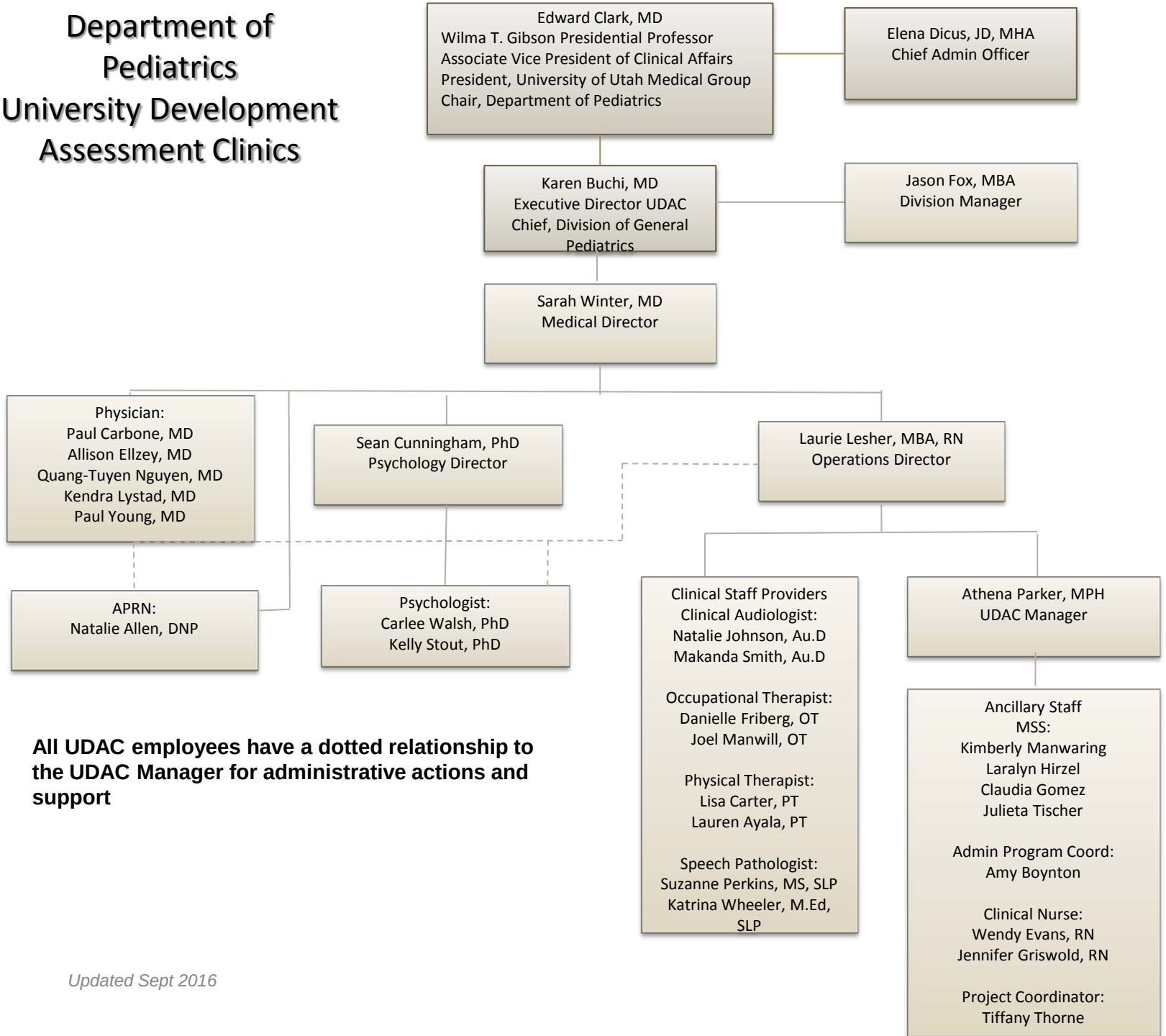
Appendix D

UDAC Organization Chart

MCH UDAC Review Questions

UDAC CSHCN Contract Amendment

Department of Pediatrics University Development Assessment Clinics



All UDAC employees have a dotted relationship to the UDAC Manager for administrative actions and support

