

Department of Workforce Services
Request for Proposals (RFP)

Short Term Mental Health Services

Solicitation 22-DWS-S011

APPLICATION DUE: Friday, December 10th, 2021 by 5:00 PM



Table of Contents

Introduction and Objective	3-4
Grant Information	5-7
Application Process	8-9
Submission Checklist	10

Appendix

Appendix A – Short Term Mental Health Bid Response Information Application	11-13
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Attachments

Attachment A – State Terms and Conditions	14-18
Attachment B – DWS Supplemental Terms and Conditions.....	19-24
Attachment C – Scope of Work	25-29
Attachment D – Reimbursement Rates and Service Requirements	30-40
Attachment E – DWS Mental Health Contract Invoice	41
Attachment F – DWS Mental Health Supporting Invoice	42
Attachment G – DWS Monthly Summary Form	43
Attachment H – DWS Discharge Summary Form Page One	44
Attachment I – DWS Discharge Summary Form Page Two	45
Attachment J – DWS Documentation Guide	46
Attachment K – Referral and Payment Authorization Form- Adult.....	47
Attachment L – Referral and Payment Authorization Form- Child	48
Attachment M – Release of Information Form- Adult	49
Attachment N – Release of Information Form- Child	50-51
Attachment O – Background Check Policy	52-54
Attachment P – Code of Conduct	55-57
Attachment Q – Non-Disclosure Agreement	58

INTRODUCTION AND OBJECTIVE/PURPOSE

OVERVIEW

The purpose of the RFP is to contract with qualified mental health treatment providers to provide short-term mental health services, including substance abuse treatment, to customers of the Department of Workforce Services who are eligible to receive services under the Family Employment Program (FEP) and the Temporary Assistance to Need Families (TANF) on an as needed basis. Receipt of a contract does NOT guarantee that any the contractor will receive any referrals.

The primary goal of these services is to reduce identified mental health issues so TANF eligible customers can successfully obtain employment or some other means of self-sufficiency. Contracts resulting from this RFP will allow TANF eligible customers to access short-term mental health services as part of employment retention efforts. Contracted clinical services are not intended to supplant established Medicaid providers but rather to enhance the service delivery capacity available to TANF eligible customers. Contracted clinical services will be specifically intensive and short-term. Contractors will generally be expected to provide services on a weekly basis and must complete them within the authorized time frame. Individual and/or group substance abuse treatment should be a minimum of 60 days based upon need and approval by the referring LCT.

This RFP may result in awards to multiple vendors in order to meet statewide and regional needs for services.

NOTE: Vendors who are currently contracted to provide Short Term Mental Health services do not need to reapply. This is application process is for new providers only.

POPULATION SERVED

DWS Customers who are eligible for FEP/TANF funded services.

PROGRAM SERVICES

Contractor must be able to provide one or more of these services:

1. **Individual Mental Health Therapy** – The provision of face-to-face or telehealth clinical treatment with a focus on improving the customer’s ability to participate in employment and/or employment related activities through emotional and mental adjustments and increased social functioning based on measurable treatment goals identified in the customer’s individual treatment plan.
2. **Conjoint/Family Therapy** - The provision of face-to-face or telehealth clinical treatment with the customer and one or more members of the identified family unit in the same session with a focus on improving the customer’s ability to participate in employment and/or employment related activities through emotional and mental adjustments and

increased social functioning based on measurable treatment goals identified in the customer's individual treatment plan.

3. **Group Mental Health Therapy** - The provision of face-to-face or telehealth clinical treatment with two or more individuals in the same session with a focus on improving the customer's ability to participate in employment and/or employment related activities through emotional and mental adjustments and increased social functioning based on measurable treatment goals identified in the customer's individual treatment plan. Groups should not exceed ten (10) individuals unless a co-therapist is present.
4. **Psychological Testing** - The provision of administering, evaluating and submitting a written report of the results of psychometric, diagnostic, projective or standardized IQ tests by a licensed psychologist or psychiatrist.
5. **Psychiatric/Medication Evaluation** - A clinical evaluation by a licensed psychiatrist or licensed advanced practice registered nurse (APRN) for the purpose of evaluating mental status and treatment needs. Services may include the need for and prescribing of psychotropic medications.
6. **Medication Management** - Services provided by a licensed physician, licensed physician's assistant (PA) or licensed advanced practice registered nurse (APRN) with prescriptive practice for the purpose of prescribing, administering, monitoring or reviewing medication and the medication regime.
7. **Mental Health Evaluation** – The identification of the existence, nature, or extent of mental illness or other disabling behaviors or circumstances (not medically related).
 - a. LCTs must establish a valid reason and provide documentation in order to utilize the mental health evaluation services.
 - b. LCTs must obtain pre-authorization from a Clinical Services Program supervisor prior to initiating services for a mental health evaluation conducted by a Contractor.
8. **Additional Processing Charges** – Compensation for time spent on required reporting forms.
 - a. One time treatment plan preparation service charge – Treatment plan report must be submitted within ten (10) calendar days after the second individual mental health therapy appointment.
 - b. Monthly documentation charge – Only applies to adult customers authorized and receiving individual and/or family mental health therapy and must be submitted by the 5th calendar day of the month.
 - c. Discharge summary documentation charge – Must be submitted within ten (10) calendar days after termination.

REQUEST FOR PROPOSAL INFORMATION

MINIMUM REQUIREMENTS

In order to be considered eligible for this contract, an individual, business or organization shall:

1. Be licensed, or ensure that all its clinical staff are licensed, and in good standing with the Utah Department of Commerce Division of Occupational and Professional Licensing (DOPL), to provide mental health treatment.
 - a. Provide a copy of current license or licenses to DWS
 - b. Maintain current license or licenses during the duration of the contract
2. Where required, staff must work under appropriate supervision, see *Attachment D: Reimbursement Rates and Service Requirements*.
3. Be able to provide at least one of the following services:
 - a. Individual Mental Health Therapy
 - b. Conjoint/Family Therapy
 - c. Group Mental Health Therapy
 - d. Psychological Testing
 - e. Medication Evaluation
 - f. Medication Management
 - g. Mental Health Evaluation
4. Be able to provide services in at least one county in Utah.
5. Successful contractors must only provide services which are within the scope of their licenses.

OTHER INFORMATION

1. Organizations and/or programs that have a religious affiliation will be required to provide assurance that contract funds will not be used for religious instruction.
2. Organizations previously receiving a Short Term Mental Health Contract from DWS must be in good standing to be considered for this short term mental health contract.

FUNDING

1. The contract is funded by TANF Funds.
2. Funding will be distributed on a fee-for service basis.
 - a. The Contractor agrees to accept the reimbursement rates established in *Attachment D: Reimbursement Rates and Service Requirements*.
 - b. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
 - c. Reimbursement may be held until the Contractor has resolved any issues regarding compliance with grant requirements, including outcomes.

PERIOD OF PERFORMANCE

1. Funding for grant recipients begins January 1, 2022. Grant period ends December 31, 2026.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

EVALUATION AND AWARD

1. Applicants will use the **Bid Response Application Form** to submit the required documents. This is a fillable PDF form with the ability to include multiple attachments prior to submission.
2. Any applicant who successfully completes the **Bid Response Application Form** and submits all the required documents will receive a contract. *Receipt of a contract does not guarantee that the contractor will receive any referrals.*
3. Organizations/individuals may only submit one **Bid Response Application Form**.
4. Applicants must be available for questions or clarification during the contact review period.
5. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
6. Awards will be made to the applicant(s) who, in the judgment of DWS, have successfully completed the **Bid Response Application Form**, including all the required documents. DWS will review the **Bid Response Application Form** to ensure the applicant has met the requirements. Awards may be determined to ensure statewide services.
7. Successful contract applications will be open to public inspection after contract award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. A "Claim of Business Confidentiality" must accompany the contract application.

APPLICATION DOCUMENT REQUIREMENTS

The following documents are required as part of the application process in order to execute a contract for Short Term Mental Health services. Documents that are not able to be attached at the time of application submission must be received before a contract can be executed (prior to January 1, 2022).

