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 BUREAU OF CONTRACT MANAGEMENT
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Director

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Contract No. _____

**DHS CONTRACT WITH
 LOCAL MENTAL HEALTH AUTHORITY**

CONTRACTING PARTIES: This Contract is between the Utah Department of Human Services which includes the Division of Substance Abuse and Mental Health, 195 North 1950 West, Salt Lake City, Utah 84116 (referred to in this Contract as "DHS" or "DHS/DSAMH");

AND

Name: Tooele County Corporation
Address: 47 S Main Street
 Tooele, UT 84074-2194

A Utah Governmental Entity referred to in this Contract as the Local Mental Health Authority (LMHA).

CONTACTS FOR LEGAL NOTICES:

	LMHA	DHS/DSAMH
Title	County Commissioner	Contract/Grants Administrator
Telephone	435-843-3150	(801) 538-4319
Email	dsmart@co.tooele.ut.us	raywinger@utah.gov
Address	47 S Main Street Tooele, UT 84074-2194	195 North 1950 West Salt Lake City, Utah 84116

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RECITALS

1. DHS/DSAMH receives federal and state funds which it then distributes to local authorities for mental health programs in the areas served by the local authorities; and
2. The LMHA is a local governmental entity that is authorized to receive public funds for the substance abuse programs in its area; and
3. Pursuant to Utah Code § 62A-15-103 DHS/DSAMH is authorized to provide the LMHA with direction on the use of such public funds and to enter into contracts that specify how the LMHA will use these public funds; and
4. DHS/DSAMH works cooperatively with the LMHA to ensure that these public funds are used appropriately; and
5. Pursuant to Utah Code § 17-43-301 the LMHA is accountable to DHS/DSAMH for using public funds obtained through this Contract appropriately, and for complying with all applicable state and federal laws, policies, audit requirements, contract requirements and DHS/DSAMH directives; and
6. Pursuant to Utah Code § 62A-15-103 DHS/DSAMH is authorized to monitor the LMHA's use and management of these public funds; to oversee its governance of the programs in the LMHA's area; and to review the LMHA's compliance with laws, policies, audit requirements, contract requirements and DHS/DSAMH directives; and
7. DHS/DSAMH may refuse to contract with or may take legal action against any LMHA that breaches its contract with DHS/DSAMH or that fails to use or expend public funds in accordance with applicable laws, policies and DHS/DSAMH directives.

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** To provide funding and direction to, and oversight of, the LMHA for the provision of mental health services to individuals residing in the LMHA's geographical area.

The LMHA shall use the funds paid by DHS/DSAMH pursuant to this Contract only for the purposes specified in this Contract, and in the LMHA's approved Area Plan for the applicable time period. The LMHA represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

2. **CONTRACT PERIOD:** This Contract is effective as of **July 1, 2015** and terminates on **June 30, 2020**, unless terminated sooner in accordance with the terms and conditions of this Contract. This contract period shall not exceed five fiscal years. For purposes of this Contract, the term "fiscal year" refers to the State of Utah Fiscal Year, which runs from July 1st through June 30th.

3. **TYPE OF CONTRACTOR:** The LMHA is a "Subrecipient." The LMHA shall comply with the financial record keeping and reporting requirements that apply to federally-funded subrecipients, even if this Contract is funded solely by *State* funds.

4. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:** The LMHA is a governmental entity, and this Contract is therefore exempt from the bidding process and procurement requirements.

5. **DOCUMENTS INCORPORATED BY REFERENCE:**

- a. All documents identified in this Contract.
- b. All statutes, regulations, and federal policies that apply to this Contract.
- c. The DHS/DSAMH Division Directives provided to the LMHA.
- d. The approved Area Plan submitted by the LMHA for each of the fiscal years covered by this Contract and any attachments to those Area Plans.
- e. The signed approval of the Area Plan and funding allocation letter sent to the LMHA by DHS/DSAMH for each of the fiscal years covered by this Contract.

6. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:

- a. Contract Parts I through VI and signed amendments.
- b. The DHS/DSAMH Division Directives.

- c. Funding Allocation Letter.
- d. The LMHA's Approved Area Plan.

SECTION B: LMHA'S LEGAL STATUS AND INDEMNIFICATION RESPONSIBILITIES

1. **LMHA IS AN INDEPENDENT CONTRACTOR:** The LMHA is an independent contractor, and has no authorization, express or implied, to bind DHS/DSAMH or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the LMHA's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS/DSAMH. The LMHA is not authorized to act as an agent for DHS/DSAMH, except as expressly provided in this Contract. Persons employed by DHS/DSAMH and acting under direction of DHS/DSAMH shall not be deemed to be employees or agents of the LMHA. Persons employed by the LMHA and acting under the direction of the LMHA shall not be deemed to be employees or agents of DHS/DSAMH except as expressly provided in this Contract. As an independent contractor, the LMHA is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract. The funding paid to the LMHA pursuant to this Contract shall be LMHA's total funding from DHS/DSAMH for the services provided pursuant to this Contract and the LMHA is responsible for the payment of any and all tax liabilities incurred as a result of the funding received.
2. **PROTECTION AGAINST LIABILITY; LMHA'S SUBCONTRACTORS MUST PROVIDE INSURANCE AND INDEMNIFICATION:**
 - a. **LMHA and its Subcontractors:** Neither the LMHA nor DHS/DSAMH waives any defenses otherwise available under the Governmental Immunity Act ("GIA"). Subcontractors may not be protected by the GIA.
 - b. **Workers' Compensation:** The LMHA and its subcontractors shall comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.
 - c. **Required Insurance for Non-Governmental Subcontractors.** A non-governmental subcontractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the LMHA shall require its non-governmental subcontractors to maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the subcontractor provides documentation verifying the insurance company providing the subcontractor's insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

Each of the subcontractor's general and professional liability insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DSAMH and their officers and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, DHS/DSAMH and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the subcontractor's acts or omissions in connection with this Contract. The subcontractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

If the subcontractor is an "individual" providing services of less than 25 hours per week, the additional insured endorsement may omit the requirement that the endorsement be primary coverage. The term individual as used in this subsection means the subcontractor provides the services pursuant to this Contract him or herself and does not employ other professionals to provide such services.

- d. **Deductibles and Similar Costs.** The subcontractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the LMHA obtains prior written approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.
- e. **Types of Liability Protection the Subcontractor Shall Provide:**

(1) **Private Subcontractor—Commercial Insurance Required:** If the subcontractor is not a governmental entity of the State of Utah, the LMHA shall require the subcontractor to maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the subcontractor has already satisfied the requirements of the "self-insurance" provision below:

- (a) **General Liability Insurance:** The subcontractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the subcontractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. If the subcontractor is providing services at more than one site, the general liability insurance shall cover each of those sites. If the general liability

insurance coverage obtained by the subcontractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.

If the subcontractor does not provide services in its own office or facility, the requirement for general liability insurance is waived.

- (b) *Automobile Insurance:* If the subcontractor's services involve transporting any clients or goods for DHS/DSAMH, the subcontractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the subcontractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the subcontractor subcontracts with another entity or individual for transportation services, or services that include transportation, the subcontractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

If the subcontractor provides individual residential care services by contracting with individual residential care homes, the subcontractor shall maintain a policy of automobile liability insurance as indicated above, and each of the subcontractor's individual residential care homes shall maintain a policy of automobile liability insurance. The automobile liability insurance required of individual residential care homes shall cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

- (c) *Professional Liability Insurance:* If the subcontractor is and/or employs doctors, dentists, social workers, mental health therapists or other professionals to provide services pursuant to this Contract, the subcontractor shall maintain a policy of professional liability insurance ("malpractice insurance") with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the subcontractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended

reporting period provision or similar "tail" provision such that the policy covers claims reported up to three years beyond the date that this Contract is terminated.