Updated Sept 2016

MCH UDAC Review Questions	
Date: September 1, 2016	
1. Provide organizational chart for UDAC	See Attachment **(Powerpoint 2016-16-8 UDAC Org Chart)**
2. A letter explaining how UDAC matched money from July 2015-July 2016 (MCH/CSHCN provided $4 Federal, and UDAC provides $3 state dollars)	For the Federal dollars ($800,000) received for these services, the State, through the University of Utah Department of Pediatrics, was required to spend $600,000. In FY16, the University of Utah Department of Pediatrics spent **$1,625,000** on these services: University of Utah Department of Pediatrics Support 4/15/15 for FY16 — $500,000.00 University of Utah Department of Pediatrics Support 4/6/15 for FY16 — $500,000.00 University of Utah Department of Pediatrics Support 7/31/15 for FY16 — $156,250.00 University of Utah Department of Pediatrics Support 10/31/15 for FY16 — $156,250.00 University of Utah Department of Pediatrics Support 12/31/15 for FY16 — $156,250.00 University of Utah Department of Pediatrics Support 3/31/16 for FY16 $156,250.00 — $156,250.00 **Total University of Utah Department of Pediatrics Contributions** — **$1,625,000.00** **Title V Funds Received** — **$800,000.00** Percent of UDAC Funded by the State (University of Utah Department of Pediatrics) — 206.9% Percent Required Funded by the State — 75% or $600,000.00
3. Is UDAC engaging in faith based partnerships?	Due to lack of available clinical space, the LDS church allows the UDAC to hold travel clinics at their churches in several of our rural communities. A representative from the church meets with our staff member the evening before clinic and opens the building for pre-clinic set up. These clinics last two full days and are typically held at each site three times/year. Current rural areas LDS

	church agreements are in place include: Blanding, Montezuma Creek, Moab, Price, and Richfield Utah. The space is donated by the church.
4. Is UDAC serving diverse populations? Including Indian reservations/Tribes, rural and frontier areas. Explain.	In the first year of clinical services for the UDAC, we provided services to 659 children in our "travel clinics". Five of these sites are considered rural: Blanding, Moab, Vernal, Price and Richfield. Blanding has our highest percentage of American Indians (29%) with UDAC also servicing Montezuma Creek, (population 335, 95% being American Indian), just outside of Blanding UT. We have developed relationships with the Navajo Health System in this area to help meet their needs. Children identified as Hispanic or Latino account for about 14% of the population in Utah, the largest minority group in Utah. Clinics held in rural sites average about 11-13% Hispanic/Latino. (United States Census Bureau and Suburbanstats.org for 2016) Below is a listing of diverse populations the UDAC has served:

UDAC Population (Race)

RACE	Visits	Patients
Blank Race	0.12%	0.28%
American Indian and Alaska Native	1.25%	1.40%
Asian	1.31%	1.30%
Black or African American	1.20%	1.21%
Native Hawaiian and Other Pacific Islander	1.07%	0.88%
Other	13.35%	13.59%
Patient Refused	1.16%	1.30%
Unknown	14.18%	13.45%
White or Caucasian	66.36%	68.36%
Grand Total	100.00%	100.00%

UDAC Population by clinical site (Urban/ Rural)

Row Labels	Visits	Patients
UDAC BLANDING *(RURAL)*	0.91%	1.63%
UDAC MOAB *(RURAL)*	2.45%	3.58%
UDAC PRICE *(RURAL)*	2.34%	3.49%
UDAC RICHFIELD *(RURAL)*	1.73%	2.65%
UDAC ST GEORGE *(URBAN)*	5.70%	10.94%
UDAC VERNAL *(RURAL)*	4.59%	6.38%
UDACO CHILD DEVELOPMENT *(URBAN)*	2.77%	4.61%
UDACO NEONATAL FOLLOW-UP *(URBAN)*	4.95%	4.05%
UDACP CHILD DEVELOPMENT *(URBAN)*	0.01%	0.05%
UDACP NEONATAL FOLLOW-UP *(URBAN)*	8.08%	6.14%
UDACSL CHILD DEVELOPMENT *(URBAN)*	34.60%	39.32%

	UDACSL HEART/NEURODEVELOPMENT *(URBAN)*	1.87%	2.09%
	UDACSL NEONATAL FOLLOW-UP *(URBAN)*	29.99%	21.08%
	Grand Total	100.00%	100.00%

5. Explain UDAC budget, line item, specific costs for each employee, collections per provider (Medicaid, third party, self-pay, non-payers, and University covered

Funding from UDOH/MCH contributed to 16% of the total program expenses in the first year of operations (July 2015-June 2016). Your question seeks information about personnel expenses and collections revenue.

