

**CONTRACT BETWEEN  
TOOELE COUNTY  
AND  
STATE DIVISION OF MH/SA  
FOR  
FISCAL YEAR '21  
JULY 1, 2020 THROUGH JUNE 30, 2021**

STATE OF UTAH DEPARTMENT OF HUMAN SERVICES  
PASS THROUGH AGREEMENT FOR SERVICES PROVIDED BY A LOCAL AUTHORITY

Log # 38886

Kissflow # 21CR01

DHS Agreement # A03085

Vendor #: 18704G

Commodity Code: 85122

This pass through agreement is between the State of Utah Department of Human Services, Division of Substance Abuse and Mental Health ("DHS") and Tooele County, 47 South Main Street, Tooele, UT 84074-2194, a local mental health authority ("LMHA") and local substance abuse authority ("LSAA"), (collectively "LA") and begins on July 1, 2020 and ends on June 30, 2025.

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The parties agree as follows.

**Article 1: General Provisions**

1.1 **Attachments.** The following attachments are part of this agreement:

Attachment A: Scope of Work-Mental Health

Attachment B: Scope of Work- Substance Use Disorder Services

1.2 **Definitions.** In this agreement, the following definitions apply:

"C.F.R." is the Code of Federal Regulations.

"Subaward" is an award provided by a pass-through entity to a subrecipient to carry out part of the federal award received by the pass-through entity per 200 C.F.R. § 200.92.

"Subcontractor" includes each individual or entity that has an agreement with the LA to perform contractual work for which the LA is responsible. Subcontractor also refers to each individual or entity that has an agreement with a Subcontractor if that individual or entity performs any of the Subcontractor's duties.

"Subrecipient" means, per 200 C.F.R. § 200.93, a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program.

1.3 **Documents Incorporated by Reference.** The following documents are part of this agreement: the DHS division directives; the LA's approved area plans for each of the fiscal years covered by this agreement, including any attachments or amendments to those area plans; DHS' signed approval of each area plan and any amendments; the DHS funding allocation letters for each of the fiscal years covered by this agreement; and the federal awards that are the source of the federal funds passed through to the LA including applicable federal terms.

- 1.4 **Order of Interpretation.** If this agreement conflicts with other documents, the conflict will be resolved in the following order: applicable federal terms, this agreement and signed amendments, the DHS division directives, funding allocation letters, the LA's approved area plans, and any attachments to this agreement.
- 1.5 **Purpose.** The purpose of this contract is to provide funding and direction to, and oversight of, the LA for the provision of mental health and substance use disorder services to individuals residing in the LA's geographical area.
- 1.6 **LA Contact Information.** The LA shall ensure that the DHS representative for this agreement has current contact information for the LA throughout the duration of this agreement and throughout the duration of the LA's record retention responsibilities. The LA shall promptly notify DHS of changes to contact information. Contact information includes the name and title of the individual authorized to receive legal and other notices regarding the agreement; telephone number; email address; and street address.
- 1.7 **Subrecipient Status.** The LA is a subrecipient with regard to all of the federal funds it receives pursuant to this agreement.
- 1.8 **Federal Award Information.** The federal award information for the federal funds the LA receives pursuant to this agreement is contained in the funding allocation letters that are part of this agreement.
- 1.9 **Debarment.** The LA shall notify DHS if it is presently, ever has been, or becomes debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. DHS may immediately terminate this agreement in such cases.
- 1.10 **Jurisdiction, Choice of Law, and Venue.** Utah law governs this agreement. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue will be in Salt Lake City, in the Third District Court for Salt Lake County.
- 1.11 **Independent Contractor.** The parties intend that the LA will be an independent contractor. The LA has no authorization to bind DHS to any agreement, settlement, or liability. The LA shall not act as an officer, employee, or agent of DHS.
- 1.12 **Conflicts of Interest.** The LA shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest. The LA shall complete and submit to DHS the DHS Conflict of Interest Disclosure Statement form ("**Disclosure Statement**"). In addition to any other remedies stated in this agreement, DHS may do any of the following: investigate potential conflicts of interest, require information from the LA, require remedial action, disapprove transactions, or require repayment of transactions. A conflict of interest means any situation where the LA has economic, social, political, familial, or other interests which interfere with, or have the potential to interfere, the exercise of the LA's duties, responsibilities, or judgment in connection with this Contract, or which involve conflicting loyalties to the LA and to another interest. A conflict of interest can occur in one of three ways:
  - a. **Dual Employment.** Conflicts of interest can occur when a LA's representative is also employed by the State of Utah or by another of the LA's representatives.
  - b. **Related-Party Transactions.** Conflicts of interest occur when the LA makes payment to a related party using money obtained from DHS through this Contract. Conflicts of interest

also occur when transactions, which affect the performance of this Contract, are made between the LA and a related party, whether or not payments are involved.

- c. **Independent Judgment Impaired.** Conflicts of interest occur when a LA's representative participates in any transaction on the LA's behalf and has a significant relationship or shared interest with another party to the transaction, which could affect a representative's ability or willingness to exercise independent judgment, and which may affect the performance of this Contract.

1.13 **LA Conflict of Interest Policy and Internal Review.** The LA shall implement a written policy that requires its representatives, including employees, subcontractors, and volunteers, to: 1) submit a conflict of interest Disclosure Statement upon hire and annually thereafter; 2) promptly disclose in writing to the LA all existing, potential, or contemplated conflicts of interest as they arise; 3) review annually all Disclosure Statements and its own operations to reasonably assure DHS that the LA avoids prohibited conflicts of interest; 4) maintain Disclosure Statements in its personnel files; and 5) be trained on certification and disclosure requirements and laws governing conflicts of interest.

1.14 **Continuing Duty to Disclose Conflicts of Interest.** The LA shall continually and promptly review updated Disclosure Statements and submit a copy to DHS whenever an existing or potential conflict of interest is disclosed.

1.15 **Subcontracts.** The LA may subcontract.

1.16 **Subcontracting Responsibilities.** When the LA subcontracts, the LA shall:

- a. Conduct at least one annual monitoring review of each subcontract.
- b. Specify in its area plan how it will monitor its subcontracts.
- c. Ensure that the subcontractor has current insurance that is adequate for the services performed.
- d. Include provisions in its subcontracts that require the subcontractor to comply with all relevant:
  - (1) Provisions of this agreement;
  - (2) Procurement statutes and regulations that apply to the LA;
  - (3) Provisions identified in Utah Code § 17-43-101 et. seq.;
  - (4) Financial regulations and policies that apply to the LA;
  - (5) Provisions identified in 45 C.F.R. § 92.36, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments";
  - (6) Record retention requirements of this agreement;
  - (7) State auditor guidelines;
  - (8) LA directives issued by DHS and the Utah Department of Health ("DOH") regarding the use and expenditure of state and federal funds received from both DHS and DOH, whether directly or indirectly, for the purpose of providing substance use disorder and mental health programs and services; and
  - (9) Audits required by state or federal guidelines.

