



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2216403

Department Log Number

222701625

State Contract Number

1. **CONTRACT NAME:** The name of this contract is FY2023 Nurse Home Visiting - San Juan County Health Department Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to update the special provisions, change the termination date, and add funding to the agreement.
4. **CHANGES TO CONTRACT:**

1. The contract termination date is being changed. The original contract termination date was 6/30/23. The contract period is being increased by one year. The new termination date is 06/30/24.

2. Attachment A, effective 07/01/23, is replacing Attachment A, which was effective 07/01/22.

3. The contract amount is being changed. The original amount was \$95,000. The funding amount will be increased by \$149,263 in state funds. New total funding is \$244,263.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2023.
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 & Human Services 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.
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Contract with Utah Department of Health & Human Services and San Juan County, Log # 2216403

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

**STATE NURSE HOME VISITING PROGRAM
ATTACHMENT B: SCOPE OF WORK**

Article 1
DEFINITIONS

1.1 In this contract, the following definitions apply:

“**ASQ-3**” means the Brookes Publishing Co. Ages and Stages Questionnaire.

“**ASQ Online**” means the Brookes Publishing Co. online interface for screening and assessment data.

“**ASQ-SE-2**” means the Brookes Publishing Co. Ages and Stages Questionnaire: Social-Emotional.

“**CAB**” means Community Advisory Board.

“**Contractor**” means San Juan County Health Department.

“**CQI**” means Continuous Quality Improvement.

“**Department**” means the Utah Department of Health and Human Services, Home Visiting Program.

“**EPDS**” means the Edinburgh Postnatal Depression Scale.

“**Families at Risk**” means clients who qualify for WIC, TANF, CHIP, or Medicaid.

“**FTE**” means Full-Time Equivalent, for staffing purposes.

“**Home Visiting Model**” means the Parents as Teachers evidence-based home visiting program.

“**HVP**” means the Home Visiting Program.

Article 2
PURPOSE

2.1 **Background:** This contract provides funding to the contractor with Home Visiting General State Funds. This work aligns with the Home Visiting Program’s Mission to support and strengthen a system of evidence-based home visiting that empowers and creates the opportunity for positive change in the lives of families in Utah. With this funding the Home Visiting Program supports service delivery with two evidence-based home visiting models, thus enabling service provision for more families across the State of Utah.

Article 3
POPULATION SERVED

3.1 **Eligible Clients.** Contractor shall ensure all home visits are provided exclusively to Families at Risk as defined by this contract, and that families receiving home visits:

(1) Are determined by the Contractor to be eligible for the Home Visiting Program; and

(2) Have an eligible child younger than age 5 years of age.

- 3.2 **Organizational Caseload Requirements.** The expected caseload for this contract period is 16 families, which reflects the requirement of 18 families per 1.0 FTE and 0.875 FTE home visitors. Maintenance of these numbers shall follow the guidelines on Caseload Standards in Article 5.2.

Article 4
STAFFING REQUIREMENTS

- 4.1 **Qualifications.** Contractor shall hire home visitors in alignment with qualifications required by the Home Visiting Model.

4.2 **Staffing.**

- (1) Contractor's implemented Home Visiting Model shall meet specified staffing requirements in accordance with Contractor's approved budget.
- (2) Contractor shall provide program management and staff support in accordance with the standards established by the Home Visiting Model. This shall include, but is not limited to, the following activities:
 - (A) Coordination, management, oversight, and supervision of the program,
 - (B) Improves staff performance, monitors program outcomes, and continuously improves the program, using data-driven approaches, and
 - (C) Provides appropriate staff supervision that incorporates reflective supervision practices per the Home Visiting Model requirements.
- (3) Contractor shall provide the Department with the name, email, and phone number of the following individuals who serve as points of contact for Contractor:
 - (A) Program supervisor, as described by the Home Visiting Model;
 - (B) Program administrator; and
 - (C) Financial officer.

4.3 **Turnover.**

- (1) Contractor shall conduct an exit interview of all staff leaving the Home Visiting Model to determine any patterns for staff departures. Any patterns identified shall be reported during each annual site visit conducted by the Department.
- (2) Contractor shall take immediate steps to refill staff positions as they are vacated.
- (3) Contractor shall maintain a written staffing contingency plan to ensure there is no disruption in services to program clients during a staff vacancy or absence.

