



Tooele County Council Agenda Item Summary

Department Making Request:

Health

Meeting Date:

Item Title:

State Primary Care Grant - Dental

Summary:

\$72,000 for the period of July 2021 through June 2022 to assist in providing dental services for the underserved population of our county.



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2222305
Department Log Number

222700331
State Contract Number

1. **CONTRACT NAME:** The name of this contract is SPCGP FY2022 - Tooele County Health Department
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAYMENT ADDRESS

Tooele County Health Department
151 N Main St
Tooele UT, 84074-2141

MAILING ADDRESS

Tooele County Health Department
151 N Main St
Tooele UT, 84074-2141

Vendor ID: 31718J
Commodity Code: 99999

"Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor."

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide primary health care services to medically underserved populations.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2021 through 06/30/2022, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$72,000.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Brad Gillies
(435) 277-2463
bgillies@tooelehealth.org

DEPARTMENT

Family Health and Preparedness
Emergency Medical Services
Robbin Williams
(801) 688-3621

Robbinwilliams@utah.gov

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

Attachment A: Special Provisions
Attachment B: Progress Report
Attachment C: Poverty Guidelines

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.

C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Intentionally Left Blank

Contract with Utah Department of Health and Tooele County Health Department, Log # 2222305

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: *Jeff Coombs* 8-19-21
Jeff Coombs Date
Health Officer

By: *Shari A. Watkins* 8/20/2021
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

ATTACHMENT A
SPECIAL PROVISIONS
State Primary Care Grant Program
Tooele County Health Department

I. DEFINITIONS

- A. "Children" means individuals who are age eighteen (18) years old or younger.
- B. "Children who are not eligible for Medicaid or CHIP" means children:
 - 1. Who have applied for CHIP coverage and have been denied;
 - 2. Whose parents refuse to apply for CHIP;
 - 3. Who have been informed that they have lost their Medicaid or CHIP coverage;
 - 4. Who are served before CHIP begins accepting applications; or
 - 5. Who receive a service not covered by CHIP, Medicaid, other public health care coverage, or private health insurance.
- C. "Children who have health insurance" means children who either on their own or through their parent's health care coverage are eligible for:
 - 1. CHIP;
 - 2. Medicaid;
 - 3. Other public health care coverage; or
 - 4. Private health insurance.
- D. "CHIP" means the Utah Children's Health Insurance Program.
- E. "Department" means the Utah Department of Health, Office of Primary Care and Rural Health.
- F. "Eligible Individual" means any person who is a medically underserved individual or any member of that person's family.
- G. "Encounter" means face-to-face contact between an Eligible Individual and the Grantee's provider who exercises independent judgment in the provision of services to the Eligible Individual and where the services provided under the State Primary Care Grant Program are recorded in the Eligible Individual's record.
- H. "Grantee" means Tooele County Health Department.
- I. "Grantee's application" means the Grantee's application to Department for funding under the State Primary Care Grants Program.
- J. "Insufficient Project Progress" means that encounters or visits are not being made based on the requirement of continuity of care in line with the Grantee's application for funding.
- K. "Low income" is defined as including individuals at or below 200 percent of the federal poverty level, as established annually by the Department of Health and Human Services and published annually (see Attachment C, Determination of 200% of Poverty Table).
- L. "Medically underserved individual" includes:
 - 1. A member of a population described by Utah Code Ann. § 26-10b-101(7); or
 - 2. An individual who:
 - i. Is low income; and
 - ii. Resides in the State of Utah or is military personnel (or their spouses) who are in Utah on military assignment; and
 - iii. Is one of the following:
 - (a) Uninsured;
 - (b) Underinsured;
 - (c) A child not eligible for Medicaid or CHIP; or
 - (d) Does not have health insurance that covers a particular primary health care service provided by the Grantee.

- M. "Primary health care" is defined in Utah Code Ann. § 26-10b-101(9).
- N. "Primary health care services" means those services listed in Utah Code § 26-10b-101(9) and in the Grant Application Guidance for the State Primary Care Grant Program.
- O. "Sliding fee scale" means a patient's co-payment or fee for a clinical visit, which varies by income and other variables such as family size, as set by the scale in Grantee's application.
- P. "SPCGP" means the State Primary Care Grant Program implemented under Utah Code § 26-10b-102, Utah Administrative Code R434-30, and the Grant Application Guidance for the SPCGP.
- Q. "Underinsured" means individuals:
 - 1. With public or private insurance that does not cover all necessary primary care services, resulting in out-of-pocket expenses that exceed their ability to pay;
 - 2. Who are denied or cannot obtain full coverage from work;
 - 3. Have health insurance which only covers the worker and not their family; or
 - 4. Have insurance plans with high deductibles or high co-insurance requirements.
- R. "Uninsured" means individuals who do not have:
 - 1. public health insurance (such as CHIP or Medicaid); or
 - 2. private health insurance (because they cannot afford private insurance, are denied private coverage at work, or are denied private coverage for any other reason).
- S. "WIC" means the Utah Department of Health's Women, Infants, and Children Program.

