

AGREEMENT
Between
SALT LAKE COUNTY
And

[NAME OF CONTRACTING ENTITY]
For

[Name of project]

This Agreement ("Agreement") is entered into this ___ day of _____, 202_, between Salt Lake County, a body corporate and politic of the State of Utah, with its 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

("Contractor"),

a(n) (check the applicable designation)

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

with its principal place of business address: _____.

County and Contractor may be referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, this Agreement is entered into pursuant to the Request for Applications procedure contained in Salt Lake County Code of Ordinances § 3.25; and

WHEREAS, on _____, 202_, County issued a Request for Applications for Service Providers for The Alternatives Program, Caregiver Support Program, Veterans Directed Care, and Refugee Program for Older Adults (hereafter referred to as "RFA"); and

WHEREAS, on _____, 202_, Contractor submitted a proposal in response to County's RFA.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. SCOPE OF SERVICES

Contractor agrees to provide the services outlined in the RFA, which is incorporated by reference and attached as Exhibit 1, and the services outlined in its proposal, which is incorporated by reference and attached as Exhibit 2.

2. CONSIDERATION

- A. County shall pay Contractor **as specified in Exhibit 2, Service Selection Table**, for the services provided by Contractor under this Agreement according to the specifics for consideration set forth in the attached Exhibits (if any). If payments for the consideration are to be made in installments, no installment payment shall become due until thirty (30) days following County's receipt of Contractor's invoice for said installment payment which invoice must set forth in detail the services provided for which County is being billed. Said invoice will detail the billing rates, whether hourly, daily or other, the work performed, by whom and on what dates. If payment is required in a lump sum payment, no payment shall be made by County until all services are performed by Contractor under this Agreement. In the event of a lump sum payment, County will pay the lump sum within thirty (30) days after services are completed by Contractor and receipt of an invoice from Contractor for said services.
- B. If services will be performed and billed on a monthly basis, Contractor will submit an invoice to County within fifteen (15) days following the end of the month. Contractor's invoice will detail the services performed, by whom, the date of the services, the time expended by each person, and billing rates for each person's work. If expenses and costs will be reimbursed under the Agreement, the invoice will also detail all costs and expenses incurred by Contractor in the performance of services under this Agreement. If County agrees to reimburse Contractor for costs and expenses incurred, County will only reimburse Contractor for reasonable costs and expenses, at County's sole discretion.
- C. The Parties agree that pricing is fixed and guaranteed at the rates set in Exhibit 2 of the Agreement for the Term of the Agreement. After the Term, Contractor may submit a written request to increase pricing. A request for a price increase must include sufficient documentation supporting the request. Justification for a price increase should be supported by the fluctuations in the U.S. Bureau of Labor Statistics, Consumer Price Index for all Items Urban Consumers West Urban ("Index"), using the figures for cities from fifty thousand (50,000) to one million five hundred thousand (1,500,000), and based on the annual change in the Index, using the month of June, current year, as base. In no event shall any increase exceed five percent (5%) of the current contract pricing. County may reject or accept price escalation in its sole discretion. Any price escalation to the Agreement must be approved by County as a written amendment to this Agreement. Contractor agrees that County's refusal to grant a price increase shall not give Contractor any rights or remedies for termination for default, or for any other claim or cause of action.

D. If any price adjustments are accepted by County and added to this Agreement by amendment, County will not consider other price increases for a period of one (1) year after the effective date of the amendment.

3. EFFECTIVE DATE/TERM

This Agreement shall be effective upon execution by both Parties. The period of performance shall continue through December 31, 2025. The contract shall expire on March 31, 2026 (“Term”).

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 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 the Quality Assurance Manager for Aging and Adult Services 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 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 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 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 Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree County shall only be liable, if ever, only within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in the Act or the bases for liability, if any, 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, County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on 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 thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

12. INSURANCE

- a. County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2021).
- b. Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:
 - 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. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

6. 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.
 7. 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 agrees 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. No owner or officer may be excluded. 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 Two Million Dollars (\$2,000,000.00) per occurrence with a Three Million Dollars (\$3,000,000.00) general policy aggregate and a Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate.
 - a. Sexual abuse and molestation endorsement with a required minimum amount of Twenty-Five Thousand Dollars (\$25,000.00) and a recommended amount of One Million Dollars (\$1,000,000.00).

OR

- b. Contractor providing Emergency Response Systems ("ERS") whom shall not be visiting or entering any client's home under this Agreement specifically agrees to the following conditions:
 - i. Contractor shall not visit or enter any client's home in connection with any services rendered under this Agreement. Inasmuch as Contractor agrees not to visit or enter any client's home in connection with services rendered under this Agreement, County shall not require Contractor to provide a sexual abuse and molestation endorsement. Contractor agrees

to indemnify and hold County harmless for any claims, actions, demands, lawsuits (hereinafter collectively referred to as "Claims"), resulting from any and all sexual abuse and molestation Claims and Contractor's failure to carry insurance against such Claims.

