



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1801905
Department Log Number

182700665
State Contract Number

- CONTRACT NAME:** The name of this contract is San Juan County Health Department - HIV Prevention - 2018 through 2022 Amendment 4.
- CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
- PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment "A", in exchange for continued services.
- CHANGES TO CONTRACT:**
 - The original amount is being changed. The original amount was \$3,250.00. The funding amount will be increased by \$500.00 in federal funds. The funding amount will be increased by \$500.00 in other funds. New total funding is \$4,250.00.
 - Attachment A, effective January 1, 2021, is replacing Attachment A, which was effective January 2020. The document title is changed, Article "I" Definitions, Section J., is changed, Article "II" Funding is changed and Article "V" Responsibilities of the Subrecipient, Section A., Subsection 9., is changed.

DUNS: 079815014

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah HIV Surveillance and Prevention Project	Award Number:	5 NU62PS924568-04-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU62PS924568
CFDA Title:	HIV PREVENTION ACTIVITIES HEALTH DEPARTMENT BASED	Federal Award Date:	12/17/2020
CFDA Number:	93.940	Funding Amount:	\$500.00

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

- EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 01/01/2021

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 # 1801905

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Kenneth Maryboy Date
County Commission Chair

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

Attachment A: Special Provisions

San Juan County Health Department - HIV Prevention - 2018 through 2022 Amendment 4

Effective Date: January 1, 2021

I. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "Education" means one-on-one discussion and distribution of educational materials.
- C. "High-risk individual" means men who has sex with men, injecting drug users, pregnant women, children of HIV-positive women, individuals with a prior STD diagnosis, hemophiliac/blood product recipients, sexual assault victims, individuals with a significant occupational exposure, individuals who exchange sex for drugs/money or other commodities, individuals with a history of alcohol/drug abuse and the sex partner of any of the above.
- D. "Network" means a collection of at least three persons believed to be part of the same web of recent and/or ongoing HIV transmission based on similarities in time of diagnosis, clinical characteristics, and residence at the time of diagnosis.
- E. "PEP" means post-exposure prophylaxis.
- F. "PrEP" means pre-exposure prophylaxis.
- G. "Rapid HIV testing" means whole blood specimens processed at the SUB-RECIPIENT's clinic, with same-visit results.
- H. "SUB-RECIPIENT" means Contractor.
- I. "UPHL" means Utah Public Health Laboratory.
- J. "UT-NEDSS" means the DEPARTMENT electronic disease surveillance system.

II. FUNDING:

- A. New total funding is \$4,250.00.
 - 1. \$1,000.00 for the period January 1, 2018 to December 31, 2018.
 - 2. \$1,000.00 for the period January 1, 2019 to December 31, 2019.
 - 3. \$1,250.00 for the period January 1, 2020 to December 31, 2020.
 - a. HIV Prevention - Disease Intervention Services.
 - (1) \$250.00 for the period January 1, 2020 to December 31, 2020.
 - b. Early Intervention Services - Disease Intervention Services.
 - (1) \$500.00 for the period of January 1, 2020 to June 30, 2020.
 - (2) \$500.00 for the period of July 1, 2020 to December 31, 2020.
 - 4. \$1,000.00 for the period January 1, 2021 to December 31, 2021.
 - a. HIV Prevention - Disease Intervention Services.
 - (1) \$500.00 for the period January 1, 2021 to December 31, 2021.
 - b. Early Intervention Services - Disease Intervention Services.
 - (1) \$500.00 for the period of July 1, 2021 to December 31, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum amount of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.

III. DEPARTMENT CONTACT: The day to day program and dispute contact is Kim Farley, kimfarley@utah.gov, (801) 538-6287.

IV. STANDARDS, PROTOCOLS, POLICIES/PROCEDURES, GUIDELINES:

- A. The SUB-RECIPIENT shall provide services in accordance with the following standards, protocols, policies, procedures and guidelines (in the event that the cited standards, protocols, policies, procedures and guidelines are revised or amended, the latest data will be applicable to this Contract):
 - 1. *Centers for Disease Control's HIV Counseling, Testing and Referral Standards*

- and Guidelines, 2001.
- 2. Centers for Disease Control's Technical Guidance on HIV Counseling, 1993.
- 3. Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings. MMWR, September 22, 2006.
- 4. Instructions/Protocols for completing CDC Counseling and Testing Worksheets, Interview Records (CDC 73.54) and Field Records (CDC 3.2936S).
- 5. HIV Partner Counseling and Referral Services Guidance, December 30, 1998. Public Health Service, CDC.
- 6. Advancing HIV Prevention: New Strategies for a Changing Epidemic. MMWR, April 18, 2003.
- 7. Recommendations for Partners Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydial Infection. MMWR, October 30, 2008.
- 8. Fundamentals of HIV Prevention Counseling, 2009.