1. Business License- for for-profit corporations or individuals
2. 501(c)(3) Letter – for non-profit corporations only
3. Insurance Certificate and Endorsement as outlined *in Attachment B: DWS Supplemental Terms and Conditions*.
4. List of all employees/contactors/subcontractors and their position, role or title
5. Copies of current licenses for all clinical staff

6. Copies of *Attachment Q: Non- Disclosure Agreement*- One for each staff or volunteer with access to customer information
7. Copies of the signature page of *Attachment P: Code of Conduct*, one copy signed by each employee
8. Copies of current background checks for all employees as outlined in **section B** of *Attachment O: Background Check Policy* (**emailed** to either Dorothy Hall, dthall@utah.gov or TJ Seegmiller, tseegmiller@utah.gov)

QUESTIONS

Questions requesting clarification or interpretation of any section of this RFP should be submitted via [Google Form](#) or before Wednesday, December 8, 2021, 5:00 PM. All questions will be made public. All questions and written responses will be posted by Friday, December 10, 2021, 5:00 PM, on the DWS website at <https://jobs.utah.gov/department/rfg/tanf.html> for all prospective applicants to view. Direct questions to the following:

- Contract Owner: Dorothy Hall, dthall@utah.gov, 801-526-9885
- Contract Analyst: TJ Seegmiller, tseegmiller@utah.gov, 435-393-5370

ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than Tuesday, December 7, 2021 at 5:00 PM.

APPLICATION PROCESS

TIMELINE

- **Wednesday, December 1 2021, 3:00-4:00pm:** Pre-Proposal Meeting
- **Friday, December 10, 2021, 5:00 PM:** Application Submission Deadline
- **December 2021:** Anticipated Contract Award Date
- **January 1, 2022:** Award Effective Date

PRE-PROPOSAL MEETING

1. Webinar:

Wednesday December 1, 2021, 3:00-4:00pm

Meeting ID:

meet.google.com/gps-yksa-yp

Phone Numbers

(US)+1 617-675-4444

PIN: 240 829 946 7646#

2. This meeting will take place on Google Meet only. We will talk about how to fill out the webform and attached documents. We will answer and questions applicants have at this time.

REQUIRED DOCUMENTS

1. Business License- for for-profit corporations or individuals
2. 501(c)(3) Letter – for non-profit corporations only
3. Insurance Certificate and Endorsement as outlined in *Attachment B: DWS Supplemental Terms and Conditions*.
4. List of all employees/contractors/subcontractors and their position, role or title
5. Copies of current licenses for all clinical staff
6. Copies of Attachment Q – *Non-Disclosure Agreement*-One for each staff or volunteer with access to customer information.
7. Copies of the signature page of *Attachment P: Code of Conduct*, one copy signed by each employee
8. Copies of current background checks for all employees as outlined in *Attachment O: Background Check Policy* ((Email to TJ Seegmiller, tseegmiller@utah.gov or Dorothy Hall, dthall@utah.gov)

HOW TO APPLY

1. Organizations or individuals may only submit one application. Multiple services may be included on one application.
2. By submitting an application to this RFP, the Applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the Q&A period. The Applicant further acknowledges that it has read this RFP, along with any attached or referenced documents, including the Terms and Conditions.
3. Applicant must use the **Bid Response Application** Webform found here to submit an application.
4. Applicant must bear the cost of preparing and submitting the application.
5. Application should be submitted as outlined so the staff can determine if applicant has completed the **Bid Response Application Form** and submitted the required documents.
6. Failure to comply with any part of the RFP will result in disqualification of the application.
7. Applications must be received no later than 5:00 PM, Friday, December 10, 2021. Application may not be faxed. Late applications will not be accepted.
8. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded prior to reviewing the forms for completeness.
9. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.

SUBMISSION CHECKLIST

Application Checklist	
Application is due: Friday, December 10, 2021 by 5:00 PM	
<input type="checkbox"/>	Bid Response Application Webform completed
<input type="checkbox"/>	Copy of Business License or 501(c)(3) Letter
<input type="checkbox"/>	Copy of valid Insurance Certificate
<input type="checkbox"/>	List of all employees/contractors/subcontracts and their position/role/title
<input type="checkbox"/>	Copies of current licenses for all clinical staff
<input type="checkbox"/>	Copies of signed Non-Disclosure Agreement for all staff/volunteers with access to customer information
<input type="checkbox"/>	Copies of signed Code of Conduct for all employees
<input type="checkbox"/>	Copies of current and completed background checks for all employees/volunteers

Application must be received by Friday, **December 10th, 5:00 PM**. Submit the **Bid Response Application Form** and all required attachments as appropriate.

Questions:

Contract Owner: Dorothy Hall, dthall@utah.gov , 801-526-9885

Contract Analyst: TJ Seegmiller, tseegmiller@utah.gov, 435-393-5370

Appendix A: Department of Workforce Services Short Term Mental Health Bid Response Application

CONTRACTOR

Contractor: _____

Federal Tax ID or SSN#: (if using social security number, please contact DWS, do not provide on this form)

This contractor is doing business as: Individual/Sole Proprietor For-Profit Corporation
 Non-Profit Organization (attach 501(c)(3) letter) Government Agency

EXECUTIVE DIRECTOR OR EQUIVALENT (person authorized to sign application and/or an awarded contract):

Name: _____ Position: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____

POINT OF CONTACT (if different from above)

Name: _____ Position: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

BILLING CONTACT

Name: _____ Position: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____

GEOGRAPHIC LOCATION (Check all boxes where services will be provided)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Beaver County | <input type="checkbox"/> Emery County | <input type="checkbox"/> Morgan County | <input type="checkbox"/> Summit County |
| <input type="checkbox"/> Box Elder County | <input type="checkbox"/> Garfield County | <input type="checkbox"/> Piute County | <input type="checkbox"/> Tooele County |
| <input type="checkbox"/> Cache County | <input type="checkbox"/> Grand County | <input type="checkbox"/> Rich County | <input type="checkbox"/> Uintah County |
| <input type="checkbox"/> Carbon County | <input type="checkbox"/> Iron County | <input type="checkbox"/> San Juan County | <input type="checkbox"/> Utah County |
| <input type="checkbox"/> Davis County | <input type="checkbox"/> Juab County | <input type="checkbox"/> Salt Lake County | <input type="checkbox"/> Wasatch County |
| <input type="checkbox"/> Daggett County | <input type="checkbox"/> Kane County | <input type="checkbox"/> Sanpete County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Duchesne County | <input type="checkbox"/> Millard County | <input type="checkbox"/> Sevier County | <input type="checkbox"/> Wayne County |
| | | | <input type="checkbox"/> Weber County |

CHECK ALL SERVICES THE CONTRACTOR IS ABLE TO PROVIDE. CHANGES IN SERVICES OFFERED MUST BE REPORTED TO THE DEPARTMENT IN WRITING. SERVICE DESCRIPTIONS CAN BE FOUND IN ATTACHMENT D, SERVICE REQUIREMENTS.

Check the services the contractor can provide.

- | | |
|---|---|
| <input type="checkbox"/> Individual Mental Health Therapy | <input type="checkbox"/> Medication Evaluation |
| <input type="checkbox"/> Conjoint/Family Therapy | <input type="checkbox"/> Medication Management |
| <input type="checkbox"/> Group Mental Health Therapy | <input type="checkbox"/> Mental Health Evaluation |
| <input type="checkbox"/> Psychological Testing | |

Checklist

Contractor:

SECTION A: By checking, the contractor agrees to all contract requirements as listed below. All boxes must be checked to be eligible for this contract.