1.17 **Assignment.** The LA shall not assign this agreement or any portion thereof.

1.18 **Amendments.** With the exception of the annual area plans, funding allocation letters, division directives, and financial reporting requirement tables included in this agreement, the parties may amend this agreement only by written amendment signed by the parties. The annual area plans, funding allocation letters, and financial reporting requirement tables may be issued or amended as follows:

- a. Area Plans. Area plans will be considered amended only after all proposed changes to the plan have been reduced to writing and DHS has notified the LA in writing that it approves the changes. Upon receipt of DHS' approval, the LA shall attach a copy of both the approved changes and DHS' approval to the area plan being amended.
- b. Funding Allocation Letters. A funding allocation letter signed only by DHS constitutes an amendment to this agreement. DHS may issue a funding allocation letter on its own initiative without the consent of the LA or it may issue a funding allocation letter in response to a request from the LA. Funding allocation letters may increase or decrease the funding available to the LA and will be signed by DHS and sent to the LA. Funding allocation letters may reference or contain federal terms that apply to specific federal funding provided pursuant to this agreement.
- c. Financial Reporting Requirements. If federal or state financial reporting requirements change during the course of this agreement, DHS may advise the LA of the changes in writing.

- 1.19 **Remedies**. If DHS determines that the LA has not complied with this agreement, DHS may do any of the following: terminate this agreement; pursue any remedy allowed by law; require corrective action; disallow expenditures and adjust payments to the LA by deducting the disallowed expenditures; withhold funds due the LA to cover the costs of any audits, legal fees, and other expenses; withhold the LA's payments until DHS fully recoups any incorrectly paid funds; and require repayment.
- 1.20 **Administrative Dispute Review**. Before pursuing any legal remedy for an agreement dispute, the LA shall file a written appeal, including the agreement number and disputed issue, with the DHS Deputy Director for Support Services no later than 30 days after the disputed DHS action. The LA shall also provide a copy of its appeal to the DHS Executive Director and the Division of Substance Abuse and Mental Health Director. DHS shall issue a written response to the LA's appeal no later than 60 days after receiving the appeal.
- 1.21 **Termination of Agreement**. Either party may terminate this agreement with or without cause, in advance of the agreement's expiration date, by giving the other party 30 days' written notice via email or other means. DHS may immediately terminate this agreement if: 1) DHS identifies risk of harm to any individuals served; 2) the LA does not maintain required licensing standards; 3) the LA does not comply with federal, state, or local laws, regulations, or ordinances; 4) this agreement becomes unnecessary, or the ability to fulfill the agreement is made impossible, due to a legislative change, revoked statutory authority, lack of appropriated funds, or unavailability of funds; or 5) for any other reason stated in this agreement.
- 1.22 **Legal Fees and Costs**. If either party seeks to enforce this agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the unsuccessful party shall pay the prevailing party's court costs and reasonable legal fees.
- 1.23 **Severability**. A determination that any provision of this agreement is illegal or void will not affect the legality or enforceability of any other provision of this agreement.
- 1.24 **Copyright**. If the LA creates work product for DHS under this agreement that is eligible for copyright protection, such work product will be deemed work for hire, and the LA shall assign all ownership rights to DHS.
- 1.25 **Standard of Care**. The LA shall perform in accordance with the standard of care exercised by members of its profession having substantial experience providing services of a similar type, magnitude, and complexity to the services required in this agreement. The LA shall be liable to

DHS for claims, liabilities, additional burdens, penalties, damages, or third-party claims caused by acts, errors, or omissions that do not meet this standard of care.

- 1.26 **Force Majeure.** The LA's performance will not be excused by force majeure.
- 1.27 **No Waiver.** If either party does not enforce a provision of this agreement, or waives its right to suit or damages in the case of breach of agreement, it retains its right to enforce provisions for later breaches.
- 1.28 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous agreements and understandings between the parties, whether oral or written.

## **Article 2: Client Related Requirements**

- 2.1 **Human Subjects Research.** The LA shall not conduct research involving human subjects or their private data unless the LA obtains prior written approval from any federal or state agencies whose approval is required for research on human subjects. If any DHS clients or their private data will be involved in research conducted by the LA, the LA shall also obtain prior written approval from the DHS Institutional Review Board ("IRB") and shall fully comply with any requirements imposed by the IRB.
- 2.2 **Grievance Procedures.** The LA shall establish a grievance system for clients and applicants for services. The LA shall notify each client and applicant in writing of their right to file grievances with the LA including: 1) denial of services; 2) exclusion from a program; or 3) inadequacies or inequities in the programs and services provided. The LA shall establish and maintain a tracking system identifying the nature and outcome of each grievance. If the LA denies a grievance or does not respond to a grievance in a timely fashion, the LA shall notify the client or applicant that they may contact DHS in writing. DHS will attempt to resolve the grievance.
- 2.3 **Customer Satisfaction Surveys.** DHS may conduct customer satisfaction surveys to ensure that services are appropriate for the clients served. The LA shall cooperate with all DHS-initiated feedback activities.
- 2.4 **Emergency Management and Business Continuity Plan.** The LA shall identify the critical functions of its business operations and develop an emergency management and business continuity plan that will allow the LA to continue to operate during short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business. The plan must address at least the following areas: evacuation procedures; temporary or alternate living plans; plans for isolation or quarantine; maintenance, inspection, and replenishment of vital supplies (including food, water, clothing, first aid supplies, medical necessities, client medications, infection control supplies, and hazardous material protections); communications with LA staff, governmental agencies, and clients' families; transportation; recovery and maintenance of client records; and policies and procedures that: 1) ensure maintenance of required staffing ratios; 2) address both leave for, and the recall of, LA's employees unable to work for extended periods due to illness during periods of declared pandemic; and 3) ensure the timely discharge of the LA's financial obligations, including payroll. The LA shall provide at least annual training for its staff on its plan. The LA shall evaluate and update its plan as frequently as necessary, but at least annually.
- 2.5 **Cooperative Efforts to Protect the Clients.** If either party terminates this agreement, both parties shall use reasonable efforts to provide for uninterrupted client services.

### Article 3: Performance Measurement and Monitoring

- 3.1 **Monitoring and Visits.** DHS may monitor the LA's performance, including through scheduled and unannounced visits.
- 3.2 **Performance Based Outcome Measures.** The LA shall collaborate with DHS and any contractors of DHS in assessing the effectiveness of its services and programs.
- 3.3 **Internal Quality Management.** The LA shall develop, implement, and maintain an internal quality management system that evaluates the LA's programs and establishes a system of self-correcting feedback that may be reviewed annually by DHS.

