



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2112012
Department Log Number

212702246
State Contract Number

1. **CONTRACT NAME:** The name of this contract is 2022 - 2025 - General Grant - Child Health Evaluation and Care (CHEC) - San Juan
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following 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. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is for outreach provided under the Utah Child Health Evaluation and Care (CHEC) program also known as the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2021 through 06/30/2025, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$53,380.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Mike Moulton
(435) 587-3838
mmoulton@sanjuancounty.org

DEPARTMENT

Medicaid and Health Financing
Directors Office
Krisann Bacon
(385) 377-4168
krisannbacon@utah.gov

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

Attachment A: Special Provisions

8. 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.

9. 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 and San Juan County, Log # 2112012

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 A: Special Provisions
CHEC
San Juan County

A. General Purpose

This contract is for services provided under the Utah Child Health Evaluation and Care (CHEC) program also known as the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit. CHEC is a health promotion and outreach case management program under which Contractor's staff facilitates access to and encourages comprehensive preventative health screening of Utah children enrolled in Medicaid to identify potential health problems and/or conditions and to ensure that additional diagnosis, evaluation and treatment services are obtained when necessary.

B. Parties

This contract is between the State of Utah, acting by and through its Department of Health hereinafter referred to as "Department" and San Juan County, hereinafter referred to as "Contractor." Together, the Department and Contractor shall be referred to as the "Parties." The parties have previously entered into an agreement titled "FY2017-2021 General Provisions – San Juan County." In the event a conflict arises between the aforementioned agreement and this agreement, the provisions in this agreement shall take priority.

C. Definitions

1. ADMINISTRATIVE SERVICES means administrative support or indirect expenses, current expenses and salaries, benefits and travel of administrative or other staff who might be used to support this agreement but do not qualify as PROFESSIONAL SERVICES according to the above definition.
2. CONFIDENTIAL DATA means any non-public information maintained in an electronic format used or exchanged by the Parties in the course of the performance of this contract whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Gramm-Leach Bliley Act, the Health Insurance Portability and Accountability Act, and other equivalent state and federal laws. Confidential Data includes, but is not limited to, social security numbers, birth dates, medical records, Medicaid identification numbers, medical claims and Encounter Data.
3. PROFESSIONAL SERVICES means salaries and benefits, training, and travel expenses of staff who qualify under the Federal Guidance as "skilled professional medical personnel" or "supporting staff" as defined in 42 CFR, parts 432 and 433.
4. USER means any employee or other agent of the contractor who has access to or makes use of any database maintained by the State of Utah or by the Department and to whom the Department has given access.

D. Contractor Activities

1. CONTRACTOR shall ensure that a minimum of 80% of eligible children residing in CONTRACTOR's health district obtain CHEC screening each contract year.
2. CONTRACTOR agrees to place a special emphasis on ensuring that CHEC eligible children receive preventative oral health services including, but not limited to, the application of dental varnish during the health screen.
3. CONTRACTOR shall ensure that a minimum of 58% eligible children receive CHEC dental services in each contract year.
4. CONTRACTOR's CHEC staff shall utilize the report issued by the Department, as outlined in Section F.1. to contact 100% of families on the list by telephone, or by letter when telephone contact is not possible, within 30 days from the date the report is received by CONTRACTOR to provide feedback to the Department relating to the exams.
 - a) For children who did not receive an exam, CHEC staff shall remind parents that their children are in need of screening services; educate the parent or guardian about the value of CHEC well-child services to their child(ren)'s well-being; and explain that the services are available at no cost. CONTRACTOR's CHEC staff shall encourage parents or guardians to use CHEC services.
 - b) CONTRACTOR's CHEC staff shall offer assistance to parents in finding health care providers and keeping appointments, and obtaining any follow-up care required.
 - c) CONTRACTOR's CHEC staff shall provide information on the availability of transportation assistance upon the request of the parent.
 - d) If CONTRACTOR offers CHEC screening services, the CONTRACTOR's CHEC staff shall not encourage the families to use CONTRACTOR's services over the services of the families' established health care providers.
 - e) Upon request by Foster Parents, Foster Care Case Workers and Fostering Healthy Children staff, CONTRACTOR's CHEC staff shall provide assistance in identifying health care providers who offer CHEC services.
5. CONTRACTOR's CHEC staff shall contact physicians and dentists who provide Medicaid services to eligible clients to inform them and their staff of the purpose and function of the CHEC program and encourage them to accept Medicaid enrolled children for CHEC services. Contact may be in person or by telephone. Staff shall inform physicians, dentists and other CHEC providers, and their staff, that CONTRACTOR's CHEC program activities help families obtain services by providing encouragement and helping to schedule and keep appointments. CONTRACTOR's CHEC staff shall provide this information to a minimum of 15 physicians, dentists and other CHEC providers each year. Each provider must receive visits or follow-up contacts throughout the year.