- (2) **Self-Insured Private Subcontractor—No Commercial Insurance Required, But Indemnification and Prior DHS Approval Required:** If the subcontractor claims that it is self-insured, the LMHA shall provide DHS with evidence that the subcontractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract for non-governmental entities. Specifically, the subcontractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance, automobile insurance and professional liability insurance. Before executing a contract with the subcontractor, the LMHA shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the subcontractor's financial evidence and representations, that the subcontractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the subcontractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the subcontractor's self-insurance arrangements are comparable to the insurance required of other non-governmental subcontractors. A copy of the Deputy Director's statement shall be an attachment to this Contract or shall be made an attachment to this Contract by amendment and shall be a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.

f. **Indemnification.** Regardless of the type of insurance required by this section, the LMHA (and where applicable, the subcontractor) agrees to the following indemnification:

- (1) **Indemnification by the LMHA and Governmental Subcontractors.** If the LMHA and the LMHA's subcontractor are governmental entities of the State of Utah, and subject to the Utah Governmental Immunity Act ("the Act"), there is no indemnification required, and the LMHA, its subcontractor and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the Act. Nothing in this Contract shall be construed as a waiver by any party to this Contract of any rights, limits, protections or defenses provided by the Act nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is entitled. If the subcontractor is a not a governmental entity of the State of Utah, this paragraph shall not

apply, and the "Indemnification by Non-Governmental Subcontractor" paragraph below shall apply.

- (2) **Indemnification by Non-Governmental Subcontractor:** If the subcontractor is not a governmental entity of the State of Utah, the LMHA shall ensure its subcontractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS/DSAMH and their officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract, the LMHA's Subcontract, or which are caused in whole or in part by the subcontractor's acts, failure to act, or negligence of the subcontractor's officers, agents, volunteers or employees except where the claim arises out of the sole negligence of DHS.
- (3) **Definition of the Term "Claim":** As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
- (4) **Defense of Suits Brought Upon Claims:** If the LMHA uses non-governmental subcontractors it shall require that the non-governmental subcontractor contracts to defend all suits brought upon a claim and pay all costs and expenses, including attorney's fees consistent with the requirements expressed in Subsection 2.f. for non-governmental contractors of DHS. DHS shall be a named third-party beneficiary of such contracts. The contract will include all terms of this paragraph. However, DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the LMHA or the subcontractor or where the LMHA or subcontractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the LMHA and/or subcontractor shall notify DHS within 90 days of receiving notice of the claim against it that the LMHA or subcontractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the LMHA or subcontractor fails to notify DHS within this timeframe, the LMHA and the subcontractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation by DHS in the defense of a claim does not relieve the LMHA and the subcontractor of any obligation pursuant to this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the LMHA or subcontractor that the claim arises out of the sole negligence of DHS. If a finding is later made that the claim did not arise out of the sole negligence of DHS, the LMHA and subcontractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.

- (5) **No Subrogation or Contribution:** The LMHA has no right of subrogation or contribution from the State or DHS for any judgment rendered against the LMHA or its subcontractor.

The LMHA shall include a provision in any subcontract for services pursuant to this Contract that the subcontractor shall have no right of subrogation or contribution from the State or DHS for any judgment rendered against the LMHA or the subcontractor.

- g. **Certificate of Insurance, "Additional Insured" Endorsement, and Evidence of Continued Coverage.** Before signing a contract with a non-governmental subcontractor and before signing this Contract, the LMHA shall ensure that the non-governmental subcontractor obtains from its general and professional liability insurer(s) and provides to DHS/DSAMH, certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DSAMH 30 days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DSAMH, the LMHA shall obtain from its non-governmental subcontractor and shall provide to DHS/DSAMH, evidence that the subcontractor has the insurance coverage required by this Contract. Governmental entities subject to the Act are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The LMHA shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The LMHA's performance shall not be excused by force majeure.** The LMHA represents that it has identified the critical functions or processes of its business operations essential for providing the services required in this Contract. The LMHA also represents that it has developed an emergency management and business continuity plan ("plan") that will allow the LMHA to continue to operate those critical functions or processes during or following short-term or long-term (greater than six weeks) emergencies, periods of declared pandemic, or other disruptions of normal business. The LMHA further represents that its plan addresses at least the following areas as they pertain to the services LMHA is providing:

- a. Evacuation procedures;
- b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
- c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies, and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
- d. Communications (with LMHA staff, appropriate government agencies, and clients' families);

- e. Transportation;
- f. Recovery and maintenance of client records; and
- g. Policies and procedures that:
 - (1) address both leave for, and the recall of, LMHA's employees unable to work for extended periods due to illness during periods of declared pandemic; and
 - (2) ensure the timely discharge of the LMHA's financial obligations, including payroll.

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

The LMHA shall provide DHS/DSAMH with a copy of its plan upon execution of this Contract. The LMHA shall evaluate its plan at least annually. Any modifications to the LMHA's plan shall be provided to DHS/DSAMH within 15 days of the time the modifications are made.

SECTION C: LMHA'S COMPLIANCE WITH APPLICABLE LAWS

1. **COMPLIANCE WITH APPLICABLE LAWS.** The LMHA shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the LMHA's activities or that impose restrictions on the LMHA's use of federal or state funding or grants. It is the LMHA's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT.** The LMHA certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the LMHA cannot so certify, the LMHA must attach a written explanation and DHS/DSAMH must obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure to obtain such prior written approval shall be considered a material breach of this Contract.
3. **HUMAN SUBJECTS RESEARCH:** The LMHA may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the LMHA has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the LMHA shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.

4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The LMHA represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The LMHA shall continue to comply with all such standards, requirements and ordinances during the term of this Contract, and if the LMHA fails to do so, DHS/DSAMH may terminate this Contract immediately.
5. **COMPLIANCE WITH CODE OF CONDUCT:** The LMHA shall develop, maintain and enforce a Code of Conduct for the provision of services to its clients which at least includes the elements of the DHS Provider Code of Conduct and is at least as stringent as the DHS Provider Code of Conduct.
6. **PRO-CHILDREN ACT OF 1994:** In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994", smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. By signing this Contract, the LMHA certifies that it will comply with the requirements of this Act.
7. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):**
The LMHA shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHS with the following information, updating it as changes occur:
 - a. The LMHA's Data Universal Numbering System (DUNS) number;
 - b. The names and compensation of the LMHA's five most highly compensated executives *whenever the LMHA meets the criteria identified in FFATA for reporting executive compensation data*; and
 - c. The LMHA's principal place of performance.

Information entered by DHS in the FFATA Sub-award Reporting System (FSRS) can be viewed at the following website: USAspending.gov.

8. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The LMHA shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.
 - a. **Definitions**
 - (1) "Business Entity" is as defined in Utah Code § 67-16-3.
 - (2) "Conflict of Interest" means any situation where the LMHA has economic, social, political, familial, or other interests which interfere with, or have the potential to interfere with, the exercise of the LMHA's duties, responsibilities, or judgment in connection with this Contract, or which

involve conflicting loyalties to the LMHA and to another interest. "Conflict of Interest" also includes any violation of the Ethics Act.

