



## UTAH DEPARTMENT OF HEALTH CONTRACT

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

2116107  
Department Log Number

212702454  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is FY2022 Nurse Home Visiting - San Juan County Health Department
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 to provide the Parents as Teachers evidence-based home visiting program to high-risk mothers in Utah with nurse home visitors.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2021 through 06/30/2022, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$95,000.00 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**

Family Health and Preparedness  
Maternal and Child Health  
Katherine Bark  
(385) 271-7231  
kkbark@utah.gov

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

Attachment A: 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 # 2116107**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Attachment A  
Special Provisions  
State Nurse Home Visiting Funds  
July 1, 2021 – June 30, 2022

I. Definitions

- A. "ASQ-3" means the Brookes Publishing Co. Ages and Stages Questionnaire.
- B. "ASQ Online" means the Brookes Publishing Co. online interface for screening and assessment data.
- C. "ASQ-SE-2" means the Brookes Publishing Co. Ages and Stages Questionnaire: Social-Emotional.
- D. "CAB" means Community Advisory Board.
- E. "Contractor" means San Juan County Health Department.
- F. "Department" means the Utah Department of Health, Office of Home Visiting.
- G. "Families at Risk" means clients who qualify for WIC, TANF, CHIP, or Medicaid, as defined in Utah Code Annotated 26-63-102(1).
- H. "HOME" means the Home Observation for Measurement of the Environment inventory developed by Caldwell & Bradley (2016).
- I. "Home Visiting Model" means the Parents as Teachers evidence-based home visitation program.

II. Contractor Responsibilities

- A. 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;
  - 2. Have an eligible child younger than age 2 years of age (24 months); or
  - 3. Are pregnant.
- B. 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.
  - 1. Before implementing any adaptation or deviation from the program model, Contractor shall obtain prior written approval from the Department and from the national service office.
- C. Contractor shall adhere to the Department-approved budget.
- D. Contractor shall only use registered nurses as home visitors.
- E. 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 20 clients.
  - 2. Home visitors who work less than 40 hours per week performing duties related to home visiting shall maintain a prorated caseload of clients based on the standard in section II.E.1. above.

3. New home visitors developing their knowledge and experience in the Home Visiting Model shall build up to a full caseload of clients, based on the standards set in section II.E. above, by the end of 10 months, starting from the date model training is completed. The expected caseload at 10 months is built on an expectation that new home visitors shall add 2 to 3 families to their caseload each month.
- F. Contractor's home visitors shall conduct home visits according to the schedule recommended by the Home Visiting Model. Home visitors are expected to maintain an average "completed visit" percentage of 80%.
1. If a home visitor has a visit percentage below 60% for two consecutive months:
    - a) Contractor shall sign a "Corrective Action Plan" with Department; and
    - b) Salary and benefits reimbursement requests by Contractor for the underperforming employee will be reduced monthly (and subsequent months) proportionate to the percentage that the average visit percentage falls under 60%.
      - (1) 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.  $(\frac{60-50}{60} = 0.20)$
- G. Contractor shall develop a client waiting list once the program reaches full caseload capacity.
1. Contractor shall fill program capacity vacancies from the waiting list within five (5) business days from the date a vacancy becomes available.
  2. Priority shall be given to first time mothers.
- H. 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 the next annual site visit conducted by Department.
- I. Contractor's home visiting supervisor shall participate bi-monthly in Department-hosted "Supervisor Meetings." If unavailable for the meeting, Contractor's supervisor shall send a representative to the meeting. Contractor's supervisors (or their designees) may participate in the meeting via a conference call line provided by the Department.
- J. Contractor shall use data sharing and confidentiality forms provided by Department and shall have all new clients sign the forms during the intake process.
1. Contractor shall maintain records of all signed confidentiality forms.
- K. 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 Department's Program Manager.
- L. Contractor shall implement and administer the Home Visiting Model to families located in San Juan County Utah.

- M. Contractor's implemented Home Visiting Model shall meet specified staffing requirements in accordance with Contractor's approved budget.
- N. Contractor shall take immediate steps to refill staff positions as they are vacated.
  - 1. 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.
- O. Contractor shall notify 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.
- P. Contractor shall provide replacement staff information (including name, email, and phone contacts) to Department within seventy-two (72) hours of the replacement's start date.
- Q. Contractor shall maintain background screening policies and implement background screening procedures for all employees and contractors who provide Home Visiting services to families and/or have access to confidential client information (such as personal identifying information, medical/clinical/counseling records, financial records, case information, etc.). Background checks must be completed at minimum upon hiring. Rescreening must occur in accordance with Contractor's background screening policies.
  - 1. Contractor's policies and procedures may include a Utah Bureau of Criminal Identification Utah criminal background check and/or an FBI national criminal history check.
  - 2. All expenses of background checks shall be incurred solely by Contractor and/or Contractor's employees.
  - 3. Contractor shall maintain documentation of current background checks in accordance with the General Provisions of this contract.
  - 4. Contractor shall provide verification of background check documentation to Department upon request.
- R. Contractor shall ensure that each home visitor has access to necessary professional development to implement the home visiting model with fidelity.
- S. Contractor shall provide program management and staff support in accordance with the standards established by the National Home Visiting Model. This shall include, but is not limited to, the following:
  - 1. Employ a qualified program administrator to coordinate, manage, oversee, and supervise the program;
  - 2. Employ a program administrator, supervisor, or both who shall have a demonstrated ability in utilizing data to improve staff performance, monitor program outcomes, and continuously improve the program;
  - 3. Provide appropriate staff supervision that incorporates reflective supervision practices per the Home Visiting Model;
  - 4. Provide reflective supervision, as required by the Home Visiting Model;
  - 5. Provide model-specific and relevant ongoing training to all staff.