### Article 4: Payment Terms and Billing Information

- 4.1 **Payment.** Payments made to the LA will be the LA's total compensation for agreement services provided. Payments will be made via electronic funds transfer (EFT). If the LA is not enrolled in EFT, the LA shall contact the DSAMH Administrative Services Director to receive instructions for enrolling. Failure to enroll in EFT may cause payments to the LA to be delayed. The Contractor shall promptly notify DHS of changes to electronic funds transfer account information.
- 4.2 **Funding for the LA.**
  - a. **Funding.** The LA's funding will be determined annually for each fiscal year of the agreement period and may vary throughout the year and from year to year based on legislative appropriations, federal grants and other relevant factors. Payments to the LA in any given fiscal year must not exceed the maximum amount of funding allocated to the LA for that fiscal year. The LA will be notified of its annual funding allocation in a funding allocation letter. If the LA fails to expend the full amount of its annual funding allocation by June 30th of the fiscal year for which the allocation was made, the unexpended portion of the allocation will lapse and the LA will have no further claim to it. The LA's receipt of its annual funding allocation letter is conditioned upon the LA having an approved area plan in accordance with Utah Code 62A-15-103 et. seq. for the corresponding fiscal year on file with DHS. If the LA does not have an approved area plan on file with DHS at the commencement of any fiscal year covered by this agreement period, the funding allocation letter will be withheld and DHS may withhold and deny reimbursement for services provided by the LA during that fiscal year until such time as the LA's area plan may be approved.
  - b. **Allowable Fund Balances.** DHS recognizes that if the LA is a statutorily-created local mental health authority or local substance abuse authority, the LA may need to maintain a fund balance.
  - c. **Additional Funding.** On occasion, additional funds may become available. Should additional funding become available during the term of this agreement, the amount of additional funding allocated to the LA and any additional requirements attached to the funds will be addressed in the funding allocation letter.
  - d. **Funding Sources.** DHS will notify the LA of the sources of the funds making up its annual funding in a funding allocation letter.
  - e. **Reduction of Funds.** If an order or action by the Legislature, the Governor, or the DHS Executive Director, or a federal or state mandate reduces the amount of funding to DHS, DHS may immediately terminate this agreement or may immediately reduce the amount to be paid by DHS to the LA. If DHS reduces funding, the LA may reduce the services provided pursuant to this agreement only after submitting a proposed amendment to its area plan and receiving written approval of the proposed amendment from DHS.

- 4.3 **Billing.** To obtain reimbursement for the services provided pursuant to this agreement, the LA shall submit all billings for authorized services through the electronic billing portal provided by DHS. The LA shall use the funds paid by DHS pursuant to this agreement only for the purposes specified in this agreement, and in the LA's approved area plan for the applicable time period. Invoices submitted by the LA to DHS without the required information will not be paid and will be returned to the LA for completion. The LA shall bill DHS only for costs allowable under federal cost principles and only for costs already incurred. The LA shall maintain records that adequately support that such costs were incurred and allowed.
- 4.4.1 **Billing Deadlines.** The LA shall submit bills for services monthly. All billings must be submitted by the deadlines below. Payments submitted after the stated deadlines may be denied.
- a. **Ongoing Billings:** The LA shall submit all billings and claims for services rendered during a given billing period within 20 days after the last date of that billing period, EXCEPT that the LA shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph c. below.
  - b. **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The LA shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of the LA's billing period or the expiration or termination date of this agreement.
  - c. **Final Agreement Billings:** The LA shall submit all final billings under this agreement within 14 days of expiration or termination of the agreement, regardless of the LA's billing period.
- 4.5 **Payments after Termination.** After termination of this agreement, DHS shall pay for any undisputed services that the LA provided. The LA shall make no claim for services not rendered. DHS will not pay the LA for any of the LA's obligations or expenses that extend beyond the agreement termination date.
- 4.6 **Most Favored Nation.** The LA guarantees that the amounts it charges for services will not be higher than the amounts the LA charges others for comparable services.
- 4.7 **Imposition of Fees.** The LA shall charge clients for services as authorized in the division directives, R523-2-5 LMHA/LSAA Fee Policy and as enumerated in their annually submitted area plan.
- 4.8 **Supporting Documentation.** The LA shall maintain documentation necessary to support the costs billed by the LA and shall submit the documentation with the billings, if requested. The LA shall store and file required documentation in a systematic and consistent manner.
- 4.9 **Questioned Costs.** DHS may question any billing by the LA if the billing is not supported by proper documentation.
- 4.10 **Availability of Non-Party Resources.** In addition to funds received from DHS, other sources of funding may be available to the LA including Medicaid, private insurance, or other state, federal, and county programs. All funding from sources other than DHS are "**Non-Party Resources**".
- 4.11 **Non-Party Resources Requirements.** The LA shall not obtain duplicate recovery from both DHS and any other source for services provided pursuant to this agreement. If the LA obtains funds from both DHS and another source for services provided under this agreement, the LA shall reimburse DHS for the full amount of the recovery; or if the amount of the recovery is greater than the amount that the LA received from DHS, the LA shall reimburse DHS for the amount received from DHS.



- 4.12 **Non-Appropriation or Reduction of Funds.** If funding for this agreement is eliminated or reduced, or if federal funding requires any return of funds required for the State to continue payments, DHS may terminate this agreement or proportionately reduce the services and payments.
- 4.13 **Federal and State Financial Reporting Requirements:** The LA shall comply with all federal and state laws, rules, and requirements regarding financial reporting as stated in the Uniform Guidance (2 CFR §200 *et seq*) and Utah Code §51-2a 201.
- 4.14 **DHS Reporting Requirements:** The LA shall comply with the financial reporting requirements stated in Table 2 below. If the LA needs an extension to submit required reports to DHS, the LA may submit a request to [dhsfinancialreports@utah.gov](mailto:dhsfinancialreports@utah.gov). Requests for extensions must include the following information: the requested length of extension; justification for the requested extension; and the name, phone number, and email address of the person requesting the extension.
- 4.15 **DHS Cost Principles:** The LA shall differentiate administrative costs from program costs. Personnel who have both administrative and program duties, or who have duties related to multiple programs, must allocate their time to each function and program as appropriate, and shall maintain time sheets or other comparable supporting documentation detailing the time spent in each function and program. Costs that support more than one function or program must be appropriately allocated to the applicable function and program.
- 4.16 **Expenditures in Excess of those Budgeted:** If this agreement requires a budget, DHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the LA to refund the excesses to DHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHS has placed restrictions on subcategories within this major category. When this agreement restricts expenditures within defined subcategories, DHS will consider any unapproved excesses to be a questioned cost.
- 4.17 **No Incentive and Collecting Costs.** This agreement includes no incentive amount. The LA may bill DHS for the cost of collecting from Non-Party Resources only if the LA provides DHS with adequate documentation to show that the costs were necessary, reasonable, and incurred by the LA. The LA shall maintain financial records to support the costs for auditing purposes.
- 4.18 **Underutilization of Funds.** If DHS determines that the LA is underutilizing funds, DHS may reduce its funding. DHS shall notify the LA of any reduction and reimburse the LA for services performed before the reduction.
- 4.19 **LA's Cost Accounting System.** The LA shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the LA. The LA shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- 4.20 **Personal Expenses:** DHS shall not reimburse the LA for personal expenses, including travel, that are not business related.
- 4.21 **Cost Principles.** Regardless of the LA's entity type or the source of its funding, the LA shall comply with, and determine allowable costs under, the federal cost accounting principles described in 2 CFR Part 200, as well as any other applicable parts.

