REQUEST FOR APPLICATION

 SALT LAKE COUNTY

 **Managed Care Organization (MCO)**

 RFA # BH 6479

 Date of Issue: April 16, 2021

 Division of Behavioral Health Services

Department of Human Services

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**I. INTRODUCTION**

Salt Lake County, on behalf of its Division of Behavioral Health, “County” is soliciting applications from qualified firms “Applicant / Contractor” to provide the best quality and best priced Managed Care Organization (MCO) services to manage the County’s Medicaid plan for Behavioral Health Services in conformance with the requirements of the County and the Utah Department of Health/Division of Medicaid and Health Financing.

Applicants are advised that the County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken on by the Applicant prior to full execution of a written agreement is done at the Applicant’s sole risk

**II. DEADLINE FOR APPLICATION SUBMISSION**

Applications will be due on May 28, 2021, 4 pm Mountain.

**III. PROJECTED SCHEDULE FOR THE RFA PROCESS**

County reserves the right to modify the following schedule at their discretion:

 **Activity** **Date**

Pre-Application Conference #1 April 28

Pre-Application Conference #2 May 5, if needed

Final day to submit questions May 12

Application Due Date May 28

Committee Meeting June 14

Applicant Interviews June 23 - 25

Mayor Award of Contract August 2

**IV. PRE-APPLICATION CONFERENCE**

Interested Applicants are invited to attend a pre-application meeting to discuss the services and to ask questions about this RFA. They will be held on Wednesday, April 28, 2021, from 9:00 am to 11:00 am and if needed, Wednesday, May 5, 2021, from 10:00 am to12:00 pm. The pre-application meetings will be held via WebEx only.

To register to attend the pre-application meetings, please use the links below. Please make sure that you use your business phone number when registering as this information is subject to GRAMA.

Wednesday, April 28, 2021 <https://slco.webex.com/slco/k2/j.php?MTID=t431a20a70cfdddb123f00eb4c461ae7f>

Wednesday, May 5, 2021

<https://slco.webex.com/slco/k2/j.php?MTID=tee51a3a885238be95fc796d70485fd5c>

Applicants are encouraged to submit their questions in writing before the meeting through ZoomGrants via the Contact Admin tab in your application. The meeting is for informational purposes only and is not binding. If the RFA needs to be modified or clarified, a written addendum will be issued.

**V. QUESTION SUBMISSION**

Questions may be submitted through ZoomGrants via the Contact Admin tab in your application until the deadline for questions submission which is May 12 at 2:00 pm. Answers to the questions will be added into ZoomGrants via the Documents tab. **Do not contact County officers or employees, or selection committee members.**

**VI. LENGTH OF AGREEMENT**

A contract will be negotiated and signed in 2021 to allow time for a transition period. The contract resulting from this solicitation will become effective on the date of execution with a six (6) year term. Services will begin July 1, 2022 and end on June 30, 2028.

**VII. PAYMENT**

The administrative rate proposed must be guaranteed for the length of the contract term and any request for a rate adjustment must be guaranteed for the remaining period. A request for a rate increase must include sufficient documentation supporting the request. The County may reject or accept rate escalation in its sole discretion. Any rate escalation to the contract must be approved by the County as a written amendment to the resulting agreement.

The State Department of Health pays the County at the beginning of each month based on the current known Medicaid eligible counts in each of the applicable categories multiplied by the agreed to per-member-per-month rate for each applicable category.  Adjustment payments and recoupments occur throughout the month.

The chosen MCO will not invoice the County. The County will pay the chosen MCO by the 15th of the month approximately 93% of the projected funding pertaining to that month.  The exact initial monthly payment amount will be negotiated with the chosen MCO and amended into the contract each year.  The County will then on a quarterly basis do a true-up payment or recoupment to the actual funding amount.  After true-up, the chosen MCO will have received 98% of the total Medicaid revenue and the County will retain 2% for its administrative costs.

The chosen MCO will hold back its agreed to administrative percentage and deposit the .5% performance guarantee (PG) amount into the CORA account (See Section XI).  The PG amount will be approved by the County to be withdrawn as the chosen MCO achieves completed applicable PG(s).  The remaining portion of the Medicaid funding received by the chosen MCO is for Medicaid client care.  Up to 2.5% may be used to cover MCO quality of care functions as defined by the MLR regulations.  The selected MCO may exceed 2.5% with written County approval.  All unspent client care funding must be deposited into the CORA account and becomes property of the County.  The County will work with the chosen MCO to utilize the CORA funding for client care needs not covered by regular Medicaid funding.

**VII. BACKGROUND**

Per Utah Codes 17-43-201 and 17-43-301, in counties operating under a county executive-council form of government under Section [17-52a-203](https://le.utah.gov/xcode/Title17/Chapter52A/17-52a-S203.html?v=C17-52a-S203_2018031520180315), the county legislative body is the local substance abuse authority and local mental health authority, with plan services administered by the county executive.

Salt Lake County is responsible for the provision of behavioral health services (services for mental health and substance use disorders) for the Legacy Medicaid, uninsured and under-insured populations residing within the county. Salt Lake County receives state general and federal block grant funds through a formula, which are utilized for the provision of non-Medicaid services. The County is required to provide a 20% match of the state funds received with local County tax funds. The County is also required to make the local Legacy Medicaid share. Legacy Medicaid behavioral health services are carved-out of the Legacy Medicaid physical health plan and are the responsibility of Salt Lake County.

Please be advised the state expanded Medicaid in November of 2017 to a Targeted Adult Medicaid population, in April of 2019 to individuals up to 100% of the federal poverty level (FPL), and once again in January of 2020 to individuals up to 133% FPL. These expansions do not fall within the Legacy Medicaid population.

The County is the Prepaid Inpatient Health Plan (PIHP) for Legacy Medicaid behavioral health services in Salt Lake County. With assistance from its contracted MCO, it annually negotiates Legacy Medicaid Prepaid Mental Health Plan (PMHP) rates on a series of 10 eligibility categories with the Utah Department of Health (UDOH). The County is at-risk to provide all medically necessary behavioral health services (excluding Substance Use Disorder (SUD) inpatient services) to Legacy Medicaid eligibles in its catchment area.

The County has contracted with an MCO (Optum from July 1, 2011 to present) to manage the services and indemnify the County of risk. The County provides a high degree of oversight of the MCO, prepares the annual PMHP Financial Report, manages all appeals and grievances, and works closely with the MCO.