The contractor:

- <https://jobs.utah.gov/apply/forms/feet.html>
- 1. Understands that this is a fee for service contract
 - 2. Understands that recipient of the contract does NOT guarantee any referrals
 - 3. Is able to provide at least one of the clinical services listed on *Attachment D, Reimbursement Rates and Service Requirements*
 - 4. Agrees to provide weekly services unless other arrangements are approved
 - 5. Understands that any clinical services under this contract cannot be initiated without receipt of hardcopies of the *Social Work Services Referral/Payment Authorization, Form 214b* (Attachments K/L) **and** the *Clinical Authorization for Release of Information- Adult/Child, Form 215a/b* (Attachments M/N) signed by the customer
 - 6. Is willing to accept the reimbursement amounts as listed on *Attachment D, Reimbursement Rates and Service Requirements*
 - 7. Maintains that all employees/contractors/subcontractors are licensed to provide clinical mental health services as listed on *Attachment D: Reimbursement Rates and Service Requirements*
 - 8. Agrees to provide therapeutic services in accordance with professional licensing requirements and guidelines
 - 9. Is able to initiate clinical services within 10 business days from the date of receiving the referral for services
 - 10. Understands the intent of this agreement is to provide short-term mental health services that focus on improving the customer's ability to participate in employment or employment related activities
 - 11. Understands that consultation with the referring LCT must occur when a customer's mental health condition is assessed as meeting Severely Persistent Mental Illness (SPMI) guidelines to determine if transfer to a Medicaid provider is necessary
 - 12. Agrees to submit all required forms within the established time frames listed on *Attachment D: Reimbursement Rates and Service Requirements*
 - 13. Agrees to notify the referring LCT by email within 24 hours when a customer has not shown for any scheduled appointment or has two (2) consecutive canceled appointment
 - 14. Agrees to include the customer name, payment authorization number and referring LCT on all correspondence, documentation, reports and forms submitted to the Department
 - 15. Authorizes the Department to send any and all written reports/documents related to services paid for by this contract directly to the Social Security Administration in situations where clinical staff support and are assisting the referred TANF eligible customer in securing Social Security or Supplemental Security Income Disability benefits
 - 16. Agrees to the monitoring requirements as outlined on *Attachment C, Scope of Work*
 - 17. Does not have a conflict of interest as outlined in *Attachment A, State of Utah Standard Terms and Conditions For Services*
 - 18. Is not a designated Medicaid managed care entity in receipt of prepaid mental health plan funding

SECTION B: Please provide the following documents with your application.

- I. Business License
- II. Insurance Certificate and Endorsement as outlined in *Attachment B: DWS Supplemental Terms and Conditions*
- III. List of all employees/contractors/subcontractors and their position/role/title
- IV. Copies of current licenses for all clinical staff
- V. Copies of *Attachment Q- Non-Disclosure Agreement*- One for each staff or volunteer with access to customer information
- VI. Copies of the signature page of *Attachment P- Code of Conduct* signed by all employees
- VII. Copies of current background checks for all employees as outlined in *Attachment O, Background Check*
- VIII. 501(c)(3) Letter - If applicable

SECTION C: Documents to Attach

Note: Documents that are not able to be attached at the time of application submission must be received before a contract can be executed (prior to January 1, 2022).

_____ Business License OR 501(c)(3) Letter (whichever applies)

_____ Insurance Certificate

_____ List of all employees/contractors/subcontractors and each of their position/role/title

_____ Copies of current licenses for all clinical staff

_____ Signed Non-Disclosure Agreement for all staff and any volunteers with access to customer information

_____ Signed Code of Conduct for all employees

_____ Copies of background checks for all employees (DO NOT PROVIDE if full social is used, please contact TJ Seegmiller at tjseegmiller@utah.gov)

DO NOT FILL OUT
Fillable Forms Found at
<https://jobs.utah.gov/department/rfg/tanf.html>

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Contract Signature Page(s)”** means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) **“Contractor”** means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - e) **“Custom Deliverable”** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **“Services”** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - g) **“Proposal”** means Contractor’s response to the State Entity’s Solicitation.
 - h) **“Solicitation”** means the documents used by the State Entity to obtain Contractor’s Proposal.
 - i) **“State Entity”** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) **“State of Utah”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) **“Subcontractors”** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
 - l) **“Work Product”** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor’s intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** The Status Verification System, also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing

similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential

Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
45. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS, or the State of Utah. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.

3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.

4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.

5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. **MONITORING:**
 - a. DWS shall have the right to monitor CONTRACTOR'S performance under this Contract. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this contract. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review and/or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
 - b. If it is discovered that CONTRACTOR is in default (not in compliance with the contract), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and/or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other Contracts between the CONTRACTOR and DWS.
 - c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
7. **CODE OF CONDUCT** (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
 - a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
 - b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
 - c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - d. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

- i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
 - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
10. **CONTRACT TERMINATION:** The following are in addition to the termination terms in the State Terms and Conditions.
- a. **Termination for Cause:** Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages.
 - b. **Immediate Termination:** If CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows DWS to terminate the Contract immediately for a violation of that provision, DWS may terminate this Contract immediately by notifying CONTRACTOR in writing. DWS may also terminate this Contract immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
 - c. **No-Cause Termination:** This Contract may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
 - d. **Accounts and Payments at Termination:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
 - e. **Remedies for CONTRACTOR's Violation:** In the event this Contractor is terminated as a result of a default by CONTRACTOR, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
11. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied.

DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

12. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
13. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
14. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
15. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
16. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

17. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**

- a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
 - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - iii. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement And Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

18. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

19. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and

II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

20. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
21. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system where by recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
22. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
23. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law.

CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable.

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

**ATTACHMENT C:
SCOPE OF WORK
Short Term Mental Health Fee for Service**

Background

Department of Workforce Services (the Department) Clinical Services Program Licensed Clinical Therapists (LCT) primarily utilize identified community resources to assist Family Employment Program (FEP) customers minimize or alleviate identified mental health concerns. Clinical Services Program staff are dedicated to ensuring that FEP/TANF eligible customers have full and timely access to mental health, substance or domestic violence treatment services. The purpose of these clinical services is to assist FEP/TANF eligible customers stabilize identified mental health, substance and domestic violence issues preventing or interfering with their ability to fully participate in employment and employment related activities.

Purpose

The Department ensures the provision of clinical services internally and, when appropriate, through the utilization of community treatment providers. Community treatment providers include: (1) local mental health, substance and domestic violence treatment agencies designated as Medicaid providers throughout the State of Utah, and (2) local mental health, substance and domestic violence treatment agencies, which have established contracts with the Department to provide identified services. Contract clinical services specifically address mental health issues that impair customers' ability to be full participants in the FEP/TANF eligible program. The primary goal is to reduce these identified mental health issues so that FEP/TANF eligible customers can successfully obtain employment or some other means of self-sufficiency. Contracted clinical services are not intended to supplant the established Medicaid provider but rather to enhance the service delivery capacity available to FEP/TANF eligible customers. FEP/TANF eligible customers are eligible to receive supportive services through Temporary Assistance for Needy Families (TANF) provisions.

Services

1. Individual Mental Health Therapy – The provision of face-to-face or telehealth clinical treatment with a focus on improving the customer's ability to participate in employment and employment related activities through emotional and mental adjustments and increased social functioning based on measurable treatment goals identified in the customer's individual treatment plan.
2. Conjoint/Family Therapy - The provision of face-to-face or telehealth clinical treatment with the customer and one or more members of the identified family unit in the same session with a focus on improving the customer's ability to participate in employment and employment related activities through emotional and mental adjustments and increased social functioning based on measurable treatment goals identified in the customer's individual treatment plan.
3. Group Mental Health Therapy - The provision of face-to-face or telehealth clinical treatment with two or more individuals in the same session with a focus on improving the customer's ability to participate in employment or employment related activities through emotional and mental adjustments and increased social functioning based on measurable treatment goals identified in the customer's individual treatment plan. Groups will not exceed ten (10) individuals unless a co-therapist is present.
4. Psychological Testing - The provision of administering, evaluating and submitting a written report of the results of psychometric, diagnostic, projective or standardized IQ tests by a licensed psychologist or psychiatrist.
5. Psychiatric / Medication Evaluation - A clinical evaluation by a licensed psychiatrist or licensed advanced practice registered nurse (APRN) for the purpose of evaluating mental status and treatment needs. Services may include the need for and prescribing of psychotropic medications.

