



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2017706
Department Log Number

202701053
State Contract Number

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County - Immunizations - Influenza Capacity Building
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 influenza capacity building.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2020 through 06/30/2021, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$2,444.00 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

DCP COVID Response
DCP COVID Response
Rich Lakin
(801) 554-9827
rlakin@utah.gov

7. **SUB – RECIPIENT INFORMATION:**

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Immunization Cooperative Agreement	Award Number:	6 NH23IP922580-01-01
Name of Federal Awarding Agency:	Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
CFDA Title:	Immunization Cooperative Agreement	Federal Award Date:	6/4/2020
CFDA Number:	93.268	Funding Amount:	\$2444.00

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 # 2017706

IN WITNESS WHEREOF, the parties enter into this agreement.


CONTRACTOR

STATE


By: _____ 8.4.2020
Kirk Bengé Date
Health Officer

By: Shari A. Watkins 8/5/2020
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

Kenneth Maryboy
Commissioner


Health Officer

Attachment A: Special Provisions
COVID-19 San Juan County - Immunization - Influenza Capacity Building
Effective Date: July 1, 2020

- I. DEFINITIONS:
 - A. "Advertising and publicity matters" include; artwork, graphics, layout, scripts, etc.
 - B. "Subrecipient" means Contractor.

- II. FUNDING:
 - A. Total funding is \$2,444.00.
 - 1. \$2,444.00 for the period July 1, 2020 to June 30, 2021.
 - 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 program.
 - C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
 - 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. DEPARTMENT CONTACT:
 - A. The day to day operations and dispute contact is Rich Lakin, rlakin@utah.gov, (801) 538-6905.

- IV. 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.

- V. RESPONSIBILITIES OF SUBRECIPIENT:
The SUBRECIPIENT shall:
 - A. Increase flu clinic capacity including; extending hours, increase staff, establish a mass flu clinic, etc.

- VI. REPORTS:

The SUBRECIPIENT shall:

- A. Submit a report each month no later than the 15 days of the end of the previous month. Reporting elements include:
 - 1. Month and year.
 - 2. Subrecipient name.
 - 3. Use of funds such as, no funds used, staffing, transportation, etc.

VII. PUBLICITY:

- A. In addition to the General Provisions of the contract the SUBRECIPIENT shall submit and receive written approval on all advertising and publicity matters funded by and relating to this contract before production.