- (3) **"Disclosure Statement"** means a written statement provided to DHS/DSAMH by the LMHA about a Conflict of Interest. "Conflict of Interest Certification" and "Conflict of Interest – Disclosure Statement" forms are available from the DHS/DSAMH Contract Representative or the DHS Bureau of Contract Management (BCM).
- (4) **"Ethics Act"** means the Utah Public Officers' and Employees' Ethics Act (Utah Code § 67-16-1 et.seq.).
- (5) **"LMHA"** includes all "representatives" of the LMHA.
- (6) **"Related Party"** means:
 - (a) any person related to the LMHA's representative by blood or marriage; and
 - (b) all business associates of the LMHA:
 - (i) who are partners, directors, or officers in the same business entity as the LMHA;
 - (ii) who have authority to make decisions or establish policies in the same business entity as the LMHA; or
 - (iii) who directly or indirectly own 10% or more in the same business entity as the LMHA.
- (7) **"Representative"** means any person or entity acting on behalf of the LMHA, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the LMHA. "Volunteers" are not "representatives" and are not required to be included in the LMHA's Disclosure Statement, unless they are board members or officers, or are substantially involved in the LMHA's decision-making processes.
- (8) **"Volunteer"** means a person who donates services to the LMHA without compensation, except for expenses incurred (such as meals and travel costs).

b. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent they are the result of undue influence, or have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS/DSAMH. Conflicts of Interest can occur in one of three ways:

- (1) **Dual Employment.** Conflicts of interest can occur when a LMHA's representative is also employed by the State of Utah or by another of the LMHA's representatives.
 - (2) **Related-Party Transactions.** Conflicts of interest occur when the LMHA makes payments to a related party using money obtained from DHS/DSAMH through this Contract. Conflicts of interest also occur when transactions, which affect the performance of this Contract, are made between the LMHA and a related party, whether or not payments are involved.
 - (3) **Independent Judgment Impaired.** Conflicts of interest occur when a LMHA's representative participates in any transaction on the LMHA's behalf and has a significant relationship or shared interest with another party to the transaction, which could affect a representative's ability or willingness to exercise independent judgment, and which may affect the performance of this Contract.
- c. **Compliance with the Ethics Act.** The LMHA shall comply at all times with the applicable provisions of the Ethics Act.
- d. **Conflict of Interest Policies and Internal Review:** The LMHA shall train its representatives regarding:
- (1) the conflict of interest concept and the certification/disclosure requirements of this Contract; and
 - (2) the applicable provisions of the Ethics Act.
- The LMHA shall implement a written policy that requires its representatives to immediately disclose in writing to the LMHA all existing, potential, and contemplated conflicts of interest as they arise, and to submit an updated disclosure statement annually thereafter. The LMHA shall maintain the disclosures in the representatives' personnel files. The LMHA shall also annually review any disclosures and its own operations to reasonably assure DHS/DSAMH that the LMHA avoids prohibited conflicts of interest.
- e. **Disclosing Conflicts of Interest:**
- (1) **Requirements for Governmental Entities.** Before entering into this Contract or a subcontract related to this Contract, and annually thereafter, the LMHA and any *governmental* subcontractors shall:
 - (a) submit to DHS/DSAMH a written certification that they maintain a written policy as required above, monitor for compliance with the conflict of interest provisions of this Contract, and reasonably assure DHS/DSAMH that representatives (including any non-governmental subcontractors) with a potential conflict of interest do not:

- (i) make or influence decisions or set policies that affect this Contract;
 - (ii) monitor the performance of this Contract; or
 - (iii) become involved in or otherwise benefit from the performance of this Contract; and
- (b) disclose to DHS/DSAMH any conflict of interest that relates to this Contract or the services provided pursuant to this Contract by submitting a Disclosure Statement, and complying with the requirements regarding the continuing duty to disclose these conflicts of interest.
- (2) **Requirements for Non-Governmental Subcontractors:** Before entering into any subcontract to perform services covered by this Contract, the LMHA shall require its non-governmental subcontractor to submit a Disclosure Statement to the LMHA in which the non-governmental subcontractor discloses any existing or potential conflicts of interest.
- (a) **For Conflicts of Interest Involving Dual Employment,** the following information is required:
- (i) the name of the subcontractor's representative engaged in dual employment;
 - (ii) the titles or positions held by the subcontractor's representative engaged in dual employment;
 - (iii) the representative's decision-making or monitoring authority with the employing entities, and how that representative's authority affects this Contract or any subcontract relating to this Contract; and
 - (iv) the measures taken by the subcontractor to avoid potentially adverse effects resulting from the representative's dual employment.
- (b) **For Conflicts of Interest involving Related-Party Transactions or Impaired Judgment,** the following information is required:
- (i) the name of the subcontractor's representative having the conflict of interest;
 - (ii) the name of the other party to the conflict of interest;
 - (iii) the relationship between the individuals identified in (i) and (ii) above;
 - (iv) the nature and value of the interest (if any) held by the representative in the other business entity;
 - (v) a description of the transaction to which the conflict of interest applies and the dollar amount involved (if any);

- (vi) the decision-making or monitoring authority of the subcontractor's representative and the party identified in (ii) above, with respect to the applicable transaction or decision;
 - (vii) the potential effect of the conflict of interest on this Contract or any subcontract relating to this contract; and
 - (viii) the measures taken by the subcontractor to avoid potentially adverse effects resulting from the identified parties' relationship.
- (c) If the non-governmental subcontractor has no conflicts of interest, the subcontractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the subcontractor is certifying to DHS/DSAMH that it has checked its organization and has required its representatives to disclose their conflicts of interest, and that it has disclosed all known Conflicts of Interest to DHS/DSAMH.
- (d) The non-governmental subcontractor shall comply with the requirements regarding the continuing duty to disclose its conflicts of interest.
- (3) **Continuing Duty to Disclose Conflicts of Interest.** The LMHA and its subcontractors have a continuing duty to immediately process an updated Disclosure Statement. The LMHA shall require its subcontractors to provide an updated Disclosure Statement to the LMHA, if at any time during the term of this Contract, they contemplate any transaction involving a conflict of interest, or hire or affiliate with any individual with a potential conflict of interest, or discover any existing conflict of interest, and if that conflict of interest is one that must be disclosed pursuant to this Contract. The LMHA shall submit to DHS/DSAMH an updated "Conflict of Interest Certification" by May 1 of each year with its Area Plan, containing the same information required by the initial certification.

f. **Monitoring Compliance.**

DHS/DSAMH retains the right to do any of the following if DHS/DSAMH suspects or determines that a conflict of interest may exist:

- (1) Investigate any potential conflict of interest;
- (2) Require further information from the LMHA or the subcontractor;
- (3) Require specific remedial action; or
- (4) Disapprove identified transactions.

9. **DEFICIT REDUCTION ACT - MEDICAID FRAUD, WASTE AND ABUSE:** The LMHA shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery).

The LMHA shall educate its employees, agents, and subcontractors about:

- a. The False Claims Act, 31 United States Code §§3729-3733;
- b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801-3812;
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
- d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
- e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
- f. How to report suspected fraud, waste and abuse of Medicaid funds;
- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the LMHA maintains an employee handbook, the LMHA shall include the information described above, and its policies and procedures for detecting and preventing Medicaid fraud, waste, and abuse, in its employee handbook.