4.22 **Related Party Payments.** In addition to the federal cost principles, the LA shall not make payments to related parties in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of DHS. Payments to related parties may include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the LA to related parties without prior written consent may be disallowed and require repayment to DHS.

**Table 1: Summary of Federal and State Annual Financial Reporting Requirements**

Federal Reporting Requirements Per 2 CFR Part 200 (OMB Uniform Guidance)	Utah State Reporting Requirements Per Utah Code § 51-2a-201	Utah State Reporting Requirements Per Utah Code § 51-2a-201.5
<p style="text-align: center;"><b>TYPE OF ENTITY</b> Non-Federal Entities</p> <p><b>TYPE OF FINANCIAL REPORT REQUIRED</b> 1. If <b>\$750,000 or more</b> in federal awards is expended, a <b>Single or Program Specific Audit</b> using GAGAS standards and prepared under the requirements of OMB Uniform Guidance is required, including:  a. The <u>data collection form</u> described in § 200.512.  b. The <u>Reporting Package</u> described in § 200.512 including:  (1) <u>Financial statements</u> and schedule of expenditures of federal awards;  (2) A <u>summary schedule of prior audit findings</u>;  (3) Any <u>auditor's report</u>; and  (4) A <u>corrective action plan</u> for any current year audit findings.  c. Any <u>Management Letter</u> issued by the auditor.</p> <p>2. If <b>less than \$750,000</b> in federal awards is expended, no audit is required, <i>except as noted in § 200.503</i>, but records must be available for review or audit.</p>	<p style="text-align: center;"><b>TYPE OF ENTITY</b> Government Entities, School Districts, and Charter Schools</p> <p><b>TYPE OF FINANCIAL REPORT REQUIRED</b> The reporting requirements for entities in this category may be found on the Utah State Auditor's website at:  auditor.utah.gov</p> <p>Reporting requirements depend on the entity's total annual revenues or expenditures, which are tiered as follows:  1. Revenues or expenditures are <b>\$1,000,000 or more</b> (audit).  2. Revenues or expenditures are <b>less than \$1,000,000 but at least \$350,000</b> (review).  3. Revenues or expenditures are <b>less than \$350,000 but at least \$100,000</b> (compilation).  4. Revenues or expenditures are <b>less than \$100,000 but greater than \$25,000</b> (fiscal report).</p>	<p style="text-align: center;"><b>TYPE OF ENTITY</b> Non-Profit Corporations with Revenues or Expenditures of <b>MORE than \$25,000</b> in Federal Pass Through, State, or Local Funds as Defined in § 51-2a-201.5</p> <p><b>TYPE OF FINANCIAL REPORT REQUIRED</b> The reporting requirements for entities in this category may be found on the Utah State Auditor's website at:  auditor.utah.gov</p> <p>Reporting requirements depend on the entity's total annual revenues or expenditures, which are tiered as follows:  1. Revenues or expenditures are <b>\$1,000,000 or more</b> (audit).  2. Revenues or expenditures are <b>less than \$1,000,000 but at least \$350,000</b> (review).  3. Revenues or expenditures are <b>less than \$350,000 but at least \$100,000</b> (compilation).  4. Revenues or expenditures are <b>less than \$100,000 but greater than \$25,000</b> (fiscal report).</p>
<b>SUBMISSION REQUIREMENTS</b>		
<p>Reports must be submitted to the Federal Audit Clearinghouse no later than 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier.</p>	<p><b>Government Entities:</b> Reports must be submitted to the State Auditor no later than 180 days after the LA's fiscal year end.</p> <p><b>School Districts and Charter Schools:</b> Reports must be submitted to the Office of Education by November 30th and to the State Auditor by December 31st.</p>	<p>Reports must be submitted to the State Auditor no later than six months after the LA's fiscal year end.</p> <p><b>Disclaimer:</b> The information provided in this table is summary information only and may be out of date. The Contractor is advised to seek professional advice to determine whether it is subject to these reporting requirements.</p>

**Table 2: Annual Financial Reporting Requirements to DHS**

TYPE OF ENTITY			
<p>Entities with a Federal Reporting Obligation Under the OMB Uniform Guidance</p>	<p>Government Entities with a Utah State Reporting Obligation Under Utah Code § 51-2a-201</p>	<p>Nonprofit Corporations Subject to Utah Code § 51-2a-201.5</p>	<p>All Entities Receiving Pass Through Money as Defined in Utah Code § 63J-1-220</p>
<p>No additional reporting obligation for DHS</p>	<p>No additional reporting obligation for DHS</p>	<p>Shall Annually Disclose to DHS:</p> <ol style="list-style-type: none"> <li>Whether the nonprofit met or exceeded the dollar amounts listed in § 51-2a-201.5(2) in the previous fiscal year of the nonprofit; and</li> <li>Whether the nonprofit anticipates meeting or exceeding the dollar amounts listed in § 51-2a-201.5(2) in the fiscal year the money is disbursed.</li> </ol>	<p>Shall Annually Provide to DHS:</p> <ol style="list-style-type: none"> <li>A written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and</li> <li>A final written itemized report when all the state money is spent.</li> </ol>
<p>All Entities that <b>DO NOT</b> have a Federal or State Reporting Obligation Under Table 1 Requirements shall submit to DHS the required report indicated below:</p>			
<p>If <b>\$1,000,000 or MORE</b> is received from DHS in the LA's fiscal year:                      A CPA Audit performed in accordance with GAGAS. The auditor's Management Letter must be included if the audit report disclosed any audit findings.</p>			
<p>If <b>LESS THAN \$1,000,000 but at least \$750,000 or MORE</b> is received from DHS in the LA's fiscal year:                      A CPA Review.</p>			
<p>If <b>LESS THAN \$750,000 but at least \$500,000 or MORE</b> is received from DHS during the LA's fiscal year:                      A CPA Compilation.</p>			
<p>If <b>LESS THAN \$500,000 but at least \$250,000 or MORE</b> is received from DHS during the LA's fiscal year:                      Financial statements prepared by the LA or by an outside accounting or bookkeeping service.</p>			
<p>If <b>LESS THAN \$250,000</b> is received from DHS during the LA's fiscal year:                      No report is required.</p>			
SUBMISSION REQUIREMENTS			
<p>See Table 1</p>	<p>See Table 1</p>	<p>Disclosure must be made to the DHS representative for this agreement when entering into this agreement and annually thereafter no later than six (6) months after the end of LA's fiscal year.</p>	<p>Reports must be submitted to the DHS agreement representative for this agreement no later than July 31st each year or no later than 30 days after the expenditure of all state funds, whichever is earlier.</p>
<p>Reports must be submitted no later than six (6) months after the end of LA's fiscal year to:</p> <p><a href="mailto:dhsfinancialreports@utah.gov">dhsfinancialreports@utah.gov</a>                      OR                      Department of Human Services                      Bureau of Contract Management                      Attention: Rate Manager                      195 N. 1950 W.                      Salt Lake City, UT 84116</p>			

