



## UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

2328005  
Department Log Number

232701068  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan LHD CSHCN Care Coordination
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

<b>PAYMENT ADDRESS</b>	<b>MAILING ADDRESS</b>
San Juan County	San Juan County
735 S 200 W, Ste 2	735 S 200 W, Ste 2
Blanding UT, 84511	Blanding UT, 84511

**Vendor ID:** 06866HL  
**Commodity Code:** 99999
3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is 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..
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2022 through 09/30/2027, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$98,694.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**  
Grant Sunada  
(435) 587-3838  
gsunada@sanjuancounty.org

**DEPARTMENT**  
Family Health  
Children with Special Health Care  
Needs

Eric Christensen  
(801) 273-2951  
echristensen@utah.gov

7. SUB – RECIPIENT INFORMATION:

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Federal Program Name:	Health Resources and Services Administration	Award Number:	6 B04MC45247-01-07
Name of Federal Awarding Agency:	U.S. Department of Health and Human Services	Federal Award Identification Number:	B0445247
Assistance Listing:	Maternal and Child Health Services	Federal Award Date:	9/23/2022
Assistance Listing Number:	93.994	Funding Amount:	\$98694.00

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

Attachment A: Business Associate Agreement

Attachment B: Special Provisions

9. 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 Associates Agreement currently in effect until 6/30/2023.

10. 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 #**  
2328005

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Willie Grayeyes                      Date  
County Commission Chair

By: \_\_\_\_\_  
Tracy Gruber                      Date  
Executive Director, Department  
of Health & Human Services

**UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between the Utah Department of Health and Human Services, Office of Children with Special Health Care Needs (the "Department") and Local Health Department ("Business Associate"). The Parties have entered into one or more underlying agreements (each and together, the "Service Agreement") pursuant to which Business Associate provides services to the Department that require the use and disclosure of PHI. This Agreement only applies when Business Associate is carrying out the functions described in the Service Agreement and does not apply when Business Associate is acting in its capacity as a healthcare oversight agency.

This Agreement sets forth the terms and conditions under which PHI that is created, received, maintained, or transmitted by Business Associate, for or on behalf of the Department, will be handled during the term of the Service Agreement and after its termination.

The Parties agree as follows:

**1. Definitions**

- A. The following terms used in this Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, Workforce Member, and Use.
- B. "HIPAA Rules" means the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing regulations.

**2. Permitted Uses and Disclosures of PHI by Business Associate**

- A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Department as specified in the Service Agreement, so long as such use or disclosure would not violate HIPAA Rules if done by the Department.
- B. Business Associate may use or disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided that: (i) the disclosures are permitted by law; or (ii) (1) Business Associate obtains reasonable assurances from the third party to whom PHI is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (2) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. If Business Associate provides data aggregation services for the Department under the Service Agreement, Business Associate may use and aggregate PHI only for purposes of providing the data aggregation services to the Department. Any use of PHI for other data aggregation or commercial purposes unrelated to the Service Agreement is prohibited. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514. All such uses and disclosures of de-identified data shall be subject to the limits set forth in 45 C.F.R. § 164.514.

### 3. **Obligations and Activities of Business Associate**

- A. **Limitations on Use.** Business Associate may use or disclose PHI solely (1) as necessary to perform its obligations under the Service Agreement, (2) as required by law, or (3) as permitted or required under this Agreement. Business Associate shall not use or disclose PHI for any other purpose or in any other manner.
- B. **Minimum Necessary.** Business Associate shall request, use, and/or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use, or disclosure in accordance with the HIPAA Rules.
- C. **Duty to Safeguard PHI.** Business Associate shall implement and maintain appropriate administrative, technical, and physical safeguards that comply with Subpart C of 45 C.F.R. 164, in order to secure electronic PHI, prevent use or disclosure of PHI other than as provided for by this Agreement, and protect the integrity and availability of PHI.

As appropriate, information security safeguards include: (i) limiting access to PHI to authorized workforce members and persons; (ii) securing its facilities, data centers, paper files, servers, back-up systems and computing equipment with information storage capability; (iii) implementing network, device application, database, and platform security; (iv) securing information in transit and at rest; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PHI stored on any mobile media and computing devices that allow remote access; (vii) implementing appropriate personnel security and integrity procedures and practices; and (viii) providing appropriate privacy and information security training to its workforce members whose services may be used to satisfy Business Associate's obligations under this Agreement.