- (4) Contractor shall notify the Department of each employee's separation within seventy-two (72) hours of the employee's departure. This includes Family Medical Leave Act periods taken by Contractor staff.
- (5) Contractor shall provide replacement staff information (including name, email, qualifications per model requirement, and phone contacts) to the Department within seventy-two (72) hours of the replacement's start date.

4.4 **Background Screening.** Contractor shall maintain background screening policies and implement background screening procedures for all employees and contractors who provide Home Visiting services to families or have access to confidential client information (such as personal identifying information, medical/clinical/counseling records, financial records, case information, etc.).

- (1) Background checks must be completed at minimum upon hiring. Rescreening must occur in accordance with Contractor's background screening policies.
- (2) Contractor's policies and procedures shall include a Utah Bureau of Criminal Identification Utah criminal background check and an FBI national criminal history check.
- (3) All expenses of background checks shall be incurred solely by Contractor and/or Contractor's employees.
- (4) Contractor shall maintain documentation of current background checks in accordance with the General Provisions of this contract.
- (5) Contractor shall provide verification of background check documentation to the Department upon request.

4.5 **Training Requirements.**

- (1) Contractor shall ensure that home visitors and supervisors participate in Infant and Early Childhood Mental Health consultation sessions throughout the contract year. At a minimum, home visiting supervisors shall participate in 2 sessions throughout the contract year.
- (2) Contractor shall ensure that each home visitor has access to necessary professional development to implement the home visiting model with fidelity, which includes:
 - (A) Model-specific training, and
 - (B) Relevant ongoing training to all staff.
- (3) Contractor's Program Supervisor and staff shall attend all training required by the Department, as requested.

- 4.6 **Vaccinations.** The Department recommends that the Contractor establishes vaccination requirements appropriate for service provision for the population served by the program, as listed in Article 3.

Article 5
SERVICE REQUIREMENTS

5.1 **General Service Requirements.**

- (1) Contractor shall implement the Home Visiting Model with fidelity to the design and standards established by the Home Visiting Model's national service office, including but not limited to the essential requirements set by the national service office.
- (2) Before implementing any adaptation or deviation from the program model, the Contractor shall obtain prior written approval from the Department and from the national service office.

5.2 **Caseload Standards.** Contractor shall meet the following caseload standards:

- (1) Home visitors who work 40 hours per week performing duties related to home visiting shall maintain a minimum caseload of 18 families.
- (2) Home visitors who work less than 40 hours per week performing duties related to home visiting shall maintain a prorated caseload of families based on the standard in Article 5.2.1.
- (3) New home visitors who work 40 hours per week performing duties related to home visiting and developing their knowledge and experience in the Home Visiting Model shall build up to a full caseload of families, based on the standards set in Article 5.2.1.
 - (A) Full caseload shall be obtained by the end of 10 months, beginning with the completion of model training.
 - (B) The expected caseload at 10 months is built on an expectation that new home visitors shall add two to three families to their caseload each month.
- (4) New home visitors who work less than 40 hours per week performing duties related to home visiting shall build a caseload of families at a prorated pace, based on the standards set in Article 5.2.1.
 - (A) Full caseload should be obtained by the end of 10 months, beginning with the completion of model training.

(B) The expected caseload at 10 months is built on an expectation that new home visitors shall add one family to their caseload each month.

5.3 **Visit Completion Rate.** Contractor's home visitors shall conduct home visits according to the schedule recommended by the Home Visiting Model.

- (1) Home visitors are expected to maintain an average "completed visit" percentage of 85%.
- (2) If a home visitor has a visit percentage below 60% for two consecutive months, the following shall occur:
 - (A) Contractor shall develop and address the underperformance in a "Corrective Action Plan," in collaboration with the Department, as outlined in Articles 6.9 and 7.10; and
 - (B) The Department shall reduce the salary and benefits reimbursement requests by Contractor for the underperforming employee for each month of underperformance, proportionate to the percentage that the average visit percentage falls under 60%. For example, if a home visitor's completed visits averaged 50% for three months, that employee's reimbursement will be reduced by 20% for three months using the following calculation: $(\frac{60-50}{60} = 0.20)$

5.4 **Waiting Lists.** Contractor shall develop a client waiting list once the program reaches full caseload capacity.

- (a) Contractor shall inform the Department when a waitlist has been developed.
- (b) Contractor shall fill program capacity vacancies from the waiting list within five (5) business days from the date a vacancy becomes available.
- (c) Eligibility should align with requirements in Article 3.