II. PURPOSE

- A. This Contract provides funding to the Grantee for the primary care costs of Eligible Individuals who are underinsured or uninsured. This Contract is meant to provide funds to the Grantee in assisting Eligible Individuals with out-of-pocket medical costs after all other funding sources have been allocated.

III. GRANTEE RESPONSIBILITIES

- A. Grantee shall:
 - 1. Ensure that continuity of Primary Health Care Services is maintained during the Contract;
 - 2. Use an eligibility determination process outlined in the Grantee's application that is consistent with the definition of Eligible Individuals;
 - 3. Assist Eligible Individuals in pursuing permanent health care coverage through public or private health insurance or coverage, either individually or through their parent's health care coverage, by providing referrals or assistance with applications, as necessary;
 - 4. Fund Eligible Individuals' primary care with awarded SPCGP funds until they are able to obtain other more permanent health care coverage;
 - 5. Maintain an electronic health record tracking system of sufficient detail to allow Department to match reported encounters with Eligible Individuals, in accordance with state audit requirements;
 - 6. Serve Eligible Individuals who would not otherwise be served if the grant was not awarded, which Grantee anticipates will be no less than:
 - i. Providing at least 450 new client encounters;
 - ii. Providing at least 0 follow-up encounters; and
 - iii. Providing a total of at least 450 encounters;
 - 7. Provide primary health care services that are consistent with the SPCGP and Grantee's application to Eligible Individuals who would otherwise not be served without SPCGP funding, including:
 - i. Dental services, preventative;
 - ii. Dental services, restorative; and

- iii. Dental services, emergency;
- 8. Comply with the following:
 - i. Services under this Contract shall be provided to residents of Tooele County and surrounding Utah communities;
 - ii. Grantee objectives, including:
 - (a) Continue to provide comprehensive dental health care to Tooele County residents who otherwise would not be able to receive services; and
 - (b) Continue to provide transportation to the Clinic for those without transportation and who live in the outlying areas; and
 - (c) Increase the number of senior citizen patients from throughout the County who have not been receiving dental care;
 - iii. Grantee activities include:
 - (a) Funding staff to provide increased encounters;
 - (b) Partnering with the Tooele County Aging Services for transportation services;
 - (c) Clinic now accepts Medicare plans and is working with Tooele County Aging Services to receive referrals of their clients;
 - iv. Grantee outcomes indicators include:
 - (a) Patient, visit, and transportation counts;
 - (b) Outcomes of exam and treatments; and
 - (c) Patient surveys post-care;
- 9. Charge Eligible Individuals for primary health care services according to the sliding fee scale consistent with Grantee's application or as approved by Department;
- 10. Maintain high quality of care and systematically review the quality of care based on a quality review program and criteria consistent with the Grantee's application, such as:
 - i. Patient satisfaction and access;
 - ii. Quality of clinical care;
 - iii. Quality of the work force and work environment;
 - iv. Cost and productivity; and
 - v. Health status outcomes;
- 11. Immediately notify Department of any problems in implementing or performing the terms of this Contract; and
- 12. Respond in writing to all Department information requests regarding this Contract within ten (10) working days.

IV. FUNDING

- A. Contract funds cannot replace funding from another health care coverage source.
- B. Contract funds can only be used after all other sources of health care coverage are exhausted.
- C. Grantee shall NOT use Contract funds for:
 - 1. Medicaid-enrolled children or individuals;
 - 2. Children or individuals who have health insurance;
 - 3. Children who have CHIP;
 - 4. Non-Utah residents; or
 - 5. Procedures related to termination of a pregnancy.
- D. Grantee shall use Contract funds for Eligible Individuals and their family members.

V. PAYMENTS

- A. Department agrees to pay Grantee a fee for service for each allowable primary health care service encounter directly related to performance of this Contract, based on the encounters reported in Grantee's progress reports:
 - 1. At at \$160.00 per encounter;
 - 2. Up to \$18,000.00 per quarter (for a maximum of 112.5 encounters per quarter); and
 - 3. Up to the full Contract amount.
- B. If encounters exceed 112.5 in a particular quarter, the excess encounters may be applied to any prior or subsequent quarter that does not exceed 112.5 encounters.
- C. Grantee shall be reimbursed following completion of the fourth quarter for encounters during the fourth quarter and for any non-reimbursed encounters from previous quarters, to the extent the total reimbursement for all four quarters does not exceed the total amount of the Contract.
- D. Department may delay, reduce, suspend, or deny payment due to incomplete performance, insufficient services, or Insufficient Project Progress, as determined by Department from progress reports or other monitoring.
- E. Department agrees to pay Grantee quarterly for acceptable encounters after Department has received and approved each Progress Reports.