6. Medication Management - Services provided by a licensed physician, licensed physician's assistant (PA) or licensed advance practice registered nurse (APRN) with prescriptive practice for the purpose of prescribing, administering, monitoring or reviewing medication and the medication regime.
7. Mental Health Evaluation – The identification of the existence, nature, or extent of mental illness or other disabling behaviors or circumstances (not medically related).
 - a. LCTs must establish a valid reason and provide documentation in order to utilize the mental health evaluation services.
 - b. LCTs must obtain pre-authorization from a Clinical Services Program supervisor prior to initiating services for a mental health evaluation conducted by a Contractor.
8. Additional Processing Charges – Compensation for time spent on required reporting forms.
 - a. One-time treatment plan preparation service charge – Treatment plan report must be submitted within ten (10) calendar days after the second individual mental health therapy appointment.
 - b. Monthly documentation charge – Only applies to adult customers authorized and receiving individual or family mental health therapy and must be submitted by the 5th calendar day of the month.
 - c. Discharge summary documentation charge – Must be submitted within ten (10) calendar days after termination.

Contractor Responsibilities

Expectations for Contractors of short-term mental health services are delineated within the established contract between the Department and the Contractor. Contracts are legal entities and can only be modified as set forth within the contract guidelines. The Clinical Services Program manager is the authorized agent to negotiate changes set forth within the established contracts. This process is managed in coordination with the Department Purchasing Division. LCTs are not authorized to negotiate changes or alterations of established contracts. Unless otherwise stated within the formal contract, Contractors of short-term mental health services have agreed to meet the following conditions:

1. Initiate requested services only upon electronic receipt of the Social Work Services Referral/Payment Authorization (Form 214b) and the Clinical Authorization for Release of Information – Adult/Child (Form 215a/b) signed by the customer.
2. Meet face-to-face with the customer for clinical services within ten (10) calendar days of referral.
3. Upon coordination with the Department LCT, initiate short-term mental health services that focus on improving the customer's ability participate in employment or employment related activities.
4. Email a written comprehensive treatment plan within ten (10) calendar days from the date of the second face-to-face therapy session with the customer using the established format provided by the Department.
5. Consult with the referring LCT when the customer's mental health condition is reassessed as meeting Severely Persistent Mental Illness (SPMI) guidelines to determine if transfer to a Medicaid provider is necessary.
6. Promptly notify the referring LCT by Email when the FEP/TANF eligible customer has not shown for any scheduled appointment or has had two (2) cancelled appointments.
7. Email a monthly progress summary by the fifth calendar day of the month following utilized services, using the established format provided by the Department.
8. Provide therapeutic services in accordance with Professional Licensing requirements and guidelines.
9. Email a discharge summary within ten (10) calendar days from termination using the established format provided by the Department.
10. Authorize the Department to send any and all written reports/documents related to services paid for by this contract directly to the Social Security Administration in situations where we

support and are assisting the referred FEP/TANF eligible customer in securing Social Security and Supplemental Security Income Disability benefits.

11. Authorize the Department to send any and all written reports/documents related to services paid for by this contract directly to entities that are determined appropriate to receive GRAMA requested documentation as authorized by the Department's Information Disclosure Office.

Department of Workforce Services Responsibilities

Specific assistance related to the FEP/TANF eligible customer's situation, i.e. progress or lack thereof, lack of follow through, inability to make contact, or changes in treatment needs will be handled by the referring LCT upon contact by the Contractor.

Billing and funding related assistance are handled through Clinical Services Program administration.

Clinical Services Program administration is responsible to establish and maintain accurate and professional documentation regarding all contract billing claims. This documentation is coordinated with and provided to the Department Finance Division. The Clinical Services Program manager or designee is responsible to oversee and manage billing information and documentation. Unless otherwise stated within the formal contract, the Clinical Services Program manager or designee is responsible to meet the following conditions:

1. Verify that all services listed on the Billing Invoice are authorized on the Social Work Services Referral/Payment Authorizations (Forms 214b).
2. Resolve any authorization concerns or problems associated with invoices by reviewing documentation, contacting the submitting Contractor and consulting with the referring LCT. If discrepancies are not resolved, the Clinical Services Program manager and the Finance Department designee will review information and documentation and determine the final resolution in accordance with contract guidelines and Department requirements.
3. Submit Billing Invoices approved for payment to the Finance Department.
4. Monitor funding balances and resolve any discrepancies relating to agency funding, and if necessary, notify LCTs of any funding shortfalls and possible termination of services.
5. Review any written reports and documents of services paid for by this contract for appropriateness prior to forwarding them to the Social Security Administration in support of a referred FEP/TANF eligible customer's disability determination.

Pathways

1. The FEP/TANF eligible customer completes a clinical evaluation with an LCT.
2. The LCT identifies that the FEP/TANF eligible customer has issues related to a mental health condition.
3. The FEP/TANF eligible customer agrees to participate in clinical interventions to minimize or alleviate the impact the mental health condition has upon the ability to participate in employment or employment related activities.
4. If the FEP/TANF eligible customer's mental health condition is deemed appropriate for short-term mental health services through the contract, the LCT selects a suitable short-term mental health Contractor and completes the referral process after securing the FEP/TANF eligible customer's signature on a Clinical Authorization for Release of Information – Adult/Child (Form 215a/b).
5. The LCT sends the Social Work Services Referral Payment Authorization (Form 214b), the signed Clinical Authorization for Release of Information – Adult/Child (Form 215a/b) and the written clinical evaluation report to the selected short-term mental health Contractor.
6. The FEP/TANF eligible customer awaits contact by the selected short-term mental health Contractor to schedule the first face-to-face session.

Eligibility Requirements

The referring LCT will:

1. Verify the identified customer is eligible to receive TANF Family Employment Program (FEP) and Medicaid services or are deemed eligible for TANF Needy Family services, presumptive eligibility rules apply.
2. Verify that Department staff identified concerns that the FEP/TANF eligible customer is experiencing participation issues, which impair or prevent the ability to actively and fully engage employment and employment related activities.
3. Evaluate and confirm the existence of a mental health condition requiring additional clinical evaluation, testing and clinical treatment.
4. Contact the customer promptly upon receipt of information from the provider that the customer is not attending therapy sessions.
5. In the event of consistent lack of participation in treatment, determine whether de-authorization of services is necessary.

Medicaid Criteria

The referring LCT is required to utilize the designated Medicaid provider when:

1. The general eligibility criteria have been met.
2. The identified FEP/TANF eligible customer is determined to require long term clinical intervention.
3. The established Medicaid provider is able to initiate the clinical services identified by the referring LCT within ten (10) working days. The Medicaid provider intake process does not constitute the initiation of services.

Short-Term Mental Health Contract Criteria

The LCT may utilize a Contractor of short-term mental health services when:

1. The general eligibility criteria have been met.
2. The established Medicaid provider is unable to initiate the services identified by the referring LCT within ten (10) working days. The Medicaid provider intake process does not constitute the initiation of services.
3. The identified FEP / TANF eligible customer need is determined by the referring LCT to be short-term in nature.

Short term interventions are designed to meet three basic purposes, which are: (1) to clearly identify and clarify complicated mental health, substance and domestic violence issues experienced by the customer, (2) to provide brief therapeutic techniques to assist the customer in stabilizing identified mental health, substance, and domestic violence issues, and (3) to increase the identified FEP / TANF eligible customer's ability to participate in employment and employment related activities. Brief therapeutic services are generally considered to be 8-16 sessions.

Deliverables/Outcomes

With respect to the purpose of clinical services as stated in the Background statement above, Clinical Services Program anticipates that FEP/TANF eligible customers referred to Contractors of short-term mental health services will receive appropriate clinical treatment and interventions that will increase their ability to actively participate in employment plan activities designed to move them toward self-sufficiency.