In accordance with State and County procurement requirements, the County is testing the market in search of a highly qualified and competitively priced MCO to manage its Medicaid plan for up to 6 years.

**IX. SCOPE OF WORK AND TASKS TO BE COMPLETED**

# Under the direction of the County Mayor and Council, Salt Lake County seeks to purchase the following Mandated Medicaid Services identified in the Salt Lake County 2022 State-approved Area Plan. All mental health services provided to either adults or children will be based on medical necessity which is determined with a comprehensive biopsychosocial assessment. All substance use disorder services provided to either adults or youth will be based on medical necessity which is determined with an ASAM (American Society of Addiction Medicine) multi-dimensional assessment based on ASAM Criteria: Treatment Criteria for Addictive, Substance-Related, and Co-Occurring Conditions 3rd Edition, or the most current version. Services will be designed to reduce or eliminate mental health and/or substance use disorder symptoms and maladaptive or hazardous behaviors, while restoring the individual to their highest level of functioning. Services must be provided in the least restrictive environment. Services purchased under this contract need to be congruent with the current Utah Public Mental Health System Preferred Practice Guideline. The guidelines can be found at <https://dsamh.utah.gov/pdf/Best%20Practice/Preferred%20Practice%20Guidelines%202014%20DSAMH%20Final%20UBHC%20Approved.pdf>

The treatment services being solicited must be in conformance with the Salt Lake County 2021 Area Plan, which has been approved by the State Division of Substance Abuse & Mental Health, Salt Lake County’s Mayor and Salt Lake County’s Council and the 2022 Area Plan which should be available around May 16, 2021, after approval from the Salt Lake County’s Mayor and Salt Lake County’s Council. The Area Plan(s) can be found at: <https://slco.org/behavioral-health/providers/forms/>

The RFA seeks to purchase services from an entity that shall manage the care of those individuals within the Salt Lake County catchment area by establishing and maintaining a comprehensive provider network. None of these providers may be owned or subsidiaries of the successful Applicant.

**Mandated Medicaid Services**

This RFA seeks to purchase nine of the ten Utah mandated Medicaid services (excludes mental health services in the jail) in order to provide a comprehensive mental health and substance use disorder continuum to meet the needs of Salt Lake County Medicaid residents. The application shall fully stipulate the scope and intensity of services the successful Applicant plans to offer.

1. **Inpatient:** Care provided in a licensed hospital that provides twenty-four hour psychiatric supervision (excluding the Utah State Hospital).Inpatient substance use disorder treatment is excluded from this.

1. **Residential:** Care provided to a client in a supervised twenty-four hour facility to promote the transition from a highly structured institutional program to one with less structure, and/or to provide intensive services as an alternative to hospitalization or incarceration. **Must meet Utah Medicaid’s exclusion of IMDs (Institution for Mental Diseases).**
2. **Outpatient Care and Services:** Individual, family or group interventions provided to consumers outside an inpatient, emergency or residential program.
3. **24-Hour Crisis Care and Services:** Unscheduled care during or after work hours to deal with an acute need or psychological crisis.
4. **Psychotropic Medication Management:** Prescribing, administering, monitoring and reviewing consumer medication and medication regimen while providinginformation to the consumer about the medication and potential effects.
5. **Psychosocial Rehabilitation:** Services that promote the ability to function independently in the community through social skills training, psychologicalsupport,housing, vocational rehabilitation, social support, education and access to leisurely activities.All services must be rehabilitative by design.
6. **Case Management:** Planning,coordination and monitoring of activities that assist consumers in accessing services that promotes theability to function independently andsuccessfully in the community.
7. **Community Supports:** Including in-services, housing, family support services andrespite services.
8. **Consultation and Education Services:** Includingbut not limited to, case consultation, collaboration with other state agencies, public education and public information. These services are rendered to external agencies, the general public or health and human services practitioners to enhance mental health knowledge, attitudes or skills.
9. **Mental Health Services in the Jail:** The Salt Lake County Sheriff provides mental health services for inmates incarcerated in the Salt Lake County Metro Jail independent of this RFA. **Mental Health Services in the jail are not currently covered under Utah Medicaid.**

The successful Applicant must specifically address how it will plan for, implement, and carry-out the administrative expectations and ensure that the covered services are offered within the network. It is the intent of the County to purchase and offer a full continuum of services within the network. The Applicant must demonstrate a proven ability to coordinate care for its members among the providers.

The administrative expectations of the successful Applicant can be found in the County’s contract with the UDOH, Division of Medicaid and Health Financing. Except for the appeals process as a result of a Notice of Adverse Benefit Determination and PMHP Financial Report, all other responsibilities of the contract will be passed on to the successful Applicant. The County’s contract with UDOH can be found at: <https://slco.org/behavioral-health/providers/forms/>

One of the administrative expectations is that the successful Applicant will issue denial letters, referred to by Medicaid as a “Notice of Adverse Benefit Determination”. If the enrollee or provider chooses to, they can appeal the Notice of Adverse Benefit Determination decision. All appeals are handled by the County. If an appeal is not wholly in favor of the enrollee or provider, they can choose to proceed with a Medicaid Fair Hearing before an Administrative Law Judge. By responding to this RFA the successful Applicant is agreeing to represent their organization and the County during the Medicaid Fair Hearing. This can be formal legal representation or the successful Applicant may represent pro se. The County will be available to consult and assist, where appropriate, but the responsibility for primary representation at the Medicaid Fair Hearing will be the responsibility of the successful Applicant.

The specific covered services, along with documentation requirements, which need to be offered by the Network of providers can be found in the most current Medicaid manuals entitled Rehabilitative Mental Health and Substance Use Disorder Services and Targeted Case Management – Serious Mental Illness. The manuals can be found on Medicaid’s website at: <https://medicaid.utah.gov/utah-medicaid-official-publications/?p=Medicaid%20Provider%20Manuals/>

In addition to the above, the successful Applicant needs to be aware that the County has implemented stricter standards than what is required by Utah Medicaid for an assessment, encounter documentation, treatment plans, treatment plan reviews, and discharge summaries. These standards can be found at: <https://slco.org/behavioral-health/providers/forms/>

The successful Applicant must address how it will perform clinical and financial audits. The expectation is that these audits will be performed by staff employed in the local office of the awarded Applicant and network. Additionally, the plan must include how all providers will be audited at least once within the timeframe allowed by the renewals of the contract (i.e. six years).

