



## UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

1836003  
Department Log Number

182700583  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County CSHCN Care Coordination Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to update Special Provisions to reflect revised responsibilities and reporting requirements; and reflect a change in bureau from Maternal and Child Health to Children with Special Health Care Needs.
4. **CHANGES TO CONTRACT:**
  1. Attachment B, effective 03-01-2021, is replacing Attachment B, which was effective 01-01-2019. Section III was updated to reflect current Sub-Recipient responsibilities, and Section VI was updated to reflect a change in reporting requirements. Section VIII was added which outlines dispute resolution.

All other conditions and terms in the original contract and previous amendments remain the same.
5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 03/01/2021
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

**Contract with Utah Department of Health and San Juan County, Log # 1836003**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Kenneth Maryboy                      Date  
County Commission Chair

By: \_\_\_\_\_  
Shari A. Watkins, C.P.A.                      Date  
Director, Office Fiscal Operations

**Attachment B**  
**Special Provisions**  
**Children with Special Health Care Needs Care Coordination**

**I. DEFINITIONS**

- A. "CaduRx means the electronic medical record used documenting patient encounters, care coordination, and clinical services.
- B. "Care Coordination" means the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of health care and other supportive services.
- C. "Care Plan" means a patient-centered health record designed to facilitate communication among members of the care team, including the patient, and primary care and service providers.
- D. "Children and youth with special health care needs" means those children and youth who "have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally," as defined by the federal Maternal and Child Health Bureau.
- E. "Clinic" means direct care appointments coordinated by and hosted by the Sub-recipient. It also includes virtual or telehealth visits.
- F. "Department" means the Utah Department of Health, Bureau of Children with Special Health Care Needs, Integrated Services Program.
- G. "FFY" means Federal Fiscal Year.
- H. "Lending Library" means technology purchased through a CARES Act grant to promote telehealth services.
- I. "MCH Block Grant" means the Federal Title V Maternal and Child Health Block Grant.
- J. "MER" means the Monthly Expenditure Report.
- K. "PHI" means personal health information.
- L. "PII" means personally identifying information.
- M. "Service Provider" means agencies that provide educational, social, and other non-primary care services.
- N. "Sub-recipient" means the San Juan County Utah Local Health Department.
- O. "Technology" means hotspots and Chromebooks.
- P. "UCCCN" means the Utah Children's Care Coordination Network, a care coordination support, training, and information sharing network.

**II. PREVAILING PURPOSE**

- A. This contract between Department and Sub-recipient is intended to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within Sub-recipient's geographic service area.

**III. SUB-RECIPIENT RESPONSIBILITIES**

- A. Department Clinical Services Coordination. Sub-recipient shall:
  - 1. In consultation with Department staff, schedule eligible patients for clinical services within the Department provider's scheduled clinical availability and at times that are convenient for the family.
    - i. Clinical services are provided by the Department. A child must meet eligibility criteria in effect at the time of service;

2. Communicate with primary care and service providers within Sub-recipient area to educate them about clinical services offered and procedure to make referral to Department;
  3. Complete Department HIPAA training or Sub-recipient-provided training;
  4. Triage patient/family needs to determine scheduling of appropriate services;
  5. Schedule patient for clinical services within CaduRx;
  6. Send all application paperwork, including screening protocols, releases of information, and demographic forms to families and sure that all paperwork is completed before the scheduled clinical encounter;
  7. Ensure that pertinent medical, educational, and behavioral health records from outside primary care and service providers are acquired prior to a scheduled clinical encounter. Inform Department providers that records have been received;
  8. Provide and document within CaduRX reminder emails, text messages, and phone calls to families for scheduled appointments;
  9. Communicate, consult, and coordinate with Department providers and staff regarding patient scheduling;
  10. Coordinate telehealth visits by ensuring families have working access to internet, and computer, laptop, or cellular phone;
  11. Send telehealth clinic link to family via e-mail and arrange time to test connection with family;
    - i. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family; and
    - ii. Coordinate and manage Lending Library policy and procedures;
  12. Ensure that releases of personal information, medical records, and reports are current, accurate and documented in CaduRx;
  13. Coordinate post-visit to ensure follow-up instructions and recommendations for the patient are communicated to the care coordinator;
    - i. Aid family in completing immediate follow-up instructions and recommendations, and set appropriate date within Alerts in CaduRx to follow-up with family;
  14. Provide or send medical records to families, primary care provider, and other service providers per family-authorized request or release of information;
  15. Document all releases of records in patient record in CaduRx; and
  16. Act as point of contact for families who have questions for Department providers regarding their clinical evaluation;
- B. Care Coordination. Sub-recipient shall:
1. Receive referrals from families, primary care and service providers;
  2. Contact families to triage referral source concerns and family needs and concerns;
  3. Help families with urgent concerns that can be solved locally;
  4. Consult with Department, as needed, to provide support for issues for which there may not be a local solution;
  5. Convene coordination meetings with other local agencies to develop care plans with families and patients;
  6. Partner with families to create care plans to meet patient and family needs. Document care plans in CaduRx;
  7. Set alerts within CaduRx to follow-up with families on their care plans. Frequency of follow-up will be determined by acuity of the child's physical and behavioral health, parent or guardian capacity to follow through, and immediacy of need for supportive services;
    - i. Update care plans to include progress toward completing established goals, and set new goals with families;

