



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

2115321

Department Log Number

212702391

State Contract Number

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County HD – PPPHEA Expansion 2021 Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) 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 the amendment is for Attachment “A”, effective May 15, 2023, to replace Attachment “A”, which was effective January 2022. The document title has changed, flexible funding language in Section 4.8 has changed, and required disclosures have been added in Section 6. LHD requested end date of contract to be clarified in SOW, update made.
4. **CHANGES TO CONTRACT:**
 1. Attachment “A”, effective May 15, 2023, is replacing Attachment “A”, which was effective January 2022. The document title has changed, flexible funding language in Section 4.7 has changed, wrap-around services language added in Section 4.8 and required disclosures have been added in Section 6. LHD requested end date of contract to be clarified in SOW.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 05/15/2023.
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
COVID-19 San Juan County HD – PPPHEA Expansion 2021 Amendment 2
Effective Date: May 15, 2023

1. DEFINITIONS:

- 1.1 "CDC" means Centers for Disease Control and Prevention.
- 1.2 "Department" means Utah Department of Health and Human Services, Office of Emerging Infections.
- 1.3 "ELC" means Epidemiology and Laboratory Capacity.
- 1.4 "Quarter" means each 90-day period starting January 1.
- 1.5 "Subrecipient" means Contractor and San Juan County Health Department.
- 1.6 UT-NEDSS means Utah's national electronic disease electronic surveillance system.
- 1.7 "Vulnerable populations" means racial and ethnic minority communities, refugees, people with disabilities, people experiencing homelessness and/or substance use disorder, people who are economically disadvantaged, tribal nations, schools/ childcare settings.

2. FUNDING:

- 2.1 Total funding is \$1,923,442.00. Contract end date is July 31, 2024.
 - (A) \$285,475.00 for Infection Prevention (beginning after funds awarded in the PPPHEA grant have been exhausted).
 - (B) \$109,620.00 for Epidemiology (beginning after funds awarded in the CARES grant have been exhausted).
 - (C) \$107,514.00 for Vulnerable Populations Outreach.
 - (D) \$205,798.00 for Community Health Workers.
 - (E) \$188,625.00 for Contact Tracing (beginning after funds awarded in the PPPHEA grant have been exhausted).
 - (F) \$221,538.00 for ELC Coordinator.
 - (G) \$791,263.00 as flexible funds for COVID-19 personnel (beginning after funds awarded in any of the other categories have been exhausted unless the expense is uncategorized).
 - (H) \$13,609.00 for quarantine and isolation of vulnerable populations.
- 2.2 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.
- 2.3 The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
- 2.4 Pass-through Agency: Utah Department of Health.
- 2.5 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this Contract.

3. INVOICING:

- 3.1 In addition to the General Provisions of the contract, the Subrecipient must include one column for each funding source in the Monthly Expenditure Report.
 - (A) EED – Infection Prevention and Control
 - (B) EED – Epidemiology
 - (C) EED – Vulnerable Populations Outreach
 - (D) EED – Community Health Workers

- (E) EED – Contact Tracing/Vaccine Admin
 - (F) EED – ELC Coordinator
 - (G) EED – COVID Flexible funds
 - (H) EED – Q & I Hoteling
- 3.2 In addition to the General Provisions of the contract, the Subrecipient must submit the June invoice no later than July 15.

4. RESPONSIBILITIES OF SUBRECIPIENT:

- 4.1 For Infection Prevention and Control the Subrecipient shall:
- (A) Maintain a minimum of one FTE temporary Infection Preventionist to work as investigators and contact tracers.
 - (B) IP to acquire Certification in Infection Prevention and Control credential no later than December 31, 2023.
 - (C) Provide community outbreak identification and response.
 - (D) Participate in Certification in Infection Prevention and Control credential certification for outbreak response staff.
 - (E) Participate in the Infection, Prevention, and Control training program.
 - (F) Disseminate Project Firstline curriculum in healthcare facilities within the health department's jurisdiction.
 - (G) Provide activities to support long-term care facilities investigation in coordination with DEPARTMENT.
 - (H) Attend meetings called by the DEPARTMENT.
- 4.2 For Epidemiology the Subrecipient shall:
- (A) Attend meetings called by the DEPARTMENT.
 - (B) Conduct COVID-19 case investigations and enter data into EpiTrax.
 - (C) Conduct surveillance of COVID-19 and other emerging infections and conditions of public health significance within the jurisdiction.
 - (D) Detect and respond to COVID-19 and other emerging infections and conditions of public health significance.
- 4.3 For Vulnerable Populations the Subrecipient must:
- (A) Reach vulnerable populations through communication including translated educational materials, interpreters, ADA compliant websites and materials, outreach, transportation, testing, contact tracing, data (including Service Point), and provide resources to prevent COVID-19 in vulnerable populations.
 - (B) Aim to address social determinants of health barriers that have resulted from COVID-19 (ex; mobile Wi-Fi hotspots for increased internet access for student engagement, working with food banks, working with housing partners, etc.).
 - (C) Work with Department to carry out assessments and implement strategies to prevent and protect vulnerable populations.
 - (D) Track the population size, outreach/engagement data (such as vaccine clinics), resources allocated, and efforts with vulnerable populations.
 - (E) Coordinate with the Refugee Health Program to share vaccine and resource coordination within the refugee population.
 - (F) Partner with CBOs and other non-profits in their areas to increase their reach and support to vulnerable populations. Encouraged to set up community clinics and ADA compliant/mobile/in-home vaccines and transportation to sites to ensure reach within vulnerable populations. Aim to incorporate

Health Equity Best Practices for Working with Vulnerable Populations at Community Vaccine Clinics (related to staffing, law enforcement, IDs, registration, etc.).

