

## CONTRACT FOR SERVICES

CHILDREN'S JUSTICE CENTER  
MENTAL HEALTH TREATMENT PROVIDER

**CONTRACTING PARTIES:** This Contract is between **TOOELE COUNTY**, 47 S. Main Street, Tooele, UT 84074 which includes the **TOOELE COUNTY CHILDREN'S JUSTICE CENTER** (referred to in this Contract as CJC), and **VALLEY BEHAVIORAL HEALTH**, 100 S. 1000 West, Tooele, UT 84074 (referred to in this Contract as the "Contractor").

### CONTACTS FOR LEGAL NOTICES:

	CONTRACTOR	TOOELE COUNTY
Title	Valley Behavioral Health	Scott Broadhead, County Attorney
Telephone		(435) 843-3121
Email		sbroadhead@tooeleco.org
Address	100 S. 1000 W.	74 South 100 East, #26
	Tooele, UT 84074	Tooele, UT 84074

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## **PART I: GENERAL PROVISIONS**

### **SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS**

1. **PURPOSE AND SCOPE OF CONTRACT:** Licensed mental health professional provides treatment services for child abuse victims and their non-offending family members and provides oversight of the CJC Implementation of the Pediatric Integrated Post-Trauma Services.

The services and activities the Contractor shall provide are described in more detail in Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") in this Contract.

2. **CONTRACT PERIOD AND RENEWAL OPTIONS:**

- a. **Contract Period:** This Contract is effective as of **June 1, 2021** and terminates on **May 31, 2022**, unless terminated sooner in accordance with the terms and conditions of this Contract.

- b. **Contract Renewal:** This Contract may not be renewed.

3. **AUTHORITY AND PROCUREMENT:**

- a. The authority for this Contract is set forth in the Tooele County Code and other related statutes authorizing purchases on behalf of the County.

4. **TOOELE COUNTY'S DISCRETION ABOUT CLIENT PLACEMENTS:** Tooele County makes no express or implied guarantee or representation that it will place or maintain any clients with the Contractor; that it will refer any clients to the Contractor; or that any clients will select the Contractor to provide or maintain services. The primary consideration in placing clients shall be the client's needs as determined solely in the discretion of the CJC.

5. **DOCUMENTS INCORPORATED BY REFERENCE:**

- a. All documents identified in this Contract.

- b. All statutes, regulations, and federal policies that apply to this Contract.

- c. The Contractor's Response to the Tooele County Procurement.

### **SECTION B: CONTRACTOR'S LEGAL STATUS, TRAINING, INDEMNIFICATION, AND BUSINESS CONTINUITY RESPONSIBILITIES**

1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind Tooele County or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be



construed to limit the Contractor's authority to bind itself to agreements, settlements, or liability, as long as such agreements, settlements or liability affect only itself and not Tooele County. The Contractor is not authorized to act as an agent for Tooele County, except as expressly provided in this Contract. Persons employed by Tooele County and acting under direction of Tooele County shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of Tooele County except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract.

2. **TAX INFORMATION:** It is the Contractor's responsibility to pay all applicable taxes. If the Contractor needs any information regarding State tax liability, the Contractor should contact the Utah State Tax Commission. If the Contractor needs any information specifically from Tooele County in order to facilitate the seeking of a State tax exemption, the Contractor may contact Tooele County.
3. **TRAINING FOR CONTRACTOR'S STAFF:** The Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities under this Contract and that the staff is familiar with the requirements imposed by this Contract and applicable laws. In addition, the Contractor represents that it provides at least annual training for its staff on its plan and it acknowledges that Tooele County may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall provide Tooele County with a copy of its plan upon execution of this Contract. The Contractor shall evaluate its plan at least annually. Any modifications to the Contractor's plan shall be provided to Tooele County within 15 days of the time the modifications are made.

4. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**
  - a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah.

The Contractor's general and professional liability insurance policies shall include an endorsement that names the Tooele County officers and employees as additional insureds. The additional insured endorsement shall provide Tooele County and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

b. **Types of Liability Protection the Contractor Shall Provide:**

(1) **Private Contractor – Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the self-insurance provision below:

(a) *General Liability Insurance:* The 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 the 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 the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a “claims-made” basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar “tail” provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.

(b) *Professional Liability Insurance:* If the Contractor is and/or employs doctors, dentists, social workers, mental health therapists or other professionals to provide services pursuant to this Contract, the Contractor shall maintain a policy of professional liability insurance (“malpractice insurance”) with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a “claims-made” basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar “tail” provision such that the policy covers claims reported up to three years beyond the date that this Contract is terminated.

c. **All Contractors – Workers’ Compensation:** The Contractor shall comply with the Utah Workers’ Compensation Act which requires employers to provide workers’ compensation coverage for their employees.

d. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) agrees to the following indemnification:



- (1) **Indemnification by Non-Governmental Contractor:** If the Contractor is not a governmental entity of Tooele County, the Contractor agrees to and shall defend, hold harmless and indemnify Tooele County, CJC, and their officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of Tooele County.
  