### Article 5: Applicable Laws and Requirements

- 5.1 **Compliance with Law and Other Standards.** The LA shall comply with all laws, regulations, ordinances, and licensing standards, including subrecipient regulations in 2 C.F.R. 200.
- 5.2 **Background Screening Requirements.** The LA and any individuals associated with the LA shall comply with the background screening requirements in Utah Code §62A-2-120 and Utah Administrative Code R501-14.
- 5.3 **Utah 211 Information Requests.** The LA shall provide Utah 211 with information about the LA's services in a form determined by Utah 211.
- 5.4 **Provider Code of Conduct:** The LA shall develop, maintain, and enforce a code of conduct that is at least as stringent as the DHS Provider Code of Conduct.
- 5.5 **Other Laws and Requirements.** The LA shall comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. The LA shall comply with all applicable laws, regulations, and executive orders listed in the table below to the extent they apply to this agreement. The laws in the table below are not an exhaustive list of all laws that may apply. The LA understands that it is obligated to seek independent legal advice.

Description of Act	Applicable Federal Law	Applicable State Law
<b>Discrimination and Employment Related Laws</b>		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et. seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et. seq.</i>	Utah Code § 13-7-1 <i>et seq.</i>
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et. seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	Utah Code § 63G-12-302
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	

Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522 and Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i>  (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
<b>Property Laws</b>		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	Utah Code § 26-38-1, <i>et seq.</i>
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
<b>Medicaid and Utah False Claims Reporting Laws</b>		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et seq.</i>
<b>Procurement Laws</b>		
Utah Procurement Code		Utah Code § 63G-6a-101 <i>et seq.</i>
Utah State Procurement Rules		Utah Administrative Code, Rule R33-1, <i>et seq.</i>
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; and Exec. Order 12689	Utah Code § 63G-6a-904
<b>Miscellaneous Laws</b>		

Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305
Byrd Anti-Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Ethics Acts		Utah Code § 67-16-1 <i>et. seq.</i> and § 10-3-1301 <i>et. seq.</i>
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et. seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Misusing Public Money or Public Property		Utah Code § 76-8-402; see also Utah Code § 76-1-601(14)(a)(ii)
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance use disorder and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards	45 C.F.R. Part 75	
Utah Human Services Code		Utah Code Title 62A
Utah Referral Information Network		Utah Code § 62A-17-101 <i>et. seq.</i>

#### Article 6: Recordkeeping and Reporting Requirements

- 6.1 **Records Access:** The LA shall provide DHS with access to all records relating to this agreement and shall not limit or interfere with DHS' access rights. The LA shall allow independent auditors, state and federal auditors, and agreement reviewers access to any records related to this agreement including all personnel, training, client, treatment, accounting, and financial records.
- 6.2 **Record-Keeping and Reporting Requirements:** The LA shall maintain or supervise the maintenance of all records necessary for the proper and efficient operation of its programs including, as applicable, records relating to screenings, assessments, applications, determination of clients' eligibility, the provision of services, treatment, administrative costs, statistics, fiscal

operations, and any other records necessary for complying with the reporting and accountability requirements of this agreement and federal awards.

- 6.3 **Client Records Retention:** The LA shall retain all adult client records for at least six years from the day of last service to the adult client. The LA shall retain all records relating to clients under 18 years of age for at least six years from the day of last service to the child client, or until the child client reaches the age of 22, whichever is longer.
- 6.4 **Administrative Records Retention.** The LA shall retain all administrative records relating to this agreement for at least six years after DHS makes the last payment on this agreement.
- 6.5 **Discontinued Operations:** If the LA discontinues its programs or ceases to provide services, the LA shall protect DHS access rights by implementing one of the following options: 1) transfer the client records to a successor agency or entity that has entered into an agreement with DHS to provide the services formerly provided by the LA; 2) deliver the client records to an office within the LA's organization and provide DHS with continuing immediate access to the records; 3) with the prior written consent of DHS, which may be withheld for any reason, deliver the client records to DHS; or 4) if the LA is bound by the requirements of 42 C.F.R. Part 2 and ceases to provide its services, the LA shall comply with the following requirements before destroying records: (a) the LA shall notify DHS in writing at least 30 days before it ceases to provide its services; (b) upon request from DHS, the LA shall give each of its patients a consent form that meets the requirements of 42 C.F.R. § 2.31 and that authorizes the LA to transfer its patient records to DHS; and (c) upon obtaining signed consent forms from patients, the LA shall deliver the consenting patients' records to DHS.
- 6.6 **Audits and Litigation:** The LA shall maintain all records related to any audits initiated by federal or state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or until the time for appeal has expired, or for six years from the day this agreement terminates, whichever is longer.
- 6.7 **Method for Destruction of Client Records:** If destroying a client record, the LA shall cross-shred or burn the record to protect client confidentiality. For electronic records, the LA shall destroy the records in a manner that prevents unauthorized persons from reading or accessing the records.
- 6.8 **Client Record Confidentiality:** The LA shall keep client records confidential and shall restrict access to client records in accordance with state and federal laws. Client records include, but are not limited to, hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The LA shall maintain all client records in locked rooms or cases or in password-protected electronic files. The LA shall password protect any records that are transported or contained in any electronic medium. The LA shall not use or disclose any client information except as provided by this agreement or required by law. The LA shall restrict access to records for its representatives to those portions of the records directly related to their work.
- 6.9 **Loss or Disclosure of Client Records:** The LA shall have and comply with policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, and data breaches (collectively "Loss"), and shall make those policies available to DHS. The LA shall address in its policies and procedures how client records and information will be maintained, transmitted, stored, and secured to protect against any Loss. The LA shall address in its policies



and procedures the steps that will be taken in the event of any Loss to notify, protect, and reimburse those impacted by the Loss against potential damages, as well as to prevent future losses. The LA shall be responsible for any Loss of client records or client information by it or its representatives and for any and all costs, remediation (including credit monitoring), and damages associated with the Loss. In the event of a Loss, the LA shall notify the following of the Loss no later than 24 hours after it is discovered: 1) the DHS signer of this agreement; 2) the DHS Risk Manager; and 3) the client or the client's parents or legal guardian.