FEP/TANF eligible customers who successfully complete clinical services provided by the Contractors of short-term mental health services should be ready to resume negotiated tasks and

activities that support their ability to fully participate in employment and employment related activities.

Clinical Services Program will measure outcomes by comparing the number of successfully completed negotiated tasks and activities before and after the FEP/TANF eligible customer successfully completes services provided by Contractors of short-term mental health services.

Monitoring

1. Regular, ongoing monitoring will be conducted upon receipt of monthly Billing Invoices before a request for payment is submitted to the Department Finance Division.
2. A minimum of one full monitoring interaction will be made to each Contractor per year.
 - a. Ten cases or 10 percent of referrals in a 12-month period will be reviewed, whichever is higher.
 - b. In situations where there are less than 10 referrals in a 12-month period, all cases for the monitoring period will be reviewed.
 - c. Scheduling will be coordinated with Contractor.
3. A copy of the monitoring tool will be provided to Contractor at the time the contract is awarded during the orientation process.
4. The contract monitoring process may take into consideration customer satisfaction surveys.
5. The contract monitoring process may include LCT surveys

ATTACHMENT D:
REIMBURSEMENT RATES AND SERVICE REQUIREMENTS

Reimbursement rates have been established utilizing the current standard Medicaid rate for each identified service; these will be based on the 2014 Utah Medicaid Fee Schedule. Funding for these services is not connected to the Medicaid program. Medicaid service descriptions and rates have been used only as a resource for creating contract guidelines. Contractor agrees to provide the following services in accordance to the attached guidelines:

1. **Individual Psychotherapy:** Face-to-face interventions with an individual customer with a focus on improving the customer's emotional and mental adjustment, social functioning and self-sufficiency. Interventions are based on measurable treatment goals identified in the customer's individual treatment plan.

Who:

- a. A licensed mental health therapist
- b. An individual who is working within the scope of his or her certificate or license:
 - i. Certified psychology resident working under the supervision of a licensed psychologist
 - ii. Certified social worker working under the supervision of a licensed clinical social worker
 - iii. Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse
 - iv. Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist
 - v. Associate clinical mental health counselor working under the supervision of a licensed mental health therapist
- c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, 1953, as amended, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

Note: The Department requires that the student must be attending an accredited master's program and must be directly supervised by an on- site licensed mental health therapist. All written reports, including monthly summaries, must be reviewed and countersigned by the on-site licensed mental health therapist before submission to the referring LCT.

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

- Record:** Written clinical note per session, including the date of service, progress toward treatment plan goals and duration.

- Unit:** \$26.00 per 15 minutes
- The standard duration of an individual psychotherapy session is up to and including four 15-minute units.
 - If a given individual psychotherapy session exceeds the authorized rate due to a crisis or unforeseen matter, Contractor agrees to contact the referring LCT within 5 calendar days, detailing why the additional units were required. Written clinical note must include these details, that the LCT was contacted for authorization and the actual duration.
 - The initial individual psychotherapy session may be billed up to six units without explanation in order to complete the intake process. The written clinical note must document the initial session and the extended time utilized.

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy".

2. **Family/Conjoint Psychotherapy:** Face-to-face clinical intervention with the customer and one or more members of the identified family unit, in the same session, to improve the customer's emotional and mental adjustment, social functioning and self-sufficiency. Interventions are based on measurable treatment goals identified in the customer's individual treatment plan.

Who:

- a. A licensed mental health therapist
- b. An individual who is working within the scope of his or her certificate or license:
 - i. Certified psychology resident working under the supervision of a licensed psychologist
 - ii. Certified social worker working under the supervision of a licensed clinical social worker
 - iii. Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse
 - iv. Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist
 - v. Associate clinical mental health counselor working under the supervision of a licensed mental health therapist

- c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, 1953, as amended, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

Note: The Department requires that the student must be attending an accredited master's program and must be directly supervised by an on-site licensed mental health therapist. All written reports, including monthly summaries, must be reviewed and countersigned by the on-site licensed mental health therapist before submission to the referring LCT.

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

Record: Written clinical note per session, including the date of service, progress toward treatment plan goals and duration.

Unit: \$26.00 per 15 minutes

- The standard duration of a family/conjoint psychotherapy session is up to and including six (6) 15-minute units.
- If a given family/conjoint psychotherapy session exceeds the authorized rate due to a crisis or unforeseen matter, Contractor agrees to contact the referring LCT within 5 calendar days, detailing why the additional units were required. Written clinical note must include these details, that the LCT was contacted for authorization and the actual duration.

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy".

3. **Group Psychotherapy:** Face-to-face clinical treatment of two or more customers in the same session to improve the customer's emotional and mental adjustment, social functioning and self-sufficiency. Interventions are based on measurable treatment goals identified in the customer's individual treatment plan. Groups should not exceed 10 individuals unless a co-therapist is present.

Who:

- a. A licensed mental health therapist

- b.** An individual who is working within the scope of his or her certificate or license:
- i. Certified psychology resident working under the supervision of a licensed psychologist
 - ii. Certified social worker working under the supervision of a licensed clinical social worker
 - iii. Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse
 - iv. Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist
 - v. Associate clinical mental health counselor working under the supervision of a licensed mental health therapist
- c.** A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, 1953, as amended, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

Note: The Department requires that the student must be attending an accredited master's program and must be directly supervised by an on-site licensed mental health therapist. All written reports, including monthly summaries, must be reviewed and countersigned by the on-site licensed mental health therapist before submission to the referring LCT.

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

Record: For each session, written documentation of the date, actual time and duration. Monthly clinical note summarizing progress toward treatment goals. If a clinical note summarizing progress toward treatment goals is written for each group session, then a monthly note is not also required.

Unit: \$6.00 per session per customer

- The standard duration of a group mental health therapy session is up to and including eight 15-minute units.
- If a given group psychotherapy session exceeds the authorized rate due to a crisis or unforeseen matter, Contractor agrees to contact the referring LCT within 5 calendar days, detailing why the additional units were required. Written clinical note must include these details, that the LCT was contacted for authorization and the actual duration.

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as

vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy".

4. **Psychological Testing:** Administering (face-to-face), evaluating and submitting a type-written report of the results of psychometric, diagnostic, projective and/or standardized IQ tests for the purpose of evaluating the customer's mental status and treatment needs.

Who:

- a. A licensed physician
- b. A licensed psychologist
- c. A certified psychology resident working under the supervision of a licensed psychologist

Note: The Department requires that the student must be attending an accredited master's program and must be directly supervised by an on-site licensed mental health therapist. All written reports, including monthly summaries, must be reviewed and countersigned by the on-site licensed mental health therapist before submission to the referring LCT.

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

Record: Type-written documentation of the customer's name, payment authorization number, dates of testing, brief history, tests administered, test scores, evaluation of test results, current functioning of the examinee, diagnoses, prognosis, and treatment recommendations. The type-written report must be **sent by Email to wssowork_providerdocuments@utah.gov** within ten (10) calendar days following the completion of testing.

If unable to complete the evaluation due to failed appointments or other factors, a partial report, outlining the information gathered, must be submitted within ten calendar days of the termination of services.

Unit: \$34.00 per 15 minutes

- The standard duration of one psychological testing session is up to and including thirty-two 15-minute units.
- Includes interpretation and report
- Pre-authorization by the referring LCT is required before conducting any units beyond the standard listed above.
- If a given testing session exceeds the authorized rate due to a crisis or unforeseen matter, Contractor agrees to contact the referring LCT within 5 calendar days, detailing why the additional units were required. Written clinical note must include these details, that the LCT was contacted for authorization and the actual duration.

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy".

5. **Psychiatric/Medication Evaluation:** A clinical evaluation by a licensed psychiatrist or licensed advanced practice registered nurse (APRN) or physician's assistant with controlled substance (PACS) for the purpose of evaluating the customer's mental status and treatment needs. Services may include the need for and prescription of psychotropic medications.