The County reserves the right to approve the information technology system relevant to electronic health record management and claims adjudication chosen by the successful Applicant.

**X. MEDICAID REIMBURSEMENT**

The Applicant and its network will maximize Medicaid reimbursement by screening all clients for Medicaid eligibility using a form that is approved by the County before the signing of this contract. The Applicant and its network shall encourage and facilitate the client's application for Medicaid eligibility. The Applicant and its network agree to document in each client record the results of the Medicaid eligibility screen. The Applicant and its network shall bill Medicaid for reimbursement for eligible services only.

The Applicant and network agree to accept as payment in full for Medicaid eligible clients the lesser of (1) the usual and customary charges billed to general public or (2) the established Medicaid fee schedule. The Applicant and network cannot bill the County for treatment costs that are not paid by Medicaid. All Legacy Medicaid clients are considered County clients.  Admission, discharge, substance use disorder treatment event data, and mental health event data must be reported for all Legacy Medicaid clients.

The Applicant and its network will comply with all state and federal Medicaid rules and regulations.  The Applicant will reimburse the UDOH, Division of Health Financing any Medicaid funds received for any disallowed services.

**XI.** **PRICING/COSTS/FEES**

Application costs must be presented on a percentage of total Medicaid revenue basis, utilizing the attached pricing form (see Exhibit A).

The FY2019 and FY2020 rates per rate cell category, enrollment counts per category, and grand total funding is provided (see Exhibit B).

The maximum administrative rate proposed must not exceed 10%. In addition to the administrative rate, the following funding is also available:

* Performance Incentive(s) – Each year the County will negotiate specific goals with the chosen MCO that it will need to accomplish to earn all or part of this incentive. This incentive(s) will be amended into the applicable year’s contract. The total performance incentive percentage is .5%
* Clinical Redirect – Non-encountered clinical services to manage network care that would qualify as quality improvement expense in the numerator of the Medical Loss Ratio (MLR) calculation; any amount in excess of 2.5% requires County approval

 The County will retain 2% of the Medicaid funds for its administrative responsibilities.

All remaining Medicaid revenue after the above portions have been withheld must be utilized to cover all medically necessary Medicaid eligible treatment claims pertaining to this behavioral health plan and its members. Any unspent portion must be deposited in the County Operational Reserve Account (CORA) that will be managed by the successful applicant on the County’s behalf in an interest bearing account. The CORA and all interest earned are County property. The County will work with the successful applicant and authorize utilization of these savings to address service gaps. At the inception of the contract period the successful applicant will receive the remaining CORA balance from the prior County MCO and will be the steward of the CORA until its contract ends with the County at which time the balance of the CORA will be returned to the County.

The selected applicant may be asked by the County to utilize an agreed to amount of CORA funding to administer and/or purchase a service that supports or complements the Medicaid network but is not a Medicaid covered service.   These projects will be negotiated between the County and selected applicant.  An example of a service we currently purchase from our contracted MCO with CORA funding is youth and adult care coordination staff that due to the unique settings and populations (e.g. Civil Commitment Court, State Hospital) will at times serve clients with other forms of Medicaid or who are uninsured.

**XII. APPLICATION FORMAT**

All applications will consist of two parts as described with a program application and a pricing application.

1. Program Application: The program application must be entered in ZoomGrants and include the following:
2. Cover Summary: Submit Attachment A “Cover Summary” indicating the Applicant’s willingness and authority to enter into an agreement with the County and to agree to all the terms set forth.
3. Applicant Request for Protected Information (if applicable): All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted per Attachment B “Request for a Protected Record”. If submitting a Request for Protected Record form shall be directly behind the cover summary and does not count toward the page limit.
4. Pricing Application: The pricing application must be entered in ZoomGrants and include the following (if applicable):
5. If you wish to alter any of the terms of the attached example standard agreement and/or the RFA, the terms must be specifically identified in your pricing application with reasonable alternatives presented.

**XIII. EVALUATION AND SCORING CRITERIA**

Applications will be evaluated, scored, and ranked based on three separate applications: the Program Application, the Pricing Application, and the Information Technology (IT) Application. Each application includes specific values and their respective components, as well as additional requirements (see table below). Greater detail about each separate application can be found in Sections A-C following the table.

|  |  |  |  |
| --- | --- | --- | --- |
| Application | Section Values and Components | Additional Requirements | Total Value |
| Program Application | 30% Relevant Experience | Answers to Application Questions | Up to 65% |
| 35% Proposed Approach | Local MCO structure Attestation; Screenshots of SAM and LEIE Federal Databases |
| Pricing Application | 18% Proposed Pricing/Costs/Fees  | Exhibit A worksheet | Up to 20% |
| 2% Financial Stability | Audited financial statements for two most recent fiscal years, including balance sheet and P&L statements |
| IT Application | 15% Relevant Experience and Proposed Approach | Answers to Exhibit C; Up to 3 references submitted | Up to 15% |
|   |   | Totals | Up to 100% |

1. **Program Application**

The Program Application will be evaluated and scored by a Selection Committee. The Program Application, valued at up to 65% of the total scoring, will be evaluated based upon relevant experience (up to 30% of the total 65%) and the proposed approach (up to 35% of the total 65%). Each member of the committee will be provided a score sheet to complete the evaluation utilizing the point system listed below. Selection Committee members individually score the applications, and the system will rank them 1st, 2nd, 3rd, etc. according to their total score for this section. An average of the combined Relevant Experience and Proposed Approach scores across all Selection Committee members will be given to each Program Application, dropping the highest and lowest scores prior to averaging. The following point system is utilized for both the Relevant Experience and Proposed Approach portions of the Program Application:

 Excellent (5): If the application exceeds expectations, with an excellent probability of success in achieving all requirements of the RFA, and is very innovative, a score of “5” is given.

Good (4): If the application offers a very good probability of success, and achieves all requirements of the RFA in a reasonable fashion, a score of “4” is given.

Acceptable (3): If the application offers a reasonable probability of success, but some of the requirements may not be met, a score of “3” is given.

Poor (2): If the application falls short of expectations and has minimal probability of success, a score of “2” is given.

Very Poor (1): If the application fails to meet most expectations and has a very poor probability of success, a score of “1” is given.

Unacceptable (0): If the approach completely fails the requirements, a score of “0” is given.

