



UTAH DEPARTMENT OF HEALTH CONTRACT

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
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following 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

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.

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract 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 Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
4. **CONTRACT PERIOD:** The service period of this contract is 09/01/2021 through 06/30/2023, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$159,977.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

DEPARTMENT

Grant Sunada
(435) 587-3838
gsunada@sanjuancounty.org

Family Health and Preparedness
Preparedness Grants
Kevin McCulley
(801) 273-6669
kmcculley@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Centers for Disease Control and Prevention	Award Number:	6 NU90TP922163-01-01
Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU90TP922163
CFDA Title:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	Federal Award Date:	5/19/2021
CFDA Number:	93.354	Funding Amount:	\$159977

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions

9. 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 Associates Agreement currently in effect until 6/30/2023.

10. 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.

Intentionally Left Blank

Contract with Utah Department of Health and San Juan County, Log # 2229214

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
CDC Crisis Response Cooperative Agreement:
COVID-19 Public Health Workforce Supplemental Funding

- 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, 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 (STLT) governments.
 - H. "Subrecipient" means Local Healthcare 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 Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

- 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:
Jenny Starley, Program Manager
Bureau of Emergency Medical Services and Preparedness
(385) 258-0543
jstarley@utah.gov

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

- IV. 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.

- V. COVID-19 Funding
 - A. This funding is approved for COVID-19 Public Health Workforce activities, as described in the supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

- 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 Department (via email) prior to Subrecipient expenditure.
- B. Subrecipient shall submit to Department bi-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); and
 - 4. July 7, 2023 (activity period January 1, 2023 - June 30, 2023).
- 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, 2023:
 - 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. Coronavirus Disease 2019 (COVID-19) Funds

- A. Department, as a recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to:
 - 1. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - 2. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
 - 3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

- B. Department and Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf.
- C. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the Department and Subrecipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- D. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, Department is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

IX. 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).

X. 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.

XI. Unallowable Costs

- A. Research.
- B. Clinical care
- 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

XII. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

- A. 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 (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