



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2102808
Department Log Number

212701519
State Contract Number

- CONTRACT NAME:** The name of this contract is COVID-19 San Juan County - Vaccine Supplemental Support Funding Amendment 1.
- 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, change the letter designation on the Special Provisions from Attachment "B" to Attachment "A", replace Attachment "A" and add Attachment "B" in exchange for continued services.
- CHANGES TO CONTRACT:**
 - The contract amount is being changed. The original funding amount was \$58,800.00. The funding amount will be increased by \$85,478.00 in federal funds. New total funding is \$144,278.00.
 - The original contract identified the Special Provisions as Attachment "B". This amendment changes the letter designation to Attachment "A". Attachment "A" is effective February 15, 2021 and replaces Attachment "B" which was effective July 1, 2020. The document title is changed, Article "III" Funding, Section A., is changed and Subsection 2., is added and Article "V" Responsibilities of Subrecipient, Section G., is added.
 - Add Attachment "B" Utah National Guard Public Health Response for COVID-19, Effective February 15, 2021.

DUNS: 079815014

Indirect Cost Rate: 0%

Add

Federal Program Name:	Immunization and Vaccines for Children	Award Number:	6 NH23IP922580-02-07
Name of Federal Awarding Agency:	U.S. Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
CFDA Title:	IMMUNIZATION AND VACCINES FOR CHILDREN	Federal Award Date:	1/15/2021

CFDA Number:	93.268	Funding Amount:	\$85478
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All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 02/15/2021

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 # 2102808

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
COVID-19 San Juan - Vaccine Supplemental Support Funding Amendment 1
Effective Date: February 15, 2021

- I. DEFINITIONS:
 - A. "Subrecipient" means Contractor.

- II. PROGRAM CONTACT:
 - A. The day to day operations and dispute contact is Phil Gresham, pgresham@utah.gov, (801) 230-0158.

- III. FUNDING:
 - A. New total funding is \$144,278.00.
 - 1. \$58,800.00 for the period July 1, 2020 to June 30, 2024.
 - 2. \$85,478.00 for the period July 1, 2020 to June 30, 2024.
 - 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 related to the performance of this contract.
 - C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
 - D. Pass-through Agency: Utah Department of Health.
 - E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages.

- IV. INVOICING:
 - A. In addition to the General Provisions of the contract the SUBRECIPIENT shall include one column for each of the following categories in the Monthly Expenditure Report also known as MER.
 - 1. Non-vulnerable population expenses.
 - 2. Vulnerable population expenses.
 - 3. Program income.
 - 4. Expenses funded by program income.
 - B. In addition to the General Provisions of the contract the SUBRECIPIENT shall submit the June invoice no later than July 15.

- V. RESPONSIBILITIES OF SUBRECIPIENT:
The SUBRECIPIENT shall:
 - A. Provide services to vulnerable populations, including high-risk, underserved population, racial and ethnic minority populations and rural communities.
 - 1. Expend no less than 15% of total funding on services to vulnerable populations.
 - B. Increase COVID-19 vaccination capacity across the SUBRECIPIENT's jurisdiction, including high-risk and underserved populations, including:
 - 1. Increase the number of vaccine provider sites including pharmacies.
 - 2. Enroll and train vaccine providers.
 - 3. Enlist and educate adult providers to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
 - 4. Expand capacity to provide vaccinations, such as after hours, overnight and on weekends, to increase throughput.
 - 5. Support public health workforce recruitment and training including, rural communities, communities of color and communities of high social vulnerability.

6. Provide vaccinations in non-traditional settings including, vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary or off-site clinics in under served populations.
- C. Ensure high-quality and safe administration of COVID-19 vaccinations.
- D. Monitor COVID-19 vaccination administration sites, including:
 1. Provide supplies including personal protective equipment and training.
 2. Vaccine storage and temperature tracking.
 3. Vaccine-specific consideration for temporary mass vaccination clinics.
 4. Ensure vaccine administration sites have a documented plan to address adverse events including anaphylaxis.
 5. Report vaccine adverse events to the Vaccine Adverse Events Reporting System also known as VAERS.
- E. Increase vaccine confidence through education, outreach and partnerships by promoting COVID-19 and other vaccinations in racial and ethnic minority groups and to increase accessibility for people with disabilities.
- F. Use immunization information systems to support efficient COVID-19 vaccination, by monitoring and managing the COVID-19 vaccine supply in the SUBRECIPIENT's jurisdiction and ensuring that the vaccine is broadly available, including in places where it is needed most.
- G. Utilize the Utah National Guard if needed to support activities as provided in Attachment "B".