5.5 **Service Area.** Contractor shall implement and administer the Home Visiting Model to families located in San Juan County.

5.6 **Community Engagement and Collaboration.** Contractor shall facilitate community engagement and collaboration to strengthen the local early childhood system and provide a coordinated, integrated approach for families with young children. This includes, but is not limited to the following activities:

- (1) Establish and maintain a Community Advisory Board (CAB) that meets at least semi-annually. The following documentation must be provided to Department annually during site visits, as described in Article 6.8, for each CAB meeting:
 - (A) Attendance for each meeting;

(B) The agenda for each scheduled meeting; and

(C) The meeting minutes or notes from the meeting;

- (2) Maintain a referral network and track Contractor's referral information to actively recruit eligible clients to participate in Home Visiting Model;
- (3) Maintain communication and coordination between the Home Visiting Model and community resource providers, including health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social service agencies;
- (4) Facilitate effective coordination, referral, availability, and accessibility of community resources and services to clients enrolled in the Home Visiting Program; and
- (5) Work with local Baby Watch Early Intervention IDEA Part C entities through regular coordination meetings, referrals, and training for staff on each other's services.

5.7 **Screening and Assessments.** Standard screening and individualized assessments of clients to identify and prioritize Families at Risk and ensure that families are provided services appropriate to their needs. Screenings occur at intervals as required by the home visiting model. Screenings and assessments include, but are not limited to, the following:

- (1) ASQ-3, which must be administered according to the recommendations of the Home Visiting Model and entered into the Home Visiting Model's Database as well as the DHHS Brookes ASQ Online system;
- (2) ASQ-SE-2, which must be administered according to the recommendation of Home Visiting Model and entered into the Home Visiting Model's Database as well as the DHHS Brookes ASQ Online system; and
- (3) EPDS, which must be administered according to assessment instructions.

5.8 **Outreach, Intake, Enrollment, and Engagement.** Contractor shall plan and utilize outreach, intake, enrollment, and engagement processes for eligible families, including:

- (1) Developing consent procedures that inform families of the voluntary nature of the services;
- (2) Strategies to retain clients and families in the program and minimize attrition;
- (3) Strategies that appropriately meet the cultural, language, and other social needs of the Families at Risk targeted in the Contractor's service area; and

- (4) Procedures ensuring the Contractor does not enroll a recipient who is already receiving Home Visiting services through another agency or program.

5.9 Continuous Quality Improvement.

- (1) Contractor shall engage in CQI activities to improve programmatic outcomes, as facilitated by the Department.
- (2) Contractor shall designate one representative to serve on the statewide CQI workgroup, led by the Department. If a designated representative is not available, then an alternate shall attend the CQI workgroup.

5.10 Client Non-Engagement.

- (1) Contractor shall follow Home Visiting Model fidelity guidelines regarding client non-engagement.
- (2) Contractor shall automatically close a client's case file after ninety (90) days if the client does not participate in a home visit. Exceptions must be approved by the Department's Program Manager.

Article 6
ADMINISTRATIVE REQUIREMENTS

6.1 Policies & Procedures.

- (1) Contractor shall submit a policy and procedure manual during the annual site visit for approval by the Department.
- (2) Contractor shall submit any updated policies and procedures to Department during monthly monitoring calls.

6.2 Budget.

- (1) Contractor shall adhere to the Department-approved budget.
- (2) Contractor shall ensure expenditures do not exceed 10% of any approved budget category.
- (3) Contractor shall request prior approval from the Program Manager for budget changes.

6.3 State Supervisor Meetings.

- (1) Contractor's home visiting supervisor shall participate monthly in Department-hosted "HVP State Supervisory Monthly Meetings."

(2) If unavailable for the meeting, Contractor's supervisor/administrator shall send a representative to the meeting.

6.4 **Data Sharing and Confidentiality.** Contractor shall use data sharing and confidentiality forms provided by the Department and shall have all new clients sign the forms during the intake process.

6.5 **Record Retention.** Contractor shall maintain records of all signed confidentiality forms for 7 years.

6.6 **Record Keeping.** Contractor shall maintain individual records that conform with Home Visiting Model and Department requirements.

(1) All client data must be stored and maintained in the Home Visiting Model's database.

(2) Client data must be entered according to model requirements, within three (3) business days of each visit.

(3) Contractor must safeguard the confidentiality of the home visiting records and the privacy of all clients.

