

**CONTRACT BETWEEN  
TOOELE COUNTY  
FOR ITS  
DEPARTMENT OF HUMAN SERVICES  
FOR  
MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES**

This agreement (the "Agreement") is made and entered into as of 1<sup>st</sup> day of November 2020, by and between Tooele County, a body corporate and politic of the State of Utah, on behalf of itself and the Tooele County Department of Human Services (jointly the "County"), and United Behavioral Health Care, Inc.; ("Contractor"). Individually, the County and Contractor are referred to herein as a "Party," and collectively as the "Parties."

WITNESSETH:

**WHEREAS**, County is obligated to provide certain mental health and substance use disorder services pursuant to Utah Code §§ 17-43-201 and 301 *et. seq.* (the "Statutory Services"); and,

**WHEREAS**, the Tooele County Commission, acting pursuant to Utah Code §26A-1 -105.5, §17-43-201(3), and §17-43-301(4), has elected to form a Tooele County Department of Human Services, hereafter TCDHS, for the purpose of providing administrative and operational services and acting for the local mental health authority and the local substance use disorder authority; and,

**WHEREAS**, pursuant to the Code, County is entitled to contract with third party providers to perform some or all of County's obligations under the Code and in accordance with County's Area Plan prepared and submitted annually to the State of Utah as required under the Code ("Area Plan"); and,

**WHEREAS**, County receives state and federal funding to provide mental health and substance use disorder services by qualified providers to the citizens of Tooele County; and,

**WHEREAS**, TCDHS is tasked with administering and coordinating the statutory services on behalf of Tooele County; and,

**WHEREAS**, Contractor has the desire and ability to provide mental health and substance use disorder services through a Network of Providers, all in furtherance of, and in compliance with, (i) state and federal required services, (ii) Tooele County's Five Behavioral Health Goals (defined below), (iii) this Agreement, and (iv) applicable state law; and,

**WHEREAS**, consistent with County procurement requirements, proposals for the statutory services were solicited for a Managed Care Organization ("MCO") with final approval by the Tooele County Commission; and,

**WHEREAS**, the Contractor is deemed an acceptable MCO under exigent circumstances of the County's procurement policies;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

## I. DEFINITIONS

**Appeal** means a request for review by Contractor of a decision made by the County.

**Area Plan** means the DSAMH approved mental health and substance use disorder services plan for Tooele County.

**Contractor** means United Behavioral Health Care, Inc.

**County** means Tooele County, a body politic of the State of Utah and the Local Substance Use Disorder Authority and Local Mental Health Authority through the statutory mandate in Utah Code §§ 17-43-201 & 301 *et. seq.* with TCDHS acting on its behalf.

**County Medicaid Match** means the funds owed by the County to the State of Utah Department of Health.

**DHS** means the Utah Department of Human Services.

**DSAMH** means the Utah Division of Substance Abuse and Mental Health in the Utah Department of Human Services.

**DSAMH Annual Division Directives** means those directives released April 1 of each year by DSAMH pursuant to Utah Admin. Code R.523-1-5.

**Intent to Sanction** has the meaning set forth in Subsection VI.B.5.

**Notice to Cure** has the meaning set forth in Subsection VI.B.1.

**Public Funds** mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or the County or any other county, or any city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of Public funds while in Contractor's possession.

**Recipient** refers to an individual who is eligible for Non-Medicaid services under the County's agreement with the State of Utah, Department of Human Services, Division of Substance Abuse and Mental Health.

**Service or Services** means all those services described in Schedule 1 hereto.

**State** means the State of Utah.

**State Fiscal Year** refers to the time period comprising July 1 to June 30.

**Statutory Services** means those services required for mental health and substance abuse disorders as set forth in Utah Code §§ 17-43-201 and 301 *et. seq.*

**Tooele County Department of Human Services, (TCDHS)** means the local behavioral health department set forth in Utah Code §26A-1-105.5, §17-43-201(3), and §17-43-301(4).

**Tooele County Behavioral Health Goals** means the focused goals which may be amended from time to time. They are:



- Goal 1: Expand community access to mental health and substance use disorder programs and services; and
- Goal 2: Increase prevention and education regarding mental health and substance use disorder programs for the purpose of increasing awareness and reducing stigma; and
- Goal 3: Ensure success and sustainability of mental health and substance use disorder programs and services in Tooele County; and
- Goal 4: Ensure equity of mental health and substance use disorders and services for diverse community members; and
- Goal 5: Ensure that assessments and satisfaction surveys are conducted that gauge client and stakeholder satisfaction with services and responses which support the goals.

**Unfunded or Unfunded Directives** means the DSAMH Annual Division Directives and other unfunded obligations imposed upon County from time to time by DSAMH and/or the State.

## **II. PROGRAM SPECIFIC TERMS AND CONDITIONS**

### **1) Terms and Conditions Specific to Medicaid Services.**

- i. County warrants and represents through this Agreement and by association that it approves and supports Contractor in providing Medicaid covered behavioral health services to County Medicaid eligible individuals under a direct contract between Contractor and the Utah Department of Health.
- ii. County will pay any and all required County Medicaid Match to the Utah Department of Health in the amount, form and by the due date required for such payments.
- iii. Contractor represents and warrants that it shall, effective November 1, 2020, and at all times during the term of the Contract thereafter, have a risk-based agreement with the Department of Health to provide Medicaid covered behavioral health services to Medicaid eligible individuals residing in Tooele County and will do so in accordance with the terms and conditions of such agreement.
- iv. The County will pay \$400,000 annually to Contractor for administrative or operational services provided by the Contractor during the term of this Contract. \$100,000 to be paid quarterly beginning as of October 1, 2020 after execution of this Agreement and at the beginning of each quarter thereafter. Funds are due upon receipt of Contractor's invoice to the County.