- D. **Subcontractors.** In accordance with 45 C.F.R. §§ 164.502(e)(1)(i) and 164.308(b)(2), Business Associate shall require any subcontractors or agents that create, receive, maintain, or transmit PHI, for or on behalf of Business Associate, agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. To the extent that subcontractors or agents create, receive, maintain, or transmit electronic PHI on behalf of Business Associate, it shall require its subcontractors or agents to comply with Subpart C of 45 C.F.R. 164.
- E. **Access to PHI.** If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within fifteen (15) days of receipt of the Department's request, Business Associate agrees to make available PHI to the Department or, as directed by the Department, to an individual in order to meet the requirements under 45 C.F.R. § 164.524, relating to an individual's right to inspect and obtain a copy of PHI relating to such individual. In the event an individual requests access to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.

As a governmental entity, Business Associate understands it must comply with the Government Records and Management Act (GRAMA) in the retention and disclosure of records in its possession. Pursuant to U.C.A. § 63G-2-107, GRAMA does not apply to a record containing PHI as defined in 45 C.F.R., Part 164, Standards for Privacy of Individually Identifiable Health Information, if the record is: (1) controlled or maintained by a governmental entity; and (2) governed by 45 C.F.R., Parts 160 and 164, Standards for Privacy of Individually Identifiable Health Information

- F. **Amendment to PHI.** If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within thirty (30) days of receipt of the Department's request, Business Associate agrees to make any amendments to PHI, if applicable, as the Department directs or agrees to pursuant to 45 C.F.R. § 164.526. In the event an individual requests an amendment to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.
- G. **Accounting of Disclosures of PHI.** Business Associate shall, as applicable, maintain and make available the information required to provide an accounting of the disclosures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528. In the event that an individual requests an accounting of disclosures to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.
- H. **Performance of Obligations.** To the extent Business Associate is to carry out one or more of the Department's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligations under this Agreement.
- I. **Availability of Records for Review.** Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining the Department's compliance with the HIPAA Rules. Upon reasonable prior request of the Department, Business Associate agrees to allow the Department to perform a review of its facilities, systems, books, records, agreements, and policies and procedures relating to the use or disclosure of PHI in order to determine Business Associate's compliance with the terms of this Agreement.
- J. **Prohibition of Offshoring.** Business Associate shall inform the Department if it or its subcontractors or agents will perform any work outside the territory of the U.S. that involves access to, use, or disclosure of PHI in any form via any medium. Nothing in this Agreement shall permit Business Associate to assign, delegate, or subcontract any of its rights or obligations under this Agreement to its subcontractors or agents residing beyond the boundaries and jurisdiction of the U.S. without express written consent of the Department.

#### 4. **Incident and Breach Reporting and Mitigation**

- A. **Reporting Duties.** Business Associate shall report to the Department any security incident or use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, within two (2) days of Business Associate's discovery of such incident. The report must include the following information, to the extent known:
  - (1) Description of the incident;
  - (2) Date of the incident and the date the incident was discovered;
  - (3) Description of the type of PHI involved;
  - (4) Identification of who received PHI;
  - (5) Identification of the individuals whose PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the incident;

- (6) Steps Business Associate or its subcontractor or agents are taking to investigate the incident and prevent continuing or further incidents; and
- (7) Any other information requested by the Department.

- B. **Breach Determination.** The Department will make the final determination of whether a breach of unsecured PHI has occurred and will notify Business Associate of the determination. If the Department determines a breach of unsecured PHI has occurred, Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individuals whose information was disclosed inappropriately. The Department, in its sole discretion, will determine whether the Department or Business Associate is responsible to provide notifications to the individuals whose PHI has been disclosed, the Secretary, and/or the media.
- C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effects resulting from a security incident or any use and or disclosure of PHI in violation of the requirements of this agreement, the HIPAA Rules, or other applicable law.
- D. **Financial Obligations.** Notwithstanding any other provision in this Agreement, Business Associate shall be responsible for any and all costs and expenses arising from or related to a security incident or breach by Business Associate or its subcontractors and agents, including, but not limited, to any required notifications and credit monitoring services to affected individuals, notifications to the Secretary and the media, corrective action plans, and remedial and mitigation costs associated with the Department's and Business Associate's compliance with Subpart D of 45 C.F.R. 164.