(4) Contractor's files shall be available for review by Department staff during the on-site audit inspections and at any other time upon request. Contractor shall maintain current files that include the following, at minimum:

(A) Complete background checks on home visiting staff;

(B) Documentation supporting all expense invoices submitted to Department for reimbursement;

(C) Documentation of staff training;

(D) Documentation of CAB Meetings;

(E) Policy and Procedure Updates;

(F) Waiting List;

(G) Documentation of Reflective Supervision;

(H) Documentation of Staff Meetings;

(I) Client Consents;

(J) Documentation of Recruitment Efforts;

(K) Community Agreements;

- (L) Engagement with local Baby Watch Early Intervention IDEA Part C entities through regular coordination meetings, referrals, and training;
- (M) Documentation of Liability Insurance; and
- (N) Documentation of compliance to the Federal Funding Accountability and Transparency Act.

6.7 Data Collection.

- (1) Data must be collected by the Contractor on demographics, service utilization, and select clinical indicators for all families enrolled in the program who receive services funded by the Contract. This data includes:
 - (A) Unduplicated Count of Program Participants;
 - (B) Unduplicated Count of Households Served;
 - (C) Adult Participants by Age;
 - (D) Index Children by Age;
 - (E) Participant Ethnicity;
 - (F) Participant Race;
 - (G) Adult Martial Status;
 - (H) Adult Participant Educational Attainment;
 - (I) Adult Participant Educational Status;
 - (J) Adult Participant Employment Status;
 - (K) Adult Participant Housing Status;
 - (L) Primary Language Spoken;
 - (M) Documentation of family's "at risk" status;
 - (N) Population Characteristics:
 - (i) Low Income
 - (ii) Pregnant
 - (iii) A child with developmental delays or disability

- (O) Number of Home Visits Completed;
 - (P) Program Status; and
 - (Q) Number of Home Visitors.
- (2) Data must be collected by Contractor on performance measures for all families enrolled in the program, who receive services funded by the Contract, including:
- (A) Depression Screening;
 - (B) Developmental Screening;
 - (C) Completed Depression Referral; and
 - (D) Completed Developmental Referral.
- (3) Contractor shall participate with the Department in data collection and analysis using the following methods:
- (A) Utilization of necessary tools, methods, procedures, and technology for data collection and transmission;
 - (B) Attending Department-required training and meetings on data collection and analysis procedures;
 - (C) Ensuring all staff involved in the program are provided necessary training on data collection, transmission, privacy, and safety procedures;
 - (D) Complying with a data and safety monitoring plan, including privacy of data and administration procedures that do not place individuals at risk of harm; and
 - (E) Employing and training staff to appropriately:
 - (i) Identify required data elements;
 - (ii) Extract client-level, program-level, and quality assurance data; and
 - (iii) Monitor data quality at the agency level.

6.8 **Site Visits.** Department shall conduct at least one on-site monitoring visit per year to confirm compliance with the requirements of this contract.

- (1) The program supervisor, program administrator (when applicable), and financial officer shall be available during all site visits.

(2) The Department may conduct more frequent site visits when deemed necessary, such as if the program is under a Corrective Action Plan.

6.9 **Corrective Action Plans.** Contractor shall develop, in conjunction with Department, Corrective Action Plans with strategies and timelines for correcting and preventing any noncompliant elements identified by the Department.

6.10 **Prior Approvals.** Contractor must obtain prior written approval from the Department for:

(1) Expenditures that are not included in the budget;

(2) Out-of-state travel (e.g., conferences, trainings, in-services, registrations) that is not directly related to credentialing and accreditation by the evidence-based Home Visiting Model being implemented; and

(3) Budget changes in excess of 10% of the approved budget.

Article 7

DEPARTMENT RESPONSIBILITIES

7.1 **Documentation.** Department shall provide templates, tools, instruction, training, and technical assistance to enable the Contractor in preparing and submitting necessary data and reports.

7.2 **Consent Forms.** Department shall provide required disclosure consent forms to Contractor within 14 days of the contract being fully executed;

7.3 **Model Communication.** Department shall regularly communicate and coordinate with Contractor and the Home Visiting Model's national offices. This may include facilitating training, technical assistance, and execution of any required agreements needed to support the successful program planning and delivery and to meet program model and state requirements.

7.4 **State Supervisors Meetings.** Department shall provide notice for the supervisor meetings at least 30 days in advance via an email calendar invitation.