### **2) Terms and Conditions Specific to Unfunded Directives (Non-Medicaid) Services for Eligible Recipients.**

Beginning January 1, 2021, or such later date as mutually agreed in writing by the Parties Contractor will provide certain management and administrative services to support the County in meeting the terms and conditions of the County's contract with the State of Utah, Department of Human Services, Division of Substance Abuse and Mental Health; DHS Agreement # A03085 effective July 1, 2020, DHS published Division Directives specific to DHS Agreement # A03085 and the DHS approved Area Plan for Tooele County, excluding any such services related to prevention services

- i. Contractor will be paid an administrative fee of 15% of any funding received by the County under DHS Agreement # A03085 and as identified in the annual funding allocation letter from DHS, less any amounts for substance use prevention services and amounts identified as County Medicaid Match. Such fees to be deducted from funding as received from the County by Contractor. By the 5th of each month Contractor shall invoice County and County shall pay Contractor by the 20th of each month a monthly prorated portion of the remaining balance of the applicable fiscal year funding allocation letter amounts. In the event funding is not available to deliver a Service, the Contractor shall not be responsible for delivery or payment of a Service.
- ii. Contractor agrees to:

- a. Develop a network of qualified contracted providers to timely deliver medically necessary services
  - b. Prevent payments to providers from exceeding available funding for such services and that provider billings comply with all the terms and conditions of this Agreement
  - c. Cooperate with the County in an annual monitoring review of this Agreement.
  - d. Comply with all relevant mutually agreed upon:
    - i. Reporting and record keeping requirements
    - ii. Provisions of the County's agreement with DHS, Agreement #A03085;
    - iii. Applicable procurement statutes and regulations that County must flow down from Federal or State regulatory requirements;
    - iv. Provisions identified in Utah Code § 17-43-101 et. seq.;
    - v. Applicable financial regulations and policies that County must flow down from Federal or State regulatory requirements;
    - vi. Provisions identified in 45 C.F.R. § 92.36, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments";
    - vii. Record retention requirements as stipulated in the County's agreement with DHS #A03085;
    - viii. State auditor guidelines;
    - ix. 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
    - x. Audits required by state or federal guidelines
- iii. Amendments, revisions, or additions to the DSAMH Annual Division Directives and the Area Plan, or to State or Federal regulations, guidelines, or policies and court or administrative orders insofar as they affect the scope or nature of benefits available to unfunded Tooele County residents, shall be amendments to the Services. County will notify Contractor, in writing, of any such changes and their effective date. County and Contractor acknowledge that such changes may impact the work required by the Contractor and accordingly will negotiate mutually agreeable payment rates as a result of such changes.

### 3) Funding for Services and Administration.

- i. **State Funds.** The Contractor shall deliver all State mandated services covered under this Agreement, subject to the availability of funding. In the event funding is not available to deliver a State mandated service, the Contractor shall not be responsible for delivery or payment of that service. The Contractor will undertake reasonable efforts to refer an individual seeking a Service for which funding is not available to a Provider who may be able to provide the Service at a free or reduced cost.
- ii. **County Funds.** Parties contemplate that from time to time, County may seek to provide additional behavioral health services to its residents and may allocate funding for such purposes. In such instances County and Contractor shall cooperate in good faith concerning Contractor's participation in such services and compensation therefor.
- iii. **Grants and Other Fundraising.** County retains the authority to examine and approve or disapprove any and all aspects of the Contractor's grant applications and fundraising, as they pertain to Tooele County, which may have a direct impact on Services, County's behavioral health or prevention programs, or the expenditure of County funds. County shall have the right (within the parameters of the grant) to control the application of Tooele County grant funds to specific Services in its sole discretion.



- iv. **Error in Payment or Application of Funds.** If, during or subsequent to the Term, County determines, through audit or fiscal reviews, that the use of funds under this Agreement were incorrectly reported or paid, the County shall give Contractor written notice of the deficiency and give Contractor thirty (30) days to provide a response. If thereafter the Parties determine the amounts were incorrectly reported or paid, Contractor shall immediately reimburse County for any amounts that were misappropriated. County shall have the right to withhold County funding and any or all other Payments under this Agreement until recoupment of overpayment is made. In the event that a dispute persists, then such continuing dispute shall be submitted to mediation within the following thirty (30) days, preferably with an agent of DSAMH or DHS as mediator.

In the event Contractor, County, the DHS, CMS, or other entity identifies a disallowance, the County and the Contractor shall take appropriate measures as applicable to resolve the disallowance and overpayment. County is responsible to pay any federal disallowances that were a direct result of County's negligent or willful acts.

- v. **Reduction in Funding.** Contractor and County hereby acknowledge that funding for Services may be subject to adjustment or elimination by County, Department, and/or the State. Therefore, to the extent funding is withheld, reduced, or eliminated, the Parties shall confer in good faith to determine whether the purposes of this Agreement may be carried out or if this Agreement should be terminated. notwithstanding the foregoing, County shall have the right to terminate this Agreement in the event that Federal or State funding for Services are materially reduced or eliminated; provided, however, Contractor shall be reimbursed for all Services performed in accordance with this Agreement prior to date of reduction or termination of funding. If funds are withheld, reduced, or eliminated and the Agreement remains in force, County and Contractor will negotiate in good faith a reasonable reduction of Services or other resolution, and if the Parties are unable to reach an agreement, either party may terminate this Agreement upon thirty (30) days advance written notice to the other. County will give Contractor thirty (30) calendar day notice of any reduction of funds.
- vi. **Public Funds.** Contractor, as recipient of Public Funds pursuant to this and other contracts related hereto, expressly understands that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse, and use these Public Funds as authorized by law and this Agreement for the provision of Services to County. Contractor understands that it, its officers and employees may be criminally liable under Utah Code §76-8-402 for misuse of Public Funds. Contractor expressly understands that County may monitor the expenditure of Public Funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor for contract noncompliance or failure to comply with directives regarding the use of Public Funds or for misuse of Public Funds.

#### 4) **Financial Management and Reporting.**

- i. Contractor shall: (i) develop and maintain internal financial controls and reporting and tracking systems to account separately, fully, and accurately for the use of all funds received by Contractor from any source for the purposes contemplated by this Agreement, and any and all funds expended by Contractor in provision of all Services; (ii) develop and maintain internal controls to prevent and detect Fraud; and (iii) provide clarification in financial reports for accounting issues identified by County, upon County request.
- ii. On an annual basis, County shall submit that portion of its State conducted audit which relates to Contractor's behavioral health and integrated services to Contractor for Contractor's review.