- (2) **Definition of the Term "Claim":** As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
  
- (3) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon claims and shall pay all costs and expenses including attorney's fees, but Tooele County shall have the option to participate in the defense of any such suit in which Tooele County perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of Tooele County. In the latter situation, the Contractor shall notify Tooele County within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of Tooele County. In the event the Contractor fails to notify Tooele County within this timeframe, the Contractor shall defend and indemnify Tooele County even if the claim arises out of the sole negligence of Tooele County. The participation by Tooele County in the defense of a claim does not relieve the Contractor of any obligation pursuant to this Contract. However, if Tooele County elects to retain independent counsel, Tooele County shall pay the attorney's fees and costs associated with such counsel except where Tooele County retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of Tooele County. If a finding is later made that the claim did not arise out of the sole negligence of Tooele County, the Contractor shall reimburse Tooele County for all costs including attorney's fees incurred by Tooele County.
  
- (4) **No Subrogation or Contribution:** The Contractor has no right of subrogation or contribution from Tooele County for any judgment rendered against the Contractor.

## SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS AND TOOELE COUNTY POLICIES

1. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations,

and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.

2. **CERTIFICATION OF NON-DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor shall submit a written explanation and shall obtain *prior* written approval for this Contract from the Tooele County Attorney. Failure of the Contractor to obtain such prior written approval shall be considered a material breach of this Contract.
3. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, Tooele County may terminate this Contract immediately.
4. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The Contractor shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.

## **SECTION D: ACCESS TO RECORDS, COMPLIANCE MONITORING, AND RECORD KEEPING RESPONSIBILITIES**

1. **ACCESS TO RECORDS AND MONITORING OF PERFORMANCE:** Tooele County shall have immediate access to all records relating to this Contract, and the Contractor shall not limit or interfere with Tooele County's access rights.

Tooele County shall have the right to monitor the Contractor's performance pursuant to this Contract. Monitoring of Contractor's performance shall be at the complete discretion of Tooele County. Performance monitoring may include both announced and unannounced visits. The Contractor shall allow independent auditors State and federal auditors or contract reviewers to have access to any records related to this Contract, including all personnel, training, client, treatment and financial records (such as accounting records and supporting documentation) for audit review and inspection.

2. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to screenings, assessments, applications, determination of clients' eligibility (if applicable), the provision of services, treatment, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.



3. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
  - a. **Records Relating to Adult Clients:** The Contractor shall retain all adult client records (including records that support Title XIX reimbursements) for at least six years from the date of last service to the adult client.
  - b. **Records Relating to Child Clients:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
  - c. **Administrative Records:** The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.
  - d. **Discontinued Operations:** If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect Tooele County access rights by implementing one of the following options:
    - (1) Transfer the client records to a successor agency or entity which has:
      - (a) entered into a contract with Tooele County to provide such services formerly provided by the Contractor; and
      - (b) agreed to provide Tooele County with the same access to the records as required under the Contractor's contract with Tooele County; or
    - (2) Deliver the client records to an office within the Contractor's organization under an arrangement by which the Contractor authorizes Tooele County to have continuing immediate access to the records.
    - (3) With the prior written consent of Tooele County, which may be withheld for any reason, deliver the client records to Tooele County.
    - (4) **Alcohol and Drug Abuse Patient Records:** If the Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor shall comply with the following requirements before destroying the records of any patients served pursuant to this Contract:
      - (a) the Contractor shall notify Tooele County in writing at least 30 days before it discontinues its operations or ceases to provide its services.

- (b) upon request from Tooele County, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to Tooele County; and
    - (c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to Tooele County.
  - e. **Audits and Litigation:** The Contractor shall maintain all records related to any audits initiated by federal and state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or the time for appeal has expired, or for six years from the date of termination of this Contract, whichever is longer.
  - f. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be cross-shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.
4. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** Client records are confidential. The Contractor shall restrict access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Contractor shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, USB drives, etc.) the medium shall be password protected. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.
5. **LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION:** The Contractor shall have and comply with policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to Tooele County. The policies and procedures shall address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures shall also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by the loss against potential damages as well as to prevent future losses.

The Contractor shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Contractor's policies and procedures, the Contractor shall notify the following individuals of the loss no later than 24 hours after it is discovered:



- a. The Tooele County Contact Person identified on the front of this Contract; and
- b. The client or the client's parent(s) or legal guardian.