VI. REPORTS:

The SUBRECIPIENT shall.

- A. Submit a quarterly report summarizing key data and accomplishments.

VII. DISPUTE RESOLUTION:

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, DEPARTMENT may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in Section B. and C. are not mandatory.
- E. If a dispute is not resolved within 30 days of DEPARTMENT decision, DEPARTMENT's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing DEPARTMENT actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1 or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.

Attachment B: Utah National Guard Public Health Response for COVID-19
COVID-19 San Juan County - Vaccine Supplemental Support Funding Amendment 1

Effective Date: February 15, 2021

FOR ASSISTANCE FROM THE UTAH NATIONAL GUARD WITH THE
PUBLIC HEALTH RESPONSE TO THE CORONAVIRUS (COVID-19) DISEASE

I. Federal Authorities.

10 U.S.C. § 1094. Licensure requirement for health-care professionals

28 U.S.C. § 1346. United States as defendant

28 U.S.C. § 2671-2680. Tort claims procedure

31 U.S.C. § 1535. Agency agreements (commonly referred to as the 'Economy Act')

42 U.S.C. § 243. General Grant of Authority for Cooperation

42 U.S.C. § 1320d-9. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Department of Health & Human Services Request for Assistance to Assistant Secretary of Defense (HHS-UTNG-009), dated 19 December 2020

II. Background.

1. The Utah Local Health Department, a non-DoD Federal institution (hereafter NDFI) agrees to the following Service Terms and Conditions as a condition to receiving support and assistance from the Utah National Guard (hereinafter UTNG) for public health response to the Coronavirus disease (hereinafter COVID-19). The NDFI is a HIPAA covered entity and is seeking support from UTNG through assistance performed at NDFIs for public health response to COVID-19.
2. UTNG operates the Military Health System and is assisting in the public health response to COVID-19. NDFI is engaged in providing health care services and may provide a request to the State of Utah Unified Command (State) for COVID-19 care including assistance with testing, vaccination, or monoclonal antibodies treatment. Under these Service Terms and Conditions, UTNG personnel may be used to provide medical services to COVID-19 patients in a NDFI to address public health needs relating to COVID-19 to stop the spread and harmful effects of COVID-19.
3. UTNG's involvement in this undertaking is pursuant to Department of Health & Human Services Request for Assistance to Assistant Secretary of Defense (HHS-UTNG-009), dated 19 December 2020 and the corresponding Interagency Agreement executed between the Department of Health & Human Services and the Utah National Guard.

III. Understanding. NDFI agrees to the following:

1. While performing clinical care at a NDFI for a State requested and approved mission, UTNG personnel will be under the clinical control and supervision of the NDFI. UTNG personnel will also be subject to, and required to abide by, all NDFI rules and applicable regulations, except as specifically provided in these Service Terms and Conditions. The parties agree that:
 - a. Under 10 U.S.C. § 1094(d), and when ordered by the Secretary of Defense, a UTNG health care professional who has a current license in any state is authorized to carry out authorized UTNG MOS/AFSC (Military Occupational Specialty/Air Force Specialty Codes) duties in any location, without the need for another license in the particular state where such duties will be performed. UTNG warrants that UTNG healthcare providers carrying out activities under this MOA are currently licensed and professionally competent to carry out authorized duties. UTNG medical specialists have completed and passed DoD training requirements required for their duties as military medics (68W/4N0);
 - b. UTNG warrants that all UTNG personnel carrying out activities under these Service Terms and Conditions have had their professional credentials validated by UTNG and will, upon request, provide specific information to the NDFI regarding such credentials;
 - c. NDFI staff will be the primary care providers for the NDFI patients. Dispensing and administration of medications to NDFI patients will be under the direction of the NDFI staff. Patients who are referred by the NDFI to the State for monoclonal antibodies under the directions of the UDOH HAI prescribing physician will also be under the direction of the NDFI staff. UTNG Personnel do not hold the primary responsibility for patient medications. UTNG Personnel under direction of NDFI staff may be allowed to provide health care and medication to NDFI patients, to include COVID-19 vaccination, testing and monoclonal antibodies treatment;
 - d. The UTNG will coordinate with NDFI to obtain clinical privileges, and/or other appropriate authority, for UTNG health care professionals consistent with standards generally used by the NDFI. The NDFI agrees to expedite these procedures, to the extent feasible;
 - e. The NDFI may reserve the right to refuse acceptance of any UTNG personnel or to bar any UTNG personnel if it is determined that further participation would not be in the best interest of the NDFI; and
 - f. Either party may initiate termination of these Service Terms and Conditions at any time. Any changes or modification to these Service Terms and Conditions must be in writing.
2. In addition to other provisions of these Service Terms and Conditions, the NDFI shall specifically agree to:
 - a. Make available to UTNG personnel the clinical and related facilities needed for appropriate patient care pursuant to the NDFI's policies and procedures;
 - b. Ensure that the NDFI will not generate any bills for provider services rendered by UTNG personnel. Nothing in this paragraph limits the NDFI's ability to generate appropriate bills for associated costs, such as supplies, overhead, and equipment, or the services of non-UTNG personnel involved in the provision of care to the same patient. All proceeds from these bills shall become the exclusive property of the NDFI, and as applicable; UTNG shall have no right or claim to such proceeds;