- iii. **Required Reports.** Beginning January 1, 2021, Contractor shall provide to County the following reports:

#	Name of Report	Frequency	Period Reported On	Due Date
1	Penetration Report	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
2	Provider Claim Inventory	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
3	Contract Utilization Report	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
4	Claim Denial Reasons	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
5	Service Utilization by Provider	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
6	Service Utilization by Rate Code	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
7	Services Provided Report by Population: a) Medicaid b) Unfunded c) Insurance d) Self-Pay e) Other	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
8	Unduplicated Client Count: a) Medicaid b) Unfunded c) Insurance d) Self-Pay e) Spanish Language	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month
9	Monthly Inpatient Utilization Management Report	Monthly	Fiscal Year to Date	1 <sup>st</sup> Wednesday of each month
10	Monthly Residential Utilization Management Report	Monthly	Fiscal Year to Date	3 <sup>rd</sup> Thursday of each month

- iv. **Accurate Books, Documents, and Records.** Contractor shall maintain complete and accurate books, documents, and records concerning the performance of Contractor's obligations hereunder. Contractor shall maintain all such books, documents, and records in accordance with best industry practices applicable to organizations that provide mental health and substance use disorder treatment services and in strict compliance with the DSAMH Annual Division Directives, as applicable, the DHS, and as may be required by law, by the State, and/or the County.

## 5) Providers and Network.

- i. **Contractor's Network.** Contractor shall establish and maintain a network of providers to deliver Services. Contractor's network of providers will have the capacity to meet needs for Services in Tooele County in accordance with Schedule 1 hereto. Contractor's network will consist of a reasonable number of providers to timely deliver medically necessary services set forth in the County's Agreement with DHS. Contractor shall create, implement, and enforce written policies and procedures for selection and retention of providers. Contractor will consider the following in establishing and maintaining its network of providers: (i) the expected utilization of Services, taking into consideration



the characteristics and mental health care needs of Recipients in Tooele County; (ii) the number and types (in terms of training, experience, and specialization) of health care professionals required to furnish the Services; and (iii) the geographic locations of Contractor's Providers, and Recipients, considering distance, travel time, the means of transportation ordinarily used by Recipients, and whether the location provides physical access for Recipients with disabilities.

- ii. **Provider Selection Approval.** Contractor shall consult with County concerning the initial creation of the Network of Providers and shall meet with County as mutually agreed upon to review the Network of Providers composition and to address any issues related to quality and access to care. In the event Contractor is unable to provide a network solution to a required service in Schedule 1, Contractor and County shall work collaboratively and in a timely manner to identify and recruit sufficient providers to resolve the deficiency.
- iii. **Provider Qualifications.** Contractor shall require Providers to be qualified, in accordance with state and federal law, to deliver Services. As applicable, Providers shall meet the following criteria: (i) shall be in the practice of providing mental health and/or substance use disorder services in the State of Utah as a licensed health care professional under all applicable Utah Laws; if any such provider is not licensed under Utah law or certified by DSAMH, the individual must meet any and all required qualifications for the Service to be provided in accordance with any and all State statutes, laws, ordinances, regulations, and rules including, without limitations as may be promulgated from time to time by State and/or DSAMH. Contractor shall remain responsible for all contractual obligations hereunder, notwithstanding any delegation of such obligations to Providers. Accordingly, prior to admitting any Provider into the Network of Providers, Contractor shall use best efforts and practices to evaluate each prospective Provider's qualifications and ability to perform Services, which shall also include evaluating the qualifications, standards, and practices of any organization that is admitted to the Network of Providers as a Provider including such organization's quality control, licensing, continuing education, and other relevant standards and practices relating to individuals that will furnish Services through such organization.
- iv. **Network Management.**
  - a. Upon County's reasonable written request, Contractor will provide to County written assurances and supporting documentation that demonstrates that Contractor has the capacity to serve the expected enrollment in Tooele County in accordance with Schedule 1 hereto. County's written request shall give Contractor a reasonable amount of time to respond.
  - b. If the Network of Providers is unable to provide Services to a particular recipient, Contractor shall adequately and timely arrange for such Services for such recipient to be provided by qualified mental health and substance abuse disorder providers outside of the Network of Providers, for as long as Contractor is unable to provide such Services.
- v. **Credentialing and Re-credentialing Policies and Procedures.** Contractor shall create, implement, and enforce written policies and procedures for credentialing and re-credentialing Providers in accordance with any and all applicable requirements and best practices articulated by the DHS, DSAMH, and in accordance with applicable Federal and State laws and regulations.
- vi. **Provider Background Checks and Monitoring.**
  - a. Contractor represents and warrants that it has obtained disclosures, under the penalty of perjury, from all Providers of any pending or potential litigation or administrative actions against each such Provider. Contractor represents and warrants that it is not aware of any other pending or potential litigation or administrative action against any Provider as of the date of execution of the provider agreement.