## **SECTION E: SUBCONTRACTING, ASSIGNMENT, AMENDMENTS, AND DISPUTE RESOLUTION PROCEDURES**

1. **CONTRACT ASSIGNMENT:** The Contractor may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the CJC Director and the Tooele County Attorney, which may be withheld for any reason.
  - a. No contract assignment shall be binding upon Tooele County until the following requirements have been met:
    - (1) The Contractor submits its request to assign the Contract to Tooele County on the "Tooele County Consent to Contract Assignment" (Contract Assignment) form;
    - (2) The proposed Assignee submits all documentation required by the original procurement, demonstrating that it meets all contract qualifications and has the capability to provide all contract services;
    - (3) Tooele County evaluates the proposed Assignee's documentation and makes a recommendation to the CJC Director as to whether the proposed Assignee is qualified and capable of complying with all Contract requirements;
    - (4) The Tooele County Attorney reviews CJC Director recommendation and determines in writing that the assignment does not appear to violate procurement rules;
    - (5) The CJC Director approves the assignment by signing the "Contract Assignment" form.
  - b. Upon execution of the Assignment Agreement between the assignor and assignee and written approval by Tooele County as evidenced by execution of the "Tooele County Consent to Contract Assignment" form:
    - (1) Assignor shall have no further authority to perform pursuant to this Contract and shall make no claim for benefits arising from this Contract; and
    - (2) The Tooele County Consent to Contract Assignment form shall be made a part of this Contract by attachment.
  - c. Notwithstanding any agreement between the assignor and assignee, Tooele County may hold the assignor and assignee jointly and severally responsible for all obligations, losses, damages, injuries, liabilities, suits, claims, and proceedings arising out of the

performance of this Contract. This provision shall survive the termination of this Contract.

2. **CONTRACT AMENDMENTS:** The parties may modify this Contract only by written amendment signed by the parties and approved by the CJC Director and Tooele County Attorney with the exception of Paragraphs a. and b. below. Any amendments shall be attached to the original signed copy of this Contract.

- a. **Federal or State Budgetary Action:** If federal or State budgetary action necessitates or requires a change in the service rates or the payments to be made pursuant to this Contract, Tooele County shall advise the Contractor of the change via written notice signed by the CJC Director. The notice shall identify the new rates or payments, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
- b. **Financial Reporting Requirements:** If federal, State or Tooele County financial reporting requirements change, Tooele County may advise the Contractor of the changes via written notice signed by an authorized representative of Tooele County. The notice shall specifically identify the new reporting requirement(s) and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**

3. **REMEDIES:** If Tooele County determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, Tooele County may do any of the following:

- a. **Disallow Contractor Expenditures.** Tooele County may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.
- b. **Withhold Payment.** Tooele County may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with State and federal law.
  - (1) If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, Tooele County may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. Tooele County shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Tooele County shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.
  - (2) If an independent CPA audit or Tooele County review determines that the payments made by Tooele County to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, Tooele County may



adjust or withhold the Contractor's payments for the remainder of the contract period or until Tooele County fully recoups the funds.

- c. **Require Repayment.** Upon written request by Tooele County, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Contractor. In the alternative Tooele County shall have the right to withhold any or all subsequent payments pursuant to this Contract until Tooele County fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.
- d. **Require Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by Tooele County.
- e. **Terminate the Contract.** Tooele County may terminate this Contract in accordance with the contract termination provisions outlined below.
- f. **Pursue Any Legal Remedy.** Tooele County and the Contractor may avail themselves of all remedies allowed by state or federal law.

- 4. **CONTRACT DISPUTES – ADMINISTRATIVE REVIEW:** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with Tooele County by filing a written appeal with the CJC Director within 30 days of the disputed Tooele County action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Tooele County Attorney.

The CJC Director shall have 60 days to issue Tooele County written response to the Contractor's appeal. The Tooele County Attorney may designate another Tooele County employee to review and respond to the Contractor's appeal.

5. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Thirty Days' Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party 30 days written notice.
- b. **Immediate Termination.** If the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows Tooele County to terminate the Contract immediately for a violation of that provision, Tooele County may terminate this Contract immediately by notifying the Contractor in writing.
- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties shall use their best efforts to provide for uninterrupted client services.

d. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Contractor rendered before termination. The Contractor shall have no claim for services not rendered. Tooele County shall not pay Contractor for any of the Contractor's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**

e. **Records Retention and Access after Termination.** The Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and Tooele County access to records and shall ensure that the Contractor's staff properly maintains all records. **This provision shall survive the termination of this Contract.**

6. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.

7. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:

a. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:

- (1) denial of services covered by this Contract;
- (2) exclusion from a program covered by this Contract; or
- (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and

b. The Contractor shall establish and maintain a tracking system identifying the nature and outcome of each grievance.

c. If the Contractor denies a grievance or fails to respond to a grievance in a timely fashion, the client or applicant may contact the CJC Director in writing. The CJC Director or designee will attempt to resolve the grievance.