Who:

- a. A licensed physician
- b. A licensed advanced practice registered nurse (APRN)
- c. A certified psychiatric resident working under the supervision of a licensed psychiatrist

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

Record: Evaluation report, including the customer's name, payment authorization number, current functioning of the examinee, diagnoses, prognosis and treatment recommendations. Type-written evaluation reports must be **sent by Email to wssowork_providerdocuments@utah.gov** within ten calendar days following the completion of the evaluation process with the customer.

Unit: \$34.00 per 15 minutes

- The standard duration of an individual psychiatric evaluation session/write up is up to and including ten 15-minute units.
- If a given Psychiatric/Medication Evaluation exceeds the authorized rate due to a crisis or unforeseen matter, Contractor agrees to contact the referring LCT within 5 calendar days, detailing why the additional units were required. Written clinical note must include these details, that the LCT was contacted for authorization and the actual duration.

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy".

6. **Medication Management:** Services provided by a licensed psychiatrist or licensed advanced practice registered nurse (APRN) with prescriptive practice for the purposes of prescribing, administering, monitoring and/or reviewing the customer's medication and medication regime.

Who:

- a. A licensed physician
- b. A licensed advanced practice registered nurse (APRN)
- c. A licensed physician's assistant with controlled substance (PACS)
- d. Another practitioner licensed under State law to prescribe, review, or administer medication acting within the scope of his /her license

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

Record: Clinical notes and medication order or copy of the prescription signed by the prescribing practitioner including the date of service and duration.

Unit: \$80.00 per encounter

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy".

7. **Monthly Documentation Charge:** Service charge per month for the complete and timely submission of the required monthly progress summary.

Rate: \$50.00 per month

- Only applicable for adult customers authorized and receiving individual and/or family/conjoint psychotherapy during the report months unless the reporting month is the month that the customer was initially referred.
- Monthly progress summary must include all required information, including, but not limited to, specific recommendations regarding participation hours.
- Only applicable when the completed monthly progress summary is **sent by Email to wssowork_providerdocuments@utah.gov on or before the 5th calendar day** of the month following the report month.
- In situations where the customer has not been seen during a report month, unless this occurs during the month the customer was initially referred, a discharge summary (See Item 8 below) is expected in lieu of a monthly progress summary.

- Exception for continued services following one month of no face to face contact requires approval by the referring LCT AND a type-written explanation on the monthly progress summary
- Reminder that the referring LCT must be contacted by email when a customer has one “no-show” or two consecutive canceled/rescheduled appointments.

8. Discharge Summary Documentation Charge: Service charge for the complete and timely submission of the required discharge summary.

Rate: \$50.00 per month

- Only applicable for adult customers.
- Only applicable for one month after all therapeutic services have ended.
- In situations where a customer has not been seen during a report month, it is expected that the customer’s services be terminated and a Discharge Summary be completed.
- Discharge summary documentation must include all required information, including, but not limited to, specific reasons for the discharge.
- Only applicable, when the completed Discharge Summary is **sent by Email to wssowork_providerdocuments@utah.gov on or before the 10th calendar day following termination.**
- Termination is defined as one of the following: 1) The date of the last session upon successful completion of therapy; 2) The date the LCT notifies the Contractor that services need to be discontinued; or 3) The last calendar day of the month after a customer has not been seen in a face to face session with the Contractor or designee.

9. One-time Treatment plan Preparation Charge: Service charge for preparation of the initial treatment plan.

Rate: \$50.00

- Only applicable for customers and their children authorized and receiving individual and/or family/conjoint psychotherapy.
- Only applicable when the type-written treatment plan, including the customer’s name and payment authorization number, goals/objectives with specific clinical needs related to improving the customer’s ability to participate in employment and/or employment related activities is **sent by Email to wssowork_providerdocuments@utah.gov on or before the 10th calendar day** after the second individual psychotherapy appointment.

- 10. Monthly No Show/No Call Reengagement Charge:** Service charge for reengagement efforts.

Rate: \$25.00

- Only applicable when customers do not show a scheduled appointment and are not in contact with the Contractor
- Reengagement efforts must be clearly documented in the case record
- Limited to 3 charges per customer

ADDITIONAL SERVICE REQUIREMENT

Contractors will accept the clinical mental health evaluations provided by the Department's referring LCT for the purposes of initiating treatment services and developing the initial treatment plan. The Department will only reimburse for clinical mental health evaluations completed by the Contractor when the referring LCT obtains with prior authorization from her/his clinical supervisor.

- 11. Mental Health Evaluation:** A face-to-face evaluation where the existence, nature and/or extent of illness, injury and/or other health deviation is identified for the purpose of determining the customer's need for mental health services and establishing written objectives for the provision of such services as appropriate. If it is determined a customer is in need of mental health services, the evaluation must include the development of an individualized treatment plan (Refer to #9 above).

Who:

- a. A licensed mental health therapist
- b. An individual who is working within the scope of his or her certificate or license:
 - i. Certified psychology resident working under the supervision of a licensed psychologist
 - ii. Certified social worker working under the supervision of a licensed clinical social worker
 - iii. Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse
 - iv. Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist
 - v. Associate clinical mental health counselor working under the supervision of a licensed mental health therapist
- c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, 1953, as amended, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

Note: The Department requires that the student must be attending an accredited master's program and must be directly supervised by an on- site licensed mental health therapist. All written reports, including monthly summaries, must be reviewed and countersigned by the on-site licensed mental health therapist before submission to the referring LCT.

- d. Individuals identified below may participate as part of a multi-disciplinary team in the mental health evaluation process by gathering parts of the psycho- social data when working under the supervision of a licensed mental health therapist:
- i. Licensed social service worker
 - ii. Licensed registered nurse
 - iii. Licensed practical nurse

Although an individual identified in a-c above may assist in the evaluation process by meeting with the customer to gather parts of the psycho-social data as directed by the supervisor, a licensed mental health therapist must see the individual face-to-face to conduct the mental health evaluation.

Individuals identified in a-c may also participate as part of the multi-disciplinary team in the development of the treatment plan, but they may not independently diagnose or prescribe treatment. A licensed mental health therapist, based on their face-to-face evaluation of the customer, must diagnose and prescribe treatment.

(See Title 58 of the Utah Code Annotated, 1953, as amended, or the particular profession's practice act rule for supervision requirements.)

Record: Type-written evaluation report, including the customer's name, payment authorization number, diagnoses, and treatment recommendations must be **sent by Email to wssowork_providerdocuments@utah.gov on or before the 10th calendar day** following the face to face evaluation appointment.

Unit: \$34.00 per 15 minutes

- The standard duration of a mental health evaluation session/write up is up to and including ten 15-minute units.
- If a given Mental Health evaluation exceeds the authorized rate due to a crisis or unforeseen matter, Contractor agrees to contact the referring LCT within 5 calendar days, detailing why the additional units were required. Written clinical note must include these details, that the LCT was contacted for authorization and the actual duration.

Limits: The use of "coercive techniques" where the therapist or others under the direction of the therapist use restraint other than for the protection of the child, noxious stimulation, and/or interference with body functions, such as vision and breathing, are not covered services under this contract and may not be billed to the Department. These coercive interventions are sometimes also referred to as "holding therapy," "rage therapy," "rage reduction therapy," "attachment therapy" or "rebirthing therapy'.



Attachment E: Short-Term MH Contract Invoice

CONTRACT #

140 East 300 South
Salt Lake City, Utah 84111
(801) 503-5970 wssowork_mhinvoices@utah.gov

INVOICE # (Completed by DWS):	
VENDOR #:	
Month/Year of Service:	

FROM: Contractor Name: _____
 Address: _____
 City, State Zip: _____
 Telephone: _____

Total # Units	SERVICE TYPE	RATE	LINE TOTAL
	Individual - Adult	\$ 26.00	
	Individual - Child	26.00	
	Family/Conjoint	26.00	
	Group	6.00	
	Psychiatric / Medication Evaluation	34.00	
	Medication Management (PER SESSION - Limited to 6 per customer)	80.00	
	Psychological Testing	34.00	
	Clinical Evaluation	34.00	

Total # Charges	CHARGE TYPE	RATE	LINE TOTAL
	Initial Treatment Plans	50.00	
	Monthly Summaries	50.00	
	Discharge Summaries	50.00	
	Re-Engagement Charges (Limited to 3 charges per customer/per initial referral)	25.00	
TOTAL			\$0.00

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 - 3730 and 3801 - 3812)

*By my signature/electronic signature below, I also certify that I am authorized to legally bind the organization submitting this report/invoice to the Department of Workforce Services.