Personnel Expense: The Department of Pediatrics reports total administrative personnel expenses and total program personnel expenses to UDOH quarterly. These expenses are broken out by line items for total salaries and benefits within each category. We have included a copy of the year end roll up of those reports. Please refer to page 10 of the attached Q4 report (PDF title FY 2016 Q4 Report).

Below is a summary of the number of personnel by category who are included in the UDAC budget. The majority of these personnel costs are covered by Department of Pediatrics itself as part of our investment in the UDAC program. We have included a report on the use of Title V funds which includes a section on Title V funds that were applied directly to UDAC personnel costs (PDF titled Title V Funds UDAC report).

UDAC Total Personnel Summary:

- Physicians: 3.63 FTE
- Psychologists: 2.75 FTE
- RN: 1.5 FTE
- Nurse Practitioner: 0.8 FTE
- OSS (front-desk, support staff): 4 FTE
- Physical Therapist: 0.75 FTE
- Occupational Therapist: 1.55 FTE
- Clinical Audiologist: 1.15 FTE
- Speech Pathologist: 2 FTE
- Clinic/Admin Coordination: 1.5 FTE
- Outpatient Manager: 1 FTE
- Director: 1 FTE

Collections Revenue: We have included reports detailing the use of Title V funds to support patient care expenses (PDF titled Title V Funds UDAC report). Additionally, we have included reports showing total collections for UDAC per month. These reports also show monthly collections by financial class as well as overall payer mix (PDFs titled UMB report UNIV DEVELOPMENT ASSESSMENT CENTER and UMB report #2 Jun 2016).

Accounting for utilization of Title V funds and collections from third-party payors, the UU has expended $1,975,207 on program expenditures.

FY 16 Total Program Expenditures	$3,019,559.81
Less Title V funds used in FY 16	$455,972.00
Less Collections Revenue in FY 16	$588,380.58
2016 Program Expenditures paid by UU/Dept of Peds	$1,975,207.23

	We trust the information provided in this response will assist UDOH and MCH as they finalize this review process. Should you have any questions about this information, please let us know and we will do our best to assist.
6. Give specific detail as how UDAC is using telemedicine and if/are the costs covered by insurance	The UDAC has initiated telehealth for its travel clinics. Our first telehealth clinic was in Dec 2016. We have since provided telehealth using MDs (developmental pediatricians, geneticist, and neurologist) and psychologists. If telehealth is used at travel clinic, the patient comes to the clinical travel site and the provider is in SLC. The UDAC staff helps set the patient/family up on the computer in a private clinic room and the provider meets face-to-face via the encrypted site, TruClinic. The UDAC staff remains available as needed. The UDAC will have its first telehome visit in September 2016. For these visits, the patient will independently log into the site (after training) using their personal computer/smart phone and the provider will be in SLC. Our tele services are currently follow-up appointments with a MD or psychologist. Utah Medicaid does not cover other subspecialists: audiology, SLP, OT, or PT. We have met with Utah Medicaid and asked for consideration of coverage, explaining the needs. Growth of telehealth has required a good deal of education to the patient/family as it is a new concept for many of our patients and many are reticent. The UDAC has completed eleven telehealth encounters, five with Medicaid coverage. Eight have provided payments, two we expect payment from and one received a full charitable adjustment.
7. Dental, nutrition and social work services were provided in prior CSHCN clinics, why were these services discontinued?	Historically, fluoride treatments only were provided by a dental hygienist who was not part of the BCSHCN. She attended rural clinics with the team. Now, the UDAC refers appropriate children to the Primary Children's Hospital (PCH) Pediatric Dentistry Clinic that provides comprehensive dental care to children with special health care needs. Integrated Services Program (ISP) provides social work services for the UDAC. ISP is invited to participate with the UDAC at all travel clinics as well as urban clinics and attends our patient case conferences. Nutrition services were provided historically by the BCSHCN for NFP clinics only. The UDAC is currently working on integrating these services with PCH feeding clinic and the Department of Pediatrics.
8. Provide specific data: 1) Number/Names of referrals sources to UDAC and 2) Referrals UDAC has made to outside providers, include number/names. (Referred to and Referred from).	With these services, our approach has been to most effectively utilize funding to cover services where there are gaps in the community and to refer patients to services if they are already available from another provider in the community. The "Inbound" and "Outbound" referral charts below are generated from our EMR system. Many other referrals are made outside of the system and the ones used most frequently are listed below.