**Article 7: Indemnification**

- 7.1 **Governmental Immunity Act:** Neither DHS nor the LA waives any defenses otherwise available under the Governmental Immunity Act.
- 7.2 **No Subrogation or Contribution:** The LA has no right of subrogation or contribution from the State or DHS for any judgment rendered against the LA.

Each party is signing this agreement on the date stated below that party's signature. This agreement is not fully executed until the State of Utah approving authorities have signed this agreement.

**TOOELE COUNTY**

**DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

By:  15 July 20 Date By: \_\_\_\_\_  
 Tom Tripp, County Commissioner Chair Date Doug Thomas, Director Date  


**STATE OF UTAH APPROVING AUTHORITIES**

**STATE DIVISION OF FINANCE**

By: \_\_\_\_\_  
State Finance Date

Log # 38886

Kissflow # 21CR01

DHS Agreement # A03085

The State of Utah Department of Human Services is an Equal Opportunity Employer. The department's EEOP Utilization Report is available at [hs.utah.gov/about](http://hs.utah.gov/about).

## ATTACHMENT A: SCOPE OF WORK

### MENTAL HEALTH

1. **Division Directives:** The Local Mental Health Authority (“LMHA”) shall comply with the Division Directives found at <https://dsamh.utah.gov/providers/contracts-and-monitoring>.
2. **Area Plan:** The LMHA shall prepare and submit an Area Plan, which has been reviewed and approved in writing by the LMHA’s governing body.
  - a. The Area Plan must be submitted annually by May 15 to the Department of Human Services, Division of Substance Abuse and Mental Health DHS.
  - b. This contract and the Division Directives will provide the LMHA with the minimum requirements of the Area Plan.
  - c. DHS shall review the Area Plan to determine if it meets all applicable requirements and will notify the LMHA of any deficiencies.
  - d. The LMHA shall resolve all identified deficiencies before DHS will approve the Area Plan.
  - e. Upon approval of the Area Plan, DHS will issue a funding allocation letter.
  - f. The LMHA shall comply with the provisions of this contract and its approved Area Plan for the corresponding fiscal year.
3. **Treatment, Prevention, and Recovery Support Service Requirements:** In addition to the requirements set forth in the Division Directives and this contract, the LMHA shall comply with the requirements identified in each of the following:
  - a. Utah Code, including:
    - (1) Title 17, Chapter 43; and
    - (2) Title 62A, Chapter 15.
  - b. Utah Administrative Code, including R523 and R525;
  - c. The federal Mental Health Block Grant (“MHBG”);
  - d. The SAMHSA Federal Practice Guidelines: “10 Guiding Principles of Recovery”; and
  - e. The current adopted Utah Public Mental Health System Preferred Practice Guidelines (“Utah Practice Guidelines”), found at:

<https://dsamh.utah.gov/pdf/Best%20Practice/Preferred%20Practice%20Guidelines%202014%20DSAMH%20Final%20UBHC%20Approved.pdf>

4. **Block Grant Fund Limitations:** MHBG funds can only be expended for non-Medicaid eligible individuals and their services. MHBG funds cannot be used for:
  - a. Inpatient services;
  - b. Purchasing or improving land, construction, or remodeling facilities;
  - c. Purchasing major medical equipment; or
  - d. Matching of federal funds.
5. **Program Qualifications:** The LMHA shall maintain documentation that each program providing services is in compliance with state and local zoning ordinances, licensing and fire prevention requirements, building and health codes, and all other applicable laws, codes, and ordinances.
6. **Staff Qualifications:** The LMHA shall maintain documentation that each individual providing services has a current license, as required by Utah Code Title 58, or is certified by DHS, as required by Utah Code Title 62A.
7. **Data Collection and Submission Requirements:**
  - a. The LMHA shall submit client-level service, treatment, and outcome data for all clients receiving services in publicly funded facilities, regardless of a client's funding source.
  - b. The LMHA's data submissions, must comply with both the requirements of the Division Directives and the Mental Health Event ("MHE") data set specifications found at <https://dsamh.utah.gov/reports/data-specs> . Data submitted to DHS is the official service record for the provider and must be accurate. Data submitted will be compared with the provider's clinical record and periodically reviewed for accuracy. Users authorized by the LMHA or its designated agent can download the MHE data specifications from the DHS Substance Abuse & Mental Health Information System ("SAMHIS") website found at <https://samhis.hs.utah.gov/samhis/Default.aspx>. These specifications are updated annually.
  - c. The LMHA shall comply with the client-level outcome reporting requirements listed in the Division Directives and MHE data set specifications.
  - d. The LMHA is responsible for the timeliness and accuracy of the data submitted to DHS. The LMHA shall be responsible for the provider data, as required in Section 7.b. above. The LMHA can download this data for review, reconciliation,

and corrections that must be submitted to SAMHIS throughout the fiscal year. Data submissions reporting will end after the fourth quarter reporting deadline for the applicable fiscal year after which data submissions modified for the prior fiscal year will not be reflected in the DHS year-end reporting, scorecards, or annual report. Official year-end reporting will reflect corrections made within the fourth quarter reporting deadline, or as prescribed in writing by DHS, for any given fiscal year.

8. **Performance Measures and Outcomes:**

- a. DHS will annually identify in the Division Directives the specific performance measures and outcomes that will be used to evaluate the performance of the LMHA.
- b. If the performance measures and client outcomes for the LMHA do not fall within the acceptable range, each inadequacy will be classified and reported in accordance with the Division Directives, and DHS may enforce the remedies set forth in this contract.

9. **Client Records:** The LMHA shall maintain complete and accurate records for all clients served. The record must document services provided for each client, as identified in the Division Directives and the Utah Practice Guidelines. Additionally:

- a. The documentation must be organized, clear, current, and legible; and
- b. Client records must be updated and filed, electronically or paper chart, in compliance with Article 2, and in accordance with the client payor's requirements. In the event that no payor requirements exist, the records must be updated and filed within one week of each service activity.