## **PART II: SCOPE OF WORK AND SPECIAL CONDITIONS**

### **SECTION A: BACKGROUND, PURPOSE, AND DEFINITIONS**

#### **1. BACKGROUND:**

In the state of Utah, each year over 5,000 children are evaluated in Children's Justice Centers (CJCs). As defined by SAMHSA, pediatric traumatic stress in an "immediate reaction such as panic, helplessness, dissociation, and freezing; and intermediate and longer-term reactions, including symptoms, such as nightmares and other re-experiencing phenomena; diagnostic syndromes, such as post-traumatic stress disorder and panic disorder; and functional impairments, such as school difficulties and withdrawal from peer engagement." Even though over 60% of children receive or are referred to therapy by CJCs (NCA Statistics, 2015), there is currently no standard process for CJCs to effectively assess for and deliver evidence-based trauma specific services for the children they serve.

The University of Utah and Primary Children's Center for Safe and Healthy Families are collaborating on a project, funded by the National Child Traumatic Stress Network (NCTSN), titled Pediatric Integrated Post-Trauma Services. The purpose is to develop and pilot clinical processes and tools for CJCs to effectively detect, assess, and treat children exposed to traumatic events. The dissemination of this project has significant implications where over 300,000 children receive evaluations at children's justice and advocacy centers nationwide. The project goals include the development of an evidence-based care process model and decision support tools for children exposed to potentially traumatic events and implementation of the trauma assessment model as part of a comprehensive trauma treatment strategy that can be delivered within or coordinated by CJCs.

Frontline providers in CJCs are often the first contact with a child or teen who has suffered a traumatic experience, requiring expertise to detect, assess, and manage any and all of the kinds of cases. Implementation of a trauma informed process to effectively assess and treat pediatric trauma can provide stepwise guidance, decrease provider variation, enhance frontline provider interventions, and improve access and use of evidence-based practices.

#### **2. PURPOSE:**

The need exists to provide trauma focused treatment services for child abuse victims and their families and to offer oversight of the CJC implementation of the Pediatric Integrated Post – Trauma Services (PIPS).

#### **3. DEFINITIONS:**

For purposes of this Scope of Work, the following definitions apply:

a. **Administrative Staff:**

The Contractor's management staff that do not supervise or provide direct services to Clients.

b. **Applicant:**

An individual who has requested a background screening.

c. **Background Screening:**

The review of an applicant's criminal history and abuse, neglect, or exploitation history through one or more criminal, abuse, neglect, or exploitation databases for the purpose of determining whether the applicant may have direct access to Clients.

d. **Background Screening Clearance:**

For Contractors licensed through the Department of Human Services Office of Licensing (DHS/OL), DHS/OL has conducted an applicant's background screening and has cleared the applicant to have direct access to Clients.

e. **Behavioral Health Care:**

Services to include, but not limited to mental health services for victims of child abuse and their non-offending family members.

f. **Client:**

- (1) Children who present with trauma symptoms relating to child abuse.
- (2) Siblings of child victims who present with trauma symptoms.
- (3) Other non-offending family members who report trauma symptoms.

g. **Client Identifying Information:**

Children and/or families referred through the CJC.

h. **Direct Access:**

An individual who has or likely will have contact with or access to a Client that provides the individual with an opportunity for personal communication or touch.



i. **Direct Care Staff:**

Staff that provides supervision of a Client or care directly to a Client. This may include providing educational, vocational, therapeutic, or mental health professionals, but does not include support staff or administrative staff.

j. **Direct Supervision:**

The staff person being supervised is under the uninterrupted visual and auditory surveillance of the person doing the supervising.

k. **Diagnostic and Statistical Manual of Mental Disorders – Fifth Edition (DSM V):**

The DSM V published by the American Psychiatric Association.

l. **Evaluations:**

Evaluations are conducted before treatment and include an assessment of the child's characteristics, history of traumatic behavior, risk of harm to self or others, and capacity to benefit from treatment.

m. **Evidence-Based:**

A treatment modality based on research that has been independently validated through scientific methodology in which findings have demonstrated effective and measurable outcomes for pediatric trauma.

n. **Face-to-face:**

The Client is present with the mental health professional in the setting in which the service is being provided (individual or group), or when conducting tele-health communication sessions.

o. **Grievance:**

A formal claim or allegation regarding a condition, circumstance, incident, or action involving the Contractor or provider.

p. **Intern:**

Graduate and post-graduate trainees who may provide services, as approved by and consistent with Utah Department of Commerce, Division of Occupational and Professional Licensing (DOPL).

q. **Trauma-Informed Care:**

Assessing maltreatment and modifying treatment based on the understanding of neurological, biological, psychological, and social effects of trauma. It is not a set of specific services but a concept that places trauma at the center of treatment.

The concept of trauma-informed care is based on the data found in the Adverse Childhood Experiences (ACE) study found at <http://www.acestudy.org>.

r. **Treatment Plan:**

A written, individualized plan that contains measurable treatment goals related to problems identified in the psychiatric diagnostic evaluation.

s. **Victim Advocates:**

Professionals trained to support victims of crime. Advocates offer victims information, emotional support, and help finding resources and filling out paperwork. Sometimes, advocates go to court with victims. Advocates may also contact organizations, such as criminal justice or social service agencies, to get help or information for victims.