CONTRACTOR's CHEC staff shall provide appropriate contact information, such as telephone numbers of Medicaid or CONTRACTOR's staff to providers of CHEC services to answer questions related to billing, services or target populations.

6. CONTRACTOR's CHEC staff shall identify potentially eligible families during CONTRACTOR's encounters associated with the Women Infants and Children (WIC) program, Immunization clinics, Pre-natal program and other local health department programs which serve families and children. CONTRACTOR shall make families aware of the services that are accessible through the CHEC program and other services available from CONTRACTOR.
7. CONTRACTOR shall establish dialogue with local community groups and agencies, such as Head Start, to make them aware of what services may be available to the families they serve and how to access the CHEC program services. At a minimum, CONTRACTOR must contact one group each month.

E. Reporting Requirements

1. CONTRACTOR shall provide the DEPARTMENT with job specifications, descriptions and associated organization charts for all personnel charged to this Contract, and provide updates within 30 days of the effective date of this Contract and within 30 days of any changes in job specifications, descriptions, and organizational structure.
2. CONTRACTOR'S CHEC staff shall record all contacts with the client, community and providers through the Medicaid Managed Care System (MMCS) CHEC Subsystem.
3. CONTRACTOR shall provide information related to the effort and outcome for each community agency, program or provider that the CONTRACTOR contacts each reporting period. CONTRACTOR's staff will enter this information into the appropriate fields within the MMCS CHEC sub-system.

F. DEPARTMENT Role

The DEPARTMENT agrees to:

1. Distribute a weekly report detailing demographic client information and recent claim history related to scheduled CHEC exams for those eligible clients in each county. Provide confirmation of online reports submitted by the Contractor within 10 working days of request.
2. Provide access to Medicaid Managed Care System (MMCS) CHEC Subsystem reports detailing the results and progress of outreach activities on an ongoing basis, or upon request from the CONTRACTOR.
3. Provide training and technical assistance as requested or needed.

4. Conduct other specified activities listed in process objectives and planned activities in action plan.

G. Payment and Audit Provisions

1. Invoicing and Payment

- a) Contractor shall submit an invoice to the Department on a monthly basis. The invoice shall be in a Department approved format.
- b) Upon request of the Department, Contractor shall provide documentation to validate any charges on the invoice.
- c) In the event that Contractor cannot provide back-up documentation or cannot substantiate that a cost has been appropriately allocated on the invoice, the Department may disallow the payment. If Contractor disagrees with the Department's disallowance, Contractor may request a State Fair Hearing within 30 days of the Department's disallowance.

2. Payment Recoupment

- a) The Department shall recoup any payment paid to Contractor which was paid in error.
- b) Contractor shall refund any overpayments to the Department within 30 calendar days of discovering an overpayment or being notified by the Department that overpayments are due. If Contractor fails to refund an overpayment within 30 days, the Department shall deduct the overpayment from the Department's next payment(s) to Contractor.
- c) If Contractor disagrees with the Department's determination that an overpayment has been made, Contractor may request a State Fair Hearing within 30 days of the Department's recoupment of the overpayment.

