



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES GRANT AGREEMENT

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

251691745
DHHS Log Number

252701745
State Agreement ID

1. AGREEMENT NAME: The name of this agreement is Early Childhood Targeted Case Management-San Juan County.
2. PARTIES: This agreement is between the Utah Department of Health & Human Services (DHHS) and San Juan County (GRANTEE).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511
Vendor ID: 06866HL

Commodity Code: 94842 Health Care Management

MAILING ADDRESS

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

3. GENERAL PURPOSE OF AGREEMENT: This contract is to assist Medicaid eligible children in gaining access to needed medical, social, educational, or other services.
4. AGREEMENT PERIOD: The service period of this agreement is 07/01/2025 through 06/30/2030, unless terminated or extended by agreement in accordance with the terms and conditions of this agreement.
5. AGREEMENT AMOUNT: DHHS agrees to pay a maximum of \$68,000.00 in accordance with the provisions of this agreement.
6. AGREEMENT INQUIRIES: Inquiries regarding this agreement shall be directed to the following individuals:

GRANTEE CONTACT:

Mike Moulton
(435) 587-3838
mmoulton@sanjuancountyut.gov

DHHS CONTACT:

Kelly Garcia
(801) 538-6945
kgarcia@utah.gov

7. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

Attachment A: Attachment A

8. This agreement, 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 agreement.
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Agreement with Utah Department of Health & Human Services and San Juan County, Log # 251691745

IN WITNESS WHEREOF, the parties enter into this agreement.

San Juan County

Signature

Signed by: _____

Sylvia Stubbs
County Commission Chair

Date Signed: _____

ATTACHMENT A: SCOPE OF WORK

Early Childhood Targeted Case Management Services

Article 1 PURPOSE

- 1.1 **Purpose.** This contract is to assist Medicaid eligible children in gaining access to needed medical, social, educational, or other services.

Article 2 DEFINITIONS

- 2.1 **Definitions.** In this contract, the following definitions apply:

“**CMS**” means Centers for Medicare and Medicaid Services.

“**FFP**” means Federal Financial Participation which is a federal share of Medicaid payments authorized and directed under Section 1903(a) of the Social Security Act and are available for costs incurred to provide targeted case management and must be matched with non-federal funds.

“**State Fiscal Year**” means the 12 calendar months commencing on July 1 and ending on June 30.

“**State Match**” means funds provided by a state or its local governments to meet a required match for a federal grant.

“**TCM**” means Targeted Case Management services furnished to defined target groups or in any defined location without requirements related to statewide provision of services or comparability.

Article 3 CONTRACTOR REQUIREMENTS

- 3.1 **Activities.** The Contractor shall:

- (1) perform comprehensive initial assessments and periodical reassessments to determine the need for any medical, educational, or social services and who shall perform them;
- (2) perform outreach and referral service coordination and monitoring activities as necessary to ensure Medicaid eligible children receive timely and appropriate assessments and services to address any identified risk factors;
- (3) develop a care plan based on information collected through the assessment;
- (4) coordinate the delivery of services for the members, including Early and Periodic Screening, Diagnostic, and Treatment screenings and follow-up:
 - (A) identify and inform the parents or guardians of appropriate and available services;
 - (B) establish and maintain communication with the primary care provider as appropriate:
 - (i) assist with scheduling and maintaining appointments;
 - (C) ensure services are being furnished in accordance with the care plan;
 - (D) perform monitoring and follow-up activities to determine the appropriateness of the services;

- (E) explain the importance of a team-based health care delivery model, led by a health care provider to provide comprehensive and continuous medical care to patients with a goal to obtain maximal health outcomes for the child, also known as a medical home;
 - (F) visit the child's home when practical and necessary;
 - (G) assist in establishing and maintaining eligibility for social or educational entitlements other than Medicaid; and
 - (H) ensure that in the process of coordinating care, each Medicaid eligible child's privacy is protected in accordance with the privacy requirements in 45 C.F.R. parts 160 and 164, subparts A and E;
- (5) maintain case records and documentation;
- (A) retain all documentation/records related to administrative claims for a period of five years from the date of service and indefinitely if under review by CMS; and
 - (B) provide records and documentation when requested by DHHS;
- (6) if the Contractor develops operational documents including training manuals, surveys, brochures, information and referral guides or similar materials, or any other documents that in any way relate to Medicaid policy and procedures, including the interpretation of such policies and procedures, submit the documents to DHHS for review and approval prior to dissemination; and
- (7) notify DHHS of scheduled training sessions and provide the opportunity for participation, as appropriate, to ensure consistency.

