

**Salt Lake County Aging & Adult Services
SENIOR CENTER CONTRACTOR AGREEMENT
Standard Form Contract DA No. 23CIV001196**

Approved for Division use 01-JULY-2023 through 31-DECEMBER-24

This Agreement (“Agreement”), is made and entered into this ___ day of _____, 202_, by and between Salt Lake County, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), on behalf of its Division of Aging and Adult Services (“AAS”), and _____, a _____ of the State of _____, with its business address located at _____ (“Contractor”). County and Contractor may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, County owns and operates fifteen (15) senior centers (“Senior Center” and/or “Senior Centers”) throughout Salt Lake County; and

WHEREAS, County, through its Active Aging Program, a section of the Division of Aging & Adult Services (“AAS” and/or “Division”), seeks to provide seniors with opportunities for learning, socializing, volunteering, and wellness by offering programming and activities that complement existing services and foster ongoing engagement that supports independence, dignity, health, recreation, volunteerism and access to resources; and

WHEREAS, in order to offer such opportunities, including one-on-one services, the Division must make available to our seniors a large number of trained and experienced Contractors; and

WHEREAS, County issued a Request for Applications (“RFA”) for service providers who could provide approved services (“Approved Services”) for seniors at County’s various Senior Centers; and

WHEREAS, Contractor represents that s/he/it is a trained and experienced provider of the desired Approved Services, and has submitted a proposal application (“Proposal”) in response to the RFA; and

WHEREAS, County is desirous of having Contractor provide the Approved Services so long as such services are consistent with AAS’ mission and Contractor enters into this Agreement pursuant to Salt Lake County Code of Ordinances Section 3.25.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITAL AND EXHIBITS:** The recitals set forth above and the exhibits attached to this Agreement are incorporated herein and made an integral part of this Agreement by this reference.
2. **DEFINITIONS:** The definitions provided in Salt Lake County Division of Aging & Adult Services

Operating Standards No. 403 are hereby incorporated into this Agreement by this reference. The following terms as used in this Agreement shall have the following meanings:

- A. Approved Services: Any program, class, exhibition, or one-on-one service provided to participants at a Senior Center.
- B. Contractor: Service Provider or Presenter depending on the Approved Services agreed upon in this Agreement.
- C. Educational Materials: Informational materials directly related to the presentation topic.
- D. Pricing Proposal: Contractor's pricing proposal included in Contractor's response to County's RFA.
- E. Presenter: Any non-government organization, group, or individual who wishes to provide presentations, classes, and/or exhibitions at a Senior Center. Presenter does not provide one-on-one services to participants at a Senior Center.
- F. Promotional Materials: Materials which are not directly related to the presentation topic and for which the primary purpose is to promote the organization, individual or group and/or its opinions, products, or services.
- G. Proposal: Contractor's response to the RFA.
- H. RFA: County issued Request for Applications for Contractors who could provide Approved Services for Seniors at County's various Senior Centers.
- I. Service Provider: Any non-government organization, individual, or group who wishes to provide a one-on-one service to participants at a Senior Center.
- J. Senior: Any person aged 60 or older.
- K. Senior Centers: One or more of the 15 Salt Lake County operated Senior Centers as well as the Virtual Senior Center.

3. **SCOPE OF SERVICES**: Contractor will provide the Approved Services outlined in the RFA attached hereto as Exhibit 1, and the Proposal attached hereto as Exhibit 2, which are incorporated herein by reference.

4. **CONSIDERATION**: In consideration for Contractor's performance under this Agreement, County will pay Contractor in accordance with Contractor's pricing proposal ("Pricing Proposal"), as set forth in Exhibit 2. Contractor's Pricing Proposal shall include if applicable, all costs, including, but not limited to, travel, materials, phone, research, printing, advisory meetings, and on-site work sessions. Contractor will bill/invoice County each month and will specify which Approved Services were performed and the associated costs for each. Contractor shall bill County no later than ninety (90) days after completion of the Approved Services. County will remit payment within thirty (30) days of receipt of an approved invoice.