- b. At all times during this Agreement, Contractor shall immediately notify County of any litigation or administrative action that is initiated or threatened against, any Provider or the Network of Providers within seven (7) calendar days of Contractor becoming aware of any such threatened litigation or administrative proceeding related to this Agreement. Further, Contractor shall notify any and all applicable licensing and disciplinary bodies or other appropriate entities as necessary when suspensions or terminations of Providers occur because of violations of the Utah Division of Occupational and Professional Licensing's ("DOPL's") laws, and further, that Contractor shall create, implement, and enforce policies and procedures for monitoring compliance and reporting non-compliance of DOPL's laws.
  - c. Contractor shall create, implement, and enforce policies and procedures for the prompt referral and "hand off" of any Recipient who was seen on a regular basis by any terminated or withdrawn Provider to ensure reasonable continuity of care for each such recipient.
- vii. **Providers' Clinical Records.** Contractor shall require all Providers to comply strictly with its Provider agreement, and Contractor shall perform reasonable audits to ensure compliance. All such policies and procedures governing clinical record keeping shall be consistent with best clinical practices, the DSAMH Annual Division Directives, as applicable, the DHS, and other requirements as may be adopted by State and/or County from time to time, including without limitation with respect to preparation, updating, maintenance, safeguarding, and retention of patient records. Without limiting the generality of anything contained in this Subsection V.B, Contractor shall require that all Providers document all Services in accordance with documentation requirements outlined in the DSAMH Annual Division Directives, as applicable. In the event that any Provider leaves the Network of Providers, Contractor shall ensure that copies of all Recipients records are preserved, are safeguarded for privacy, and are accessible to any subsequent care provider for the purpose of ensuring continuity of care and to minimize disruption of the affected Recipients' ongoing treatment and care.
- viii. **Monitoring/Site Visits and Special Reports and Studies.** Contractor shall conduct audits of Providers in accordance with any DHS requirements, DSAMH Annual Division Directives, as applicable, and best practices to ensure that Providers are complying with all applicable statutes, laws, rules, regulations, and Contractor written policies and procedures. Contractor shall diligently monitor and oversee Providers' performance and the structure and operation of the Network of Providers.
- ix. **Correction of Network and/or Provider Deficiencies.** Contractor shall promptly and diligently correct any deficiencies identified by Contractor.

#### 6) Inspections and Audits.

- i. Contractor shall, upon request therefor, make available to DSAMH, and County, as it pertains to the scope of such audit, for their examination and audit, Contractor's financial records related to Services provided under this Agreement. Contractor shall cooperate fully with each such audit and timely provide all records and information that the audit requires within the scope of such audit. Contractor acknowledges that each auditor shall be entitled to provide a copy of each such final financial audit to County, DSAMH, as applicable. Within thirty (30) calendar days of County's receipt of any such financial audit, County shall provide a copy to Contractor with County's comments. Contractor shall have thirty (30) calendar days to provide its responses to the respective audit and County's comments concerning the audit. If no comments are received from Contractor, the audit shall be deemed final. Contractor shall notify County of the dates of the entrance and exit conferences with each auditor conducting the respective audits hereunder.



- ii. Contractor shall, upon request therefor, make available to DSAMH, and County for their examination, any and all audits of Providers, data concerning the performance of the Network of Providers, including, without limitation, any and all reports and data obtained and/or created by Contractor and any and all other records relevant to its performance of the Services provided to County pursuant to this Agreement.
  - iii. Contractor shall submit and cooperate with all DSAMH service level and performance audits as outlined in DSAMH Annual Division Directives, as applicable, or otherwise required by County. Contractor shall submit to and cooperate with at least one site visit per year and shall complete and submit to County any corrective action plans identified in such audit. The purpose of the audit and site visit shall be to ensure that Contractor follows all DSAMH Annual Division Directives, as applicable.
  - iv. County, DSAMH, and Federal government agencies may inspect, review, and audit any books and records of Contractor and its Providers that pertain to services performed or determinations of amounts payable under this Agreement. Contractor shall make available to County, DHS, DSAMH, and Federal government agencies any of Contractor's records which may be reasonably requested to conduct the inspection, review, or audit. Inspection and audit methods include, but are not limited to, inspection of facilities, review of medical records and other Recipients' data, review of written policies and procedures and other documents, or other means needed by County, the DHS, DSAMH, or Federal government to conduct inspections and audits.
  - v. Contractor shall submit to an audit conducted by the Office of the State Auditor conducted in accordance with prescribed guidelines in Utah Code §62A-15-713. Contractor hereby acknowledges that funds or monies it receives are Public Funds as defined in Utah Code §§ 17-43- 303.
- 7) **Records Retention and Access.** Unless a longer period is required by federal or State law, regulations, rules, or statutes, Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertaining to Services for a minimum of six (6) years after the last payment by County or from the date of submission of the annual financial report, whichever period is longer. All financial and program records pertaining to Services purchased for minors [i.e. clients under the age of eighteen (18)] shall be retained for a minimum of six (6) years after the last payment by County or until the child reaches the age of twenty-two (22) or from the date of submission of the annual financial report, whichever period is longer. All records must be secured in accordance with state and federal guidelines. If any litigation, claim, financial management review, or audit is started before the expiration of this six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 8) **Emergency Management and Business Continuity.** Contractor represents that it has identified the critical functions or processes of its business operations essential for providing the Services required in this Agreement and Contractor shall develop and implement an emergency management and business continuity plan ("Emergency Plan") that will allow Contractor to continue to operate those critical functions or processes during or following short-term or long-term (i.e. greater than six weeks) emergencies, periods of declared pandemic, or other disruptions of normal business. Contractor's Emergency Plan shall include the following:
- a. Evacuation procedures;
  - b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
  - c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
  - d. Communications with staff, appropriate government agencies, and clients' families;
  - e. Transportation;
  - f. Recovery and maintenance of client records; and

- g. Policies and procedures that: (a) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and (b) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, Contractor represents that it shall provide at least annual training concerning Contractor emergency policies and procedures for its staff, and it acknowledges both the County and the State may rely upon this and the other representations of the Contractor in this subsection.

Contractor shall evaluate its Emergency Plan annually and shall modify it as appropriate. Any modifications to the Contractor's Emergency Plan, as applicable to its Tooele County line of business, shall be reported to County and to State within fifteen (15) calendar days of the time the modifications are made. At that time, the Contractor shall also provide both the County and DHS with a copy of the then current Emergency Plan incorporating the identified modifications.

**9) County Engagement.** Contractor shall have a commitment to the Tooele County Behavioral Health Goals and their success. This will be demonstrated by participation and membership on the following committees:

- a. Behavioral Health Executive Committee (Tooele County Director/Program Manager)
- b. Behavioral Health Advisory Committee (Tooele County Director/Program Manager/Provider Representatives)
- c. Others as may be determined or requested and agreed upon by Contractor

**10) Emergency Services.** Contractor shall work with County and corresponding local agencies on County's development of an Emergency Services Plan by the close of FY21.