**30% Relevant Experience.** Provide detailed relevant experience for services of similar scope and comparable size and complexity which shall include the following: name of client, contact person and current phone number, brief description of services, dates of services, total contract amount, and any other pertinent information regarding the experience. Include references for past experience with the County or other local governmental agencies. The County may contact any or all of your clients for a reference. As part of this evaluation, the Selection Committee will be reviewing the answers provided to the questions found on the Application Questions tab. Provide assurances with all regulatory confidentiality requirements pertaining to protected health information (PHI), including 45 CFR and 42 CFR part 2 (HIPAA and substance use disorder laws). The answers to the above are to be uploaded to the Documents tab.  The responses to the Evaluation criteria should not be more than 20 pages, anything over twenty pages may not be reviewed. Please use a font of no less than Arial or Times New Roman 11 point.

**35% Proposed Approach.** Describe how the Applicant will approach the tasks stated under scope of work and any additional tasks the Applicant recommends. Describe the overall philosophy and how it will be applied. Give a full description of the methodology to be employed in completing the tasks and deliverables of this RFA. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm. The answers to the Application Questions will be included in the scoring. The answers to the above are to be uploaded to the Documents tab.  The responses to the Evaluation criteria should not be more than 20 pages, anything over twenty pages may not be reviewed. Please use a font of no less than Arial or Times New Roman 11 point.

The winning application is required to provide a local MCO structure. Provide an organizational chart showing the level of responsibility of all major participants of the proposed local operational team. For each position included on the chart, please list duties and responsibilities. If available, include resumes of those principals, partners and other key staff members who will be directly involved with the local operational team. **Do not put home addresses or phone numbers on resumes, because County is required to treat resumes as public records under GRAMA.**

 Include a screen shot of each page of the Federal Database search results. The two databases can be found at: SAM <https://www.sam.gov> and LEIE <http://exclusions.oig.hhs.gov>.

1. **Pricing Application**

The Pricing Application will be evaluated and scored by an independent, internal County review team, and will account for up to 20% of the Applicant’s total score (18% based upon the Proposed Pricing/Costs/Fees, and 2% based upon the Financial Stability review). Following the scoring of the applications, the system will rank them 1st, 2nd, 3rd, etc. according to their total score for this section.

 **18% Proposed Pricing/Costs/Fees.**

Application costs must be presented on a percentage of total Medicaid revenue structure, utilizing the pricing schedule (see Exhibit A). Based on the information provided in Exhibit A, the Applicant with the lowest pricing, costs and fees will receive the maximum points possible, totaling 18%. All other Applicants receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

Lowest Pricing divided by Cost Being Evaluated, times the maximum percentage points available, equals the awarded percentage points.

 **2% Financial Stability.**

Applicants must submit audited financial statements for the two most recent fiscal years, including balance sheet and profit and loss statements. This factor will be evaluated based on the Applicant’s corporate financial stability, financial ratios, and financial history, utilizing a 0-5 point system.

The County reserves the right to remove any Applicants from consideration based upon any critical financial findings that would jeopardize the Applicant’s ability to successfully perform their obligations as an MCO if awarded the contract.

1. **IT Application**

The IT Application consists of the responses to the IT evaluation questions found in Exhibit C. Responses will be evaluated and scored by an additional independent review team consisting of State and County representatives. Following scoring of the responses, the system will rank the applications 1st, 2nd, 3rd, etc. according to their total score for this section. This application will account for up to 15% of the Applicant’s total score.

 **15% Relevant Experience and Proposed Approach.**

These questions provide the Applicant the opportunity to demonstrate both previous relevant experience, as well as their proposed approach. Specifically, the County is looking for responses that identify strengths in the following five IT categories: client eligibility tracking; clinical documentation and quality assurance/oversight; Electronic Data Interchange (EDI) transactions; billing authorization and claim adjudication; and, data collection, extraction, and reporting to meet contract and reporting requirements. The review team will contact up to three (3) of the Applicant’s current or previous clients as references submitted by the Applicant. Each member of the review team will score the assessment questions, including the reference interviews, based on a 0-5 point system. Scores will be added up and then averaged across the members of the review team. A perfect score on all questions would earn the full 15% for the IT Application.

1. **Interview, Demonstration, and Site Visit.**

Following the scoring of each application by the respective review team, the scores will be aggregated from the Selection Committee to obtain total scores for each Application. The Selection Committee may then invite up to five top-ranked Applicants for an interview and/ or demonstration and/or conduct a site visit. The purpose is clarification and verification of the written application. The Selection Committee may re-score the application after the interview, demonstration, or site visit, except pricing/costs/fees will not be rescored unless a best and final offer is requested.

1. **Recommended Award**

After the Selection Committee has completed their evaluation process, the Selection Committee will then present a recommendation for award to the proper signing authority for authorization to negotiate a contract with the top ranked Applicant.

1. **Debrief Meetings**

Debrief meetings with the selection committee members will not be allowed, however, an Applicant may discuss the RFA process with the chair/facilitator of the committee at any time. An Applicant may request any public documents from the process, including the winning application and committee score sheets after an award recommendation has been made.

**XIV. WRITTEN AGREEMENT REQUIRED**

The selected Applicant must agree to all requirements in the RFA scope of work unless an exemption is stated in the application. The selected Applicant must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Standard Form RFA Agreement, attached to this RFA. **If you wish to alter the RFA including exhibits, attachments, and addenda and/or any of the terms of the example standard Agreement *THE EXCEPTION must be specifically identified in your* APPLICATION with reasonable alternatives presented. APPLICANT understands that deviations from the standard form agreements are made at the county’s discretion.** Applicants are advised that County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken by Applicant prior to a written agreement being fully executed is done at the Applicant’s sole risk. If requesting any modifications, submit with your Pricing Application. Attachment D is included to indicate the County’s boiler plate language for a contract resulting from this RFA.