## 5. **Obligations of the Department**

- A. **Notice of Privacy Practices.** The Department shall notify Business Associate of any limitation in the Department's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affects Business Associate's use or disclosure of PHI.
- B. **Revocation of Authorization of Individual.** The Department shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, if and to the extent that such changes affect Business Associate's use or disclosure of PHI.
- C. **Restrictions on Use and Disclosure.** The Department shall notify Business Associate of any restriction on the use or disclosure of PHI that the Department has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.
- D. **Requested Uses or Disclosures.** The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Department, except that Business Associate may use or disclose PHI for purposes set forth in Section 2(B).

## 6. **Term and Termination**

- A. **Term.** This Agreement shall be effective as of the effective date of the Service Agreement and shall terminate upon termination or expiration of the Service Agreement or on the date the Department terminates this Agreement for cause as authorized in paragraph (B) of this Section, whichever is sooner.



- B. **Termination.** If the Department determines that Business Associate has violated a material term of this Agreement, the Department may: (1) provide Business Associate an opportunity to cure the breach within the timeframe specified in writing by the Department, or (2) immediately terminate this Agreement if cure is not possible and termination is possible under state law. In the absence of a cure reasonably satisfactory to the Department, the Department may terminate this Agreement unless prohibited by state law.
- C. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Department or created, maintained, or received by Business Associate on behalf of the Department that Business Associate still maintains in any form, unless the Business Associate is otherwise authorized by law to retain PHI for its official purposes. These termination provisions shall also apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. Upon the Department's request, Business Associate shall certify to the Department that all PHI in its possession or control, and all PHI created, received or maintained by its subcontractors or agents, has been returned or destroyed. If return or destruction of PHI is not feasible, Business Associate will provide written notification of the conditions that make return or destruction infeasible. Upon a mutual agreement by the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 6 shall survive termination of this Agreement for any reason.

## 7. **Indemnification**

Since Business Associate is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Service Agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

## 8. **Miscellaneous**

- A. **Other Confidentiality Obligations.** The parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under other agreements or applicable federal and state laws.
- B. **Independent Contractor Status.** Business Associate is an independent contractor of the Department, and shall not be considered an agent of Department.
- C. **Notice.** Any notice or other communications required or permitted to be given under this Agreement shall be sent to:

If to the Department:

Francesca Lanier  
UDOH Chief Privacy Officer  
288 North 1460 West  
P.O. Box 14109  
Salt Lake City, Utah 84114  
801-538-6271  
flanier@utah.gov

If to Business Associate:

To the name identified on the Contract Signature Page

- D. **Amendments.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time for compliance with the requirements of the HIPAA Rules and any other applicable law.
- E. **Waiver.** Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.
- F. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit the Department to comply with the HIPAA Rules. In the event the Service Agreement contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. Except as specified herein, all other terms of the Service Agreement will continue in full force and effect.
- G. **Entire Agreement.** This Agreement shall supersede any and all other earlier dated Business Associate Agreements that may have been entered into by Business Associate executing this Agreement and the Department.
- H. **Regulatory References.** A reference in this Agreement to HIPAA Rules means the sections as in effect or as amended.

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

**I. DEFINITIONS**

- A. "CaduRx means the electronic medical record used for 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 and Human Services, Office 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. "Service Provider" means agencies that provide educational, social, and other non-primary care services.
- L. "Sub-recipient" means the San Juan Local Health Department.
- M. "Technology" means hotspots and Chromebooks.
- N. "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, procedures, and equipment;
  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(s);
- 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. This may include coordinating local live appointments with services providers partnering with the Department;
  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.
  12. Document all encounters within CaduRx same day, when possible, and when not possible within no more than two business days.
- 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 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 October 1, 2022 through September 30, 2027.
- 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 \$493,470.00
  1. The estimated funding amount for FFY 2023 will be \$98,694.00.
  2. The estimated funding amount for FFY 2024 will be \$98,694.00.
  3. The estimated funding amount for FFY 2025 will be \$98,694.00.
  4. The estimated funding amount for FFY 2026 will be \$98,694.00.
  5. The estimated funding amount for FFY 2027 will be \$98,694.00.

#### VI. REPORTING REQUIREMENTS

- A. Sub-recipient shall submit quarterly reports to Department that include:
  1. 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;
  2. A count of new referrals by referral source including referring organization name;
  3. 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.