



**UTAH DEPARTMENT OF HEALTH CONTRACT
AMENDMENT**

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

1929007
Department Log Number

192700280
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Tooele County Health Department - FY19-23 Arthritis Contract Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and Tooele County Health Department (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** To increase contract amount from \$15,930 to the new total funding amount of \$21,930, and replace Attachment A, Special Provisions dated July 1, 2020 with Attachment A, Special Provisions dated July 1, 2021.
4. **CHANGES TO CONTRACT:**
 1. To increase contract amount from \$15,930 to the new total funding amount of \$21,930.
 2. To replace Attachment A, Special Provisions dated July 1, 2020 with Attachment A, Special Provisions dated July 1, 2021.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2021
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.

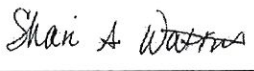
Contract with Utah Department of Health and Tooele County Health Department, Log # 1929007

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By:  6-14-21
Jeff Coombs Date
Health Officer

By:  6/15/2021
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

Tooele County Health Department
Utah Department of Health
Healthy Aging Program
FY22 Special Provisions

I. DEFINITIONS

- A. AFEP DATA means counts of new and total participants per class.
- B. AFEP means the evidence-based program Arthritis Foundation Exercise Program.
- C. Compass means the database created to store data from the workshops.
- D. CONTRACTOR means Tooele County Health Department.
- E. DEPARTMENT means the Utah Department of Health, Healthy Aging Program.
- F. De-identified means patient information is protected by removal of 18 identifiers, which are listed at <https://www.hhs.gov/hipaa/for-professionals/privacy/special-topics/de-identification/index.html#protected>
- G. Healthcare providers means a nurse, medical assistant, nurse practitioner, case manager, physician or other title as agreed upon by the CONTRACTOR and the DEPARTMENT.
- H. Living Well Programs means the suite of the following evidence-based Chronic Disease Self-Management Education programs (LWCC).
- I. LWCC means the evidence-based Living Well with Chronic Conditions program.
- J. LW DATA includes the following information for all Living Well Programs: attendance and Participant Information Forms as provided by the DEPARTMENT.
- K. NCOA means the National Council on Aging.
- L. PII means Personally Identifiable Information or any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
- M. Quarterly means every three months.
- N. SMRC means Self-Management Resource Center.
- O. Telephonic means any DEPARTMENT approved program taught over the phone.
- P. Virtual means any DEPARTMENT approved program taught using an online platform (e.g. WebEx, Zoom, Skype, etc.)
- Q. WWE DATA includes the following information: WWE attendance, WWE pre- and post-survey forms as found in Compass.
- R. WWE means the evidence-based program Walk With Ease.

II. PAYMENTS

- A. The DEPARTMENT shall pay the CONTRACTOR not to exceed the contract amount of **\$21,930** for services provided by the CONTRACTOR directly related to this project as described in Section III.
 - 1. Funds can only be used as follows:
 - a. \$5,400 for the period of October 1, 2018 – July 31, 2019
 - b. \$5,400 for the period of July 1, 2019 – June 30, 2020
 - c. \$5,130 for the period of July 1, 2020 – June 30, 2021
 - d. **\$6,000** for the period of July 1, 2021 – June 30, 2022
 - 2. For July 1, 2021- June 30, 2022, the following are the payment categories that encompass the services as described in Section III:
 - a. **\$5,400** maximum for **any of the following** Program Implementation activities, in-person, virtual or telephonic, approved by the DEPARTMENT.
 - i. \$200 maximum for start-up funds to implement virtual or telephonic workshops.