VI. PROGRESS REPORTS

- A. Grantee shall provide Progress Reports to Department:
 - 1. Via either:
 - i. Online entry of data on Department's website, using the website link provided in Attachment B; or
 - ii. Using the template provided by Department in Attachment B and emailing the completed report to Department at the email address provided in Attachment B;
 - 2. By the following dates after the end of each reporting period:
 - i. First Quarter (from July 1, 2021 through September 30, 2021) due October 10, 2021;
 - ii. Second Quarter (from October 1, 2021 through December 31, 2021) due January 15, 2022;
 - iii. Third Quarter (from January 1, 2022 through March 31, 2022) due April 15, 2022; and
 - iv. Final Quarter (from April 1, 2022 through June 30, 2022) due July 5, 2022; and
 - 3. That summarize the specific activities and outcomes related to the services and objectives performed under this Contract for each quarter, by describing:
 - i. All requirements for the SPCGP Progress Report Instructions and Tables;
 - ii. The extent that the specific measures of this Contract have been met; and
 - iii. An evaluation of success related to the objectives performed under this Contract.
- B. Department may assess Grantee a daily penalty for each Progress Report that is incomplete or not submitted on time.
 - 1. The following penalty will be assessed for each work day reports are late or for which the report remains incomplete:
 - i. Quarterly Progress Reports: A penalty of \$100.00 per work day for late Quarterly Progress Reports; and
 - ii. A penalty of \$150.00 per work day for a late Final Progress Report.
 - 2. If Grantee funds subject to penalty have already been expended, the penalties may be applied to funds awarded in the future to Grantee by Department.

3. Department may continue to assess penalties to reports submitted that are incomplete and inaccurate, and payments may be delayed or suspended until Department accepts and approves the Progress Reports.

VII. ACKNOWLEDGEMENT OF FUNDING

- A. Grantee shall acknowledge that funding was provided by the Department on all publicly disseminated information, applications, advertisements, marketing, and announcements related to the Project.
 1. Grantee's acknowledgement must include:
 - i. The percent of funding used to fund the overall Project;
 - ii. The total dollar amount of funding provided for the Project; and
 - iii. The percentage and dollar amount of total costs of the Project that are financed by non-governmental sources.

VIII. DISPUTE RESOLUTION

- A. If any dispute arises during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in Sections B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of a Department decision, Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, requirements, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4). In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this contract and applicable law or rules, the provisions of applicable law or rules shall control.

**Attachment B
Progress Report Instructions and Tables**

Attention: Progress Reports may now be filled out online [HERE](#).

PROGRESS REPORT DUE DATES

Progress Report Date Due to DEPARTMENT		Reporting Period Covered by Progress Report
First Period Progress Report:	October 10, 2021	July 1, 2021 through September 30, 2021
Second Period Progress Report:	January 15, 2022	October 1, 2021 through December 31, 2021
Third Period Progress Report:	April 15, 2022	January 1, 2022 through March 31, 2022
Final Period Progress Report:	July 5, 2022	April 1, 2022 through June 30, 2022

PLEASE NOTE: If the due date is a Saturday, Sunday, or Holiday, the Progress Report will be due the following day or Monday, whichever is soonest.

The OPCRH reserves the right to request additional information and/or corrections to Progress Reports before authorizing contract payments. Please report only the visits that were funded by this grant. This is very important as we use these numbers to report to government agencies concerning the success of this program. Progress Reports must be submitted electronically to opcrh@utah.gov. Email copies will be accepted as meeting the deadline if they are received by OPCRH no later than 5:00 p.m. on the due date. Each Progress Report must contain all the information specified in these Progress Report Instructions and Tables, including the identifying information, financial information, all narrative information required for that reporting period, and correct statistical tables.

Please remember that information on the Progress Report is required and **must be submitted in one (1) complete packet**

PENALTIES

A penalty of \$100.00 per business day may be assessed for late or incomplete Progress Reports. A penalty of \$150.00 per business day may be assessed for a late or incomplete Final Progress Report (due no later than July 5th). Penalties may be assessed until a complete, accurate report has been submitted and approved. If contract funds have already been expended, these penalties may be applied to reduce future contract awards to that contractor under the SPCGP.

SPCGP Quarterly Progress Report

Office of Primary Care and Rural Health, Utah Department of Health

To submit your report data online, click [HERE](#). To submit your report by email, complete the following form and email it to opcrh@utah.gov.