Inbound Referrals

Blank Referral Source	3309
PCOS PED CARDIOLOGY	68
UH (NICU) NEWBORN ICU	21
CLINIC 6 PED FACULTY PRACTICE	13
PCOS PED NEUROLOGY	13
SOUTH MAIN CLINIC PEDIATRICS	10
WRC PEDIATRICS	9
RWC IM/PEDS	8
SJHC PEDIATRICS	7
UH (NNCCN) NEONATAL CONTINUING CARE NURSERY	3
SUGARHOUSE FAMILY PRACTICE	2
RWC FAMILY PRACTICE	2
MADSEN FAMILY PRACTICE	2
RWC PEDIATRICS	1
WRC IM/PEDS	1
GWC FAMILY PRACTICE	1
SOUTH MAIN CLINIC TEEN MOM PEDIATRICS	1
CNC NEUROLOGY	1
SBC PEDIATRICS	1
CLINIC 6 PED CONTINUITY	1
Grand Total	3474

Outbound Referrals

CONSULT, DOH/INTEGRATED SERVICES PROGRAM	69
CONSULT, GENETIC PEDIATRICS	13
CONSULT, OCCUPATION THERAPY	40
CONSULT, PEDS ENT	37
CONSULT, PEDS NEUROLOGY	11
CONSULT, PEDS OPHTHALMOLOGY	9
CONSULT, PEDS ORTHOPEDICS	2
CONSULT, PEDS PSYCHIATRY	3
CONSULT, PEDS SLEEP CLINIC	10
CONSULT, PHYSICAL THERAPY	13
Grand Total	207

	Please note, referrals to the Integrated Services Program (ISP) were not via our EMR for several months but were done by phone/fax. Therefore, this does not capture all ISP outbound referrals. Outbound referrals made but are not captured in our EMR include but not limited to: 1. Family Voices 2. Early Intervention Services 3. Applied Behavior Analysis therapy 4. The Children's Center 5. Wasatch Speech and Hearing 6. Utah Parent Center 7. School district Special Ed Programs 8. Reading clinics 9. School District Preschool Programs 10. Browning Speech Treatment 11. PCH Outpatient Rehab (all locations) 12. Intermountain Pediatric Rehap in Orem and Dixie 13. University Life Skills Clinic 14. Matts Place
9. List the screening tools UDAC uses and why? Copies of protocols would be helpful.	Below contains a list of programs and evaluations/assessments the UDAC provides: **Neonatal Follow-up Program:**

4 months	PDMS	Dev Peds evaluation	Audiology evaluation		Neurology as needed
9 months	PDMS	Dev Peds evaluation	Audiology evaluation prn		Neurology as needed
18 months	BSID-III	Dev Peds evaluation	Audiology evaluation prn	BSID-III Receptive and Expressive Language	Neurology as needed
2 years	BSID-III	Dev Peds evaluation	Audiology evaluation prn	BSID-III Receptive and Expressive Language	Neurology as needed
3 years	Conners Early Childhood	Dev Peds evaluation	Audiology evaluation prn	PLS 5 screening test	Neurology as needed
4 years	WIPPSI	Dev Peds evaluation	Audiology evaluation prn	PLS 5 screening test	Neurology as needed

Heart Center Neurodevelopmental Program

newborn		NNNS	
12 – 18 months	Dev Peds evaluation	BSID-III (incl. social and adaptive); MCHAT	BSID-III Receptive and Expressive Language
3-4 years	Dev Peds evaluation	Bracken School Readiness, Conners Early Childhood, Adaptive Behavior Assessment System, Third Edition (parent form)	PLS 5 screening test Language Use Inventory (3 year olds) Or Children's Communication Checklist 2 (CCC2) (4 year olds)
11-12 years	Dev Peds evaluation	WASI, Kaufman Test of Educational Achievement Third Edition Brief Form, Conners CBRS, (parent), Adaptive Behavior Assessment System, Third Edition (parent), CEFI; (parent form)	Test of Narrative Language CCC-2

Child Developmental Program:
This program takes an individualized approach to the assessment tools needed to evaluate children's development. Much depends on the age of the child. There are several assessment tools that are commonly used and the following is a sample of these tools:
ADOS
ASRS
Conners- EC
Developmental Pediatric Assessment
Cognitive testing (WIPPSI, WISC, TONI, etc)
Adaptive testing (Vineland, ABAS, etc)
PLS
CCC-2
Audiologic testing
PDMS (for young children with motor deficits

10. UDAC number of patients served that received transition services?	If this is in reference to transition to adult services, the UDAC would need assistance with it. We would like to explore how State and Title V funding could be used for as it is a needed service. It is a form of case management that ISP could provide support to.

UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1516003	152700557
Department Log Number	State Contract Number

1. CONTRACT NAME: The name of this contract is Services for Children with Special Health Care Needs throughout the State of Utah Amendment 1.

2. CONTRACTING PARTIES: This contract amendment is between the Utah Department of Health (DEPARTMENT) and UNIVERSITY OF UTAH (CONTRACTOR).

3. PURPOSE OF CONTRACT AMENDMENT: To update Attachment C. Special Provisions to include missing pages in the original signed contract.

4. CHANGES TO CONTRACT:

    1. To incorporate the entire negotiated document into a final signed copy and include two pages which were inadvertently omitted in the first final document.

All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2015

6. 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.

7. 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.

Contract with Utah Department of Health and UNIVERSITY OF UTAH, **Log #** 1516003

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

By: _____ 8/31/15
Vivian S. Lee, M.D., Ph.D., M.B.A. — Date
Senior Vice President for Health Sciences, Dean, School of Medicine, CEO, University of Utah Health Care

STATE

Shari A Watkins 9/1/2015

By: _____ _____
Shari A. Watkins, C.P.A. — Date
Director, Office Fiscal Operations

Attachment C
Special Provisions
Services for Children
with Special Health Care Needs
throughout the State of Utah

A. Definitions

1. "Assessment" means a healthcare practitioner performing an in depth evaluation of a patient for a disease or condition based on the patient's subjective report of the symptoms and course of the illness or condition and the healthcare practitioner's objective findings, including:
    a. Data obtained through laboratory and other tests,
    b. Physical examination,
    c. Patient history, and
    d. Information reported by family members and other health care team members.
2. "Building" means the building located at 44 North Mario Capecchi Drive, formally Medical Drive, Salt Lake City, Utah.
3. "Clinic Program" means clinical services provided to CYSHCN that include:
    a. Developmental Pediatrics,
    b. Pediatric Neurology,
    c. Genetics,
    d. Psychology,
    e. Audiology,
    f. Speech/Language,
    g. Physical/Occupational Therapy,
    h. Nursing,
    i. Financial and benefit information, and
    j. Referral.
4. "Contractor" means the University of Utah, Department of Pediatrics who is a Sub-Recipient of the Department under this contract.
5. "CYSHCN" means children and youth with special health care needs age birth up to, and including, 18 years of age who reside in the State of Utah.
6. "Department" means the Utah Department of Health.
7. "DFCM" means the Utah Department of Administrative Services, Division of Facilities Construction and Management.
8. "DTS" means the Utah Department of Technology Services.
9. "HIPAA" means the federal Health Insurance Portability and Accountability Act of 1996.
10. "HIPAA Privacy Rule" means standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.
11. "Needs Assessment" means the collection of data from CYSHCN, families and practitioners to identify services, healthcare experiences and any additional services needed to better serve the CYSHCN population.
12. "O&M contract" means the Operating and Maintenance contract between the Department and DFCM for the Department's use, maintenance and oversight of the building and parking, executed on June 1, 1972 including any and all amendments.
13. "Referral" means a patient who has been directed to see another practitioner for a consultation, a second opinion or therapy to a specialist or subspecialist.
14. "SSI" means Supplemental Security Income administered by the Social Security Administration.
15. "Title V" means the Federal Maternal and Child Health Services Title V Block Grant. The Department is the recipient of this federal grant.

B. Statement of Contract Purpose

It is the mutual goal of the Contractor and the Department that the Contractor increase the number of CYSHCN served and to improve the health, development, and well-being of CYSHCN and do so in partnership with families, service providers, and communities. This goal will be reached by the Contractor's following approach:

1. Develop and implement clinical programs for CYSHCN and their families;
2. Provide diagnostic and consultative clinical programs consistent with Section D. Provide information and referral on primary care, medical home and comprehensive services for families of CYSHCN;
3. Make referrals for comprehensive services which may include referrals to health care professionals not employed by the Contractor and its affiliates; and
4. Conduct an assessment of services, recommend policy, and assure delivery of quality services for CYSHCN.

