



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
July 16, 2024 at 11:00 AM

AGENDA

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link <https://us02web.zoom.us/j/82171709527> Meeting ID: 821 7170 9527 One tap mobile +16699006833,,82171709527# US (San Jose)

There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.

1. Approval of the July Small Purchase of \$2,295 for the San Juan County Road Truck Jack
2. Approval of the July 2, 2024 Commission Meeting Minutes
3. Approval of the July 9, 2024 Board of Commissioners, Board of Canvassers Meeting Minutes
4. Approval of the Check Registers for June 29 to July 11 2024
5. Approval of the Appointment of Stephen Hiatt to the San Juan County Board of Health

- [6.](#) Approval of the State of Utah Department of Health and Human Services Contract Amendment 2 with San Juan County for Community and Clinical Intervention.
- [7.](#) Consideration and Approval of the Contract Amendment 2 between San Juan County and TecServ Modifying the Agreement Allowing for the FBI's Criminal Justice Information Systems Adherence and Guidelines.
- [8.](#) Ratification of the Notice of Award to Lyle Northern Electric, Inc. for the Cal Black Airport for the All Weather Operating System and Beacon Replacement Project for \$273,480 in Construction Costs.

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

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9. San Juan County Victims' Advocate Program, Keri Jensen

BUSINESS/ACTION

- [10.](#) Consideration and Approval for the Library Services and Technology Act Borrower Support Grant Agreement between State Library Division and San Juan County. Nicole Perkins, Library Director
- [11.](#) Consideration and Approval of San Juan County Workplan Contract for year 2025 with the State of Utah Department of Environmental Quality. Grant Sunada, Public Health Director
- [12.](#) Consideration and Approval of the San Juan County Minimum Performance Standards Contract for year 2025 with the State of Utah, Department of Environmental Quality. Grant Sunada, Public Health Director
- [13.](#) Consideration and Approval of the Contract and Program from the State of Utah Department of Health and Human Services for the Medical Reserve Corps Strong Program with San Juan County. Grant Sunada, Public Health Director
- [14.](#) Consideration and Approval of the 2024-2025 Agreement with the State of Utah, Utah's Attorney Generals Office and San Juan County for the Children's Justice Center Operations. Robert Nieman, CJC Director
- [15.](#) Consideration and Approval for the Emergency Medical Services Providers Agreement between San Juan County and Regence BlueCross/BlueShield. Mack McDonald, Chief Administrative Officer
- [16.](#) Consideration and Approval of the Membership for Payroll Deduct Only Agreement between AirMed Care Network and San Juan County. Mack McDonald, Chief Administrative Officer

COMMISSION REPORTS

ADJOURNMENT

The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method **In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice**

San Juan County
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From
 Snap-On Tools
 23060 Road G.2
 Cortez, CO 81321

State Contracted

Deliver To
 San Juan County Road
 885 East Center St
 Monticello, Utah 84535
 435-587-3230

Attention To :

Purchase Order

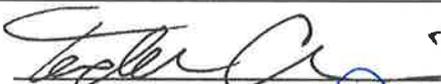
P. O. No#
 Date 7/9/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

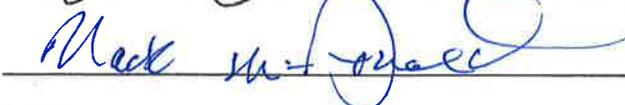
Attention To :

Product ID	Description	Quantity	Unit Price	Amount
TRK2244	22/44T TRUCK JACK	1	\$2,295.00	\$2,295.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total		\$2,295.00
Tax		Exempt
Freight		
Invoice Total		\$2,295.00
Amount Paid		
Balance Due		\$2,295.00

Approved:

Department Head: 

County Admin: 

Terms and Conditions:



BOARD OF COMMISSIONERS MEETING
 117 South Main Street, Monticello, Utah 84535. Commission Chambers
 July 02, 2024, at 11:00 AM

MINUTES

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel

AUDIO: <https://www.utah.gov/pmn/files/1143527.MP3>

VIDEO: <https://www.youtube.com/watch?v=cr8rIZCLJHk>

CALL TO ORDER

Time Stamp 0:00:04 audio

Commission Chair Jaime Harvey called the meeting to order at 11:00 am.

ROLL CALL

Time Stamp 0:00:33 audio

Commission Chair Harvey polled the commission for attendance:

PRESENT

Commission Vice Chair Jaime Harvey

Commission Vice Chair Silvia Stubbs

Commissioner Bruce Adams

STAFF

Mack McDonald, County Administrative Officer (CAO)

Lyman W. Duncan, Clerk/Auditor

INVOCATION

Time Stamp 0:00:54 audio

Kelly Green, resident of La Sal, offered the opening prayer.

PLEDGE OF ALLEGIANCE

Time Stamp 0:01:46 audio

Commission Chair Harvey led the commission & audience in the Pledge of Allegiance.

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:02:33 audio

All three commissioners affirmed there were not any conflicts with today's agenda.

PUBLIC COMMENT

*Public comments will be accepted through the following Zoom Meeting
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile
 +13462487799,,88279631170# US (Houston)*

There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.

Time Stamp 0:03:18 audio

Mack presented the public comment portion for the meeting.

Steven Schultz, resident from La Sal, is a rental property and landowner, and is concerned about the proposed zoning which would eliminate animal rights in Old La Sal. He requests a planning and zoning meeting in La Sal.

Wendy Bradshaw, a La Sal resident, runs an established livestock ranch. Her family requests for their property to stay in greenbelt property tax status.

Maryanna Hutnik, resident of La Sal, also requests a planning & zoning meeting in La Sal. The change in the proposed zoning will cause hardship to her and her family.

Kelly Green, resident of La Sal, is concerned about the proposed planning and zoning changes and their effect upon his property.

Trent Schaeffer, lives south of Monticello, is serving as the Chair of the Planning & Zoning committee. He stated his commitment to hold the requested meetings in La Sal, and to correct the 2019 planning and zoning ordinance.

Roy Smith, a resident of Blanding, is concerned about the effect the proposed zoning ordinance will have upon his property. He wants animal rights for his property. He is also concerned about the status of roads in Oljato. The recent rains caused a great deal of damage to the roads.

Commissioner Adams gave a brief history of the 2019 planning and zoning ordinance and its devastating effects upon the county property owners.

Commission Vice Chair Stubbs thanked the audience for their input.

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

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Time Stamp 0:22:54 audio

Mack presented the consent agenda for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

1. Approval of \$13,117 in Purchases: \$4,000 for Visa USA Inc for Visa Destination Insights, \$1,195.00 for Morris Columbus Travel Expo Website for Visitor Services, \$3,800 for Extended Sponsor Package for the San Juan Record and \$4,122 for Infectious Disease Epidemiology Course for Public Health.
2. Approval of the Check Register for May 31 to June 28, 2024

BUSINESS/ACTION

3. Consideration and Approval of the Utah State Library Memorandum of Agreement with San Juan County for Overdrive Online Library. Nicole Perkins, Library Director

Time Stamp 0:24:44 (audio) & 0:00:01 (video)

Nicole Perkins, Library Director, presented the annual memorandum of agreement with the Utah State Library, for the commission to review and approve.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.

Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

4. Consideration and Approval for the San Juan County Clean Energy Foundation for a Drug Detection Canine. Payton Palmer, Sheriff Deputy

Time Stamp 0:27:52 (audio) & 0:03:09 (video)

Sheriff Deputy Peyton Palmer and Deputy Alan Freestone presented the contract for canine detection services for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

5. Consideration and Approval of the 2024 Certified Property Tax Rate Resolution. Lyman Duncan, Clerk/Auditor

Time Stamp 0:37:08 (audio)

Lyman W. Duncan, Auditor, presented the certified rates for the commission to review and approve.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

6. Consideration and Approval for the Powerline Easement Survey between San Juan County and Empire Electric Association within the SW1/4 SE1/4 of Section 30. Mack McDonald, Chief Administrator Officer

Time Stamp 0:41:40 (audio)

Mack presented the powerline easement agreement with Empire Electric for the commission to review and approve. The public safety building will gain the theater building from the San Juan Foundation and the city of Monticello will receive property near the fairgrounds for affordable housing.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

7. Consideration and Approval of an Interagency Agreement between San Juan County and the Utah Department of Workforce Services, Navajo Revitalization Grant Contract for \$30,000 for the Inclusive Employment Study. Mack McDonald, Chief Administrative Officer

Time Stamp 0:46:07 (audio)

Mack presented the interagency agreement with the State of Utah Workforce Services division and the Navajo Revitalization Fund. The study will identify the barriers to Navajo citizens and why they are not attracted to government employment. The information gained might be used to develop targeted programs for the native youth.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

- 8. Consideration and Approval of the National Opioids Settlement Participation Package Agreement between Kroger and San Juan County. Mack McDonald, Chief Administrative Officer

Time Stamp 0:54:50 (audio)

Mack presented the participation agreement with Kroger. The state of Utah requires all counties to participate in the opioid settlement agreement.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

EXECUTIVE SESSION

Time Stamp 1:02:57 audio

- 9. Make a Motion to Enter into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

COMMISSION REPORT

The commissioners agreed to forego their reports until a future commission meeting.

ADJOURNMENT

The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS MEETING
 117 South Main Street, Monticello, Utah 84535. Commission Chambers
 July 9, 2024, at 2:00 PM

MINUTES

Due to technical difficulties, neither audio nor video files were created.

CALL TO ORDER

Commission Chair Harvey called the meeting to order at 2:19 pm.

ROLL CALL

Commission Chair Harvey polled the commissioners to affirm their attendance in the meeting.

PRESENT

Commission Chair Jaime Harvey
 Commission Vice Chair Silvia Stubbs
 Commissioner Bruce Adams

STAFF

Mack McDonald, Chief Administrative Officer (CAO)
 Lyman W. Duncan, Clerk/Auditor
 Peter Brown, Chief Deputy Clerk/Auditor

Commission Chair Harvey asked for a motion to enter the San Juan County Board of Canvassers:

Motion by Commissioner Adams, seconded by Commission Vice Chair Stubbs.

Yea: Commission Chair Harvey, Commission Vice Chair Stubbs, and Commissioner Adams.

BOARD OF CANVASSERS:

BUSINESS/ACTION

1. Consideration and Approval of the Canvassing of the June 25, 2024, Election in Accordance with Utah Code Section 20A-4-301. Lyman Duncan, County Clerk/Auditor

Lyman presented the 2024 Primary Election Certified Results & Canvas to the commission to review and approve. A question was asked about the voter identification software and how it worked.

Commission Chair Harvey asked for a Motion to accept the Canvas Results:

Motion by Commissioner Adams, seconded by Commission Vice Chair Stubbs.
Yea: Commission Chair Harvey, Commission Vice Chair Stubbs, and Commissioner Adams.

Commission Chair Harvey asked for a motion to exit the Board of Canvassers meeting:

Motion by Commission Vice Chair Stubbs, seconded by Commissioner Adams
Yea: Commission Chair Harvey, Commission Vice Chair Stubbs, and Commissioner Adams.

ADJOURNMENT

Commission Chair Harvey asked for a motion to adjourn:

Time: 2:29 pm.

Motion made by Commissioner Adams.

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/29/2024 to 07/11/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
4imprint Inc.	129389	4Imprint2754014	06/21/2024	07/03/2024	958.07		255181.480 - Federal Immunization
					\$958.07		
6-Star Installation & Sales	129501	6-Star1796	06/20/2024	07/10/2024	225.00	6-Star1796	104210250 - Equipment Operation
					\$225.00		
Action Air Inc	129502	actionair1862	06/20/2024	07/10/2024	595.00		104166310 - Professional and Tech
					\$595.00		
Adams, Bruce	129390	Bruce Adams Tra	06/28/2024	07/03/2024	526.98		104111230 - Travel Expense
					\$526.98		
Airport IFE Services, Inc	129391	Airport IFE Servi	06/28/2024	07/03/2024	2,400.00		105430310 - Professional and Tech
					\$2,400.00		
Amazon Capital Services	129392	Amazon1D1L-37	03/14/2024	07/03/2024	61.39		255112.480 - WIC Client Services S
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	-139.98	Amazon1QKM-LRRQ-QQXKCredit	214412250 - Equipment Operation
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	35.92	Amazon1CGX-7M96-XX3R	214412250 - Equipment Operation
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	84.84	Amazon17G1-1D46-LFWC	255281.480 - EED - Epidemiology S
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	108.91	Amazon1V6T-QH7W-GDTG	255040.480 - Preventative Block Gr
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	160.43	Amazon1QKM-LRRQ-QQXK	214412250 - Equipment Operation
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	179.96	Amazon1KHT-HYV9-C3D3	214412250 - Equipment Operation
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	184.99	Amazon1763-6NWT-4D99	214414240 - Office Expense
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	221.40	Amazon1PPD-31LL-73P7	214412250 - Equipment Operation
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	278.50	Amazon1PNY-QNTX-1G4X	214412250 - Equipment Operation
Amazon Capital Services	129392	AmazonJune24s	06/28/2024	07/03/2024	302.72	amazon14P6-71 LF-7XRV	214414240 - Office Expense
					\$1,479.08		
Amazon Capital Services	129503	07-03-24 See Lin	06/20/2024	07/10/2024	34.99	amazon1D1W-644F-9JRM	214412250 - Equipment Operation
Amazon Capital Services	129503	07-03-24 See Lin	06/20/2024	07/10/2024	52.41	AmazonHFL-DWYH-V1QG	214414240 - Office Expense
Amazon Capital Services	129503	07-03-24 See Lin	06/20/2024	07/10/2024	59.96	Amazon179T-WH6C-KVTH	214412250 - Equipment Operation
Amazon Capital Services	129503	07-03-24 See Lin	06/20/2024	07/10/2024	391.21	Amazon1W3C-16XC-RGT1	214414250 - Equipment Operation
Amazon Capital Services	129503	Amazon11PY-NV	06/30/2024	07/10/2024	734.28		255012.610 - Local General Health
					\$1,272.85		
					\$2,751.93		
Asphalt Systems Inc.	129504	asphaltsystems3	06/26/2024	07/10/2024	83,965.26	asphaltsystems37004	214414240 - Office Expense
					\$83,965.26		
Barbieri, Dustin	129393	DustinBarberi06-	06/21/2024	07/03/2024	2,310.00		103511000 - Justice Court Fines
					\$2,310.00		
Benally, Rebecca M	129505	RebeccaB07-05-	07/09/2024	07/10/2024	310.00	RebeccaB07-05-24	255061.230 - Tobacco Prevention Tr
					\$310.00		
Bethea, Derek	129506	DBethea06-17-2	06/17/2024	07/10/2024	612.00	DBethea06-17-24	104230230 - Travel Expense
					\$612.00		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/29/2024 to 07/11/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blanding City	129394	Blanding501683	06/25/2024	07/03/2024	572.08		104672270 - Utilities
Blanding City	129507	blanding 07-023-	06/26/2024	07/10/2024	79.30	blanding2072805-06-25-24	214414270 - Utilities
Blanding City	129507	blanding 07-023-	06/26/2024	07/10/2024	801.22	blanding7811579-6-25-24	214414270 - Utilities
Blanding City	129507	Blanding 07-10-2	07/10/2024	07/10/2024	156.76	Blanding501820007 07-10-24	104163270 - Utilities
Blanding City	129507	Blanding 07-10-2	07/10/2024	07/10/2024	582.49	Blanding501640001 07-10-24	724168270 - Utilities
Blanding City	129507	Blanding553343	07/08/2024	07/10/2024	396.10		255007.270 - Indirect Admin Utilities
					\$2,015.87		
					\$2,587.95		
Blomquist Hale Consulting Group I	129395	BlomequistHaleJ	06/24/2024	07/03/2024	784.80		104965140 - Other Employee Benefi
Blomquist Hale Consulting Group I	129508	BlomquistJul24-5	07/10/2024	07/10/2024	784.80	BlomquistJul24-5831	104965140 - Other Employee Benefi
					\$1,569.60		
Blue Mountain Foods	129396	Blue Mountsin F	06/30/2024	07/03/2024	10.09	BlueMountain01-344291.pdf	104230480 - Kitchen Food
Blue Mountain Foods	129396	Blue Mountsin F	06/30/2024	07/03/2024	40.55	BlueMountain01-348795.pdf	104215620 - Miscellaneous Service
Blue Mountain Foods	129396	Blue Mountsin F	06/30/2024	07/03/2024	54.47	BlueMountain01-351339.pdf	104230480 - Kitchen Food
Blue Mountain Foods	129396	BlueMountainFo	06/28/2024	07/03/2024	10.38	BlueMountainFoods01-351221	104678323 - Meals - Monticello
Blue Mountain Foods	129396	BlueMountainFo	06/28/2024	07/03/2024	17.35	BlueMountainFoods01-347765	104677323 - Meals - Monticello
Blue Mountain Foods	129396	BlueMountainFo	06/28/2024	07/03/2024	35.96	BlueMountainFoods02-243746	104678328 - Meals - La Sal
Blue Mountain Foods	129396	BlueMountainFo	06/28/2024	07/03/2024	39.87	BlueMountain01-344181	104677323 - Meals - Monticello
Blue Mountain Foods	129396	BlueMountainFo	06/28/2024	07/03/2024	82.19	BlueMountainFoods03-308695&02-252550	104677328 - Meals - La Sal
					\$290.86		
Blue Mountain Foods	129509	BlueMountainFo	06/30/2024	07/10/2024	2.49	02-2630004	104678328 - Meals - La Sal
Blue Mountain Foods	129509	BlueMountainFo	06/30/2024	07/10/2024	47.57	01-351705	104677328 - Meals - La Sal
Blue Mountain Foods	129509	BMF02-266342	07/10/2024	07/10/2024	215.52	BMF02-266342	264350610 - Miscellaneous Supplie
Blue Mountain Foods	129509	BMF02-273060	07/09/2024	07/10/2024	9.50	BMF02-273060	104230480 - Kitchen Food
					\$275.08		
					\$565.94		
Bob Barker Company Inc.	129584	BobBarkerINV20	06/26/2024	07/11/2024	910.35	BobBarkerINV2031697	104230350 - State Prisoner Expens
Bob Barker Company Inc.	129584	BobBarkerINV20	06/26/2024	07/11/2024	1,170.64	BobBarkerINV2032287	104230350 - State Prisoner Expens
					\$2,080.99		
					\$2,080.99		
Bound Tree Medical LCC	129397	BoundTree85383	06/14/2024	07/03/2024	1,767.20		264350250 - Equipment Operation
					\$1,767.20		
Brantley Distributing LLC.	129398	Brantley2423278	06/25/2024	07/03/2024	603.85		214412250 - Equipment Operation
					\$603.85		
Bushore III, Bruce	129399	BruceBushore06	06/20/2024	07/03/2024	1,100.00		104574615 - Contracts
					\$1,100.00		
CAHC - Comfort at Home Care LL	129400	ComfortatHome	06/30/2024	07/03/2024	539.52		104684615 - Contracts
CAHC - Comfort at Home Care LL	129400	ComfortatHome	06/30/2024	07/03/2024	740.00		104672615 - Contracts

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/29/2024 to 07/11/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
CAHC - Comfort at Home Care LL	129400	ComfortatHome	06/30/2024	07/03/2024	3,716.00		104679615 - Contracts
					\$4,995.52		
					\$4,995.52		
Caterpillar Financial Services Corp	129511	CATFinancial06-	07/10/2024	07/10/2024	23,534.08		574424820 - Interest Expense
Caterpillar Financial Services Corp	129511	CATFinancial06-	07/10/2024	07/10/2024	73,032.17		572589000 - Lease Liability
					\$96,566.25		
					\$96,566.25		
Chatelain, Crystal	129401	CrystalChatelain	07/02/2024	07/03/2024	247.20		104672615 - Contracts
Chatelain, Crystal	129401	CrystalChatelain	03/25/2024	07/03/2024	247.20		104672615 - Contracts
					\$494.40		
					\$494.40		
Child Support Services	129402	PR062324-1117	06/27/2024	07/03/2024	480.08	Child Support	102229000 - Other Deductions Paya
					\$480.08		
Cintas Corporation	129403	Cintas41960181	06/17/2024	07/03/2024	44.00		214414260 - Buildings and Grounds
Cintas Corporation	129403	Cintas41960181	06/17/2024	07/03/2024	70.40		102229000 - Other Deductions Paya
Cintas Corporation	129403	Cintas41966728	06/25/2024	07/03/2024	44.00		214414260 - Buildings and Grounds
Cintas Corporation	129403	Cintas41966728	06/25/2024	07/03/2024	70.40		102229000 - Other Deductions Paya
					\$228.80		
Cintas Corporation	129512	Cintas41973928	07/03/2024	07/10/2024	44.00	Cintas4197392800	214414260 - Buildings and Grounds
Cintas Corporation	129512	Cintas41973928	07/03/2024	07/10/2024	70.40	Cintas4197392800	102229000 - Other Deductions Paya
					\$114.40		
					\$343.20		
Clark, Sharmayne	129404	SharmayneC06-	06/30/2024	07/03/2024	560.00		104679615 - Contracts
					\$560.00		
Collins, Catherine	129405	CatherineC06-30	06/30/2024	07/03/2024	560.00		104679615 - Contracts
					\$560.00		
Cressler, Clancy	129406	ClancyCressler0	06/17/2024	07/03/2024	100.00		214414480 - Special Department Su
					\$100.00		
Data Center	129407	TheDataCenter6	06/10/2024	07/03/2024	2,407.10		104114220 - Public Notices
					\$2,407.10		
Delorme, Maidee	129408	MaideDeLorme0	06/30/2024	07/03/2024	31.14		724581920 - Grant Expenses
					\$31.14		
Dept of Health and Human Service	129513	24FN000069	06/27/2024	07/10/2024	183.00		255013.980 - Vital Statistics Intergov
					\$183.00		
Dolores County Road Dept.	129514	doloroscountyroa	06/27/2024	07/10/2024	10,675.00	doloroscountyroad1-2024	214415615 - Contracts
					\$10,675.00		

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Dominion Energy	129409	Dominion361392	03/25/2024	07/03/2024	101.86		214414270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	7.16	Dominion2922180000 07-09-24	104161270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	7.62	Dominion7624767442 07-09-24	104225270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	27.54	Dominion0922180000 07-09-24	104620270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	30.08	Dominion3153860000 07-09-24	104165270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	34.56	Dominion7643860000 07-09-24	724167270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	55.29	Dominion8743860000 07-09-24	264350270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	120.76	Dominion6843860000 07-09-24	104161270 - Utilities
Dominion Energy	129515	Dominion 07-09-	07/09/2024	07/10/2024	1,473.56	Dominion6353860000 07-09-24	104166270 - Utilities
Dominion Energy	129515	Dominion See Li	06/30/2024	07/10/2024	37.19	Dominion4922180000-07-08-24	104225270 - Utilities
Dominion Energy	129515	Dominion See Li	06/30/2024	07/10/2024	37.20	Dominion6063860000-07-08-24	104255270 - Utilities
					\$1,830.96		
					\$1,932.82		
Drug Safe Utah Educational INC	129410	DSUE062824-co	06/30/2024	07/03/2024	16,450.00		255740.230 - State LHD Eviron Trav
					\$16,450.00		
Duncan, Lyman	129411	2024 Primary Ele	07/01/2024	07/03/2024	2,084.72	Election Expenses	104173310 - Professional and Tech
					\$2,084.72		
Dunn, Kurt	129516	KurtD07-09-24	07/09/2024	07/10/2024	270.00	KurtD07-09-24	104210230 - Travel Expense
					\$270.00		
Earthgrains Baking Company	129412	Earthgrains8527	06/30/2024	07/03/2024	71.60		104230480 - Kitchen Food
Earthgrains Baking Company	129412	Earthgrains8527	06/30/2024	07/03/2024	71.60		104230480 - Kitchen Food
					\$143.20		
Earthgrains Baking Company	129517	Earthgrains8527	07/09/2024	07/10/2024	71.60	Earthgrains85272290004205	104230480 - Kitchen Food
					\$214.80		
Emery Telcom	129413	Emery Telcom A	06/21/2024	07/03/2024	382.65		264350270 - Utilities
Emery Telcom	129413	EmeryTel2278SZ	07/01/2024	07/03/2024	2,042.13		104574615 - Contracts
					\$2,424.78		
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	44.44	EmeryT3324200 7-10-24	104210280 - Telephone
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	79.95	EmeryT3324200 7-10-24	104255270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	79.95	EmeryT3324200 7-10-24	574424270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	84.95	EmeryT3324200 7-10-24	104225270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	104.95	EmeryT3324200 7-10-24	104163270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	209.90	EmeryT3324200 7-10-24	104672270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	222.83	EmeryT3431000 7-10-24	264350270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	269.90	EmeryT3324200 7-10-24	214414270 - Utilities
Emery Telcom	129518	Emery 07-10-24	07/10/2024	07/10/2024	529.85	EmeryT3324200 7-10-24	104151280 - Telephone
Emery Telcom	129518	EmeryT987300-	07/09/2024	07/10/2024	107.77	EmeryT987300-07-09-24	104230270 - Utilities
					\$1,734.49		
					\$4,159.27		

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Empire Electric Assoc. Inc.	129519	2535-06172024	06/27/2024	07/10/2024	652.32		214414270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	24.39	Empire9579027 07-09-24	104225270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	126.53	Empire9579027 07-09-24	264350270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	184.61	Empire9579029 07-09-24	104165270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	208.46	Empire9579019 07-09-24	104620270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	338.58	Empire9579010 07-09-24	104225270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	372.24	Empire9579020 07-09-24	104620270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	591.24	Empire9579003 07-09-24	724167270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	1,276.74	Empire9579028 07-09-24	104574270 - Utilities
Empire Electric Assoc. Inc.	129519	Empire 07-09-24	07/09/2024	07/10/2024	1,304.11	Empire9579004 07-09-24	104161270 - Utilities
					<u>\$5,079.22</u>		
					\$5,079.22		
Fastenal Company	129415	fastenalCOBAY0	06/26/2024	07/03/2024	264.03		214412250 - Equipment Operation
Fastenal Company	129415	FastenalCOBAY	06/25/2024	07/03/2024	90.43		214412250 - Equipment Operation
					<u>\$354.46</u>		
					\$354.46		
Fitzgerald Law Office LLC	129416	FitzgeraldLmanu	06/25/2024	07/03/2024	1,662.50		104126615 - Contracts
Fitzgerald Law Office LLC	129416	FitzgeraldRBillsi	06/25/2024	07/03/2024	2,406.25		104126615 - Contracts
					<u>\$4,068.75</u>		
					\$4,068.75		
FleetPride Inc	129520	fleetpride117550	07/03/2024	07/10/2024	14.57	fleetpride117550051	214412250 - Equipment Operation
FleetPride Inc	129520	fleetpride117550	07/03/2024	07/10/2024	22,227.35	fleetpride118011583	214412250 - Equipment Operation
					<u>\$22,241.92</u>		
					\$22,241.92		
Forsythe Fire LLC	129417	Forsythe2219	06/26/2024	07/03/2024	102.50		104161310 - Professional and Tech
Forsythe Fire LLC	129417	Forsythe2225	06/26/2024	07/03/2024	242.40		214414310 - Professional and Tech
Forsythe Fire LLC	129417	Forsythe2230	06/26/2024	07/03/2024	77.86		724168310 - Professional and Tech
Forsythe Fire LLC	129417	Forsythe2237	06/26/2024	07/03/2024	368.40		574424310 - Professional and Tech
					<u>\$791.16</u>		
					\$791.16		
Four Corners Welding & Gas	129521	Four Courners 0	07/05/2024	07/10/2024	37.00	fourcornersweldingGR00188426	574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	129521	Four Courners 0	07/05/2024	07/10/2024	105.00	fourcornersweldingGR00188427	214412250 - Equipment Operation
Four Corners Welding & Gas	129521	Four Courners 0	07/05/2024	07/10/2024	635.84	fourcornersweldingCC391991	214412250 - Equipment Operation
					<u>\$777.84</u>		
					\$777.84		
Four States Tire & Service	129418	FourStatesTire38	06/24/2024	07/03/2024	125.00		214412250 - Equipment Operation
Four States Tire & Service	129418	FourStatesTire38	06/25/2024	07/03/2024	2,616.09		214412250 - Equipment Operation
Four States Tire & Service	129418	FourStatesTire41	06/24/2024	07/03/2024	3,023.84		214412250 - Equipment Operation
					<u>\$5,764.93</u>		
Four States Tire & Service	129522	Four states tire 0	07/05/2024	07/10/2024	-2.20	fourstatestire387179	214412250 - Equipment Operation