**XV. NOTICE TO APPLICANTS**

By submitting an application to this RFA, Applicant understands and agrees to the following:

1. RFA Cancellation: This RFA may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFA after an award has been made, but prior to the execution of a written contract. Applicant is not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award prior to the execution of a written agreement.
2. Firm Pricing: All prices, quotes, or applications are to remain firm from the closing date till the contract document is executed, unless a different period is stated in County’s RFA. Any application that does not offer to remain firm for the required period may be considered to be non-responsive.
3. Costs: Applicants bears all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the application, attending the pre- application conference, and attending the interview.
4. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: <https://corporations.utah.gov>.
5. Changes or Modifications: County will make any changes or modification to the RFA will be made by written addendum. Applicants submitting an application based on any information other than that contained in County’s RFA and any addenda, do so at their own risk.
6. Receiving Applications: Applications will be submitted via ZoomGrants and will be reviewed after the closing date and time. After the closing time, only the identity of each Applicant will be made public. If only one application is received in response to this RFA, County may recommend an award of a contract to the single Applicant if the conditions cited above are met. Alternatively, County may re-solicit for the purpose of obtaining additional applications.
7. Rejection of Applications: Any application containing significant deviations from the specifications of the RFA shall be considered non-responsive and may be rejected in whole or in part.
8. Protests:  Pursuant to Salt Lake County Code of Ordinances § 3.25.080, a protest in regard to the RFA document shall be submitted in writing to the program administrator within seven (7) business days after notification of the award is posted to the county’s website or delivered to the applicants. An appeal may be amended and/or supplemented during the seven calendar days after notification of the award is posted, but shall not amend and/or supplement its appeal after the expiration of that time period. An aggrieved applicant may file only one (1) appeal after the closing date for applications. Appeal letters should specifically and completely state the facts that constitute the error in the applications process or the award and the desired remedy.
9. Free and Competitive Selection: Any agreement or collusion among prospective Applicants to fix a price or limit competition shall render the application void, and such conduct is unlawful and subject to criminal sanction. Each Applicant shall certify that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.
10. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days’ notice. Please contact Marjeen Nation at 385.468.4723. TTY users may call 711.
11. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to Attachment C.
12. Government Records Access and Management Act (GRAMA)

County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their application all of the following: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the application with the information requested to be protected redacted **Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record**. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFA as Attachment B. **All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire application cannot be identified as “PROTECTED,” “CONFIDENTIAL,” or “PROPRIETARY” and may be considered non-responsive if marked as such.**

1. 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 Ann. § 49-11-504 to -505.  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.

1. Employee Status Verification System

Applicant shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 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.  Applicant is individually responsible for verifying the employment status of only new employees who work under Applicant’s supervision or direction and not those  who work for another Applicant or subcontractor, except each Applicant or subcontractor who works under or for another Applicant shall certify to the main Applicant by affidavit that the Applicant or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Applicant or subcontractor.  The Applicant shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Applicant’s failure to so comply may result in the immediate termination of its contract with County.

1. Ethical Standards

Applicant 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.

1. Campaign Contributions

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Applicants to County candidates. Salt Lake County Code of Ordinances § 2.72A. Applicant 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 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. Applicant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

1. Copyrighted Material Waiver

In the event that the application contains copyrighted or trademarked materials, by submitting its application the Applicant grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

If the application contains materials whose copyright or trademark is held by a third party, it is the Applicant’s sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

 By submitting its application, the Applicant certifies that it owns or has obtained all necessary approvals for the reproduction or distribution of the contents of the application and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the application and agrees to pay all legal fees incurred by the County in the defense of any such action.

1. Restrictions on Communications

From the issue date of this request for application until an Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Program Administrator overseeing this procurement. Failure to comply with this requirement may result in disqualification.

**XVI. INSURANCE REQUIREMENTS**

Insurance will be required per the amounts listed below. Please refer to the attached sample agreement for information concerning insurance requirements.

 A. Workers’ compensation and employer’s liability insurance as required by the State of Utah.

 B. Commercial general liability insurance in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general policy aggregate and a $2,000,000 products completed operations policy aggregate.

 C. Professional liability insurance in the minimum amount of $2,000,000 per occurrence with a $3,000,000 annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage in the minimum amount of $1,000,000 per person, $2,000,000 per accident, $500,000 per occurrence for property damage, or a single combined limit of $2,000,000.

**Exhibit A**

**Applicant Pricing Form**

**APPLICANT:**

|  |  |
| --- | --- |
| **Administrative Rate\* (cannot exceed 10%)** |  |
| Performance Incentive Rate (fixed at .5%) | .5% |
| Clinical Redirect (up to 2.5% cost reimbursed; a higher percentage is permissible if approved by the County) | Up to 2.5% |

* The Pricing Score ranking will be based on the submitted Administrative Rate relative to rates submitted by all other applicants. The performance incentive and clinical redirect rates will not affect the Pricing Score as they are fixed in the table above.

 See XI. PRICING/COSTS/FEES for instructions

 **Exhibit B**

 **Eligibles and Premiums**

|  |
| --- |
| Fiscal Year 2019 (July 1, 2018 - June 30, 2019) Mental Health |
| Eligible Category | Member Months | Rate Per Member Month | Premium Paid |
|  Birth - 5 Years |  279,284  |  $ 5.85  |  $ 1,633,811.40  |
|  6 Year Through 18 Years |  446,453  |  $ 34.01  |  $ 15,183,866.53  |
|  Non Trad (19 - 64 Years) |  120,859  |  $ 30.70  |  $ 3,710,371.30  |
|  Aged (65 Years and Older) |  62,353  |  $ 14.21  |  $ 886,036.13  |
|  Disabled Male |  94,400  |  $ 185.52  |  $ 17,513,088.00  |
|  Disabled Female |  101,760  |  $ 158.42  |  $ 16,120,819.20  |
|  Pregnant Woman |  30,701  |  $ 10.50  |  $ 322,360.50  |
|  Medically Needy Child |  818  |  $ 53.20  |  $ 43,517.60  |
|  Medically Needy Adult |  14,130  |  $ 168.59  |  $ 2,382,176.70  |
|  Foster Care |  14,770  |  $ 41.12  |  $ 607,342.40  |
|  Grand Total |  1,165,528  |   |  $ 58,403,389.76  |
|  |  |  |  |
| Fiscal Year 2019 (July 1, 2018 - June 30, 2019) Substance Abuse |
| Eligible Category | Member Months | Rate Per Member Month | Premium Paid |
|  Birth - 5 Years |  279,284  |  $ 1.94  |  $ 541,810.96  |
|  6 Year Through 18 Years |  446,453  |  $ 1.93  |  $ 861,654.29  |
|  Non Trad (19 - 64 Years) |  120,859  |  $ 19.86  |  $ 2,400,259.74  |
|  Aged (65 Years and Older) |  62,353  |  $ 0.21  |  $ 13,094.13  |
|  Disabled Male |  94,400  |  $ 7.74  |  $ 730,656.00  |
|  Disabled Female |  101,760  |  $ 7.99  |  $ 813,062.40  |
|  Pregnant Woman |  30,701  |  $ 16.36  |  $ 502,268.36  |
|  Medically Needy Child |  818  |  $ 0.10  |  $ 81.80  |
|  Medically Needy Adult |  14,130  |  $ 8.25  |  $ 116,572.50  |
|  Foster Care |  14,770  |  $ -  |  $ -  |
|  Grand Total |  1,165,528  |   |  $ 5,979,460.18  |