Type Name to Electronically Sign: Type Date:

**** Submit to wssowork_mhinvoices@utah.gov with completed DWS MH Supporting Invoice Documentation form ****

FOR DWS USE ONLY:		TNMH (TANF)	\$0.00
		TNMD (MOE)	\$0.00
		Pay This Amount:	\$0.00
Reviewed By: _____	Submitted to Finance: _____		
(Signature)	(Date)		
Copy Emailed to Contractor: _____			
(Date)			

Updated 06-2021



Attachment G:
Short-Term Mental Health Contract Monthly
Progress Summary

MANDATORY COMMUNICATION WITH THE ASSIGNED LCT

YOU MUST CONTACT THE LCT AS SOON AS POSSIBLE OR AS SPECIFIED IN THE FOLLOWING SITUATIONS:

- 1) Difficulty contacting the customer to arrange the initial appointment
2) Within 24 hours when a customer does not show for a scheduled appointment or cancels/reschedules more than two consecutive times
3) Problems associated with completing evaluations or psychological testing
4) When additional authorization is necessary (i.e. If an individual session goes over the maximum of four 15 minute units)
5) Issues related to progress in treatment for the adult or child(ren) referred

DOUBLE CHECK TO ENSURE THAT THE YELLOW HIGHLIGHTED BOXES ARE ACCURATELY COMPLETED PRIOR TO SUBMITTAL

Customer Last Name, First: []
Payment Authorization #: [] Referring LCT: []@utah.gov

If no face to face services occurred during the reporting month, was the LCT notified? How?
If the LCT was notified about the lack of attendance, was permission granted to keep the case open into the next month?
If not OR the customer is transitioning to Medicaid, DO NOT submit this form - complete a discharge summary form instead

- * The Department of Workforce Services (DWS) has a wide variety of employment-related activities available to our customers *
* These in-person or virtual activities include workshops, skills building groups, internships, training and employment *

Consider Mental health related issues ONLY when completing the "Employment Related Activities" field BELOW
CHECK the BOX next to the range this customer may engage in EMPLOYMENT PREPARATION ACTIVITIES per week
ENTRY REQUIRED: Update as functionality increases - if unable to increase hours, consult with LCT regarding SSI Appropriateness

MH Contract Monthly Summary - Reporting Month: [] Year: 2021

Employment Related Activities: [] Up to 10 Hours [] 11to 20 Hours [] 21 to 30 Hours [] 31 Hours or more

MH Contract Agency: []

Therapist: []

Progress: []

SSI Appropriate (Based on MH Functioning): []

ATTENDANCE:

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Also show child attendance - Select "Child" for each child being seen (Last two options on the drop down list of values)
(Note: Child attendance only reflects the sessions that were attended)

If additional Attendance needs to be noted, use the "DWS Summary Page Two" Form

This form is a WORD document - please fill in and save as a WORD document to submit.
Email to wssowork_providerdocuments@utah.gov by the 5th calendar day of the month following the reporting month.



Attachment I:

Short-Term Mental Health Contract Monthly Progress/Discharge Summary PAGE 2

Ensure that the **YELLOW HIGHLIGHTED BOXES** are accurately completed prior to submittal

Customer Last Name, First: <input type="text"/>	Reporting Month: <input type="text"/>	Year: <input type="text" value="2021"/>
Payment Authorization #: <input type="text"/>	Referring LCT: <input type="text"/> @utah.gov	

ATTENDANCE OVERFLOW (USE ONLY WHEN APPLICABLE)

ATTENDANCE:

*In addition to the Adult attendance, show child individual/group attendance – last two options on the drop down list
(Note: Child attendance only reflects those sessions that were attended)*

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**ATTACHMENT J:
DWS Documentation Guide**



**SHORT-TERM
MENTAL HEALTH
CONTRACT**

	DOCUMENTATION TO SUBMIT MUST BE TYPED	DOCUMENTATION DUE DATE	SUBMISSION VIA	DOCUMENTATION REQUIRED FOR CLIENT CHART
			E-MAIL *	
Monthly Summary Documentation (Adult only – Child Attendance Included)	Form entitled, “Monthly Progress Summary” Word format only	5 th calendar day of the month following service	X	“DWS Monthly Progress Summary” Form **
Summary Page 2 Use when applicable (Adult only – Child Attendance Included)	Form entitled, “Monthly Progress/Discharge Summary – Page 2” Word format only	Refer to the Monthly Progress summary or Discharge Summary documentation section	X	When applicable as a second page to the Monthly Progress Summary or Discharge Summary – “DWS Summary Page 2” Form **
📧📧 ALL FORMS/REPORTS BELOW MUST BE SENT SEPARATELY AS AN INDIVIDUAL EMAIL – DO NOT GROUP TOGETHER 📧📧				
Treatment Plan (Adult and Child)	Treatment plan	10 calendar days after the 1 st therapy session	X	Treatment plan with evidence that it was reviewed with the customer - Format your choice***
Discharge Summary Documentation (Adult only – Child Attendance Included)	Form entitled, “Discharge Summary” Word format only	10 calendar days after notification to discharge or after therapy ends	X	“DWS Discharge Summary” Form ***
Medication/Psychiatric Evaluation (Adult and Child)	Evaluation Report	10 calendar days after the last evaluation session	X (with signature) pdf format preferable	Evaluation Report – Format your choice ***
Psychological Testing (Adult and Child)	Psychological Report	10 calendar days after the last evaluation session	X (with signature) pdf format preferable	Psychological Report – Format your choice***
Clinical Evaluation (Adult and Child)	Evaluation Report	10 calendar days after the last evaluation session	X (with signature) pdf format preferable	Evaluation Report – Format your choice***

THERAPEUTIC SERVICES	CLIENT CHART DOCUMENTATION REQUIREMENT
Individual Therapy Group Therapy Family/Conjoint Therapy (Adult and Child)	Written session note must include date, duration and narrative
Medication Management (Adult and Child)	

E-MAIL ADDRESS

wssowork_providerdocuments@utah.gov

* When emailing forms, save and submit the form in the **original Word format**. It is not necessary to have the therapist’s signature on the form when it is sent; however, a signed (co-signed, if applicable) original form must be retained in the customer’s hard copy or electronic record

Must show evidence when the document was emailed: This could be an “Emailed” stamp with handwritten date/initials; or a handwritten notation on the completed form - Example: “*Emailed on 2/4/11 dh*”

** Submit monthly summaries by alpha breakdown – **One Email per alpha breakdown** of grouped forms:

Alpha Breakdown: A-D E-J K-Q R-Z

*** Scan and send a **separate Email** each of these specific forms/reports - **NOTE:** All reports must be signed and dated prior to Emailing



Attachment K:

State of Utah

Department of Workforce Services

Social Work Services Referral / Payment Authorization

Referral / Reauth Date: *Current Date*
Funding Source: **TNMH**
Pmt Authorization #: **XXXXXXXXXX**

NOTICE:

All unused services listed within this authorization will automatically expire **120 days** from the Date of Referral. If additional services are needed, a new authorization will be required. Please contact the listed referent to obtain the necessary authorizations.

Customer: *Name*
Address
Phone: *Alt. Phone:*

Provider: *Provider Name* *Provider Phone #*
Address

Referred By: *Referring Licensed Clinical Therapist (LCT) Name* *LCT Phone #*
Address *LCT Fax #*

Referred For: *Services Authorized listed here* **Sessions: Add. Units:** *# of Sessions Authorized listed here*

NOTE: If authorized, medication management is not to exceed *six (6) sessions* - **TRANSITION TO MEDICAID PROVIDER ASAP!**

- Response requested: Per DWS Social Work Services Contract Guidelines
1. Submit written evaluation and findings (when authorized) within 10 days from the first appointment.
 2. Submit written treatment plan within 10 days from the first appointment.
 3. Submit written monthly updates using the approved form.