## SECTION B: CONTRACTOR REQUIREMENTS

The Contractor shall comply with the following requirements, in addition to the requirements for offender evaluation, offender intervention, and survivor services.

1. **LICENSURE:**

The Contractor shall:

- a. Ensure each mental health professional employed by or under contract with the Contractor that is providing diagnostic and/or rehabilitative mental health services maintains a current professional license from the DOPL.
- b. Maintain a current license issued by the Utah Department of Human Services Office of Licensing (DHS/OL) for Outpatient Treatment if providing individual, or group psychotherapy. *In accordance with Utah Administrative Code Rule R501-21-5 (D) with an emphasis on domestic violence.* If the Contractor is subcontracting, the Contractor shall maintain a copy of the subcontractor's current Outpatient Treatment license.

2. **BACKGROUND SCREENING REQUIREMENTS:**

Contractors licensed through DHS/OL shall provide direct supervision of all persons with direct access to Clients until the applicant receives written verification of background screening clearance from DHS/OL. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DHS/OL.



### 3. **TRAINING REQUIREMENTS:**

#### a. **General Training:**

Mental health services are provided by professionals with training in, and who deliver, trauma-focused, evidence-supported, mental health treatment. All mental health providers meet the following training requirements:

- (1) Mental health provider(s) has completed 40 contact hour CEUs in accordance with the provider's mental health related license requirements, CEUs from specific evidence-based treatment for trauma training, and clinical supervision hours by a licensed clinical supervisor.
- (2) Clinicians demonstrate completion of continuing education in the field of child abuse consisting of a minimum of 8 contact hours annually and trauma informed care CEUs of 10 contact hours annually.
- (3) Clinicians must participate in ongoing clinical supervision/consultation.
- (4) Laws regarding unlawful sexual activity with a minor.
- (5) Compliance with laws related to mandatory reporting of abuse to outside authorities.

### 4. **DOCUMENTATION REQUIREMENTS:**

#### a. **Contractor Administrative Records:**

The Contractor shall develop and maintain written documentation to support the following:

- (1) Applicable insurance (i.e., General liability, professional liability [for professional clinical staff], automobile), including additional insured endorsements, pursuant to the insurance requirements contained in Part I of this Contract;
- (2) Current program license and business licenses;
- (3) Employee background screening approvals;
- (4) Employee training documentation;
- (5) Copies of individual mental health professional licenses and certifications;

- (6) Documentation that the clinical oversight is occurring through regular support and supervision by clinical staff in employee files;
- (7) Contractor's policies and procedures.

**b. Individual Client Records:**

The Contractor shall:

- (1) Ensure documentation in the Client's file includes all evaluation material, , treatment plan, progress notes and discharge summary.
- (2) Comply with Utah Code Annotated § 62A-4a-403, the "Child Abuse Reporting Act". The Contractor shall document referrals to DHS/DCFS or Law Enforcement. This can be a separate log or a log in the specific Client file.
- (3) Ensure the Client file has a release of information signed by the parent.

**c. Other Reports or Records:**

- (1) Maintain individual Client files in a locked file cabinet(s). The Contractor shall have and shall follow written procedures for ensuring the confidentiality of the Client files.

**5. APPLICATION AND AUTHORIZATION TO PROVIDE SERVICE:**

Prior to the Contractor providing services, the Contractor shall request a referral from the CJC Director or designee and must include the needed service description, rate of pay for each service, units authorized, start date, and CJC authorized signature.

The Contractor shall:

- a. Obtain written authorization from the CJC Director designee before Client services are provided
- b. Only bill for services which have been pre-authorized.

**6. REQUIREMENTS:**

The Contractor shall:

- a. Not mix Client populations (offenders and survivors).
- b. Schedule treatment services on separate days of the week or at different times (mornings/afternoons, etc.), if Contractor is providing services to both offenders and survivors.



- c. Have a written policy supporting this practice of not mixing Client populations (offenders and survivors).

7. **TELEHEALTH:**

The use of Telehealth for the delivery of mental health services shall be considered a face-to-face, in-person encounter between the mental health practitioner and the Client.

- a. Telehealth may only be used for delivery of the following services:
  - (1) Individual Psychotherapy.
  - (2) Pharmacological Management (**for survivor services only**).
- b. Telehealth shall only be used when circumstances indicate that face-to-face interaction would be a hardship for the Client (e.g. extreme distances to the mental health practitioner's office).
- c. **Prior** written approval by the CJC Director or designee is required for Telehealth to be used.
- d. As a condition of using Telehealth, an interactive visual telecommunications system is required that permits real-time communication between the licensed mental health practitioner and the Client when one of the parties is at another site. Equipment streaming at both sites is the preferred method to be used.
- e. Telehealth equipment shall have the technological capacity and transmission speed to provide adequate resolution and audio quality for decision-making substantially equivalent to a face-to-face encounter. The Contractor shall ensure its staff involved in Telehealth visits are trained in the use of the Telehealth equipment and are competent in its operation.
- f. The following shall not be considered Telehealth:
  - (1) Telephone conversations;
  - (2) Text messaging;
  - (3) Electronic mail messaging; e.g., email or instant messaging;
  - (4) Facsimile (fax); and
  - (5) Store and forward.
- g. The Contractor shall ensure that physical surroundings for all parties are private, quiet, free of any interruptions and conducive to a confidential mental health session that would normally take place in a mental health practitioner's office.

