



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2222309
Department Log Number

222700251
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Mobile Vaccine Clinic Capacity
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 funds to San Juan County Health Department for mobile vaccine clinic capacity.
4. **CONTRACT PERIOD:** The service period of this contract is 08/01/2021 through 12/31/2021, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$176,500.00 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

Office of Fiscal Operations
Office of Fiscal Operations
Shari Watkins
(801) 702-9436
swatkins@utah.gov

7. **SUB – RECIPIENT INFORMATION:**

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Department of the Treasury	Award Number:	9999
Name of Federal Awarding Agency:	CARES Act	Federal Award Identification Number:	CRF
CFDA Title:	Coronavirus Relief Fund	Federal Award Date:	3/1/2020
CFDA Number:	21.019	Funding Amount:	\$176500

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 # 2222309

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

By: _____
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

Attachment A
Special Provisions
Mobile Vaccine Clinic Capacity
San Juan County Health Department

I. PURPOSE

- A. This Contract provides funding and sets the terms and responsibilities for the acquisition of mobile vaccine clinic capacity.

II. DEFINITIONS

- A. "Contractor" means the San Juan County Health Department
- B. "Department" means the Utah Department of Health.
- C. "Equipment" means any item costing more than \$5,000 with a useful life of more than one year.
- D. "LHD" means Local Health Department.
- E. "LHD General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement San Juan County Health Department" effective July 1, 2018 through June 30, 2023.
- F. "PAPPG" means the FEMA Public Assistance Program and Policy Guide V3.1.

III. ORDER OF PRECEDENCE

- A. The parties agree and understand that the requirements of these Special Provisions conflict with the LHD General Provisions.
- B. Notwithstanding the LHD General Provisions, Contractor shall comply with requirements of the PAPPG, 44 CFR Part 206 & 207, and 2 CFR 200.
- C. If any provisions of the Special Provisions conflict with the LHD General Provisions, the Special Provisions shall take precedence.

IV. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall purchase a fully contained, RV model mobile vaccine clinic.
- B. The vehicle/equipment must be ordered and received by the Contractor by December 31, 2021.

V. DEPARTMENT RESPONSIBILITIES

- A. Department agrees to:
 - 1. Provide technical assistance and consultation, as needed, or requested; and
 - 2. Notify Contractor if additional funds become available.

VI. BILLING

- A. Contractor shall report purchases under this contract to the Department on the Monthly Expenditure Report (MER) for reimbursement.

VII. PAYMENTS

- A. The Department agrees to reimburse expenses allowable under this Contract within thirty days of receiving a timely, accurate invoice.

VIII. FUNDING

- A. Funding will be provided to the Contractor on a reimbursement basis

IX. PROCUREMENT REQUIREMENTS

- A. Contractor shall follow applicable procurement rules as set out in 2 CFR 200.318-326.
- B. Contractor shall follow all other applicable allowable cost rules in accordance with the PAPPG, 44 CFR parts 206 & 207, and 2 CFR 200.

X. 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 B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the 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.