

## CAREGIVER RESPITE CARE SERVICES CONTRACT

This Caregiver Respite Care Services Contract (“Contract”) is entered into by and between San Juan County, a political subdivision of the State of Utah, located at P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and Comfort at Home Care, hereinafter referred to as the “CONTRACTOR.”

### I. CONTRACT TERM

This Contract shall commence on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract.

Either party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to failure to comply with applicable laws, licensing requirements, funding requirements, or material breach of contract obligations.

### II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County with intermittent and/or time-limited respite services for caregivers of adults suffering from chronic long-term illnesses or conditions where caregiving responsibilities create substantial stress and where other sources of informal relief are insufficient.

Services shall be provided in accordance with applicable federal and state laws, UCA R510-401 Utah Caregiver Support Program Administrative Rule, Division of Aging and Adult Services requirements, and COUNTY policies and procedures.

### III. PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates identified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit an itemized invoice to the COUNTY no later than the tenth (10th) day of the month following the month in which services were rendered.

Invoices for services provided during a fiscal year must be submitted no later than January 20 following the close of the prior calendar year. Invoices submitted after this deadline may be denied for payment unless otherwise approved by the COUNTY.

Payment is contingent upon:

- Availability of funds;
- Proper documentation;
- Compliance with program requirements; and
- Verification of authorized services.
- Nothing in this Contract shall obligate the COUNTY beyond available appropriated funding.

### IV. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Service
- Attachment B – CONTRACTOR Responsibilities
- Attachment C – COUNTY Responsibilities

#### V. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including but not limited to:

- UCA R510-401, Utah Caregiver Support Program Administrative Rule, as applicable;
- Health Insurance Portability and Accountability Act (HIPAA), where applicable;
- Utah Government Records Access and Management Act (GRAMA);
- Applicable labor, licensing, and employment laws; and
- All Division of Aging and Adult Services program requirements.

#### VI. INSURANCE

The CONTRACTOR shall maintain insurance coverage during the term of this Contract, including:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- Automobile Liability Insurance with minimum combined single limits of \$1,000,000;
- Workers Compensation Insurance as required by Utah law; and
- Any additional insurance required by applicable law or licensing requirements.
- Upon request, the CONTRACTOR shall provide proof of insurance to the COUNTY.

#### VIII. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all client, medical, financial, and personally identifiable information obtained through performance of this Contract.

The CONTRACTOR shall comply with all applicable confidentiality laws and regulations, including HIPAA where applicable.

Records shall only be disclosed as authorized by law or as necessary for monitoring, auditing, or administration of the program by authorized county, state, or federal officials.

#### IX. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, service, and program records necessary for accountability and reporting requirements.

Records shall be retained for a minimum of five (5) years following final payment under this Contract, or until all audits, claims, litigation, or administrative actions are resolved, whichever occurs later.

#### X. INDEMNIFICATION

To the extent permitted by Utah law, the CONTRACTOR shall be responsible for claims, damages, losses, or expenses arising from the negligent acts, errors, or omissions of the CONTRACTOR, its employees, agents, or subcontractors in the performance of this Contract.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities afforded to the COUNTY under the Utah Governmental Immunity Act, Utah Code Title 63G, Chapter 7.

#### XI. MONITORING AND AUDITS

The CONTRACTOR shall permit authorized county, state, and federal representatives reasonable access to facilities, records, and program documentation for purposes of monitoring, auditing, compliance review, and investigation of complaints.

#### XII. NONDISCRIMINATION

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status, or any other protected classification under applicable law.

#### XIII. AMENDMENTS

This Contract may only be modified or amended in writing and signed by authorized representatives of both parties.

Policy changes affecting this Contract shall become effective no sooner than ninety (90) days following adoption unless otherwise agreed to in writing by both parties.

#### XIV. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements relating to the subject matter herein.

#### XV. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Utah. Venue for any legal action arising from this Contract shall be in the appropriate court located in the State of Utah.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Jana Bailey  
Administrator, Comfort at Home Care  
Date: 5/21/26

COUNTY

\_\_\_\_\_  
Chair, San Juan County Commission

Date: \_\_\_\_\_

\_\_\_\_\_  
San Juan County Area Agency on Aging

Date: \_\_\_\_\_

ATTACHMENT A

COST OF SERVICE

Service	Unit	Rate
Respite Service	1 Hour	\$22.58
Milcage	1 Mile	\$ N/A
Staff Travel Time	15 Minutes	\$ N/A

ATTACHMENT B  
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

1. Comply with all applicable federal, state, and local laws, regulations, and program requirements related to caregiver respite services.
2. Provide caregiver respite services and related information and assistance to eligible clients.
3. Recruit, hire, train, supervise, and maintain qualified staff necessary to provide services under this Contract.
4. Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
5. Maintain confidentiality of client records and information in accordance with applicable laws and regulations.
6. Maintain accurate fiscal and program records related to services provided under this Contract.
7. Retain records in accordance with the record retention requirements contained herein.
8. Notify the COUNTY of protective service concerns or issues affecting client health or safety.
9. Submit timely and accurate invoices and supporting documentation.
10. Attend required training provided by the COUNTY or the Utah Division of Aging and Adult Services, when applicable.
11. Cooperate with COUNTY monitoring, audits, and program evaluations.
12. Maintain required insurance coverage throughout the duration of this Contract.

ATTACHMENT C  
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

1. Conduct eligibility determinations and assessments for caregiver respite program participants in accordance with applicable policies and procedures.
2. Provide referrals to the CONTRACTOR for authorized services.
3. Maintain fiscal accountability and audit documentation related to program administration.
4. Conduct periodic monitoring and evaluation of CONTRACTOR performance and compliance.
5. Provide technical assistance and program guidance as appropriate.
6. Conduct ongoing program evaluation and maintain required reporting documentation.
7. Assist applicants or recipients with fair hearing procedures related to service delivery concerns or appeals.
8. Provide overall program administration and development consistent with applicable funding and program requirements.