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Four States Tire & Service	129522	Four states tire 0	07/05/2024	07/10/2024	-2.20	fourstatestire387279creditin387270	214412250 - Equipment Operation
Four States Tire & Service	129522	Four states tire 0	07/05/2024	07/10/2024	1,048.04	fourstatestire387270	214412250 - Equipment Operation
Four States Tire & Service	129522	Four states tire 0	07/05/2024	07/10/2024	1,102.00	fourstatestire387272	214412250 - Equipment Operation
					\$2,145.64		
					\$7,910.57		
Fredericks, Anna	129419	AnnaF06-23-24	06/23/2024	07/03/2024	100.89	Amazon1763-6NWT-4D99	104625240 - Office Expense
Fredericks, Anna	129419	AnnaFredricks06	06/19/2024	07/03/2024	417.45	Amazon1763-6NWT-4D99	104625240 - Office Expense
					\$518.34		
					\$518.34		
Freestone, Alan	129420	Alan Freestone 0	06/28/2024	07/03/2024	1,097.89		104210230 - Travel Expense
Freestone, Alan	129523	Alan Freestone 7	07/09/2024	07/10/2024	219.46		104210230 - Travel Expense
					\$1,317.35		
					\$1,317.35		
Frontier	129421	Frontier07-05-24	06/10/2024	07/03/2024	1.86		104225280 - Telephone
Frontier	129421	Frontier07-09-24	06/15/2024	07/03/2024	197.62		104225280 - Telephone
					\$199.48		
					\$199.48		
Giddings, Brayden	129524	BraydenG07-09-	07/09/2024	07/10/2024	43.07	BraydenG07-09-24	104668620 - Miscellaneous Service
					\$43.07		
					\$43.07		
Google Inc	129422	Google49882078	05/31/2024	07/03/2024	1,800.00		104151210 - Subscriptions and Me
					\$1,800.00		
					\$1,800.00		
Grainger	129423	Granger9161343	06/25/2024	07/03/2024	33.42		214412250 - Equipment Operation
					\$33.42		
					\$33.42		
Grand County	129525	GrandCo2735	06/18/2024	07/10/2024	40,000.00	GrandCo2735	104192920 - Grants
					\$40,000.00		
					\$40,000.00		
Grande River Environmental, LLC	129424	GrandeRE02451	07/02/2024	07/03/2024	1,546.00		104166260 - Buildings and Grounds
					\$1,546.00		
					\$1,546.00		
Halls, Craig C.	129425	CraigHalls07-02-	07/02/2024	07/03/2024	2,926.59	CraigHalls9938	104126615 - Contracts
Halls, Craig C.	129425	CraigHalls07-02-	07/02/2024	07/03/2024	3,096.00	CraigHalls9879	104126615 - Contracts
Halls, Craig C.	129425	CraigHalls07-02-	07/02/2024	07/03/2024	8,363.50	CraigHalls9925	104126615 - Contracts
					\$14,386.09		
					\$14,386.09		
Hatcher Veterinary Services	129526	Hatcher6584	06/22/2024	07/10/2024	710.00	Hatcher6584	104850620 - Miscellaneous Service
					\$710.00		
					\$710.00		
Hazleton, Lyon W. II	129426	Hazleton6-24-24	06/24/2024	07/03/2024	444.45		103511000 - Justice Court Fines
					\$444.45		
					\$444.45		

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HealthEquity Inc.	EFT	PR062324-4210	06/27/2024	07/09/2024	6,780.86	Health Saving Account Contributions	102228000 - HSA
HealthEquity Inc.	EFT	PR062424-4210	06/27/2024	07/09/2024	782.18	Health Saving Account Contributions	102228000 - HSA
					\$7,563.04		
Hernandez, Tekowa	129427	TekowaH062124	06/21/2024	07/03/2024	120.00		255062.310 - Tobacco Compliance
					\$120.00		
Holland Equipment Company	129428	Holland31394	06/25/2024	07/03/2024	2,035.28		214412250 - Equipment Operation
					\$2,035.28		
IFA Country Stores	129527	IFA1021167117	06/22/2024	07/11/2024	123.94	IFA1021167117	104161260 - Buildings and Grounds
IFA Country Stores	129527	IFA1021167117	06/22/2024	07/11/2024	123.94	IFA1021167117	724167260 - Buildings and Grounds
IFA Country Stores	129527	IFA1021167117	06/22/2024	07/11/2024	123.94	IFA1021167117	724168260 - Buildings and Grounds
IFA Country Stores	129527	IFA1021167117	06/22/2024	07/11/2024	185.91	IFA1021167117	104166260 - Buildings and Grounds
					\$557.73		
					\$557.73		
ImageNet Consulting LLC	129429	ImageNetINV950	06/25/2024	07/03/2024	67.25		104134240 - Office Expense
ImageNet Consulting LLC	129429	ImageNetINV955	06/26/2024	07/03/2024	39.06		214414240 - Office Expense
ImageNet Consulting LLC	129429	ImagenetINV957	06/26/2024	07/03/2024	233.36		104144240 - Office Expense
					\$339.67		
ImageNet Consulting LLC	129528	ImageNet966879	06/22/2024	07/10/2024	97.35	ImageNet966879	104150310 - Professional and Tech
ImageNet Consulting LLC	129528	ImagenetINV965	07/08/2024	07/10/2024	48.49	ImagenetINV965043	104144240 - Office Expense
ImageNet Consulting LLC	129528	ImagenetINV966	07/09/2024	07/10/2024	877.72	ImagenetINV966020	104230310 - Professional and Tech
					\$1,023.56		
					\$1,363.23		
Inmate Calling Solutions	129430	IC Solutions 06-3	06/30/2024	07/03/2024	6,143.20		104230350 - State Prisoner Expens
					\$6,143.20		
IRS - EFTPS	EFT	IRS06-28-24	07/09/2024	07/09/2024	2,675.63	Payment Overage from Payroll, Returnable by	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR052624-575	06/27/2024	07/09/2024	26.40	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR052624-575	06/27/2024	07/09/2024	52.76	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR052624-575	06/27/2024	07/09/2024	112.86	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR062324-575	06/27/2024	07/09/2024	9,270.82	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR062324-575	06/27/2024	07/09/2024	22,085.94	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR062324-575	06/27/2024	07/09/2024	39,641.00	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR062324-575	07/01/2024	07/09/2024	3.60	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR062324-575	07/01/2024	07/09/2024	36.52	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR062324-575	07/01/2024	07/09/2024	156.12	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR062424-575	06/27/2024	07/09/2024	1,249.22	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR062424-575	06/27/2024	07/09/2024	3,068.73	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR062424-575	06/27/2024	07/09/2024	5,341.42	Social Security Tax	102221000 - FICA Payable
					\$83,721.02		
					\$83,721.02		

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Jack, Swayzi Jo	129529	SwayziJo 6.22.2	06/22/2024	07/10/2024	712.50	SwayziJo 6.22.24	104850620 - Miscellaneous Service
					\$712.50		
Jackson Group Peterbilt	129431	JacksonPeterbilt	06/25/2024	07/03/2024	266.47		104150620 - Miscellaneous Service
Jackson Group Peterbilt	129530	Jacson Group S	07/05/2024	07/10/2024	77.94	jacksongroup246916GJ	214412250 - Equipment Operation
Jackson Group Peterbilt	129530	Jacson Group S	07/05/2024	07/10/2024	145.63	Jacksongroup246804G	214412250 - Equipment Operation
					\$223.57		
					\$490.04		
JB Restoration & Fabrication	129432	JBRestoration41	06/25/2024	07/03/2024	140.00		214412250 - Equipment Operation
JB Restoration & Fabrication	129432	JBRestoration41	06/26/2024	07/03/2024	350.00		214412250 - Equipment Operation
					\$490.00		
JB Restoration & Fabrication	129531	jbrestoration414	07/05/2024	07/10/2024	350.00	jacksongroup246916GJ	214412250 - Equipment Operation
					\$840.00		
JCI Billing Services	129433	JCI379	06/14/2024	07/03/2024	2,000.00		264350310 - Professional and Tech
					\$2,000.00		
Jones & Demille Engineering	129434	JonesDemille013	06/24/2024	07/03/2024	2,746.20	Pack Creek fire HMGP	454255615 - Contracts
Jones & Demille Engineering	129532	JonesDemille013	06/10/2024	07/10/2024	4,825.70	JonesDemille0134338	255620.615 - DEQ Water Quality Co
					\$7,571.90		
JUB Engineers, Inc	129435	J.U.B Engineers.	06/14/2024	07/03/2024	15,000.00		104150620 - Miscellaneous Service
					\$15,000.00		
K&H Integrated Print Solutions	129436	2024 07 01 Gen	06/28/2024	07/03/2024	5,504.72		104173310 - Professional and Tech
					\$5,504.72		
Kaibeto Market	129533	Kaibeto1136	06/28/2024	07/10/2024	253.81	Kaibeto1136	104676915 - Contributions to Other
					\$253.81		
Kilgore Companies LLC	129534	Kilgore2600631-	07/10/2024	07/10/2024	266,556.46	Kilgore2600631-2	454161730 - Improvements Other T
					\$266,556.46		
Kimmerle, Nancy	129437	Nancy Kimmerle	06/25/2024	07/03/2024	48.20		104575620 - Miscellaneous Service
					\$48.20		
Knight, Sheila	129438	ShielaKnight202	06/30/2024	07/03/2024	1,188.00		104682615 - Contracts
					\$1,188.00		
Kunz PC	129439	KunzPC07-02-24	07/01/2024	07/03/2024	9,090.00		104156310 - Professional and Tech
					\$9,090.00		
Largo Tank & Equipment Inc	129440	Largo64423	06/25/2024	07/03/2024	215.00	Pack Creek fire HMGP	214412250 - Equipment Operation
					\$215.00		

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Laws, James	129441	JamesL0620202	06/20/2024	07/03/2024	45.00		264350330 - Employee Education
					\$45.00		
Life-Assist Inc.	129442	Life-Assist14457	06/14/2024	07/03/2024	1,115.92	Pack Creek fire HMGP	264350610 - Miscellaneous Supplie
					\$1,115.92		
Long, Roxy	129443	Roxy Long06-30-	06/30/2024	07/03/2024	2,025.00		104230312 - Medical Expenses
					\$2,025.00		
Main Street Drug and Boutique	129444	Main Street Drug	06/30/2024	07/03/2024	16.95	MainStreetDrug30604.pdf	104230312 - Medical Expenses
Main Street Drug and Boutique	129444	Main Street Drug	06/30/2024	07/03/2024	31.56	MainStreetDrug30780.pdf	104230312 - Medical Expenses
Main Street Drug and Boutique	129444	Main Street Drug	06/30/2024	07/03/2024	82.60	MainStreetDrug30481.pdf	104230312 - Medical Expenses
Main Street Drug and Boutique	129444	Main Street Drug	06/30/2024	07/03/2024	225.00	Main Street Drug 31010.pdf	104210250 - Equipment Operation
					\$356.11		
					\$356.11		
McNeely, Jerry	129445	JM07012024	07/01/2024	07/03/2024	1,500.00		104112310 - Professional and Techn
					\$1,500.00		
MetLife Group Benefits	129446	Metlife06-30-24.	06/30/2024	07/03/2024	-2,994.79	Credit on past payment	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR060924-5230	06/14/2024	07/03/2024	554.07	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR060924-5230	06/14/2024	07/03/2024	849.42	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR060924-5230	06/14/2024	07/03/2024	2,899.05	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR061024-5230	06/14/2024	07/03/2024	31.46	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR061024-5230	06/14/2024	07/03/2024	31.50	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR061024-5230	06/14/2024	07/03/2024	579.81	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR062324-5230	06/27/2024	07/03/2024	554.07	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR062324-5230	06/27/2024	07/03/2024	849.42	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR062324-5230	06/27/2024	07/03/2024	2,947.53	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR062424-5230	06/27/2024	07/03/2024	31.46	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR062424-5230	06/27/2024	07/03/2024	31.50	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	129446	PR062424-5230	06/27/2024	07/03/2024	579.81	Dental Family	102230000 - Metlife Dental
					\$6,944.31		
					\$6,944.31		
Moab Real Estate Company	129535	Refund: 1029	07/05/2024	07/10/2024	32.00	Refund: 1029 - Moab Real Estate Company	101311000 - Accounts Receivable
					\$32.00		
Monson, Sara	129536	SaraMonson6.22	06/22/2024	07/10/2024	225.20	SaraMonson6.22.24	104850620 - Miscellaneous Service
					\$225.20		
Monticello City	129447	Monticello06-30-	06/30/2024	07/03/2024	100.00		104672270 - Utilities
Monticello City	129447	Monticello06062	06/06/2024	07/03/2024	80.00		104220615 - Contracts
					\$180.00		
					\$180.00		
Monticello High School	129537	MonticelloHigh 0	07/10/2024	07/10/2024	500.00	MonticelloHigh 07-10-24	104194620 - Miscellaneous Service
					\$500.00		

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Monticello Mercantile	129448	Mercantile 7-2-2	07/02/2024	07/03/2024	118.65	MercC322658	104620240 - Office Expense
Monticello Mercantile	129448	Mercantile 7-2-2	07/02/2024	07/03/2024	273.31	MercC322919	104620240 - Office Expense
					\$391.96		
Monticello Mercantile	129538	C317927	06/13/2024	07/10/2024	2.49	SJC Clerk	104173610 - Miscellaneous Supplie
Monticello Mercantile	129538	C319896	06/13/2024	07/10/2024	7.96	SJC Maintenance	104620260 - Buildings and Grounds
Monticello Mercantile	129538	c319933	06/13/2024	07/10/2024	44.48	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	129538	C320011	06/13/2024	07/10/2024	17.27	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	129538	C320028	06/13/2024	07/10/2024	39.93	SJC Maintenance	104620260 - Buildings and Grounds
Monticello Mercantile	129538	C320289	06/13/2024	07/10/2024	15.57	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	129538	Merc See Lines	07/05/2024	07/10/2024	4.79	MercC323713	214412250 - Equipment Operation
Monticello Mercantile	129538	Merc See Lines	07/05/2024	07/10/2024	10.07	mercC323372	214412250 - Equipment Operation
Monticello Mercantile	129538	Merc See Lines	07/05/2024	07/10/2024	14.75	mercC323793	214412250 - Equipment Operation
Monticello Mercantile	129538	MercC323890	07/10/2024	07/10/2024	25.16	MercC323890	104166260 - Buildings and Grounds
					\$182.47		
					\$574.43		
Morris, Rose	129449	RoseMorris06-30	06/30/2024	07/03/2024	560.00		104675615 - Contracts
					\$560.00		
Motion Picture Licensing Corp	129450	MPLC50444219	06/30/2024	07/03/2024	1,152.36		104676610 - Miscellaneous Supplie
					\$1,152.36		
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	-135.00	Napa866306	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	9.99	Napa866067	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	10.06	Napa865971	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	12.14	Napa865315	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	38.70	Napa866028	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	53.94	Napa Inv #867205 06-27-24	574424251 - Gas, Oil and Grease
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	63.46	Napa866040	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	88.22	Napa866019	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	122.36	Napa866034	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	187.79	Napa866303	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	350.11	Napa570551	214412250 - Equipment Operation
Motor Parts Company	129451	Napa 07-02-202	07/02/2024	07/03/2024	528.40	Napa866294	214412250 - Equipment Operation
					\$1,330.17		
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	-72.00	motorparts5706123	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	-72.00	motorparts867023	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	8.97	motorparts866898	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	9.70	motorparts866497	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	10.78	motorparts5709193	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	12.00	motorparts866358	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	16.12	motorparts5705035	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	22.92	motorparts5708372	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	27.03	motorparts5711572	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	37.48	motorparts5710458	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	57.98	motorparts5704161	214412250 - Equipment Operation

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Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	64.39	motorparts5704973	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	87.66	motorparts867194	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	112.70	motorparts5703260	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	164.08	motorparts5711386	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	190.67	motorparts5705393	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	195.29	motorparts867018	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	209.73	motorparts866985	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	345.42	motorparts5705883	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	345.42	motorparts5706114	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	345.42	motorparts866654	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	345.42	motorparts867010	214412250 - Equipment Operation
Motor Parts Company	129539	Napa See Lines	07/05/2024	07/10/2024	366.00	motorparts5705240	214412250 - Equipment Operation
					\$2,831.18		
					\$4,161.35		
Moulton, Mike	129452	MikeM062724	06/20/2024	07/03/2024	39.00		255340.230 - Epi-Prion Travel expe
Moulton, Mike	129541	MikeM07-05-24	06/30/2024	07/10/2024	39.00	MikeM07-05-24	255340.230 - Epi-Prion Travel expe
					\$78.00		
Mountainland Supply Co	129542	Mountainlandsup	06/20/2024	07/10/2024	77.11	Mountainlandsupply6-17-24	104161260 - Buildings and Grounds
					\$77.11		
Musselman, Kedric	129453	KedricM06-25-24	06/25/2024	07/03/2024	69.82	Pack Creek fire HMGP	214414480 - Special Department Su
					\$69.82		
National Benefit Services LLC	129454	National Benefit	06/28/2024	07/03/2024	70.40	Admin Feed	104965140 - Other Employee Benefi
National Benefit Services LLC	129454	NBS04302023	04/30/2024	07/03/2024	76.25	FSA Plan Admin Fees	104965134 - Health Insurance
National Benefit Services LLC	129454	NBS04302024	04/30/2024	07/03/2024	70.40	FSA Plan Admin Fees	104965134 - Health Insurance
National Benefit Services LLC	129454	nbs1004739	04/30/2024	07/03/2024	70.40	Admin Feed	104965140 - Other Employee Benefi
National Benefit Services LLC	129454	nbs1008432	05/31/2024	07/03/2024	70.40	Admin Fees	104965134 - Health Insurance
					\$357.85		
National Benefit Services LLC	129540	NBSCP384457	06/30/2024	07/10/2024	-897.23	NBSCP384457	102227000 - NBS - Health Care Rei
National Benefit Services LLC	129540	PR060924-2409	06/14/2024	07/10/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	129540	PR061024-2409	06/14/2024	07/10/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	129540	PR062324-2409	06/27/2024	07/10/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	129540	PR062424-2409	06/27/2024	07/10/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
					\$2,706.37		
					\$3,064.22		
Navajo Tribal UtilityAuthority	129455	Navajo Tribal Util	06/13/2024	07/03/2024	200.44		104574270 - Utilities
Navajo Tribal UtilityAuthority	129455	NTU3000106116	06/20/2024	07/03/2024	194.73		104225270 - Utilities
					\$395.17		
Navajo Tribal UtilityAuthority	129543	NTU 07-05-24 S	06/20/2024	07/10/2024	4.55	NTU34001532463	104850270 - Utilities
Navajo Tribal UtilityAuthority	129543	NTU 07-05-24 S	06/20/2024	07/10/2024	4.99	NTU34001532462	104850270 - Utilities
Navajo Tribal UtilityAuthority	129543	NTU 07-05-24 S	06/20/2024	07/10/2024	84.88	NTU34001532460	104574270 - Utilities
					\$94.42		
					\$489.59		

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Nay, Karah	129544	KarahN 6-22-24	06/22/2024	07/10/2024	6,362.00	KarahN 6-22-24	104850620 - Miscellaneous Service
					\$6,362.00		
New Technology Solutions	129456	NewTechSolutio	05/31/2024	07/03/2024	40.00		255007.260 - Indirect Admin Buildin
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	16.25	newtech7062	104163310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	16.25	newtech7062	104165310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	23.75	newtech7064	724169310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	35.62	newtech7064	724167310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	35.63	newtech7064	724168310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	40.00	Newtech7061	264350310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	48.75	newtech7062	104161310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	48.75	newtech7062	104166310 - Professional and Tech
New Technology Solutions	129545	New Tech 07-05-	06/20/2024	07/10/2024	100.00	Newtech7060	104672310 - Professional and Tech
					\$365.00		
					\$405.00		
Nicholas & Company	129457	Nicholas880745	06/24/2024	07/03/2024	1,105.33		104678325 - Meals - Blanding
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	104.74	Nicholas8815658.pdf	104677325 - Meals - Blanding
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	104.74	Nicholas8815658.pdf	104678325 - Meals - Blanding
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	307.62	Nicholas8803508.pdf	104230480 - Kitchen Food
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	491.10	Nicholas8811742.pdf	104230480 - Kitchen Food
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	498.14	Nicholas8815656.pdf	104678323 - Meals - Monticello
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	498.15	Nicholas8815656.pdf	104677323 - Meals - Monticello
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	627.33	Nicholas8815661.pdf	104677328 - Meals - La Sal
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	627.33	Nicholas8815661.pdf	104678328 - Meals - La Sal
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	655.59	Nicholas8811746.pdf	104678325 - Meals - Blanding
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	655.60	Nicholas8811746.pdf	104677325 - Meals - Blanding
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	1,686.60	Nicholas8807452.pdf	104230480 - Kitchen Food
Nicholas & Company	129457	Nicolas 070224	06/30/2024	07/03/2024	2,196.28	nicholas8815651.pdf	104230480 - Kitchen Food
Nicholas & Company	129457	Nicolas8807457	06/24/2024	07/03/2024	1,010.12		104678323 - Meals - Monticello
					\$10,568.67		
Nicholas & Company	129546	Nicholas879925	06/20/2024	07/10/2024	2,531.39	Nicholas8799255	104230480 - Kitchen Food
Nicholas & Company	129546	Nicholas882001	07/09/2024	07/10/2024	453.83	Nicholas8820013	104230480 - Kitchen Food
					\$2,985.22		
					\$13,553.89		
Nieman, Robert	129458	RobertNeiman06	06/24/2024	07/03/2024	372.76		104860230 - Travel Expense
					\$372.76		
ODP Business Solutions LLC	129459	ODP 07-02-24 S	06/20/2024	07/03/2024	3.96	ODP370921751001	104122240 - Office Expense
ODP Business Solutions LLC	129459	ODP 07-02-24 S	06/20/2024	07/03/2024	12.92	ODP370299229001	104145240 - Office Expense
ODP Business Solutions LLC	129459	ODP 07-02-24 S	06/20/2024	07/03/2024	15.19	ODP370921745001	104122240 - Office Expense
ODP Business Solutions LLC	129459	ODP 07-02-24 S	06/20/2024	07/03/2024	25.92	ODP371621806001	104192240 - Office Expense
ODP Business Solutions LLC	129459	ODP 07-02-24 S	06/20/2024	07/03/2024	54.87	ODP371621806001	104193240 - Office Expense
					\$112.86		
					\$112.86		

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Olsen, Avery	129460	AveryO06-28-24	06/19/2024	07/03/2024	108.79		104215620 - Miscellaneous Service
					\$108.79		
OTIS	129547	Otis05-29-24	06/20/2024	07/10/2024	1,875.00	Otis05-29-24	104166310 - Professional and Tech
OTIS	129547	OtisF100002006	06/30/2024	07/10/2024	95.00	OtisF10000200686	104166310 - Professional and Tech
					\$1,970.00		
					\$1,970.00		
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	96.81	Packard3011286	104230480 - Kitchen Food
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	143.60	Packard3010844	104230480 - Kitchen Food
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	147.50	Packard3011319	104230350 - State Prisoner Expens
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	166.68	Packard3011321	104230350 - State Prisoner Expens
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	209.96	Packard3011325	104230350 - State Prisoner Expens
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	246.45	Packard3011290	104677325 - Meals - Blanding
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	246.49	Packard3011290	104678325 - Meals - Blanding
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	349.48	Packard3011313	104230350 - State Prisoner Expens
Packard Wholesale Co.	129461	Packard 07-03-2	06/30/2024	07/03/2024	447.29	Packard3010830	104230350 - State Prisoner Expens
					\$2,054.26		
Packard Wholesale Co.	129548	Packard3011306	06/30/2024	07/10/2024	290.59	Packard3011306	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	129548	Packard3011813	07/09/2024	07/10/2024	655.82	Packard3011813	104230350 - State Prisoner Expens
					\$946.41		
					\$3,000.67		
Palmer, Preston	129549	PalmerPres6-17-	06/20/2024	07/10/2024	17.00	PalmerPres6-17-24	104230230 - Travel Expense
					\$17.00		
PEHP	129387	PEHP06-30-24	06/30/2024	07/03/2024	-140,650.60	Health Insurance Credit on Past Payment	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	3.76	Vision Only Employee	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	6.04	Vision Only Employee +1	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	762.16	HSA Employee Only Tier 1	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	1,574.18	HSA Employee +1 Tier 1	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	2,034.00	Dual Two Party Health Insurance	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	3,050.98	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	3,638.00	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	3,935.45	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	4,842.31	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	6,478.53	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	11,004.35	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	14,764.32	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	15,994.68	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	129387	PR060924-2584	06/14/2024	07/03/2024	18,101.43	HSA Family Tier 2	102226000 - Health Insurance
PEHP	129387	PR061024-2584	06/14/2024	07/03/2024	381.09	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	129387	PR061024-2584	06/14/2024	07/03/2024	440.21	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	129387	PR061024-2584	06/14/2024	07/03/2024	787.09	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	129387	PR061024-2584	06/14/2024	07/03/2024	1,064.79	HSA Family Tier 2	102226000 - Health Insurance
PEHP	129387	PR061024-2584	06/14/2024	07/03/2024	1,352.57	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	129387	PR061024-2584	06/14/2024	07/03/2024	7,198.85	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance

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PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	3.76	Vision Only Employee	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	6.04	Vision Only Employee +1	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	762.16	HSA Employee Only Tier 1	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	1,574.18	HSA Employee +1 Tier 1	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	2,034.00	Dual Two Party Health Insurance	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	3,050.98	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	3,638.00	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	3,935.40	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	4,842.31	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	6,478.53	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	11,004.35	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	14,764.32	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	15,994.68	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	129387	PR062324-2584	06/27/2024	07/03/2024	18,101.43	HSA Family Tier 2	102226000 - Health Insurance
PEHP	129387	PR062424-2584	06/27/2024	07/03/2024	381.09	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	129387	PR062424-2584	06/27/2024	07/03/2024	440.21	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	129387	PR062424-2584	06/27/2024	07/03/2024	787.08	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	129387	PR062424-2584	06/27/2024	07/03/2024	1,064.79	HSA Family Tier 2	102226000 - Health Insurance
PEHP	129387	PR062424-2584	06/27/2024	07/03/2024	1,352.57	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	129387	PR062424-2584	06/27/2024	07/03/2024	7,198.85	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
					<u>\$54,178.92</u>		
					\$54,178.92		
Peters Scofield	129550	Scofield 07-10-2	06/22/2024	07/10/2024	2,935.72	Scofield 07-10-24	104142310 - Professional and Tech
					<u>\$2,935.72</u>		
					\$2,935.72		
Pick A Stitch	129462	PickaStitch3409	06/25/2024	07/03/2024	51.24		104134480 - Special Department Su
Pick A Stitch	129551	Pickastich3395	06/22/2024	07/10/2024	2,377.86	Pickastich3395	104850620 - Miscellaneous Service
					<u>\$2,429.10</u>		
					\$2,429.10		
Pilot Institute LLC	129552	PilotInstituteINV	06/20/2024	07/10/2024	49.00	PilotInstituteINVE-5917	104215620 - Miscellaneous Service
					<u>\$49.00</u>		
					\$49.00		
Points Consulting	129553	PointsConsultIN	07/10/2024	07/10/2024	15,151.00	PointsConsultINV0-0410	104192920 - Grants
					<u>\$15,151.00</u>		
					\$15,151.00		
PRCA	129554	PRCA001613	06/22/2024	07/10/2024	2,700.00	PRCA001613	104860620 - Miscellaneous Service
					<u>\$2,700.00</u>		
					\$2,700.00		
Professional Collections Inc.	129463	Professional Coll	05/31/2024	07/03/2024	1,411.10		264350310 - Professional and Tech
					<u>\$1,411.10</u>		
					\$1,411.10		
Pugh, Delton	129464	DeltonPugh06-3	06/30/2024	07/03/2024	41.00		104671230 - Travel Expense
					<u>\$41.00</u>		
					\$41.00		
Quality Auto Repair & Towing	129465	Quality Auto 538	04/12/2024	07/03/2024	480.18		104210250 - Equipment Operation

