



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES

MEMORANDUM OF AGREEMENT

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

25169489

DHHS Log Number

1. MOA NAME: The name of this agreement is COVID-19 - San Juan Public Health - Rapid Testing
2. PARTIES TO MOA: This agreement is between Utah Department of Health & Human Services and San Juan County.
3. GENERAL PURPOSE OF MOA: The general purpose of this agreement is to provide COVID-19 rapid testing.
4. MOA PERIOD: The service period of this agreement is 08/01/2024 through 07/31/2026, unless terminated or extended by agreement in accordance with the terms and conditions of this agreement.
5. AGREEMENT INQUIRIES: Inquiries regarding this agreement shall be directed to the following individuals:

PERFORMING AGENCY CONTACT

San Juan County
Grant Sunada
(435) 587-3838
gsunada@sanjuancounty.org
735 S 200 W, Ste 2
Blanding, UT 84511

PRIMARY AGENCY CONTACT

COVID Response
Jenni Wagner
(801) 965-2512
jwagner@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:
Attachment A: Memorandum of Understanding
7. This agreement, 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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MOA between Utah Department of Health & Human Services, COVID Response and San Juan County , Log # 25169489

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment A: Memorandum of Understanding
COVID-19 – San Juan Public Health – Rapid Testing

Article 1
GENERAL PURPOSE

- 1.1 **General Purpose.** The general purpose of this Agreement is to provide rapid tests, while supplies last, to community partners for COVID-19 detection.

Article 2
PERFORMING AGENCY RESPONSIBILITIES

- 2.1 **COVID-19 rapid testing.** The Performing Agency shall:
- (1) provide COVID-19 testing;
 - (2) comply with test kit package insert, procedures, and instructions;
 - (3) report testing results in accordance with Utah Administrative Code R386-702;
 - (4) make application for and receive a Clinical Laboratory Improvement Amendments (CLIA) certificate to perform waived tests, if not currently in possession of an unexpired CLIA certificate;
 - (5) renew and pay the annual application fee after the initial 24-month period or cancel the certificate; and
 - (6) not charge for these tests as they are provided free.

Article 3
LIABILITY AND LIMITATIONS

- 3.1 **Liability and Limitations.** The parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees. Neither party waives any rights or defenses available under the Utah Governmental Immunity Act.

Article 4
TERMINATION

- 4.1 Either party may terminate this Agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party must send a notice citing the default and give notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 15 days of the notice. If the default is not cured within the 15 days, the party giving notice may terminate this Agreement 45 days from the date of the initial notice or at a later date specified in the notice.
- 4.2 The Primary Agency may terminate this Agreement without cause, in advance of the specified termination date, upon 30 days written notice.

Article 5
PAYMENTS

5.1 **Payments.** No payment shall be made for services provided under the terms of this Agreement.

Article 6
MISCELLANEOUS PROVISIONS

6.1 **Amendment.** Neither party may enlarge, modify, or reduce the terms, or scope of work in this Agreement, except by written amendment.

6.2 **Notice.** Notice must be in writing and sent to the contact persons on page one of this Agreement.

6.3 **Independent Entity.** Performing Agency acts as an independent entity from the Primary Agency in performance of this Agreement.

Article 7
OUTCOMES

7.1 **Outcome.** The desired outcome of this Agreement is to prevent the spread of COVID-19 by providing COVID-19 rapid tests to community partners.

7.2 **Performance Measure.** COVID-19 case counts within the community.

7.3 **Reporting.** The Performing Agency shall report testing results in accordance with Utah Administrative Code R386-702.