V. RESPONSIBILITIES OF THE SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Counseling and Testing, Partner Services
 - 1. Provide HIV testing and counseling to five residents residing in the SUB-RECIPIENT's jurisdiction through clinic and or targeted testing efforts.
 - a. Provide HIV testing and counseling for all individuals, specifically focusing on high-risk individuals.
 - b. Ensure that a minimum of 85% of individuals tested for HIV receive their results and 100% of those who test positive for HIV receive their test result in person.
 - c. For newly identified HIV positive individuals, initiate follow-up for patients who fail to return for test result.
 - 2. Provide an active referral to HIV medical care to all individuals who test positive for HIV by scheduling a medical appointment with a medical provider at the University of Utah Hospital, Clinic 1A or a medical provider of the patient's choosing.
 - a. Ensure a successful linkage to care by verifying that the individual attended his/her medical appointment within 30 days of client first testing positive for HIV.
 - 3. Conduct Partner Services for SUB-RECIPIENT residents who test positive for HIV within 30 days of diagnosis.
 - a. Offer partner notification services to all partners of all individuals who test positive for HIV and make a minimum of three attempts, two by phone, with all contacts named during the investigation.
 - b. Offer free HIV testing to all partners of all individuals who test positive for HIV.
 - c. Record in UT-NEDSS, within 30 days of referral, information obtained from the investigation by the Disease Intervention Specialists and provides follow up on possible partners, as necessary.
 - d. Ensure all HIV case investigations assigned to the SUB-RECIPIENT's jurisdiction in UT-NEDSS receive a workflow status of 'Approved by LHD' within 30 days of diagnosis.
 - e. Complete minimum dataset requirements, as outlined in the Utah Department of Health HIV Disease Plan, for HIV case morbidity reports and HIV contact events. (<http://health.utah.gov/epi/diseases/hiv/uids/plan.pdf>)
 - f. Add notes to UT-NEDSS elicited during the investigation from cases and contact events.
 - g. Provide HIV prevention referrals to all individuals being tested for HIV, regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom

distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy.

4. Ensure that all staff conducting HIV counseling and testing have attended the *HIV/HCV Prevention Counseling training*.
 5. Assist in the response and investigation of HIV network and outbreak control efforts communicated by the DEPARTMENT and the CDC.
 6. Attend monthly network response calls when networks are identified by the DEPARTMENT that contain cases residing in the SUB-RECIPIENT's jurisdiction.
 7. Attend new HIV diagnoses cohort review committee by sending a minimum of one representative who is prepared to discuss cases/patients.
 8. Assist in Linkage to Care initiatives and re-engagement to care efforts established by the DEPARTMENT.
 9. Provide PrEP education for 80% of all MSM who are diagnosed with syphilis or gonorrhea and interviewed by the SUBRECIPIENT.
 - a. Provide PrEP referrals.
 - b. Provide education to partners if able.
 10. Obtain and maintain a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver to provide rapid HIV testing services.
 11. Develop procedures to notify a spouse of a known HIV-infected patient, as described in the Public Law 104-146, Section 8(a) of the Ryan White Care Authorization Act of 1996.
 12. Submit to DEPARTMENT or enter into Evaluation Web, completed HIV Test Forms by the 15th of the month following the end of the reporting month.
 - a. Submit to DEPARTMENT or enter into EvaluationWeb, within 30 days of a positive test event, the corresponding HIV Test Form Part ONE and Part TWO information.
 - b. Create a new morbidity event in UT-NEDSS, within two working days of an individual testing positive for HIV.
 - c. Create a new contact record in UT-NEDSS for each named partner of an individual testing positive for HIV.
 13. Record within 30 days of referral, in UT-NEDSS, the information obtained from the partner HIV testing and investigation by the Disease Intervention Specialists.
 14. Resolve incidences in UT-NEDSS identified in the quarterly QA summary report, no later than four weeks after receiving the report.
 15. Conduct conventional HIV testing, meaning whole blood specimens processed by the UPHL, for SUB-RECIPIENT residents.
 - a. Deliver whole blood specimens to the UPHL at the SUB-RECIPIENT's expense.
 - b. Meet UPHL requirements for processing such as, but not limited to the following; labelling, requisition form, etc.
 16. Purchase rapid HIV testing supplies and conduct rapid HIV testing for SUB-RECIPIENT residents.
- B. Submit monthly invoice using the monthly expenditure report.

VI. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT agrees to:

- A. Provide information and/or updates including: standards, protocols, procedures, information on current issues, best practices, and HIV Prevention Group, etc.
- B. Provide HIV/HCV Prevention Counseling, 2016, Rapid HIV Lab Technician training, and Partner Services training.
- C. Provide technical assistance and consultation for HIV by phone, e-mail, on-site visits and written communications as needed.
- D. Provide items including: client report forms, condoms, and literature based upon availability.
- E. Provide an allotment of at least \$50.00 to be paid to the UPHL on behalf of the SUB-

RECIPIENT to process HIV conventional tests. Charges that exceed this allotment are the responsibility of the SUB-RECIPIENT.

- F. Provide rapid HIV test kits, as funding allows.