8. Make or facilitate referrals to appropriate local and statewide community services including Department clinical encounters coordinated by the Sub-recipient, specialty clinics, behavioral health, early intervention, SSI/Social Security; Medicaid/CHIP, and the education system;
9. Coordinate telehealth with remote service providers by ensuring families have working access to internet, and computer, laptop, or cellular phone. Arrange a time to test technology and telehealth encounter link provided by remote service provider;
10. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family;
11. In conjunction with Utah's Title V Maternal and Child Health Block Grant National Performance Measures and goals for children with special health care needs:
  - i. Partner with local primary care providers to assist them in providing transition services within their own practices;
  - ii. Recruit youth and adolescents age 12-18, and their families for transition to adulthood coordination and planning services;
  - iii. Work with transition-age youth, adolescents, and their families to establish a transition plan. Document plan and follow-up in CaduRx;
  - iv. Survey families of youth and adolescents in transition to evaluate the transition planning process;
  - v. Document care coordination activities in CaduRx in support of the Medical Home;
  - vi. Encourage families to seek ongoing care for their children with special health care needs with a primary care provider in support of the Medical Home; and
    - (a) Refer families to local primary care providers and follow-up to ensure family is connected with provider.

C. Other Responsibilities. Sub-recipient shall:

1. Participate in Department quality improvement projects and reporting;
2. Participate in the Utah Children's Care Coordination Network monthly meetings via remote access technologies;
3. Participate in other trainings that contribute to greater understanding of care coordination, building community partnerships, working with families, insurance, public entitlements, and other social programs;
4. Aid Department in collection of data as per MCH guidelines;
5. Participate in initial and ongoing training offered by Department in CaduRx, care coordination, clinical coordination, special populations, public entitlements eligibility and enrollment, and other topics that enhance care coordination skills and abilities;
6. Communicate questions and concerns about patient scheduling, provider scheduling, policy and procedure, and care coordination to Department for timely resolution;
7. Participate in weekly Department team meetings; and
8. Comply with privacy and security requirements set forth in the attached Business Associates Agreement.

#### IV. DEPARTMENT TASKS

A. Department agrees to:

1. Establish a clinical schedule through which Department professional licensed staff may be readily available for patient assessment, evaluation, and diagnosis;
2. Promote the use of telehealth to provide direct clinical services to eligible patients and their families;
3. Provide a Department-approved telehealth platform for clinical assessment and care coordination purposes;

4. Provide ongoing training in principles and practices of care coordination, patient intake and triage, and appropriate referral, tracking, and follow-up methods;
5. Provide access to Department staff for ongoing project improvement, resolution of questions and concerns, and clarification of policy and procedure; and
6. Provide Technology to facilitate telehealth visits.

#### V. PAYMENTS

- A. Department agrees to pay Sub-recipient up to the maximum amount of the contract for expenditures made by Sub-recipient, directly related to the program as outlined in Sections II, III, and VI
- B. Funding for this contract is for five FFY, from November 1, 2017 through September 30, 2022.
- C. Department agrees to pay Sub-recipient on a quarterly basis from the MCH Block Grant.
- D. Department agrees to make first, second, and third quarter payments after the MER's for the first and second months of the previous quarter are received.
- E. Payment in the fourth quarter shall be adjusted to reflect actual expenditures reported by Sub-recipient, up to the maximum amount of the Contract.
- F. The maximum amount of the contract is \$496,671.00
  1. The estimated funding amount for FFY 2018 will be \$101,895.00.
  2. The estimated funding amount for FFY 2019 will be \$98,694.00.
  3. The estimated funding amount for FFY 2020 will be \$98,694.00.
  4. The estimated funding amount for FFY 2021 will be \$98,694.00.

#### VI. REPORTING REQUIREMENTS

- A. Sub-recipient shall submit quarterly reports to Department that include:
  1. Counts of unique children served;
  2. Description and type of outreach and educational activities provided to local and community organizations;
    - i. Including type and number of professionals, staff, and parents reached;
  3. A count of new referrals by referral source including referring organization name;
  4. Number of clinical encounters by specialist;
  5. Number of care coordination activities, including:
    - i. Intake/Triage/Initial assessments;
    - ii. Establishing a care plan with a patient and family;
    - iii. Follow-up activities with families who have an established care plan;
    - iv. Transition to adulthood assessment and care planning;
    - v. Referral to primary care to establish a medical home;
    - vi. Number of telehealth visits facilitated for patients; and
    - vii. Number of times and which Lending Library Technology were loaned to families for telehealth purposes.
- B. Quarterly reports are due on January 15, April 15, July 15, and October 15 each year of the contract.

#### VII. AMENDMENT

- A. This contract may be amended by the signed, written agreement of Sub-recipient and Department to add funding or reflect changes to the implementation of the contract's purpose.

#### VIII. DISPUTE RESOLUTION

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.