## **ATTACHMENT B: SCOPE OF WORK SUBSTANCE USE DISORDER SERVICES**

1. **BACKGROUND:** The Division of Substance Abuse and Mental Health (“DHS”) is the designated state authority for substance use disorder prevention, treatment, and recovery support services. The responsibilities of DHS are found in Utah Code § 62A-15-103. DHS is responsible for ensuring the provision of a statewide continuum of services. DHS contracts with local county governments statutorily designated as local substance abuse authorities (“LSAA”) to provide these services. The responsibilities of the LSAA are outlined in Utah Code § 17-43-201.
  
2. **DEFINITIONS:**
  - a. **“Prevention”** means a proactive comprehensive approach to reduce risk factors and promote protective factors of substance use disorders and mental illness. The comprehensive approach is to include services in universal, selective, and indicated settings across a broad array of activities, programs, and strategies.
  
  - b. **“Substance Use Disorder Treatment”** means individual, family, and group services, medication evaluations and disbursement, and interventions designed to improve and enhance social and psychological functioning for individuals psychologically, physically, and socially impaired and who may be misusing or dependent on alcohol, tobacco, or other drugs.
  
  - c. **“Recovery Support Services”** means services and activities provided before, during, and after completion of acute treatment services designed to attain or retain a person’s recovery from mental health or substance use disorders.
  
3. **POPULATION SERVED:**
  - a. Prevention:
    - (1) The LSAA shall provide or ensure delivery of prevention activities, programs, interventions, and strategies as defined by the National Academy of Medicine, which include:
      - (a) Universal interventions that target the general population and are not directed at a specific risk;
  
      - (b) Selective interventions that target those at higher-than-average risk for substance abuse;
  
      - (c) Indicated interventions that target those already using or engaged in other high-risk behaviors to prevent heavy or chronic use.
  
  - b. Substance Use Disorder Treatment:

- (1) Substance use disorder treatment services provided with public funds, including federal, state, and local match, must provide priority admission to the following populations, in the following order of priority:
    - (a) Pregnant women who use drugs by injection;
    - (b) Pregnant women who use substances;
    - (c) Other persons who use drugs by injection;
    - (d) Substance-using women with dependent children and their families, including women attempting to regain custody of their children; and
    - (e) All other individuals with a substance use disorder.
  - (2) The LSAA may charge fees for treatment services to individuals with the ability to pay. All fee schedules must be approved by the LSAA governance and submitted to DHS annually with the required area plan.
- c. Recovery Support Services (“RSS”):
- (1) RSS may be provided to individuals who express or identify a need for support to help initiate or sustain recovery from a substance use disorder.
  - (2) Individuals residing in the LSAA catchment area may receive RSS prior to participating in a treatment episode, while engaged in formal treatment, or following treatment.

#### **4. ADMINISTRATIVE REQUIREMENTS**

- a. Area Plans: The LSAA shall submit an area plan annually by May 15 using the format and template prepared by DHS.
- (1) DHS shall review the area plan to determine if it meets all applicable requirements and will notify the LSAA of any deficiencies.
  - (2) The LSAA must resolve all identified deficiencies before DHS will approve the area plan.
  - (3) Upon approval of the area plan, DHS will issue a funding allocation letter.
  - (4) The LSAA shall comply with the provisions of this contract and its approved area plan for the corresponding fiscal year.

- (5) The LSAA shall submit year-end fiscal reports that identify the actual use of the funds described in the area plan to DHS by August 15 of each year.
- b. **Program Qualifications:** All programs providing services under this contract must possess and maintain licensure with the Department of Human Services Office of Licensing or be licensed by the Utah Department of Health as a Health Care Facility.
- c. **Treatment Staff Qualifications:** All individuals providing treatment services under this contract must possess and maintain a current license for the services being provided in the authorized scope of work for that license or certification as required by Utah Code Title 58, or is certified by DHS as required by Utah Code Title 62A.
- d. **Client Records:** The LSAA shall maintain complete and accurate records for all individuals served. The record must document services provided for each client as identified in the Division Directives. Additionally:
  - (1) Documentation must be organized, clear, current, and legible;
  - (2) Client records must be updated and filed within one week of the service date; and
  - (3) Assessments and recovery plans must be current and reflect the most current assessment of the client's progress.

**5. PROGRAM REQUIREMENTS:**

- a. **Directives:** DHS will annually prepare, distribute, and publish online the Division Directives, which describe program requirements for funds allocated to the LSAA by DHS. The LSAA shall comply with the Division Directives. The directives detail additional requirements for prevention, treatment, and recovery supports that are not identified in this contract, state and federal statute, and administrative rule.
- b. **Prevention Requirements:**
  - (1) The LSAA shall follow the Strategic Prevention Framework (“SPF”) developed by the Substance Abuse Mental Health Services Administration (“SAMHSA”) to implement comprehensive community-level prevention systems within their area.
  - (2) The LSAA shall collaborate with the local health authority at least annually to:
    - (a) Review data results from the Department of Health Synar compliance checks; and

(b) Assess high risk communities to target prevention efforts and tobacco prevention programs to reduce availability of tobacco products sold to youth and to reduce the rate of tobacco use among youth in those areas according to Public Services Act, 42USC300x-21-35.

(3) A minimum of 30% of the federal Substance Abuse Prevention and Treatment (“SAPT”) Block Grant funds must be used for prevention services.

c. **Treatment and Recovery Support Service Requirements:**

(1) The LSAA shall provide substance use disorder treatment services consistent with the most current version of the American Society of Addiction Medicine (“ASAM”) Criteria.

(a) ASAM Criteria must be used by the LSAA to assess clients, develop individualized treatment plans, and determine the intensity, frequency, and level of care.

(b) The LSAA shall provide treatment services in the least restrictive environment appropriate to the nature and stage of the individual’s illness.

(2) Medication-assisted treatment:

(a) Funds allocated by DHS must not be expended by any agency that would deny any eligible client, patient, or individual access to its program because of its use of FDA-approved medications for the treatment of substance use disorders such as:

i. Methadone;

ii. Buprenorphine products, including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations; and

iii. Naltrexone products, including extended-release and oral formulations or implantable buprenorphine.

(b) Clients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an opioid treatment program and ordered by a physician who has evaluated the client and



determined that methadone is an appropriate medication treatment for the individual's opioid use disorder.