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Quality Auto Repair & Towing	129555	QualityAuto5939	07/09/2024	07/10/2024	1,381.18	QualityAuto5939	104210250 - Equipment Operation
					\$1,861.36		
Quill Corporation	129466	Quill39008289	06/06/2024	07/03/2024	8.46		104679240 - Office Expense
					\$8.46		
Redd Mechanical	129467	Reddmechanical	06/13/2024	07/03/2024	6,670.00		255007.260 - Indirect Admin Buildin
Redd Mechanical	129556	ReddMechanical	07/10/2024	07/10/2024	665.00	ReddMechanical4463	255007.260 - Indirect Admin Buildin
					\$7,335.00		
Redd's Ace Hardware	129468	Redd's Ace 07-0	07/02/2024	07/03/2024	79.99	Redds898169	214412250 - Equipment Operation
Redd's Ace Hardware	129468	Redd's Ace 07-0	07/02/2024	07/03/2024	119.00	Redds Inv #899225 06-27-24	574424250 - Equipment Operation
Redd's Ace Hardware	129468	Redd's Ace 07-0	07/02/2024	07/03/2024	159.98	Redds897742	255296.240 - Health Disparities Offi
					\$358.97		
Redd's Ace Hardware	129557	Redd's 07-10-24	07/10/2024	07/10/2024	19.18	Redds899667	264350240 - Office Expense
Redd's Ace Hardware	129557	Redd's 07-10-24	07/10/2024	07/10/2024	23.58	Redds898843	264350240 - Office Expense
Redd's Ace Hardware	129557	Redd's 07-10-24	07/10/2024	07/10/2024	35.98	Redds899271	104166260 - Buildings and Grounds
Redd's Ace Hardware	129557	ReddsAce89855	06/20/2024	07/10/2024	18.17	ReddsAce898558	104163260 - Buildings and Grounds
					\$96.91		
					\$455.88		
Redshaw, Jeremy	129558	JeremyR 06-22-	06/22/2024	07/10/2024	1,800.00	JeremyR 06-22-24	104150310 - Professional and Tech
					\$1,800.00		
RelaDyne West LLC	129559	RelaDyn1110057	07/10/2024	07/10/2024	66.48	RelaDyn1110057	264350241 - Postage
					\$66.48		
Relic	129560	Relic209959	07/10/2024	07/10/2024	27,125.00	Relic209959	104193490 - Advertising and Promot
					\$27,125.00		
River Canyon Wireless	129561	RiverCanyonWir	07/10/2024	07/10/2024	39.99	RiverCanyonWireless139402	104620270 - Utilities
					\$39.99		
Rocky Mountain Personal Care	129469	RockyMountainC	06/30/2024	07/03/2024	478.00		104672615 - Contracts
					\$478.00		
Rocky Mountain Power	129562	Rcky MTN See L	07/05/2024	07/10/2024	21.43	rockymtnpower66726953-06-11-24	214414270 - Utilities
Rocky Mountain Power	129562	Rcky MTN See L	07/05/2024	07/10/2024	59.45	rockymtnpower348767580-06-10-24	104225270 - Utilities
Rocky Mountain Power	129562	RockyMPower59	07/09/2024	07/10/2024	174.30	RockyMPower5971696-07-08-24	104672270 - Utilities
					\$255.18		
					\$255.18		
San Juan Clinic	129563	SanJuanClinic57	07/09/2024	07/10/2024	78.70	SanJuanClinic577471	104230312 - Medical Expenses
					\$78.70		
San Juan Health Services	129470	San Juan Health	06/26/2024	07/03/2024	57.00		264350610 - Miscellaneous Supplie

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San Juan Health Services	129470	SanJuanHealth3	07/02/2024	07/03/2024	37.00		264350610 - Miscellaneous Supplie
San Juan Health Services	129470	SanJuanHealth6	06/17/2024	07/03/2024	200.00		264350610 - Miscellaneous Supplie
					<u>\$294.00</u>		
					\$294.00		
San Juan Hospital	129471	SanJuanHospital	06/14/2024	07/03/2024	141.63		104230312 - Medical Expenses
San Juan Hospital	129471	SanJuanHospital	06/19/2024	07/03/2024	8,026.85		104230312 - Medical Expenses
San Juan Hospital	129471	SanJuanHospital	06/23/2024	07/03/2024	1,146.25	Also 9340302 and 9340802	104230312 - Medical Expenses
					<u>\$9,314.73</u>		
San Juan Hospital	129564	SanJuanHospital	05/29/2024	07/10/2024	105.90	SanJuanHospital568654	255400.310 - Cancer Screening Pro
San Juan Hospital	129564	SJH 07-09-24 Se	07/09/2024	07/10/2024	240.00	SanJuanHospital566188	255400.310 - Cancer Screening Pro
San Juan Hospital	129564	SJH 07-09-24 Se	07/09/2024	07/10/2024	372.14	SanJuanHospital567063	255400.310 - Cancer Screening Pro
					<u>\$718.04</u>		
					\$10,032.77		
San Juan Pharmacy Blanding	129472	SanJuanPharma	06/11/2024	07/03/2024	49.56		104230312 - Medical Expenses
					<u>\$49.56</u>		
San Juan Public Health	129565	SHPH06-21-24	06/30/2024	07/10/2024	31.41	SHPH06-21-24	255062.610 - Tobacco Compliance
					<u>\$31.41</u>		
Sandefur, Scott	129473	ScottS06-25-28	06/30/2024	07/03/2024	1,187.77		104210230 - Travel Expense
Sandefur, Scott	129473	ScottS06-28-24	06/25/2024	07/03/2024	128.72		104210230 - Travel Expense
					<u>\$1,316.49</u>		
					\$1,316.49		
Scott, Peggy F	129474	2024 Primary Ele	06/26/2024	07/03/2024	1,738.65	Election Expenses	104173310 - Professional and Tech
					<u>\$1,738.65</u>		
Semi Service Inc.	129475	SemiServiceOrd	05/22/2024	07/03/2024	1,293.49		104161740 - Equipment Purchases
					<u>\$1,293.49</u>		
Shumway Backhoe Service	129566	ShumwayBackh	06/22/2024	07/10/2024	540.00	ShumwayBackhoe6.22.24	104850620 - Miscellaneous Service
					<u>\$540.00</u>		
Shumway, Dennis	129476	DennisS07012	06/30/2024	07/03/2024	193.00		255740.230 - State LHD Eviron Trav
Shumway, Dennis	129567	DennisS61724	06/17/2024	07/10/2024	7.00	DennisS61724	255620.310 - DEQ Water Quality Pr
Shumway, Dennis	129567	DennisS61724	06/17/2024	07/10/2024	60.00	DennisS61824	255740.230 - State LHD Eviron Trav
					<u>\$67.00</u>		
					\$260.00		
Shupe, Marty	129477	MartyS07-01-24.	06/30/2024	07/03/2024	150.00		103620000 - Rents and Concession
					<u>\$150.00</u>		
Silas, Marilyn	129478	MarilynSilas06-3	06/30/2024	07/03/2024	560.00		104679615 - Contracts
					<u>\$560.00</u>		

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SJC Blanding Library or Nicole Per	129479	BlandingLibraryP	06/30/2024	07/03/2024	20.00		724581480 - Collection Developmen
SJC Blanding Library or Nicole Per	129479	BlandingLibraryP	06/30/2024	07/03/2024	47.69		724581920 - Grant Expenses
SJC Blanding Library or Nicole Per	129479	Librarypettycash	06/30/2024	07/03/2024	16.38		724581920 - Grant Expenses
					<u>\$84.07</u>		
					\$84.07		
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	32.20	SJR164652	104114220 - Public Notices
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	65.10	SJR164608	104114220 - Public Notices
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	1,500.00	SJPH0624	255181.220 - Federal Immunization
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	2,016.00	SJRSJCAG0624	104220615 - Contracts
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	2,016.00	SJRSJCAG0624	104684220 - Public Notices
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	2,016.00	SJRSJCAG0624	104686220 - Public Notices
SJR Media	129480	SJR Media 07-0	06/30/2024	07/03/2024	2,300.00	SJPH0624	255282.220 - EED - Vulnerable Outr
SJR Media	129480	SJRMedia16468	06/27/2024	07/03/2024	79.66		104145310 - Professional and Tech
					<u>\$10,024.96</u>		
					\$10,024.96		
SJSD Heritage Language Resourc	129568	SJSDHeritage 6-	06/22/2024	07/10/2024	82.73	SJSDHeritage 6-22-24	104850620 - Miscellaneous Service
					<u>\$82.73</u>		
					\$82.73		
Skaggs Companies Inc.	129481	Skaggs450A230	05/31/2024	07/03/2024	522.85		104145310 - Professional and Tech
					<u>\$522.85</u>		
					\$522.85		
Skinner, Ron	129569	RonS06-21-24	06/30/2024	07/10/2024	29.48	RonS06-21-24	255007.230 - Indirect Admin Travel
					<u>\$29.48</u>		
					\$29.48		
Southwest Colorado TV	129482	SouthwestCoTV	06/27/2024	07/03/2024	2,612.99		104574615 - Contracts
					<u>\$2,612.99</u>		
					\$2,612.99		
State of Utah	129483	StateUtah24FN0	06/10/2024	07/03/2024	100.00		255013.980 - Vital Statistics Intergov
					<u>\$100.00</u>		
					\$100.00		
Suitter Axland PLLC	129484	SuitterAxland362	06/01/2024	07/03/2024	2,965.00		104156310 - Professional and Tech
					<u>\$2,965.00</u>		
					\$2,965.00		
Summit Food Service, LLC	129485	Summit 07-02-24	06/30/2024	07/03/2024	24.29	SummitINV2000211540	104230350 - State Prisoner Expens
Summit Food Service, LLC	129485	Summit 07-02-24	06/30/2024	07/03/2024	213.01	SummitINV2000210982	104230350 - State Prisoner Expens
Summit Food Service, LLC	129485	Summit 07-02-24	06/30/2024	07/03/2024	943.40	SummitINV2000210981	104230350 - State Prisoner Expens
					<u>\$1,180.70</u>		
					\$1,180.70		
Summit Food Service, LLC	129570	Summit 07-09-24	07/09/2024	07/10/2024	208.05	SummitINV20000212099	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	129570	Summit 07-09-24	07/09/2024	07/10/2024	744.96	SummitINV20000212099	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	129570	Summit See Line	06/20/2024	07/10/2024	17.42	SummitINV2000210690	104225270 - Utilities
Summit Food Service, LLC	129570	Summit See Line	06/20/2024	07/10/2024	1,191.57	SummitINV2000210689	104225270 - Utilities
					<u>\$2,162.00</u>		
					\$2,162.00		
					\$3,342.70		

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Sunada, Grant	129486	Grant Sunada Tr	06/28/2024	07/03/2024	39.00		255310.230 - PHEP Preparedness T
Sunada, Grant	129486	Gsunada6.17.24	06/17/2024	07/03/2024	78.00		255540.230 - DEQ Solid Waste Trav
Sunada, Grant	129486	Gsunada6.17.24	06/17/2024	07/03/2024	595.90		255310.230 - PHEP Preparedness T
					<u>\$712.90</u>		
					\$712.90		
Swensen, Nataiah	129487	NataiahS06-20-2	06/20/2024	07/03/2024	45.00		264350110 - Salaries and Wages
					<u>\$45.00</u>		
					\$45.00		
Sysco Intermountain Food Svc.	129488	Sysco 07-02-24	06/30/2024	07/03/2024	373.98	Sysco585806892	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	129488	Sysco 07-02-24	06/30/2024	07/03/2024	450.31	Sysco585797569	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	129488	Sysco 07-02-24	06/30/2024	07/03/2024	570.69	Sysco585791198	104230480 - Kitchen Food
					<u>\$1,394.98</u>		
					\$1,394.98		
Sysco Intermountain Food Svc.	129571	Sysco58578415	06/20/2024	07/10/2024	282.21	Sysco585784158	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	129571	Sysco58583775	07/09/2024	07/10/2024	463.54	Sysco585837751	104230480 - Kitchen Food
					<u>\$745.75</u>		
					\$745.75		
					\$2,140.73		
Taylor Made Wooden Heritage	129489	Taylor Made Inv	06/19/2024	07/03/2024	638.10		574424610 - Miscellaneous Supplie
					<u>\$638.10</u>		
					\$638.10		
TecServ, Inc	129572	TecServ16333	07/10/2024	07/10/2024	199.20	TecServ16333	104151210 - Subscriptions and Me
					<u>\$199.20</u>		
					\$199.20		
Three-B Repair	129490	Three-BRepairS	05/24/2024	07/03/2024	900.00		104574615 - Contracts
					<u>\$900.00</u>		
					\$900.00		
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	40.00	TM12662	724167310 - Professional and Tech
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	40.00	TMPremie12661	724167610 - Miscellaneous Supplie
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	40.00	TMPremier12658	724167610 - Miscellaneous Supplie
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	120.00	TMPremier14089	104163310 - Professional and Tech
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	160.00	TM14085	724168310 - Professional and Tech
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	160.00	TM14087	724167310 - Professional and Tech
TM Premier Services	129573	TM 07-05-24 Se	06/20/2024	07/10/2024	240.00	TM14005	104161310 - Professional and Tech
					<u>\$800.00</u>		
					\$800.00		
TurboTechnologies, Inc.	129574	Turbotech32968	07/10/2024	07/10/2024	26,480.00	Turbotech32968	571641000 - Light Equipment
					<u>\$26,480.00</u>		
					\$26,480.00		
U.S. Bank Corporate Payment	129491	CCElaine Gizler	07/02/2024	07/03/2024	6.93	Elaine Gizler	104192210 - Subscriptions and Me
U.S. Bank Corporate Payment	129491	CCElaine Gizler	07/02/2024	07/03/2024	6.94	Elaine Gizler	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	129491	CCElaine Gizler	07/02/2024	07/03/2024	123.61	Elaine Gizler	104192310 - Professional and Tech
U.S. Bank Corporate Payment	129491	CCElaine Gizler	07/02/2024	07/03/2024	153.40	Elaine Gizler	104192230 - Travel Expense
U.S. Bank Corporate Payment	129491	CCElaine Gizler	07/02/2024	07/03/2024	322.77	Elaine Gizler	104192920 - Grants
U.S. Bank Corporate Payment	129491	CCElaine Gizler	07/02/2024	07/03/2024	615.49	Elaine Gizler	104193920 - Grants

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/29/2024 to 07/11/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
U.S. Bank Corporate Payment	129491	NicoleP2024062	06/24/2024	07/03/2024	80.76	Nicole perkins	724581620 - Special Programs
U.S. Bank Corporate Payment	129491	NicoleP2024062	06/24/2024	07/03/2024	514.26	Nichole Perkins	724581480 - Collection Developmen
U.S. Bank Corporate Payment	129491	NicoleP2024062	06/24/2024	07/03/2024	799.54	Nichole Perkins	724581920 - Grant Expenses
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	8.99	Bruce Bushore CCBBushore06-10-24	104151280 - Telephone
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	21.34	Bruce Bushore CCBBushore06-10-24	104151240 - Office Expense
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	40.41	Brad Bunker CCBbunker06-10-24	104147250 - Equipment Operation
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	59.75	Brad Bunker CCBbunker06-10-24	104147240 - Office Expense
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	84.92	Crystal Brake CCCbrake20240625161050	104134240 - Office Expense
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	120.00	Bruce Bushore CCBBushore06-10-24	105430280 - Telephone
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	153.11	Kristen Bushnell CCKBushnel06-10-24	104114230 - Travel Expense
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	274.51	Crystal Brake CCCbrake20240625161050	104134480 - Special Department Su
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	329.95	Jackie Palmer CCJackiePalmer06-10-24	214412250 - Equipment Operation
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	350.30	Jackie Palmer CCJackiePalmer06-10-24	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	1,715.00	Jackie Palmer CCJackiePalmer06-10-24	214414330 - Employee Education
U.S. Bank Corporate Payment	129491	USBank06-24Se	06/28/2024	07/03/2024	1,750.93	Jay Begay CCJayBegay06-10-24	104211610 - Miscellaneous Supplies
					\$7,532.91		
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	17.25	U.S. Bank Mack McDonald	104192230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	27.00	U.S. Bank Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	27.87	U.S. Bank Mack McDonald	104146240 - Office Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	92.68	U.S. Bank Mack McDonald	104114230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	127.74	U.S. Bank Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	227.98	U.S. Bank Mack McDonald	104192230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	600.00	U.S. Bank Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	895.57	U.S. Bank Mack McDonald	104151280 - Telephone
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	1,800.00	U.S. Bank Mack McDonald	104151210 - Subscriptions and Me
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	2,581.03	U.S. Bank Mack McDonald	104151740 - Equipment Purchases
U.S. Bank Corporate Payment	129575	US Bank Mac M	06/20/2024	07/10/2024	2,581.03	U.S. Bank Mack McDonald	255007.260 - Indirect Admin Buildin
U.S. Bank Corporate Payment	129575	US Bank Rosa V	06/20/2024	07/10/2024	36.27	U.S. Bank 6.10.24 Rosa Vargas	104111230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Rosa V	06/20/2024	07/10/2024	36.27	U.S. Bank 6.10.24 Rosa Vargas	104113230 - Travel Expense
U.S. Bank Corporate Payment	129575	US Bank Rosa V	06/20/2024	07/10/2024	58.48	U.S. Bank 6.10.24 Rosa Vargas	104113240 - Office Expense
U.S. Bank Corporate Payment	129575	US Bank Rosa V	06/20/2024	07/10/2024	94.65	U.S. Bank 6.10.24 Rosa Vargas	104111610 - Miscellaneous Supplies
U.S. Bank Corporate Payment	129575	US Bank Rosa V	06/20/2024	07/10/2024	228.00	U.S. Bank 6.10.24 Rosa Vargas	104113210 - Subscriptions and Mem
					\$9,431.82		
					\$16,964.73		
United States Postal Service	129492	2024 US Postal	07/01/2024	07/03/2024	5,000.00	Postage Advance	104173240 - Office Expense
					\$5,000.00		
Utah Gastroenterology, LLC	129576	UtahGastro07-02	06/30/2024	07/10/2024	486.56	UtahGastro07-02-24	255400.310 - Cancer Screening Pro
					\$486.56		
Utah Pathology Services, Inc.	129577	UtahPathology 0	07/10/2024	07/10/2024	10.29	UtahPathology110961702	255400.310 - Cancer Screening Pro
Utah Pathology Services, Inc.	129577	UtahPathology 0	07/10/2024	07/10/2024	120.90	UtahPathology110836446	255400.310 - Cancer Screening Pro
Utah Pathology Services, Inc.	129577	UtahPathology 0	07/10/2024	07/10/2024	125.58	UtahPathology110382101	255400.310 - Cancer Screening Pro
					\$256.77		
					\$256.77		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Retirement Systems	EFT	6-23-24URS	07/03/2024	07/09/2024	-90.31	overpayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	50.00	Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	211.00	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	221.44	State Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	452.80	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	1,016.00	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	1,143.70	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	5,108.98	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062324-3952	06/27/2024	07/09/2024	54,309.92	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062424-3952	06/27/2024	07/09/2024	12.50	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062424-3952	06/27/2024	07/09/2024	63.44	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062424-3952	06/27/2024	07/09/2024	965.52	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR062424-3952	06/27/2024	07/09/2024	12,576.77	State Retirement	102224000 - Retirement Payable
					<u>\$76,041.76</u>		
					\$76,041.76		
Utah State Treasurer	129493	2024 June Justic	06/28/2024	07/03/2024	10.00	Offset to Marriage Licenses	103222000 - Marriage Licenses
Utah State Treasurer	129493	2024 June Justic	06/28/2024	07/03/2024	25,891.14	Offset to Marriage Licenses	103511000 - Justice Court Fines
					<u>\$25,901.14</u>		
					\$25,901.14		
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	0.04	Verizon9966530863	264350280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	24.38	Verizon9966461763	105430280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	53.34	Verizon9965568331	255008.280 - Indirect Nursing Telep
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	53.34	Verizon9965568331	255281.280 - EED - Epidemiology T
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	53.34	Verizon9965568331	255310.280 - PHEP Preparedness T
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	53.34	Verizon9966461763	104256280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	53.34	Verizon9966530876	214414280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	106.70	Verizon9966582102	104684280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	108.38	Verizon9966530864	104113280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	133.36	Verizon9966530865	104151280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	141.86	Verizon9966541145	104225280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	157.83	Verizon9964111683	255281.230 - EED - Epidemiology T
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	158.89	VERIZON9966571983	104610280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	192.22	Verizon9966582087	104111280 - Telephone
Verizon Wireless	129494	Verizon 07-02-24	07/02/2024	07/03/2024	533.33	Verizon9966582102	104675280 - Telephone
Verizon Wireless	129494	Verizon9966571	07/03/2024	07/03/2024	29.00		104230280 - Telephone
Verizon Wireless	129494	Verizon9966571	07/03/2024	07/03/2024	1,051.55		104230280 - Telephone
					<u>\$2,904.24</u>		
Verizon Wireless	129578	Verizon9966571	06/30/2024	07/10/2024	80.02	Verizon9966571962	104211610 - Miscellaneous Supplies
Verizon Wireless	129578	Verizon9966571	06/30/2024	07/10/2024	25.47	Verizon9966571964	104146280 - Telephone
					<u>\$105.49</u>		
					\$3,009.73		
Washington National Insurance	129499	PR060924-3382	06/14/2024	07/03/2024	1,650.49	Washington National	102229000 - Other Deductions Paya
Washington National Insurance	129499	PR061024-3382	06/14/2024	07/03/2024	64.57	Washington National	102229000 - Other Deductions Paya
Washington National Insurance	129499	PR062324-3382	06/27/2024	07/03/2024	1,650.49	Washington National	102229000 - Other Deductions Paya

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Washington National Insurance	129499	PR062424-3382	06/27/2024	07/03/2024	64.57	Washington National	102229000 - Other Deductions Paya
Washington National Insurance	129499	washmutualP243	06/30/2024	07/03/2024	3.45		102229000 - Other Deductions Paya
					\$3,433.57		
					\$3,433.57		
Waste Management of Colorado	129579	WM 07-09-24 Se	07/09/2024	07/10/2024	160.48	WasteM0435518-4889-8	104672280 - Telephone
Waste Management of Colorado	129579	WM 07-09-24 Se	07/09/2024	07/10/2024	215.03	WasteM0435609-4889-5	255007.270 - Indirect Admin Utilities
Waste Management of Colorado	129579	wm0435520-488	07/05/2024	07/10/2024	94.98	wm0435520-4889-4	214414270 - Utilities
					\$470.49		
					\$470.49		
Watts Steam Store Utah Inc	129580	watts7218988	07/05/2024	07/10/2024	163.06	watts7218988	214412250 - Equipment Operation
					\$163.06		
Weber County Assessor	129495	WeberCoAssess	07/02/2024	07/03/2024	150.00		104146210 - Subscriptions and Me
					\$150.00		
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	180.64	wheelerPS001719897	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	298.54	wheelerSS000492203	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	302.08	wheelerPC000169461	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	547.14	wheelerPS001703569	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	629.66	wheelerSS000491338	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	841.74	wheelerSS000491337	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	1,082.03	wheelerSS000492204	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	1,205.83	wheelerPS001702678	214412250 - Equipment Operation
Wheeler Machinery Company	129496	Wheeler 07-02-2	07/02/2024	07/03/2024	1,755.98	WheelerPS001216834	214412250 - Equipment Operation
					\$6,843.64		
Wheeler Machinery Company	129581	wheelerPS00172	07/10/2024	07/10/2024	700.25	wheelerPS001723162	214412250 - Equipment Operation
					\$7,543.89		
Woody, Mary Ann	129497	2024 Primary Ele	06/25/2024	07/03/2024	438.10	Election Expenses	104173310 - Professional and Tech
					\$438.10		
Yazzie, Tisheena	129498	TisheenaY06242	06/25/2024	07/03/2024	1,041.34		255281.230 - EED - Epidemiology T
					\$1,041.34		
Young, Lois	129582	LoisY06-21-24	06/21/2024	07/10/2024	34.84	LoisY06-21-24	255007.230 - Indirect Admin Travel
					\$34.84		
Zhonnie, Sylvia	129583	SylviaZ06-21-24	06/30/2024	07/10/2024	109.88	SylviaZ06-21-24	255007.230 - Indirect Admin Travel
					\$109.88		
Zion's Way Home Health & Hospic	129500	ZionsHealthHosp	06/30/2024	07/03/2024	120.00	ZionsHomeHealth06-28-24DonaldJack	104684615 - Contracts
Zion's Way Home Health & Hospic	129500	ZionsHealthHosp	06/30/2024	07/03/2024	160.00	ZionsHealthHospice06-28-24BonnyDalton	104679615 - Contracts
Zion's Way Home Health & Hospic	129500	ZionsHealthHosp	06/30/2024	07/03/2024	160.00	ZionsHomeHealth06-28-24JaneePalme	104679615 - Contracts
Zion's Way Home Health & Hospic	129500	ZionsHealthHosp	06/30/2024	07/03/2024	320.00	ZionsHomeHealth06-28-24JamesFreddy	104679615 - Contracts

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Zion's Way Home Health & Hospic	129500	ZionsHealthHosp	06/30/2024	07/03/2024	505.76	ZionsHomeHealth06-28-24SadieSlias	104679615 - Contracts
Zion's Way Home Health & Hospic	129500	ZionsHealthHosp	06/30/2024	07/03/2024	640.00	ZionsHomeHealth06-28-24LulaLee	104679615 - Contracts
					\$1,905.76		
					\$1,905.76		
					\$1,138,985.30		



BOARD OF HEALTH

June 20, 2024

Re: Ratification of the Appointment of Stephen Hiatt to the San Juan County Board of Health.

San Juan County Commissioners,

The San Juan County Board of Health has received the appointment of Stephen Hiatt, MS, APRN, PMHCNS-BC by Blanding City and reviewed his credentials. They voted unanimously (5-0) to send his appointment to the San Juan County Commission with the recommendation that the Commission ratify his appointment to the San Juan County Board of Health for a three year term.

His curriculum vitae is attached.

Sincerely,

Ron Skinner

Ron Skinner
San Juan County Board of Health, Chair

STEPHEN H. HIATT

EDUCATION

Masters of Science, Psychiatric Nursing, University of Utah
(June 1995-1998)

Bachelors of Science, Nursing, Weber State University
(December 1993-1995)

EMPLOYMENT

Oct 2022-current Psychiatric Clinical Nurse Specialist, APRN, Utah Navajo Health System

Psychiatric Evaluations and psychotropic medication management for children, adolescents, adults and the elderly. Limited individual, family, couple and group psychotherapy. Emphasis on integrative care via consultation to members of the medical and behavioral health teams. Certified in Medication Assisted Treatment and other Substance Use Disorder treatment modalities.

2013-2022 Psychiatric Clinical Nurse Specialist, APRN, San Juan Counseling. Medical Director

Psychiatric Evaluations and psychotropic medication management for children, adolescents, adults and the elderly. Individual, family, couple and group psychotherapy. Psychotherapy and appropriate psychotropic support for individuals suffering from chemical dependence. Designated Examiner for the purpose of Involuntary Commitments. Supervise 5 Registered Nurses who administer medication several times weekly and coordinated needed medical care for the severe and persistently mentally ill. Administration Team Member for directing services provided by San Juan Counseling. Consultation & Clinical Supervision as needed to team of psychotherapists at clinic. Certified in MAT and other Substance Use Disorder treatment modalities.

2013-2018 Psychiatric CNS, APRN Mountain View Hospital, Pavilion Psychiatric Inpatient Unit

Admission of new patients including implementing care for psychiatric or detoxification needs of patients. Psychiatric Evaluations, daily rounds of existing patients to direct care including psychotropic, environmental milieu management, auxiliary services of psychotherapy and other treatment provided. Psychiatric and medical care supervision to adults for mental illness and drug addictions (withdrawal & detoxification). Assist & plan for discharge including referral to outpatient services. On call to scfr

1998-2013 Psychiatric CNS, APRN, San Juan Counseling. Clinical Director

Same as above. However, held the additional responsibility of supervising 6 psychotherapists (LCSW's) and providing direction to the entire clinical team of case managers, day treatment services for the severe & persistently mentally ill and support staff. On call crisis worker, once week per month.