- A. County shall retain thirty percent (30%) of the fees charged as an administrative cost. Contractor shall be compensated seventy percent (70%) of the fees charged and received for the Approved Services.
- B. Contractor agrees not to request any fee changes for the first one hundred eighty (180) days of the Agreement Effective Date. Thereafter, any fee change requires AAS' approval and a contract amendment prior to implementation.
- C. Fees billed directly to Medicaid/Medicare shall not be subject to the thirty percent (30%) administrative fee.

5. CONTRACTOR INFORMATION:

Name:

Organization (if applicable):

Telephone Numbers:

Mobile:

Work:

6. CONTRACTOR AGREES:

- A. To provide the Approved Services consistent with Contractor's Proposal attached hereto as Exhibit 2;
- B. To provide the Approved Services beginning: _____ (MM/DD/YYYY), hereinafter the Effective Date;
- C. To acquire, maintain, and renew during the term of this Agreement, all necessary certifications, permits and licenses as applicable and required by law or ordinance for its lawful performance of the Approved Services under this Agreement;
- D. To obtain a signed copy of the State of Utah Department of Human Services Licensing DHS Code of Conduct and Client Rights (Exhibit 3) for any volunteer, direct service worker, and administrative staff member providing service under this agreement, and to return all signed copies to AAS prior to allowing said individuals to provide any services at the Senior Centers.
- E. Provide all tools and materials necessary to perform the scheduled Approved Services;
- F. To provide the Division at least twenty-four (24) hours advanced notice if unable to provide scheduled Approved Services;
- G. If applicable, collect personal information only from Senior participants who have agreed to direct billing of Medicaid/Medicare for the Approved Service.
 - Keep confidential any information obtained for billing. Contractor shall retain such information only as long as required by Medicaid/Medicare. Contractor shall notify AAS within two (2) business days of any breach of personal information obtained from senior participants.
- H. To adhere to Division's limit for class size, appointment limits and schedule;
- I. To notify Division of changes to contact information;
- J. If it desires to distribute materials, the materials must be educational materials. Have any promotional materials pre-approved by AAS. Pre-approved Promotional Materials may be displayed but not distributed. AAS reserves the right to approve or reject all Promotional Materials;

- K. Obtain pre-approval from AAS and a written waiver from participants in order for Contractor to be able to photograph, video record or otherwise record the image or likeness of any Senior participant.
- L. To provide Approved Services consistent with the requirements placed on public entities by Title II of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101, et seq.).

7. CONTRACTOR AGREES NOT TO:

- A. Collect any fees from participants participating or engaging in the Approved Services;
- B. Invoice or charge the Division for Approved Services, except as defined by the Contractor's Pricing Proposal;
- C. Promote non-Division related professional activities or conduct non-Division related professional activities within the Senior Centers;
- D. Conduct private, social, or for-profit activities while performing the Approved Services;
- E. Sell services or products;
- F. Collect any participant information or data, except when required by and/or approved by Medicare/Medicaid;
- G. Video record or otherwise record the image or likeness of a participant without prior written approval of the Division, and if so approved, the Division shall retain ownership of the copyright of the recorded material;
- H. Distribute Promotional materials during the performance of the Approved Services.
- I. Provide any additional non-approved services regardless of cost, nor promote any products or related professional activities at the Senior Centers.
- J. Shall not conduct or provide any services within the Senior Centers outside the scope of this Agreement nor to provide services to private clients at the Senior Centers.

8. DIVISION'S RIGHTS:

- A. AAS reserves and shall have the sole right to advertise, promote, or by any other means to notify Senior participants and the public about the Approved Services provided by Contractor at the Senior Centers, and all other AAS programming; and
- B. If applicable, AAS shall maintain the appointment schedules for Contractor and collect any fees due from Senior participants, except for services that may be billed directly to

Medicaid/Medicare.

- C. AAS reserves the right to cancel any scheduled one-on-one Approved services for any reason.

