



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2025308

Department Log Number

202700576

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - TB Prevention and Control Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment "A" in exchange for continued services.

Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original funding amount was \$4,592.00. The funding amount will be increased by \$250.00 in federal funds. New total funding is \$4,842.00.
2. Attachment "A", effective January 1, 2022, is replacing Attachment "A" which was effective January 2021. The document title is changed, Article "I" Definitions, Sections H, and I, are added, Article "III" Funding, Section A, is changed, Subsection 3, is changed, Subsection 4, is added, Article "IV" Invoicing, Section A, is changed, Section B.1.c) and d) are changed, Section C.3, and 4, are changed and Article "X" is added.

DUNS: 079815014

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah TB Prevention and Control Project	Award Number:	NU52PS910197
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU52PS910197
CFDA Title:	PROJECT GRANTS AND COOPERATIVE AGREEMENTS FOR TUBERCULOSIS CONTROL PROGRAMS	Federal Award Date:	1/1/2022
CFDA Number:	93.116	Funding Amount:	\$250.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/01/2022
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 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.

Contract with Utah Department of Health and San Juan County, Log # 2025308

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Kenneth Maryboy
County Commission Chair

Date

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

Date

Attachment A: Special Provisions

San Juan County - TB Prevention and Control Amendment 3

Effective Date: January 1, 2022

I. DEFINITIONS:

- A. "AFB" means Acid-Fast Bacilli.
- B. "ATBD" means Active Tuberculosis Disease.
- C. "Contact elicitation" means obtaining contact demographics and determining type and date of last exposure.
- D. "Directly Observed Therapy" means the physical observation by a local health department staff member or other qualified supervisor approved designees, of a patient swallowing medications for the control of tuberculosis.
- E. "LTBI" means latent TB infection.
- F. "TB" means tuberculosis.
- G. "UT-NEDSS" means the Utah National Electronic Disease Surveillance System.
- H. "Subrecipient" means Contractor and San Juan County.
- I. "Department" means Utah Department of Health, Refugee Health and TB Program.

II. PURPOSE:

The purpose of this Contract is to support the SUBRECIPIENT's ability to conduct activities related to TB prevention and control. Activities reflect national standards. It is the SUBRECIPIENT's responsibility to identify high priority needs and activities and determine how the local and state resources should be spent to best meet the needs of their jurisdiction. This funding does not represent the totality of effort and is not intended to be the sole source of funding for these activities.

III. FUNDING:

- A. New total funding is \$4,842.00.
 - 1. \$574.00 for the period January 1, 2020 to March 31, 2020.
 - 2. \$1,722.00 for the period April 1, 2020 to December 31, 2020.
 - 3. \$2,296.00 for the period January 1, 2021 to December 31, 2021.
 - 4. \$250.00 for the period January 1, 2022 to December 31, 2022.
- 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 relating to the program
- C. Funds cannot be used for the purchase of any medications.
- D. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- E. Pass-through Agency: Utah Department of Health.
- F. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

IV. INVOICING:

- A. The June invoice shall be submitted no later than July 15 of each year.
- B. Approved TB medications, pharmacy copays or pharmacy dispensing fees purchased with other funds, not awarded through this Contract, shall be reimbursed by the DEPARTMENT as funding allows.
 - 1. For TB Medications, the SUBRECIPIENT shall submit invoice each month and include:
 - a) The signature of authorizing official or business official, the medication name, quantity and units and 340B price.
 - b) A copy of the receipt from the manufacturer.
 - c) For medications purchased between January 1 and June 30, invoices

shall be submitted to the DEPARTMENT no later than July 10 of the same calendar year.

i. Invoices received after this date shall not be paid.

d) For medications purchased between July 1 and December 31, invoices shall be submitted to the DEPARTMENT no later than January 10, of the next calendar year.

i. Invoices received after this date shall not be paid.

C. For Pharmacy copays or dispensing fees, the SUBRECIPIENT shall submit invoices each month and include:

1. The signature of authorizing official or business official, the patient name and date of birth, pharmacy name and copay amount.

2. A copy of the receipt from the pharmacy.

3. For pharmacy copays made between January 1, and June 30, invoices shall be submitted to the DEPARTMENT no later than July 10, of the same calendar year.

a) Invoices received after this date shall not be paid.

4. For pharmacy copays made between July 1, and December 31, invoices shall be submitted to the DEPARTMENT no later than January 10, of the next calendar year.

a) Invoices received after this date shall not be paid.

V. STANDARDS, PROTOCOLS, POLICES/PROCEDURES, GUIDELINES:

The SUBRECIPIENT shall:

A. Comply with all State and Federal laws including:

1. Utah Administrative Code 388-804, "Special Measures for the Control of Tuberculosis" (<https://rules.utah.gov/publicat/code/r388/r388-804.htm>).

2. Utah Administrative Code 386-702, "Communicable Disease Rule" (<https://rules.utah.gov/publicat/code/r386/r386-702.htm>).