**11) Marketing Activities.**

- i. Contractor, its employees, Providers, or agents will not conduct direct marketing to Recipients without approval from County.
- ii. All materials related to Services provided in Tooele County will be submitted to the Tooele County Director of Human Services for approval. County requests "attribution" noting the County's contribution in whole or part for any marketing or advertising conducted by Contractor. County reserves the right to deny any and all materials at its discretion.

**12) Grants, Contracts, and Fundraising.**

- i. With respect to contracts and services which are the subject of this Contract, Contractor shall promptly provide County's designated Director of Human Services with such information as is required by the County or State to facilitate monitoring evaluation of Contractor's performance and/or the negotiation of contracts and grants with governmental agencies. Contractor shall meet with the Director of Human Services at least once each quarter to review and evaluate the services provided hereunder. All interaction between Contractor and County and DSAMH regarding all aspects of the behavioral health program shall be accomplished by or under the direction of the Director of Human Services for grants, awards, and corresponding contracts.
- ii. Contractor shall cooperate with County, on County's submission of the Local Area Plan to DSAMH annually. Contractor shall prepare the Local Area plan with County's support as needed, for the County's review, approval and submission to DSAMH.
- iii. County shall receive and prepare applications for Federal and State funds. Contractor shall provide information to County as reasonably requested and necessary to support the grant applications.



- iv. Contractor agrees to cooperate with County in quality assurance activities required by law, regulation, or state or County directive.

### 13) Term and Termination.

- i. **Term of Contract.** This Agreement shall be effective November 1, 2020 through October 31, 2025 (“Term”), and shall otherwise be coterminous with the Contractor’s Prepaid Mental Health Plan Medicaid agreement with the Utah Department of Health unless terminated earlier pursuant to the terms of this Agreement. This Agreement may be renewed for additional one-year terms not to exceed five additional years or may be renewed based upon negotiations for a five-year term.
- ii. **Breach, Notice to Cure, Remedies, and Appeal Rights.** If County determines that Contractor is not in compliance with this Agreement, Contractor, upon written notification by County, shall develop and present a corrective action plan to County within ten (10) business days.
- iii. **Notice to Cure.** County may provide Contractor with a written Notice to Cure regarding the details of Contractor non-compliance. Contractor shall demonstrate compliance within thirty (30) days, or such later by the date as specified in the Notice to Cure. If at the end of the specified time period, Contractor has not demonstrated compliance as determined by County, County may impose a financial sanction as allowed by law or this Agreement, subject to appeal rights below. If a complete cure is not reasonably achievable within the time specified in the Notice to Cure, financial sanctions will not be imposed provided Contractor furnished County with an acceptable written plan to cure, took immediate steps to initiate the cure, and diligently completes the cure.
- iv. **Remedies.** Contractor may be subject to penalties as specified in this Agreement, including withholding of State and County funds, for failure to comply with the terms of this Agreement by the date specified in a Notice to Cure or a corrective action.
- v. **Indemnification.** If the DHS or DSAMH imposes a penalty against County for any prohibited act or omission on the part of Contractor, or for failure to provide an obligation which Contractor was required to perform under this Agreement, Contractor shall indemnify County in an amount equal to the amount of the sanction imposed by the DHS or DSAMH against County. Contractor’s payment shall not be due until the Department or DSAMH has imposed sanctions upon County for acts or omissions related to Contractor’s performance under this Agreement. Notwithstanding anything contained in this Paragraph 3, Contractor shall not be responsible for payment of sanctions imposed against County where such sanctions are the direct result of County’s acts or omissions.
- vi. **Contractor Appeal Rights.** Contractor shall have ten (10) business days from receipt of written Intent to Sanction in which to file an appeal. The appeal must be in writing. An electronic written Appeal is acceptable. Appeals should be addressed to TCDHS point of contact set forth in Subsection VII.A. Upon receipt of the Appeal, County reserves the right to schedule a meeting with Contractor to discuss possible resolution. County will decide on the merits of the Appeal and notify Contractor of final resolution within twenty (20) business days of receiving the Appeal.
- vii. **Termination of Agreement:**
  - a. **Termination for Cause.** Either Party may terminate this Agreement in the event the other Party materially breaches its duties, obligations, covenants, and/or representations and warranties in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of breach, or such longer period as specified in the written notice. Without limiting the generality of the foregoing sentence, the following shall be deemed material breaches by Contractor:
    - (i) material misrepresentations to County;

- (ii) misappropriation of funding;
  - (iii) violation of Federal, State, or local laws and ordinances;
  - (iv) failure to comply with DSAMH Annual Division Directives and DHS or CMS regulations and requirements;
  - (v) failure to monitor and audit Providers; and/or
  - (vi) failure to allow or fully cooperate with audits and to take corrective action thereafter.
- b. **County's Termination for Convenience.** County reserves the right to terminate this Agreement at any time if County determines, in its sole discretion, that it is in County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least ninety (90) days prior to the date of termination for convenience. Contractor agrees that County's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by County or any other claim or cause of action. Contractor shall have no right of appeal regarding the unilateral determination to terminate this Agreement for convenience.
- c. **Automatic Termination.** This Agreement shall automatically terminate at the end date of the Term unless the Parties agree in writing to an extension of the Term.
- d. **Contractor's Termination for Convenience.** Contractor may terminate this Agreement for convenience at any time and without cause by giving County written notice of termination at least one hundred eighty (180) calendar days prior to the termination date. The termination effective date shall be no earlier than the last day of the sixth month following Contractor's written notice. For example, if Contractor gives termination notice on June 1, the termination would be effective November 30 of that year. County agrees that Contractor's termination for convenience will not be deemed a termination for default, nor will it entitle County to any rights or remedies provided by law or this Agreement for breach of contract by Contractor or any other claim or cause of action. County shall have no right of appeal regarding the unilateral determination to terminate this Agreement for convenience.
- e. **CMS/Department-Directed Terminations.** If CMS and/or DHS directs County to terminate this Agreement, County shall have the legal right to terminate this Agreement immediately.
- f. **Funding Allocation in the Event of Termination.** Contractor shall fully account for its actual expenditures during any termination, transition, or phase-out period and shall insure that any unallocated funding remains with DHS and County. Grant funds shall be fully accounted for, grants terminated and returned to the awarding agency, or if appropriate, transferred to the County or County's successor local contracted provider.
- g. **Event of Insolvency.** In the event of Contractor's insolvency, Contractor shall continue to pay Providers for Services Recipients for any period for which County paid or Contractor received Payments and shall thereafter direct State and Medicaid to pay future funds to Providers directly. This includes payment for inpatient Services until discharge.

