



## 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

2229214

Department Log Number

222700714

State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) 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 update the Special Provisions and extend the terminate date of the contract by one year.
4. **CHANGES TO CONTRACT:**
  1. The contract termination date is being changed. The original contract termination date was 6/30/23. The contract period is being increased by one year. The new termination date is 06/30/24.
  2. Attachment A, effective 05/17/23, is replacing Attachment A, which was effective 11/17/2022.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 05/17/2023.
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 Associate Agreement currently in effect until 6/30/2023.

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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ATTACHMENT A - SPECIAL PROVISIONS  
CDC Crisis Response Cooperative Agreement:  
COVID-19 Public Health Workforce Supplemental Funding  
Amendment 2

I. Definitions

- A. "CDC" means the Centers for Disease Control and Prevention.
- B. "CWF" means Crisis Workforce Supplemental Funding Cooperative Agreement.
- C. "DEI" means diversity, equity, and inclusion.
- D. "Department" means the Utah Department of Health and Human Services, Bureau of Emergency Medical Services and Preparedness.
- E. "FTE" Full Time equivalent.
- F. "General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement" effective July 1, 2019 through June 30, 2024.
- G. "STLT" means State, Tribal, Local, and Territorial governments.
- H. "Subrecipient" means Local Health Department.

II. Purpose

- A. The purpose of this agreement is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah's public health workforce through the CDC Crisis COVID-19 Public Health Workforce Response.

III. Department Contact Information

- A. Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

For programmatic technical assistance, contact:  
Tonya Merton, Grants Coordinator  
Office of Emergency Medical Services and Preparedness  
prepgrants@utah.gov  
(385) 441-9194

For financial or budget assistance, contact:  
Jerry Edwards, Financial Manager  
Office of Fiscal Operations, Utah Department of Health  
(801) 538-6647

IV. Funding

- A. The federal funding supporting this grant is approved under the CDC Crisis Response Agreement: COVID-19 Public Health Workforce supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

- B. Cost Reimbursement - This is a cost reimbursement contract. The Department agrees to reimburse the Contractor up to the maximum amount of the contract for allowable expenditures made by the Contractor directly related to the performance of this contract.

V. Payments

- A. Subrecipient shall submit a final Monthly Expenditure Report, as required by the General Provisions, and for the final funding transfer (no later than July 5, 2023).
- B. Department agrees to reimburse Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program, as defined in the General Provisions.

VI. Budget and Reporting

- A. Subrecipient may begin spending funds on reimbursable personnel costs as described in Subrecipient's submitted budget upon full execution of this contract. (See Section IX.A.1-4 for examples of such costs.) Non-personnel cost categories (See Section IX.A.5-6 for examples of such costs) require budget review and approval by the Department (via email) prior to Subrecipient expenditure.
- B. Subrecipient shall submit to Department semi-annual progress and fiscal reports by:
  - 1. January 7, 2022 (for activity period July 1, 2021 - December 31, 2021);
  - 2. July 7, 2022 (for activity period January 1, 2022 - June 30, 2022);
  - 3. January 7, 2023 (activity period July 1, 2022 - December 31, 2022);
  - 4. July 7, 2023 (activity period January 1, 2023 - June 30, 2023).
  - 5. January 7, 2024 (activity period July 1, 2023 - December 31, 2023); and
  - 6. July 7, 2024 (activity period January 1, 2024 - June 30, 2024).
- C. Progress Reporting Requirements:
  - 1. Subrecipient shall provide progress reports to Department regarding hiring goals and DEI metrics by using the Hiring Diversity Goals template located within the Crisis Workforce Development template, tab 9.
- D. Fiscal Reporting Requirements:
  - 1. Subrecipient shall provide fiscal reports to Department on the status update of fiscal commitments made by using the Spend Plan template located within the Crisis Workforce Development template, tab 11.
- E. Closeout Reporting Requirements, due September 14, 2024:
  - 1. Subrecipient shall submit a closeout report, using a template provided by Department, and will include:
    - a) Final performance progress and evaluation;
    - b) Fiscal report;
    - c) Equipment and supplies tangible personal property report; and
    - d) Final report on DEI metrics.
- F. Subrecipient shall submit additional information to Department upon request to support state and federal reporting requirements.
- G. Subrecipient shall update the Department with any changes to programmatic, and financial points of contact as they occur.

VII. Department Responsibilities

- A. Department agrees to distribute additional closeout report templates via email no later than thirty (30) days prior to the due date.
- B. Department agrees to provide technical assistance upon request by Subrecipient.

VIII. Allowable Costs

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable.
  - 1. Overtime costs are a very likely and reasonable expense during the response to COVID-19, subrecipient may include projected overtime in their budgets.
    - a) Subrecipient should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.
  - 2. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
    - a) Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
    - b) Temporary or term-limited staff
    - c) Fellows
    - d) Interns
    - e) Contractors or contracted employee
  - 3. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
    - a) Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
    - b) Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists;
    - c) School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
    - d) Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers;

- e) Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
  - f) Any other positions as required to prevent, prepare for, and respond to COVID-19.
- 4. These individuals may be employed by:
    - a) STLT public health governments or their fiscal agents;
    - b) Schools, school boards, school districts, or appropriate entities for providing school-based health care;
    - c) Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with STLT public health departments, particularly in medically underserved areas; or
    - d) Employment agencies, contracted vendors, or other temporary staffing agencies.
  - 5. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).
  - 6. Administrative support services necessary to implement activities funded under this section, including travel and training (to the extent these are not included in recipient indirect costs).
- B. See <https://www.cdc.gov/orr/readiness/funding-ph.htm> for detailed guidance on this funding opportunity.

IX. Allowable Activities

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable, and to use a variety of mechanisms to expand the public health workforce, including, but not limited to:
  - 1. Using CDC's Social Vulnerability Index (located at <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>) data and tools to inform jurisdiction COVID-19 planning, response, and hiring strategies.
  - 2. Contracting services: Using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services.
  - 3. Cross-training: Cross-train staff hired to work on COVID-19 response for other communicable disease response and future pandemic response activities.

4. Forming partnerships: Form partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines.
5. Planning: Continuity of operations (plans, protocols, and systems-based) related to emergency preparedness is within scope. If that is something that recipients think is important to do for COVID-19 and beyond.
6. Strategic Planning: LHD strategic planning, if there is an identified gap in your plans, with how the local health department is organized, or need assistance identifying those gaps, that is certainly something CDC would support. This could mean hiring a consultant or purchasing a decision-support tool to help you review your strategic vision for the future.
7. Strike Force Teams: developing, training, and equipping response-ready "strike force" teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact.
8. Training: Focus on COVID-19 and preparedness activities, cross-training of COVID-19 staff for other communicable disease response activities, clinical staff activities.

X. Unallowable Costs

- A. Research;
- B. Clinical care; or
- C. Publicity and propaganda (lobbying):
  1. 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
  2. See Additional Requirement 12 for detailed guidance on this prohibition an additional guidance on lobbying:  
[https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

XI. Contractor shall comply with the following required disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):

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  
Shirley K Byrd, Grants Management Officer  
Centers for Disease Control and Prevention  
Branch IV, Team II  
2935 Flowers Road  
Atlanta, GA  
Email: [skbyrd@cdc.gov](mailto:skbyrd@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: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)