B. The SUBRECIPIENT shall conduct TB prevention and control activities as detailed in Section VI in accordance with the Centers for Disease Control and Prevention and American Thoracic Society recommendations and the Utah Department of Health's Tuberculosis Control Program.

1. (<https://www.cdc.gov/tb/publications/guidelines/treatment.htm>).

2. (<https://www.cdc.gov/tb/publications/guidelines/testing.htm>).

3. (<http://health.utah.gov/epi/diseases/TB/>).

C. The SUBRECIPIENT shall use the National TB Program Objectives and Performance Targets for 2025 to plan, implement and monitor TB prevention and control activities (<https://www.cdc.gov/tb/programs/evaluation/indicators/default.htm>).

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

A. Case Management and Treatment

The SUBRECIPIENT shall increase the proportion of:

1. Patients whose diagnosis is likely to be ATBD who are started on the recommended initial 4-drug regimen.

2. TB patients with positive AFB sputum-smear results who initiate treatment within seven days of specimen collection.

3. TB patients ages 12 years or older with a pleural or respiratory site of disease who have a sputum culture reported.

4. TB patients with positive sputum culture results who have documented conversion to negative results within 60 days of treatment initiation.

5. Patients with newly diagnosed ATBD for whom 12 months or less of treatment is indicated who complete treatment within 12 months.

6. TB patients who have a HIV test result reported.

7. TB patients that complete treatment via Directly Observed Therapy.

B. Contact Investigations

The SUBRECIPIENT shall increase the proportion of:

1. TB patients with positive AFB sputum-smear results who have contacts elicited.
 2. Contacts to sputum AFB smear-positive TB cases who are examined for infection and disease.
 3. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who start treatment.
 4. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who complete treatment.
- C. Examination of Immigrants and Refugees
The SUBRECIPIENT shall:
1. Increase the proportion of immigrants and refugees with abnormal chest radiographs read overseas as consistent with TB who:
 - a) Initiate a medical examination within 30 days of notification.
 - b) Complete a medical examination within 90 days of notification.
 - c) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended start treatment.
 - d) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended complete treatment.
- D. Prevention and Control Activities
The SUB-RECIPIENT shall:
1. Promote the use of 3HP.
 2. Prioritize response to identify and treatment individuals with LTBI as local priorities and resources dictate.
 3. Initiate isolation orders for non-adherent patients.
 4. Provide incentives/enablers to patients to support treatment adherence and completion.
 5. Participate in bi-annual Cohort Review
 - a) The SUB-RECIPIENT shall ensure that nurses whose cases are scheduled for review will present in person. Extenuating circumstances, e.g. travel of more than 60 miles required to attend, may allow for attendance by phone.
- E. TB Medication
The SUB-RECIPIENT shall:
1. Provide TB medication therapy for all patients consenting to treatment of tuberculosis by:
 - a) Retaining the services of a licensed pharmacy to dispense anti-tuberculosis medications as ordered by a licensed physician or designee.
 - b) Maintaining a 340B Program
 - i. Complete annual 340B recertification
 - ii. Maintain an active Authorizing Official
 - iii. Ensure compliance to 340B policies

VII. REPORTING REQUIREMENTS:
The SUBRECIPIENT shall:

- A. Report TB-related activities including patient demographics, treatment, TB testing and TB case data by either entering this data into UT-NEDSS or submitting the Monthly TB Activity Report (<http://health.utah.gov/epi/diseases/TB/forms/>) by the 10th of each month.
- B. Submit completed Contact Investigation Record on each TB case by either entering this data into UT-NEDSS or submitting the form (http://health.utah.gov/epi/diseases/TB/forms/atbd/contact_investigation_form.pdf).

VIII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT may:

- A. Provide program information/updates pertaining to the services provided by the SUBRECIPIENT which may include program statistics, information/publications on current issues, best practices, etc.
- B. Provide training for TB screening and certification, contact investigation, and targeted case management for Medicaid-eligible clients as requested.
- C. Provide technical assistance and medical consultation to the SUB-RECIPIENT for TB by phone, e-mail, on-site visits and written communications as needed.
- D. Provide client report forms, literature, and special event packets/materials at no cost to the SUBRECIPIENT.
- E. Provide laboratory services to support the TB programs at no cost to the SUBRECIPIENT: AFB smears; determining the presence of *M. tuberculosis* complex; and, first-line drug susceptibility testing. All other laboratory testing shall require prior authorization by the TB Control Program Manager and shall be evaluated on a case-by-case basis.
- F. Reimburse the SUBRECIPIENT for approved tuberculosis medications as listed in Attachment C and approved pharmacy co-pays.
- G. Aid with non-adherent TB patients which is not limited to, but may include, facilitating an admission to the University of Utah Medical Center Secure TB Unit.

IX. DEPARTMENT CONTACT:

- A. The day to day program contact is Hayder Allkhenfr, hallkhenfr@utah.gov, (385) 259-5204.

X. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of December 31, 2022.