



Tooele County Council Agenda Item Summary

Department Making Request:

Health

Meeting Date:

2/1/2022

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: 12/31/2022

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ _____

Item Title:

Please answer the who? what? when? why?

Amendment to increase HIV Prevention contract by \$300 for testing and disease investigation during 2022.

Funding and expenses for this contract are included in 2022 approved budget.

List who needs copies when approved:

NONE NEEDED



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1801908
Department Log Number

182700669
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Tooele County Health Department - HIV Prevention - 2018 through 2022 Amendment 5.
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:** 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 amount was \$4,750.00. The funding amount will be increased by \$300.00 in federal funds. New total funding is \$5,050.00.
2. Attachment "A" effective, January 1, 2022, is replacing Attachment "A" which was effective January 1, 2021. The document title is changed, Article "I" is changed, Article "II" Definitions, Section H, is changed and K, is added, Article "III" Funding, Section A, is changed Subsection 5, is added, and Section C is added, Article "VI" Responsibilities of the Subrecipient is changed, and Articles "VII" and "VIII" are added.

DUNS: 094650249

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah HIV Surveillance and Prevention Project	Award Number:	5 NU62PS924568-05-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU62PS924568
CFDA Title:	HIV PREVENTION ACTIVITIES HEALTH DEPARTMENT BASED	Federal Award Date:	12/16/2021
CFDA Number:	93.940	Funding Amount:	\$300.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/01/2022

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 Tooele County Health Department, Log # 1801908

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: J.R. Coombs 2-4-22
Jeff Coombs Date
Health Officer

By: Shari A. Watkins 2/7/2022
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

APPROVED AS TO FORM:

Colin R. Winchester 02/28/2022
Colin R. Winchester
Deputy Tooele County Attorney

Jan A. Wilce
County Manager
3/2/22

Attachment A: Special Provisions

Tooele County Health Department - HIV Prevention - 2018 through 2022 Amendment 5

Effective Date: January 1, 2022

I. GENERAL PURPOSE:

- A. The general purpose of this contract is to provide HIV testing, partner services and disease investigation.

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
B. "Education" means one-on-one discussion and distribution of educational materials.
C. "High-risk individual" means men who has sex with men, injecting drug users, pregnant women, children of HIV-positive women, individuals with a prior STD diagnosis, hemophillac/blood product recipients, sexual assault victims, individuals with a significant occupational exposure, individuals who exchange sex for drugs/money or other commodities, individuals with a history of alcohol/drug abuse and the sex partner of any of the above.
D. "Network" means a collection of at least three persons believed to be part of the same web of recent and/or ongoing HIV transmission based on similarities in time of diagnosis, clinical characteristics, and residence at the time of diagnosis.
E. "PEP" means post-exposure prophylaxis.
F. "PrEP" means pre-exposure prophylaxis.
G. "Rapid HIV testing" means whole blood specimens processed at the Subrecipient's clinic, with same-visit results.
H. "Subrecipient" means Contractor and Tooele County Health Department.
I. "UPHL" means Utah Public Health Laboratory.
J. "UT-NEDSS" means the DEPARTMENT electronic disease surveillance system.
K. "Department" means Utah Department of Health, HIV and STD Prevention and Surveillance.

III. FUNDING:

- A. New total funding is \$5,050.00.
1. \$1,500.00 for the period January 1, 2018 to December 31, 2018.
2. \$1,000.00 for the period January 1, 2019 to December 31, 2019.
3. \$1,250.00 for the period January 1, 2020 to December 31, 2020.
a. HIV Prevention - Disease Intervention Services.
(1) \$250.00 for the period January 1, 2020 to December 31, 2020.
b. Early Intervention Services Disease Intervention Services.
(1) \$500.00 for the period of January 1, 2020 to June 30, 2020.
(2) \$500.00 for the period of July 1, 2020 to December 31, 2020.
4. \$1,000.00 for the period January 1, 2021 to December 31, 2021.
a. HIV Prevention - Disease Intervention Services.
(1) \$500.00 for the period January 1, 2021 to December 31, 2021.
b. Early Intervention Services Disease Intervention Services.
(1) \$500.00 for the period of July 1, 2021 to December 31, 2021.
5. \$300.00 for the period January 1, 2022 to December 31, 2022.
B. 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 program.
C. The Subrecipient shall submit monthly invoices using the monthly expenditure report.

IV. DEPARTMENT CONTACT: The day to day program and dispute contact is Kim Farley, kimfarley@utah.gov, (801) 538-6287.

V. STANDARDS, PROTOCOLS, POLICIES/PROCEDURES, GUIDELINES:

- A. The Subrecipient shall provide services in accordance with the following standards, protocols, policies, procedures and guidelines (in the event that the cited standards, protocols, policies, procedures and guidelines are revised or amended, the latest data will be applicable to this Contract):
1. *Centers for Disease Control's HIV Counseling, Testing and Referral Standards and Guidelines, 2001.*
 2. *Centers for Disease Control's Technical Guidance on HIV Counseling, 1993.*
 3. *Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings. MMWR, September 22, 2006.*
 4. *Instructions/Protocols for completing CDC Counseling and Testing Worksheets, Interview Records (CDC 73.54) and Field Records (CDC 3.2936S).*
 5. *HIV Partner Counseling and Referral Services Guidance, December 30, 1998. Public Health Service, CDC.*
 6. *Advancing HIV Prevention: New Strategies for a Changing Epidemic. MMWR, April 18, 2003.*
 7. *Recommendations for Partners Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydial Infection. MMWR, October 30, 2008.*
 8. *Fundamentals of HIV Prevention Counseling, 2009.*