- (G) Establish or enhance testing for COVID-19/SARS-CoV-2 in vulnerable populations.
- (H) Provide wrap-around services to vulnerable populations to support quarantine and isolation, as needed.
- (I) Provide surveillance, testing, analysis, contact tracing, and/or vaccine administration to identified vulnerable populations (such as persons with disabilities, people experiencing homelessness, racial and ethnic minority communities, older adults, etc.).
- (J) Send a representative to attend the COVID-19 Vulnerable Populations workgroup once each month.
- (K) Provide wrap-around services to support individuals impacted by COVID-19 to obtain needed resources such as hoteling, food, laundry, mental health services, etc. Housing support beyond hoteling is not allowed.

4.4 For Community Health Workers the SUBRECIPIENT must:

- (A) Maintain a minimum of one (1) FTE temporary Community Health Worker (CHW).
- (B) Work with CHWs and other staff and community partners to reach out to vulnerable communities.
- (C) Identify persons in need and help prevent COVID-19 through outreach and education.
- (D) Provide needed resources (wrap-around services, testing, vaccines) to persons in need.

4.5 For Contact Tracing the Subrecipient shall:

- (A) For contact tracing the Subrecipient shall:
 - (i) Complete the case investigation, preferably within 24 hours after receiving the lab result.
 - (a) Enter all minimum data elements in UT-NEDSS, when available.
 - (b) Enter the "optimal" data elements into UT-NEDSS at the Subrecipient's discretion.
 - (ii) Complete contact tracing, preferably within 24 hours after completing the case investigation.
 - (iii) Route cases to Department at the Subrecipient's discretion.
 - (iv) Contact tracing staff may perform other duties as assigned in response to COVID-19 and other emerging infections and conditions of public health significance, as long as their primary duties are related to COVID-19 activities as outlined in Utah's ELC Enhancing Detection Expansion workplan.

4.6 For ELC Coordinator the Subrecipient must:

- (A) Maintain a minimum of one (1) FTE ELC Coordinator employee to work on grant and contract management in coordination with UDOH.
- (B) Ensure contract deliverables are met, ensure monitoring activities occur regularly through the duration of the project period. Work with DEPARTMENT staff to make adjustments and corrections as needed to effectively accomplish objectives as outlined in this agreement.

- 4.7 For flexible funds for COVID-19 the SUBRECIPIENT shall adhere to the following:
- (A) Subrecipient shall ensure flexible funds for COVID-19 response are related to response and mitigation activities, including but not limited to the following expenses:
 - i. Contact tracing/investigation (once funds awarded in funding section 2.3.1.E are exhausted);
 - ii. Data collection, analysis, and interpretation;
 - iii. Community health worker support (once funds awarded in funding section 2.3.1.D are exhausted);
 - iv. Infection prevention/control (to supplement, but not duplicate, funds in funding section 2.3.1.A);
 - v. Public information/health communication;
 - vi. Testing/mobile teams (may supplement, but not duplicate, support provided in funding section 2.3.1.C);
 - vii. Personnel costs, provided funding in section 2.1.H has been expended;
 - viii. Supplies, software, hardware, and equipment do not exceed \$5,000.00 in total;
 - ix. Training and education are provided for employee development;
 - x. Wrap-around services to support individuals impacted by COVID-19 to obtain needed resources such as hoteling, food, laundry, mental health services, etc. (housing support beyond hoteling is not allowed); and
 - xi. Other expenses as required for COVID-19 mitigation and response efforts according to CDC guidance, described in this contract.
 - (B) Subrecipient shall ensure expenses are approved in coordination with Department prior to obligating funds for projects that are not clearly allowable based on CDC guidance.
 - (C) Details must be provided in the Monthly Expenditure Report that explains which category items were billed in.
 - (D) Subrecipient must retain backup documentation regarding the items billed.
- 4.8 Quarantine and isolation funds for vulnerable populations may also be used by Subrecipient to provide wrap-around services as per Sections 4.3.H and 4.3.K.

5. REPORTS:

- 5.1 Submit monthly contract monitoring report include detail of activities by category as described in the contract within 20 days after the end of the previous month.
- 5.2 Provide the number of people in the local health department that has used the hoteling funding for quarantine and isolation.

6. REQUIRED DISCLOSURE:

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): 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
Kim McDowell, Grants Management Specialist
Centers for Disease Control and
Prevention Branch 1
2939 Flowers Road, MS-TV2
Atlanta, GA 30341
Email: qpx9@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 Disclosure, Intake Coordinator
330 Independent 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

7. OUTCOMES:

The desired outcome of the contract is to mitigate the spread of COVID-19.

- (A) Performance Measure: COVID-19 case counts within Subrecipient's jurisdiction.
- (B) Reporting: The Subrecipient shall complete the case investigation, preferably within 24 hours after receiving the lab result.