- (c) In all cases, medications must be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial.
  - (d) Entities in receipt of funds must not compel clients to taper or abstain from medications as part of the conditions of any programming if doing so is inconsistent with a licensed prescriber's recommendation or valid prescription.
- (3) Services for pregnant women and women with children: The LSAA shall provide or arrange to provide the following services for pregnant women and women with children, including women attempting to regain custody of their children:
- (a) Primary medical care for women who are receiving substance abuse services, including referral for prenatal care;
  - (b) Gender-specific substance use disorder treatment and therapeutic interventions. Treatment and interventions may address such issues as relationships, sexual and physical abuse, and parenting;
  - (c) Childcare while the women are receiving services;
  - (d) Primary pediatric care for the children of women receiving the above services, including immunizations;
  - (e) Therapeutic interventions for children in custody of women in treatment that may address their developmental needs, and issues of sexual and physical abuse and neglect;
  - (f) Sufficient case management and transportation services to ensure that women and their children have access to the services provided by (1) through (5);
  - (g) Pursuant to UCA § 17-43-201, a comprehensive referral for interim services if treatment admission for pregnant women is not available within 24 hours of the time the request for services is made. A request for services is defined as the initial contact by the individual or her representative, in person or by electronic means, where a request for assistance, assessment, or treatment services is made; and

- (h) If no substance use disorder treatment program is able to accept and admit a pregnant woman within 48 hours of the request for services, the LSAA shall contact DHS for assistance in providing services to the pregnant woman.
- (4) Services for individuals who inject drugs: The LSAA shall ensure that each individual who requests and is in need of treatment for intravenous (“IV”) drug use is admitted to a treatment program no later than:
  - (a) 14 days after making the request for admission to a program; or
  - (b) 120 days after the request is made if the program has no capacity to admit the individual on the date of the request, if interim services are made available to the individual no later than 48 hours after the request, and the program offers the interim services until the individual is admitted to a substance use disorder treatment program,
- (5) Services for clients with tuberculosis: The LSAA shall refer or provide tuberculosis (“TB”) services to all individuals being assessed or waiting for treatment of substance use disorder, including counseling, testing, and treatment.
- (6) Women's treatment services: The LSAA shall expend at least the federally required minimum amount of SAPT funds on services for pregnant women and women with dependent children. This minimum amount will be identified in each LSAA’s funding allocation letter.
- (7) Recovery Support Services: The LSAA shall provide non-clinical substance use disorder services designed to maximize the ability of clients to be successful in their recovery and to live productively in the community.
  - (a) The Recovery Support Services (“RSS”) Manual defines client eligibility, allowable services, and standards for providing those services.
  - (b) The LSAA shall document and report all RSS in the Substance Abuse Mental Health Information System (“SAMHIS”) recovery support data specifications file.

## 6. DATA AND REPORTING REQUIREMENTS

- a. Data Collection and Submission Requirements:

- (1) The LSAA shall submit all information and outcomes system data electronically through the SAMHIS file utility app or other method, as instructed by DHS staff.
  - (2) The LSAA shall submit the substance use disorder treatment episode data set (“**TEDS**”), RSS and Indicated Prevention (“**IP**”) data monthly for the prior month on or before the last day of every month.
- b. Data Specifications are available for download from the DHS website at <https://dsamh.utah.gov/reports/data-specs>
- (1) The LSAA shall submit client-level service, treatment, and outcome data as described in the TEDS specifications for all clients receiving services in publicly funded facilities, regardless of a client's funding source.
  - (2) LSAA data submitted to DHS is the official service record for the provider and must be accurate. Submitted data will be periodically compared with the provider's clinical record to review for accuracy and consistency.

**b. Performance Measures and Outcomes:**

- (1) DHS shall annually identify in the Division Directives the specific performance measures and targets that will be used to evaluate the performance of the LSAA.
- (2) If the LSAA fails to meet a target identified in the Division Directives, DHS will include the performance inadequacy in the annual site visit report and DHS may enforce the remedies set forth in this contract and Utah Code.

**7. BILLING:**

- a. The LSAA shall submit monthly invoices electronically to the DHS email account at [DSAMHinvoice@utah.gov](mailto:DSAMHinvoice@utah.gov). The invoices must include:
- (1) A detailed description of the service rendered;
  - (2) Date(s) services rendered;
  - (3) Contract number;
  - (4) Uniquely identifiable invoice number;
  - (5) LSAA name;
  - (6) LSAA's address for payment;

- (7) LSAA's phone number; and
  - (8) LSAA's signature.
- b. Invoices submitted by the LSAA to DHS without the required information will not be paid and will be returned to the Contractor for completion.
- c. Payments will be made to the LSAA through the State of Utah, Department of Administrative Services, Division of Finance (State Finance) Electronic Funds Transfer ("EFT") system.
- d. Prior to the submission of invoices, the LSAA must ensure that it is enrolled in the EFT system. DHS will provide the LSAA with instructions and the approved EFT form to be completed and emailed to DSAMHinvoice@utah.gov.
- e. Failure to enroll in the EFT system will result in a delay of all payments.
- f. All payments made to the LSAA will be made in the name of the LSAA as it appears on the cover page. Any changes must be submitted in writing to the DHS Administrative Services Director.
- g. Billing deadlines: The LSAA shall submit bills for services on a monthly basis.
  - (1) Ongoing Billings: The LSAA shall submit all billings and claims for services rendered during a given billing period within 20 days after the last date of that billing period, EXCEPT that the LSAA shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph (3) below.
  - (2) State Fiscal Year-End Billings: The State Fiscal Year is from July 1st through June 30th. The LSAA shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of the LSAA's billing period or the expiration or termination date of this contract.
  - (3) Final Contract Billings: The LSAA shall submit all final billings within 14 days of expiration or termination of the contract, regardless of the LSAA's billing period.

**Certificate Of Completion**

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Document Pages: 27	Signatures: 0
Certificate Pages: 4	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kyle Larson
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	195 N 1950 W
	Salt Lake City, UT 84116
	kblarson@utah.gov
	IP Address: 204.113.19.52

**Record Tracking**

Status: Original	Holder: Kyle Larson	Location: DocuSign
6/1/2020 11:03:21 AM	kblarson@utah.gov	

**Signer Events**

Ray Winger  
raywinger@utah.gov  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 76.27.4.237

**Timestamp**

Sent: 6/1/2020 11:05:43 AM  
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Accepted: 6/1/2020 11:20:08 AM  
ID: f36d5c62-7d05-4155-b792-9846abece9f5

Tom Tripp  
ttripp@tooeleco.org  
Tooele County Commission Chair  
Security Level: Email, Account Authentication (None)

Sent: 6/1/2020 11:20:47 AM

**Electronic Record and Signature Disclosure:**  
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Doug Thomas  
dothomas@utah.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 8/21/2017 12:22:51 PM  
ID: d9991105-4e0a-46bf-a7ac-3e6ad7a79bdd

State Finance  
fi\_contracts@utah.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Laki Besic  
zbesic@utah.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**

**Signature**

**Timestamp**

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Gary K. Dalton gdalton@looeleco.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/1/2020 11:20:45 AM Viewed: 6/1/2020 3:48:31 PM
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Kendall Thomas kthomas@tooeleco.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/1/2020 11:20:46 AM
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Elizabeth Bailey-Durst elizbailey@utah.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/1/2020 11:20:47 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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