



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

2334609
DHHS Log Number

232701206
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - HIV Prevention 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 change the termination date, increase the contract amount, replace Attachment "A", and replace the Amendment language in the General Provisions, in exchange for continued services. General Provisions Article 4, is hereby replaced in its entirety to read: "Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Contractor signature; 1) change to the total agreement amount or rates; and 2) changes to financial reporting requirements".

4. **CHANGES TO CONTRACT:**

1. The contract termination date is being changed. The original termination date was December 31, 2027. The contract period is being increased by 23 years. The new contract termination date is December 31, 2050.
2. The contract amount is being changed. The original amount was \$1,000.00. The funding amount will be increased by \$580.00 in federal funds. New total funding is \$1,580.00.
3. Attachment "A", effective January 1, 2024, is replacing Attachment "A", which was effective May 2023. The document title is changed, "DHHS" replaces "Department" throughout the document, "Grantee" replaces "Subrecipient" throughout the document, Article "II" Definitions, Sections B., E., and J., are changed, Section M., is added, Article "III" Funding, Section A., is changed, Sections A.1. and A.2., are changed, Section A.3., is added, Sections C. through F., are deleted, Article "IV" title is changed, Article "V" title is changed, Section B.1.a., is changed, Section B.1.k., is added, Article "VI" Responsibilities of the DHHS, is changed, and Section E., is changed, Article "VII" title is changed, and Articles "VIII" and "IX" are deleted.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah HIV Surveillance and Prevention Project	Award Number:	6 NU62PS924568-05-07
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU62PS924568
Assistance Listing:	HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED	Federal Award Date:	12/20/2023
Assistance Listing Number:	93.940	Funding Amount:	\$580.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/01/2024.
 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.
 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

San Juan County HD - HIV Prevention 2023 - Amendment 2

I. GENERAL PURPOSE:

- A. The general purpose of this contract is to provide HIV testing, partner services and disease investigation.

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "Education" means one-on-one discussion and distribution of educational materials.
- C. "EvaluationWeb®" means a secure web application for data collection and reporting.
- D. "High-risk individual" means men who have sex with men, persons who inject drugs, 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 use disorder and the sex partner of any of the above.
- E. "HIV" means human immunodeficiency virus.
- F. "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.
- G. "PEP" means post-exposure prophylaxis.
- H. "PrEP" means pre-exposure prophylaxis.
- I. "Rapid HIV testing" means whole blood specimens processed at the Grantee's clinic, with same-visit results.
- J. "STD" means sexually transmitted disease.
- K. "Grantee" means Contractor.
- L. "UPHL" means Utah Public Health Laboratory.
- M. "UT-NEDSS" means the DHHS-electronic disease surveillance system.

III. FUNDING:

- A. Total funding is \$1,580.00.
 - 1. \$250.00 for the period January 1, 2023 to July 31, 2024.
 - 2. \$750.00 for the period April 11, 2023 to July 31, 2024.
 - 3. \$580.00 for the period January 1, 2024 to July 31, 2024.
- B. The Grantee shall submit monthly invoices using the monthly expenditure report.

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

- A. The Grantee 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 GRANTEE:

- A. For Counseling and Testing the Grantee shall:
1. Provide rapid HIV testing and counseling to residents residing in the Grantee's jurisdiction through clinic and or targeted testing efforts:
 - a. Obtain and maintain a Clinical Laboratory Improvement Amendments Certificate of Waiver to provide rapid HIV testing services;
 - b. Purchase rapid HIV testing supplies as needed.
 2. Conduct conventional HIV testing, collecting whole blood specimens processed by the UPHL:
 - a. Deliver whole blood specimens to the UPHL at the Grantee's expense;
 - b. Meet UPHL requirements for processing including: labeling, requisition form, etc.
 3. 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;
 4. For newly identified HIV positive individuals, initiate follow-up for patients who fail to return for test result;
 5. 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, Infectious Disease Clinic, or a medical provider of the patient's choosing;
6. 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;
 7. Ensure that all staff conducting HIV counseling and testing have completed the HIV Testing and Counseling Training provided by DHHS;
 8. Submit to DHHS or enter into EvaluationWeb®, completed HIV Test Forms by the 15th of the month following the end of the reporting month:
 - a. Submit to DHHS 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.
- B. For Case Investigation and Partner Services the Grantee shall:
1. Investigate all potential HIV cases assigned to the Grantee within 30 days of diagnosis:
 - a. Complete minimum dataset requirements, as outlined in the DHHS HIV Disease Plan, for HIV case morbidity reports and HIV contact events (https://epi.utah.gov/wp-content/uploads/hivaids_plan.pdf);
 - b. Add notes to UT-NEDSS elicited during the investigation from cases and contact events;
 - c. Verify that the individual attended a medical appointment within 30 days of client first testing positive for HIV;
 - d. Ensure all HIV case investigations assigned to the Grantee in UT-NEDSS receive a workflow status of "Approved by LHD" within 30 days of diagnosis;
 - e. Assist in the response and investigation of HIV network and outbreak control efforts communicated by DHHS and the CDC;
 - f. Attend monthly network response calls when networks are identified by DHHS that contain cases residing in the Grantee's jurisdiction;
 - g. Attend the new HIV diagnoses cohort review committee by sending a minimum of one representative who is prepared to discuss cases/patients;

- h. Assist in Linkage to Care initiatives and re-engagement to care efforts established by DHHS;
 - i. Provide PrEP education for 80% of all MSM who are diagnosed with syphilis or gonorrhea and interviewed by the Grantee:
 - 1) Provide PrEP referrals;
 - 2) Provide education to partners if able.
 - j. 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; and
 - k. Resolve incidences in UT-NEDSS identified in the quarterly quality assurance summary report, no later than four weeks after receiving report.
2. Conduct Partner Services for Grantee 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. Provide HIV prevention referrals to all individuals, receiving partner services 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;
 - e. Record within 30 days of referral, in UT- NEDSS, the information obtained from the partner HIV testing and investigation by the Disease Intervention Specialists.

VI. RESPONSIBILITIES OF THE DHHS:

DHHS may:

- A. Provide information and/or updates including: standards, protocols, procedures, information on current issues, best practices, and HIV Prevention Group, etc.;
- B. Provide HIV Testing and Counseling 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 to be paid to the UPHL on behalf of the Grantee to process HIV conventional tests. Charges that exceed this allotment are the responsibility of the Grantee;
- F. Provide rapid HIV test kits, as funding allows.

VII. OUTCOMES:

The desired outcome is to reduce transmission of HIV by funding HIV testing and counseling, linkage to care, case investigations, and partner services.

- A. Performance Measured: The number of tests conducted, cases investigated, cases linked to care, partners named and referred for testing.
- B. Reporting: the Grantee shall submit data in EvaluationWeb® and UT-NEDSS.