan pursuant to this part shall constitute grounds for corrective action and/or termination of this contract.

27. COMPLIANCE WITH LAWS

Each party agrees to comply with all Federal, State and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. In addition to the other Indemnity provisions in this Agreement, any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire,

maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

28. ADMINISTRATIVE AND REPORTING REQUIREMENTS

The Contractor shall comply with all Federal grant requirements including Federal Administrative Requirements for Grant and Cooperative Agreements contained in 45 C.F.R. Part 92 and 45 C.F.R. Part 74.

The Contractor shall provide fiscal and/or client data reports as required by the County in accordance with Federal, State, or other funding source or related agency agreements between the County and its funding sources or related agencies.

29. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all Federal, State and County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person under this Agreement.

30. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code §§ 49-11-101 through 1401. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

31. LABOR REGULATIONS AND REQUIREMENTS

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable Federal, State and local labor laws. In addition to any other indemnity provisions in this Agreement, Contractor shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Contractor, its agents or employees.

32. EMPLOYEE STATUS VERIFICATION SYSTEM

Contractor shall register and participate in the Status Verification System before entering into a contract with the County as required by Utah Code. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the State may inquire by

exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The contractor shall comply in all respects with the provisions of Utah Code § 63G-12-302. Contractor's failure to so comply may result in the immediate termination of its contract with the County.

33. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

34. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

35. CONFIDENTIALITY/HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

County is a “Hybrid Entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the American Recovery and Reinvestment Act of 2009, Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”) and their implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E (“Privacy and Security Rules”) and engages in business activities which include both covered and non-covered functions. If the relationship of the parties under this Agreement is regulated by HIPAA, HITECH, and the Privacy and Security Rules, the County may require Contractor to enter into agreements consistent with said regulations.

36. ASSIGNMENT

Contractor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

37. SUBCONTRACTING

Contractor agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

38. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Salt Lake County
Division of Behavioral Health Services
2001 South State, Suite S2300
Salt Lake City, Utah 84114-4575

CONTRACTOR: _____

39. TIME

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

40. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. It also supersedes any and all other agreements between the Parties. This Agreement may not be amended, enlarged, modified or altered, except in writing, signed by the parties.

41. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

42. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

43. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement and attached Business Associate Agreement;
- B. The State RSS Manuals;
- C. Contract between the State of Utah Department of Health and Human Services, Office of Substance Use and Mental Health and Salt Lake County Division of Behavioral Health Services (*Attachment 1*);
- D. Contractor's Response to County's Request for Applications (*Attachment 2*).

County and Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Signature Page to follow

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

SALT LAKE COUNTY:

Mayor or Designee

CONTRACTOR:

Print Name / Title

Signature

DEPARTMENT APPROVAL:

Director Timothy Whalen or Designee
Behavioral Health Services

**SALT LAKE COUNTY DISTRICT
ATTORNEY'S OFFICE:**

Reviewed As To Form and Legality