- h. When providing Telehealth services, the Contractor shall be held to the same standards of quality care and confidentiality as required by state and federal law.
- i. All costs associated with the Telehealth service are the responsibility of the Contractor.
- j. Telehealth services shall be reimbursed at the same rate as a standard face-to-face, in-person encounter.

8. **PROHIBITED THERAPY TECHNIQUES:**

The following are **not** allowed under any circumstances:

- a. Services where the therapist or other use coercive techniques (e.g., coercive physical restraints, use of batakas, including interference with bodily functions such as vision, breathing, movement, or noxious stimulation) to evoke an emotional response in the Client such as rage or to cause the Client to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy.
- b. Services wherein the therapist instructs and directs Clients in the use of coercive techniques that are to be used with other persons.

9. **QUALITY ASSURANCE:**

The Contractor shall maintain a working internal quality assurance process for their program and documentation that includes, at a minimum, the following elements:

- a. A process to implement changes as result of the quality assurance data analysis, recommendations of the quality assurance committee, or recommendations of the CJC based on program or Contract audits or reviews.

10. **GRIEVANCE PROCEDURES:**

In addition to Part I, "Grievance Procedures for Clients and Applicants," the Contractor shall ensure:

- a. Grievances are made in writing.
- b. When requested by the CJC Director, Tooele County Attorney, or designee shall assist in the process of filing and resolving a grievance.
- c. All grievances are documented and scanned/faxed/emailed to the CJC Director or designee within three business days of receiving a written allegation.
- d. If the grievance cannot be resolved with the Contractor's representative, the Client is entitled to present the grievance to the Contractor's Program Director.



- e. The Contractor's Program Director or designee shall investigate grievances within three business days of receiving a written allegation.
- f. The Client or witness is protected from harassment or any other form of retaliation, as a result of exercising his or her right of grievance.
- g. The Contractor's Program Director or designee works with CJC Director or designee to determine what action will be taken. All findings/results shall be discussed with the Client and documented on the grievance form. Completed grievance forms will be kept confidential and maintained in a designated file in the administration area and in the Client's file.

11. **ABUSE AND HARASSMENT PREVENTION, INCLUDING BUT NOT LIMITED TO PHYSICAL, EMOTIONAL, AND SEXUAL ABUSE AND HARASSMENT:**

- a. The Contractor shall have a written policy mandating zero tolerance toward all forms of abuse and harassment and detailing the Contractor's procedures for preventing and responding to such conduct.
- b. The Contractor shall implement and enforce a written policy prohibiting staff and subcontractors from revealing any information related to an abuse report to anyone except as necessary to provide treatment for the alleged victim and as required for the CPS or law enforcement investigation.

12. **CLIENT EDUCATION:**

The Contractor shall:

- a. During the intake process, ensure the Client receives information explaining, a zero-tolerance policy regarding abuse and harassment and procedure on how to report incidents or suspicions of abuse and harassment. The Contractor shall explain the Client's rights to be free from abuse and harassment and to be free from retaliation for reporting such incidents, and regarding the Contractor's policies and procedures for responding to such incidents.
- b. Provide Client education in formats accessible to all Clients.
- c. Maintain documentation of Client participation in these education sessions.
- d. In addition to providing such education, ensure the key information is continuously and readily available or visible to Clients.

13. **CLIENT REPORTING:**

The Contractor shall:

- a. Provide multiple internal ways for Clients to privately report abuse and harassment, retaliation by other Clients or staff for reporting abuse and harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
- b. Ensure the Contractor's staff accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
- c. Provide Clients with access to tools necessary to make a written report.
- d. Provide a method for staff to privately report abuse and harassment of Clients.

14. **CONTRACTOR REPORTING DUTIES:**

The Contractor shall:

- a. Require all staff to report immediately any knowledge, suspicion, or information they receive regarding an incident of abuse or harassment.
- b. Require all staff and subcontractors to comply with mandatory child abuse reporting laws.

**SECTION C: TREATMENT SERVICES**

1. **POPULATION TO BE SERVED:**

The Contractor shall only provide services under this contract to Clients referred by the CJC. These Clients include:

- a. Children who have experienced sexual abuse, physical abuse, or other crimes against children;
- b. Children or youth who have experienced or witnessed intimate partner violence or cohabitant abuse; and
- c. Children, youth or non-offending family members who have been affected by child sexual abuse, physical abuse, or other crimes against children.