Additional information is available on the DHS Office of Fiscal Operations website(<http://www.hsofo.state.ut.us/>).

10. **COMPLIANCE WITH UTAH 211 INFORMATION REQUESTS:** The Contractor shall provide Utah 211 with information about the Contractor's services for inclusion in the Utah 211 statewide information and referral system. Information shall be provided in the form determined by Utah 211.
11. **CONTRACT INFORMATION:** DHS shall provide contact information to the Department of Workforce Services (DWS). The Contractor shall provide DWS with job vacancy and contact information upon request from DWS in accordance with Utah Code § 35A-203.

SECTION D: COMPLIANCE MONITORING AND RECORD KEEPING RESPONSIBILITIES

1. **MONITORING OF PERFORMANCE AND ACCESS TO RECORDS:** DHS shall have the right to monitor the LMHA's performance pursuant to this Contract, including the LMHA's expenditure of public funds. Monitoring of the LMHA's performance shall be at the discretion of DHS. Performance monitoring may include both announced and unannounced visits.

The LMHA shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.

2. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The LMHA shall comply with all record-keeping and reporting requirements of this Contract. The LMHA shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to screenings, assessments, the provision of services, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

3. **RETENTION OF RECORDS:** The LMHA shall retain all records related to this Contract for at least the following periods of time:

- a. **Records Relating to Adult Clients:** The LMHA shall retain adult client records (including records that support Title XIX reimbursements) for at least six (6) years from the date of last service to the adult client.
- b. **Records Relating to Child Clients:** The LMHA shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six (6) years from the date of last service to the child client, or until the child client reaches the age of twenty-two (22), whichever period is longest.
- c. **Administrative Records:** The LMHA shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six (6) years after DHS/DSAMH makes the last payment on this Contract.
- d. **DHS' Continuing Access to Records:** DHS shall have immediate access to all records relating to this Contract, and the LMHA shall not limit or interfere with DHS' access rights.
- e. **Discontinued Operations:** If the LMHA discontinues its programs or ceases to provide services under this Contract, the LMHA shall protect DHS/DSAMH access rights by implementing one of the following options:
 - (1) Transfer the patient records to a successor agency or entity which has:
 - (a) entered into a contract with DHS/DSAMH to provide such services formerly provided by the LMHA; and
 - (b) agreed to provide DHS with the same access to the records as required under the LMHA's contract with DHS/DSAMH; or
 - (2) Deliver the patient records to an office within the LMHA under an arrangement by which the LMHA authorizes DHS to have continuing immediate access to the records.

f. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be cross-shredded or burned to protect client confidentiality. In the case of electronic records, the LMHA shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.

4. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** The LMHA shall restrict access to client records in accordance with State and federal laws. The LMHA shall maintain all client records in locked rooms or cases or in password-protected electronic files. The LMHA shall not use or disclose any client information except as specifically provided by this Contract, as authorized by the client in writing, or as required by law. The LMHA's representatives shall have access only to those portions of the records directly related to their work assignments.

5. **ACCESS TO THE LMHA'S RECORDS:** The LMHA shall provide DHS with immediate access to any records produced or received by the LMHA in connection with this Contract.

SECTION E: SUBCONTRACTING, CONTRACT MODIFICATIONS, AND DISPUTE RESOLUTION PROCEDURES

1. SUBCONTRACTS:

a. **Definition of "Subcontractor":** As used in this Contract, "subcontractor" means an individual or entity that has entered into an agreement with the LMHA to perform services for which that LMHA is responsible pursuant to the terms of this Contract. "Subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if those individuals or entities perform any of the subcontractor's duties pursuant to this Contract.

b. **LMHA May Subcontract.** The LMHA may enter into subcontracts to provide the services required by this Contract. The LMHA retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.

c. **LMHA Responsibilities Regarding Subcontracts.** When the LMHA subcontracts, the LMHA shall at a minimum:

(1) Conduct at least one annual monitoring review. The LMHA shall specify in its Area Plan how it will monitor their subcontracts.

(2) The LMHA shall include provisions in its subcontracts that require the subcontractors to comply with all:

(a) provisions of this Contract;

(b) procurement statutes and regulations that apply to the LMHA;

(c) provisions identified in Utah Code § 17-43-101 et. seq.;

- (d) financial regulations and policies that apply to the LMHA; and,
 - (e) provisions identified in 45 C.F.R. § 92.36, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
- (3) The LMHA shall ensure that its subcontractors comply with the provisions identified in subsection 3 above.
- (4) Before the LMHA disburses any public funds (for purposes of this Contract, the term "public funds" is as defined in Utah Code §§ 17-43-203 and 303) to a subcontractor for the provision of services or programs, the LMHA shall obtain the subcontractor's written agreement to all of the following:
- (a) All of the state and federal funds received by the subcontractor will be used for substance abuse or mental health purposes according to state auditor guidelines;
 - (b) The subcontractor's financial and other records relevant to its performance of the services provided to the LMHA may be examined by the following persons or entities: (1) DHS; (2) DHS/DSAMH; (3) the director of the LMHA; (4) the county treasurer and county or district attorney, or, if two or more counties jointly provide substance abuse or mental health services; the designated treasurer and the designated legal officer; (5) the county legislative body, and (6) in counties with a county executive that is separate from the county legislative body, the county executive;
 - (c) The county auditor may examine and audit the subcontractor's financial and other records relevant to its performance of the services provided to the LMHA;
 - (d) The subcontractor will comply with all directives issued by DHS and the State of Utah Department of Health regarding the use and expenditure of state and federal funds received from those departments (whether directly or indirectly) for the purpose of providing substance abuse and/or mental health programs and services; and
 - (e) The subcontractor will obtain an independent audit conducted in accordance with prescribed guidelines.
2. **CONTRACT ASSIGNMENT:** The LMHA may not assign its benefits or obligations pursuant to this Contract to any other entity.

3. **CONTRACT AMENDMENTS:** With the exception of the annual Area Plans, the Funding Allocation Letters, and Funding Reduction Letters, the parties may amend this Contract only by a written amendment signed by the parties and approved by the DHS/BCM. The amendment shall be attached to the original signed copy of this Contract.

Annual Area Plans, Funding Allocation Letters, Funding Reduction Letters, and changes in federal or State reporting requirements may be issued or amended as follows:

- a. **Area Plans.** Approved Area Plans may be amended only during the fiscal year for which the Plan is effective. Area Plans shall be considered amended only after all proposed changes to the Plan have been reduced to writing and DHS/DSAMH has notified the LMHA in writing that it approves the same. A copy of both the proposed changes and the approval of DHS/DSAMH shall be attached to the Area Plan being amended.
- b. **Funding Allocation Letters.** A Funding Allocation Letter signed only by DHS/DSAMH constitutes an amendment to this Contract. DHS/DSAMH may issue a Funding Allocation Letter on its own initiative with or without the consent of the LMHA or it may issue a Funding Allocation Letter in response to a request from the LMHA. Funding Allocation Letters shall be signed by DHS/DSAMH and the original sent to the LMHA.
- c. **Funding Reduction Letters.** A Funding Reduction Letter signed only by DHS/DSAMH constitutes an amendment to this Contract. DHS/DSAMH may issue a Funding Reduction Letter on its own initiative with or without the consent of the LMHA. Funding Reduction Letters shall be signed by DHS/DSAMH and the original sent to the LMHA.
- d. **Financial Reporting Requirements.** If federal or State financial reporting requirements change during the course of the contract period, DHS/DSAMH may advise the LMHA of the changes via written notice signed by an authorized representative of DHS/DSAMH. The notice shall specifically identify the new reporting requirement(s) and the effective date of the same. The LMHA shall comply with the notice issued.