2006-2007 Adjunct Faculty, College of Eastern Utah-San Juan Campus

Instructor of Medical Terminology

2000-2003 Adjunct Faculty, Weber State University

Psychiatric Nursing Instructor of second year nursing students

LICENSES

- Advance Practice Registered Nurse, since 2000, State of Utah
- Certified Designated Examiner, since June 1996, State of Utah
- ANCC Board Certified as Clinical Nurse Specialist in Adult Psychiatric and Mental Health
- Controlled Substance Registration, Certified (Schedules II-IV); Also, had X-Waiver for Buprenorphine since 2016.

REFERENCES FURNISHED UPON REQUEST

Val Jones, MD (Family Physician, Medical Director of UNHS)

Michael Lyman, PhD (Psychologist)

Tammy Squires (Director of San Juan Counseling)



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: Approval of San Juan Health Department Community and Clinical Interventions Amendment 2 contract

RECOMMENDATION: Approval

SUMMARY

This contract aims to enable promote engagement in community and clinical interventions toward the broader aim of preventing and managing chronic conditions, including:

- Diabetes management and prevention among high risk populations
 - Improve acceptability and quality of care for priority populations with diabetes.
 - Enroll high risk people in the National Diabetes Prevention Program (NDPP).
 - Promote the NDPP lifestyle intervention as a covered health benefit for Medicaid
- National Cardiovascular Health Program with a focus on hypertension and high cholesterol
 - Implement team-based care to prevent and reduce cardiovascular disease risk by addressing social support barriers to improve outcomes.
- State Physical Activity and Nutrition program:
 - implement state level policies and activities that promote food service and nutrition guidelines, physical activity, and breastfeeding

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

\$23,528.90 is available in federally reimbursable funds for the period June 30, 2024 to June 29, 2025.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2317743
DHHS Log Number

232702176
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Health Department Community and Clinical Interventions Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (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. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount, replace Attachment "A", in exchange for continued services.

4. **CHANGES TO CONTRACT:**

1. Attachment "A", effective 6/30/2024, is replacing Attachment "A", which was effective September 2023. Changes were made to Article "3" Responsibilities of Subrecipient, Section 3.1 and 3.2 . Article "4" Funding, Section 4.1 was increased.
2. The contract amount is being changed. The original amount was \$33,188.98. The funding amount will be increased by \$23,528.90 in federal funds. New total funding is \$56,717.88.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	The purpose of this project is to decrease type 2 diabetes among adults in Utah and to improve quality of care, early detection and prevention of diabetes.	Award Number:	6 NU58DP007417
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU58DP007417

Assistance Listing:	COOPERATIVE AGREEMENTS FOR STATE-BASED DIABETES CONTROL PROGRAMS AND EVALUATION OF SURVEILLANCE SYSTEMS	Federal Award Date:	1/17/2024
Assistance Listing Number:	93.988	Funding Amount:	\$11558.37

Add

Federal Program Name:	This project aims to prevent and manage cardiovascular diseases in populations at higher risk.	Award Number:	1 NU58DP007427
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU58DP007427
Assistance Listing:	IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE-FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL	Federal Award Date:	6/21/2023
Assistance Listing Number:	93.426	Funding Amount:	\$11970.53

All other conditions and terms in the original contract and previous amendments remain the same.

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 06/30/2024.
- 6. 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 & Human Services General Provisions and Business Associates Agreement currently in effect until 6/30/2028.

7. 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.
-

Intentionally Left Blank

Attachment A: Scope of Work
San Juan Health Department- Community and Clinical Interventions Amendment 2

Article 1
GENERAL PURPOSE

The general purpose of this contract is to promote engagement in community and clinical interventions toward the broader aim of preventing and managing chronic conditions such as diabetes, hypertension and obesity in priority populations.

Article 2
DEFINITIONS

In this contract, the following definitions apply:

"CHW" means Community Health Worker.

"Department" means the Utah Department of Health and Human Services, Healthy Environments Active Living program.

"DSMES" means Diabetes Self-Management Education and Support.

"Healm" means a new diabetes prevention employer learning collaborative platform for the National Diabetes Prevention Program.

"MDPP" means Medicare Diabetes Prevention Program.

"National DPP" means National Diabetes Prevention Program.

"Priority Population" means those identified to be at an increased risk of developing a chronic disease due to demographics.

"Qualtrics" means the Department's reporting system.

"SDOH" means Social Determinants of Health.

"SMBP" means self-measured blood pressure.

"Subrecipient" means San Juan Public Health Department.

Article 3
RESPONSIBILITIES OF SUBRECIPIENT

3.1 For a Strategic Approach to Advancing Health Equity for Priority Populations with or at risk for diabetes the Subrecipient shall:

- (1) strengthen self-care practices by improving access, appropriateness, and feasibility of DSMES services for priority populations.
 - (A) engage referring providers and community/clinical partners (i.e. DSMES providers) in streamlined referral processes to DSMES/other diabetes support programs; and
 - (B) work with DSMES providers to identify needs related to increasing referrals (i.e. marketing materials, communication efforts, etc.).
- (2) improve acceptability and quality of care for priority populations with diabetes.
 - (A) support existing or new clinic partners to implement diabetes care practices through QI projects, improving interpretation services offered, clinic workflow and follow up procedures, implementing team-based care, etc.
- (3) increase enrollment and retention of priority populations in the National DPP lifestyle intervention and the MDPP by improving access, appropriateness, and feasibility of the programs.
 - (A) partner with new organizations (i.e. senior centers) to offer the National DPP LCP and assist organizations in registering to become CDC-recognized National DPPs through the Diabetes Prevention Recognition Program; and
 - (B) identify geographic areas that have gaps in access to culturally appropriate services, by using the information gleaned in 2.1. Additionally, find opportunities to use the Utah Healthy Places Index to expand health equity efforts in diabetes prevention.

3.2 For the National Cardiovascular Health Program the Subrecipient shall:

- (1) track and monitor clinical and social services and support needs measures shown to improve health and wellness, health care quality, and identify patients at the highest risk of cardiovascular disease with a focus on hypertension and high cholesterol.
 - (A) work with local primary care clinic to implement or improve their SDOH screenings.
- (2) implement team-based care to prevent and reduce cardiovascular disease risk with a focus on hypertension and high cholesterol prevention, detection, control and management through the mitigation of social support barriers to improve outcomes.
 - (A) build the capacity of clinical teams to provide and connect patients with social services to help with reducing hypertension and high cholesterol. This shall include conducting formal and informal assessments of the current multidisciplinary team employed by the clinic, and planning how to improve the team based on the assessment results;
- (3) link community resources and clinical services that support bidirectional referrals, self-management, and lifestyle change to address social determinants that put the priority populations at increased risk of cardiovascular disease with a focus on hypertension and high cholesterol.

- (A) refer people in the community and in clinical settings with hypertension to lifestyle change programs, including the healthy heart ambassador program, SNAP-ED and EFNEP;
- (B) conduct an inventory of CHWs in their areas to identify where they are working and the populations they serve;
- (C) work with one clinic and one community partners in local areas to implement and improve SMBP programs.

3.3 For reporting the Subrecipient shall:

- (1) submit detailed reports on progress, results and performance measure data by the following dates:
 - (A) October 15, 2024;
 - (B) January 15, 2025;
 - (C) April 15, 2025; and
 - (D) July 15, 2025.
- (2) comply with the reporting format in Qualtrics to document the progress made on the activities. The Subrecipient shall ensure that necessary information is entered into all required reporting fields.

3.4 For contract responsibilities the Subrecipient shall:

- (1) attend the annual Department Forum;
- (2) attend the Chronic Conditions Disease Management group; and
- (3) jointly review expenditures with the Department to determine if at least 35% of funds have been expended on activities as allocated:
 - (A) if Subrecipient is below 35% expenditures a written plan of action will be provided by Department to ensure utilization of remaining funds for contract and funding purposes; and
 - (B) over a three-year time period if the Subrecipient consistently underspends funds, the Department will work with the Health Promotion and Prevention Executive group and Governance to determine appropriate reallocation of funds.

Article 4
FUNDING

4.1 Total funding is \$56,717.88.

- (1) \$23,528.90 for the period June 30, 2023 to June 29, 2024.
- (2) \$9,660.08 for the period September 30, 2023 to September 29, 2024.
- (3) \$23,528.90 for the period June 30, 2024 to June 29, 2025.

- 4.2 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.

Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
Diabetes	\$11,558.37
Cardiovascular Health	\$11,970.53
Total	\$23,529.90

Article 5
INVOICING

- 5.1 In addition to the General Provisions of the Contract, the Subrecipient shall include one column for each applicable funding source in the Monthly Expenditure Report.
- (1) HEAL Clinical Interventions CVD; and
 - (2) HEAL Clinical Interventions Diabetes.

Article 6
OUTCOMES

- 6.1 The desired outcome of this contract is to increase the number of people with diabetes participating in DSMES or other approved diabetes management programs.
- (1) Performance Measure: Number of people participating in DSMES.
 - (2) Reporting: The Subrecipient shall enter data in Qualtrics.
- 6.2 The desired outcome of this contract is to increase the number of eligible people participating in the National DPP.
- (1) Performance Measure: Number of people participating in the National DPP.
 - (2) Reporting: The Subrecipient shall enter related data in Qualtrics.
- 6.3 The desired outcome of this contract is to increase the number of people whose diagnosed hypertension is considered under control.

- (1) Performance Measure: Percent of people with a hypertension diagnosis who have their hypertension in control.
- (2) Reporting: The Subrecipient shall enter related data in Qualtrics.



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Contract Amendment #2 between San Juan County and TecServ Modifying the Agreement Allowing for the FBI's Criminal Justice Information Systems Adherence and Guidelines.
Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Amendment

SUMMARY

San Juan County through our Sheriff's Office has access and passes criminal information which requires specialized information technology standards and adherence to protect data. In order to become compliant with their standards and to meet the obligations from the FBI, we needed to modify our contract with TecServ so that compliance with these standards can be met by our Information Systems consultant.

HISTORY/PAST ACTION

The Parties previously entered into a Standard Service Provider Contract, dated December 6, 2022, and Amended with Amendment No. 1 on May 21, 2024

FISCAL IMPACT

This amendment does not have a fiscal impact but provides guidance for TecServ to remain compliant with access to the FBI systems.

AMENDMENT NO. 2 TO THE STANDARD SERVICE PROVIDER CONTRACT FOR INFORMATION SYSTEMS SUPPORT BETWEEN SAN JUAN COUNTY UTAH AND TECSERV, INC.

This Amendment No. 2 to the Contract for Information Systems Support with TecServ, Inc (“Amendment No. 2”) is made and entered into by and between San Juan County (“County”) and TecServ, Inc (“Service Provider”), identified in this Amendment individually as a “Party” and collectively as “Parties”.

RECITALS

This Amendment No. 2 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into a Standard Service Provider Contract, dated December 6, 2022, (the “Agreement”) and Amended with Amendment No. 1 on May 21, 2024; and
- B. The Parties, through this Amendment No. 2, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 2, the Parties do hereby agree as follows:

1. SECTION EIGHTEEN: Criminal Justice Information Systems.

- A. Access to and use of Criminal History record information and other sensitive information maintained in Utah and FBI-managed criminal justice information systems by TecServ, Inc are subject to the following restrictions:
 - (1). FBI CJIS Security Policy
 - (2). The Security Addendum appended hereto as EXHIBIT B “SECURITY ADDENDUM”, which incorporated by reference and made a part thereof as if fully appearing herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives on the dates indicated below.

SAN JUAN COUNTY	TECSERV INC.
By: _____ Jamie Harvey, Chair Board of San Juan County Commissioners	By: _____
Date: _____	Printed Name: _____
ATTEST:	Title: _____
_____	Date: _____
Lyman Duncan, San Juan County Clerk/Auditor	
Date: _____	

EXHIBIT B
“SECURITY ADDENDUM”

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

NOTICE OF AWARD

DATE: 7-8-2024

TO: Lyle Northern Electric, Inc.
61 West 300 North
Blanding, UT 84511

San Juan County, having considered the Contract Proposals submitted for improvements to the Cal Black Memorial Airport, AIP Project No. 3-49-0055-021-2024, and it appearing that your Contract Proposal of **Two Hundred Seventy-Three Thousand Four Hundred Eighty and 50/100 Dollars (\$273,480.50)** for Relocate & Replace AWOS and Replace Beacon is fair, equitable and in the best interest of San Juan County and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to San Juan County.

This Award is subject to the concurrence of the Federal Aviation Administration.

San Juan County
Monticello, Utah

By: Mack McDonald
Contract Authorized Representative

Mack McDonald, CAO
Name and Title

July 8, 2024
Date



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: LSTA (Library Services and Technology Act) Borrower's Support Grant,
Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

San Juan County Library System is seeking consideration and approval for a new LSTA (Library Services and Technology Act) Borrower Support Grant which will help fund the cost of postage and other related items incurred through the ILL (Inter-library loan) program for up to \$5487 for the period of July 1, 2024-June 30 2025.

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

This is a reimbursement grant where all eligible expenditures related to the cost of participating in the ILL (Inter-library program) can be reimbursed from the State Library through Federal funding to the Library System upon receiving related invoices and receipts.



STATE OF UTAH

CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Cultural and Community Engagement, Agency Code: 710, State Library Division,** referred to as **STATE**, and San Juan County Library System, referred to as **GRANTEE**.

San Juan County Library System
25 W 300 S
Blanding, Utah 84511-3829

LEGAL STATUS OF GRANTEE
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Government Agency

Contact Person: Nicole Perkins
 Phone Number: (435) 678-2335
 Email: nperkins@sanjuancounty.org
 Vendor ID #06866HK
 Commodity Code # 99999

2. **GENERAL PURPOSE OF CONTRACT:** To fund LSTA Borrower Support Grant and provide support for Utah public libraries with a service population of under 22,000 who wish to expand their interlibrary loan services, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Library Borrower Support Project.
4. **CONTRACT PERIOD:** Effective Date: 07/01/2024 Termination Date: 06/30/2025, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 7/1/2024.
5. **CONTRACT COSTS:** GRANTEE will be paid a maximum of \$ 5487 for eligible interlibrary loan costs authorized by this contract. An "interlibrary loan request" is defined as a request made outside of an established consortium or county system through the OCLC WorldShare platform, in addition to requests for Book Buzz sets made directly to the State Library. This amount is calculated based on the amount of money that was requested/spent last year.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
 Attachment A – Standard Terms & Conditions for Grants
 Attachment B – Scope of Work and Special Provisions
 Attachment C – Federal Assurances and Certifications

Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- Final Report

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

7. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal

agreement binding on the parties and enforceable in accordance with its terms:

Contract between USL and San Juan County Library System

The parties sign and cause this contract to be executed. This contract is not fully executed until both parties have signed this contract.

GRANTEE

STATE

Director, Manager or Authorized Signatory

Director, State Library Division

N/A Grant
Division of Purchasing

Date

Division of Finance

Agency Contact for questions during the contract process.

Rachel Haberman
Agency Contact

801-715-6740
Phone Number

801-715-6767
Fax Number

rhaberman@utah.gov
Email

Contract between USL and San Juan County Library System

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all

liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

Contract between USL and San Juan County Library System**Contract #****ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS**

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 7/1/2024.** Any exceptions must be arranged in writing via email to Faye Fischer, at ffischer@utah.gov.
2. The effective dates of Contract shall be from 07/01/2024 through 06/30/2025, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$5487. This amount is calculated based on the amount of money that was requested/spent last year.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Rachel Haberman, rhaberman@utah.gov, 801-715-6740

GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

SCOPE OF WORK

1. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
8. *All spending must be complete by 06/30/2025, as outlined in Grant Application and final Grant Funding, reimbursement requests must be submitted by 7/5/2025.*

9. Final Report (including final budget information) is due to USL on or before **07/10/2025**.

Contract between USL and San Juan County Library System

10. Funds may be requested for reimbursement by submitting a LSTA Request for Reimbursement of Expenditures form found at <https://cce.my.salesforce-sites.com/usl/> with the associated documentation as needed throughout the Grant period.

SPECIAL PROVISIONS

USL agrees to the following:

1. USL will provide digital marketing materials to the GRANTEE for the purpose of promoting the service to their patrons.
2. USL will reimburse GRANTEE expenses as soon as possible after acceptable documentation is received.
3. USL will provide training to GRANTEE on ILL systems and other technical support.
4. Payments by USL under this Agreement are subject to the appropriation of such funds.

GRANTEE agrees to the following:

1. GRANTEE will review grant administrative guidelines and ensure adherence to said guidelines.
2. GRANTEE will provide priority interlibrary loan service to its patrons at no charge.
3. GRANTEE will mark all returned ILL items as "Library Mail" to take advantage of reduced postage rates.
4. GRANTEE will promote the services to patrons via social media and all other advertising channels at their disposal.
5. GRANTEE will submit requested report at the end of the grant period.
6. GRANTEE will submit requests for reimbursement for allowable expenses only. (See Allowable Expenses below.)
7. GRANTEE will ensure at least 24 loan requests are completed each year to receive these grant funds. Libraries not getting at least 24 loans will not be reimbursed for their ILL expenses.
8. GRANTEE will ensure that The Institute for Museums and Library Services 2021 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and sub-recipient "You and your sub-recipients must acknowledge IMLS in all related publications and activities supported with your award money. ... A kit with suggestions and materials to help you and your sub-recipients publicize grant activities is available at <https://www.imls.gov/grants/grantrecipients/grantee-communications-kit>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
9. GRANTEE will also ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is acknowledged in all related publications and activities supported with LSTA grant funds. A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act." Please use this combined statement in your publications and activities.

OTHER INFORMATION:

The links for the Final Report will be emailed to project directors. Grant Administrative Guidelines can be found at https://drive.google.com/file/d/11izQsXB3Dv_LrjLhuNe26E0YMbh4Kwu_/view.

Allowable Expenses

- Postage to return requested materials.
- Boxes and mailing envelopes to return requested materials.
- Mailing labels for materials requested
- Staff time to process these requests may also be an allowable expense if the requests are requiring time outside of normally scheduled staff hours. Please contact the Grants Coordinator, Rachel Cook (rcook@utah.gov) if you need to use these grant funds to cover staff time.

ATTACHMENT C

FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA and ARPA funding. By signing this contract, GRANTEE agrees to comply with the following.

As a federal agency, the Institute of Museum and Library Services (IMLS) is required to obtain from all applicants certifications, including those regarding Nondiscrimination, Debarment and Suspension, Federal Debt Status, and Drug-Free Workplace. Applicants requesting more than \$100,000 in grant funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" form (Standard Form LLL). All State Library Administrative Agencies (SLAAs) receiving Library Services and Technology Act (LSTA) funding under 20 U.S.C. § 9121 et seq. must comply with applicable statutes and regulations including but not limited to those cited below. To receive federal assistance, all applicants must provide this signed Statement of Assurances and Certifications.

These assurances are given in connection with any and all financial assistance from IMLS after the date this form is signed but may include payments after this date for financial assistance approved prior to this date. These assurances shall obligate the applicant for the period during which the federal financial assistance is extended. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in these assurances and that the United States Government has the right to seek judicial enforcement of these assurances, which are binding on the applicant, its successors, transferees, and assignees, and on the authorized representative whose signature appears on the application form.

Legal Authority and Capability

Pursuant to 20 U.S.C. § 9122(5), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA has the fiscal and legal authority and capability to administer all aspects of the LSTA subchapter of 20 U.S.C. §§ 9121–9141, that it will establish the State's policies, priorities, criteria, and procedures necessary for the implementation of all programs under that subchapter (including the development of a State Plan), and that it will submit copies of these materials for approval as required by regulations promulgated by the Director of IMLS.

Internet Safety

Pursuant to 20 U.S.C. § 9134(b)(7), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under 47 U.S.C. § 254(h)(6), and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

Each SLAA must assure IMLS that no funds made available under the Grants to States Program for a public library or public elementary or secondary school library that does not receive E-rate services will be used to purchase computers used to access the Internet, or to pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements.
State Plan

Pursuant to 20 U.S.C. § 9134(b)(8), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will make reports, in such form and containing such information, as the Director may reasonably require to carry out 20 U.S.C. §§ 9121–9141 and to determine the extent to which funds provided under it have been effective in carrying out the purposes in 20 U.S.C. §9121.

Federal Funding Accountability and Transparency Act

The SLAA agrees that it will comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA or Transparency Act), Pub. L. 109-282, 120 Stat. 1186, amended by Government Funding Transparency Act of 2008, Pub. L. 110-252, § 6202(a), 122 Stat. 2387 (implemented at 2 C.F.R. Part 170). In particular, this means reporting on subawards and executive compensation. (See also 2 C.F.R. § 200.300(b) and www.fsrcs.gov.) With respect to FFATA, the SLAA agrees that it will comply with the award term in Appendix

A. The SLAA further provides assurance that it will comply with all other applicable federal statutes and regulations and OMB circulars in effect for the periods for which it receives grant funding.

Nondiscrimination

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the following nondiscrimination statutes and their implementing regulations: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000a et seq., which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order Number 13166, the applicant must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to the applicant's programs, see Institute of Museum and Library Servs.; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 68 Fed. Reg. 47099 (Aug. 7, 2003))¹; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq., including § 794, which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. Part 1181 in determining compliance with section 504 as it applies to recipients of federal assistance)²; Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex in education programs; The Age Discrimination in Employment Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; and The requirements of any other nondiscrimination statute(s) which may apply to the application.

Debarment and Suspension

The SLAA will comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that neither the SLAA nor any of its principals for the Five-Year Plan: are presently excluded or disqualified; have been convicted of, or been assessed a civil judgment for, any of the offenses listed in 2 C.F.R. § 180.800(a) within the preceding three years; are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default. Where the SLAA is unable to certify to any of these statements, the authorized representative, on behalf of the applicant, shall attach an explanation to the application.

The SLAA, as a primary-tier participant, is required to comply with 2 C.F.R. Part 180, subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The SLAA is also required to communicate the requirement to comply with 2 C.F.R. part 180 (Subpart C) (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, SLAAs who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provisions.

Federal Debt Status

The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any federal debt, including but not limited to unpaid federal tax liability.

Drug-Free Workplace

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the SLAA will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. Part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the SLAA must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3186, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sections 5152–5158 of the Drug-Free Workplace Act of 1988, 41 U.S.C.

§§ 8101–8106. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under federal awards.

Trafficking in Persons

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the applicant will comply with the trafficking in persons requirements that are set out in Appendix B.

Prohibitions Against Lobbying, Publicity, and Propaganda

In accordance with federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature, or local legislature or legislative body.

Certification Regarding Lobbying Activities

(Applies to applicants requesting funds in excess of \$100,000, see 31 U.S.C. § 1352.)

The authorized representative certifies, to the best of his or her knowledge and belief, that: no federally appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; if any funds other than federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and the authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Criminal Disclosures and Reporting of Matters Related to Recipient Integrity and Performance

As a non-federal entity, the SLAA must disclose, in a timely manner, in writing to IMLS, or to the pass-through entity if you are a subrecipient or contractor, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (See also 2 C.F.R. § 200.113 and 2 C.F.R. Part 3185.)

Acknowledgement of IMLS Support

All materials publicizing or resulting from grant activities must contain an acknowledgement of IMLS support, unless IMLS advises otherwise. This includes invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and websites, social media, PowerPoint presentations, and email announcements. (See Grantee Communications Kit, available at www.ims.gov, for specific guidance.) The type of recognition varies according to the type of activity. Please use the following guidelines for acknowledgment: Written materials must include a credit line indicating IMLS as a source of support.

Graphic items such as posters or brochures should include the IMLS logo (see Grantee Communications Kit, available at www.imls.gov) displayed in accordance with the Logo Standards Guide.

Online products, digital publications, and websites should include links to the IMLS website, www.imls.gov. Audio/video broadcasts must include a tagline indicating IMLS as a source of support. Video broadcasts should display the IMLS logo. In materials that contain or present substantive project content, such as an exhibition, article, catalogue, or other publication; video documentary; or online exhibition or website, the acknowledgment must also include the following statement: "The views, findings, conclusions or recommendations expressed in this [publication/program/exhibition/website/article] do not necessarily represent those of the Institute of Museum and Library Services." If you have any questions about whether your product requires this statement, contact the IMLS Office of Communications.

Acknowledgement of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving IMLS-appropriated funding, including but not limited to state and local governments and recipients of federal research grants, shall clearly state: the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of federal funds for the project or program; and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

General Certification

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

Certifications Required for Certain Projects

The following certifications are required if applicable to the project for which an application is being submitted. Applicants should be aware that additional federal certifications, not listed below, might apply to a particular project.

Native American Human Remains and Associated Funerary Objects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. § 3001 et seq.), which applies to any organization that controls or possesses Native American human remains, associated funerary objects and/or cultural items and which receives federal funding, even for a purpose unrelated to the Act.

Historic Properties

The authorized representative, on behalf of the SLAA, certifies that the SLAA will assist the awarding agency in ensuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306101, Executive Order Number 11593, and any related applicable preservation laws.

Environmental Protections

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with environmental standards, including the following: Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.) and Executive Order Number 11514; Notification of violating facilities pursuant to Executive Order Number 11738; Protection of wetlands pursuant to Executive Order Number 11990, as amended by Executive Order Number 12608; Evaluation of flood hazards in floodplains in accordance with Executive Order Number 11988, as amended (see Executive Order No. 12148); Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended, 16U.S.C. § 1451 et seq.); Conformity of federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. § 7401 et seq.); Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f et seq.); and Protection of endangered species under the Endangered Species Act

of 1973, as amended, 16 U.S.C. § 1531 et seq.). The authorized representative, on behalf of the SLAA, certifies that the project will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system. The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the flood insurance purchase requirements of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001 et seq.), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more, or as otherwise designated.

Research on Human Subjects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with 45 C.F.R. Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Research on Animal Subjects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq.), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: Discussion and Approval of San Juan County Workplan Contract FY2025 with the Department of Environmental Quality by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this Department of Environmental Quality (DEQ) funding is to support some of the activities of the San Juan County Environmental Health Director. Goals of this funding include:

- Air Quality: Provide air quality information to the public. As appropriate, alert the Division of Air Quality to compliance issues.
- Drinking Water: Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators at specific sites. Ensure that sanitary surveys are conducted using established forms and following established guidance protocol.
- Waste Management: Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.
- Water Quality: Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of LHD. Identify and manage all pollution sources to insure continued beneficial uses of water and public health protection.
- Get the Mercury Out: Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes.

HISTORY/PAST ACTION

Approval of previous Environmental Service Delivery Plan by San Juan County Commission.

FISCAL IMPACT

The total funding allotment is as follows and becomes effective July 1, 2024.

- Air Quality Compliance: \$3,000
- Drinking Water: \$400 (Sanitary Survey Training)
- Used Oil: \$1,078
- Mercury and Other Water Quality: \$500

This and the DEQ Minimum Performance Standards funding covers a portion of local Environmental Health costs leaving about \$37,276.55 to be covered by state and local Public Health Minimum Performance Standards funding.



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

Ty L. Howard
Deputy Director

Item 11.

June 25, 2024

Grant Sunada, Health Officer
San Juan County Health Department
735 South 200 West Suite 2
Blanding, UT 84511

Dear Mr. Sunada:

I am enclosing the one-year contract and work plan for FY25 Contracted Work. The total funding allocated to San Juan County Health Department is \$4,978.

The contract will commence on July 1, 2024. Payments will be disbursed only after the Department of Environmental Quality (DEQ) has received an invoice outlining the services provided, along with a corresponding financial and activities report. Invoices can be submitted on a monthly, quarterly, or annual basis, at the discretion of San Juan County Health Department.

Please review the attached documents and complete the necessary information in Attachment C. If you agree to the terms, please sign and submit the contract using Adobe E-sign. The documents will be automatically sent to Sarah Ward, and a copy will be sent to you.

For any questions or concerns, please contact Sarah at sarahward@utah.gov or 385.332.9574.