|  |
| --- |
| Fiscal Year 2020 (July 1, 2019 - June 30, 2020) Mental Health |
| Eligible Category | Member Months | Rate Per Member Month | Premium Paid |
|  Birth - 5 Years |  265,729  |  $ 7.65  |  $ 2,032,826.85  |
|  6 Year Through 18 Years |  430,065  |  $ 42.29  |  $ 18,187,448.85  |
|  Non Trad (19 - 64 Years) |  110,274  |  $ 36.89  |  $ 4,068,007.86  |
|  Aged (65 Years and Older) |  62,829  |  $ 12.73  |  $ 799,813.17  |
|  Disabled Male |  92,369  |  $ 199.99  |  $ 18,472,876.31  |
|  Disabled Female |  99,917  |  $ 169.98  |  $ 16,983,891.66  |
|  Pregnant Woman |  29,232  |  $ 13.18  |  $ 385,277.76  |
|  Medically Needy Child |  659  |  $ 64.91  |  $ 42,775.69  |
|  Medically Needy Adult |  14,796  |  $ 179.49  |  $ 2,655,734.04  |
|  Foster Care |  15,157  |  $ 53.73  |  $ 814,385.61  |
|  Grand Total |  1,121,027  |   |  $ 64,443,037.80  |
|  |  |  |  |
| Fiscal Year 2020 (July 1, 2019 - June 30, 2020) Substance Abuse |
| Eligible Category | Member Months | Rate Per Member Month | Premium Paid |
|  Birth - 5 Years |  265,729  |  $ 2.47  |  $ 656,350.63  |
|  6 Year Through 18 Years |  430,065  |  $ 2.92  |  $ 1,255,789.80  |
|  Non Trad (19 - 64 Years) |  110,274  |  $ 29.60  |  $ 3,264,110.40  |
|  Aged (65 Years and Older) |  62,829  |  $ 0.29  |  $ 18,220.41  |
|  Disabled Male |  92,369  |  $ 12.10  |  $ 1,117,664.90  |
|  Disabled Female |  99,917  |  $ 10.82  |  $ 1,081,101.94  |
|  Pregnant Woman |  29,232  |  $ 26.48  |  $ 774,063.36  |
|  Medically Needy Child |  659  |  $ 0.06  |  $ 39.54  |
|  Medically Needy Adult |  14,796  |  $ 13.88  |  $ 205,368.48  |
|  Foster Care |  15,157  |  $ -  |  $ -  |
|  Grand Total |  1,121,027  |   |  $ 8,372,709.46  |

|  |
| --- |
| Fiscal Year 2021 (July 1, 2020 - December 31, 2020) Mental Health |
| Eligible Category | Member Months | Rate Per Member Month | Premium Paid |
|  Birth - 5 Years |  147,351  |  $ 6.88  |  $ 1,013,774.88  |
|  6 Year Through 18 Years |  244,101  |  $ 38.31  |  $ 9,351,509.31  |
|  Non Trad (19 - 64 Years) |  60,878  |  $ 33.13  |  $ 2,016,888.14  |
|  Aged (65 Years and Older) |  31,930  |  $ 12.24  |  $ 390,823.20  |
|  Disabled Male |  47,552  |  $ 181.76  |  $ 8,643,051.52  |
|  Disabled Female |  51,137  |  $ 157.40  |  $ 8,048,963.80  |
|  Pregnant Woman |  23,458  |  $ 12.91  |  $ 302,842.78  |
|  Medically Needy Child |  635  |  $ 56.03  |  $ 35,579.05  |
|  Medically Needy Adult |  10,148  |  $ 175.19  |  $ 1,777,828.12  |
|  Foster Care |  8,413  |  $ 57.06  |  $ 480,045.78  |
|  Grand Total |  625,603  |   |  $ 32,061,306.58  |
|  |  |  |  |
| Fiscal Year 2021 (July 1, 2020 - December 31, 2020) Substance Abuse |
| Eligible Category | Member Months | Rate Per Member Month | Premium Paid |
|  Birth - 5 Years |  147,351  |  $ 2.03  |  $ 299,122.53  |
|  6 Year Through 18 Years |  244,101  |  $ 2.02  |  $ 493,084.02  |
|  Non Trad (19 - 64 Years) |  60,878  |  $ 16.93  |  $ 1,030,664.54  |
|  Aged (65 Years and Older) |  31,930  |  $ 0.69  |  $ 22,031.70  |
|  Disabled Male |  47,552  |  $ 6.67  |  $ 317,171.84  |
|  Disabled Female |  51,137  |  $ 6.04  |  $ 308,867.48  |
|  Pregnant Woman |  23,458  |  $ 16.73  |  $ 392,452.34  |
|  Medically Needy Child |  635  |  $ 0.04  |  $ 25.40  |
|  Medically Needy Adult |  10,148  |  $ 7.54  |  $ 76,515.92  |
|  Foster Care |  8,413  |  $ -  |  $ -  |
|  Grand Total |  625,603  |   |  $ 2,939,935.77  |

DBHS has provided two complete years of member months, rates, and associated funding to assist with your proposal (State Fiscal Years 2019 & 2020).  It has also provided the first 6 months of 2021.  It is important to be aware that the 2021 member months are unusually inflated due to normally ineligible members being retained due to COVID.   The State has not yet provided DBHS the 2022 rates.

Exhibit C – Application Submission Questions

In addition to the above, the following specific questions need to be addressed in the successful application:

 **Coordination of Care**

1. Describe how your organization would work with the County’s established network of sub-acute behavioral healthcare providers to ensure continuity / coordination of care. In your description describe your experience managing a network of behavioral health care providers, relevant contracting experience, assuring confidentiality (including 45 CFR and 42 CFR part 2) regulations are met. Also describe how you will outreach to the existing network panel of providers to develop relationships and prepare for contract negotiations.
2. How do you contractually work with providers to ensure timely, effective transfer of Protected Health Information (PHI) for coordination?
3. How do you assess for gaps in services within a behavioral healthcare network?
4. How do you coordinate crisis services in a network model to effectively divert members from inpatient care?
5. Describe your planned inpatient discharge coordination efforts to ensure continuity of care and reduction in recidivism.
6. Describe how you will work with the Utah State Hospital to ensure effective discharge planning and re-integration into the community.
7. What role do local operations have in negotiating local provider contracts?
8. What role do you see the County having with your local operations in provider contracting, coordination of care, etc.?
9. Regardless of the service requested, please describe how your organization coordinates care when a provider contacts you to provide services for an enrolled client and when an enrolled member contacts you to seek services. Both scenarios would be a snapshot into the day-to-day practicalities of managing client care.