- c. Ensure that NDFI personnel will neither engage in activities nor act in any manner creating the appearance that they are acting as agents, or on behalf of, the Utah National Guard; and
 - d. Allow UTNG Public Affairs (PA) personnel access to identified areas to document UTNG support through imagery and stories. UTNG PA personnel shall abide by the NDFI's policies and procedures regarding protected health information and the HIPAA of 1996. UTNG PA personnel shall be escorted when deemed necessary by the NDFI. UTNG and/or PA personnel will coordinate clearing and publishing materials, content, stories, photographs, etc. with NDFI and will not publish anything the NDFI does not want published.
3. In addition to other provisions of these Service Terms and Conditions, UTNG specifically agrees to:
 - a. Ensure UTNG personnel comply with all applicable NDFI rules and instructions; and
 - b. Prohibit UTNG personnel from publishing any materials developed as a result of activities under this MOA that have not been approved for release, in writing, by UTNG and the NDFI.
4. It is understood that UTNG personnel shall abide by the NDFI's HIPAA policies. It is understood that UTNG personnel will coordinate with NDFI to take necessary steps to be considered part of the NDFI's workforce for purposes of HIPAA compliance and not business associates under HIPAA; therefore, no business associate agreement between the parties may be necessary.
5. With respect to handling of potential tort claims arising from activities under these Service Terms and Conditions, the parties agree that:
 - a. While working in the NDFI, and while acting pursuant to the terms of this agreement, UTNG personnel remain personnel of the United States performing duties within the course and scope of their federal employment;
 - b. The provisions of the Federal Tort Claims Act (28 U.S.C. § 1346 (b), 2671- 2680), including borrowed servant doctrine and any other applicable defenses and immunities available to the United States, will apply to allegations of negligence or wrongful acts or omissions by UTNG personnel while acting within the scope of duties pursuant to this agreement. The provisions of 28 U.S.C. § 2679 will immunize the UTNG personnel from individual tort liability;
 - c. Any notification of an actual or potential claim or suit against a party to this MOA, which names one or more personnel of another party, will be reported to all parties. All parties will cooperate fully in the investigation of such complaints, to include making available medical records, medical material including x-rays, slides, tissue, and witness statements, and the names of potential witnesses; to the extent permitted by law. UTNG will facilitate the involvement of the U.S Department of Justice (DoJ), as appropriate, to represent the interests of the United States and its employees arising from such claims or litigation; and
 - d. The NDFI shall not seek indemnification from UTNG personnel for any settlement, verdict, or judgment, resulting from any claim or lawsuit, arising out of performance of UTNG personnel, while acting under the supervision of the NDFI.

6. It is understood that these Service Terms and Conditions shall be controlled by federal law, and where such law calls for the application of state law, the law of the state where the NDFI is located shall apply.
7. The terms of these Service Terms and Conditions will commence as of the date signed by the NDFI, will ratify any work that may have been performed by UTNG medical personnel prior to the execution of these Service Terms and Conditions, and will terminate upon mutual agreement of the parties, unless renewed or unless earlier terminated in writing by any party.

IV. Contact.

1. LTC Erick Weidmeier, FA Joint Domestic Operations Officer, 801-716-9226.