4. **REMEDIES:** If DHS/DSAMH determines that the LMHA or a subcontractor has failed to comply with any of the provisions of this Contract, DHS/DSAMH may do any of the following:

- a. **Disallowance of LMHA Expenditures:** DHS/DSAMH may disallow the LMHA's and the subcontractor's expenditures and adjust its payments to the LMHA by deducting such disallowed expenditures.
- b. **Payment Withholding.** DHS/DSAMH may withhold funds from the LMHA for contract non-compliance, failure to comply with DHS/DSAMH directives, misuse of public funds or monies, or failure to comply with state and federal law or policy. If an audit finding or judicial determination is made that the LMHA or its subcontractor misused public funds, DHS/DSAMH may also withhold funds otherwise allocated to

the LMHA to cover the costs of any audits, attorney's fees and other expenses. DHS/DSAMH shall give the LMHA prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. DHS/DSAMH shall inform the LMHA whether any amounts withheld may be released, and if so, the actions that the LMHA must take to bring about the release of any amounts withheld.

- c. **Overpayments.** If an independent CPA audit or DHS review determines that the payments made by DHS/DSAMH to the LMHA were incorrectly paid or were based on incorrect information from the LMHA, DHS/DSAMH may adjust the LMHA's payments for the remainder of the contract period or for any future contract.
- d. **Default or Underutilization of Funds.** If the LMHA defaults in any manner in the performance of any obligation under this Contract, or if DHS/DSAMH determines that the LMHA is significantly underutilizing funds, DHS/DSAMH may, at its option, reduce funding by issuing a Funding Reduction Letter.
- e. **Repayments.** Upon written request by DHS/DSAMH, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the LMHA. DHS/DSAMH shall have the right to withhold any or all subsequent payments until DHS/DSAMH fully recoups these funds.
- f. **Legal Remedies.** The parties may avail themselves of all remedies allowed by state and federal law.
- g. **Corrective Action.** The LMHA shall comply with the terms of any corrective action plan required by DHS/DSAMH.
- h. **Administrative Review.** Prior to pursuing other legal remedies, the LMHA shall appeal any contract dispute with the DHS/DSAMH by filing a written appeal with the DHS Deputy Director for Support Services within thirty (30) days of the disputed DHS/DSAMH action or decision. The LMHA's written appeal shall identify the LMHA, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the LMHA. The LMHA shall also provide a copy of the written appeal to the Director of DHS/DSAMH.

The DHS Deputy Director shall have thirty (30) days to issue DHS' written response to the LMHA's appeal. The Deputy Director may designate another DHS employee to review and respond to the LMHA's appeal.

5. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Notice.** Either party may terminate this Contract, with or without cause, by giving the other party at least thirty (30) days written notice.
- b. **Immediate Termination.** If the LMHA's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows DHS/DSAMH to terminate the Contract

- immediately, DHS/DSAMH may terminate this Contract immediately by notifying the LMHA in writing.
- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties shall use their best efforts to provide for uninterrupted client services.
- d. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the LMHA rendered before the termination. The LMHA shall comply with the provisions of this Contract relating to the LMHA's record-keeping responsibilities, and shall ensure that the LMHA's staff properly maintains all records. **These provisions shall survive the termination of this Contract.**
6. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.
7. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The LMHA shall establish a grievance and appeal system for its clients and applicants of the services and programs covered by this Contract, and shall notify each client and applicant in writing that:
- a. Clients and applicants have the right to present the LMHA with their grievances including but not limited to:
- (1) denial of services pursuant to this Contract;
 - (2) exclusion from a program pursuant to this Contract; or
 - (3) inadequacies or inequities in the programs and services provided pursuant to this Contract.
- b. The LMHA shall establish and maintain a tracking system identifying the nature and outcome of each grievance.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

MENTAL HEALTH

1. **DHS/DSAMH Division Directives:** The Local Mental Health Authority (LMHA) shall comply with the DHS/DSAMH Division Directives (hereinafter referred to as the "Division Directives") found at <http://dsamh.utah.gov/provider-information/contracts-monitoring>.
2. **Area Plan:** The LMHA shall prepare and submit an Area Plan, which has been reviewed and approved in writing by the LMHA's governing body:
 - a. The Area Plan shall be submitted annually by May 1 to DHS/DSAMH.
 - b. This Contract and the Division Directives will provide the LMHA with the minimum requirements of the Area Plan.
 - c. DHS/DSAMH shall review the Area Plan to determine if it meets all applicable requirements, and will notify the LMHA of any deficiencies in its Area Plan.
 - d. The LMHA must resolve all identified deficiencies before DHS/DSAMH will approve the Area Plan.
 - e. Upon approval of the Area Plan, DHS/DSAMH will issue a funding allocation letter.
 - f. The LMHA shall comply with the provisions of this Contract and its approved Area Plan for the corresponding fiscal year.
3. **Treatment, Prevention and Recovery Support Service Requirements:** In addition to the requirements set forth in the Division Directives and this Contract, the LMHA shall comply with the requirements identified in each of the following:
 - a. Utah Code, including but not limited to:
 - (1) Title 17, Chapter 43; and
 - (2) Title 62A, Chapter 15.
 - b. Utah Administrative Code, including but not limited to R523 and R525;
 - c. The federal Mental Health Block Grant;
 - d. The Federal Practice Guidelines: "The 10 Fundamental Components of Recovery", as found at <http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf>; and

- e. The current adopted Utah Public Mental Health System Preferred Practice Guidelines (Utah Practice Guidelines), found at: http://dsamh.utah.gov/pdf/mh_practice_guidelines/MH%20Preferred%20Practice%20Guidelines.pdf

4. **Block Grant Fund Limitations:** Mental Health Block Grant funds can only be expended for non-Medicaid eligible services. Mental Health Block Grant funds cannot be used for:

- a. Inpatient services;
- b. Purchasing or improving land, construction or remodeling facilities;
- c. Purchasing major medical equipment; or
- d. Matching of federal funds.

5. **Program Qualifications:** The LMHA shall maintain documentation that each program providing services pursuant to this Contract is in compliance with State and local zoning ordinances, licensing requirements, fire prevention requirements, building codes, health codes, and any other applicable laws, codes or ordinances.

6. **Staff Qualifications:** The LMHA shall maintain documentation that each individual providing services pursuant to this Contract has a current license as required by Utah Code Title 58 or is certified by DHS/DSAMH as required by Utah Code Title 62A.

