



Tooele County Council Agenda Item Summary

Department Making Request:

Human Services

Meeting Date:

June 7, 2022 - Ratification

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: 06-30-2023

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$23,535.00

Item Title: Case Mgmt & Meal Service Elderly (Division of Aging) - Human Services

Please answer the who? what? when? why?

Human Services manages the following Memorandum of Understanding (MOU) on behalf of Tooele County with the Division of Aging. They are one-year agreements requiring a county match that is built into the totals. This is for the Division of Aging & Adult Services (DAAS) to carry out said case management & meal services for the elderly.

List who needs copies when approved: Gary Dalton, Clerk's Office

**Memorandum of Understanding
Between
Tooele County Human Services
And The
Division of Aging and Adult Services**

WHEREAS Tooele County through its Department of Human Services (DHS hereafter) is desirous of engaging in the provision of case management services and both congregate and individual meal services for qualifying elderly recipients; and

WHEREAS Tooele County has received Social Services Block Grant (SSBG) funds for said purposes; and

WHEREAS the Division of Aging and Adult Services (DAAS hereafter) is willing and able to carry out said case management and meal services for the elderly,

NOW THEREFORE the Parties to this agreement now hereby agree and stipulate as follows:

1. For the period of July 1, 2022 through June 30, 2023, the DAAS will provide case management and/or meal services to qualified elderly recipients of Tooele County through its Division programs.
2. DAAS will maintain a reporting system for the collection of data detailing the number of clients served, client demographics, and what services were offered, and any outcomes achieved. This program report will be generated by June 15, 2023 and provided to DHS.
3. DHS will provide the DAAS \$23,535 (\$17,651.25 in SSBG State funds and \$5,883.75 in County SSBG Match funds) for the conduct of DAAS program business and activity expenses for FY23. Funds may be used for current expenses, staffing, and meal preparation/services in support of this memorandum. Billing invoices may not exceed \$23,535 in total and will be submitted to DHS annually by June 15, 2023.
4. DHS will provide an annual site visit to the DAAS to review program and financial records. DHS may make unannounced visits to the program at DHS's discretion.
5. DAAS will maintain data in a manner that will protect the confidentiality of information and records pertaining to individuals receiving services.

6. Each party participating in this MOU agrees to defend, indemnify, and hold its other agencies or institutions participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying agency or institution and/or its officers, employees or agents. As government agencies the Parties expressly retain any defenses, privileges, immunities, rights, and/or limits of liability otherwise available under the Governmental Immunity Act, UTAH CODE ANN. 63G-7-101, et seq. (the "Immunity Act") and all other applicable laws.
7. The indemnity provisions shall survive the termination of this MOU or any related agreement and is in addition to any other rights or remedies that the Parties may have under law and/or otherwise.
8. The terms and provisions of this MOU may be amended and modified only by mutual written agreement of the parties and signed by each Participant's authorized signatory.
9. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the arrangements contemplated by it and that it has taken all actions necessary to authorize the execution, delivery, and performance of this MOU.
10. The parties shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to all parties as the result of any of the following: the legislature or the governor fail to appropriate funds sufficient to allow continued participation in the agreement; the funds are de-appropriated or not allocated; there is material alteration in the programs administered by any of the parties, or the duties of the parties changed by the legislature or the governor or the Tooele County Council are substantially modified.

[SIGNATURES ON THE FOLLOWING PAGE]

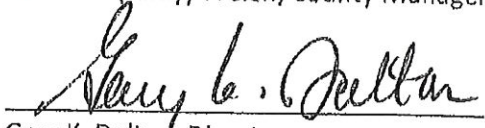
Page three, cont.
MOU--DAAS

IN WITNESS WHEREOF, the Parties hereto have caused the Memorandum of Understanding to be duly executed by their authorized representatives as of the day and year written below.

Tooele County



James A. (Andy) Welch, County Manager

Date: 6/18/22


Gary K. Dalton, Director
Department of Human Services

Date: 5/27/22

Approved As To Form:


Collin Winchester, Deputy County Attorney

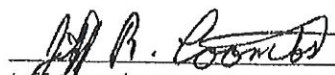
Date: 04/25/2022

Division of Aging and Adult Services


Jamie Zwerin, Director

Date: 4-29-2022

Tooele County Health Department


Jeff Coombs, Executive Director
Department of Health

Date: 4-29-22

cc: MOU-DAAS