9. TERM OF AGREEMENT: This Agreement shall be effective as set forth in paragraph 6(B) above and shall terminate on the anniversary date two (2) years thereafter (“Term”). This Agreement may be renewed for an additional two (2) years term as many times as County deems necessary and advantageous to County.

10. INDEPENDENT CONTRACTOR STATUS: 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.

11. INSURANCE

- a. County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2021).
- b. A Contractor that is a Presenter only is not subject to the insurance requirements set forth below. 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:

- i. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

- 1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.
 - 2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
 - a. Currently rated A- or better by A.M. Best Company:

—OR—

- b. Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.
 3. Contractor shall furnish certificates of insurance, acceptable to County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
 4. In the event any work is subcontracted, Contractor shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.
 5. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.
 6. 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.
- ii. REQUIRED INSURANCE POLICIES. Contractor to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:
1. Workers' compensation and employer's liability insurance as required by the State of Utah, 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.
 2. Commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and a Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate.
 3. Professional liability insurance may be required if the Contractor will be offering a service where a licensure is required for the service being provided. Minimum policy

limits of one Million Dollars (\$1,000,000.00) per occurrence with a two Million Dollars (\$2,000,000.00) annual policy aggregate limit shall be provided. County is not to be an additional insured for professional liability insurance.

4. Commercial automobile liability insurance may be required if the Contractor will be operating a vehicle in conjunction with the service being provided. Such insurance will provide coverage for owned, hired, and non-owned automobiles, with County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per accident, Five Hundred Thousand Dollars (\$500,000.00) per occurrence for property damage, or single combined limit of Two Million Dollars (\$2,000,000.00).

12. INDEMNIFICATION: Contractor agrees to indemnify, hold harmless, and defend the County, its officers, agents and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Contractor, its subcontractors, or the employees of either, 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, Contractor's breach of this Agreement or any acts or missions of or by Contractor, its agents, representatives, officers, employees, guests, invitees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to defend and indemnify the County under this Agreement includes all attorney fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

13. TERMINATION: County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term 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 forty eight (48) hours in advance of the date of termination for convenience. 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. Contractor may terminate this Agreement for convenience by providing County at least thirty (30) days written notice in advance of Presenter's intent to terminate Services.

14. STANDARD OF PERFORMANCE AND PROFESSIONALISM: Contractor acknowledges the standard of performance and professionalism required in the performance of the Approved Services under this Agreement. Contractor agrees to perform the Approved 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.

15. 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 (2021). 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.

16. **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.

17. **SUBCONTRACTING:** Contractor agrees that it shall not subcontract to provide any of the Approved Services under this Agreement or execute performance of its obligations under this Agreement without prior express written consent of County.

18. **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.

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

COUNTY: Salt Lake County
2001 South State, Suite, N-4500
Salt Lake City, Utah 84190-3100

CONTRACTOR:

20. **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 (2021). 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.

21. CAMPAIGN CONTRIBUTIONS: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances Chapter 2.72A (2021). Contractor acknowledges and understands those limitations on campaign contributions mean that if the value of this Agreement exceeds Ten Thousand Dollars (\$10,000.00), Contractor is prohibited from making campaign contributions in excess of One Hundred Dollars (\$100.00), 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.

22. 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.

23. 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 Third District Court in and for Salt Lake County, State of Utah.

24. 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; then
- B. Salt Lake County's RFA (Exhibit 1); then
- C. Contractor's Proposal in response to County's Request for Proposals & Contractor's Pricing Proposal (Exhibit 2).

25. SAVING CLAUSE: 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.

26. STANDARD FORM: Any alteration of the standard form language without approval of the Salt Lake County District Attorney's Office shall render this Agreement void and without effect. Any changes to this Agreement must be pre-approved as to form by the District Attorney's Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

[Signature Page Follows Below]

Authorized Center Manager Date
For Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

Contractor:

By: _____
 (Signature)
Print Name: _____
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 (2021).

EXHIBIT 1
COUNTY'S RFA

EXHIBIT 2
CONTRACTOR'S RESPONSE