- ii. \$500 maximum for start-up funds to implement Walk With Ease, Group-led, Self-directed Enhanced or Self-directed.
 - iii. \$3,700 maximum for program reach data
 - 1. \$25 per Living Well workshop *participant* (defined as an individual who attends one to three classes).
 - 2. \$100 per Living Well workshop *completer* (defined as an individual who attends four to six classes).
 - 3. \$45 per WWE participants or new AFEP participant, verified through data submission.
 - iv. \$1,000 maximum (\$250 each quarter), payable upon receipt of quarterly invoice for LWCC, AFEP and/or WWE implementation expenses (including travel, promotion, LW Coordinator), and verification of data and bi-annual progress reports as described in Section III.
- b. **\$300** maximum for **any of the following** Sustainability Activities
 - i. \$100 to participate in developing and disseminating a network wide sustainability plan, as described in Section III.
 - ii. \$100 to participate in developing and disseminating the Leader and Instructor Toolkit, as described in Section III.
 - iii. \$100 for promoting the program locator with healthcare providers, as described in Section III.
 - c. **\$300** maximum for **any of the following** Counseling and Referrals Activities
 - i. \$100 to investigate opportunities to use the communications toolkit, as described in Section III.
 - ii. \$100 to promote awareness of the DEPARTMENT's burden report, as described in Section III.
 - iii. \$100 to update CONTRACTOR's current sustainability plan.
- B. The CONTRACTOR shall invoice the DEPARTMENT quarterly on the following schedule:
- Quarter 1: July 1, 2021 – September 30, 2021, **due October 8, 2021**
 - Quarter 2: October 1, 2021 – December 31, 2021, **due January 7, 2022**
 - Quarter 3: January 1, 2022 – March 31, 2022, **due April 8, 2022**
 - Quarter 4: April 1, 2022 – June 30, 2022, **due July 1, 2022**
- C. The CONTRACTOR is subject to the following conditions:
- 1. CONTRACTOR will receive payment from invoice after the CONTRACTOR submits supporting workshop data into Compass (AFEP, Living Well Programs, and WWE) and to the DEPARTMENT. The DEPARTMENT will compare invoice with data submitted before processing payment.

III. SERVICES

The CONTRACTOR shall:

- A. Increase participation in Living Well self-management programs or physical activity classes throughout the CONTRACTOR's delivery system. These may include:
 - 1. Arthritis Foundation Exercise Program (AFEP)
 - 2. Living Well with Chronic Conditions (LWCC)
 - 3. Walk With Ease (WWE)
- B. Program Coordinator
 - 1. Designate a Living Well Coordinator who fulfills outlined responsibilities in the Living Well Coordinator Position Description document on the DEPARTMENT's website.
 - 2. The coordinator will also oversee Living Well and physical activity program scheduling, marketing, data submission, and working with the DEPARTMENT as needed.

3. Due on **March 25, 2022**, submit an annual plan using the DEPARTMENT template and include workshop and reach goals to inform contract negotiations for the following year, based on availability of DEPARTMENT's funds.
4. CONTRACTOR is strongly encouraged to input all workshop dates, times and locations into Compass at least 6-weeks prior to all publicly available workshops.
5. Identify, recruit and register new Peer Leaders for training and submit the signed Peer Leader Agreement and Non-Disclosure forms, which includes agreeing to the cancellation fee of \$200 per 4-day training and \$100 per 2-day training.
6. Participate in the Living Well Coalition:
 - a. Attend all 4 meetings, offered quarterly. Partners are encouraged to attend in-person, although attendance by phone is acceptable.
 - b. Participate in selected project group discussions, activities, and decisions.

C. Master Trainer

1. Attend bi-annual Master Trainer calls with the DEPARTMENT.
2. Master Trainers conducting Peer Leader Trainings with DEPARTMENT funds:
 - a. Offer Peer Leader training free of charge to all participants.
 - b. Schedule the location and provide participant materials.
 - c. Schedule the training in Compass at least four weeks prior to the start of the training.
 - d. In Compass, manage training registration before start date, including collecting Peer Leader Agreement Forms and Non-disclosure Agreements.
 - e. In Compass, add training attendance and indicate completed training for each new Peer Leader.
 - f. Send confirmation emails to registered participants 2-weeks and 1-week prior to the training.
 - g. Within 10 days of Peer Leader Training completion, submit attendance form and evaluations to the DEPARTMENT and provide verbal or written summary of the training including any concerns or participants not passed.
3. Master Trainers conducting Peer Leader Trainings without DEPARTMENT funds:
 - a. Schedule the location and provide participant materials.
 - b. Within 10 days of Peer Leader Training completion, submit attendance form and evaluations to the DEPARTMENT and provide verbal or written summary of the training including any concerns or participants not passed.

