



## UTAH DEPARTMENT OF HEALTH CONTRACT

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

2219521  
Department Log Number

222700055  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department COVID-19 Testing Activities in K-12 Schools
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 support COVID-19 testing in K-12 school populations.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2021 through 07/31/2022, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$280,000.00 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**

Mike Moulton  
(435) 587-3838  
mmoulton@sanjuancounty.org

### **DEPARTMENT**

Disease Control and Prevention  
COVID ELC Grants  
Maggie Graul  
(385) 267-5720  
mgraul@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 NU50CK000536-02-07
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:	4/7/2021
CFDA Number:	93.323	Funding Amount:	\$280000.00

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 # 2219521**

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  
San Juan County Health Department: COVID-19 Testing Activities in K-12 Schools  
Effective Date: July 1, 2021

1. DEFINITIONS:

- 1.1 "COVID-19" means the disease caused by SARS-CoV-2.
- 1.2 "K-12 Schools" means public or private school environments that serve students age 5-18 from kindergarten through 12th grade.
- 1.3 "Testing" means testing of symptomatic and/or asymptomatic individuals using a variety of methods for the purposes of detecting infection caused by SARS-CoV-2.

2. PROGRAM CONTACT:

- 2.1 The day to day operations and dispute contact is Maggie Graul, mgraul@utah.gov, 385-267-5720.

3. FUNDING:

- 3.1 Total funding is \$280,000.00.
  - A. \$280,000.00 for the period July 1, 2021 to July 31, 2022.
- 3.2 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.
  - A. Cost Reimbursement - Budget

<u>Description</u>	<u>Amount</u>
Testing Coordination	\$100,000.00
Case Investigation and Contact Tracing	\$30,000.00
Subcontract Amounts	\$50,000.00
Other Administration Costs	\$100,000.00
<b>TOTAL</b>	<b>\$280,000.00</b>

- 3.3 The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
- 3.4 Pass-through Agency: Utah Department of Health.
- 3.5 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this Contract.

4. INVOICING:

- 4.1 In addition to the General Provisions of the contract the SUBRECIPIENT shall report the amount of funds utilized to the DEPARTMENT each month in the Monthly Expenditure Report.
- 4.2 In addition to the General Provisions of the contract the SUBRECIPIENT shall submit the June invoice no later than July 15.

5. RESPONSIBILITIES OF SUBRECIPIENT:

- 5.1 For Testing Coordination the SUBRECIPIENT shall:
  - A. Dedicate staff capacity to coordinate communication about and execution of COVID-19 testing strategies between public health entities and K-12 schools.
  - B. Comply with provisions outlined in [Utah S.B. 107](#) from the 2020 General Session.

- 5.2 For Case Investigation and Contact Tracing the SUBRECIPIENT shall:
  - A. Dedicate staff capacity to conduct COVID-19 case investigation and contact tracing in accordance with [Centers for Disease Control and Prevention recommendations](#) for K-12 school populations.
  - B. Collect and enter data from COVID-19 case investigation and contact tracing activities into EpiTrax within 72 hours of testing.
  
- 5.3 For Subcontracting the SUBRECIPIENT shall:
  - A. Provide funds to K-12 schools or other community-based organizations that serve K-12 school populations at the discretion of the SUBRECIPIENT that comply with this Contract's deliverables.
  - B. Report the amount of subcontract funds for each subcontractor by name to the DEPARTMENT each month.
  
- 5.4 For Other Administrative Costs the SUBRECIPIENT shall:
  - A. Report the amount of funds utilized by category to the DEPARTMENT each month.
  - B. If testing incentives are provided, the SUBRECIPIENT shall ensure the incentive does not exceed \$25.00 for each test administered, and collect the date the incentive was provided, amount of the test incentive, location, and confirmation of completed COVID-19 test. Utilization of funding for incentives from SUBRECIPIENT must wait for final DEPARTMENT approval.
    - 1. Report the information to the DEPARTMENT each month.
  
- 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.