

Memorandum of Understanding
Between
the Department of Technology Services
and
San Juan County Public Health

Effective Date: February 2, 2021
Termination Date: December 1, 2021
ELCID/NSCID: N/A

Purpose

This Memorandum of Understanding (MOU) defines and describes an agreement between the Department of Technology Services (DTS) and the Utah local health department (LHD): San Juan County Public Health regarding the VaccinateUtah product.

Contact Information

DTS Contacts:

Name: Adam Frisbee
Phone:
E-mail: afrisbee@utah.gov

Name: John Angus
Phone:
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Name: Dan Frei
Phone: 801-538-3459
E-mail: dfrei@utah.gov

LHD Contacts: Mack McDonald
Email: mmcdonald@sanjuancounty.org

Background

The VaccinateUtah product is built on Salesforce and provides end-to-end vaccine management for providers, patients, and points of dispensary (POD). This includes registration and appointment scheduling, patient self-service, vaccine inventory management, and clinical workflow.

The DTS Salesforce team worked in partnership with Salesforce in building VaccinateUtah to enable LHDs to use the product in accordance with this MOU. DTS will manage and maintain the system, and has made it available to all LHDs throughout the State of Utah.

This MOU is in effect until either party terminates the agreement.

Commencement

This MOU begins on the effective date and will be renewed as necessary by mutual written amendment.

LHD Responsibilities

The LHD agrees to provide end-user support for the product, with DTS providing appropriate training to the LHD as requested. End user support includes, but is not limited to, support for patients, vaccinators, and clinic administrators.

The LHD is solely responsible and liable for all actions taken by the LHD in its use of the VaccinateUtah system, including all data entered, created, updated, or deleted.

The LHD must determine whether they are a HIPAA covered entity and must take all legal and regulatory action as deemed necessary by the LHD, including obtaining any business associate agreements it needs with Salesforce.

The LHD shall use the VaccinateUtah system solely in the manner designed and for its designated purpose.

The LHD shall promptly report any issues or concerns to DTS.

As desired, the LHD may

- Participate in product steering committees
- Give input into future product features

DTS Responsibilities

In no event shall DTS be responsible or liable for any act or omission of the LHD, or any data entered, created, updated, or deleted by the LHD.

DTS shall not be held responsible for any legal or regulatory inaccuracies within the LHD.

DTS agrees to maintain the VaccinateUtah product:

- Address system issues in a timely manner
- Provide training and assistance to LHDs where appropriate and when requested
- Maintain the operability of the system
- Perform system updates and patches
- Incorporate new features as they become available
- Act as a liaison between DTS and Salesforce where needed

DTS shall not be responsible for end-user technical support. The role of DTS is to maintain the system and provide training and assistance to LHDs as requested.

Costs

The cost for the VaccinateUtah system is covered using CARES Act funds through December 1, 2021. If the LHD assesses and determines whether it wants to continue to use VaccinateUtah, this MOU shall be amended to require the LHD to pay DTS for the LHD cost of use. Cost is contingent on two factors:

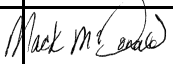
- Whether there is additional CARES Act funding or other federal grants, and
- Whether the LHD wants to use VaccinateUtah for other types of vaccinations going forward.


Termination or Amendment

This MOU will remain in effect until the Termination Date or until either party deems it necessary to terminate the agreement. Notice of termination of the agreement shall happen in writing.

Signatures of Approval

By signing below, the parties agree to this MOU.

| Local Health Department, Authority, or Jurisdiction | | | |
|---|---|------------------|-------------------------------|
| LHD Name: | Mack McDonald | | |
| Signature: |  | Date: | 02/05/2021 |
| Name (Printed): | Mack McDonald | Title (Printed): | San Juan County Administrator |

| Department of Technology Services | | | |
|-----------------------------------|--|------------------|-------------------------|
| Signature: | Dan Frei | Date: | 02/08/2021 |
| Name (Printed): |  <small>Dan Frei (Feb 8, 2021 09:39 MST)</small> | Title (Printed): | Chief Financial Officer |