#### 14) Miscellaneous.

i. **Notice and Points of Contact.**

**For Contractor:**

United Behavioral Health, Inc.  
2525 Lake Park Blvd.  
West Valley City, Utah 84120



Fed Tax I.D. #94-2649097

Tracy Luoma, Executive Director  
Email: [tracy.luoma@optum.com](mailto:tracy.luoma@optum.com)  
Ph: 1-801-982-3018

**For County:**

Tooele County  
47 S. Main, Rm. 204  
Tooele, UT 84074

Attn: Gary K. Dalton, Director  
Department of Human Services  
[gdalton@tooeleco.org](mailto:gdalton@tooeleco.org)  
Ph: 1-435-843-3314

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated above. Notice is effective upon the post marked date.

- ii. **General Insurance Requirements:** County represents that it is self-insured up to \$100,000 and thereafter covered by the Utah Local Governments Trust pursuant to the provisions of Utah Code §63G-7-801. Contractor represents that it carries commercial general liability insurance through Old Republic Insurance Company up to the limits required by State and applicable law; and medical malpractice professional liability insurance through a properly funded program of self-insurance (“Existing Contractor Insurance”). Nothing in this Agreement shall require Contractor to carry different or additional insurance. Subject to the foregoing, any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form basis shall: (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the Term of this Agreement, unless noted otherwise herein, or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.
- a. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either be: (i) currently rated A- or better by A.M. Best Company; or (ii) listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.
  - b. Contractor shall furnish certificates of insurance, acceptable to the County, verifying compliance with these insurance requirements herein provided prior to the execution of this Agreement. Contractor shall also provide updated certificates of insurance within ten (10) calendar days of the anniversary date, or upon the County’s request, of any of the evidenced policies throughout the life of this Agreement.
  - c. In the event any work is subcontracted, Contractor shall require its subcontractor or any Provider, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder, to the extent applicable to the services provided by any such subcontractor or Provider.

- d. The Contractor's insurance policies shall be primary and non-contributory to any other coverage available to the County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.
  - e. In the event that governmental immunity limits are subsequently altered by legislation or judicial judgment, Contractor shall provide a new certificate of insurance within thirty (30) calendar days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.
  - f. Contractor shall provide that coverage required hereunder shall not be canceled or modified without providing thirty (30) calendar days prior written notice to the County in a manner approved by the County Attorney.
  - g. In the event Contractor fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce Payments to Contractor for the costs of said insurance.
- iii. **Specific Insurance Requirements.** To the extent consistent with the Existing Contractor Insurance, Contractor agrees to secure and maintain, at its own cost, during the Term of this Agreement, including all renewal terms, the following minimum insurance coverage:
- a. Worker Compensation Coverage with limits as required by the State of Utah, and employer's liability insurance in the amount of \$1,000,000 per loss. Proof of Worker Compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Contractor shall require its subcontractor(s), including Providers, similarly, to provide Worker Compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
  - b. General Liability Insurance: Contractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody, and control of Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. If Contractor is providing services at more than one site, the general liability insurance shall cover each of those sites. The general liability insurance coverage obtained by Contractor shall be written on a "claims made" basis. A certificate of insurance shall so indicate and be provided to County. The policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Agreement is terminated. Contractor shall increase the limits of such insurance to at least the amount of the limitations of judgments described in Utah Code §63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two (2) years and stated in Utah Admin. Code R37-4-3.
  - c. Professional liability (Errors and Omissions) insurance with a minimum policy limit of \$1,000,000 per occurrence with a \$3,000,000 annual policy aggregate. The professional liability insurance coverage obtained by the Contractor shall be written on a "claims-made" basis. The certificate of insurance shall so indicate and be provided to County. The policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Agreement is terminated.
  - d. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, \$500,000 per occurrence for property damage, or a single combined limit of \$2,000,000.



- e. **Data Breach and Privacy / Cyber Liability Insurance** including coverage for failure to protect confidential information, including Recipients personal information, and failure of the security of Contractor's computer systems or County's systems due to the actions of Contractor which results in unauthorized access to County's data. The limit applicable to this policy shall be no less than \$5,000,000 per occurrence and must apply to incidents related to the Cyber Theft of County's data and property, including but not limited to money, securities, and Recipients personal information.
  
- iv. **Entire Agreement.** County and Contractor acknowledge and agree that this Agreement, together with attachments thereto, constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations, or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing signed by the Parties. Changes in requirements for reporting utilization and expenditure of Federal funds for services will be incorporated into this Agreement by amendment, to the extent applicable. The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. In the event of a conflict between this Agreement and Contractor's Medicaid agreement with DHS, Contractor's agreement with DHS will take precedence and Contractor shall not be liable for breach of this Agreement for abiding by the terms of its agreement with the DHS.
  
- v. **Modifications.** Contractor shall provide the Services outlined in Schedule 1 and such other Services as may be included in County's annual Area Plan, as mutually agreed upon by Contractor, submitted to State each May. Justifiable modifications of program activities, client capacity, or program allocation may be made with prior notice to the County. Any major shift in Service delivery, program emphasis, contract amount, or rates will require an amendment signed by both Parties. No claim for services furnished by Contractor, not specifically described in Schedule 1 or the Area Plan, will be allowed by County.
  
- vi. **Third Parties.** Although this Agreement relates to the provision of benefits for Recipients and payments to Providers, no Recipient or Provider is entitled to enforce any provision of this Agreement against Contractor, nor shall any provision of this Agreement be constructed to constitute a promise by Contractor to any Recipient or Provider. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.
  