C. Key Personnel for Project Implementation

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Contractor Personnel:

Title	Name
Executive Director	Karen Buchi
Psychology Director	Sean Cunningham
Contract Administrator for Contractor	Elena Dicus
Program Director	Laurie Lesher
Medical Director	Sarah Winter
Contractor contact for financial matters	Aaron Bell

The following individual(s) shall be considered key personnel for purposes of representing Department of Health and Title V programs and funding:

Department Personnel:

Title	Name
Division Director, Family Health & Preparedness	Marc Babitz
Department Financial, Department contact for financial matters	Susanne Knight
Data Manager	Stephanie Robinson
Building Manager	Heidi Rocco
Department Bureau Director, Department contact for contract negotiations	Noël Taxin

D. Contractor Responsibilities

1. The Contractor shall ensure that each clinical program includes the following:
    a. Assessment and referral;
    b. Eligibility and enrollment criteria;
    c. Access for CYSHCN children to clinic program care;
    d. Assurance of providing information regarding medical home;
    e. Assurance that appropriate youth receive referrals to the Department's CSHCN Bureau;
    f. Statewide access to clinical program services; and
    g. Inclusion of family in decision making for their child's care.
2. The Contractor shall ensure that the clinical programs:
    a. Coordinate, integrate and increase CYSHCN services;
    b. Increase the number of CYSHCN served by these clinical programs; and
    c. Conduct a clinical program needs assessment that meets the requirements of Title V.
        i. Utilize data collected from the needs assessment to establish priorities for service.

ii. A copy of the clinical program needs assessment is due to Department by May 31, 2016.

d. Develop and conduct a patient satisfaction survey of the results regarding services provided by the Contractor. A copy of the Contractor's survey shall be delivered to the Department by May 31, 2016.

3. Assure that Title V funds are used as the payer of last resort for the cost of services for CYSHCN.
4. The Contractor shall administer multidisciplinary clinics for CYSHCN throughout the state as follows:
   a. Continue providing both urban and rural multidisciplinary clinics currently being run by the Department;
   b. Continue providing itinerant clinics in Blanding, Moab, Price, Richfield, Vernal, and St. George, Utah, although other sites may be added.
   c. Continue providing developmental and NICU Follow-up clinics in:
      i. Salt Lake;
      ii. Ogden; and
      iii. Provo.
   d. Develop and submit a plan to the Department by December 31, 2015 to increase clinical program services, locations and numbers of CYSHCN patients served;
   e. Secure and arrange for multidisciplinary clinic sites.
   f. The Contractor shall be responsible for any staff travel to and from such clinics.
5. The Contractor shall verify that any healthcare provider offering services under this contract maintain an active Utah license/certification in good standing and shall provide verification upon Department request.
6. The Contractor shall increase both services to CYSHCN and increase numbers of CYSHCN served by 5% (five percent) over the number of children served in Fiscal Year 2013 which was 1,679 for urban and 927 for rural.
7. The Contractor shall provide a non-Federal match of three dollars ($3.00) for every four dollars ($4.00) of Federal dollars received, and shall provide the Department an annual report documenting the non-Federal match, see E.1.c.xvii.
8. The Contractor shall arrange to train and educate the Department's Data Manager on the Contractor's EPIC electronic health records system and, if requested, allow the Department's Data Manager to access to the Title V reporting data.
9. Any remodeling or capital improvement the Contractor undertakes on the building is at the Contractor's own risk. The Department shall not reimburse, pay for, or be financially responsible for or responsible to reimburse the Contractor for any amount paid or to be paid toward any capital improvement or remodel performed on the building.
10. The Contractor shall indemnify and hold the Department harmless from any and all liability for damages or injuries to the extent caused by negligence of the Contractor, its employees, care providers, agents, subcontractors and volunteers who provide services, benefits or products to CYSHCN or their families. Contractor does not waive any rights or defenses otherwise available under the Governmental Immunity Act.