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

- A. For Counseling and Testing the Subrecipient shall
1. Provide rapid HIV testing and counseling to residents residing in the Subrecipient's jurisdiction through clinic and or targeted testing efforts.
 - a. Obtain and maintain a Clinical Laboratory Improvement Amendments Certificate of Waiver to provide rapid HIV testing services.
 - b. Purchase rapid HIV testing supplies as needed.
 2. Conduct conventional HIV testing, collecting whole blood specimens processed by the UPHL.
 - a. Deliver whole blood specimens to the UPHL at the SUB-RECIPIENT's expense.
 - b. Meet UPHL requirements for processing including: labelling, requisition form, etc.
 3. Ensure that a minimum of 85% of individuals tested for HIV receive their results and 100% of those who test positive for HIV receive their test result in person.
 4. For newly identified HIV positive individuals, initiate follow-up for patients who fail to return for test result.
 5. Provide an active referral to HIV medical care to all individuals who test positive for HIV by scheduling a medical appointment with a medical provider at the University of Utah Hospital, Infectious Disease Clinic, or a medical provider of the patient's choosing.
 6. Provide HIV prevention referrals to all individuals being tested for HIV, regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy.
 7. Ensure that all staff conducting HIV counseling and testing have completed the HIV Testing and Counseling Training provided by the DEPARTMENT.
 8. Submit to DEPARTMENT or enter into Evaluation Web, completed HIV Test Forms by the 15th of the month following the end of the reporting month.
 - a. Submit to DEPARTMENT or enter into EvaluationWeb, within 30 days of a positive test event, the corresponding HIV Test Form Part ONE and Part TWO information.
 - b. Create a new morbidity event in UT-NEDSS, within two working days of

- c. an individual testing positive for HIV.
 - c. Create a new contact record in UT-NEDSS for each named partner of an individual testing positive for HIV.
- B. For Case Investigation and Partner Services the Subrecipient shall:
1. Investigate all potential HIV cases assigned to the Subrecipient within 30 days of diagnosis.
 - a. Complete minimum dataset requirements, as outlined in the Utah Department of Health HIV Disease Plan, for HIV case morbidity reports and HIV contact events.
(<http://health.utah.gov/epi/diseases/hivaids/plan.pdf>)
 - b. Add notes to UT-NEDSS elicited during the investigation from cases and contact events.
 - c. Verify that the individual attended a medical appointment within 30 days of client first testing positive for HIV.
 - d. Ensure all HIV case investigations assigned to the Subrecipient in UT-NEDSS receive a workflow status of "Approved by LHD" within 30 days of diagnosis.
 - e. Assist in the response and investigation of HIV network and outbreak control efforts communicated by the DEPARTMENT and the CDC.
 - f. Attend monthly network response calls when networks are identified by the DEPARTMENT that contain cases residing in the Subrecipient's jurisdiction.
 - g. Attend the new HIV diagnoses cohort review committee by sending a minimum of one representative who is prepared to discuss cases/patients.
 - h. Assist in Linkage to Care initiatives and re-engagement to care efforts established by the DEPARTMENT.
 - i. Provide PrEP education for 80% of all MSM who are diagnosed with syphilis or gonorrhea and interviewed by the Subrecipient.
 - 1) Provide PrEP referrals.
 - 2) Provide education to partners if able.
 - j. Develop procedures to notify a spouse of a known HIV-infected patient, as described in the Public Law 104-146, Section 8(a) of the Ryan White Care Authorization Act of 1996.
 2. Conduct Partner Services for Subrecipient residents who test positive for HIV within 30 days of diagnosis.
 - a. Offer partner notification services to all partners of all individuals who test positive for HIV and make a minimum of three attempts, two by phone, with all contacts named during the investigation.
 - b. Offer free HIV testing to all partners of all individuals who test positive for HIV.
 - c. Record in UT-NEDSS, within 30 days of referral, information obtained from the investigation by the Disease Intervention Specialists and provides follow up on possible partners, as necessary.
 - d. Provide HIV prevention referrals to all individuals, receiving partner services regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy.
 - e. Record within 30 days of referral, in UT-NEDSS, the information obtained from the partner HIV testing and investigation by the Disease Intervention Specialists.

VII. RESPONSIBILITIES OF THE DEPARTMENT:
The DEPARTMENT agrees to:

- A. Provide information and/or updates including: standards, protocols, procedures, information on current issues, best practices, and HIV Prevention Group, etc.
- B. Provide HIV Testing and Counseling Training.
- C. Provide technical assistance and consultation for HIV by phone, e-mail, on-site visits and written communications as needed.
- D. Provide items including: client report forms, condoms, and literature based upon availability.
- E. Provide an allotment of at least \$50.00 to be paid to the UPHL on behalf of the Subrecipient to process HIV conventional tests. Charges that exceed this allotment are the responsibility of the Subrecipient.
- F. Provide rapid HIV test kits, as funding allows.

VIII. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of December 31, 2022.