Thank you for our ongoing partnership.

Sincerely,

Kimberly D Shelley
Executive Director

Enclosures (5):

- | | |
|---|--|
| 1. San Juan County Workplan Contract FY2025 | 4. Attachment C San Juan County Subaward Terms and Conditions FY2025 |
| 2. Attachment A Terms Gov Service | 5. Attachment D Contracted Work Financial & Activities Report |
| 3. Attachment B San Juan County Workplan FY2025 | |

CC: via Email w/Enclosures

Dennis Shumway, Environmental Director, San Juan County Utah Health Department
Mack McDonald, Chief Administrative Officer, San Juan County Utah Health Department
Jamie Harvey, San Juan County Commissioner Chair



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: NA, referred to as
the State Entity, and the following Contractor:

Name: San Juan County Public Health Department LEGAL STATUS OF CONTRACTOR
Address: 735 South 200 West Suite #2 _____ Sole Proprietor
City: Blanding State: UT Zip: 84511 _____ Non-Profit Corporation
Contact Person: Grant Sunada _____ For-Profit Corporation
Phone No. 435.587.3838 Email: gsunada@sanjuancounty.org _____ Partnership
Vendor No. 06866HL Commodity Code No. 92535 Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Environmental Services, as
described in the attached documents.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY ,
Bid No. NA, or other method: _____

4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2025 unless terminated early or
extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 4,978 for costs authorized by this contract.
Prompt Payment Discount (if any): _____ Additional information regarding costs:
Payments will be made after DEQ receives an invoice for services provided and reviews the accompanying financial and activities
report.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for _____ Goods or Services
ATTACHMENT B: Annual Workplan Narrative
ATTACHMENT C: Subaward Terms and Conditions

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid No. _____ dated _____
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR

STATE

Contractor's Signature	Date	Agency's Signature	Date
	County Commissioner		
	Chair	Ty Howard	DEQ Deputy Director
Print Name	Title	Print Name	Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance	Date
Sarah Ward	385.332.9574
Agency Contact Person	Telephone Number
	sarahward@utah.gov
	Email

ATTACHMENT A
STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) “Confidential Information” means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) “Contract” means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from the parties entering into this Contract.
 - c) “Contract Signature Page(s)” means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) “Contractor” means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - e) “Services” means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) “Proposal” means Contractor’s response to the State Entity’s Solicitation.
 - g) “Solicitation” means the documents used by the State Entity to obtain Contractor’s Proposal.
 - h) “State Entity” means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) “Subcontractors” means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor’s legal status is that of an independent contractor, and in no manner shall

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

Attachment B
San Juan County Health Department
CONTRACTED WORK
FY2025
July 1, 2024 to June 30, 2025

Reporting

An Annual Report on Contracted Expenditures and Performance/Activities (due August 15, 2025).

Contracted Funding Sources

TOTAL: \$4,978

Contracted funding sources have restrictions and funding may solely be used for the purpose appropriated.

Payments will be made after DEQ receives an invoice for services provided and reviews the accompanying financial and activities report.

State

Air Quality Compliance: \$3,000

Federal

Drinking Water: \$400 for new Scientist to attend sanitary survey training

CFDA#66.605 – Performance Partnership Grant Award #BG 99847521.

Restricted

Used Oil: \$1,078

Mercury and Other Water Quality: \$500

Air Quality			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Provide air quality information to the public. As appropriate, alert the Division of Air Quality to compliance issues.	Provide information to the public directly - through outreach activities, answers to questions, and/or printed information - and indirectly - via the Web and social media outlets.	A brief summary of how objectives were met. To the extent possible, provide the number of people reached.	Issues requiring action should be reported directly to Jay Morris, Assistant Director, at 801-413-6079 or jpmmorris@utah.gov All other information is summarized annually in conjunction with the End of Year Report.
	Refer air quality compliance issues to the Division of Air Quality staff as appropriate.	Timely referral of issues. A brief summary of the types of issues handled directly as part of the annual report.	

Drinking Water			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Sanitary Survey Training Spring 2025 Improve accuracy and consistency of site visit inspections	All surveyors attend annual training virtual sessions and in-person support sessions. The in-person session will function as a day to cover questions and answers, and/or the DDW trainer can shadow the LHD surveyors on a site inspection.	Each surveyor will complete both in-person and virtual recordings (\$400 compensation per surveyor)	DDW will track virtual training participation using the Webex software.

The updates to the used oil program process are based on the pilot program running in collaboration with Southeast and Central Health Departments. In this pilot program, an online form was developed to log the gallons of used oil collected by a used oil collection center (UOCC). This form can be accessed through a QR-code and the data automatically populates a Google sheet that is accessible by both the Local Health Department (LHD) and DWMRC. This modernized process is a win-win since it will do away with the paper-based UOCC logs, which means that LHDs will no longer need to collect and submit the UOCC paper logs and DWMRC will have immediate access to this data for a smoother reimbursement process.

It is our understanding that all LHDs wish to eventually transition to the electronic UOCC log sheet process. The DWMRC will work with LHDs to make this happen in the coming year. In order to accomplish this, updates to the ESDP will be necessary to account for this program in addition to some clean-up changes. These changes, should not increase the workload or burden to LHDs. The DWMRC will work with each LHD individually to make LHD-specific changes to this template, although, we are hoping to keep all plans as consistent as possible to reduce confusion down the road. There is flexibility built into the process, around certain requirements based on feedback the DWMRC received from LHDs last year.

Used Oil

- Changed log sheet and inspection report submission requirement so it is compatible with the electronic UOCC log sheet process and inspection reports can be submitted electronically.
- Updated measures and reporting requirements so they are consistent with expectations in the annual report.
 - For example, report # of used oil incidents and allegations addressed, types of outreach performed, and description of training received annually instead of semi-annually.

For questions about these changes, contact Stevie Norcross at stevienorcross@utah.gov or 385-499-0511.

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.</p>	<p>Inspect 100% of used oil collection centers (UOCCs) every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues).</p> <ol style="list-style-type: none"> 1. Document inspections on UOCC Inspection Form provided by DWMRC: <ol style="list-style-type: none"> a. Ensure all UOCC inspection forms are complete. Use “N/A” if not applicable. 	<p>Use the most current list of UOCCs on DWMRC’s website. The goal number of UOCCs inspected versus the total numbers of UOCCs is 100%.</p> <p>Complete UOCC inspection reports that include:</p> <ul style="list-style-type: none"> ● Inspection checklists. ● Labeled photographs of each UOCC tank storage area with compliance issues. 	<p>Semi-annually with the UOCC inspection reports submitted to DWMRC:</p> <ul style="list-style-type: none"> ● No later than January 31 (for July – December activity). ● No later than July 31 (for January – June activity).

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.</p>	<p>b. Annotate time spent to complete the inspection and travel time. c. Add comments, suggestions, or issues in the comment section.</p> <p>2. As applicable, attach a copy of photo(s) to each UOCC inspection form to document conditions, noncompliance, and corrective actions implemented.</p> <p>3. Collect originals or copies of UOCC log sheets, not previously submitted for reimbursement, and submit with UOCC inspection forms.</p>	<p>Documentation of any compliance issues and corrective actions are annotated in the comment section of the UOCC inspection form.</p> <p>All UOCC log sheets are available to DWMRC electronically or if paper copy, submitted to DWMRC with the UOCC inspection reports.</p>	<p>Annually, in conjunction with the End of Year Report.</p>
	<p>Investigate used oil environmental incidents (e.g., spills and complaints) and allegations. Verify issues are being addressed in a timely and appropriate manner. Contact the DEQ/DWMRC for any assistance needed. Ensure used oil incidents (e.g., spills and complaints) are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.</p> <ul style="list-style-type: none"> ● Submit a written description of the incident, including follow-up procedures and resolutions. ● For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). 	<p>The number of used oil incidents and allegations addressed.</p>	

Item 11.

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	<ul style="list-style-type: none"> For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved. <p>Perform public outreach promoting used oil recycling to groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards, and other relevant organizations.</p> <p>Used oil staff review or participate in applicable training as available through DWMIRC.</p>	Type of used oil public outreach performed and estimated reach.	Annually, in conjunction with the End of Year Report.
		Brief description of training received.	Annually, in conjunction with the End of Year Report.

Water Quality: Get the Mercury Out			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes.	<p>Contractor will serve as a collection center for citizens needing to dispose of mercury containing household products. Funds provided by DEQ cover mercury disposal up to \$500, through state contract with Clean Harbors</p> <p>Chuck Lawrence at Clean Harbors. (801)597-0283 lawrence.chuck@cleanharbors.com</p>	Pounds of mercury collected and properly disposed.	Annually, in conjunction with the End of Year Report.

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

This contract is a subaward from Federal funds. You are responsible to comply with the following Federal requirements as applicable.

TO BE FILLED OUT BY ENVIRONMENTAL QUALITY:			
Federal Agency	<u>Environmental Protection Agency</u>		
Project Title	<u>Performance Partnership Grant</u>	Assistance Program (ALN ##.###)	<u>66.605</u>
Award Name	<u>Performance Partnership Grant</u>	Award #	<u>BG 99847521</u>
Date of Award (page 1 of award, top right)	<u>09/24/2020</u>		
Total Federal Award Amount Obligated this action (contract)	<u>\$400</u>		
Total of current & prior funds committed under this contract	<u>\$400</u>		
Expected future commitments under this contract	<u>\$</u>		
Research & Development (RND)	YES _____	NO <u>X</u>	
Will Indirect Costs Be Charged	YES _____	NO <u>X</u>	If yes, what is the approved Rate? _____
If not the 10% de-minimis rate, attach a copy of federally approved negotiated rate.			

TO BE FILLED OUT BY CONTRACTOR:	
SUBRECIPIENT NAME	<u>San Juan County Public Health Department</u>
Zip + 4 No.	<u>84535</u>
Unique Entity ID (UEI) (replaced DUNS#)	<u>WCVABP2FEVA2</u>
The subrecipient's "unique entity identifier" in SAM. This identifier is required for registering in SAM and by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Additional information on registering in SAM is available at the SAM Internet site: https://www.sam.gov/SAM/ .	
In the preceding fiscal year were your annual Federal revenues:	
Greater than \$30,000,000?	YES _____ NO <u>X</u>
Greater than 80% of your total revenue?	YES _____ NO <u>X</u>
If you answer yes to both of these questions, please see section #7 under Contractor Requirements, EPA General Terms and Conditions, term 15.3. for further guidance.	

Contractor Requirements as Applicable:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
3. Limitations on individual consultant fees as set forth in General Condition [2 CFR 1500.10](#) and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"
4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

with EPA entitled “**Management Fees.**”

5. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).
6. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
7. Comply with the applicable EPA General Terms and Conditions at the following link: <https://www.epa.gov/grants/grant-terms-and-conditions>.

8. Nondiscrimination Laws and Social Policies

The requirements described in this section, when applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients and subrecipients are subject to the laws and policies described below. As provided in 2 CFR 200.300, the general terms and conditions of EPA grants implement these requirements. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

- **Non-Discrimination Laws**

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA’s regulations on “*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*,” in [40 CFR Part 5](#) and [40 CFR Part: 7](#) the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

- **Disadvantaged Business Enterprises**

EPA regulations at [40 CFR Part 33](#), “[Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs](#)” set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of “Recipient” in [40 CFR 33.103](#).

- **Consultation with State and Local Officials**

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in [40 CFR Part 29](#).

EPA financial assistance programs subject to intergovernmental review may be found at: <https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and->

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS

[section-204-demonstration](#). Executive Order 12372 exempts tribal programs from intergovernmental review.

If intergovernmental review is required, and neither EPA nor the pass-through entity complied with [40 CFR Part 29](#) prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at [40 CFR 29.9\(d\)](#) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

- **Clean Air Act and Clean Water Act**

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the [System for Award Management](#). Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

9. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the [General Terms and Conditions](#) (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

- **Federal Funding Accountability and Transparency Act**

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

- **Suspension and Debarment**

The pass-through entities responsibilities are described at [2 CFR Part 180, Subpart C](#) and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking [SAM](#) to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with [2 CFR 180.220](#) under [2 CFR 1532.220](#) suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at [2 CFR 1532.995](#) EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

- **Limits on Fees Charged by Individual Consultants**

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at [2 CFR 1500.10\(a\)](#) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA](#)

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

[Assistance Agreements](#) and the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).

- **Management Fees**

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

- **New Restrictions on Lobbying, 40 CFR Part 34**

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by [40 CFR 34.110](#) and the “Lobbying and Litigation” Term and Condition.

- **Uniform Grant Guidance Requirements (UGG)**

Subrecipients must comply with [2 CFR Part 200](#) requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

- **Build America, Buy America Act**

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act \(IIJA\)](#) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA’s [BABA website](#).

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or subrecipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA [BABA website](#). A list of approved EPA waivers is available on the EPA [BABA website](#).

10. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

- **National Environmental Policy Act**

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at [40 CFR Part 6](#), and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

- **National Historic Preservation Act**

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

- **Archeological and Historic Preservation Act**

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

- **Farmland Protection Policy Act**

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

- **Coastal Zone Management Act**

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

- **Coastal Barriers Resources Act**

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

- **Wild and Scenic Rivers Act**

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

- **Endangered Species Act (ESA)**

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in [50 CFR Part 402](#). The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”

- **Magnuson-Stevens Fisheries Conservation and Management Act**

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

- **Clean Air Conformity Act**

This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass- through entities and subrecipients should first consult with their state air program’s web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at [40 CFR 93.153\(c\)](#) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

- **Safe Drinking Water Act**

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

11. National Defense.

- **Never Contract with the Enemy (P.L. 113-91)**

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The “Never Contract with the Enemy” restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- **Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).**

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the [System for Award Management](#) exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.



Local Health Department	
Part I. Annual Financial Report FY25	
Contracted funding spending on specific DEQ Division and Programs	
Contracted Amount	\$
Total Expenditures for Contracted Work	\$

Part II. Contracted Work Activities

Section A. Air Quality

Environmental Measure	What You Did/Estimated Reach
1. Information provided to the public directly and indirectly, via the web and social media outlets	
Environmental Measure	Number/Types of Issues
2. Air quality compliance issues referred to Division of Air Quality	
3. <i>Please attach a separate sheet describing any other air quality-related activities, if applicable.</i>	
Total spent on activities	
\$	

Section B. Underground Storage Tanks

Environmental Measure	Reported
1. Total number of UST closure inspections	
2. Number of plans reviewed	
Closures	New
3. Number of total install, upgrade, and/or repair inspections	
4. Number of inspections assigned	
5. Number of facilities inspected	

6. Number of inspection reports submitted on time	
7. Number of complaints investigated	
8. Number and location of non-notifiers identified	
Total spent on activities	\$
Section C. Solid & Hazardous Waste - Used Oil	
Environmental Measure	Reported
1. The number of used oil incidents (e.g. spills and complaints) and allegations addressed. Some of these incidents may also be tracked in the DEQ Environmental Incident Database (online).	
2. Type of used oil public outreach performed and estimated reach.	
3. Brief description of used oil training received by staff.	
Total spent on activities	\$
Section D. Water Quality	
Environmental Measure	Reported
1. Mercury Program Reporting (please select the option below and report appropriately). <ul style="list-style-type: none"> a. Option 1: The contractor will serve as a collection center for citizens needing to dispose of mercury-containing household products. <ul style="list-style-type: none"> i. Pounds of mercury collected and properly disposed: b. Option 2: The contractor will educate citizens on where to dispose of mercury-containing household products by listing disposal locations on their website. <ul style="list-style-type: none"> i. URL to the contractor's website: c. Option 3: Opted Out. No Reporting. 	
Total spent on activities	\$
Section E. Drinking Water	
Environmental Measure	Reported
<i>Sanitary Surveys – completed surveys are on file with DDW</i>	
Total spent on activities	\$



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: Discussion and Approval of San Juan County MPS Contract FY2025 with the Department of Environmental Quality by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to support the main activities of the San Juan County Environmental Health Director. The Utah Department of Environmental Quality (DEQ) and Utah's local health departments (LHDs) are in a process to establish minimum performance standards (MPS) that all parties can agree upon and that meet state and federal laws and regulations, as well as best practices.

The MPS are designed to ensure that all Utahns have access to high-quality environmental services, regardless of where they live. The MPS covers a wide range of topics, including

- Environmental health programs (Drinking water safety, Onsite wastewater treatment systems, Air quality, Solid waste management, Environmental emergencies)
- Public environmental health emergency preparedness, Data Reporting, and Collaboration

LHDs are required to develop, implement, and maintain environmental health programs to meet the unique community needs as defined by the local Board of Health as outlined in R305-10 and Utah Code 26A-1-114.

HISTORY/PAST ACTION

Approval of previous Environmental Health Service Delivery Plan by San Juan County Commission.

FISCAL IMPACT

The total funding allotment for San Juan County Health Department is \$62,246 (compared to \$73,498 in FY2024). The funding becomes effective July 1, 2024, and will be disbursed in quarterly installments beginning August 1, 2024.

This and the DEQ Workplan Contract covers a portion of related Environmental Health costs leaving \$37,276.55 to be covered by state and local Public Health Minimum Performance Standards funding.



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

Ty L. Howard
Deputy Director

June 25, 2024

Grant Sunada, Health Officer
San Juan County Health Department
735 South 200 West Suite 2
Blanding, UT 84511

Dear Mr. Sunada:

I am pleased to present the one-year contract and work plan for the FY25 Minimum Performance (Core) funding for the San Juan County Health Department. The total funding allotment is \$62,246.

The funding will take effect on July 1, 2024. Quarterly payments will be made during the second month of each quarter. The final payment will be sent once the Department of Environmental Quality (DEQ) receives and reviews the annual report, which is due on August 15, 2025.

Please review the attached documents. If you agree to the terms and conditions, kindly sign and submit the contract using Adobe E-sign. The documents will automatically be sent to Sarah Ward, and a copy will be forwarded to you.

Should you have any questions or concerns, please do not hesitate to contact Sarah at sarahward@utah.gov or 385.332.9574.

Thank you for your ongoing partnership and dedication to the health and well-being of our community.
Sincerely,

Kimberly D Shelley
Executive Director

Enclosures (4):

1. San Juan County MPS Contract FY2025
2. Attachment A Terms Gov Service
3. Attachment B San Juan County MPS (Core) Workplan FY2025
4. FY25 LHD MPS Annual Report

CC: via Email w/Enclosures

Dennis Shumway, Environmental Director, San Juan County Utah Health Department
Mack McDonald, Chief Administrative Officer, San Juan County Utah Health Department
Bruce Adams, San Juan County Commissioner Chair

ATTACHMENT A
STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) “Confidential Information” means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) “Contract” means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from the parties entering into this Contract.
 - c) “Contract Signature Page(s)” means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) “Contractor” means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - e) “Services” means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) “Proposal” means Contractor’s response to the State Entity’s Solicitation.
 - g) “Solicitation” means the documents used by the State Entity to obtain Contractor’s Proposal.
 - h) “State Entity” means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) “Subcontractors” means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor’s legal status is that of an independent contractor, and in no manner shall

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

Attachment B
SAN JUAN COUNTY Health Department
MINIMUM PERFORMANCE/CORE ACTIVITIES
FY2025
July 1, 2024 to June 30, 2025

Reporting

An Annual Report on Minimum Performance Expenditures and Activities (due August 15, 2025).

Core Funding

TOTAL: \$62,246

Payment will be made in quarterly installments during the 2nd month of each quarter in the applicable fiscal year: August, November, and February. The final payment will be sent after DEQ staff receives and reviews the annual report.

State

General Funds: \$62,246

Environmental Service Delivery Plan Core Funding is to fund Minimum Performance Standards adopted by the Department of Environmental Quality and Local Health Department Governance Committee on February 5, 2024.

Minimum Performance Standards

As Adopted by the DEQ-LHD Governance Committee on February 5, 2024

The Utah Department of Environmental Quality (DEQ) and Utah's local health departments (LHDs) have established minimum performance standards (MPS). These standards are based on state and federal laws and regulations, as well as best practices.

The MPS are designed to ensure that all Utahns have access to high-quality environmental services, regardless of where they live. The MPS covers a wide range of topics, including

- DEQ Environmental health programs
 - Drinking water safety
 - Onsite wastewater treatment systems
 - Air quality
 - Solid waste management
 - Environmental emergencies
- Public environmental health emergency preparedness
- Data Reporting
- Collaboration

LHDs are required to develop, implement, and maintain environmental health programs to meet the special or unique needs of its community as determined by local or state needs assessment and the local Board of Health as outlined herein and in [R305-10](#) and [Utah Code 26A-1-114](#) as applicable to DEQ environmental issues. The DEQ provides technical assistance and support to LHDs and also conducts training specific to programs regulated by the State of Utah. For the purpose of this document, MPS is intended to describe the fundamental function of LHDs and DEQ in the protection and management of DEQ Environmental Health programs. MPS does not limit an LHD from providing additional services and programs based on the needs of their communities and direction from the local Board of Health.

A summary of some of the key MPS for Utah LHDs are listed below:

DEQ Environmental health programs

- LHDs shall develop, implement, and maintain environmental health programs to assess and address public environmental health needs in their community.
- LHDs shall have a system for tracking and reporting public environmental health data.
- LHD shall employ at least one environmental health scientist who oversees the LHDs environmental health programs.
- LHD shall investigate and respond to environmental complaints as outlined in 26A-1-114 and R305-10.
- LHD shall enforce environmental health laws and regulations as outlined in 26A-1-114 and R305-10.
- LHDs shall provide education and outreach on environmental health topics as necessary and in accordance with the local needs determined by the Board of Health.
- LHD roles within specific environmental health programs as determined by local needs and by the local Board of Health:
 - Drinking Water: LHDs and DEQ shall coordinate with water systems in response to drinking water emergencies, such as water main breaks and contamination events.
 - Water Quality: LHDs and DEQ shall coordinate in response to wastewater spills and other water quality emergencies such as sewer system failures, etc.
 - Air Quality: LHDs and DEQ shall coordinate in response to air quality emergencies.
 - Onsite wastewater systems: LHDs shall permit and inspect onsite wastewater systems in accordance with Utah Administrative Code R317-4.

- Solid waste management: LHDs and DEQ shall coordinate in response to solid waste spills and emergencies.

Public environmental health emergency preparedness

At the direction of the Local Board of Health, the LHD shall define the role of the LHD in responding to emergency events, including

- The role of the LHD in responding to environmental emergencies.
- The role of the LHD in training staff on how to respond to environmental emergencies.
- The role of the LHD in coordinating with other agencies on environmental emergency preparedness and response as necessary.

Data Reporting

- Local health departments will collect and maintain data related to DEQ Environmental Health programs as agreed upon in local service delivery plans and contracts.

Collaboration

- LHDs and DEQ shall collaborate on environmental health programs and initiatives.
- LHDs and DEQ shall collaborate on environmental hazards or emergencies.
- DEQ shall notify LHDs when work will be performed in the respective jurisdiction.
- LHDs shall coordinate with the appropriate DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial enforcement process.

The DEQ and LHDs work together to monitor compliance with the MPS. LHDs are required to submit an annual attestation to the DEQ that demonstrates the LHD's compliance with the MPS.

The MPS are an important tool for ensuring that all Utahns have access to clean air, water, and land. The MPS also helps to promote consistency in delivering public environmental health services across the state. The Local Health Department Minimum Performance Standards Rule R305-10 is available in Appendix A.

Narrative of Potential Environmental Program Local Partnership Support

Section A. Executive Director’s Office

Focus Areas	Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.
<p>DEQ has been delegated authority from the EPA to maintain and implement programs in conformance with federal laws, regulations, and conditions set forth in the following federal laws:</p> <ol style="list-style-type: none"> 1. Clean Water Act 2. Safe Drinking Water Act 3. Resource Conservation and Recovery Act 4. Clean Air Act 5. Pollution Prevention Act 6. Toxic Substance Control Act 7. National Environmental Policy Act 8. Federal Insecticide, Fungicide, Rodenticide Act <p>DEQ and the LHD coordinate efforts to protect the integrity of the regulatory process and ensure that enforcement actions are not put at risk due to technicalities that could have been addressed through coordination.</p>	<p>Title 19 states that it is unlawful for any person to violate its provisions or the terms of any order or rule issued under it. LHDs shall coordinate with the appropriate DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial enforcement process.</p>

Section B. Division of Drinking Water

Focus Areas	Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.
<p>Emergency Response</p>	<p>Foster prompt and precise responses to safeguard public health in the event of drinking water incidents. Notify DDW within a 4-hour window of any potential issues, coordinate emergency responses in tandem with DDW, and engage in collaborative efforts concerning Tier 1 and Maximum Contaminant Level (MCL) Public Notices. Offer assistance with sampling and public notification endeavors during drinking water emergencies, where feasible.</p>
<p>Drinking Water Source Protection</p>	<p>Support public water systems in safeguarding their drinking water sources from contamination. Work together with the Division staff on ordinance updates and to address potential issues as they arise.</p>

	<p>Local Health Departments with county source protection ordinances collaborate with county code enforcement to ensure compliance.</p> <p>The growth of water systems, including those served by master meters unknown to DDW, may require classification as a public water system to address public health concerns. LHDs and building authorities are key in identifying and transitioning such systems to regulated status with DDW's assistance.</p> <p>LHDs can notify DDW about a potential water system through the interactive form (https://forms.gle/e5uNvxWWLCPBKRue6).</p> <p>Promote accurate, timely, and localized assistance if needed in the following areas: unapproved or corrective action statuses, boil orders, notices of violation (NOV), system deficiencies, Level 1 Assessments, and using WaterLink. Ensure that all PWS have a certified operator.</p> <p>Assist the Division and Public Water Systems to disseminate accurate and consistent information to the public to ensure communication efforts align with DDW programs, policies, and directives whenever feasible.</p> <p>Notify the Public Water System when an unprotected backflow or cross connection is identified.</p>
<p>Potential New Water Systems and Threshold Systems</p>	
<p>Compliance Consultation and Assistance</p>	
<p>Public Notification</p>	
<p>Cross Contamination</p>	
<p>Section C. Onsite Wastewater Systems</p>	
<p>Focus Areas</p>	<p>Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.</p>
<p>Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support local health departments.</p> <p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <ol style="list-style-type: none"> Review, approve, and inspect all new, repairs, and alterations to both Conventional and Alternative onsite systems, including Holding Tanks. Conduct complaint investigations and pursue corrections of any onsite system failures. Collect the \$40 for each new onsite wastewater system installed, and remit fees to DWQ by the 30th day of the month following the end of each quarter, identifying the number of onsite systems the fee is associated with. 	<ol style="list-style-type: none"> Existence of plan review, perc test, soil log evaluation, and inspection records. Number of systems approved broken out between conventional and alternative. Number of systems inspected. Total number of systems in the county. Number of Holding Tank approvals issued. Number of complaint investigations conducted. Number and type of failures identified and/or corrected. Fees are remitted quarterly to DWQ. All staff are certified per R317-11 and identified as Level 2 or 3. All work is done by persons certified per R317-11.

<p>4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11.</p> <p>5. Assure all onsite system work is done by persons certified as appropriate according to R317-11.</p>	<p>Communication and Training</p> <p>To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters.</p>	<ol style="list-style-type: none"> DWQ will notify LHD by a means of communication when a representative comes into the LHD area for onsite program business. DWQ will be represented at all COWP meetings. LHD will attempt to send a representative to COWP meetings. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference. <p>LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference.</p>
<p>Effectively implement and administer the Liquid Waste Program in collecting, storing, transporting, and disposing of all sewage wastewater.</p> <p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard, nuisance, or adversely affecting water quality.</p> <ol style="list-style-type: none"> Ensure every Liquid Waste Operation working within the boundaries of the LHD holds a valid operating permit. <p>Ensure that the disposal sites used by the Liquid Waste operators are approved facilities, maintained in a sanitary manner, and adequate to receive and treat these wastes.</p> <p>Identify and manage all pollution sources to ensure continued beneficial uses of water and public health protection.</p> <p>Notify DWQ of any new surface water and groundwater pollution sources you become aware of.</p>	<ol style="list-style-type: none"> Maintain a list of all Liquid Waste operators currently permitted within the LHD jurisdiction. LHD may conduct annual inspections on all the liquid waste trucks used by each operator. Encourage the operator to obtain a surety bond issued by a corporate surety company. <p>LHD may inspect disposal sites used by the liquid waste operators as determined as necessary.</p> <ol style="list-style-type: none"> Number of uncontrolled pollution sources and spills identified, addressed, or referred to DEQ. Number of fish kills investigated. 	
<p>Section D. Waste Management and Radiation Control: Solid & Hazardous Waste</p>		
<p>Focus Areas</p>		
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, or disposal of solid and hazardous waste.</p>	<p>Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.</p> <p>Ensure solid and hazardous waste incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. For DWMRC/DEQ-referred incidents:</p> <ul style="list-style-type: none"> Submit a written description of the incident, including follow-up procedures and resolutions. Include photographs for major issues. For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). 	