E. Contractor Reporting Responsibilities

1. The Contractor shall prepare and submit the following reports to the Department:
   a. FFY 2016 expenditure and match report due April 1, 2016.
   b. Quarterly reports are due within twenty (20) working days after the end of each quarter that include but are not limited to:
      i. Clinic dates;
      ii. Clinic locations;
      iii. Individuals and specialties providing services;
      iv. Number of CYSHCN served;
      v. Total number of encounters within each visit per child per provider;
      vi. Administrative expenditures; and
      vii. Total expenditures.

c. Annual reports in accordance with Title V reporting requirements, due to the Department by April 1, 2016, shall include but are not limited to:
    i. Number of CYSHCN children receiving direct clinical services through the clinic program;
    ii. Number of CYSHCN children served, by residence, county and zip code;
    iii. Number of CYSHCN children directly served categorized by No Insurance, Medicaid, CHIP, Self-Pay, Title V dollars, or private insurance;
    iv. Number of CYSHCN children who receive SSI benefits that are served;
    v. Percent of served CYSHCN whose families' partner in decision-making at all levels and who are satisfied with the services they receive;
    vi. Percent of served CYSHCN who receive information on resources available for a medical home;
    vii. Percent of served CYSHCN whose families have adequate private and/or public insurance to pay for the services needed;
    viii. Percent of served CYSHCN whose families report the community-based service systems are organized so they can use them easily;
    ix. Percentage of served CYSHCN who received the services necessary to make transitions to all aspects of adult life, including adult heath care;
    x. Number of mental health referrals made, and specific provider;
    xi. Number of patients served categorized by diagnostic codes (ICD 9/10 and CPT);
    xii. Race and ethnicity of CYSHCN served which includes:
        1. Number of CYSHCN served who are:
            a. White;
            b. Black or African American;
            c. American Indian or Native Alaskan;
            d. Asian;
            e. Native Hawaiian or Other Pacific Islander;
            f. Other.
        2. Number of CYSHCN served who are:
            a. Hispanic or Latino;
            b. NOT Hispanic or Latino.
    xiii. Number of referrals into the Clinic Programs and list each practitioner that made the referral;
    xiv. Number of CYSHCN in Clinic Programs referred to the Department;
    xv. A description of how the clinic has increased the number of children served;
    xvi. Program income generated through billing for services;
    xvii. State match provided ($3 state to $4 federal);
    xviii. Budget estimation for the future fiscal year funds; and
    xix. Any other report as needed by the State or Federal government will be reviewed by Department and Contractor to mutually determine the best way to obtain needed information.
d. In the event of a need for additional report as requested by the State or Federal governments, the Department will notify the Contractor as soon as the request is received from the State or Federal government. The Contractor shall provide requested reports within the timeframe requested.

F. Department Responsibilities

1. As the recipient of the Title V grant funds, the Department shall, in its sole discretion, determine whether the Contractor has met the requirements outlined in this contract and set out in the Title V grant.
2. The Department will inform the contractor of any issues or concerns related to the performance of meeting contractual requirements in a timely fashion.
3. The Department will provide the following assistance in meeting contract requirements:
    a. Technical assistance on contract requirements, including reporting requirements.

b. Monitoring of contract requirements, to include financial, service and reporting requirements.
c. Meeting with Contractor staff to provide feedback on contract compliance and remedies, if needed.
d. End of the year summary of performance regarding Contractor responsibilities and reporting within this contract.

4. The Department may perform clinic site visits.

G. Data Security

1. The Contractor shall comply with and adhere to Department and DTS standards and provide training to Contractor's employees and subcontractors concerning such standards, procedures and protocols.
    a. Data Backup Standard: Applicable for Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Department required services.
    b. Data Stewardship Standard: Applicable for contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Department required services.
    c. Interconnectivity Standard: Applicable for Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Department required services.
    d. Laptop Data Protection Standard: Applicable for Contractors which utilize laptops to process, store, transmit or monitor data essential to the performance of Department required services or connects to state owned or managed network.
    Removable Storage Encryption Standard: Applicable for Contractors which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of Department required services.

