



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2302106
DHHS Log Number

232701308
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department – PH Infrastructure 2023 Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment A: Scope of Work, in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$343,689.00. The funding amount is being reduced by \$15,560.00. The new total funding is \$328,129.00.
2. The contract amount is being changed. The original amount was \$328,129.00. The funding amount will be increased by \$15,560.00 in federal funds. New total funding is \$343,689.00.
3. The contract amount is being changed. The original amount was \$343,689.00. The funding amount will be increased by \$5,835.00 in federal funds. New total funding is \$349,524.00.
4. The contract amount is being changed. The original amount was \$349,524.00. The funding amount will be increased by \$27,230.00 in federal funds. New total funding is \$376,754.00.
5. Attachment A: Scope of Work effective December 1, 2023, is replacing Attachment A: Scope of Work, which was effective November 2023. Changes made to Article VIII, Section A, Items 2 and 3.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Subtract

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data	Award Number:	23NE11OE000088A2
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	Systems		
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	12/5/2023
Assistance Listing Number:	93.967	Funding Amount:	-\$15560.00

Add

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	Award Number:	23NE11OE000088A2
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	12/5/2023
Assistance Listing Number:	93.967	Funding Amount:	\$15560.00

Add

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	Award Number:	23NE11OE000088A3
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	5/30/2023
Assistance Listing Number:	93.967	Funding Amount:	\$5835.00

Add

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	Award Number:	23NE11OE000088A2
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	12/5/2023
Assistance Listing Number:	93.967	Funding Amount:	\$27230.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 12/01/2023.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health & Human Services General Provisions and Business Associates Agreement currently in effect until 6/30/2028.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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Contract with Utah Department of Health & Human Services and San Juan County, Log # 2302106

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

Attachment A: Scope of Work
San Juan County Health Department - PH Infrastructure 2023 Amendment 2
Effective Date: December 1, 2023

I. GENERAL PURPOSE

- A. The general purpose of this contract is to provide support for core infrastructure improvements that include, but are not limited to the agency's workforce, foundational capabilities, and data infrastructure.

II. DEFINITIONS

- A. "A1" means Component A: Strengthening public health infrastructure, under Strategy A1: Workforce, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- B. "A2" means Component A: Strengthening public health infrastructure, under Strategy A2: Foundational Capabilities, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- C. "A3" means Component A: Strengthening public health infrastructure, under Strategy A3: Data Modernization, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- D. "CDC" means the Centers for Disease Control and Prevention.
- E. "Department" means Utah Department of Health and Human Services.
- F. "Subrecipient" means Contractor and legal name of the vendor as noted on Contract Page One.

III. PROGRAM CONTACT

- A. The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:
1. For program management, contact:
Jenny Starley, Workforce Development Coordinator
Division of Population Health
(385) 454-3134
jstarley@utah.gov
 2. For general programmatic questions, contact:
Elisabeth Litster, Contract/Grant Analyst
Division of Population Health
(385) 266-0510
elitster@utah.gov
 3. For financial or budget assistance, contact:
Jerry Edwards, Finance Manager
Department of Health and Human Services Operations
(801) 557-8260
jedwards@utah.gov

IV. OUTCOMES

A. OUTCOMES

1. The desired outcome for Strategy A1: Workforce of this contract is a reinforced and expanded public health workforce through hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies.
2. The desired outcome for Strategy A2: Foundational Capabilities of this contract is a strengthened public health infrastructure through improved systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all.
3. The desired outcome for Strategy A3: Data Modernization of this contract is a more modern and efficient data environment, increased data interoperability, and increased availability and use of public health data.

V. OUTCOME MEASUREMENTS

A. The outcome measurements for Strategy A1: Workforce include:

1. Number of diverse public health staff, disaggregated by the characteristics and demographics identified by the department and local health department that are reflective of the local population, hired as compared to annual baseline levels, set in January for each year of the contract.
2. Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status based upon identified needs of the agency.

B. The outcome measurements for Strategy A2: Foundational Capabilities include:

1. Number of improved organizational systems and processes as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of public health foundational capabilities as compared to annual baseline levels, set in January for each year of the contract.

C. The outcome measurements for Strategy A3: Data Modernization include at least one of the following:

1. Self assessment of public health data infrastructure, data science, and informatics capabilities and capacities as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of capacity to quickly analyze, interpret, and act on data as compared to annual baseline levels, set in January for each year of the contract.

