



## UTAH DEPARTMENT OF HEALTH CONTRACT

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

2121709  
Department Log Number

212700330  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County - PPPHEA 2020
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following 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. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide COVID-19 contact tracing, infection prevention control and targeted testing.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2020 through 11/17/2022, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$97,744.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

### **CONTRACTOR**

Kirk Bengé  
(435) 359-0038  
kbenge@sanjuancounty.org

### **DEPARTMENT**

Disease Control and Prevention  
PPPHEA ELC Grant  
Ginny Ambernac  
(801) 538-6289  
gambernac@utah.gov

7. **SUB – RECIPIENT INFORMATION:**

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Award Number:	6 NU50CK000536-01-07
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:	5/18/2020
CFDA Number:	93.323	Funding Amount:	\$97744.00

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions

9. 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 Associates Agreement currently in effect until 6/30/2023.

10. 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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**Contract with Utah Department of Health and San Juan County, Log # 2121709**

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 – PPPHEA 2020  
Effective Date: July 1, 2020

I. DEFINITIONS:

- A. “HEA” means Healthcare Enhancement Act.
- B. “PPP” means Payroll Protection Program.
- C. “Quarter” means each 90-day period starting January 1.
- D. “Subrecipient” means Contractor.

II. FUNDING:

- A. Total funding is \$97,744.00.
  - 1. \$97,744.00 for the period July 1, 2020 to November 17, 2022.
- 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 Page 1 of the Contract.

III. INVOICING:

- A. In addition to the General Provisions of the contract the SUBRECIPIENT shall include one column for each funding source in the Monthly Expenditure Report.
  - 1. PPPHEA - Contact tracing.
  - 2. PPPHEA - Infection, Prevention and Control
  - 3. PPPHEA - Targeted testing.
- B. In addition to the General Provisions of the contract the SUBRECIPIENT shall submit the July invoice no later than August 15.

IV. RESPONSIBILITIES OF SUBRECIPIENT:

- A. For all activities the SUBRECIPIENT shall:
  - 1. Attend monthly DEPARTMENT coordination meetings.
- B. For contact tracing the SUBRECIPIENT shall:
  - 1. Maintain a minimum of one (1) FTE temporary contract tracing employees to work as investigators and contact tracers for the duration of the contract.
    - a) This is in conjunction with other contact tracing contracts with the Department of Health.
  - 2. Complete the case investigation, preferably within 24 hours after receiving the lab result.
    - a) Complete all minimum data elements in UT-NEDSS, when available.
    - b) Enter the “optimal” data elements into UT-NEDSS at the SUBRECIPIENT’s discretion.

3. Complete contact tracing, preferably within 24 hours after completing the case investigation.
  4. Route cases to DEPARTMENT at the SUBRECIPIENT's discretion.
- C. For infection, prevention and control the SUBRECIPIENT shall:
1. Provide activities to support long term care facilities investigation in coordination with DEPARTMENT.
- D. For targeted testing the SUBRECIPIENT shall:
1. Propose locations to deploy the rapid testing machines.
    - a) Priority given to: geographic clusters of infectious disease, worksites, and healthcare settings.

V. REPORTS:

- A. For contact tracing, epidemiology staff and targeted testing the SUBRECIPIENT shall:
1. Provide a report each quarter, no later than the 15<sup>th</sup> day of the month after the quarter ends.
    - a) Include the number of contact tracers hired, trained and deployed.
- B. For infection, prevention and control the SUBRECIPIENT shall:
1. Provide a report for each quarter, no later than the 15<sup>th</sup> day of the month after the quarter ends.
    - a) Include the activities provided.

VI. PROGRAM CONTACT:

- A. The day to day operations and dispute contact is Ginny Ambrenac, [gambrenac@utah.gov](mailto:gambrenac@utah.gov), (801) 538-6289.

VII. 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.