7.5 **Infant and Early Childhood Mental Health Consultation.** Department shall provide information on qualifying Infant and Early Childhood Mental Health Consultation sessions throughout the contract year.

7.6 **Performance Measurement and Data.** Department shall assist Contractor with reporting performance measures and construct data.

7.7 **Policy Interpretation.** Department shall provide interpretation and policy clarification of State of Utah statutory and programmatic requirements.

- 7.8 **Reporting Requirements.** Department shall provide reporting requirements in accordance with the performance measures for the Home Visiting Model and tools for monthly reviews.
- 7.9 **Performance Evaluation.** Department shall evaluate the performance of Contractor according to the terms of this Contract.
- 7.10 **Corrective Action Plans.** Department shall, as applicable, develop a Corrective Action Plan with strategies and timelines for correcting and preventing noncompliance identified by the Department.
- 7.11 **Documentation.** Department shall notify the Contractor in writing if any additional funds become available.

Article 8 OUTCOMES

- 8.1 **Outcomes.** The outcomes for this contract are as follows:
- (1) Screen and connect caregivers to services for postpartum depression when needed; and
 - (2) Screen and connect children to appropriate service for potential developmental delays.
- 8.2 **Performance Metrics.** Contractor shall report on the following performance metrics:
- (1) Depression screening and referrals:
 - (A) Number and percent of completed screenings for postpartum depression (EPDS) for eligible primary caregivers; and
 - (B) Number and percent of referrals for those with a positive depression screen to appropriate mental health services for eligible primary caregivers.
 - (2) Developmental screening and referrals:
 - (A) Number and percent of completed Ages and Stages Questionnaires, (ASQ-3 and ASQ SE-2) for eligible children;
 - (B) Number and percent of developmental referrals for eligible children whose screenings show a delay or concern on the ASQ-3 and ASQ SE-2; and

- (C) Number and percent of eligible children whose screenings show a delay or concern on the ASQ-3 and ASQ SE-2 who are referred to Early Intervention.

8.3 **Outcome Reporting.** Contractor shall report on these outcomes quarterly during the regularly scheduled monitoring calls/activities.

Article 9
BILLING REQUIREMENTS

9.1 **Reimbursement.** Department agrees to reimburse Contractor up to the maximum amount of the Contract for allowable expenditures directly related to the program made by Contractor according to the provisions of the Contract, including the Department-approved budget.

- (1) The maximum funding for the term of this contract is \$149,263
 - (A) Funding Source: State of Utah General Fund
 - (B) This contract may be amended to add additional funding.
 - (C) If the contract is not amended to add additional funding, the contract terminates on June 30, 2024.
- (2) Contract funding may only pay for costs expended during the effective term of the Contract.
- (3) Department agrees to reimburse Contractor employee salary and benefits expenses per month, according to the following standards:
 - (A) For each home visitor who works forty (40) hours per week performing State duties related to home visiting, Department agrees to reimburse Contractor 100% of the home visitor's monthly salary and benefit expenses, so long as the home visitor meets their caseload requirement and visit completion rate, according to the standard in Article 5.2 and Article 5.3;
 - (B) For each home visitor who works less than forty (40) hours per week performing State duties related to home visiting, Department agrees to reimburse Contractor according to the standard in Article 9.1.3.A in an amount prorated to the home visitor's actual hours worked, so long as the home visitor meets their prorated caseload requirement; and
 - (C) For each new home visitor working forty (40) hours per week performing State duties related to home visiting who has been employed less than 10 months from the date model training was completed, Department agrees to reimburse Contractor 100% of the home visitor's monthly salary and benefits, so long as the home visitor

meets their caseload requirement and visit completion rate, according to the standard in Article 5.2 and Article 5.3.

- (D) If the new home visitor employed for less than 10 months also works less than forty (40) hours per week, Department shall prorate reimbursement to Contractor for that new home visitor in proportion to their hours worked, as described by Article 9.1.3.B.
- (E) The Department shall not reimburse expenditures reported after the 25th of the following month in which the expenditures were made, unless arrangements are made with the Department in advance.
- (F) Contractor shall submit expenditures through June 30th of each year no later than July 10th.

9.2 **Invoicing.** Contractor shall submit invoices to the Department:

- (1) On the expense reimbursement form provided by the Department;
- (2) With scanned or electronic copies of documentation justifying the request; and
- (3) No later than the 25th of every month following the month in which the expenditures were made, unless other prior arrangements are made with the Department's Program Manager.