7. **Data Collection and Submission Requirements:**

- a. The LMHA shall submit client-level service, treatment and outcome data for all clients receiving services in publicly funded facilities regardless of a client's funding source.
- b. The LMHA's data submissions, as required in the Division Directives (data submissions), shall comply with both the timelines identified in the Division Directives and the Mental Health Event (MHE) data set specifications, as found at <http://dsamh.utah.gov/data/data-specifications/>. Data submitted to the DHS/DSAMH is the official service record for the provider and must be accurate. Data submitted will be periodically reviewed for accuracy and consistency with the provider's clinical record. Users authorized by the LMHA or its designated agent, can download the MHE data specifications from the DHS/DSAMH Substance Abuse & Mental Health Information System (SAMHIS) website. These specifications are updated annually.
- c. The LMHA shall comply with the client-level outcome reporting requirements as listed in the Division Directives and MHE data set specifications.
- d. The LMHA is responsible for the timeliness and accuracy of the data submitted to the DHS/DSAMH. Provider data, as required in Section 7.b. above, The LMHA

shall be responsible for, and can download this data for review, reconciliation and corrections that shall be submitted to SAMHIS throughout the fiscal year. Data submissions reporting will end after the fourth quarter reporting deadline for the applicable fiscal year. Any data submissions modified for the prior fiscal year after this deadline will not be reflected in the DHS/DSAMH year-end reporting, scorecards, or annual report. Official year-end reporting will reflect corrections made within the fourth quarter reporting deadline, or as prescribed in writing by DHS/DSAMH, for any given fiscal year.

8. **Performance Measures and Outcomes:**

- a. DHS/DSAMH will annually identify in the Division Directives the specific performance measures and outcomes that will be used to evaluate the performance of the LMHA.
- b. If the performance measures and client outcomes for the LMHA do not fall within the acceptable range, each performance inadequacy will be classified and reported in accordance with the Division Directives and DHS/DSAMH may enforce the remedies set forth in this Contract.

9. **Client Records:** The LMHA shall maintain complete and accurate records for all clients served. The record shall document services provided for each client as identified in the Division Directives and the Utah Practice Guidelines. Additionally:

- a. The documentation shall be organized, clear, current, and legible; and
- b. Client records shall be updated and filed, electronically or paper chart, in compliance with Part I, Section D., and in accordance with the client payor's requirements. In the event that no payor requirements exist, the records shall be updated and filed within one week of each service activity.

PART III: CONTRACT FUNDING, BILLING AND PAYMENT INFORMATION

1. FUNDING FOR THE LMHA:

- a. **Funding.** The LMHA's funding shall be determined annually for each fiscal year of the contract period and may vary from year to year. Payments to the LMHA in any given fiscal year shall not exceed the maximum amount of funding allocated to the LMHA for that fiscal year. The LMHA shall be notified of its annual funding allocation in a Funding Allocation letter. If the LMHA fails to expend the full amount of its annual funding allocation by June 30th of the fiscal year for which the allocation was made, the unexpended portion of the allocation shall lapse and the LMHA shall have no further claim to it.

The LMHA's receipt of its annual funding allocation letter is conditioned upon the LMHA having an *approved* Area Plan in accordance with Utah Code 62A-15-103 et. seq. for the corresponding fiscal year on file with DHS/DSAMH. If the LMHA does not have an approved Area Plan on file with DHS/DSAMH at the commencement of any fiscal year covered by this contract period, the funding allocation letter will be withheld and DHS/DSAMH may withhold and/or deny reimbursement for services provided by the LMHA during that fiscal year until such time as the LMHA's Area Plan may be approved.

- b. **Allowable Fund Balances.** DHS/DSAMH recognizes that if the LMHA is a statutorily-created local mental health authority or local substance abuse authority, the LMHA may need to maintain a fund balance.
- c. **Additional Funding.** On occasion additional funds may become available. Should additional funding become available during the term of this Contract, the amount of additional funding allocated to the LMHA will be addressed in the funding allocation letter. Any requirements or restrictions attached to the additional funding shall require an amendment to the Area Plan or this Contract.
- d. **Funding Sources.** DHS/DSAMH will notify the LMHA of the sources of the funds making up its annual funding allocation letter.
- e. **Reduction of Funds.** If an order or action by the Legislature, the Governor, or the OHS Executive Director, or a federal or state mandate reduces the amount of funding to DHS/DSAMH, DHS/DSAMH may immediately terminate this Contract or may immediately reduce the amount to be paid by DHS/DSAMH to the LMHA.

If DHS/DSAMH reduces funding, the LMHA may reduce the services provided pursuant to this Contract only after submitting a proposed amendment to its Area Plan and receiving written approval of the proposed amendment from DHS/DSAMH.

2. **BILLS FROM THE LMHA:** To obtain reimbursement for the services provided pursuant to this Contract, the LMHA shall submit to DHS/DSAMH a bill for authorized services using the forms provided by DHS/DSAMH. When the electronic billing system becomes

available; DHS/DSAMH shall provide notice to the LMHA and the LMHA shall only submit invoices through that electronic billing system. The LMHA shall bill DHS/DSAMH only for costs allowable under federal and DHS cost principles. The LMHA shall maintain records that adequately support that such costs were incurred and allowed. In accordance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as found at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>, all of the LMHA's bills for authorized services shall contain the following information:

- a. Program name and service code as identified in the DHS/DSAMH funding allocation letter;
 - b. Date(s) services rendered;
 - c. Contract number;
 - d. Uniquely identifiable invoice number;
 - e. Contractor name;
 - f. Contractor's address for payment;
 - g. Contractor's phone number;
 - h. Contractor's signature;
 - i. A statement certifying that the costs submitted for reimbursement were necessary, reasonable, allowable, and actually incurred by the LMHA in providing the services required by this Contract
 - j. Expenses incurred by the LMHA as follows:
 - (1) Salary and Wages;
 - (2) Fringe Benefits which are defined as any personnel costs outside of wages;
 - (3) Travel;
 - (4) Contractual;
 - (5) Supplies; and
 - (6) Other.;
3. Invoices submitted by the LMHA to DHS/DSAMH without the required information will not be paid and shall be returned to the Contractor for completion.

4. **BILLING DEADLINES:** The LMHA shall submit bills for services on a monthly basis.

- a. As required in Section 2. above, all bills shall be submitted electronically to the DHS/DSAMH email account to DSAMHinvoice@utah.gov.
 - b. **Ongoing Billings:** The LMHA shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph c. below.
 - c. **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year **no later than July 14th** of the following fiscal year, regardless of the LMHA's billing period or the expiration or termination date of this Contract.
 - d. **Final Contract Billings:** The LMHA shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of the LMHA's billing period.
5. **PAYMENT PROCESS:** DHS/DSAMH shall pay the submitted bills that comply with all contract requirements within thirty (30) days.
- a. Payments under this Contract shall be made to the LMHA through the State of Utah, Department of Administrative Services, Division of Finance (State Finance) Electronic Funds Transfer (EFT) system.
 - b. Prior to the submission of billings, as required in Part III. Section 3. above, the LMHA shall ensure that it is enrolled in the EFT system. Local Authorities not already enrolled in EFT shall obtain the form FI 16V from State Finance by sending a request to fvendor@utah.gov.
 - c. Failure to enroll in the EFT system shall result in a delay of all payments under this Contract.
6. **UNIFORM BILLING PRACTICES:** LMHA guarantees that the amounts it charges for services to clients pursuant to this Contract shall not be higher than the amounts the LMHA charges others for comparable services.