6. Provide Department with the name, email, and phone number of the following individuals who serve as points of contact for Contractor:
  - a) Program supervisor, as prescribed by the Home Visiting Model;
  - b) Program administrator; and
  - c) Financial officer.
- T. 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:
  1. Establish and maintain a Community Advisory Board (CAB) that meets at least semi-annually. The following documentation must be provided to Department 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 referral information to actively recruit eligible clients to participate in Contractor's Home Visiting Model;
  3. Maintain communication and coordination between the Home Visiting Model and community resources, including health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social service agencies; and
  4. Facilitate effective coordination, referral, availability, and accessibility of community resources and services to clients enrolled in the Home Visiting Program.
- U. Contractor shall plan and utilize outreach, intake, enrollment, and engagement processes for eligible families, including:
  1. 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 and assessments include but are not limited to the following:
    - a) 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 Brookes ASQ Online system;
    - b) 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 Brookes ASQ-SE-2 Online system as;
    - c) HOME, which must be administered according to assessment instructions;
    - d) Edinburgh Postpartum Depression Scale, which must be administered according to assessment instructions;

2. Developing consent procedures that inform families of the voluntary nature of the services;
  3. Strategies to retain clients and families in the program and minimize attrition;
  4. Strategies that appropriately meet the cultural, language, and other social needs of the Families at Risk targeted in the Contractor's service area; and
  5. Procedures ensuring that Contractor shall not enroll a recipient who is already receiving Home Visiting services through another agency or program.
- V. Contractor shall allow at least one (1) on-site monitoring visit per year conducted by Department to confirm compliance with the requirements of this contract. The site supervisor and all staff shall be available during all site visits.
- W. Contractor shall develop, in conjunction with Department, Corrective Action Plans with strategies and timelines for correcting and preventing any noncompliant elements identified by Department.
- X. Contractor shall engage in Continuous Quality Improvement activities to improve programmatic outcomes.
- Y. Contractor shall attend professional development trainings hosted by Department.
- Z. Contractor's Program supervisor and staff shall attend all training required by the Department.
- AA. Contractor shall submit a policy and procedure manual for approval by Department.

### III. Records

- A. 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; and
  3. Contractor must safeguard the confidentiality of the home visiting records and the privacy of all clients.
- B. Contractor's files shall be available for review by Department staff during the on-site audit inspections. Contractor shall maintain current files that include the following, at minimum:
1. Complete background checks on home visiting staff;
  2. Documentation supporting all expense invoices submitted to Department for reimbursement;
  3. Documentation of staff training;
  4. Documentation of CAB Meetings;
  5. Policy and Procedure Updates;
  6. Waiting List;



7. Documentation of Reflective Supervision;
8. Documentation of Staff Meetings;
9. Client Consents;
10. Documentation of Recruitment Efforts;
11. Community Agreements;
12. Documentation of Liability Insurance; and
13. Documentation of compliance to the FFATA.

#### IV. Data Collection

- A. Data must be collected by Contractor on demographic, service utilization, and select clinical indicators for all families enrolled in the program who receive services funded by the Contract. This data includes:
  1. Unduplicated Count of Program Participants;
  2. Unduplicated Count of Households Served;
  3. Adult Participants by Age;
  4. Index Children by Age;
  5. Participant Ethnicity;
  6. Participant Race;
  7. Adult Marital Status;
  8. Adult Participant Educational Attainment;
  9. Adult Participant Educational Status;
  10. Adult Participant Employment Status;
  11. Adult Participant Housing Status;
  12. Primary Language Spoken;
  13. Documentation of family's "at risk" status;
  14. Population Characteristics;
    - a) Low Income
    - b) Pregnant
    - c) A child with developmental delays or disability
  15. Number of Home Visits Completed;
  16. Program Status; and
  17. Number of Home Visitors.
- B. Data must be collected by Contractor on performance measures for all families enrolled in the program, who receive services funded by the Contract, including:
  1. Child Injury;
  2. Child Immunization record;
  3. Depression Screening;
  4. Developmental Screening;
  5. Completed Depression Referral;
  6. Completed Developmental Referral; and
  7. Completed HOME Assessment;
- C. Contractor shall participate with Department in data collection and analysis using the following methods:

1. Utilize necessary tools, methods, procedures, and technology for data collection and transmission;
2. Attend Department-required training and meetings on data collection and analysis procedures and ensure all staff involved in the program will be provided necessary training on data collection, transmission, privacy, and safety procedures;
3. Comply with a data and safety monitoring plan, including privacy of data and administration procedures that do not place individuals at risk of harm; and
4. Provide staff that can:
  - a) Identify required data elements;
  - b) Extract client-level, program-level, and quality assurance data; and
  - c) Monitor data quality at the agency level.