**Understanding of Utah State Medicaid Plan**

1. How do you manage the traditional/non-traditional benefits including 1915(b)(3) services?
2. Describe your understanding of the differences between the SUD benefits and the mental health benefits in the State of Utah.
3. Describe the process you use for projecting in-patient costs (risk).
4. During a routine audit by your organization, it is discovered that the provider has mis-coded a number of services. Most services have used a CPT code which bills for more time than what is reflected in the clients’ charts, but there are a few codes in which the provider chose a CPT code which bills for less time than what is reflected in the clients’ charts. Medicaid requires reporting “Pursuant to Utah Code Ann. §63A-12-101 *et seq.,* if the CONTRACTOR or a Provider becomes aware of potential Provider-related Fraud, Waste, or Abuse, the CONTRACTOR or the Provider shall report the incident, in writing, to the Utah OIG [Office of Inspector General]”. This provider has not had this finding before and completes all of their own billing. Do you believe this meets criteria to be reported as “potential Provider-related Fraud, Waste, or Abuse” to the Utah OIG? Please explain the reasoning for your answer.

**IT Systems**

The following categories are to be used to answer questions below when referenced.

* 1. client eligibility tracking,
	2. clinical documentation and quality assurance/oversight,
	3. Electronic Data Interchange (EDI) transactions,
	4. billing authorization and claim adjudication,
	5. data collection, extraction, and reporting to meet contract and reporting requirements.
1. Describe key functionality in your current IT system(s) (name of systems where applicable) for the categories above. Describe relevant staff positions’ experience or description of duties with each of the above categories.
2. Describe your proposed implementation strategy and timeline for each of the above categories.
3. What challenges have you overcome as an MCO with other newly implemented contracts regarding the categories above?
4. Please submit references from contracted partners and examples of successful coordination with other electronic systems. Referrals should include up to 3 current or former organizations with which you contracted to provide MCO services.  Please include permission to contact, point of contact, average annual volume processed, behavioral health or integrated (behavioral and physical) type of contract, and contract dates.
5. Please submit an appendix of current or proposed reports including summary/purpose considered valuable to be utilized according to the categories above, after which include other reports deemed relevant to the MCO process.
6. Please describe your existing experience and proposed implementation strategy for the Interoperability and Patient Access requirements defined in 42 CFR § 438.242 and § 438.62.
7. Provide an outline of the proposed process including timeline to deliver the encounter data to the Utah Department of Health Medicaid (<https://medicaid.utah.gov/hipaa/providers/#companion-guides> ). Describe your current policies and processes either locally or in other jurisdictions.
8. Provide an outline of the proposed process including timeline to collect and submit the Substance Abuse and Mental Health Services data via TEDS and MHE specifications respectively to Utah Division of Substance Abuse and Mental Health (<https://dsamh.utah.gov/reports/data-specs> ). Describe your current process and policies either locally or in other jurisdictions.

## P:\Share\Contracts & Procurement LOGO\slcoContracts\slcoContractsColor350.jpgATTACHMENT A

**Request for Application Cover Sheet**

**t**

|  |
| --- |
| Legal Name |
| Doing Business As (if applicable) |
| Address | City | State | Zip Code |
| Contact Person after contract award | Telephone Number |
| E-mail Contact |
| I certify that to the best of my knowledge the information contained in this application is accurate and complete and that I have the legal authority to commit this organization to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor for Salt Lake County. |
| Applicant Authorized Representative Type or Print Name | Date |
| Position or Title |
| Signature required when submitting hard copy.Electronic signature acceptable if an electronic application is allowed. |
| X | Applicant |

|  |
| --- |
| Please include one or two e-mail address for notification of an interview. |
|  | Name, telephone number, E-mail address |

**Attachment B**

**REQUEST FOR PROTECTED RECORD**

**(Business Confidentiality Claim)**

I request that the attached/enclosed information (record) provided to Salt Lake County, or any of its agencies (divisions or programs), be considered confidential and given protected status as defined in Utah’s Government Records Access and Management Act (“GRAMA”).

**Name and Address** of business and representative making this confidentiality claim:

**Description** of the information (record) which is to be covered by this claims and which you believe qualifies for protected status:

The following reasons support this claim of business confidentiality and protected status under Utah Code Ann. § 63G-2-305 (please check all of the following that apply):

( ) 1. The record is a trade secret as defined in Utah Code Ann. § 13-24-2 (See Utah Code Ann. §§ 63G-2-305(1) and 63G-2-309).

( ) 2. The record is commercial or non-individual financial information and: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability Salt Lake county, or its agencies, to obtain necessary information in the future; and (b) the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access. (See Utah Code Ann. §§ 63G-2-305(2) and 63G-2-309).

**REQUIRED**: **A concise written statement** supporting a business confidentiality claim as required by Utah Code Ann. § 63G- 2-309(1). Attach additional sheets if necessary:

**NOTE:** Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing within thirty (30) calendar days**. See Utah Code Ann. § 63G-2-309(2). The procedure to appeal a GRAMA classification within thirty (30) calendar days is described in Countywide Policy 2040, which can be found on the County’s website [www.slco.org](http://www.slco.org/) or by typing the following link into your address bar: <http://slco.org/policies/Countywide>.

Signature of Claimant Representative: Date:

 Claimant Representative Name and Title:

## ATTACHMENT C

Environmental Compliance Practices

Vendor Compliance Statement and Non-Debarment Certification

1. Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit applications from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a vendor is suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the vendor non-responsible and decline to award a contract.
2. Based on the foregoing, the vendor certifies, to the best of its knowledge, that neither the vendor nor any owner, officer or agent of the vendor:
	1. is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non- compliance;
	2. is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;
	3. has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;
	4. has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county vendor.
3. Vendor shall require any sub-vendor to disclose in writing, whether at the time of the award of the subcontract, the sub-vendor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.
4. Vendor shall immediately notify the county in writing if, at any time before the award, the vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.
5. If it is later determined that vendor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

Revised Sept 2019

Attachment D

**RFA EXAMPLE AGREEMENT**

County Contract No. \_\_\_\_\_\_\_\_\_

DA Log No. 202\_\_-\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT**

 **Between**

**SALT LAKE COUNTY**

**And**

 ***[NAME OF CONTRACTING ENTITY]***

This Agreement is entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_, between Salt Lake County, a body corporate and politic of the State of Utah (“County”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ corporation, with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”). County and Contractor may be referred to as “the parties.”