PART IV: COST PRINCIPLES, BUDGET, ACCOUNTING, AND FINANCIAL REPORTING REQUIREMENTS

SECTION A: COST PRINCIPLES

1. **APPLICABLE COST PRINCIPLES:** Regardless of the LMHA's entity type or the source of its funding, the LMHA shall comply with and determine allowable costs in accordance with the federal cost accounting principles described in 2 CFR Part 200 *et seq.* as well as any other applicable Parts.
2. **DHS GENERAL COST PRINCIPLES:** In addition to the federal cost principles, the LMHA shall comply with the following DHS general cost principles which are applicable to all types of DHS contracts.
 - a. **Related Party Costs:** The LMHA shall not make payments to related parties (as defined in the Conflict of Interest provisions of this Contract) in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of DHS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease or rental agreements. Payments made by the LMHA to related parties without prior written consent may be disallowed and require repayment to DHS.
 - b. **Personal Expenses:** DHS will not reimburse the LMHA for personal expenses. Travel that is not business related is an example of a personal expense that is not allowable.
 - c. **Rate Based Contracts:** If this Contract is a DHS set rate based contract, the LMHA may be required to submit actual cost information to DHS for DHS' use in setting rates. In submitting actual cost information, the DHS cost principles for cost reimbursement contracts also apply.
3. **DHS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:** If this Contract is a cost reimbursement contract the LMHA shall comply with the following additional DHS cost principles.
 - a. **Differentiation of Costs:** The LMHA must differentiate administrative costs from program costs. Administrative costs are costs that do not directly relate to a specific program such as legal counsel, accounting, budgeting, planning, risk management, and management information systems. Program costs are costs that directly relate to a program activity such as client care and supervision, residential services, and client educational services provided by the contractor.

Personnel who have both administrative and program duties or who have duties related to multiple programs shall allocate their time to each function and program as

appropriate. Costs that support more than one function or program, such as office supplies; telephone; facility (including depreciation and interest); data processing equipment and support, transportation; fringe benefits; shall be appropriately allocated to applicable functions. The LMHA shall maintain time sheets detailing the amount of time spent in each function and program or other comparable documentation supporting the allocation.

- b. **Administrative Costs:** The administrative costs of this Contract shall not exceed 25% of the program costs of this Contract in any given Contractor fiscal year.

SECTION B: BUDGET REQUIREMENTS

1. **ADJUSTMENTS TO CONTRACTOR'S BUDGET:** If this Contract requires a budget from the LMHA, the budget(s) attached to this Contract shall be the basis for DHS/DSAMH's payments to the LMHA. The LMHA shall not transfer budgeted funds from "Program Costs" (Category III in the DHS Budget form) to either "Administrative Costs" (Category I in the DHS Budget form) or "Capital Expenditures" (Category II in the DHS Budget form) without prior written approval by the DHS/DSAMH Financial Manager. Nor shall the LMHA transfer budgeted funds between Administrative Costs and Capital Expenditures without prior written approval by the DHS/DSAMH Financial Manager. The LMHA may, however, transfer funds from Administrative Costs or Capital Expenditures to Program Costs without prior approval. The LMHA may also transfer funds between subcategories within each major category without prior approval so long as there are no restrictions on expenditures within those subcategories.
2. **EXPENDITURES IN EXCESS OF THOSE BUDGETED:** DHS/DSAMH may consider any amounts in excess of the total amount budgeted in either Administrative Costs or Capital Expenditures to be questioned costs that will normally require the LMHA to refund such excesses to DHS/DSAMH. Amounts in excess of the total amount budgeted in Program Costs will not normally result in questioned costs unless DHS/DSAMH has placed restrictions on subcategories within this major category. When this Contract restricts expenditures within defined subcategories, DHS/DSAMH will consider any unapproved excesses to be a questioned cost.

SECTION C: CONTRACTOR'S COST ACCOUNTING SYSTEM

At a minimum, the LMHA's accounting system shall provide for a General Ledger and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, and allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor. The LMHA's accounting system shall also provide for the timely development of all necessary cost data in the form required by the Contract. If the LMHA must meet federal, State, or DHS reporting requirements, the LMHA's accounting system shall be capable of producing the information and documentation necessary to comply with those reporting requirements.

SECTION D: FINANCIAL REPORTING REQUIREMENTS

1. **DEFINITIONS:** The following definitions are provided for the LMHA's convenience and so that the LMHA may comply with its federal, State, and DHS financial reporting requirements:

- a. "CFR" means the Code of Federal Regulations
- b. "Federal Audit Clearinghouse" is as defined in 2 CFR § 200.36.
- c. "Federal Awards" is as defined in 2 CFR § 200.38.
- d. "Financial Reports" means audits, reviews, compilations, statements of functional expenses, balance sheets, income statements, statements of cash flow, or the preparer's notes to the financial reports, etc.
- e. "GAAP" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
- f. "GAAS" means Generally Accepted Auditing Standards, issued by the American Institute of Certified Public Accountants (AICPA).
- g. "GAS/GAGAS" means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
- h. "OMB" means the federal Executive Office of the President, Office of Management and Budget.
- i. "Pass-Through Entity" is as defined in 2 CFR § 200.74.
- j. "Questioned Costs" means costs that are questioned by the auditor because of audit findings, including but not limited to findings:
 - (1) which result from a violation or possible violation of a provision of law, statute, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including the terms and conditions of a federal award as well as funds used to match federal funds;
 - (2) where the costs, at the time of the audit, are not supported by adequate documentation; or
 - (3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
- k. "Subrecipient" is as defined in 2 CFR § 200.93.

1. **"Uniform Guidance"** means the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200 *et seq.*
2. **Type of Financial Report Required.** Whether or not the LMHA is required to obtain and submit an annual audit or other type of financial report is determined by the LMHA's entity type and the amount and source of its funds, revenues and/or expenditures during the LMHA's fiscal year.
3. **Type of Contractor.** If this Contract is funded in whole or in part with federal funds the LMHA may have federal reporting requirements if the LMHA meets the definition of a subrecipient. The LMHA: **Is** a Subrecipient under this Contract.
4. **Compliance with Applicable Federal and State Reporting Requirements.** The LMHA shall comply with all applicable federal and State laws, rules, and requirements regarding financial reporting as set forth in the:
 - a. Uniform Guidance, and
 - b. Utah Code § 51-2a-101 *et seq.*

A summary of Federal and State reporting requirements is provided in Table 1 below.

5. **Compliance with Reporting Requirements to DHS.**
 - a. The LMHA shall comply with all applicable financial reporting requirements to DHS as set forth in Table 2 below.
 - b. **Extensions:** If the LMHA needs an extension to submit required reports to DHS, the LMHA shall submit a written request to the Bureau of Contract Management (BCM) Rate Manager at: dhsfinancialreports@utah.gov

Requests for extensions shall include the following information:

- (1) The length of time for which the extension is requested;
- (2) The LMHA's justification for the requested extension; and
- (3) The name, phone number, and email address of the person requesting the extension.

Extensions shall be granted at the sole discretion of the BCM Rate Manager.