D. Sustainability Activities

1. Participate in developing and disseminating a network wide sustainability plan in collaboration with the DEPARTMENT and Living Well Coalition.
2. Participate in developing and disseminating the Leader and Instructor Toolkit in collaboration with the DEPARTMENT and Living Well Coalition.
3. Promote the DEPARTMENT program locator with healthcare providers.

E. Counseling and Referrals

1. Investigate opportunities to use the communications toolkit, "Using Communication Strategies for Increasing Provider Physical Activity Counseling and Referrals", with 1-2 healthcare providers to increase awareness and counseling and referrals.
2. Promote the awareness of the burden of arthritis and physical activity to 1-2 healthcare providers by distributing the DEPARTMENT's, "A Community Health Approach to Arthritis in Utah, Engaging Patients in Self-Management Education and Physical Activity Counseling".
3. Update the CONTRACTOR's current sustainability plan.

F. Program Implementation

1. The DEPARTMENT encourages the CONTRACTOR to target marketing efforts to enroll qualified participants into evidence-based programs, and obtain an average completion rate of 75% or greater.

2. Increase cross-referrals by distributing DEPARTMENT recommendation cards or other materials to promote Living Well and physical activity programs and report on during site visits utilizing the DEPARTMENTS reporting templates.

G. Fidelity

1. Maintain fidelity of the self-management programs as outlined by the fidelity guidelines.

H. Progress Reports and Site Visits

1. Due on **January 7, 2022** and **June 24, 2022**, report progress using DEPARTMENT provided template through the bi-annual progress report.
2. Between **October-November, 2021**, host an annual site visit from DEPARTMENT.
3. Between **April-May, 2022**, participate in next fiscal year contract discussions.

I. Data Submission

1. Collect and submit de-identified LW DATA and WWE DATA from the Participant Information Forms, pre- and post-surveys, and attendance to the DEPARTMENT through Compass, the statewide online database within 10 days of each 6-week workshop's completion. In the case where the CONTRACTOR enters identifiable LW DATA or WWE DATA, the CONTRACTOR will obtain participant informed consent.
2. At least one week prior to invoice due dates, the CONTRACTOR shall submit counts of monthly new and ongoing AFEP participants for each implementation site to the DEPARTMENT through Compass. The CONTRACTOR shall not enter identifiable AFEP data without informed consent from participants.
3. Keep the *Personnel* tab in Compass up to date by archiving inactive leaders and staff within 60 days when they no longer work with the Living Well programs.

J. Disparate Groups/Cultural Competence

1. Collaborate on referrals or hold joint workshops where reaching the target population is mutually beneficial.
2. Identify and target underserved populations within jurisdiction. The CONTRACTOR may utilize the burden report or request other DEPARTMENT expertise in order to identify underserved populations.
3. Ensure that the Coordinator/Program Manager and/or other leadership, as identified by the CONTRACTOR, participate in a cultural competency training identified by the CONTRACTOR, and indicate training completion within CONTRACTOR'S bi-annual progress report.
4. Offer culturally competent materials to recruit participants from underserved populations.

IV. USE OF FUNDS

- A. The CONTRACTOR shall not use funds from this contract to provide food for workshop participants, incentives, or research.
- B. Secured funds from other non-DEPARTMENT sources may be used for such purposes.

V. ADA COMPLIANCE

- A. The CONTRACTOR shall conform to the Americans with Disabilities Act including associated regulations and policies and Civil Rights laws, regulations, and policies, which includes providing reasonable accommodations to those with disabilities and display requires notices of rights.
 1. At least two weeks before a workshop, the DEPARTMENT encourages the CONTRACTOR to check in Compass for participants needing reasonable accommodations.
 2. The DEPARTMENT encourages the CONTRACTOR to review and ensure that promotional materials and communication products are inclusive and accessible for those with disabilities.