Article 4 OUTCOMES

- 4.1 **Expected Outcome.** Through developing a plan of care and coordinating delivery of services, Medicaid-eligible children will receive quality and appropriate services.
- 4.2 **Outcome Measurement.** The outcomes will be measured through maintaining appropriate and necessary documentation for reporting to DHHS.
- 4.3 **Outcome Reporting.** The Contractor shall report the outcomes annually from data collected during the SFY. The report is due by July 31st.

Article 5 DHHS REQUIREMENTS

- 5.1 **DHHS Activities.** DHHS shall:
- (1) oversee the program in accordance with applicable federal regulations and the Utah State Medicaid Plan as it currently exists or is hereafter amended;
 - (2) provide, as necessary and requested, timely information, training and guidance to assist the Contractor to meet the responsibilities;
 - (4) periodically monitor and evaluate the Contractor's performance and costs;

- (5) retain full authority and responsibility to approve all policies, rules, and interpretations related to the administration of the Medicaid program and is the sole agency responsible for liaison with CMS. All formal requests for information and clarification must be submitted to CMS by or through DHHS;
- (6) notify the Contractor of scheduled training sessions and provide the opportunity for participation, as appropriate, to assure consistency; and
- (7) meet annually with the Contractor to discuss outcomes.

Article 6 STATE MATCH AND ADMINISTRATIVE FEES

6.1 **State Match.**

- (1) CMS requires that DHHS have the Medicaid State Match in its administrative control prior to drawing down FFP. The Contractor shall pay the State Match on expenditures made by the Contractor for TCM services as outlined in the Utah Medicaid Provider Manual for TCM: Early Childhood Development:
 - (A) the Contractor shall pay the estimated State Match no later than 15 days prior to the start of each new quarter.
- (2) DHHS shall bill the Contractor for the State Match due approximately 45 days before the start of each quarter. The billings for the State Match will be based on estimates for the upcoming quarter. The State Match estimates will be based on actual Medicaid payments made during the most recently completed quarter.
- (3) The Contractor shall pay the State Match on expenditures made by DHHS to the Contractor for the Medicaid portion of Medicare Crossover payments for TCM services.
- (4) The Contractor shall guarantee that the State Match is derived from state and/or local funds and that the funds have not been transferred to or received from a non-governmental entity.
- (5) DHHS shall make no payments for services until the State Match has been paid.
- (6) DHHS shall perform a final reconciliation on the State Match at the end of the State Fiscal Year:
 - (A) the resulting over/under payment on the State Match will be debited or credited to the next quarter's obligation.

6.2 **Administrative Charge.**

- (1) The Contractor shall guarantee that the administrative charge is derived from state and/or local funds and that the funds have not been transferred to nor received from a non-governmental entity.
- (2) DHHS shall bill the Contractor for the administrative charge due approximately 45 days before the start of each quarter. The bills for the administrative charge will be based on the estimate given in section 6.2 (5) for the upcoming quarter.
- (3) DHHS shall make no payments for services until the administrative charge has been paid.
- (4) DHHS shall perform a final reconciliation on the administrative charge at the end of the State Fiscal Year:

- (A) the resulting over/under payment on the administrative charge will be debited or credited to the next quarter's obligation.
- (5) DHHS shall bill the Contractor an estimated administrative charge based on Medicaid payments for the services, quarterly, using the following schedule. The administrative percentage applied will be based on cumulative year-to-date expenditure.

Expenditures	Administrative Fee
\$1-\$500,000	3 percent of total
\$500,001-\$1,000,000	\$15,000 + 2 percent of the amount exceeding \$500,000
Greater than \$1,000,000	\$25,000 + 1 percent of amount exceeding \$1,000,000

Article 7
FUNDING

- 7.1 The Contractor shall pay all FFP disallowances resulting from the Contractor's and/or the Contractor's provider(s) in case of:
- (1) failure to comply with federal regulations, Utah's approved Medicaid State Plan, the Medicaid Provider Agreement, the Utah Medicaid Provider Manual, or the terms of this contract;
 - (2) failure to implement any corrective action specified by DHHS; or
 - (3) mismanagement.