3. Professional liability insurance with a minimum policy limit of one Million Dollars (\$1,000,000.00). County is not to be an additional insured for professional liability insurance.
 - a. Professional liability insurance is required for the following services only: Registered Nurse ("RN"); Licensed Practical Nurse ("LPN"); Personal Budget Assistance ("PBA"); and Fiscal Intermediary ("FI") services, including all Personal Attendant Services ("PAS1", "PAS2", and "VA PAS").
4. Commercial automobile liability insurance that provides 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).

– OR (APPLICABLE ONLY TO CONTRACTORS PROVIDING EMERGENCY RESPONSE SYSTEMS) IF THERE WILL NOT BE ANY VEHICLE OPERATION –
5. Contractor shall not operate a vehicle in connection with any services rendered under this contract. Inasmuch as Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Contractor to provide commercial automobile liability insurance.

13. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of 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 or payoff 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's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances 2001; 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. Chapter 2.72A, Salt Lake County Code of Ordinances 2001. 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 County 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.

16. PUBLIC FUNDS AND PUBLIC MONIES

- A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Contractor's possession.
- B. Contractor's Obligation: Contractor, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, 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, 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 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 County, or in violation of applicable law.

18. TERMINATION

- A. Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Contractor.
- B. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.
- C. Event of Default. As used in this Agreement, the term “Event of Default” means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- D. Force Majeure. Neither Party shall be liable 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, pandemics or unusually severe weather. If such condition continues for a period in excess of sixty (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.
- E. No Limitation of Rights. The rights and remedies of the Parties are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.
- F. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion, that it is in 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 County’s termination for convenience will not be deemed an Event of Default nor will it entitle Contractor to any rights or remedies provided by law

or this Agreement for breach of contract by County or any other claim or cause of action.

19. COMPLIANCE WITH LAWS

The Parties agree to comply with all federal, state and local laws, ordinances, rules and regulations in the performance of their 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 County harmless and defend 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 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. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all federal, state and County laws, ordinances, 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.

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

County is a URS “participating employer.” Entering into this 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.

22. 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.

23. EMPLOYEE STATUS VERIFICATION SYSTEM

If this Agreement was the result of a Request for Proposals 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 County.

24. 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.

25. CONFIDENTIALITY

- A. 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. Personal Identifiers as defined in Salt Lake County Ordinance § 2.81.010(C), materials, information, audio-visual recordings, 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. County and Contractor recognize they are each subject to the restrictions of HIPAA, the HITECH Act, the Privacy and Security Rules, and County is also subject to GRAMA, County Ordinance, and the Older Americans Act. Parties may only disclose:
- i. Protected Health Information as defined in HIPAA, the HITECH Act, and the Privacy and Security Rules in compliance with HIPAA's, the HITECH Act's, and the Privacy and Security Rules' requirements; or
 - ii. Other information, data, records or documents classified under GRAMA as "private, controlled or protected" to third parties in compliance with GRAMA, the Older Americans Act, and County Ordinance;
- B. The Parties acknowledge that HIPAA, the HITECH Act, the Privacy and Security Rules, GRAMA, and other federal statutes and regulations may continue to restrict access to Protected Health Information, private, controlled, or protected information, and other medical information after this Agreement terminates.
- C. Contractor shall have in place a written policy which establishes procedures for the secure collection, maintenance, transmission, transfer, or disposal of Personal Identifiers, consistent with applicable laws.

D. The Parties agree and understand that if County provides Contractor with any Personal Identifiers, as that term is defined in Salt Lake County Ordinance § 2.81.010(C), Contractor shall exercise care to ensure the protection of the Personal Identifiers and shall be legally liable for CFA's breach of its duty to ensure the protection of Personal Identifiers.

26. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access 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. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to County Representative for response by County.

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 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.

27. ASSIGNMENT

Contractor shall not assign or transfer its duties of performance or its rights to compensation under this Agreement, without prior and express written consent 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.

28. 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 and written consent of County.

29. 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: Quality Assurance Mgr.
 Aging & Adult Services
 2001 South State Street, S1-600
 Salt Lake City, Utah 84190

CONTRACTOR: _____

30. 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.

30. 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.

31. 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.

32. 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 and/or email or any other electronic means shall be deemed an original signed copy of this Agreement.

33. 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 Proposal 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.

34. STANDARD FORM ALTERATIONS

This Agreement is approved as a Standard Form Agreement pursuant to Salt Lake County Ordinance Section 3.28.020(D). Any alteration of the standard form language without approval of the Office of the Salt Lake County District Attorney shall render the agreement void and without effect.

[Signature Page Follows Below]

SAMPLE

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

Salt Lake County

Contractor: _____

By: _____
Mayor or Designee

By: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Division Approval

By: _____

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 (2015).

Reviewed and advised as to Form and Legality:

By: _____
John E. Diaz
Senior Deputy District Attorney
Salt Lake County