- vii. **Independent Contractor.** The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under Federal, State, and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker compensation, disability pensions, and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners, or joint participant in ventures. In the performance of the Services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of County and shall be subject to County's general rights of inspection and review to secure satisfactory performance of this Agreement.
  
- viii. **Assignment.** Contractor shall not assign this Agreement without the written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed, and it is further agreed that said consent must be sought in writing by Contractor not less than thirty (30) calendar days prior to the date

of any proposed assignment. Any assignment made without the prior express written consent of County, as required by this part, shall be deemed null and void.

ix. **Indemnification and Waiver.**

- a. Nothing in this Agreement shall be construed as a waiver by either Party of any protections, rights, or defenses, including without limitation, the provisions of Utah Code §63G-7-604 regarding limitation of judgments. It is not the intent of either Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in this Agreement shall be so interpreted or construed.
- b. Contractor agrees to indemnify, hold harmless, and defend County, State, DSAMH, and their respective officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property, and liens of workmen and material men (suppliers), to the extent arising out of any breach of this Agreement or the negligent acts, omissions, or willful misconduct by Contractor, its agents, representatives, officers, employees, or Providers in the performance of this Agreement; provided, however, the provisions of this subsection shall not apply to any losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or liens of workmen and material men (suppliers) caused by, or resulting from, the negligent, intentional, or willful misconduct of County, its officers, agents, and employees. County shall provide prompt notice to Contractor of any claim that gives rise to indemnification under this provision.
- c. County agrees to indemnify, hold harmless, and defend Contractor and its respective officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property, and liens of workmen and material men (suppliers), to the extent arising out of any breach of this Agreement or the negligent acts or omissions or willful misconduct by County, its agents, representatives, officers, or employees in the performance of this Agreement; provided, however, the provisions of this subsection shall not apply to any losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or liens of workmen and material men (suppliers) caused by, or resulting from the negligent, intentional, or willful misconduct of Contractor, its officers, agents, and employees. Contractor shall provide prompt notice to County of any claim that gives rise to indemnification under this provision.

x. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the Third District Court, Tooele County, Utah.

xi. **Severability.** If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States or the State of Utah to be illegal, void, or unenforceable (the "Invalid Provision"), the validity of the remaining provisions, unless mutually dependent upon the Invalid Provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the Invalid Provision. If it should appear that any provision hereof is in conflict with any statutory provision of the United States or the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform with such statutory provisions.

xii. **Non-Waiver.** No failure of County or Contractor to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other Party with any obligation, responsibility, or



condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

- xiii. **No Officer or Employee Interest.** It is understood that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on a County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or Payments to Contractor.
- xiv. **Ethics Standard.** Contractor represents that it has not:
  - a. provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee;
  - b. retained any person to solicit or secure this Agreement based upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business;
  - c. breached any of the ethical standards set forth in State statute or Tooele County Human Resources Policies and Procedures, Section 17; or
  - d. knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in Utah state statutes or Tooele County ordinances.
- xv. **Code of Conduct.** Contractor agrees to follow and enforce the DHS Provider Code of Conduct, as applicable. Contractor and its officers, employees, and agents shall abide by and follow any applicable professional ethical standards which are binding on them. Contractor agrees to obligate its subcontractors and Providers to abide by these standards.
- xvi. **Governmental Immunity.** County is subject to the Governmental Immunity Act and shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.
- xvii. **Equal Opportunity.** County is an equal opportunity employer. Contractor agrees to abide by provisions of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibit discrimination against any employee or applicant for employment or any applicant/Recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (42 U.S.C. § 12101), which prohibit discrimination on basis of disability; 28 C.F.R. Part 36, in regard to employment, public accommodations, or provision of services, telecommunications, and other requirements; and 45 C.F.R. § 90, which prohibits discrimination on basis of age. Also, Contractor agrees to abide by Utah Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (28 C.F.R. § 35.130(b) in providing any aid, benefit, or service and may not, directly or through contractual, licensing or other arrangements, discriminate against any individual on the basis of disability. Contractor shall ensure that its subcontractors and Providers abide by these equal opportunity requirements.
- xviii. **Nondiscrimination.** Consistent with 42 CFR 438.214(c), Contractor shall not discriminate against particular health care professionals who serve high-risk populations or specialize in conditions that

require costly treatment. Consistent with 42 CFR 438.12, Contractor shall not discriminate for the participation, reimbursement, or indemnification of any mental health care professional who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. Contractor shall give affected mental health care professionals written notice of the reason for its decision if Contractor declines to include individual or groups of mental health care professionals in its Network of Providers.

xix. **Lobbying.**

- a. Contractor, as a recipient of Public Funds, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse, and use these Public Funds as authorized by law and this Agreement for the provision of services to County. Contractor understands that it, its officers, and employees may be criminally liable under Utah Code §76-8-402, for the misuse of Public Funds. Contractor expressly understands that County may monitor the expenditure of Public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor for non-compliance, failure to safeguard the use of Public Funds, or for misuse of Public Funds.
- b. Contractor shall not use any of the Public Funds provided herein for the purpose of influencing or attempting to influence an officer or employee of a governmental agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of a Federal loan, or the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If funds other than those provided under this Agreement are used for the above purposes, Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

xx. **GRAMA.** The Parties acknowledge that the County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-101 - 901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County. Generally, any document submitted to the County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under Utah Code §63G-2-305(1) or (2) shall provide both: (i) a written claim of business confidentiality, and (ii) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of private records or protected trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

xxi. **Confidentiality.** Contractor and County agree that all information provided by either Party in reports of work done, together with any other information acquired by or as a direct result of this Agreement and during the duration of such, shall for all time and for all purposes be regarded by the Parties as strictly confidential and held by each in confidence, and solely for the Parties' benefit and use, and shall not be used by either Party, or directly or indirectly disclosed by either Party, to any person whatsoever outside the scope of this Agreement except with the other Party's prior permission. This provision does not apply to documents that are releasable by either Party under GRAMA, documents required for compliance with State, Federal, or local regulations, or documents evidencing Fraud to be disclosed to law enforcement officials.

xxii. **Employment Eligibility Verification.** Contractor shall register and participate in the Status Verification System before entering into this Agreement, as required by Utah Code §63G-12-402. The Status Verification System is an electronic system operated by the Federal government, through which



an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's supervision or direction and not those who work for another contractor, subcontractor, or Provider, except each contractor, subcontractor, or Provider who works under or for another contractor shall certify to the Contractor by affidavit that the contractor, subcontractor, or Provider has verified, through the Status Verification System, the employment status of each new employee of the respective contractor, subcontractor, or Provider.