Attachments: **Release of Information** **Clinical Evaluation Report**

Submit billing information to: wssowork_mhinvoices@utah.gov

Referring LCT Name *Date*
Licensed Clinical Therapist

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

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Attachment L:
State of Utah
Department of Workforce Services
Social Work Services Referral / Payment Authorization

Referral / Reauth Date: *Current Date*
Funding Source: **TNMH**
Pmt Authorization #: *xxxxxxxxx*

NOTICE:
All unused services listed within this authorization will automatically expire **120 days** from the Date of Referral. If additional services are needed, a new authorization will be required. Please contact the listed referent to obtain the necessary authorizations.

Customer: *Customer's Name*
Address
Phone# *Alternate#*

Child Being Referred (Name | DOB):
Referred Child(ren) Name(s) | DOB
Listed here

Provider: *Provider Name*
Address

Provider Phone #
Provider Fax #

Referred By: *Referring LCT Name*
Address

LCT Phone #
LCT Fax #

Referred For:
Authorized Services listed here

Sessions: Add. Units:
Authorized # of Sessions/Units listed here

NOTE: If authorized, medication management is not to exceed *six (6) sessions* - **TRANSITION TO MEDICAID PROVIDER ASAP!**

Response requested: Per DWS Social Work Services Contract Guidelines

1. Submit written evaluation and findings (when authorized) within 10 days from the first appointment.
2. Submit written treatment plan within 10 days from the first appointment.
3. Submit written monthly updates using the approved form.

Attachments: **Release of Information** **Clinical Evaluation Report**

Submit billing information to: wssowork_mhinvoices@utah.gov

Referring LCT Name Date
Licensed Clinical Therapist

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.





Attachment M:
State of Utah
Department of Workforce Services
**Clinical Authorization for Release of
Information - ADULT**

Customer Name:

Date of Birth: _____ **HLCI #:** _____

I understand that my records are protected under state and federal regulations, as well as professional code of ethics governing confidentiality, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I further understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and Title 63, Chapter 2, of the Utah Code Annotated, 1953; Government Records Access and Management Act, and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

This release includes but is not limited to information regarding alcohol and/or substance abuse history, treatment, and progress of treatment. By virtue of my signature below, I hereby authorize

to release all requested information to and receive all requested information from the entities identified below, for the purposes of developing, coordinating and monitoring mental health interventions appropriate for my needs.

Information Source: _____

Place your initials on the line(s) next to the requested information you want to release / us to obtain:

- | | |
|---|------------------------------------|
| _____ Admission Information | _____ Attendance |
| _____ Treatment Progress and Recommendations | _____ Medical Medication History |
| _____ Substance Abuse History / Treatment Records | _____ Discharge Summary and Plan |
| _____ Psychological Evaluation and/or Other Clinical Evaluation Reports | _____ Diagnosis and Treatment Plan |

This authorization automatically expires in 365 days or 30 days after my Family Employment Program (FEP) financial assistance closure date, whichever occurs first, or (specify date, event, or condition, if desired):

I understand that I may revoke this consent in writing at any time, except to the extent that action has been taken in reliance on it. Information disclosed according to this release may be subject to re-disclosure by the recipient and cannot be protected by DWS.

This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see §2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§2.12(c)(5) and 2.65.

I understand that I cannot be required to sign this release as a condition of treatment, payment, enrollment, or eligibility for FEP Financial Assistance. I further understand that I may decline to sign this release and elect to provide the necessary documentation by another means, if desired.

Date Customer Signature or Guardian's Signature

Date
Licensed Clinical Therapist

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.





Attachment N:

State of Utah
Department of Workforce Services
Clinical Authorization for Release of Information - CHILD

Customer Name:

Date of Birth:

HLCI #:

Child's Name and Birth Date:
Child's Name and Birth Date:
Child's Name and Birth Date:
Child's Name and Birth Date:
Child's Name and Birth Date:
Child's Name and Birth Date:
Child's Name and Birth Date:

I understand that my records are protected under state and federal regulations, as well as professional code of ethics governing confidentiality, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I further understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and Title 63, Chapter 2, of the Utah Code Annotated, 1953; Government Records Access and Management Act, and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

This release includes but is not limited to information regarding alcohol and/or substance abuse history, treatment, and progress of treatment. By virtue of my signature below, I represent that I am the parent and / or legal guardian of the above named children. As such, I hereby authorize

to release all requested information to and receive all requested information from the entities identified below, for the purposes of developing, coordinating and monitoring mental health interventions appropriate for my needs.

Information Source: _____

Place your initials on the line(s) next to the information you want to release / us to obtain:

- | | |
|---|------------------------------------|
| _____ Admission Information | _____ Attendance |
| _____ Treatment Progress and Recommendations | _____ Medical Medication History |
| _____ Substance Abuse History / Treatment Records | _____ Discharge Summary and Plan |
| _____ Psychological Evaluation and/or Other Clinical Evaluation Reports | _____ Diagnosis and Treatment Plan |

This authorization automatically expires in 365 days or 30 days after my Family Employment Program (FEP) financial assistance closure date, whichever occurs first, or (specify date, event, or condition, if desired):

I understand that I may revoke this consent in writing at any time, except to the extent that action has been taken in reliance on it. Information disclosed according to this release may be subject to re-disclosure by the recipient and cannot be protected by DWS.

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

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Clinical Authorization for Release of
Information - CHILD

This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see §2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§2.12(c)(5) and 2.65.

I understand that I cannot be required to sign this release as a condition of treatment, payment, enrollment, or eligibility for FEP Financial Assistance. I further understand that I may decline to sign this release and elect to provide the necessary documentation by another means, if desired.

Date

Customer Signature or Guardian's Signature

Date

LCT Contact Information:

Phone Number:

Fax Number:

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

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ATTACHMENT O

CRIMINAL BACKGROUND CHECK REQUIREMENT FOR GRANTEES & CONTRACTORS PROVIDING SERVICES TO DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
 - a) type of required background check,
 - b) who is required to be checked,
 - c) frequency, and
 - d) criteria used to determine pass or fail background check.
 2. Proof of compliance with such law(s), regulation(s) or requirements.
 3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
 2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
 - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
 - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
 - b) FBI information can be found at www.fbi.gov under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
 - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
 - 1. Any matters involving a sexual offense.
 - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
 - 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
 - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
 - 1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
 - 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
 - 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
 - 4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - a) provide personal protection;
 - b) provide necessities such as food, shelter, clothing, or medical or other health care;
 - c) obtain services necessary for health, safety, or welfare;
 - d) carry out the activities of daily living;
 - e) manage the adult's own resources; or
 - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.

ATTACHMENT P CODE OF CONDUCT

****Each Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has interaction with clients must sign this Code of Conduct (Code) at the beginning of the grant or upon hire. A signed copy of this Code must be in employee's/volunteer's file subject to inspection and review by Department.**

The purpose of this Code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients.

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that he is unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

All references to "Contractor" herein shall include the Contractor, its employees, officers, agents, representative or those authorized by the Contractor to perform services under this Agreement.

The Contractor agrees that it shall adhere to this Code when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code.

Contractor understands and acknowledges that failure to comply with this Code may result in corrective action, probation, suspension, or termination of contract, license or certification.

Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior.

Contractor and its authorized agents shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat or cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

Contractor shall not, by acting; failing to act; encouragement to engage in; or failure to deter from; cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. Contractor shall not engage any client as an observer or participant in sexual acts. Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Abuse includes, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.

4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation includes, but is not limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the client's treatment plan and is in accordance with written agency policy.

Neglect includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, or sleeping.
5. Failure to arrange for medical care or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation includes, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor shall document and report to DWS abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT Q

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature _____ Date _____

Print Name _____