H. Building

1. The Department will provide the Contractor access to 24,888 square feet of the first floor building space for $5.00 per square foot, for a total amount of $124,440.00 per state fiscal year. This expense will be calculated on a quarterly basis and reduced from the total contract payment each quarter.
    a. The medical records room on the first floor of the building may not be available initially due to transition and needs for records with the transition. This temporary use will not affect the square footage or cost outlined above in H.1.
2. The Contractor shall abide by the following limitations in the use of the building space:
    a. The Contractor may occupy the first floor of the building for clinic and office space. The Contractor may share with the Department common areas, conference rooms and the audiology equipment and booths on the first floor.
    b. The Contractor, its employees, subcontractors, invitees or guests shall not access areas of the building that are exclusively occupied by the Department without prior agreement or without a Department escort.
    c. The Contractor shall follow policies and procedures outlined by the State of Utah and the Department including, but not limited to, building access, security, emergency evacuation, safety, and DTS, as provided by the Department.
    d. The Department shall work with DFCM to fulfill the responsibility for operations and maintenance of the building. The Contractor shall contact the Department regarding building issues, not DFCM.
    e. All financial matters shall be directed to the contract as listed in Article C.
3. The Department will provide the Contractor operating and maintenance of the building which includes but is not limited to building manager time and support for building issues. This expense will be calculated on a quarterly basis and reduced from the total contract payment each quarter.

4. The Contractor may occupy second floor space upon availability and approval from the Department for an additional cost.
5. The Contractor shall submit all building remodel work plan revisions for approval by the Department and DFCM no less than ninety (90) days prior to the start of the building remodeling.

I. Equipment

1. The Department agrees to provide to the Contractor medical and clinic equipment currently located on the first floor of the building for use in carrying out the terms of this contract in exchange for a reduction of $60,000.00 (sixty thousand dollars) per state fiscal year. This expense will be deducted on a quarterly basis from the contract amount received by the Contractor each quarter.
2. The Contractor shall maintain medical and clinic equipment in working condition, pay for repairs, replace as needed and calibrate all clinic equipment in December of each year. See Attachment D for inventory list of medical and clinic equipment.

J. Parking

1. The Department will manage and determine which area of the parking lot each party will occupy.
2. The parking lot shall include stalls for patient parking, Department employee parking, Office of Medical Examiners and the Contractor.
3. Parking passes will be provided by the Department to all approved parties.

K. Building Oversight

1. The Department agrees to maintain responsibility over the building through its contract with DFCM.
2. The Contractor shall be responsible for any damage, injury, loss or additional cost to repair damage due to any action performed or requested by the Contractor, its employees, agents, subcontractors, invitees or volunteers.
3. A building manager will be staffed in the building to address and manage building issues and needs.
4. The Department will provide building access badges to approved parties.

L. Funding

1. The Department agrees to pay the Contractor $800,000 (eight hundred thousand dollars) per year divided into four quarterly payments. Payments will be based on satisfactory performance for services outlined under this contract and based on increased number of CYSHCN served. The quarterly amount will be reduced as indicated in Sections (H.1., H.3., and I.1.). In no event shall the aggregate amount of payments made to the Contractor exceed the maximum contract amount, as set forth on page one of the contract.
2. The Department agrees to allow the Contractor to allocate a portion of the contract funds for in-state travel to provide rural clinic services.
3. Funding shall not be used for out-of-state travel.
4. No more than 10% (ten percent) of funds or eighty thousand dollars ($80,000) may be used for administrative costs, in accordance with the Title V Block Grant regulations, and shall be reported on the monthly report.
5. Final quarterly payment may be withheld until all contractually required reports have been received and verified by the Department to include successful completion of the services outlined in the contract.
6. The Department shall reduce the amount of monies from the total contract amount received by the Contractor for occupancy, equipment and building oversight.

M. Contingency Plan

1. If the Contractor cannot meet all the terms of this contract, the Contractor shall give ten (10) months' notice to the Department and the Contractor shall work collaboratively to make appropriate arrangements for transition and transfer of operations back to the Department.
2. If the Contractor is not meeting the terms of this contract, the Department agrees to give six (6) months written notice of termination of the contract.

N. Patient Records

1. The Department agrees to provide Contractor with access to appropriate records and information for active and scheduled patients to provide for continued patient care consistent with HIPAA and HIPAA Privacy rules and guidelines.
2. The Department agrees to determine procedures for providing contractor with access to records thirty (30) days prior to Contractor taking full management of clinic operation.
3. The Contractor shall retain all medical records for a period of six years from the day the Contractor submits its final expenditure report; or in the case of a minor patient or client, for a period of four years after the patient or client attains the age of majority (22 years of age), whichever is later.

O. Mutual Agreement

Both parties agree not to make any negative public statement which creates or tends to create the impression of incompetence or lack of professionalism of either party. Any such statement shall be considered a violation of this contract.

P. Entire Contract

This Contract together with any attachments constitutes the entire understanding between the parties and supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties regarding the contract. There are no verbal agreements that modify, interpret, construe or affect this contract.