

**CONTRACT TO PURCHASE CASE MANAGEMENT  
AND HOME HEALTH SERVICES  
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort At Home Care, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: July 1, 2024 thru June 30, 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 20<sup>th</sup> 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 to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
  - B. CONTRACTOR'S Responsibilities
  - C. COUNTY'S Responsibilities
  - D. Budget Attachment
- 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:** Jana Bailey  
Administrator, Comfort At Home Care

Date 5/12/24

**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>
Skilled Nursing Service	1 visit	\$ N/A
Home Health/Personal Care Aide	1 hour	\$ 24.50
Homemaker	1 hour	\$ 24.50
Travel	Per mile	- \$ 1.00
	1/4 hour	\$ 6.13

## ATTACHMENT B

### CONTRACTOR

### RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG 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 the following services:
  - A. Skilled Nursing
  - B. Home Health Aide
  - C. Personal Care Aide
  - D. Homemaker
  - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this 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 five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- 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.
- IX. 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.

- X. 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.
- XI. 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.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. 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.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

*ATTACHMENT C*

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.