

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way hereinafter referred to as CONTRACTOR

II. **CONTRACT PERIOD:** July 1, 2024 thru June 31, 2025. This contract may be canceled by either party upon 30 days written notice.

III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.

IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

V. ATTACHMENTS

- A. Cost of Service
- B. CONTRACTOR'S responsibilities
- C. COUNTY'S responsibilities
- D. Budget

VI. POLICY(s):

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR:  _____
Administrator, Zions Way

Date 5/6/2024

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$ 40 . 00
Travel		
Mileage	1 mile	\$0 . 54
Staff	1/4 hour	\$10 . 00

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY RESPONSIBILITIES

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.