Name of Contractor _____ Date Submitted _____

Name of Contract 2022 SPCGP

Name of individual responsible for completing this report _____

Telephone () _____ Fax () _____

Progress Report Schedule <i>Please Select ONLY One (1) Per Report</i>	Reporting Period Covered by Progress Report
<input type="checkbox"/> Due Date: October 10, 2021	July 1, 2021 thru September 30, 2021
<input type="checkbox"/> Due Date: January 15, 2022	October 1, 2021 thru December 31, 2021
<input type="checkbox"/> Due Date: April 15, 2022	January 1, 2022 thru March 31, 2022
<input type="checkbox"/> Final Due Date: July 5, 2022	April 1, 2022 thru June 30, 2022

FOR TABLES 1 THROUGH 3,

USE ONLY NUMBERS REPORTED FOR THE MOST RECENT REPORTING PERIOD

(Include only patients who received services in the most recent reporting period that were funded by 2022 SPCGP funding.)

1. Visit information

Primary Care Grant Program Visits <i>(the number of new patient visits plus the number of follow-up visits should equal your total number of visits)</i>		
Number of new <i>SPCGP</i> patient visits for the Reporting Period <i>(first time visits only)</i>	Number of follow-up <i>SPCGP</i> visits for the Reporting Period <i>(all additional visits with previously seen patients)</i>	Total number of <i>SPCGP</i> patient visits for the Reporting Period <i>(first time + follow-up)</i>

"Visit" means a face-to-face contact between an Eligible Individual or their family member and a provider who exercises independent judgment in providing services to the Eligible Individual under the SPCGP, which are recorded in the patient's medical record.

"Eligible Individual" is defined by your Contract

2. Patients by Income_Level

Percent of Poverty Level	Number of Patients
100% and below	
101 - 200%	
Above 200%	
Unreported or Unknown	
Total Patients	

3. Patients by Insurance Status

Insurance Status	Number of Patients
Uninsured	
Underinsured	
Unreported or Unknown	
Total	

FOR QUESTIONS 4 THROUGH 6, CHECK ONE (1) BOX PER QUESTION AND PROVIDE AN EXPLANATION IF REQUIRED

4. Does your agency maintain a separate account where funding awarded under the Contract will be deposited Yes No

If No, please explain. _____

5. Does your agency use and maintain a tracking methodology for patients, visits, and services provided under the SPCGP award Contract? Yes No

If No, please explain. _____

6. Did your agency become aware of any error(s) caused by any SAVE verification that inappropriately denied or significantly delayed SPCGP benefits to an eligible individual? Yes

No N/A

If yes, please describe. _____

**FOR QUESTIONS 7 THROUGH 10, INCLUDE ONLY PATIENTS
AND VISITS THAT WERE PART OF 2022 SPCGP FUNDING.**

(Do not copy and paste from your previous reports!

Please limit your responses to half of a page for each question.)

7. For this quarter, please describe each of your Project activities and outcomes related to the Project services and objectives outlined in your Contract. In responding, please review each Project service and objective listed in your Contract.

8. For this quarter, please describe “how” your Agency has met your Project service and objective goals, as outlined in this contract, by providing specific measures and evaluation of success. Include percentages for your Project services, client encounters, new clients and all contracted objectives.

If any Project service requirements or objectives have not been met, please:

- a. state any concerns you may have in meeting those services and objectives; and
- b. Provide an explanation of your plan of action to meet the Project services and objectives in the upcoming quarter(s).

9. Optional: If there is other information that you would like to provide to OPCRH about your Project services and/or objectives, their implementation, or unmet needs of your Project, please describe them below. (Limit to ½ page)

10. Optional: In 1/2 page or less, please describe success stories about how the services you provided during this period helped particular individuals or the community.

Attachment C
2021 Poverty Guidelines

Persons in Household	48 Contiguous States and D.C. Poverty Guidelines (Annual)						
	100%	133%	138%	150%	200%	300%	400%
1	\$12,880	\$17,130	\$17,774	\$19,320	\$25,760	\$38,640	\$51,520
2	\$17,420	\$23,169	\$24,040	\$25,860	\$34,840	\$52,260	\$69,680
3	\$21,960	\$29,207	\$30,305	\$32,940	\$43,920	\$65,880	\$87,840
4	\$26,500	\$35,245	\$36,570	\$39,750	\$53,000	\$79,500	\$106,000
5	\$31,040	\$41,283	\$42,835	\$46,560	\$62,080	\$93,120	\$124,160
6	\$35,580	\$47,321	\$49,100	\$53,370	\$71,160	\$106,740	\$143,320
7	\$40,120	\$53,360	\$55,366	\$60,180	\$80,240	\$120,360	\$160,480
8	\$44,660	\$59,398	\$61,631	\$66,990	\$89,320	\$133,980	\$178,640

Add \$4,540 for each person over 8