VI. DEPARTMENT RESPONSIBILITIES

The DEPARTMENT agrees to:

A. Technical Assistance

1. Provide access to electronic forms of educational and promotional materials as needed for the Living Well programs (i.e. recommendation cards, sample flyers, posters, and promotion tips to help organizations recruit participants).
2. Offer examples of sustainability plans in action as CONTRACTOR creates and implements their Sustainability Plan.
3. Provide the CONTRACTOR with technical assistance with data collection processes, including security and communication with Canary Health.

B. Program Assistance and Coordination

1. Authorize the CONTRACTOR use of the statewide SMRC program license.
2. Coordinate with CONTRACTOR to register and send individuals to the Living Well programs Peer Leader Trainings.
3. Provide the Peer Leader Application and Peer Leader Agreement documents that outline responsibilities as a Peer Leader in the program.
4. Coordinate with Master Trainers to provide the annual schedule of Peer Leader Trainings, and share with partners via website and email.
5. Add new Peer Leaders to Compass after they complete Peer Leader training, within 14 days of obtaining paperwork from the Master Trainer.
6. Provide CONTRACTOR with 1 book per 3 participants, for the Living Well programs, each quarter, tracked by data submitted in Compass by the CONTRACTOR, as resources are available.
7. Maintain a website with current workshop schedules, leader training information, and other resources for partners.
8. Host 4 quarterly Living Well Coalition meetings for partners to network, receive guidance, and address sustainability, recruitment, program implementation and other topics as identified by members.

C. Fidelity

1. Provide fidelity updates during Living Well Coalition quarterly meetings.
2. Observe CONTRACTOR workshops periodically to ensure fidelity and quality assurance adherence.
3. Provide a copy of SMRC and physical activity program fidelity guidelines to partners.
4. Provide fidelity updates during Living Well Coalition quarterly meetings.
5. Provide Living Well and physical activity program updates to partners.
6. Due on **January 7, 2022** and **June 24, 2022**, collect CONTRACTOR bi-annual progress reports and respond with feedback no later than 2-weeks after receiving the report.
7. Between **October-November, 2021**, conduct CONTRACTOR annual site visit.
8. Between **April-May, 2022**, prepare amended contracts for following fiscal year and attend contract negotiations calls.

VII. DATA OWNERSHIP AND CUSTODIAL RESPONSIBILITY

A. The CONTRACTOR is responsible to:

1. Ensure data is provided to the DEPARTMENT via the secured Compass data management system.
2. Ensure all individuals involved in the collection, handling and/or data entry of PII on individuals participating in DEPARTMENT evidence-based programming, including Managers, Coordinators, other employees, Master trainers, Lay or Peer leaders, and Volunteers:
 - a. Have signed a non-disclosure agreement.
 - b. Complete the DEPARTMENT's data security training on an annual basis.

B. The DEPARTMENT retains all ownership of data entered in Compass and AFEP DATA

submitted to the DEPARTMENT. The CONTRACTOR does not obtain any right, title, or interest in any of the data furnished by the CONTRACTOR without permission from the DEPARTMENT.

1. The DEPARTMENT assures that Compass data and AFEP DATA will be received and stored on an encrypted server with limited access provided to authenticated credentialed users that have a business "Need to Know."
2. The DEPARTMENT assures that when the CONTRACTOR submits identifiable data into Compass pursuant to this contract, the DEPARTMENT will only share such data in a de-identified form.

VIII. CONSULTATION

- A. The DEPARTMENT agrees to consult with the CONTRACTOR as needed.
- B. The CONTRACTOR agrees to meet with the DEPARTMENT as needed.
- C. If CONTRACTOR has issues or concerns with the contract, the CONTRACTOR shall contact the DEPARTMENT for resolution.
- D. If DEPARTMENT has issues or concerns with the contract, the DEPARTMENT shall contact the CONTRACTOR for resolution.

IX. DISCLOSURE REQUIREMENTS

- A. The disclosure below is required by the Centers for Disease Control and Prevention for DEPARTMENT subawards and contracts funded from award number 5 NU58DP006454-04-00:

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 Cathleen Franklin, Grants Management Specialist Centers for Disease Control Chronic Disease and Birth Defects Services Branch 2960 Brandywine Road Atlanta, Georgia 30341 Email: dwt6@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*