

CONTRACT TO PURCHASE  
HOME HEALTH SERVICES  
(Home and Community Based Alternatives Program – HCBA)

This Contract is entered into by and between San Juan County, State of Utah, 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. TERM OF CONTRACT**

This Contract shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract.

Either party may terminate this Contract 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:

- Loss of required licensure or certification;
- Failure to maintain insurance coverage;
- Fraud, abuse, or misuse of funds;
- Breach of confidentiality requirements;
- Failure to comply with applicable federal, state, or local laws, regulations, or program requirements.

This Contract is contingent upon the availability of appropriated funds and continued program funding.

**II. PURPOSE OF CONTRACT**

The purpose of this Contract is to provide eligible residents of San Juan County who are at risk of nursing home placement with home and community-based services including:

- Skilled Nursing;
- Home Health Aide services;
- Personal Care services;
- Homemaker services; and
- Other approved supportive services as authorized by the COUNTY.

**III. METHOD OF PAYMENT**

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

The CONTRACTOR shall submit itemized invoices to the COUNTY no later than the 10th day of the month following the month in which services were provided.

Invoices for services provided during a calendar year must be submitted no later than January 20 of the following year. Invoices submitted after that date may be denied for payment.

Payment is subject to:

- Verification of services rendered;
- Availability of funding;
- Compliance with program requirements; and

- Submission of complete documentation.

#### IV. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee, agent, or representative of the COUNTY. Nothing in this Contract shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

The CONTRACTOR shall be solely responsible for payment of wages, taxes, insurance, benefits, and all other obligations relating to its employees and subcontractors.

#### V. COMPLIANCE WITH LAW

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

- The Older Americans Act;
- Medicaid and HCBS requirements;
- Utah Administrative Code R510-401, where applicable;
- HIPAA privacy and confidentiality requirements;
- Civil Rights laws and nondiscrimination requirements; and
- All applicable licensing and certification standards.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities provided to the COUNTY under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

#### VI. CONFIDENTIALITY

The CONTRACTOR shall maintain all client, medical, financial, and program records in strict confidence and shall comply with all applicable federal and state confidentiality and privacy laws, including HIPAA requirements.

Records shall only be disclosed as authorized by law or as necessary for monitoring, audit, or program administration purposes.

#### VII. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, programmatic, and client records necessary for reporting, audit, and accountability purposes for a minimum of five (5) years after final payment under this Contract, or longer if required by federal or state law, audit requirements, litigation holds, or Medicaid requirements.

The COUNTY, State of Utah, and authorized federal agencies shall have access to such records for monitoring, auditing, and compliance review purposes.

#### VIII. INSURANCE

The CONTRACTOR shall maintain throughout the term of this Contract:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence;
- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit;

- Workers Compensation Insurance as required by Utah law.  
Proof of insurance shall be provided to the COUNTY upon request.

**IX. INDEMNIFICATION**

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of the acts, omissions, negligence, or misconduct of the CONTRACTOR, its employees, agents, or subcontractors in connection with this Contract.

**X. ATTACHMENTS**

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Services
- Attachment B – Contractor Responsibilities
- Attachment C – County Responsibilities

**XI. POLICY CHANGES**

Changes to policies or procedures affecting this Contract shall become effective no later than ninety (90) days after adoption unless otherwise agreed to in writing by both parties.

**SIGNATURES**

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

**CONTRACTOR**

  
Administrator, Comfort at Home Care

Date: 5/21/20

**COUNTY**

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

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

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

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

ATTACHMENT A

COST OF SERVICES

Service	Unit	Fee
Skilled Nursing Service	Per Visit	\$N/A
Home Health/Personal Care Aide	Per Hour	\$N/A
Homemaker Services	Per Hour	\$24.50
Travel	Per Mile	\$N/A
Additional Time	Per 1/4 Hour	\$N/A

ATTACHMENT B

## CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with all applicable federal, state, and local laws, regulations, and program requirements governing HCBS, Medicaid, aging services, and related programs.
- Provide the following authorized services:
  - Skilled Nursing;
  - Home Health Aide;
  - Personal Care;
  - Homemaker Services; and
  - Other approved supportive services.
- Recruit, hire, train, supervise, and maintain qualified personnel.
- Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
- Maintain confidentiality of all client and program records in accordance with applicable law.
- Maintain fiscal and program records necessary for accountability, reporting, audit, and compliance purposes.
- Permit COUNTY, state, and federal representatives to conduct monitoring visits and program reviews.
- Notify the COUNTY of any suspected abuse, neglect, exploitation, or protective service concerns involving clients.
- Submit accurate and timely billing documentation.
- Participate in training as required by the COUNTY or the Utah Division of Aging and Adult Services.
- Maintain insurance coverage as required under this Contract.
- Ensure all services are delivered in a safe, professional, and nondiscriminatory manner.

ATTACHMENT C  
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- Conduct eligibility determinations and assessments in accordance with program requirements.
- Provide referrals for authorized services.
- Maintain fiscal oversight and audit tracking.
- Assist applicants and recipients with fair hearing procedures when applicable.
- Conduct periodic monitoring and contract compliance reviews.
- Provide program development, technical assistance, and support.
- Conduct ongoing program evaluation activities.
- Authorize services and approved waivers for eligible clients with extenuating circumstances.
- Maintain inventory records for equipment purchased with program funds.
- Coordinate access to approved equipment and resources for eligible clients on a case-by-case basis.