2. **GENERAL SERVICE REQUIREMENTS:**

a. **Service Requirements:**

(1) **Evidence-Based Treatment**

The Contractor shall:

- (a) Provide a treatment regimen that is evidence-based. The treatment regimen shall be individualized based on the Client's age, diagnosis and



circumstances. This includes, but is not limited to, addressing grief, loss, and trauma affecting the Client.

- (b) Maintain fidelity of the approved evidence-based treatment program through monitoring the effectiveness of the program.
- (c) Maintain documentation of staff training received and skills in the evidence-based treatment for which the Client will be engaged to restore the highest possible level of function.

### 3. **BEHAVIORAL HEALTH CARE SERVICES:**

#### a. **Examination and Treatment Planning:**

- (1) The Contractor shall conduct an initial psychiatric diagnostic evaluation or an addendum to the most recent evaluation or psychological evaluation completed within the past 12 months. The evaluation or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services.

Collect and review prior psychiatric diagnostic evaluation, psychological testing, and medical interpretations of laboratory or other medical diagnosis.

- (2) If it is determined the Client needs behavioral health care services, the mental health professional conducting the psychiatric diagnostic evaluation or the mental health professional who actually delivers the behavioral health care services shall develop a treatment plan. The treatment plan shall reflect the Client's therapeutic needs as identified in the psychiatric diagnostic evaluation.
- (3) The treatment plan shall be designed to improve or stabilize the Client's conditions. Treatment goals shall match recommendations on the evaluation or addendum. The treatment plan shall be written and completed prior to providing mental health.
- (4) The initial treatment plan shall include the following:
  - (a) Measurable treatment goals developed in conjunction with the Client and/or guardian or non-offending parent, and CJC Director (as requested by the Contractor). The goals shall address the Client's needs identified in the psychiatric diagnostic evaluation.
  - (b) Discharge criteria and post discharge plans and coordination of related community services to ensure continuity of care with the Client's family (or others in whose care the Client shall be released after discharge), school, and community.

- (c) Signature and licensure of the individual who developed the treatment plan.
- (d) The Contractor shall bill treatment plan development as part of the psychiatric diagnostic evaluation.
- (e) The Contractor shall retain a copy of the treatment plan in the Client file for clients under the age of 18, and as determined in the initial treatment plan for adult clients.

**b. Survivor Discharge Summary:**

The Contractor shall:

- (1) Complete a discharge summary on each Client regardless of length of treatment.
- (2) Include date of discharge, progress on treatment goals, and recommendations for future service or treatment needs.
- (3) Maintain a copy of the discharge summary in the Client's file.

**SECTION D: BILLING**

**1. CONTRACT PAYMENTS:**

- a. Bill the CJC for approved services.
- b. When billing the CJC, the Contractor shall use the CJC CPM Billing form provided by the Contractor

**Service delivery area or address/location where the services will be provided:**

Tooele County



## **PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES**

The Contractor shall comply with the following objective based performance requirements:

1. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with the CJC to assess and determine how closely its program(s) meets known principles of effective interventions based on empirically derived principles.
2. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate and ensure the Contractor meets the client's treatment objectives.
3. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by the CJC.
4. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with the CJC and Primary Children's Care Process Model staff to assess and determine:
  - a. How closely its program(s) meet known principles of effective interventions using evidence-based practices;
  - b. The effectiveness of the Contractor's program(s) in improving outcomes for CJC Clients; and/or
  - c. The degree to which the Contractor is using evidenced-based practices.

If through this process the Contractor's program is found to be lacking in any of the above areas, the CJC and Primary Children's Care Process Model staff's sole discretion, provide the Contractor with free technical assistance to improve its program's effectiveness

## PART IV: PAYMENT TERMS AND BILLING INFORMATION

### SECTION A: PAYMENT

Payments made to the Contractor pursuant to the terms of this Contract shall be the Contractor's total compensation for Contract services provided. With the exception of guaranteed payment amounts and cost reimbursement contracts, payments to the Contractor shall be made pursuant to this Contract only if are referred to, or select the Contractor for services pursuant to this Contract AND only if the Contractor actually provides contract services to the clients.

### SECTION B: BILLING REQUIREMENTS

1. **BILLING FOR CONTRACT SERVICES:** To obtain payment from Tooele County for the services provided pursuant to this Contract, the Contractor shall submit to the CJC the billing form specified for its authorized services:
2. **RATES FOR SERVICE:** Trauma Trained Therapist Services (including initial assessment) -- \$81.25/approximately 245 total hours for the duration of the contract period; Trauma Group Therapy --\$45 per session approximately 15 total hours for the duration of the contract period; No Shows--\$45 per session missed, approximately 15 total hours for the duration of the contract period;
3. **BILLING PERIODS AND DEADLINES:** Tooele County may delay or deny payment to the Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
  - a. **Contractor Billing Period:** The Contractor's billing period is **Monthly**.
  - b. **Ongoing Billings:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (90) days after the last date of that billing period.
  - c. **Final Contract Billings:** The Contractor shall submit all final billings under this Contract within 30 days of expiration or termination of the Contract, regardless of the Contractor's billing period.

