



## UTAH DEPARTMENT OF HEALTH 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 1.
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 contract end date is extended to July 31, 2024. The contract amount is being changed. The original amount was \$1,909,833.00, the funding amount will be increased by \$13,609.00 in federal funds. The new total funding is \$1,923,442.00. Attachment "A", effective January 15, 2022, is replacing Attachment "A", which was effective January 2021. The document title is changed, Article "2" Funding, Sections 2.1., H. is added, Article "3" Invoicing, Sections 3.1., H. is added, Article "4" Responsibilities of Subrecipient, Sections 4.2., C. and D. are added, Sections 4.3., J is added, Sections, 4.5.A.1 and 4.5A.1.1 is deleted, Section 4.5.A.4 is added, Article "5" Reports, Section 5.2 is added.

**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 amount was \$1,909,833.00, the funding amount will be increased by \$13,609.00 in federal funds. The new total funding is \$1,923,442.00.
2. Attachment "A", effective January 15, 2022, is replacing Attachment "A", which was effective January 2021. The document title is changed, Article "2" Funding, Sections 2.1., H. is added, Article "3" Invoicing, Sections 3.1., H. is added, Article "4" Responsibilities of Subrecipient, Sections 4.2., C. and D. are added, Sections 4.3., J is added, Sections, 4.5.A.1 and 4.5A.1.1 is deleted, Section 4.5.A.4 is added, Article "5" Reports, Section 5.2 is added.
3. The contract end date is extended to July 31, 2024.

DUNS: 079815014

Indirect Cost Rate: 0%

Add

Federal Program Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Award Number:	6 NU50CK000536-02-05
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Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU50CK000536
CFDA Title:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)	Federal Award Date:	1/13/2021
CFDA Number:	93.323	Funding Amount:	\$13609

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/15/2022
  
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 # 2115321**

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 County HD – PPPHEA Expansion 2021 Amendment 1  
Effective Date: January 15, 2022

1. DEFINITIONS:
  - 1.1 “Quarter” means each 90-day period starting January 1.
  - 1.2 “Subrecipient” means Contractor.
  - 1.3 “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.
    - 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).
    - H. \$13,609 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 Personnel/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 must:
    - A. Maintain a minimum of one (1) FTE temporary Infection Preventionist (IP) to work as investigators and contact tracers.

- B. IP to acquire Certification in Infection Prevention and Control, or CIC®, credential no later than July 31, 2023.
  - C. Provide community outbreak identification and response.
  - D. Participate in CIC certification for outbreak response staff.
  - E. Participate in the Infection, Prevention, and Control (IPC) 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 must:
- 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.
    - 4.3.D.1 Coordinate with the Refugee Health Program to share vaccine and resource coordination within the refugee population
  - E. 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.).
  - F. Establish or enhance testing for COVID-19/SARS-CoV-2 in vulnerable populations.
  - G. Provide wrap-around services to vulnerable populations to support quarantine and isolation, as needed.
  - H. 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.).
  - I. Send a representative to attend the COVID-19 Vulnerable Populations workgroup once each month.

- J. Provide hoteling for quarantine and isolation.
- 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:
    - 4.5.A.1 Complete the case investigation, preferably within 24 hours after receiving the lab result.
      - 4.5.A.1.1 Enter all minimum data elements in UT-NEDSS, when available.
      - 4.5.A.1.2 Enter the “optimal” data elements into UT-NEDSS at the SUBRECIPIENT’s discretion.
    - 4.5.A.2 Complete contact tracing, preferably within 24 hours after completing the case investigation.
    - 4.5.A.3 Route cases to DEPARTMENT at the SUBRECIPIENT’s discretion.
    - 4.5.A.4 Contact tracing staff may perform other duties as assigned in response to COVID-19 and other emerging infections and conditions of public health significance.
- 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 personnel the SUBRECIPIENT must:
  - A. Ensure flexible funds for COVID-19 personnel expenses are related to the following:
    - 4.7.A.1 Contact tracing/investigation or vaccine administration (once funds awarded in funding section 2.3.1.E are exhausted);
    - 4.7.A.2 Data collection, analysis, and interpretation;
    - 4.7.A.3 Community health worker support (once funds awarded in funding section 2.3.1.D are exhausted);
    - 4.7.A.4 Infection prevention/control (to supplement, but not duplicate, funds in funding section 2.3.1.A);
    - 4.7.A.5 Public information/health communication;
    - 4.7.A.6 Testing/mobile teams (may supplement, but not duplicate, support provided in funding section 2.3.1.C).
  - B. Details must be provided in the Monthly Expenditure Report that explains which category items were billed in.
  - C. SUBRECIPIENT must retain backup documentation regarding the items billed.

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 that have used hoteling funding for quarantine and isolation.

6. DISPUTE RESOLUTION:

- 6.1 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.
- 6.2 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).
- 6.3 If a resolution cannot be reached, DEPARTMENT may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- 6.4 The provisions in Section B. and C. are not mandatory.
- 6.5 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).
- 6.6 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).
- 6.7 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 must control.