	<ul style="list-style-type: none"> For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved. <p>Answer the public's complaints and questions regarding solid and hazardous waste.</p> <p>Upon request by DEQ, provide environmental agency response to environmental emergencies. Contact DWMRC/DEQ for any assistance needed.</p> <p>The number of incidents and allegations addressed.</p> <p>Brief description of training received.</p>
<p>Staff responding to solid or hazardous waste incidents and allegations review or participate in applicable training as available through DWMRC.</p> <p>Solid & Hazardous Waste Section</p> <ul style="list-style-type: none"> Changed training requirements to provide more flexibility. Review or participate in applicable training, as available. <p>Training measure is now a brief description of the training received.</p>	

Local Health Department	
Part I. Minimum Performance Standards Attestation	
Environmental Service Delivery Plan FY25 Annual Report	
DEQ Environmental Health Programs	
<ul style="list-style-type: none"> <input type="checkbox"/> LHDs shall develop, implement, and maintain environmental health programs to assess and address public environmental health needs in their community. <input type="checkbox"/> LHDs shall have a system for tracking and reporting public environmental health data. <input type="checkbox"/> LHD shall employ at least one environmental health scientist who oversees the LHDs environmental health programs. <input type="checkbox"/> LHD shall investigate and respond to environmental complaints as outlined in 26A-1-114 and R305-10. <input type="checkbox"/> LHD shall enforce environmental health laws and regulations as outlined in 26A-1-114 and R305-10. <input type="checkbox"/> LHDs shall provide education and outreach on environmental health topics as necessary and in accordance with the local needs determined by the Board of Health. 	
LHD roles within specific environmental health programs as determined by local needs and by the local Board of Health	
<ul style="list-style-type: none"> <input type="checkbox"/> Drinking Water: LHDs and DEQ shall coordinate with water systems in response to drinking water emergencies, such as water main breaks and contamination events. <input type="checkbox"/> Water Quality: LHDs and DEQ shall coordinate in response to wastewater spills and other water quality emergencies such as sewer system failures, etc. <input type="checkbox"/> Air Quality: LHDs and DEQ shall coordinate in response to air quality emergencies. <input type="checkbox"/> Onsite wastewater systems: LHDs shall permit and inspect onsite wastewater systems in accordance with Utah Administrative Code R317-4. <input type="checkbox"/> Solid waste management: LHDs and DEQ shall coordinate in response to solid waste spills and emergencies. 	
Public environmental health emergency preparedness	
<ul style="list-style-type: none"> <input type="checkbox"/> The role of the LHD in responding to environmental emergencies. <input type="checkbox"/> The role of the LHD in training staff on how to respond to environmental emergencies. <input type="checkbox"/> The role of the LHD in coordinating with other agencies on environmental emergency preparedness and response as necessary. 	
Collaboration	
<ul style="list-style-type: none"> <input type="checkbox"/> LHDs and DEQ shall collaborate on environmental health programs and initiatives. <input type="checkbox"/> LHDs and DEQ shall collaborate on environmental hazards or emergencies. <input type="checkbox"/> DEQ shall notify LHDs when work will be performed in the respective jurisdiction. <input type="checkbox"/> LHDs shall coordinate with the appropriate DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial enforcement process. 	
Data Reporting	
<ul style="list-style-type: none"> <input type="checkbox"/> Local health departments will collect and maintain data related to DEQ Environmental Health programs as agreed upon in local service delivery plans and contracts. <input type="checkbox"/> Local health departments will provide an annual summary report of DEQ funding expenditures (core and contract) indicating outputs and outcomes. 	

To the best of my knowledge, the following report accurately represents the stated Local Health Department compliance with R305-10, Local Health Department Minimum Performance Standards, and funds used to complete work as outlined in the Environmental Service Delivery Plan.

Health Officer/Executive Director Print Name	Health Officer/Executive Director Signature	Date
Board of Health Chair Print Name	Board of Health Chair Signature	Date

Part II. Annual Financial Report FY25	
Environmental Service Delivery Plan FY25 Annual Report	
A. Minimum Performance Standards Funding Amount	\$
B. Local Expenditure for DEQ-Related Activities	\$
Total Cost to Perform DEQ Environmental Programs to Minimum Performance Standards (Line A + Line B)	\$
Part III. Local Activities FY25	
<p><i>To the extent possible, please report the following data. If your department does not conduct regular activities in a program area (for example, mobile home parks) please indicates that with "DND" on the report.</i></p> <p><i>If your department does conduct regular activities in an area, but has no data available please indicate with "NDA". All numbers reported below are for the period from July 1 to June 30.</i></p>	
Section A. Drinking Water Safety	
Number of drinking water emergencies responded to	
Number of systems reported to state for PWS consideration	
Number of collaborations with DDW & PWSs for information dissemination	
Number of education Events provided concerning cross connections & backflow	
Section B. Water Quality	
Number of Water Quality emergencies responded to	
<i>ONSITE WASTEWATER SYSTEMS</i>	
Number of onsite wastewater systems installed	
Number of alternative wastewater systems installed	
Number of experimental systems installed	
Number of total Onsite Wastewater Inspections completed	
Number of onsite Wastewater systems in District	
Number of onsite Wastewater complaints investigated	
Number of onsite Wastewater system failures	
Number of holding Tanks installed	
Number of certified Onsite Wastewater Staff	
Number of permitted Liquid Waste Operators	
Number of discharges investigated	
Number of fish kills investigated	
Section C. Solid & Hazardous Waste	
Number of Solid and Hazardous Waste Complaints investigated	
Number of trainings received by staff concerning Solid and Hazardous Waste	
Number of Waste Tire Packets Submitted	
Number of Abandoned Waste Tire Pile Affidavits	
Number of Waste Tires Removed	
Number of Inspections for first time waste tire recyclers	
Section D. Air Quality	
Number of Air Quality Emergencies responded to	



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of MRC STTRONG - San Juan Health Department FY25 contract by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The general purpose of this agreement is to support the establishment of a Utah Medical Reserve Corps (MRC) unit and develop the overall readiness of an MRC volunteer program with an emphasis on underserved areas, addressing the needs of at-risk individuals, and ongoing outreach.

The San Juan County Public Health Department proposes hiring a short-term, part-time employee/contractor to help build a local MRC unit. This person will help to recruit volunteers by working with local medical professional agencies (e.g., hospitals, EMS) and partnerships (Southeast Utah Healthcare Preparedness Coalition), connecting with the public through local fairs, religious organizations, and school programs, and contacting the chapter houses on the Navajo reservation and the White Mesa community of Ute Mountain Ute Tribe.

MRC activities are intended to be funded by the Public Health Emergency and Healthcare Preparedness Programs (PHEP and HPP) contract after the MRC STTRONG funds end in 2025.

HISTORY/PAST ACTION

Approval of PHEP contract, and this is a unique, one-time, and related funding opportunity.

FISCAL IMPACT

The reimbursable funding provided by the Department of Health and Human Services is \$35,000.00 from 06/01/2024 through 05/31/2025 with no funding requirement from local funds. The majority of these funds would go toward a part-time employee or contractor.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

2412304
DHHS Log Number

242701203
State Contract Number

1. **CONTRACT NAME:** The name of this contract is MRC STTRONG - San Juan Health Department FY25

2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DHHS) and San Juan County (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 agreement is to support the establishment of a Utah Medical Reserve Corps (MRC) unit and develop the overall readiness of an MRC volunteer program across the state of Utah with an emphasis on underserved areas, addressing the needs of at-risk individuals, and ongoing outreach.

4. **CONTRACT PERIOD:** The service period of this contract is 06/01/2024 through 05/31/2025, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The DHHS agrees to pay \$35,000.00 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 CONTACT:

Grant Sunada
(435) 587-3838
gsunada@sanjuancounty.org

DHHS CONTACT:

Michelle Hale
(801) 419-8892
mhale@utah.gov

7. SUB – RECIPIENT INFORMATION:

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Federal Program Name:	Utah MRC STTRONG Elevated Project	Award Number:	6 U3REP230712-01-00
Name of Federal Awarding Agency:	ASPR Acquisition Management Contracts and Grants	Federal Award Identification Number:	U3REP230712
Assistance Listing:	Medical Reserve Corps Small Grant Program	Federal Award Date:	6/22/2023
Assistance Listing Number:	93.008	Funding Amount:	\$35000

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Scope of Work

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 & Human Services General Provisions and Business Associates Agreement currently in effect until 6/30/2028.

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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Attachment A: Scope of Work
MRC STTRONG – San Juan Health 2024

Article 1
DEFINITIONS

In this agreement, the following definitions apply:

“MRC” means Medical Reserve Corps.

“MRC STTRONG” means the federal grant project named MRC State, Territory and Tribal Nations, Representative Organizations for Next Generation.

“Grantee” means Agreement or and legal name of the vendor as noted on Agreement Page One.

“Volunteer” means MRC volunteer.

Article 2
GENERAL PURPOSE

The general purpose of this agreement is to support the establishment of a Utah Medical Reserve Corps (MRC) unit and develop the overall readiness of an MRC volunteer program across the state of Utah with an emphasis on underserved areas, addressing the needs of at-risk individuals, and ongoing outreach.

Article 3
RESPONSIBILITIES OF GRANTEE

3.1.1 The Grantee shall build and sustain an MRC unit with capabilities which may include the following:

- (1) Expand workforce capacity as necessary to support volunteer management;
- (2) Build and sustain partnerships with public and private organizations to prepare for and respond to disasters and public health emergencies;
- (3) Recruit and retain volunteers;
- (4) Update volunteer management plans;
- (5) Provide training opportunities to volunteers;
- (6) Incorporate volunteers into response exercises; and
- (7) Develop leadership sustainability and continuity.

3.2 The Grantee shall have at least one MRC representative attend the annual MRC conference.

3.3 For reporting the Grantee shall:

- (1) submit a workplan and budget using DHHS provided templates, no later than July 30, 2025:

- (A) The Grantee shall notify DHHS in advance of any changes to workplan or budget once approved by DHHS;
- (2) submit a progress report on a quarterly basis using DHHS provided templates, as per the following schedule:

Activity Period	Due Date
June 1, 2024 – August 31, 2024	September 15, 2024
September 1, 2024 – November 30, 2024	December 15, 2024
December 1, 2024 – February 29, 2025	March 15, 2025
March 1, 2025 – May 31, 2025	June 15, 2025

- (3) submit an annual spending report and a tangible asset report for single item purchases of \$5,000.00 or greater, no later than August 15;
- (4) submit other data as requested by Administration for Strategic Preparedness and Response (ASPR); and
- (5) submit all programmatic and reporting requirements to DHHS via email at prepgrants@utah.gov.

Article 4

OUTCOMES

- 4.1 The desired outcome of this agreement is to build and develop readiness of MRC volunteers across the state to provide capacity for emergency response to the LHDs and community.
- 4.2 Performance Measures:

- (1) Number of new volunteers recruited; and
 - (2) Number of annual training sessions held for MRC volunteers; and
 - (3) Number of community events held annually.
- 4.3 Reporting: The Grantee shall provide quarterly progress reporting to DHHS as per the schedule in Section 3.3.2.

Article 5

FUNDING

5.1 Funding.

- (1) \$35,000 for the period June 1, 2024, to May 31, 2025.

- 5.2 This is a Cost Reimbursement agreement. DHHS agrees to reimburse the Grantee up to the maximum amount of the agreement for expenditures made by the Grantee directly related to the performance of this agreement.

Article 6

INVOICING

- 6.1 In addition to the General Provisions of the Agreement, the Grantee shall include a column in the Monthly Expenditure Report with the category title: MRC STTRONG.
- 6.2 The Grantee shall submit the final year-end Monthly Expenditure Report no

later than July 12, annually.

Article 7

MANDATORY DISCLOSURES

- 7.1 The Grantee shall disclose, in a timely manner, in writing to DHHS all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

Article 8

LOBBYING RESTRICTIONS

- 8.1 The Grantee shall comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal agreement, grant, or cooperative agreement, the making of any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with any covered action.

Article 9

PUBLICATIONS

9.1 All Grantee publications, including research publications press releases other publications or documents about research that is funded by ASPR shall include the following two statements:

- (1) Specific acknowledgment of ASPR grant support, such as:
 - (A) "Research reported in this [publication/press release] was supported by ASPR Acquisition Management Contracts and Grants and DHHS of Health and Human Services Administration for Strategic Preparedness and Response under award number U3REP230712"; and
- (2) Disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of DHHS of Health and Human Services Administration for Strategic Preparedness and Response".



STATE OF UTAH

CONTRACT AMENDMENT

Item 14.

AMENDMENT # 1 To CONTRACT # 241816

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, San Juan County, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

2/1/2024 (Original starting date)

6/30/2024 (Current ending date)

6/30/2025 **new ending date**

2. Contract amount:

\$60,000 (Current contract amount)

\$114,994 (Amendment amount)

\$174,994 **new contract amount**
add current amount to amendment amount

3. Other changes: (attach other sheets if necessary):

Please see attached revisions to Scope of Work
Please update commodity code to: 54005005002

4. Effective Date of Amendment: 07/01/2024

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

NA, Contractor is Gov't Entity
Director, Division of Purchasing Date

<u>Tracey Tabet</u> Agency Contact Person	<u>801 281-1202</u> Telephone Number	<u> </u> Fax Number	<u>ttabet@agutah.gov</u> Email
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(Revision 04 October 2018)

5. Mental Health: The CJC shall:

- a. Provide information to caregivers and make referrals to behavioral health providers qualified to conduct evidence-based, trauma-focused services for children, in accordance with local county referral and procurement policies.
- b. Promote and implement the Care Process Model for Pediatric Traumatic Stress with each caregiver.
- c. Ensure that all behavioral health providers utilized by the CJC—whether through employment, active contract, or linkage agreement—and all providers listed on your referral list engage in consultation calls with an expert in the field at least four (4) times a year. Centers shall consult with the Program Mental Health Specialist regarding expert qualifications and program opportunities.
- d. To utilize state dollars to cover treatment costs for a child under said contracts, CJs shall ensure a standardized treatment plan is in place prior to clinical intervention. This plan must include:
 - (1) a client-centered goal/objectives for treatment;
 - (2) evidence-based and trauma-focused modality/interventions;
 - (3) anticipated length of treatment with review date; said treatment plans are subject to audit for compliance.
- e. For contracted mental health providers, **State funds** are preauthorized for the following expenses associated with child abuse victims, as defined in Utah Code Annotated §67-5b(101) and served by a CJC:
 - i. Biopsychosocial behavioral health or psychological assessments, up to (120) minutes;
 - ii. Up to (25) sessions per child primary victim (hereinafter “child”), either conjoint or time spent alone with child or parent up to (90) minutes in total on one (1) day;
 - iii. No-show appointments; and
 - iv. Time spent at case review and MDT meetings;
- f. Preauthorized rates for above-referenced services provided by contract providers are:
 - i. \$81.25 per hour (60) minutes for a minimum of (50) minutes of clinical intervention (hereinafter “therapy”); should be prorated for any time spent in therapy that exceeds (50) minutes and up to (90) minutes, up to (25) sessions per client;
 - ii. \$200 for a clinical assessment, one (1) per client;
 - iii. \$30 for a no-show, up to three (3) per client; and
 - iv. \$50 per hour for (60) minutes of consultation and attendance at case review;
- g. CJC may seek prior written approval of a higher hourly rate for services from the Program’s Mental Health Services Specialist by submitting: (1) a resume or CV for each contracted behavioral provider whose rate exceeds \$81.25 per hour; (2) documented prior instances where a similar rate has been paid to the contracted behavioral health provider; and (3) any other important information, such as proof of advanced experience in the contracted behavioral health provider’s subject area.
- h. CJC may seek prior written approval for additional sessions, beyond the preauthorized (25) sessions; CJC requests should be made in consultation with the contracted behavioral health provider to offer justification for additional sessions; the Program’s Mental Health Services Specialist will review said requests on a case-by-case basis;
- i. Payment of rates exceeding preauthorized rates, exceeding preauthorized number of sessions, and other mental health services not expressly identified here and without prior written approval from the Program’s Mental Health Services Specialist may be denied for reimbursement. Including but not limited to, services for MDT members, secondary victims, services for adults, etc.
- j. Notwithstanding other contract terms, the Program may amend its preauthorized rates for this contract by written notification to CJC; said notification will constitute an amendment without the CJC’s signature; amendment rates will become effective (15) days after written notification.
- k. For any specific matters not addressed in this contract, please consult with the Program Mental Health Specialist.



P.O. Box 1106
Lewiston, ID 83501

SAN JUAN COUNTY EMERGENCY SERV
PO BOX 126
TROPIC, UT. 84776-0126

May 21, 2024

New agreement for emergency medical services (EMS) providers

Dear SAN JUAN COUNTY EMERGENCY SERV:

Thank you for the care you provide to our members and your participation in our provider networks. Enclosed you will find a new, updated *Participating Ancillary Provider Agreement* for your review. Please return this agreement, effective September 1, 2024, to continue your participation in our networks.

Our current *EMS Services Agreement* is no longer compliant with National Committee for Quality Assurance (NCQA), state or federal guidelines. As a result, we are terminating your previous *EMS Services Agreement* with Regence BlueCross BlueShield of Utah effective August 31, 2024. Your new *Participating Ancillary Provider Agreement* will supersede and replace all previous agreement documents effective September 1, 2024.

Please review these documents in their entirety:

- **Participating Ancillary Provider Agreement**—replaces the current agreement
- **Data Access, Use and Transfer Addendum**—outlines certain obligations and restrictions about the use, access, and/or transfer of confidential and proprietary information Regence delivers to providers
- **Part 2 Program Provider Addendum**—outlines requirements for claims submission and communications that contain patient-identifying information for providers who treat or diagnose patients for substance use disorders or refer patients for treatment
- **Provider Network Addendum**—outlines and updates the commercial networks in which the provider participates
- **Attachment A**—outlines commercial network reimbursement terms
 - Ground ambulance rates will continue to be set by the state of Utah and shall be reimbursed pursuant to Utah Code Annotated Title 26-8a-403 and Administrative Rule R426-8-200.

- **Attachment B**—outlines the entities covered by the new agreement
- **Attachment C**—outlines the affiliates and subsidiaries of Regence
- **The Medicare Advantage PPO Reimbursement Addendum**—outlines the reimbursement terms of our Medicare Advantage PPO network
- **The Regence Medicare Advantage Provider Compliance and Sequestration Addendums**—outlines and complies with CMS’ requirements and Regence’s Medicare Advantage compliance and sequestration requirements

Agreements are confidential between you and Regence and should not be shared with other entities except as specified in the agreement or as required by law.

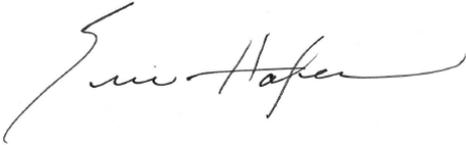
To accept the *Participating Ancillary Provider Agreement*, sign and return it by attaching it to an email reply or by mailing the full, signed agreement to:

Regence BlueCross BlueShield of Utah
Attn.: Nanette Short, Provider Contracting
2890 East Cottonwood Parkway
Salt Lake City, UT 84121

If you do not return a signed agreement, your contract will be terminated on August 31, 2024.

If you have any questions, please contact Nanette Short at (801) 333-6964 or nanette.short@regence.com.

Sincerely,



Eric Hales
Vice President, Network Management

REGENCE BLUECROSS BLUESHIELD OF UTAH PARTICIPATING ANCILLARY PROVIDER AGREEMENT

This Participating Ancillary Provider Agreement (“Agreement”), effective **September 01, 2024** (“Effective Date”), replaces and supersedes any prior Agreement and is entered into by and between Regence BlueCross BlueShield of Utah (“Regence”) and **GROUND AMBULANCE PROVIDER**, and each entity set forth on Attachment B as applicable (collectively “Provider”).

In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement as of the Effective Date.

I. DEFINITIONS

When used in this Agreement, all capitalized terms have the following meanings:

- 1.1 **COINSURANCE:** a percentage amount that the Member Contract requires the Member to pay for Covered Services.
- 1.2 **COPAYMENT:** a fixed dollar amount that the Member Contract requires the Member to pay at the time of the provision of Covered Services.
- 1.3 **COVERED SERVICES:** Medically Necessary health care services and supplies provided to Members for which benefits are provided under a Member Contract.
- 1.4 **CREDENTIALING:** the process by which Regence may determine, in its sole discretion, whether Provider may participate with Regence.
- 1.5 **DEDUCTIBLE:** an amount that a Member must pay for Covered Services during a specified period in accordance with the Member Contract before benefits will be paid
- 1.6 **INVESTIGATIONAL:** As applicable to a given line of business, a health intervention that Regence has classified as Investigational. Regence will review scientific evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from Provider regarding the health intervention to determine if it is Investigational. A health intervention not meeting all of the following criteria is, in Regence’s judgment, Investigational:
 - a. The scientific evidence must permit conclusions concerning the effect of the health intervention on health outcomes, which include the disease process, injury or illness, length of life, ability to function, and quality of life.
 - b. The health intervention must improve net health outcome.
 - c. The scientific evidence must show that the health intervention is at least as beneficial as any established alternatives.
 - d. The improvement must be attainable outside the laboratory or clinical research setting.

For purpose of this definition, “scientific evidence” means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies, or research conducted by or under the auspices of federal government agencies and/or nationally recognized federal research institutes. However, scientific evidence shall not include published peer-reviewed literature sponsored to a

significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

- 1.7 MEDICALLY NECESSARY or MEDICAL NECESSITY:** Please refer to the attached state addendum.
- 1.8 MEMBER(S):** person(s) eligible under a Member Contract to receive Covered Services.
- 1.9 MEMBER CONTRACT:** a contract between Regence or Payor and an individual or group in which Regence or Payor agrees to provide and/or administer health care benefits as set forth in the Member's summary plan description, certificate of coverage, or other applicable coverage document.
- 1.10 NON-COVERED SERVICE:** a service or supply that is not a Covered Service for any of the following reasons: (a) the service or supply is Investigational or not Medically Necessary; or (b) the service or supply is not an available benefit or a Covered Service under the Member Contract for any reason.
- 1.11 PARTICIPATING PROVIDER:** any hospital, facility, physician, other health care professional, or other provider of medical services or supplies who (a) is duly licensed to provide health care services or supplies; (b) has contracted, and continues to have a valid contract, with Regence, directly or through intermediaries, to furnish Covered Services to Members; and (c) is eligible for payment under a Member Contract and, where applicable, has been credentialed under Regence's credentialing policies.
- 1.12 PAYOR:** an employer, insurer, a trust, third-party administrator, subsidiaries and affiliates of Regence, a Blue Cross and /or Blue Shield Plan, Cambia Health Solutions, self-funded health plan, or government entity that has contracted with Regence to offer, issue, and/or administer health benefits and has agreed to be responsible for funding health care services for Covered Services provided to Members under the terms of a Member Contract.
- 1.13 PROVIDER WEB SITE:** A reference source available within the Regence web site that contains the rules, policies, guidelines, and procedures adopted by Regence or Payor that Provider must follow in providing services and doing business with Regence or Payor under this Agreement. Regence may revise and update the Provider Web Site at Regence's sole discretion from time to time.
- 1.14 QUALITY IMPROVEMENT ACTIVITIES:** the programs, processes, and criteria developed by Regence or Payor to monitor, assess, and improve continually the quality of clinical care and services provided to Members, including Quality Improvement, Utilization Management, quality review, credentialing and recredentialing, Member complaints and grievances, Member satisfaction surveys, medical records review, and preventative health care services.
- 1.15 RECREDENTIALING:** a periodic process by which Regence may determine, in its sole discretion, whether Provider may continue participating with Regence.
- 1.16 UTILIZATION MANAGEMENT:** a set of formal processes developed by Regence or Payor and described on the Provider Web Site including, but not limited to, preauthorization, case management, medical policy development, and retrospective payment review, that are designed to monitor the use or evaluate the Medical Necessity, appropriateness, efficacy, or efficiency of health care services or procedures performed on or rendered to a Member and/or the appropriateness of the setting in which such services were performed.

II. RELATIONSHIP OF THE PARTIES

- 2.1 STATUS OF PARTIES.** By way of this Agreement, Provider is a Regence Participating Provider. Provider and Regence are independent contractors. This Agreement is not intended to create an

employer-employee partnership or joint venture relationship between Regence and Provider or their respective directors, officers, employees, or agents. Regence shall not have the authority to exercise control or direction over Provider or Provider services provided to Members pursuant to this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent, or employee of the other party when such person, absent this Agreement and its performance, would not in law have had such status.

- 2.2 NON-EXCLUSIVITY.** Regence may contract with any hospital, physician, facility, groups of physicians, or other health care professional to become a Participating Provider upon such terms and conditions as Regence deems appropriate, without the prior consultation or approval of Provider. Provider may contract with any other health plan without the prior consultation or approval of Regence, as long as such participation or practice does not preclude Provider from complying with the terms of this Agreement.
- 2.3 TRADE NAMES, SERVICE MARKS, AND TRADEMARKS.** Provider and Regence acknowledge that the other party may be the exclusive owner or licensee of various trademarks, service marks, trade names, logos, and symbols used from time to time by that party in connection with its business, and the goodwill associated therewith (collectively, "Marks"). Neither party shall have the right to use, and shall not use any Marks, or any confusingly similar names or Marks, of the other party for advertising or marketing purposes, except as expressly authorized in writing by the other party. Except for Regence's or Payor's use of Providers' name to notify Members and others that Provider is a Participating Provider (e.g., through the Regence provider directory) and for payment purposes, each party shall submit any proposed advertisements or marketing materials that refer to, or in any way depict, the other party for approval by the other party in advance of publication.
- 2.4 PROVIDING SERVICES TO MEMBERS OF PAYORS.** Provider agrees that Regence may enter into an agreement with Payors that want access to and use of those provider networks in which Provider participates. Provider authorizes Payors contracting with Regence to offer Provider's services to groups of employees or individuals in accordance with the terms of this Agreement and any Member Contract offered or administered by Payor for the payment of Covered Services. Provider agrees to furnish services to Members of such Payors when those Members utilize Regence's provider networks in accordance with the same terms and conditions of participation and compensation as apply when such services are furnished to Regence's Members under this Agreement.
- 2.5 RELATIONSHIP TO BLUECROSS BLUESHIELD ASSOCIATION.** Provider hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Provider and Regence; that Regence is an independent corporation operating under a license from the BlueCross BlueShield Association, an association of independent BlueCross BlueShield Plans (the "Association"), permitting Regence to use the BlueCross and/or BlueShield service marks in Regence's service area; and that Regence is not contracting as an agent of the Association. Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person, entity, or organization other than Regence and that no person, entity, or organization other than Regence shall be held accountable or liable to Provider for any of Regence's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Regence other than those obligations created under other provisions of this Agreement.

III. REGENCE OR PAYOR OBLIGATIONS

- 3.1 PAYMENT.** Please refer to the attached state addendum.
- 3.2 MEMBER IDENTIFICATION.** Regence will issue identification cards to Regence Members and will make eligibility and benefits information available to Provider via either (a) telephone during normal business hours; or (b) Regence's secure web site twenty-four (24) hours a day, subject to technical difficulties that Regence may experience. Confirmation of coverage by Regence is not a

guarantee of payment if it is later determined that a Member was not eligible for benefits on the date of service or if the material supplied for review was inaccurate, incomplete, or misleading.