VI. OUTCOME REPORTING

A. The Department is federally required to reduce or eliminate the administrative requirements and reporting burden put upon local health departments supporting

grant activities, and the Department cannot request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by law. Therefore, the outcome reporting for Strategy A1: Workforce, Strategy A2: Foundational Capabilities, and Strategy A3: Data Modernization include:

1. Quantitative Reporting
 - a. The Subrecipient shall report the outcome measurements listed in Section V. to the Department at a frequency and format as determined by the CDC; and
2. Qualitative Reporting
 - a. The Subrecipient shall provide a qualitative summary of successes and challenges to the Department at regularly attended meetings, which may include governance, local health officer committee, and public health coordination meetings.

VII. RESPONSIBILITIES OF SUBRECIPIENT

- A. For A1, Subrecipient will utilize funds according to CDC guidance provided in related document [Foa_Content_of_CDC-RFA-OE22-2203 \(9\).pdf](#) (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, to:
 1. Prioritize activities within their jurisdiction that lead to the key outcomes that include increased hiring of diverse staff and increased size and capabilities of the public health workforce with improved wages and protections; and
 2. Increase effectiveness of leadership and data science development training programs to address health disparities and advance health equity, and increased leadership and data science competency of diverse and representative emerging public health professionals as compared to annual baseline levels, set in January for each year of the contract.
- B. For A2, Subrecipient will utilize funds according to CDC guidance provided in related document [Foa_Content_of_CDC-RFA-OE22-2203 \(9\).pdf](#) (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, to prioritize activities within their jurisdiction that lead to improved organizational systems and processes and evidence of stronger public health foundational capabilities.
- C. If an activity is not clearly aligned with guidance, Subrecipient shall inquire of Department prior to initiating activity to ensure activity meets requirements of guidance.
- D. Subrecipient shall provide a point of contact.

VIII. FUNDING

- A. Total funding is \$376,754.00.
 1. \$328,129.00 for A1 for the period January 15, 2023 to November 30, 2027.
 2. \$42,790.00 for A2.

- a. \$15,560.00 in Expanded Authority for A2 for the period December 1, 2023 to November 30, 2024.
 - b. \$27,230.00 for A2 for the period December 1, 2023 to November 30, 2024. These funds shall not be used until prior awarded funds are exhausted.
 - 3. \$5,835.00 for A3.
 - a. \$5,835.00 in Expanded Authority for A3 for the period of December 1, 2023 to November 30, 2024.
 - i. Expanded Authority funds shall be depleted prior to the use of new funds.
- B. This is a Cost Reimbursement contract. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the performance of this contract.
 - 1. Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
A1: Workforce Development	\$328,129.00
A2: Foundational Capabilities	\$42,790.00
A3: Data Modernization	\$5,835.00
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.
- D. Pass-Through Agency: Utah Department of Health and Human Services.
- E. Number assigned by the Pass-through Agency: State Contact Number, as recorded on the contract pages of this Contract.
- F. All future year funding will be based on CDC satisfactory programmatic progress and the availability of funds.

IX. INVOICING

- A. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall report the amount of funds utilized to the Department each month in the Monthly Expenditure Report and include one line for each funding source in the report; and
 - 1. A1 - PH Infrastructure
 - 2. A2 - PH Infrastructure
 - 3. A3 - PH Infrastructure
- B. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall submit the July invoice no later than August 15 of each year.

X. REPORTING

- A. The Subrecipient shall provide a summary of successes and challenges at meetings, which may include; governance, local health officer committee, and public health coordination meetings according to agreed upon timelines with the Department;
- B. The Subrecipient shall provide input when requests from the Department are made to ensure accountability of outcomes when public health system/statewide reporting is required by the CDC according to agreed upon timelines with the Department; and

- C. The Subrecipient shall provide an estimated number of staff hired through this grant to contribute to an annual statewide progress report, as required by the CDC according to agreed upon timelines with the Department.

XI. AMENDMENTS AND TERMINATION

- A. If the Contract is not amended to add funds, the Contract shall terminate as of November 30, 2027.

XII. FUNDING REQUIREMENTS

- A. Funding restrictions to consider while planning and budgeting are provided below, as provided by the CDC. Funds may not be used for:
 1. Research;
 2. Clinical care except as allowed by law;
 3. Funds may be used for reasonable program purposes, including personnel, travel, supplies, and services;
 4. Generally, funds may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
 5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient; and
 6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - b. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation; administrative action, or Executive order proposed or pending before any legislative body;
 - c. See Additional Requirement (AR) 12 (see: <https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (see: http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

XIII. REQUIRED DISCLOSURES

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75. 113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Ackeem Evans, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 6
2939 Brandywine Rd,
Atlanta, GA 30341
Email: gtq4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC, 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGrantDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.971. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U. S. C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))