

## DISTRICT VI-C, GRAND COUNTY AREA AGENCY ON AGING

July 1, 2022– June 30, 2023

### Contracting Parties:

This agreement is between the Southeastern Utah Association of Local Governments; Area Agency on Aging Program, herein referred to as "Area Agency", and Grand County.

### Term of Contract:

This contract shall be effective July 1, 2022 or the date approved by the Area Agency, and shall terminate on June 30, 2023 unless terminated sooner in accordance with the terms and conditions of this contract.

### Purpose:

To receive, investigate, and resolve complaints made by or on behalf of residents of long-term care facilities. To provide community education regarding long-term care. To facilitate the use of volunteers and to represent the interests of long-term care facility residents.

### Documents Incorporated into this Contract by Reference but not Attached Hereto:

- a. All documents specified in any attachment to this contract.
- b. All other governmental laws, regulations, or actions applicable to services provided herein.
- c. Older Americans Act of 1965 as amended, Title VII-B.
- d. Long-Term Care Ombudsman Program Policy, 1993.
- e. Department of Social Services Cost Principles.
- f. Department of Social Services Code of Conduct.

## GENERAL PROVISIONS

### Area Agency agrees to:

1. Reimburse Grand County not more than \$1,000.00 during the contract term, said \$1,000.00 being subject to final disposition of funding by AOA, and State Division of Aging. Reimbursement will be processed in the normal course of business upon receipt of detailed claims from Grand County for expenditures made in accordance with the contract. No more than 1/2 of the total contract amount may be requested each month.
2. Consult with Grand County and monitor services provided herein on an ongoing basis.
3. Reimburse Grand County for reasonable costs, including travel and training for the LTC Ombudsman, and backup. These amounts shall be subject to the limitation contained in paragraph No. 1 above, and the terms following immediately hereafter.

### Active Re-Entry agrees to:

1. Provide the Area Agency with LTC Ombudsman services in Grand County. This to include detailed reporting of expenditures to accompany reimbursement claims.
2. Provide LTC Ombudsman services including complaint intake and investigation of complaints, complaint resolution made by or on behalf of residents of long-term care facilities.
3. Provide Community education regarding long-term care. To facilitate the use of volunteers and to represent the interests of long-term care facility residents.
4. Grand County to provide written reports on all aspects of the LTC Ombudsman activities undertaken by staff to the State LTC Ombudsman. These reports to be identified by the State Ombudsman.
5. Grand County to maintain confidential client case files on the project which indicate clients served, complaints and disposition, or resolution, clients needing service, expenditures for purposes of the contract, and other pertinent information as indicated by the State Ombudsman. These files will be available for audit and inspection, by those authorized to perform same, at all times.
6. Grand County agrees to provide at the end of the program year a Program Progress report to be submitted to the Division of Aging. This reporting instrument to be identified by the State LTC Ombudsman.
7. Grand County agrees to abide by all provisions of the Provider Code of Conduct of the Utah Department of Human Services.
8. Grand County agrees to provide the Southeastern Utah Association of Local Governments: Area Agency on Aging a copy of their independent auditor report for the reporting period just ended. This report to conform to all Federal Fiscal Auditing requirements.

It is mutually agreed that:

1. All information regarding recipients of services under this contract shall be confidential, except as otherwise provided herein. Publication of any information that would identify a particular recipient of service is prohibited.
2. Any funds remaining after final reimbursement and accounting shall be the sole property of the Area Agency.
3. This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may be altered, changed, or redrafted by mutual agreement of Area Agency and Grand County, provided however, that alterations or changes shall not become effective and enforceable until such alterations or changes are reduced to writing and signed by the respective parties.
4. Grand County is an independent contractor and does not assume the rights, responsibilities or duties of an Area Agency employee. The Area Agency has no responsibility for claims arising from the performance by Grand County of the terms of this contract.
5. Grand County agrees to abide by all federal statutes and regulations regarding the performance of this contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated there under. Area Agency agrees to abide by same.

CONTRACTOR

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Geri Gamber, Executive Director  
Southeastern Utah Association of Local Governments

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Shawna Horrocks, AAA Director  
Southeastern Utah Area Agency on Aging

In the County of Carbon, State of Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me the undersigned notary, personally appeared GERI GAMBER AND SHAWNA HORROCKS who are personally known by me or who proved to me their identities through documentary evidence to be the person(s) whose name(s) are/is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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Notary Public

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Jacques Hadler  
County Commissioner

In the County of Carbon, State of Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me the undersigned notary, personally appeared Jacques Hadler who is personally known by me or who proved to me her identity through documentary evidence to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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Notary Public