V. Reports

- A. Contractor shall provide Department with current data for the following monthly reports:
  1. A summary of activities, achievements, and qualitative information (outcomes/results), which may include brief anecdotal success stories.
  2. Reports shall include the following, at a minimum:
    - a) Number of state families funded by contract;
    - b) Expected number of families assigned (based on time on the job);
    - c) Number of families currently assigned;
    - d) Number of home visits completed this month;
    - e) Expected number of home visits for this month;
    - f) Number of families on hold;
    - g) Number of families who have requested fewer visits per month;
    - h) Number of new families enrolled;
    - i) Number of families exited;
    - j) Number of families on the waitlist;
    - k) Updates on barriers or challenges encountered and steps taken to overcome them;
    - l) Updates on new policies or procedures created by the program or community that support the Home Visiting Model; and
    - m) Updates to organization chart, if applicable.
- B. Contractor shall provide Department with current data for the following quarterly reports
  1. An update on the status of community advisory board meetings;
  2. An update on the provision of reflective supervision, and any barriers or facilitators to providing regular reflective supervisions;
  3. An update on the status of group connections over the past quarter;
  4. An update on the status of referral networks;
  5. Any staffing updates; and
  6. Any changes to policies or procedures relevant to home visiting.

- C. Contractor shall provide Department staff with access to the Home Visiting Model's database for purposes of monthly monitoring and support.
- D. Contractor consents to the Department receiving reports from the Home Visiting Model for the purposes of monthly monitoring and support for all clients funded under this contract.

VI. Billing and Prior Approvals

- A. Contractor shall submit invoices to Department:
  - 1. On the expense reimbursement form provided by 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 Department's program manager.
- B. Contractor must obtain prior written approval from Department for:
  - 1. Expenditures that are not included in the budget; and
  - 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.
- C. Department shall not reimburse expenditures reported after the 25th of the following month in which the expenditures were made, unless arrangements are made with Department in advance.

VII. Department Responsibilities

- A. Department agrees to:
  - 1. Provide templates, tools, instruction, training, and technical assistance to enable Contractor in preparing and submitting necessary data and reports;
  - 2. Provide required disclosure consent forms to Contractor within 14 days of the contract being fully executed;
  - 3. 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, state, and federal requirements;
  - 4. Provide notice for the supervisor meetings at least 30 days in advance via an email calendar invitation;
  - 5. Assist Contractor with reporting performance measures and construct data;
  - 6. Provide interpretation and policy clarification of federal and state statutory and programmatic requirements;
  - 7. Provide reporting requirements in accordance with the performance measures for the Home Visiting Model and tools for monthly reviews;
  - 8. Evaluate the performance of Contractor according to the terms of this Contract;

9. As applicable, develop a Corrective Action Plan with strategies and timelines for correcting and preventing noncompliance identified by Department;
10. Develop criteria and an evaluation method to establish Core Competency Certification; and
11. Notify the Contractor in writing if any additional funds become available.

#### VIII. Funding and Payments

- A. 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 \$95,000.
    - 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, 2021.
- B. Contract funding may only pay for costs expended during the effective term of the Contract.
- C. Department agrees to reimburse Contractor employee salary and benefits expenses per month, according to the following standards:
  1. 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 according to the standard in Section II.E-F ;
  2. 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 section VIII.C.1 in an amount prorated to the home visitor's actual hours worked so long as the home visitor meets their prorated caseload requirement; and
  3. 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 according to the standard in Section II.E-F.
    - a) In addition, 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 section VIII.C.2.

#### IX. Performance Based Funding

- A. Department may review Contractor's performance during the effective term and reserves the right to decrease or terminate funding for failure to meet the terms of the contract. A reduction in funding shall be based on the element out of compliance and the portion of the budget allocated for that element.
- B. If Contractor fails to comply with a Corrective Action Plan, Contractor's funding will be terminated.
- C. Prior to Department reducing reimbursement for performance failures, Contractor may make a written request to waive or mitigate reimbursement reductions and describe any relevant extenuating circumstances.
  - 1. Department agrees to review the request to determine whether any waiver or mitigation of reimbursement reductions is appropriate.
- D. If Contractor is unable to expend all contract funds, Contractor shall notify Department in writing of the amount of funds that will not be used. All unused funds shall be returned to Department.
- E. If Contractor has not spent 50% of the total contract funds by the end of the third quarter of each contract year, Department may reduce the contract amount for the remainder of the contract term.
  - 1. Prior to reducing funds for this reason, Department agrees to thoroughly review the program budget, expenditures, and activities with Contractor.

X. 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 B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, 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.