3. Additional Inspections and Audits

- a) Contractor shall place no restrictions on the right of the Department, the federal government, independent quality review examiners, and other Utah state agencies as allowed by law to conduct whatever inspections and audits that are necessary to assure contract compliance, quality, appropriateness, timeliness and accessibility of services and reasonableness of Contractor's costs.
- b) Inspection and audit methods include, but are not limited to, inspection of facilities, review of medical records and other client data, or review of written policies and procedures and other documents.

H. Funding

If, for any reason, funding to the Department is reduced by any amount under federal or state funding, block grants, capitation or any other mechanism while this Contract is in effect, the Parties will immediately renegotiate a yearly maximum contract amount to conform to the funds reduction.

- a) The maximum potential funding for the contract is outlined by each year, as indicated below.
 - i FY2022 (7/1/2021-6/30/2022): \$13,345
 - ii FY2023 (7/1/2022-6/30/2023): \$13,345
 - iii FY2024 (7/1/2023-6/30/2024): \$13,345
 - iv FY2025 (7/1/2024-6/30/2025): \$13,345

I. Data Security Requirements.

1. Contractor acknowledges that its performance of services under this agreement may involve access to confidential Medicaid data including, but not limited to personally identifiable information, protected health information, or other health enrollment information that is subject to state or federal laws restricting the use and disclosure of such information including, but not limited to Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations.
2. The access, use, or disclosure of data or information concerning Medicaid recipients shall be limited to purposes directly connected with the purposes described in this agreement. Contractor agrees to maintain the confidentiality of all data, records, or other information it has received in performance of its services. Contractor shall receive or request from the Department only data about an individual that is necessary to meet its obligations.
3. Contractor shall implement and maintain administrative, technical, and physical safeguards necessary to protect the confidentiality of the data and to prevent any unauthorized use or access. Any and all transmission or exchange of data and electronic records shall take place via secure means. Contractor agrees that any and all data will be stored and maintained on secure or encrypted devices or storage mediums. The duty of confidentiality shall be ongoing and survive the term of this agreement.
4. Access to State of Utah Databases
 - a) Contractor shall designate one employee to monitor the users of any database maintained by the State of Utah or by the Department to whom the Department has given access. Contractor shall maintain a log of all employees or Subcontractors who have access to any database maintained by the State of Utah or by the Department to whom the Department has given access.

b) Contractor shall notify the Department within two business days when an employee or subcontractor who has access to a database maintained by the Department or the State no longer requires access to the database.

c) On a quarterly basis, Contractor shall provide to the Department a log of all employees who have access to a Department or State maintained database and in submitting that log to the Department, shall certify that the job duties of each employee named in the log requires that employee to have access to a Department-maintained database.

5. Incident Reporting

a) Contractor shall notify the Department when any Contractor system that may access, process, or store Confidential Data is subject to unintended access or disclosure. The Contractor shall notify the Department of such unintended access or disclosure within 48 hours of discovery of such access or disclosure.

b) Contractor shall ensure its Users comply with the following: User shall prevent unauthorized use or access to the data. User shall report to the Department any incident involving the use or disclosure of the data not permitted by this Contract of which it becomes award. If User inadvertently gains access to data for which he or she has not been approved, User agrees not to further use or disclose the data to promptly notify the Department and take immediate steps to prevent any recurrence.

J. Termination for Cause

1. The Department may terminate this Contract in whole or in part for failure of the Contractor to perform its duties under this Contract.

2. The Department shall provide written notice of its intent to terminate for cause to the Contractor 45 days prior to terminating the Contract.

K. Recordkeeping Upon Termination

In the event of a termination, Contractor shall complete and provide any outstanding reports, documents, and research files to the Department.

L. Additional Recordkeeping Requirements

1. Contractor agrees that authorized federal and Department representatives will have unrestricted and timely access to and the right to examine any books, documents, papers, and records of Contractor pertinent to the activities described in this contract.

2. Unless the Department specifies in writing a shorter period of time, Contractor agrees to preserve and make available all of the books, documents, papers, records, and other evidence

involving transactions related to this contract for a period of six years from the date of expiration or termination of this contract.

3. Materials involving litigation will be kept for one year following the termination of litigation, including all appeals, if the litigation exceeds six years.