- 3.3 BENEFIT DESIGN / COVERAGE DECISIONS.** Regence, Regence's designee, or the Payor will be solely responsible for Member Contract design and for interpreting the terms of and making final coverage determinations under a Member Contract.
- 3.4 PARTICIPATING PROVIDER IDENTIFICATION.** Regence may include Provider in the Participating Provider directory or directories for the Member Contracts and products in which Provider is a Participating Provider, including when Provider is designated a preferred participant, and shall make said directories available to Members.
- 3.5 LIABILITY INSURANCE.** Regence will procure and maintain professional and general liability insurance and other insurance, as Regence reasonably determines may be necessary, to protect Regence and Regence's employees against claims, liabilities, damages, and judgments that arise out of services provided by Regence or Regence's employees under this Agreement.
- 3.6 LICENSURE.** Regence will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Regence to lawfully perform this Agreement.

IV. PROVIDER SERVICES AND OBLIGATIONS

- 4.1 STANDARD OF CARE.** Provider shall provide only Medically Necessary Covered Services in accordance with (a) the same standard of care, skill, and diligence customarily used by similar providers in the community in which such services are rendered; (b) the provisions of Regence's quality improvement program; (c) the requirements of applicable law; and (d) the standards of applicable accreditation organizations. Provider agrees to render Medically Necessary Covered Services to all patients in the same manner, in accordance with the same standards, and with the same time availability as offered to other patients. Provider shall ensure that all employees of Provider and all health care professionals and physicians providing services at the Provider's facilities meet all applicable state laws and regulations, all applicable legal standards of care, all rules of Provider, and all applicable provisions of this Agreement.
- 4.2 COMPLIANCE WITH POLICIES AND GUIDELINES.** Please refer to the attached state addendum.
- 4.3 MEMBER IDENTIFICATION.** Provider will request Member identification cards of all patients who present themselves as Members under any Member Contract and will report to Regence any apparent abuse of the privileges of such Member Contract. Regence shall issue identification cards to its Members and will make eligibility and benefits information available to Provider via Regence's secure Provider Web Site.
- 4.4 CREDENTIALING/RE-CREDENTIALING OF PROVIDER.** Provider will comply with Regence Credentialing or Recredentialing criteria then in effect and available in the credentialing section of the Provider Web Site. Except as otherwise required by law or regulation, Provider will also:
- a. promptly provide information required by Regence to conduct Credentialing or Recredentialing;
 - b. notify Regence immediately upon any change in licensure, change in accreditation status, or termination or suspension from any government programs at any time during the term of this Agreement; and
 - c. notify Regence immediately upon confirmation that Provider is subject to any informal or formal disciplinary orders, decisions, disciplinary actions, or other actions, including but not limited to restrictions, probations, limitations, conditions, and suspensions resulting from Provider's acts, omissions, or conduct.

4.5 REGULATORY COMPLIANCE AND ACCREDITATION. Provider warrants that it is, and at all times during this Agreement will remain, in compliance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to, those (a) regarding licensure, certification, and accreditation; (b) necessary for participation in any government programs; and (c) regulating the operations and safety of providers.

4.6 INSURANCE. Throughout the term of this Agreement, Provider will maintain at Provider's expense general and professional liability coverage in a form and amount as stipulated in accordance with Regence's credentialing criteria contained in the credentialing section of the Provider Web Site. Provider will give Regence a certificate of insurance evidencing such coverage upon request. Provider will give Regence immediate written notice of cancellation, material modification, or termination of such insurance.

If Provider procures one or more claims-made policies to satisfy its obligations under this Agreement, Provider will obtain any extended reporting endorsement ("tail") required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the term of this Agreement, without limit or restriction as to the making of the claim or demand.

4.7 CHANGE IN PROVIDER SERVICES OR OTHER INFORMATION. Provider agrees that the following material changes to Provider information, including but not limited to: (a) discontinuation, reduction, or limitation of Provider services; (b) expansion of Provider services through acquisition or implementation of a service, technology, facility, or any type of provider; (c) any change in Provider's ownership, including a change in the facilities and/or providers use of the Provider's tax identification number; and/or (d) a change in Provider's incorporation must be agreed upon by both Parties. Failure to formally incorporate any changes to Provider services in accordance with this provision will result in non-payment; in such instance, Regence, Payor, and Member shall be held harmless. Provider agrees to provide ninety (90) days advanced written notice to Regence of nonmaterial changes that include but are not limited to (a) a significant change in Provider's management or management company; (b) a filing of any bankruptcy action; or (c) other relevant information regarding Provider's status in the medical community.

4.7.1 Directory Updates. Provider further agrees to comply with Regence policies and procedures related to furnishing information (including but not limited to information on which providers are accepting new patients, the provider's location, contact information, specialty, medical group and any institutional affiliations) necessary to ensure provider directories are up-to-date, accurate, and complete pursuant to federal and state law, including 45 C.F.R. 156.230(b).

4.8 NON-DISCRIMINATION.

4.8.1 Services Provided to Members. Provider will provide Covered Services to Members without regard to race, religion, creed, color, national origin, ancestry, physical handicap, health status, marital status, age, sex, or source of payments. Provider further agrees to provide Covered Services to Members without regard to the Member's enrollment in a health benefit plan as a private purchaser of the plan or as a participant in publicly financed programs of health care services. Provider will include the nondiscrimination provisions of this section in all subcontracts entered into to fulfill its obligations under this Agreement.

4.8.2 Employment. Provider recognizes that as a government contractor with the Federal Employees Health Benefits Program and The Centers for Medicare & Medicaid Services (CMS), Regence is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action, which may also be applicable to subcontractors. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 4.9 NOTICE OF ACTIONS.** Provider will notify Regence within fifteen (15) business days of the filing of any demand for arbitration or lawsuit against Provider by a Member. Provider will provide Regence with any pertinent information related to such arbitration demands and lawsuits that is requested by Regence. In addition, Provider shall promptly notify Regence of any legal or governmental action initiated against Provider, its employees, or its staff that could affect this Agreement or Provider's performance of this Agreement, including, but not limited to, any action for professional negligence brought by a Member, fraud, or violation of any law or against any license, certification, or accreditation.
- 4.10 QUALITY MANAGEMENT.** Provider shall comply with the requirements of and participate in Regence's and/or other Payor's quality improvement program as specified on the Provider Web Site. Provider will provide quality improvement information pertaining to Provider and Provider's staff to Regence at Regence's request.
- 4.11 UTILIZATION REVIEW.** Regence utilizes processes and systems for Utilization Management and quality management consistent with applicable federal and state laws, to promote adherence to accepted clinical standards and to encourage Participating Providers to avoid unnecessary and/or wasteful costs while acting in a manner consistent with sound medical judgment. To this end, Provider agrees to participate in, and to abide by Regence's Utilization Review, patient management, quality improvement processes and programs, and all other related programs as modified from time to time with respect to all Members as specified on the Provider Web Site.
- 4.12 REFERRALS.** Provider agrees to refer Members only to Participating Providers, regardless of Member Contract, except in cases of an emergency. For the purpose of providing quality care to Members, Provider will notify Regence of any referral to a Non-Participating provider. In the event of referral to any Non-Participating provider and as permitted by law, Regence may hold Provider financially responsible for the cost of any resulting claims.
- 4.13 INFORMATION AND RECORDS.**
- 4.13.1 Maintenance and Retention of Records.** Provider will maintain medical and administrative records related to services provided to Members for a period of ten (10) years from the date of service or such longer period as required by state and federal law for retention of medical records.

Provider shall maintain Member medical records in a format that documents diagnosis, assessment, continuity of care and follow up, in conformity with generally accepted community standards.

Provider will maintain a contemporaneous, written record of all treatment for which payment is requested that supports the diagnosis, shows that the treatment was Medically Necessary and demonstrates that the services were indeed performed by Provider on the date claimed. Any alterations or amendments to these contemporaneous records must include the date and time of the alteration or amendment, be signed by the person making the alteration or amendment, refrain from obliterating or obscuring any prior documentation and be clearly identified and identifiable as an amendment or alteration. Regence may deny claims in those cases where, in Regence's sole discretion,

there is inadequate documentation of the services rendered, in which case Provider shall not bill the Member.

During an audit or review involving Provider's records, such records must be retained until all issues related to the audit are resolved. If the audit results in a good faith determination that the Provider engaged in a pattern of fraudulent or improper billing practice in violation of state law, federal law, or any provision of this Agreement or the Provider Web Site, Provider shall reimburse Regence for its reasonable costs incurred in conducting the audit.

4.13.2 Audit and Access to Records. Provider will provide Regence access to Member medical records, including access to electronic medical records (EMR), and will allow Regence to make or obtain copies of medical and administrative records directly related to services rendered to Members for purposes that may include, but are not limited to: Utilization Management, quality management, Medicare Stars ratings, risk adjustment, appropriateness of billing, Medical Necessity, credentialing and recredentialing, appeals, or other activities necessary to support the administration of a Member Contract or this Agreement. Access to, or copies of, records described in this section, including electronic records, shall be provided at no charge to Regence, Payors, or Members. Additionally, no subscription fee(s) will be assessed for use of the facility's EMR system. If provider uses a vendor for records acquisition all fees related to a records request, will be the responsibility of the Provider. This provision will survive the termination of this Agreement.

4.13.2.1 Access to Records at Provider Locations. Provider agrees to provide Regence access to records at their location, upon written request by Regence no less than three (3) business days in advance, except when Regence determines there is a significant quality of care issue or risk that the Provider's documents may be altered, created or destroyed. In such case, Provider shall provide Regence with access to locations or records upon twenty-four (24) hours' notice.

4.13.2.2 Record Requests by Regence. Upon written request by Regence, Provider agrees to provide records not otherwise available through access to Provider's EMR within fourteen (14) calendar days of Regence's request for pre-pay reviews. For post-pay audits, Provider agrees to provide records not otherwise available through access to Provider's EMR within thirty (30) days of Regence's request. The request to Provider from Regence and the records submitted from Provider shall include dates of service, name of Member, diagnosis, description of services provided, any supporting documentation, medical and billing records. Records not produced in response to a request for a pre-pay review or a post pay audit within the time frame specified above will be deemed non-existent and will not be processed or paid until all requested records are received. For prepayment reviews or post payment audits, any statutory or contractual requirements for penalties and interest related to late claim payments will be made consistent with the date that Regence received from the Provider all the records that were requested relative to its review/audit. Provider shall send Regence copies of any records requested at no cost to Regence, Payors, or Members. Regence will limit the request to those records necessary to perform the audit.

4.13.2.3 Release of Records. Provider agrees to accept from Regence or its designee, as a legally sufficient release of Members' medical records, Members' participation under a Member Contract, and Regence will not be required to obtain additional medical release from a Member in order to access or make copies of Members' medical records. This provision will survive the termination of this Agreement.

- 4.13.2.4 Compliance.** Record access and review will comply with all laws, statutes, and regulations pertaining to the confidentiality of Member records. These rights shall survive termination of this Agreement. Regence's remedies for the Provider's failure to cooperate with the record access and requests shall include, but not be limited to, one hundred percent (100%) review of Provider's current and future claims and supporting documentation prior to payment; recovery of payments made to Provider for past inappropriately billed claims, including denial of future inappropriately billed claims; and/or immediate termination of Provider's agreements with Regence.
- 4.14 SUBCONTRACTORS.** In the event Provider subcontracts with subcontractors for provision of Covered Services to Members, with the expectation of receiving payment directly or indirectly from Regence, such subcontractors must agree to abide by all appropriate provisions set forth in this Agreement, including, but not limited to, Section 5.9. As applicable under State and/or Federal Law, Regence reserves the right to review, approve, suspend or terminate any subcontracts as they pertain to Covered Services provided to Members.
- 4.15 PROVIDER DISCRETION.** Provider may decline to accept any Member whom Provider has previously discharged from care and may decline to accept a Member for professional reasons. Provider may withdraw from care of a Member when, in their professional judgment, it is in the best interest of the Member to do so.
- 4.16 PROVIDER-PATIENT RELATIONSHIP.** Please refer to the attached state addendum.
- 4.17 PRIOR AUTHORIZATION.** Provider shall obtain prior authorization, when such authorization is required and within the specified time period and in the manner specified on the Provider Web Site, prior to rendering applicable services to Members. Provider shall obtain prior authorization before delivering any services beyond those originally authorized. Except in the event of emergency, Regence is not obligated to compensate Provider for services provided when Provider has not first obtained a required prior authorization or approval from Regence.
- 4.18 ACCESSIBILITY.** Provider will provide or arrange for the provision of Covered Services to Members twenty-four (24) hours a day, seven (7) days per week.
- 4.19 LABORATORY SERVICES.** Upon request by Regence, Provider will provide full laboratory test values and/or data, that support initiatives including, but not limited to, HEDIS measures, Medicare Stars measures, or other quality programs and initiatives at no charge to Regence, Payor, or Member no later than 10 business days following discharge or completion of summaries by attending physicians.
- 4.20 DATA ACCURACY.** Provider agrees to provide Regence with what Provider believes is, to the best of its knowledge, accurate, complete, and truthful claims and encounter data. The claims and encounter data supplied by Provider to Regence will contain International Classification of Diseases, Tenth Revision, Clinical Modification ("ICD-10-CM") diagnosis codes accurately reflecting the diagnoses documented in the accompanying medical record.
- 4.21 MEMBERS TO BE HELD HARMLESS**
- 4.21.1 Member Hold Harmless.** Please refer to the attached state addendum.
- 4.21.2 Continue Providing Services.** Please refer to the attached state addendum.
- 4.21.3 Member Contract.** Please refer to the attached state addendum.
- 4.21.4 Charges to Members.** Please refer to the attached state addendum.
- 4.21.5 Survival of Termination.** Please refer to the attached state addendum.

4.21.6 Provider Contracts with Other Health Care Professionals. Please refer to the attached state addendum.

V. PAYMENT AND BILLING

5.1 PAYMENT FOR COVERED SERVICES. Regence or Payor will reimburse Provider for Covered Services provided to Members in accordance with payment terms set forth and attached to this Agreement. Regence or Payor will not be liable to Provider for payment of applicable Coinsurance, Copayment, or Deductibles or for charges for Provider Services that are determined to be Non-Covered Services. Except as otherwise set forth in Section 5.7, Provider agrees to accept payment, subject to medical and reimbursement policies, as payment in full, whether that amount is paid in whole or in part by the Member, Regence, a Payor, or any combination of third-party Payors that may pay before Regence in the order of benefit determination.

Except as allowed by law, Regence or Payor will not make retroactive denials of Covered Services that were preauthorized or concurrently certified as Medically Necessary unless Regence or Payor finds in good faith that the information supplied for review was substantially inaccurate, incomplete, or misleading, when services submitted on a claim differ from the services approved in the prior-authorization, or the Member was ineligible for Covered Services when the service or supply was provided..

5.2 PAYMENT FOR INELIGIBLE MEMBERS. Except as required by law, neither Regence nor Payor is obligated to make payment to Provider for services provided to any individual who is not, at the time such services are rendered, a duly eligible Member. The fact that an individual possesses an identification card shall not obligate Regence or Payor to pay for or provide coverage if, on the date(s) that such services were rendered, the individual is, or is later found to have been, ineligible for coverage under a Member Contract. Authorization by Regence or Payor to provide services to Members does not guarantee that the Member is eligible for benefits on the date of service and/or that the services furnished are Covered Services under the Member Contract.

5.3 PROMPT PAYMENT OF CLAIMS. Please refer to the attached state addendum.

5.4 COPAYMENTS, COINSURANCE, AND DEDUCTIBLES. Provider will not bill, charge, collect a deposit from, seek remuneration or payment from, or require pre-payment by Members as a condition to rendering Covered Services except for amounts attributable to Copayments, Deductibles, and/or Coinsurance. In the event Provider collects Copayment, Coinsurance, or Deductibles prior to delivery of Covered Services, Provider agrees to refund to Member any overpayments paid by Member within thirty (30) days after receiving a determination of the claim by Regence or Payor. Regence or Payor shall be responsible for only the amount due for Covered Services rendered to a Member less the Member's Copayment, Coinsurance, and/or Deductible, as applicable. Except for infrequent and isolated waivers for charitable purposes, Provider shall charge to and make reasonable attempts to collect from Members all Copayments, Coinsurance and Deductibles. The parties agree that Regence may deny all or part of claims if Provider fails to make a reasonable attempt to collect Copayments, Coinsurance and Deductibles.

5.5 OVERPAYMENTS AND ADJUSTMENTS.

5.5.1 Overpayments. Please refer to the attached state addendum.

5.5.2 Refunds and Adjustments. Please refer to the attached state addendum.

5.6 CLAIM SUBMISSION. Please refer to the attached state addendum.

5.7 COORDINATION OF BENEFITS. Regence and Provider will cooperate to exchange information relating to coordination of benefits with regard to Members and will comply with the following requirements.

- 5.7.1 Regence or Payor as Primary Payor.** When a Member's coverage under Regence or Payor is determined to be primary under applicable coordination of benefits rules, Regence or Payor shall pay Provider in accordance with this Agreement for Covered Services provided to Member without regard for the obligations of any secondary Payors.
- 5.7.2 Regence or Payor as Secondary Payor.** Provider will bill a payor which may be primary under applicable coordination of benefits rules for Covered Services provided to Members when information regarding such primary payor becomes available to Provider and whenever so requested by Regence. Provider will notify Regence when it obtains information regarding such primary payor and will make such information available to Regence. When another payor is primary, Provider will follow that payor's billing rules, including but not limited to the primary payor's limitations on billing. When it is determined that a Member's coverage, under Regence or Payor, is secondary under applicable coordination of benefits rules, Regence or Payor will pay Provider an amount no greater than that which, when added to amounts payable to Provider from other sources under applicable coordination of benefits rules, equals one hundred percent (100%) of Provider's payment for Covered Services pursuant to this Agreement, but may be less as determined by the terms of the Member Contract. Regence will not reimburse claims submitted more than 60 days after payment by the Primary Payor in adherence with CMS regulation or as required by law.
- 5.8 APPROPRIATE BILLING.** Provider agrees to use the most appropriate, current, and specific coding when billing for services rendered. Provider will not engage in misleading billing practices or otherwise interfere with timely and accurate claims adjudication. Such practices include, but are not limited to:
- a. Billing for services not rendered by the Provider, or entities legally owned and operating under Provider's tax identification number and national provider identifier (NPI).
 - b. Billing for services that cannot be substantiated from written or electronic medical records;
 - c. Failing to supply information requested by Regence for claims adjudication;
 - d. Incorrect coding such as but not limited to MS-DRG, CPT, and Revenue coding;
 - e. Itemized bills that are not consistent with the electronic claim submission.
- 5.9 LIMITATIONS ON BILLING MEMBERS.** Provider agrees that in no event, including, but not limited to: nonpayment by Regence or Payor, determination that the services furnished were Non-Covered Services; Provider's failure to submit claims within the specified or a regulated time period; Regence or Payor's insolvency; Provider's failure to comply with Regence care management, Utilization Management, and/or quality initiatives, including required pre-authorizations and other administrative requirements or guidelines; denial of payment due to Provider's failure to comply with the terms of this Agreement; and/or, breach of this Agreement by Provider will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or payment from, or have any recourse against a Member or persons acting on behalf of the Member, other than Regence or Payor, for Covered Services provided pursuant to this Agreement, except as described in Section 5.9.1 or unless the Member fails to provide coverage information.

This provision will not prohibit collection of the established Deductibles, Copayments, and Coinsurance within the terms of the Member Contract, nor will it prohibit Provider, from (a) collecting payment from third-party Payor(s) with primary or secondary responsibility in accordance with Section 5.7, or (b) collecting payment from Members for Non-Covered Services or not Medically Necessary services in accordance with Section 5.9.1.

5.9.1 Limitations on Billing Members for Not Medically Necessary or Non-Covered Services. Provider may bill a Member for Non-Covered Services or not Medically Necessary services, as determined by Regence, Payor, or their designees, only after obtaining appropriate written Member Consent, which lists the specific service, at least twenty-four (24) hours in advance of Provider services being provided. Neither Regence nor Payor shall be liable for any amounts associated with Provider services or supplies that are determined by Regence, Payor, or their designees to be Non-Covered Services or not Medically Necessary services. Provider may not bill Members for services that are deemed to be not Medically Necessary or Non-Covered through an adverse determination in any of Regence's appeal processes. In no event will Regence or Payor be responsible for any amount owed by Member to Provider for Non-Covered Services in the event that Provider is unable to collect such amount from Member.

5.9.1.1 Member Consent. At a minimum, the written Member Consent must include the following information: Member name, specific service or supply, expected date of service, condition and diagnosis, a statement informing the Member that the service or supply may be a Non-Covered Service or not Medically Necessary service, an estimation of the cost of the service, and a statement in which the Member agrees to pay for the Non-Covered Service or not Medically Necessary service. The written Member Consent must be signed by the Member, Member's guardian, or Member's authorized health care representative and maintained in the Provider's records. Provider agrees not to bill Regence, Payor, or Member any amount owed for not Medically Necessary or Non-Covered Services or supplies if Provider fails to obtain written Member Consent.

5.9.2 CONTINUATION OF LIMITATIONS. Provider agrees that (a) the provisions in Section 5.9 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members; and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and Member, or persons acting on behalf of the Member.

5.10 PROVIDER NETWORKS. Provider agrees to provide Covered Services to any Member under any Provider Network in which Provider participates pursuant to the terms of this Agreement and any addenda or exhibits attached hereto. Nothing in this Agreement gives Provider the right to participate in any new provider networks or lines of business developed by Regence.

VI. CONFIDENTIALITY

6.1 CONFIDENTIAL AND PROPRIETARY INFORMATION. As used in this Agreement, "Regence Confidential and Proprietary Information" means: (a) proprietary information of Regence in whatever form (hard-copy, electronic, on-line, encoded disk, etc.); (b) information marked or designated by Regence as confidential or proprietary; (c) claims and health information that Regence treats as confidential, including raw claims data, claim data extracts, utilization information, and health information specific to a particular Member or his/her dependents; (d) the names, addresses, and telephone numbers of all Members and employer groups; (e) this Agreement; and (f) other information provided by Regence, which Regence is obligated to keep confidential. "Regence Confidential and Proprietary Information" excludes any information now or hereafter voluntarily disseminated by Regence to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.

As used in this Agreement, "Provider Confidential and Proprietary Information" means (a) information related to an arbitration proceeding; (b) this Agreement; and (c) information marked or designated by Provider as confidential or proprietary. Provider Confidential and Proprietary Information excludes any information now or hereafter voluntarily disseminated by Provider to the

public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.

Regence Confidential and Proprietary Information and Provider Confidential and Proprietary Information collectively shall be hereafter referred to as "Confidential and Proprietary Information." Confidential and Proprietary Information may be used by Provider and Regence as follows:

- a. For patient care;
- b. For populating a Member's personal health record;
- c. For administrative, payment, and/or management functions, including, but not limited to, medical review, quality management, provider Credentialing, and peer review; and
- d. For purposes of reviewing Provider's catastrophic expenses and billing Provider's catastrophic reinsurance carrier.

6.2 NON-DISCLOSURE AND NON-USE. Each party recognizes and acknowledges that it shall, in fulfilling its obligations under this Agreement, necessarily become conversant with the other party's Confidential and Proprietary Information that is not generally available to the public and that except as otherwise allowed by law or this Agreement, it would be irreparably damaging to the relevant party and its affiliates, employees, representatives, or agents to disclose such Confidential and Proprietary Information. Either party may seek relief for breach of this Agreement.

Provider agrees that unless required by law or permitted pursuant to applicable provisions of 45 CFR parts 160 and 164, Provider shall not disclose any Regence Confidential and Proprietary Information without the prior written consent of Regence. In the event Provider's employees have the need to know such Regence Confidential and Proprietary Information for the limited purpose of performing the obligations under this Agreement, Provider shall first inform each employee of the confidential nature of the information and the relevant terms of this Agreement related to confidentiality. In the event Provider obtains consulting services from a third party that has access to this Agreement, Provider shall obtain a written confidentiality statement signed by the third party acknowledging its written agreement to be bound to the confidentiality terms of this Agreement and provide a copy to Regence within ten (10) business days.

6.3 SAFEGUARD OF CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party agrees to exercise no less care in safeguarding the other party's Confidential and Proprietary Information against loss, theft, or other inadvertent disclosure than the party exercises in safeguarding the confidentiality of its own Confidential and Proprietary Information. In no event shall either party use less than reasonable care in safeguarding the other party's Confidential and Proprietary Information.

6.4 CONFIDENTIALITY OF MEDICAL RECORDS. Provider will maintain the confidentiality of information contained in Members' medical records including Member identifiable information and will only release such records: (a) to Regence upon request and as is necessary to comply with the terms of this Agreement; (b) subject to applicable laws; (c) as necessary to other providers treating the Member; (d) to Provider's medical review committees; or (e) with the consent of the Member.

6.5 RATE INFORMATION. Notwithstanding the above, Regence may disclose to Participating Providers the information and data required to allow those Participating Providers to effectively manage the quality, care, and cost of Members Regence has attributed to them.

6.5.1 Disclosure of Rates to Members. Notwithstanding any other provision of this Agreement to the contrary, either party may disclose to Members the Member's actual or

estimated cost-sharing amount (e.g., Copayment, Deductible, and/or Coinsurance) for a Covered Service, to explain claims payment and to facilitate informed decisions regarding health care services use and cost. The parties understand that in some cases, the cost-sharing amount may be equal to the allowed amount for services under the Agreement.

- 6.6 THIRD-PARTY SERVICES.** In the event Provider utilizes any third-party service provider in any matter that involve claims data or any Provider or Regence Confidential and Proprietary information, Provider shall ensure that such third party executes a business associate agreement and complies with all applicable state and federal laws that relate to privacy. In addition, Provider shall be responsible for notifying Regence of the name and address of any third-party service providers that, in performing Provider duties, are given access to any Provider or Regence Confidential and Proprietary Information and that the third-party service provider has the authority to act on behalf of the Provider. If Provider changes such third-party service provider, Provider shall notify Regence of the change within ten (10) business days.
- 6.7 SURVIVAL.** The obligations set forth in this Article VI will survive the termination of this Agreement and shall continue for so long as either party possesses any of the other party's Confidential and Proprietary Information, regardless of the reason, or lack thereof, for termination of this Agreement.

VII. TERM AND TERMINATION

- 7.1 TERM.** The "Initial Term" of this Agreement shall be one (1) year from the Effective Date of this Agreement. Thereafter, this Agreement shall continue from year to year unless terminated.
- 7.2 TERMINATION WITHOUT CAUSE.** This Agreement, or participation in any provider network addendum attached thereto, may be terminated without cause by either party, after the Initial Term, with at least one hundred and twenty (120) days' advance written notice to the other party, in accordance with Section 9.3. This option may be exercised by either party for any reason and does not require either party to establish or prove that there is cause for the termination or to disclose the basis of its decision to the other party. Both parties agree to accept the other's decision on termination as final, without recourse to further external, internal, judicial, or arbitral process. In the event of a termination, the parties shall have no right to claim and do hereby waive and release any claim for damages that may result from or arise out of that termination, other than any claim that the parties may have for Covered Services rendered to Members prior to the effective date of the termination.
- 7.3 TERMINATION FOR CAUSE.** This Agreement may be terminated for cause due to a breach of any material term, covenant or condition at any time by either party upon at least thirty (30) days' prior written notice of such termination, in accordance with Section 9.3. Such notice shall specify the reason(s) for termination. The other party shall be provided thirty (30) days from the date of receipt of the notice of termination to correct the breach to the satisfaction of the party requesting termination. The thirty (30) day cure period may be extended upon mutual written consent of both parties. Should the breach not be corrected within the thirty (30) day cure period or any agreed upon extensions to the cure period, this agreement will terminate.
- 7.4 IMMEDIATE TERMINATION.** Notwithstanding any other provision of this Agreement, Regence may terminate this Agreement immediately upon notice to Provider, in accordance with Section 9.3, in the case of any of the following:
- 7.4.1** Expiration, suspension, restriction, revocation, or non-renewal of required federal, state, or local licensure or certificates that would affect the provision of Covered Services to Members.
- 7.4.2** Expiration, suspension, restriction, revocation, or non-renewal of Regence's licensure that would affect the ability of Regence to conduct the business of administering and funding Member Contracts.

