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TOOELE COUNTY CORPORATION
CONTRACT # 11-11-04

LONG-TERM CARE OMBUDSMAN SERVICE AGREEMENT

by and between

SALT LAKE COUNTY
For its Aging Services Division

and

TOOELE COUNTY

THIS AGREEMENT is entered into by and between Salt Lake County, a body corporate and politic of the State of Utah, for its Department of Human Services, Aging Services Division, hereinafter referred to as "Aging," and Tooele county, a body corporate and politic of the State of Utah, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the County is desirous of contracting with Aging for the performance of Long-Term Care Ombudsman Services within its boundaries; and

WHEREAS, it is anticipated that the services provided will be compensated by the County on a cost basis as hereinafter set forth, and that the parties have determined and agreed that said amount is a reasonable, fair and adequate compensation for the providing of such services; and

WHEREAS, the parties are local government units and are therefore authorized under the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-101 et seq., to enter into agreements with each other which enable them to make the most efficient use of their powers.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties hereto agree as follows:

I. Scope of Services.

a. Aging agrees to provide County with Long-Term Care

Ombudsman Services in compliance with the Long-Term Care Ombudsman Program described

in Utah Code Ann. § 62A-3-201 et seq., and the regulations promulgated there under as set forth in the Utah Administrative Code, R510-200, attached hereto as Attachment II, and incorporated herein as if set in this contract, as follows:

1. Ombudsman services to the County, including a minimum monthly visit by an Ombudsman to all long term care facilities located in Tooele County;
2. Intake and investigation of complaints, together with complaint resolution made on behalf of residents of long-term care facilities in Tooele County;
3. Attendance at State of Utah Department of Health survey exit meetings for long-term care facilities in Tooele county;
4. Assistance and training to nursing home staff, residents, senior councils, as well as presentations to medical professionals, as needed. In providing these services, the Long-Term Ombudsman shall facilitate, the use of volunteers to represent the interests of long-term care facility residents to the extent possible;
5. Written reports on all aspects of Long-Term Care Ombudsman program; for the State of Utah, in the form specified by the State Ombudsman;
6. Maintenance of confidential client files on the program indicating, among other things, clients served, complaints and disposition or resolution of complaints, clients needing service, all expenditures under the contract, and other pertinent information as may be required by the State Ombudsman. All files will be available for audit and inspection as required by State and Federal law;
7. A quarterly program progress report to the Tooele Council on Aging; and
8. An annual Long-Term Care Ombudsman report to the State of Utah, in the form specified by the State Ombudsman.

b. County agrees to:

1. Reimburse Salt Lake County \$614.00 per month, not to exceed \$ 7,370 total for the year per Attachment I. Attachment I is incorporated herein as if set forth in full. Said

sum of \$7,370 total shall be the amount approved for funding by the Utah State Division of Aging and Adult Services. Payments will be made monthly to Aging within thirty (30) days following receipt of a detailed invoice from Aging;

2. Consult with Aging and monitor all services provided on an ongoing basis;

and

3. Reimburse Aging for all reasonable costs, including travel and training for the Long-Term Care Ombudsman and back up Ombudsman. Total reimbursement shall be subject to not exceed amount set forth in paragraph 2.A. above.

c. It is mutually agreed by the parties that:

1. All provisions of the Provider Code of Conduct of the Utah Department of Human Services shall be applicable at all times hereunder;

II. All information regarding recipients of services shall be confidential and publications of any information that would identify a particular recipient of services is prohibited, absent specific written consent from the person whose identity would be disclosed or authorized legal guardian, or as otherwise provided by Utah Code Ann. § 62A -3-207;

III. Any funds remaining after reimbursement of Aging for all costs and expenses incurred shall be the sole property of Tooele County;

IV. This agreement may be terminated upon thirty (30) days written notice by either party;

5. This agreement may be altered, changed or redrafted, by mutual agreement of the parties, provided, however, that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto;

6. The rendition of services, the standards of performance, the supervision of Aging employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in Aging;

7. All persons employed in the performance of such services and functions pursuant to this agreement for County shall be Aging employees, and no County employees shall

be considered an employee of Aging;

8. Both parties are government entities under the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. § 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act, nor does either party wave any statutory limitations of liability contained in the Act;

9. Both parties shall be bound by the Older Americans Act and regulations promulgated thereunder;

10. Neither party intends for this agreement to establish an interlocal entity;

Any equipment purchased by Aging with funds provided by this agreement shall remain the property of Aging;

No separate entity is created by this agreement; however, to the extent that any administration of this agreement becomes necessary, the Director of Salt Lake County's Aging Services and the Director of Tooele County's Aging and Adult Services, or their designees, shall constitute a joint board for such purposes.

II. Duration of Agreement

This Agreement shall be effective July 1, 2011, and shall continue through June 30, 2012.

In no event shall this agreement last longer than fifty years.

In witness whereof, the parties have executed this agreement this 1st
day of November, 2011.

TOOELE COUNTY:

Colleen Johnson
Board of County Commissioners, Chair



Marilyn K. Hallett
Tooele County Clerk

ATTACHMENT I

BUDGET
Fiscal Year 2012
(07/01/11-06/30/12)

PERSONNEL COSTS

SALARIES	\$5,970
FRINGE BENEFITS	<u>\$1,400</u>
TOTAL PERSONNEL	\$7,370