- xxiii. **Drug Free Workplace.** The Contractor shall maintain a written Drug Free Workplace policy in accordance with the Drug Free Workplace Act of 1988.
- xxiv. **Time.** Unless otherwise agreed upon by the parties, the time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement.
- xxv. **Captions.** The section and subsection headings contained in this Agreement are for the purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provision hereof.
- xxvi. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one contract binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered electronically shall be deemed an original signed copy of this Agreement.
- xxvii. **Compliance with Laws.** Contractor, in the performance of this Agreement, covenants to comply with all applicable Federal, State, and local laws and ordinances, including regulations for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals, and any other standards or criteria as described herein to assure quality of services.
- xxviii. **Warranties.** Contractor shall be solely responsible to County for the quality of all services performed by its officers, agents, and employees, subcontractors, and Providers under this Agreement. Contractor hereby warrants that the services performed by its officers, agents, employees, subcontractors, and Providers will be performed substantially in conformance with the standard of care observed by similarly situated entities providing services under similar conditions.
- xxix. **Survivability.** Notwithstanding any provisions in this Agreement to the contrary, the Parties agree that the following obligations shall survive the termination of this Agreement: (i) Subsection VII.J, Indemnification and Waiver, (ii) Subsection VII.B and VII.C, pertaining to the insurance liability "tail" provisions, and (iii) Subsection VII.V, Confidentiality.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, each of the undersigned has caused this Contract to be duly executed in its name and on its behalf:

**Tooele County Commission**

DocuSigned by:  
Tom Tripp  
By: 406E9314E584F5

Its: Chairperson

Date: 10/27/2020

**Provider: United Behavioral Health, Inc.**

DocuSigned by:  
Paul M Miller  
By: 72016A1010

Its: Vice President---Finance

Date: 10/21/2020

**Tooele County Department of Human Services**

DocuSigned by:  
Gary K Dalton  
By: 406E9314E584F5

Its: Director, Human Services

Date: 10/27/2020

**Approved as to Form:**

DocuSigned by:  
Colin Winchester  
By: 005548225E183

Tooele County Attorney's Office

10/26/2020



## SCHEDULE 1

### A) Services to Be Provided by Contractor:

1. To the extent that funding is available, Contractor shall provide the following mental health and substance abuse disorder services, those services set forth in Utah Code §§ 17- 43-201 and 301 *et seq.*, and those services mandated in DSAMH Annual Directives, as applicable, and corresponding Utah Code.

#### Mandated Mental Health Services:

- a. Adult and Youth Inpatient Care,
- b. Adult and Youth Residential Care,
- c. Adult and Youth Outpatient Care,
- d. Children/Youth Outpatient Care
- e. 24-Hour Crisis Care
- f. Warm handoff during business hours
- g. Adult and Youth Psychotropic Medication Management
- h. Adult and Youth Psychoeducation Services & Psychosocial Rehabilitation
- i. Adult and Youth Case-Management
- j. Adult Community Support Services (Housing Services)
- k. Children/Youth Community Supports (Respite Services)
- l. Adult and Youth Peer Support Services
- m. Adult and Youth Consultation & Education Services
- n. Services to Incarcerated Persons
- o. Adult and Youth Outplacement
- p. Adult and Youth Unfunded Services
- q. Youth Mental Health Early Intervention
- r. Family Resource Facilitation
- s. School-Based Mental Health Intervention
- t. Suicide Prevention, Intervention, and Postvention
- u. Justice Reinvestment Initiative

#### Mandated Substance Use Disorder Services:

- a. Screening & Assessment
- b. Detoxification Services (ASM IV-D, III.7-D, III.2-D, I-D or II-D)
- c. Residential Treatment Services (ASAM III.7, III.5, III.3, III.1)
- d. Opioid Treatment Programs (OTP-Methadone)
- e. Office-Based Opioid Treatment-Vivitrol, Naltrexone, Buprenorphine
- f. Outpatient - Non-Methadone, ASM I
- g. Intensive Outpatient - ASM II.5 or II.1
- h. Recovery Support Services
- i. Adult and Youth Peer Support Services
- j. Services to Incarcerated Persons
- k. Women's Treatment

2. Adolescent Treatment Discretionary Services: Contractor may use funds from County under this Agreement for the provision of discretionary services to connect Recipients to Services.
3. Contractor shall provide court services and support as follows:

- i) Provide Assessment and Referral Services for court-ordered evaluations and recommendations for specific treatment protocols and Providers in a timely manner.
- ii) Court support to the Tooele County Justice Court, the Third District Court---Tooele, and the Tooele County Sheriff's Office for the provision of evaluations, progress reports, completion reports/certificates, and monitoring services on clients' progress in treatment, including drug testing.
- iii) Ensure fidelity of the Drug Court Program by providing:
  - a) Dedicated Case Management;
  - b) Moral Recovery Therapy (MRT);
  - c) Group Therapy compliant with National Drug Court Standards;
  - d) Individual and Crisis Therapy;
  - e) Weekly Courtroom Support;
  - f) Drug Testing Protocols, Including Oversight of Testing with results communicated to the Case Manager, Clinician, Tooele County Sheriff's Office, and Tooele County Attorney's Office as defined below; and
    - (1) First test to be completed and result communicated to drug court staff within twenty-four (24) hours.
    - (2) If positive, second test to be completed and result communicated to drug court staff within seventy-two (72) hours.
  - g) Inpatient services when and if necessary.

**- End of Schedule 1 -**

Attachments to be made a part of this Agreement and honored by reference are:

Local MHSA Authority Area Plan  
State Division of Substance Abuse and Mental Health (DSAMH) Contract