



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

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County - Vaccine Supplemental Support Funding Amendment 2.
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 \$144,278.00. The funding amount will be increased by \$98,031.00 in federal funds. New total funding is \$242,309.00.

2. Attachment "A" is effective April 1, 2021 and replaces Attachment "A" which was effective February 2021. The document title is changed, Article "III" Funding, Section A, is changed and A.3, and A.4. are added, Article "V" Responsibilities of Subrecipient, Section is added and Article "VII" is deleted.

DUNS: 079815014

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	Award Number:	6 NH23IP922580-02-08
Name of Federal Awarding Agency:	US Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
CFDA Title:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN	Federal Award Date:	3/29/2021

CFDA Number:	93.268	Funding Amount:	\$22822.00
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Add

Federal Program Name:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	Award Number:	6NH23IP922580-02-09
Name of Federal Awarding Agency:	US Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
CFDA Title:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN	Federal Award Date:	3/31/2021
CFDA Number:	93.268	Funding Amount:	\$75209.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 04/01/2021

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 # 2102808

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes 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 2
Effective Date: April 1, 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 \$242,309.00.
 - 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.
 - 3. \$22,822.00 for the period April 1, 2021 to June 30, 2024.
 - 4. \$75,209.00 for COVID-19 Supplemental 4 for the period April 1, 2021 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.
 - 5. COVID-19 Supplemental 4.
 - 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 COVID-19 vaccination 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. Enlist an educate adult providers to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
 - 3. Expand capacity to provide vaccinations, such as after hours, overnight and on weekends, to increase throughput.

4. Support public health workforce recruitment and training including, rural communities, communities of color and communities of high social vulnerability.
 5. 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".
- H. Promote and implement email and text messaging reminder/recall activities.
- I. Monitor and manage the COVID-19 vaccine supply in the jurisdiction and ensure that the COVID-19 vaccine is broadly available across the jurisdiction, including in the places where it is needed most.
- J. Ensure timely and accurate reporting of vaccine administration, demographics and other data.
- K. Implement and support systems to provide consumer access to immunization records including methods to securely document COVID-19 vaccination using a "digital vaccination card".
- L. Fund activities with high-risk and underserved populations, including racial and ethnic minority populations and rural communities.
- M. COVID-19 Supplemental 4.
1. Identify additional programs within the SUBRECIPIENT's organization to plan and implement tailored outreach and use of mobile clinics to increase COVID-19 vaccinations in racial and ethnic populations including, HIV, Women Infant and Children, and rural health.
 2. Fund education campaigns, outreach, marketing approaches and materials within the SUBRECIPIENT's organization to increase acceptance of COVID-19 vaccinations among racial and ethnic populations.
 3. Provide subject-matter expertise when promoting and providing education about COVID-19 vaccinations in racial and ethnic populations.
 4. Collaborate with local community health workers and patient navigators to improve education and outreach to ethnic populations.
 5. Identify communities experiencing health disparities and increase the number, range and diversity of opportunities for COVID-19 vaccinations

including mobile clinics, Community Health Centers, healthcare organizations and pharmacies.

6. Develop, cultivate and strengthen community-based partnerships to increase COVID-19 vaccinations in populations disproportionately affected by COVID-19.
7. Fund partnership to improve COVID-19 vaccine uptake in ZIP codes that have been most severely affected by COVID-19 and Increase COVID-10 vaccinations in populations and experience a high social vulnerability index.
8. Encourage COVID-19 vaccination providers to establish temporary or mobile COVID-19 vaccination clinics in locations with high health disparities including; places of worship, community-based organizations, recreation programs, food banks/pantries, schools and colleges/universities, grocery stores, salons/barbershops/beauticians, major employers and other key community institutions.
9. Develop, cultivate and strengthen partnerships with correctional facilities and law enforcement to facilitate COVID-19 and influenza vaccinations.
10. Coordinate with local community-based organizations to establish pop-up and mobile clinics during events for communities of high social vulnerability including, HIV/STD screening services, food drives/pantries, health fairs and adult education programs.
11. Support increased culturally competent medical staff at pop-up and mobile clinics, that reflect the identified community who are receiving COVID-19 vaccinations including; minority community health workers, nursing students, phlebotomy students, and residents from historically black colleges and universities.
12. Develop, cultivate and strengthen partnerships with HIV and STD programs to establish mobile COVID-19 vaccine clinics for homebound individuals in community of high social vulnerability.
13. Translate communication materials into community-specific language or dialects in an accurate manner.
14. Establish a vaccine equity official.

VI. 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.