Table 1: Summary of Federal and State Annual Financial Reporting Requirements

<p>Federal Reporting Requirements <i>Per 2 CFR Part 200 (OMB Uniform Guidance)</i></p>	<p>Utah State Reporting Requirements <i>Per Utah Code § 51-2a-201</i></p>	<p>Utah State Reporting Requirements <i>Per Utah Code § 51-2a-201.5</i></p>
<p>TYPE OF ENTITY Non-Federal Entities</p>	<p>TYPE OF ENTITY Local Government Entities</p>	<p>TYPE OF ENTITY Non-Profit Corporations with Revenues or Expenditures of MORE than \$25,000 in Federal Pass Through, State, or Local Funds as Defined in § 51-2a-201.5</p>
<p>TYPE OF FINANCIAL REPORT REQUIRED</p> <p>1. If \$750,000 or more in federal awards is expended, a Single or Program Specific Audit using GAGAS standards and prepared in accordance with the requirements of OMB Uniform Guidance is required, including:</p> <p>a. The <u>data collection form</u> described in § 200.512.</p> <p>b. The <u>Reporting Package</u> described in § 200.512 including:</p> <p>(1) Financial statements and schedule of expenditures of federal awards;</p> <p>(2) A summary schedule of prior audit findings;</p> <p>(3) The auditor's report(s); and</p> <p>(4) A <u>corrective action plan</u> for any current year audit findings.</p> <p>c. Any <u>Management Letter(s)</u> issued by the auditor.</p>	<p>TYPE OF FINANCIAL REPORT REQUIRED</p> <p>The reporting requirements for entities in this category may be found on the Utah State Auditor's website at: auditor.utah.gov</p> <p>Reporting requirements depend on the entity's total annual revenues or expenditures which are tiered as follows:</p>	<p>TYPE OF FINANCIAL REPORT REQUIRED</p> <p>The reporting requirements for entities in this category may be found on the Utah State Auditor's website at: auditor.utah.gov</p> <p>Reporting requirements depend on the entity's total annual revenues or expenditures which are tiered as follows:</p>
<p>2. If less than \$750,000 in federal awards is expended, no audit is required, <i>except as noted in § 200.503</i>, but records must be available for review or audit.</p>	<p>1. Revenues or expenditures greater than \$750,000.</p> <p>2. Revenues or expenditures between \$350,000 and \$750,000.</p> <p>3. Revenues or expenditures less than \$350,000.</p>	<p>1. Revenues or expenditures are \$750,000 or more.</p> <p>2. Revenues or expenditures are less than \$750,000 but at least \$350,000.</p> <p>3. Revenues or expenditures are less than \$350,000 but at least \$100,000.</p> <p>4. Revenues or expenditures are less than \$100,000 but greater than \$25,000.</p>
<p>SUBMISSION REQUIREMENTS</p> <p>Reports shall be submitted to the Federal Audit Clearinghouse within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.</p>	<p>SUBMISSION REQUIREMENTS</p> <p>Reports shall be submitted to the State Auditor within 180 days after the Contractor's fiscal year end.</p>	<p>SUBMISSION REQUIREMENTS</p> <p>Reports shall be submitted to the State Auditor within six months after the Contractor's fiscal year end.</p>
<p>Disclaimer: The information provided in this Table is summary information only. Any discrepancies between the requirements in this Table and the requirements in federal or state law or rule shall be resolved in favor of the requirements in the applicable law or rule. The Contractor is advised to review the applicable law and rules or seek professional advice to determine whether it is subject to federal and/or Utah State financial reporting requirements and if so, the type of report(s) required for compliance.</p>		

Table 2: Annual Financial Reporting Requirements to DHS

TYPE OF ENTITY			
Entities with Federal Reporting Requirements Pursuant to the OMB Uniform Guidance	Government Entities with Utah State Reporting Requirements Pursuant to Utah Code § 51-2a-201	Nonprofit Corporations Subject to Utah Code § 51-2a-201.5	All Entities Receiving Pass Through Money as Defined in Utah Code § 63J-1-220
No additional requirements for DHS	No additional requirements for DHS.	<p>Annually Disclose to DHS:</p> <ol style="list-style-type: none"> Whether the nonprofit met or exceeded the dollar amounts listed in § 51-2a-201.5(2) in the previous fiscal year of the nonprofit; and Whether the nonprofit anticipates meeting or exceeding the dollar amounts listed in § 51-2a-201.5(2) in the fiscal year the money is disbursed. 	<p>Annually Provide to DHS:</p> <ol style="list-style-type: none"> A written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and A final written itemized report when all the state money is spent.
<p>All Entities that DO NOT have Federal or State Reporting Requirements Pursuant to Table 1</p> <p>If \$750,000 or MORE is received from DHS in the Contractor's fiscal year: A CPA Audit performed in accordance with GAGAS is required, including The auditor's Management Letter, if the audit report disclosed any audit findings. If LESS THAN \$750,000 but at least \$500,000 OR MORE is received from DHS during the Contractor's fiscal year: A CPA Review is required. If LESS THAN \$250,000 but \$500,000 OR MORE is received from DHS during the Contractor's fiscal year: A CPA Compilation is required. If LESS THAN \$250,000 is received from DHS during the Contractor's fiscal year: No report to DHS is required.</p>	<p>SUBMISSION REQUIREMENTS</p> <p>Reports shall be submitted within six (6) months after the end of Contractor's fiscal year to:</p> <p>dhsfinancialreports@utah.gov OR Department of Human Services Bureau of Contract Management Attention: Rate Manager 195 N. 1950 W., 4th Floor Salt Lake City, UT 84116</p>		

PART V: COMMONLY APPLICABLE LAWS

SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

The LMHA is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

The LMHA is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the LMHA receives state or federal funds pursuant to this Contract, certain state and federal requirements also apply. The LMHA shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

DHS/DSAMH provides Table 3, "Federal and State Laws," as a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the LMHA understands that it is obligated to seek independent legal advice in these matters.

Table 3: FEDERAL AND STATE LAWS

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et seq.</i>	
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45 C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	

Description of Act	Applicable Federal Law	Applicable State Law
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522	45 C.F.R. Part 84.53	
Public Health Service Act, Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i> (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Civil Rights Act		Utah Code § 13-7-1 <i>et seq.</i>
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Utah Clean Air Act		Utah Code § 26-38-1, <i>et seq.</i>
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et seq.</i>
Miscellaneous Laws		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; Exec. Order No. 12689	

Description of Act	Applicable Federal Law	Applicable State Law
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 <i>et. seq.</i>
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government	45 C.F.R. § 92.36	
Utah Human Services Code		Utah Code Title 62A

PART VI: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah and venue shall be in the Third District Court of Salt Lake County.

2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract.

3. **COPYRIGHT:**

Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the LMHA for DHS. If the Contractor develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the LMHA's performance, the LMHA may use those materials free of charge, and without obtaining prior permission.

The LMHA is not entitled to use information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, without the prior written approval of the DHS IRB.

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

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

IN WITNESS WHEREOF, the parties executed this Contract:

LMHA

By: Wade B. Bitner

Print name: WADE B. BITNER

Title/Position: COMMISSION CHAIRMAN
Tooele County Corporation

Date: 15 JULY 2015

DHS/DSAMH

By: Doug Thomas
Doug Thomas, Director

Division of Substance Abuse and Mental Health

Date: 7/28/15

RECEIVED AND PROCESSED

CONTRACT RECEIVED AND PROCESSED BY
DIVISION OF FINANCE

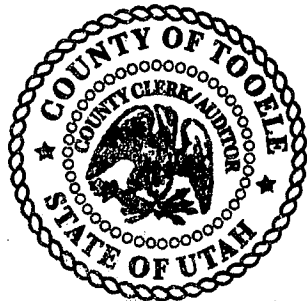
By: Sheri Witucki, Contract Analyst
State Division of Finance

Date: FEB 30 2015

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR

Log No. 31736



Contract No. _____