### SECTION C: ADDITIONAL REQUIREMENTS

1. **UNIFORM BILLING PRACTICES:** The Contractor guarantees that the amounts it charges for services to Clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.
2. **SUPPORTING DOCUMENTATION:** The Contractor shall maintain the documentation necessary to support the services and/or costs billed by the Contractor and shall submit such



documentation with the billings if requested. The Contractor shall store and file required documentation in a systematic and consistent manner.

3. **QUESTIONED COSTS:** The CJC may consider any billing by the Contractor to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions.
4. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS, various other sources of funding, including Medicaid and private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from CJC are referred to below as “third-party resources.”
5. **PRINCIPLES AND REQUIREMENTS:** Where third-party resources are available, the parties are bound by the following principles and requirements:
  - a. The Contractor shall not obtain duplicate recovery from DHS and third-party resources for services delivered pursuant to this Contract.
  - b. Upon successful recovery of funds from third-party resources, Contractor shall reimburse DHS for the full amount of the recovery.
  - c. If the amount of the recovery is greater than the amount that the Contractor received from DHS for the service(s) covered by the recovery, the Contractor is required to reimburse DHS only for the actual amount that the Contractor received from DHS for the service(s) covered by the recovery.
6. **REDUCTION AND UNDERUTILIZATION OF FUNDS:**
  - a. If Tooele County becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render the Contractor’s delivery or performance under this Contract impossible, or unnecessary, Tooele County may terminate this Contract in whole or in part.
  - b. If Tooele County determines that the Contractor is significantly underutilizing funds, Tooele County may, at its option, reduce the amount of funding under this Contract. Tooele County shall give the Contractor notice of any such reduction. Notwithstanding the foregoing, Tooele County shall reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction.

## PART V: ACCOUNTING REQUIREMENTS AND FINANCIAL COMPLIANCE

### SECTION A: COST PRINCIPLES

1. **APPLICABLE COST PRINCIPLES:** Regardless of the Contractor's entity type or the source of its funding, the Contractor shall comply with and determine allowable costs in accordance with the federal cost accounting principles described in 2 CFR Part 200 *et seq.* as well as any other applicable Parts.
  
2. **GENERAL COST PRINCIPLES:** In addition to the federal cost principles, the Contractor shall comply with the following general cost principles which apply to all types of Tooele County contracts.
  - a. **Related Party Costs:** The Contractor shall not make payments to related parties (as defined in the Conflict of Interest provisions of this Contract) in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of Tooele County. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease or rental agreements. Payments made by the Contractor to related parties without prior written consent may be disallowed and require repayment to Tooele County.
  
  - b. **Personal Expenses:** Tooele County will not reimburse Contractors for personal expenses. Travel that is not business related is an example of a personal expense that is not allowable.
  
  - c. **Rate Based Contracts:** If this Contract is a set rate-based contract, the Contractor may be required to submit actual cost information to Tooele County's use in setting rates. In submitting actual cost information, the Tooele County cost principles for cost reimbursement contracts also apply.
  
3. **TOOELE COUNTY COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:** If this Contract is a cost reimbursement contract the Contractor shall also comply with the following additional Tooele County cost principles.
  - a. **Differentiation of Costs:** The contractor must differentiate administrative costs from program costs. Administrative costs are costs that do not directly relate to a specific program such as legal counsel, accounting, budgeting, planning, risk management, and management information systems. Program costs are costs that directly relate to a program activity such as client care and supervision, residential services, and client educational services provided by the contractor.



## **SECTION B: QUESTIONED COSTS**

For purposes of this Contract, "Questioned Costs" means costs that are questioned because of monitoring or audit findings, including but not limited to findings:

1. Which result from a violation or possible violation of a provision of law, statute, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including the terms and conditions of a federal award as well as funds used to match federal funds;
2. Where the costs, at the time of the audit, are not supported by adequate documentation; or
3. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

## **PART VI: COMMONLY APPLICABLE LAWS**

### **SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS**

The Contractor is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

### **SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS**

The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Contractor receives state or federal funds pursuant to this Contract, certain state and federal requirements may also apply. The Contractor shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

## PART VII: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Tooele, Utah in the Third District Court for Tooele County.
2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal, or void shall not affect the legality or enforceability of any other provision of this Contract.
3. **ABILITY TO COMPLY WITH CONTRACT REQUIREMENTS:** The Contractor represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.
4. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
5. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when Tooele County originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties executed this Contract:

**VALLEY BEHAVIORAL HEALTH**

By: \_\_\_\_\_  
Nicole Herrera, Clinical Supervisor

Date: \_\_\_\_\_

**TOOELE COUNTY**

By: Andy Welch  
Andy Welch, County Manager

Date: 9/24/21

APPROVED AS TO FORM:

Alm Wundert 09/13/2021

DEPUTY TOOELE COUNTY ATTORNEY