**RECITALS**

A. ***[Recitals are optional.]***

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

 ***[To be based upon the Request for Applications, the Contractor’s Application and any negotiated terms and conditions.]***

2. CONSIDERATION

 ***[To be based upon the Request for Applications, the Contractor’s Application and any negotiated terms and conditions.]***

3. EFFECTIVE DATE/TERM

 ***[To be based upon the Request for Applications, the Contractor’s Application and any negotiated terms and conditions.]***

4. INDEPENDENT CONTRACTOR AND TAXES

 The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to 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. Nothing contained in this Agreement shall be construed to 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 unless otherwise expressly provided for under this Agreement.

5. 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 each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

6. COUNTY REPRESENTATIVE

 County hereby appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement.

7. 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. Contractor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

 Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. 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.

9. INDEMNIFICATION

 Contractor agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Contractor, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

10. 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 Ann. §§ 63G-7-101 to -904 (2011). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

11. 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, 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 or any event of default under this Agreement and said termination shall be without penalty, whatsoever, 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 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

12. INSURANCE

 ***[Insurance requirements will vary depending on the level of risk determined by the County. The insurance requirements set forth below are applicable to a contract that falls into the “Standard” Risk Category. Please refer to the specific insurance requirements contained in the Request for Applications for the insurance requirements of this Agreement.]***

 12.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2011).

 12.2 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 3 (three) 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;

 —OR—

(ii) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570), as amended.*

 C. Contractor shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

 D. In the event any work is subcontracted, 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. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Contractor shall provide a new certificate of insurance within 30 (thirty) 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.

 F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the County in a manner approved by the County District Attorney.

 G. 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.

 H. The Contractor’s insurance policies shall include an endorsement that names the State of Utah, DOH, CMS, DHS, DHS/DSAMH, Salt Lake County, and their officers and employees as additional insureds, and the policy shall provide the State of Utah, DOH, CMS, DHS, DHS/DSAMH, Salt Lake County and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor’s acts or omissions in connection with this contract. The Contractor is not required, however, to obtain an “additional insured” endorsement for any Workers’ Compensation or professional liability insurance policy required by this contract.

REQUIRED INSURANCE POLICIES.

Contractor agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

 A. Workers’ compensation with limits as required by the State of Utah, and employer’s liability insurance 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, limited liability companies, joint ventures and partnerships.In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers’ compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

 B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. The policy shall protect the County, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor’s operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

 C. Professional liability insurance with a minimum policy limit of $2,000,000 per occurrence with a $3,000,000 annual policy aggregate limit. (The County is not to be an additional insured for professional liability insurance.)

D. 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 person, $2,000,000 per accident, $500,000 per occurrence for property damage, or a single combined limit of $2,000,000.

**—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—**

D. 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.

13. 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.

14. 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 (2011); 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.

15. 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 (2011). 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. Contractor further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES

 16.1 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.

 16.2 Contractor’s Obligation: Contractor, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, 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 Ann. § 76-8-402 (2011), for misuse of public funds or monies. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly 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.

17. AFFIDAVITS

 Upon the execution of this Agreement and if requested by the County, Contractor shall submit a sworn affidavit from each officer, employee, or agent of Contractor who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law.”

18. TERMINATION

 18.1 Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Contractor.

 18.2 Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.

 18.3 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 30 (thirty) 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 30 (thirty) 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.

 18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

 18.5 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.

 18.6 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 30 (thirty) 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.

19. 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. 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.

**20. CONFIDENTIALITY/HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)**

WHEREAS, 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; and

WHEREAS, CONTRACTOR is a “Covered Entity,” under HIPAA, HITECH, and their applicable Privacy and Security Rules; and

WHEREAS, COUNTY and CONTRACTOR have designated services administered by CONTRACTOR under this Contract as “Health Care Components” subject to HIPAA, HITECH, the Privacy and Security Rules;

THEREFORE, COUNTY and CONTRACTOR agree as follows:

1. Each party shall comply with all applicable requirements of HIPAA, HITECH, and the Privacy and Security Rules;
2. CONTRACTOR and any of its subcontractors shall make available to COUNTY all records called for under the terms of this Contract if permitted by HIPAA, HITECH, the Privacy and Security Rules, and any other applicable federal privacy rules.
3. COUNTY AND CONTRACTOR may enter into future agreements consistent with HIPAA, HITECH, and the Privacy and Security Rules for the purpose of complying with applicable regulations.

This Confidentiality provision shall become effective upon the date that this Contract is signed and shall survive termination of the Contract.

21. 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 professional person or any other person qualified to perform the services required under this Agreement.

22. 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 Ann. § 49-11-504 to -505 (2011).  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.

23. 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. 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.

24. EMPLOYEE STATUS VERIFICATION SYSTEM

 If this Agreement was the result of a Request for Applications by County, Contractor shall register and participate in the Status Verification System before entering into a contract with the county as required by Utah Code Ann. § 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 Ann. § 63G-12-302. Contractor’s failure to so comply may result in the immediate termination of its contract with the County.

25. 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.

26. OWNERSHIP OF WORK PRODUCT

 All work performed by Contractor under this Agreement shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

27. 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 Ann. §§ 63G-2-101 to -901 (2011). 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.

28. 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.

29. 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.

30. 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: Contracts Administrator

Salt Lake County

2001 South State, Suite, N4-600

Salt Lake City, Utah 84190-3100

CONTRACTOR: ***[Name and Address]***

31. 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.

32. 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. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

33. 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.

34. 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.

35. 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;

 B. Salt Lake County’s Request for Applications (Exhibit 1); and

 C. Contractor’s Application in response to County’s Request for

 Applications (Exhibit 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.

36. GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA

 If any GIS data is created or maintained under this Agreement, Contractor agrees to comply with Countywide Policy 1013 – Standards for Geographic Information System.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

Salt Lake County

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor or Designee

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Contractor by authority of law and that this Agreement is binding upon the Contractor. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).