- 7.4.3 Continued participation under this Agreement may adversely affect the health, safety or welfare of any Member.
- 7.4.4 Failure to maintain liability insurance, in amounts required by Regence's credentialing criteria.
- 7.4.5 Failure to comply completely with Regence's Credentialing or Recredentialing standards or procedures then in effect.
- 7.4.6 Debarment, suspension, or exclusion of Provider from any government-sponsored program.
- 7.4.7 Deliberate misrepresentation or falsifying any information supplied by Provider to Regence, including but not limited to medical record information.
- 7.4.8 Engagement in fraud or deception or knowingly permitting fraud or deception by another, in connection with Provider's obligations under this Agreement.
- 7.4.9 Any final legal or governmental action against Provider which impairs Provider's ability to carry out its duties and obligations under this Agreement.
- 7.4.10 Failure to comply with Regence's care management programs, Utilization Management, and Quality Improvement Activities.
- 7.4.11 Failure to comply with the provisions of this Agreement regarding the limitations on billing Members.
- 7.4.12 Any action or communication that fundamentally undermines or could fundamentally undermine the confidence of Members, potential Members, their employers, unions, physicians, other health care professionals, or the public in Regence or in the quality of care provided to Members.

Any termination under this provision may be appealed by Provider in accordance with Article VIII of the Agreement.

- 7.5 **CONTINUATION OF SERVICES.** Upon termination of this Agreement, Regence and Payor will direct Members to Participating Providers. Provider's obligation to provide Covered Services in accordance with the terms of this Agreement to Members will continue for a period of twelve (12) months following the termination effective date ("Continuation Period"). During this Continuation Period, the payment terms defined in the current Attachment A to this Agreement shall prevail. Continuation of Services may not be applied to providers who retire and permanently close their practice, or no longer render services in Regence's service area.
- 7.6 **OBLIGATION TO COOPERATE.** Upon notice of termination, and in accordance with Section 7.5 above, Provider will cooperate with Regence in the orderly transfer of Members' care, including the provision of copies of records to other Participating Providers, at no charge to Regence, Payors or Members. The parties will cooperate on promptly resolving any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. This provision will survive termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may seek damages for breach of this provision.
- 7.7 **NOTICE TO MEMBERS.** Upon notice of termination of this Agreement, Regence will provide notice of the impending termination to Members currently under the treatment of Provider. In the event of immediate termination, Regence will notify its Members as soon as is practical of Provider's termination. Provider agrees to refrain from any action that interferes with the relationship between Regence and its existing or prospective Members or Participating Providers.

VIII. DISPUTE RESOLUTION

- 8.1 MEMBER COMPLAINTS.** Provider agrees to cooperate fully with Regence in the investigation and resolution of Member complaints and grievances concerning health care services provided under this Agreement. Upon request, Provider will furnish Regence with a copy of its procedures for handling Member complaints.
- 8.2 INTERNAL PROVIDER APPEAL PROCESSES.** Please refer to the attached state addendum.
- 8.3 POST-APPEAL PROCESSES.** Please refer to the attached state addendum.
- 8.4 FAILURE TO TIMELY APPEAL.** If the disputing party (i.e., the party that requests or initiates the post-appeal process) fails to request or initiate a post-appeal process as required by this Agreement, and within the time frames prescribed in this Agreement, Regence's last determination on the disputed issue(s) shall be deemed final and binding. In addition, the disputed issue(s) shall be conclusively deemed to have been waived by the disputing party and shall not be the subject of any further post-appeal process. Once the decision is deemed final, nothing in this Agreement shall prevent the prevailing party from pursuing remedies available to it, including without limitation a judicial remedy, to collect any amounts owed to it by the other party. Also, nothing in this Agreement shall prevent a party from asserting defenses, claims, causes of action, or demands in response to a post-appeal process initiated by the disputing party. This provision shall survive termination of this Agreement.
- 8.5 PRECEDENTIAL EFFECT OF DECISIONS.** The parties agree that any disputes that arise under this Agreement shall be considered independently and on their own merits without regard for any other determination made by a third party through one of the post-appeal processes or by Regence through the internal provider appeal process or otherwise. The parties agree that none of the determinations made under this Agreement through one of the dispute resolution processes described above shall be used as precedent for other disputes that may arise between Regence and any Participating Provider or between Regence and any third party. This provision shall survive termination of this Agreement.

IX. GENERAL PROVISIONS

- 9.1 AMENDMENTS WITH NOTICE.** Regence may amend this Agreement by providing ninety (90) days' prior written notice to Provider in accordance with Section 9.3.2. If Provider objects to the amendment, Provider may terminate the Agreement by giving Regence written notice no later than thirty (30) days after receipt of the written notice of the amendment. Said termination shall be effective at the end of the ninety (90) day notice period, unless within sixty (60) days of the date of the notice of amendment, Regence gives Provider written notice that it will not implement the amendment. Regence reserves the right to update any document, attachment or addendum to this Agreement or to restate the Provider's network participation status and will provide such notice with no less than ninety (90) days' prior written notice to Provider.
- 9.2 AMENDMENTS REQUIRED BY LAW.** If state or federal laws or regulations require a change to any provision of this Agreement, this Agreement will be deemed amended to conform to the law or regulation on the date the law or regulation becomes effective. Regence will use reasonable efforts to provide Provider prior written notice of such changes.
- 9.3 NOTICES AND COMMUNICATION BETWEEN THE PARTIES.**
- 9.3.1 Notices/Communications Containing Confidential and/or Protected Health Information.** If a notice or communication includes information that is Confidential and Proprietary Information to either or both parties and/or that includes Protected Health Information ("PHI") as defined under Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201 et seq.), then the following restrictions must be observed when communicating such information:

- a. U.S. mail/certified mail/overnight delivery—No additional requirements.
- b. Provider Web Site—Not a permitted method of notice or communication for confidential information and PHI, unless the web site is secured or the information is appropriately encrypted.
- c. Electronic mail—Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.
- d. Facsimile Transmission—The information must be prefaced by a formal cover sheet noting the confidentiality of such information.

9.3.2 All Other Notices. Notices and communications between the parties, which are necessary for the proper administration of this Agreement, will be communicated via regular U.S. mail, Provider Web Site or electronic mail, and when applicable, in accordance with Section 9.3.1, with the exception of notices related to termination or requests for mediation or arbitration, which must be sent via certified mail, return receipt requested to the address defined in Section 9.3.4.

9.3.3 When Made. Notices and communications will be deemed to have been made on the date of certified delivery, date postmarked, or electronically date stamped based on the method of notice specified in Section 9.3.

9.3.4 Address for Notices. Notices and communications required under this Agreement to Provider shall be sent to: (a) the postal address of Provider's billing service location; or (b) the electronic mail address designated by Provider for electronic notices, indicated on the signature page of this Agreement. Notices to Regence shall be sent to the Contract Notice address listed in the Contact Us section of the Provider Web Site.

9.3.4.1 Notice of Change in Regence Address. Regence agrees to provide ninety (90) days' advance written notice to Provider of a change in Regence's mailing address.

9.3.4.2 Notice of Change in Provider Address. Provider agrees to provide ninety (90) days' advance written notice to Regence of a change in: (a) Provider's physical address, (b) Provider's billing address, and/or (c) Provider's electronic mail address.

9.4 USE OF NAME. Provider consents to the use of Provider's name and other identifying and descriptive material in provider directories. Provider consents to Regence's use of Provider's name on Regence's web site, directories, or lists to identify Provider as contracted. Any other use of Provider's name and other identifying and descriptive material by Regence requires review and written approval by Provider prior to use. Any use of Regence's names, logos, trademarks, or service marks in promotional materials or similar use requires review and written approval by Regence prior to use. Regence consents to Provider's use of Regence's name on Provider's web site, directories, or lists to identify Regence as a health plan with whom Provider is contracted.

9.5 INDEMNIFICATION. To the extent not otherwise inconsistent with the laws of the relevant jurisdiction, each party will indemnify and hold harmless the other and its officers, directors, agents, and employees, individually and collectively, from all fines, claims, demands, suits, or actions of any kind or nature arising by reason of the indemnifying party's negligent or intentional acts or omissions in the course of its performance of its obligations under this Agreement.

9.6 SEVERABILITY. If any provision of this Agreement is determined unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

- 9.7 BANKRUPTCY.** If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of federal or state law. Any such suspension of further performance by a non-filing party will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.
- 9.8 ASSIGNMENT.** Neither party shall assign any rights or delegate any obligations hereunder without the written consent of the other party, provided, however, that any reference to Regence herein shall include any successor in interest and that Regence may assign its duties, rights, and interests under this Agreement in whole or in part to a Regence affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.
- 9.9 WAIVER OF BREACH.** Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of that same or different provision. No party will be deemed to have waived that party's rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative.
- 9.10 FORCE MAJEURE.** Neither party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control, including, without limitations, acts of God, war, or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The parties shall make a good faith effort, however, to assure Members have access to Provider services consistent with applicable law, despite such events.
- 9.11 GOVERNING LAW / VENUE.** Please refer to the attached state addendum.
- 9.12 ENTIRE AGREEMENT/SUPERSESSION.** This Agreement and its exhibits, attachments, amendments and addenda constitute the entire Agreement between the parties with regard to the subject matter herein and supersede any prior written or oral agreements between the parties or their affiliates with regard to the same subject matter.
- 9.13 CHANGES TO MEMBER CONTRACTS.** Regence or Payor may change, revise, modify or alter the form and/or content of any Member Contract without prior approval and/or notice to Providers. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Contract.
- 9.14 AUTHORITY TO BIND PROVIDERS.** Each of the persons executing this Agreement on behalf of Regence and Provider represents and warrants that he or she has the authority to bind his or her respective principals and affiliates listed in Attachment B as applicable and that the respective Parties have the full authority to bind all relevant parties, agents, and affiliates to the terms referenced in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

UNDER PENALTIES OF PERJURY, I (Provider) certify that:

1. The number(s) shown on this form or otherwise set forth on a subsequent Attachment to this Agreement is/are the correct taxpayer identification number (or Provider is waiting for a number to be issued), **and**
2. Provider is not subject to backup withholding **(a)** exempt from backup withholding, or **(b)** have not been notified by the Internal Revenue Service (IRS) that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified Provider that it is no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SAN JUAN COUNTY EMERGENCY SERV

REGENCE BLUECROSS BLUESHIELD OF UTAH



Signature of Authorized Representative

Signature of Authorized Representative

Print Name

Eric Hales, VP Network Management

Name and Title of Authorized Representative

Title

Date

Date

Name of Provider as it corresponds to this Taxpayer Identification Number

876000305

Taxpayer Identification Number

Email Address

**REGENCE BLUECROSS BLUESHIELD OF UTAH
PARTICIPATING ANCILLARY PROVIDER AGREEMENT
UTAH STATE ADDENDUM**

This Addendum to the Participating Ancillary Provider Agreement (the "Agreement") is entered into and made part of the Agreement between Regence BlueCross BlueShield of Utah ("Regence") and **GROUND AMBULANCE PROVIDER** ("Provider"), to recognize additional provisions that apply to Member Contracts sponsored, issued or administered by, or accessed through Regence that may be subject to regulation under Utah law; and for which Utah laws may control.

Regence and Provider each agree to be bound by the terms and conditions contained in this Addendum. In the event of a conflict or inconsistency between this Addendum and any term or condition contained in the Agreement, this Addendum shall control. This Addendum will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, effective as of the date of such changes. Except as specifically amended herein, all terms and conditions of the Agreement remain in effect.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

1.7 MEDICALLY NECESSARY or MEDICAL NECESSITY:

- A. Health care services or supplies that a physician or other health care professional, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, injury, disease, or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site, and duration, and considered effective for the patient's illness, injury, or disease; (c) not primarily for the convenience of the patient, physician, or other health care professional; and (d) not more costly than an alternative service or sequence of services or supplies that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in applicable peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of physicians and other health care professionals practicing in relevant clinical areas and any other relevant factors.
- B. When a medical question-of-fact exists, Medical Necessity shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and that is known to be effective.
 - 1. For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence.
 - 2. For established interventions, the effectiveness shall be based on scientific evidence, professional standards, and expert opinion.

For purposes of this definition, "scientific evidence" shall mean (a) scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or (b) findings, studies, or research conducted by or under the auspices of federal government agencies and/or nationally recognized federal research institutes. Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 3.1 PAYMENT.** Regence or Payor will compensate the Provider for Medically Necessary Covered Services provided to Members in accordance with this Agreement and Regence's or Payor's claims payment policies.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.2 COMPLIANCE WITH POLICIES AND GUIDELINES.** Provider will comply with rules, guidelines, policies, and procedures whether outlined in this Agreement, or Provider Web Site. To the extent of any inconsistency between this Agreement and the Provider Web Site, this Agreement shall control. Regence may revise the rules, guidelines, policies, and procedures with sixty (60) days' notice. If Provider objects to a change in rules, guidelines, policies, and procedures on the Provider Web Site, Provider may elect to terminate this Agreement pursuant to Article VII of this Agreement.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.16 PROVIDER-PATIENT RELATIONSHIP.** Providers will maintain the provider-patient relationship with Members, and Providers will be solely responsible for medical advice to and treatment of Members and for the provision of all health care services set forth in the Member Agreement, in accordance with accepted professional standards and practices. Providers may freely communicate with Members regarding available treatment options, including medication treatment options, regardless of benefit limitations or exclusions in the applicable Member Agreement.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.21.1 Member Hold Harmless.** Provider hereby agrees that in no event, including, but not limited to, nonpayment by Regence, Regence's insolvency, or breach of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or person acting on their behalf, other than Regence, for services provided pursuant to this Agreement. This provision does not prohibit collection of Deductibles, Coinsurance, Copayments, and/or payment for Non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Members in accordance with the terms of the Member's Member Contract.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.21.2 Continue Providing Services.** Provider agrees, in the event of Regence's or Payor's insolvency, to continue to provide Covered Services as promised in this Agreement to Members under the Provider's care until the earlier of (i) ninety (90) days after the date of filing of a petition for rehabilitation or the petition for liquidation; or (ii) the duration of the period for which premiums on behalf of the Member were paid to Regence or Payor or; (iii) the end of the term of this Agreement. The provision of such services and the payment to Provider for these services will be subject to the applicable terms of this Agreement and Utah Code 31A-45-301, on the same basis as those services provided prior to insolvency.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.21.3 Member Contract.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Contract.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.4 Charges to Members. In no event will the charge to a Member for Deductibles, Coinsurance or Copayments exceed the amounts established by Regence or Payor, subject to the terms of the "Coordination of Benefits" section of the Agreement.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.5 Survival of Termination. Provider further agrees that (i) the above provisions will survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members, and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and Member or persons acting on their behalf.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.6 Provider Contracts with Other Health Care Professionals. If Provider contracts with other health care providers who agree to provide Covered Services to Members of Regence or Payor with the expectation of receiving payment directly or indirectly from Regence or Payor, such providers must agree to abide by the above provisions.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.3 PROMPT PAYMENT OF CLAIMS. Regence will pay or deny clean claims in accordance with the prompt payment rules set forth in applicable Utah state law. If Regence requires additional information to process a claim, Provider will provide such information at no charge. Once additional information is received by Regence, Regence will process the claim in accordance with the standards required by Utah state law. For purposes of this Section 5.3, a "clean claim" is a claim for Covered Services that (a) is timely received by Regence; (b) has a corresponding referral (in electronic format), if required for the applicable claim; (c) is submitted electronically; (d) uses only permitted standard code sets (e.g., CPT-4, ICD-9/10, HCPCS) and has all the elements of the standard electronic formats, as required by applicable federal authority and state regulatory authority; (e) is a claim for which Regence is the primary Payor, or for which Regence's responsibility as a secondary Payor has been established; (f) contains no defect or error that would affect the adjudication of the claim; (g) includes supporting documentation sufficient for Regence to make a payment determination; and (h) is under a Member Contract for which all applicable premiums have been paid.

Notwithstanding the foregoing, neither Regence nor Payor will be subject to interest, penalties, or late fees that may be established by Utah state law for clean claims for Covered Services provided to Members pursuant to a Member Contract with, or on behalf of, the federal government or otherwise pursuant to federal law including, but not limited to, those under the Federal Employees Health Benefits Program, Medicare, and self-funded health plans.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.5.1 Overpayments. Regence or Payor may request a refund from Provider of a payment previously made to satisfy a claim within twelve (12) months after the date that the payment was made or, in the case of a claim involving the coordination of benefits, within twenty-four (24) months of such date. Any such request must be in writing and must specify why Regence or Payor believes that Provider owes the refund. In the case of a claim involving the coordination of benefits, the request must include the name and mailing address of the other entity that has primary responsibility for payment of the claim. If Provider fails to contest a refund request in writing to Regence or Payor within thirty (30) days of receiving the request, the request is deemed accepted and Provider

must pay the refund within thirty (30) days after the request is deemed accepted. If Provider has not paid the refund within thirty (30) days after the request is deemed accepted, Regence or Payor may recover the amount through an offset to a future claim. The parties agree that this Section does not apply in cases of fraud.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.5.2 Refunds and Adjustments. Provider may request additional payment from Regence or Payor to satisfy a claim within twelve (12) months after the date that the payment was made or, in the case of a claim involving the coordination of benefits, within twenty-four (24) months of such date. Any such request must be in writing and must specify why Provider believes that Regence or Payor owes the additional payment. In the case of a claim involving the coordination of benefits, the request must include the name and mailing address of any entity that has disclaimed responsibility for payment of the claim. The original claims decision will be final and binding unless Provider requests additional payment within the twelve (12) or twenty-four (24) month time periods, as applicable. The parties agree that this does not apply in cases of fraud.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.6 CLAIM SUBMISSION. Provider agrees to submit claims for Covered Services electronically, as prescribed by Regence, CMS regulation or as required by law. Claims shall be submitted within one hundred twenty (120) days or as otherwise required by law: (a) from the date of discharge for inpatient claims; (b) from the date of service for outpatient claims; (c) from the last date of service when episodes or series of services are provided by Provider; or (d) of Provider receiving explanation of payment from the primary Payor when Regence is the secondary Payor. Except as otherwise set forth in Section 5.7, claims not submitted within the specified time frame(s) shall be disallowed and the Provider shall not bill the Member, Regence, or Payor for services or supplies associated with such claims. In the event of an audit, the itemized bill for such claims must be consistent with the submitted claim in both units of service and dollars. If the audit finds that the claim is not consistent with the itemized bill, any units of service or dollars not accurately represented will be denied.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

8.2 INTERNAL PROVIDER APPEAL PROCESSES. Regence shall maintain one or more internal provider appeal processes to adjudicate disputes that may arise between a Participating Provider and Regence. Regence's internal provider appeal processes are set forth on the Provider Web Site, which is incorporated herein by reference. Unless otherwise indicated herein or in the Provider Web Site, the Participating Provider must exhaust the applicable provider appeals process before initiating any of the post-appeal processes set forth herein.

If the Participating Provider submits a dispute to the internal provider appeal process, and Regence fails to render a timely decision based on the time frames described in the Provider Web Site, Provider may bypass the provider appeal process and proceed directly to one or more of the post-appeal processes described below.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

8.3 POST-APPEAL PROCESSES. If, after the exhaustion of the applicable internal provider appeal process, either party is dissatisfied with the outcome of the internal provider appeal and wants to further dispute the issue(s), the disputed issue(s) must be submitted to one or more of the processes as described below. Any prerequisites to initiating one of the processes described below must be met before the process can be initiated.

8.3.1 Binding External Review. For disputes that have exhausted the billing dispute and Medical Necessity/investigational procedure appeal process, the Participating Provider may elect to resolve the disputed issue(s) by binding external review, if certain conditions are met. In all cases, if a dispute is submitted to external review, the decision of the external reviewer is binding and is the final decision on the disputed issue. Disputes submitted to external review shall not be submitted to mediation or arbitration as provided herein. A description of the external review process and any prerequisites to initiating the external review process can be found on the Provider Web Site. Disputes that do not meet the criteria to be submitted to binding external review may be submitted to binding external review only upon mutual written agreement of the parties.

8.3.2 Mandatory Non-Binding Mediation. For disputes that have not been or cannot be submitted to external review, the disputed issue(s) must be submitted to mandatory non-binding mediation prior to seeking arbitration. Mandatory non-binding mediation must be requested within sixty (60) days following the date of Regence's decision on Provider's last internal provider appeal. Where Provider is allowed to bypass the internal provider appeal process as provided herein, mandatory non-binding mediation must be requested within sixty (60) days from the last day Regence has to timely respond to a dispute. Provider and Regence shall each bear their own costs of mediation and shall split equally the costs of the third-party mediator.

8.3.3 Binding Arbitration. If, after exhausting Regence's internal provider appeals process and mandatory non-binding mediation, either party is still dissatisfied with the outcome and wants to further dispute the issue(s), the disputed issue(s) must be submitted to binding arbitration. Such arbitration must be initiated by making a written demand for arbitration on the other party. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute, and the relief requested.

The arbitration shall be conducted in a city within reasonable distance of both parties and mutually agreed upon by both parties. The parties agree that the dispute shall be submitted to one (1) arbitrator mutually selected by the parties. If the parties cannot agree on an arbitrator, they shall obtain a list of ten (10) possible arbitrators from a neutral source, such as the Judicial Arbitration and Mediation Services (JAMS), and shall strike arbitrators from the list in turn, beginning with the party who won a coin toss, until only one arbitrator remains. The remaining arbitrator shall hear the dispute. The parties shall share equally the fee of the arbitrator, excluding the filing fee, if any, incurred in commencement of the proceeding. The parties shall have the right to make substantive motions. The arbitrator shall be bound by applicable federal and state law and shall render a written decision within thirty (30) days of the hearing. The arbitrator shall award the prevailing party any applicable filing fees and arbitrator's fees paid by the prevailing party. The arbitrator also may award the prevailing party attorneys' fees and costs associated with the arbitration proceeding. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

9.11 GOVERNING LAW / VENUE. This Agreement is governed by the laws of the State of Utah, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Salt Lake County, Utah. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Salt Lake County, Utah

REGENCE BLUECROSS BLUESHIELD OF UTAH DATA ACCESS, USE, AND TRANSFER ADDENDUM

This Addendum (“Addendum”), effective **September 01, 2024** (“Effective Date”) is entered into by and between Regence BlueCross BlueShield of Utah (“Regence”) and **GROUND AMBULANCE PROVIDER**, and each entity set forth on Attachment B as applicable (collectively “Provider”).

As part of the Agreement, Regence will disclose to Provider Regence Confidential and Proprietary Information, defined below, provided that the Provider agrees to the following terms of this Addendum.

I. DEFINITIONS

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** As used in this Addendum, “Regence Confidential and Proprietary Information” means: (a) proprietary information of Regence in whatever form (hard-copy, electronic, on-line, encoded disk, etc.); (b) information marked or designated by Regence as confidential or proprietary; (c) claims and health information that Regence treats as confidential, including raw claims data, claim data extracts, utilization information and health information specific to a particular Member or his/her dependents; (d) the names, addresses and telephone numbers of all Members and employer groups; (e) this Agreement; and (f) other information provided by Regence, which Regence is obligated to keep confidential. “Regence Confidential and Proprietary Information” excludes any information now or hereafter voluntarily disseminated by Regence to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.
2. **PERSON** means any natural person, corporation, limited liability company, partnership, trust, organization, association or other entity, including any government entity.
3. **REPRESENTATIVES** means directors, officers, managers, employees, partners, affiliated entities (i.e., an entity controlling, controlled by, or under common control with either Regence or Provider), subcontractors, agents, consultants, advisors and other authorized representatives.
4. **SECURITY INCIDENT** means the HIPAA Security Rule which defines a security incident as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

II. PROVIDER OBLIGATIONS

1. **Purpose and Use.** The Provider will hold the Regence Confidential and Proprietary Information in confidence and will use the Regence Confidential and Proprietary Information for the sole and limited purpose for which it was disclosed, namely, providing the services set out in the Agreement (“Purpose”). Provider shall make reasonable efforts to use, disclose and request only the minimum amount of Regence Confidential and Proprietary Information necessary to accomplish the intended purposes of the use, disclosure, or request. The Provider agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under the Agreement.

Without limiting the foregoing, the Provider will not, in whole or in part, use the Regence Confidential and Proprietary Information in either aggregate or de-identified form: (i) for any purpose other than the Purpose; (ii) to provide services to any other party; or (iii) for its own benefit to develop normative and benchmarking data, internal or external research, analysis and product development, without the prior written consent of Regence.

2. **Resale of Regence Confidential and Proprietary Information.** The Provider will not resell Regence Confidential and Proprietary Information.
3. **De-Aggregation and Identification.** The Provider will not re-identify or de-aggregate de-identified or aggregate Regence Confidential and Proprietary Information without prior written consent from Regence.

- 4. Comingling.** Unless permitted in the Agreement or with prior written approval from Regence, the Provider will not comeingle Regence Confidential and Proprietary Information with any other information or data.

III. CONFLICTS

All obligations in this Addendum are in addition to, and not a replacement of, obligations in the Agreement. Should there be a direct conflict between this Addendum and the Agreement, the Agreement shall control except with regard to Provisions II, IV, V(1), and VI as they apply to Regence Confidential and Proprietary Information.

IV. DESTRUCTION OR RETURN OF DATA

Upon termination of this Agreement, or at the request of Regence, the Provider will return or securely destroy Regence Confidential and Proprietary Information in Provider's possession, including any derivative materials containing Regence Confidential and Proprietary Information. If Provider is unable to return or destroy Regence Confidential and Proprietary Information due to legal or licensure requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, the Provider must maintain the confidentiality of the Regence Confidential and Proprietary Information until the expiration of the applicable legal or licensure requirements and then destroy or return such data.

V. CHANGE OF OWNERSHIP/CONTROL

- 1. Provider** must notify Regence immediately, but no later than 30 days, following a change of ownership or control, whether direct or indirect, of or by the Provider.
- 2. Termination.** Should there be a change of ownership or control, whether direct or indirect of or by the Provider, Regence at its option may terminate the Agreement, this Addendum, any other data sharing agreement pertaining to Regence Confidential and Proprietary Information, or Agreement. Upon termination, Provider shall return or destroy Confidential Data as described under Provision IV.

VI. RECORDKEEPING AND AUDIT RIGHTS

The Provider shall maintain complete and accurate records relating to the obligations under this Addendum, including but not limited to information, materials, records, or procedures related to (i) use, access, transfer, or disclosure of Regence Confidential and Proprietary Information; (ii) security measures related to the use, receipt, transfer, storage, maintenance, or disposal of Regence Confidential and Proprietary Information. No more than once a year, upon fifteen (15) days' notice, Regence or a Regence representative shall be allowed to inspect, to audit and to make copies of such records and interview Provider personnel to ensure compliance with the Addendum relative to the use, access, transfer and disclosure of Regence Confidential and Proprietary Information or with Provider's obligations under this Addendum.

- 1. Occurrences.** Notwithstanding the above, the parties agree that Regence may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of breaches of Provider's obligations under the Addendum, Security Incidents, or potential Security Incidents.
- 2. Costs.** Regence shall pay the costs of an audit conducted under this provision, provided that the audit does not (i) involve a Security Incident or event or potential Security Incident or event, or (ii) does not identify, as it relates to Regence Confidential and Proprietary Information, any failure to perform under this Addendum or the Agreement, breach of this Addendum or the agreement, or negligence or willful misconduct by Provider; in those circumstances, Provider shall pay the cost of the audit.

REGENCE BLUECROSS BLUESHIELD OF UTAH PART 2 PROGRAM PROVIDER ADDENDUM

This Addendum (“Addendum”), effective **September 01, 2024** (“Effective Date”) is entered into by and between Regence BlueCross BlueShield of Utah (“Regence”) and **GROUND AMBULANCE PROVIDER**, and each entity set forth on Attachment B as applicable (collectively “Provider”).

1. **Substance Use Disorder Claims and Information.** If Provider treats or diagnoses patients for Substance Use Disorders or refers patients for treatment of Substance Use Disorders and is subject to the Confidentiality of Substance Use Disorder Patient Records Rule (42 C.F.R. Part 2) as a Part 2 Program, Provider shall comply with the terms of this Addendum with respect to any claim or other communication it submits to Regence that contains Patient Identifying Information. Regence payment of such claims is contingent upon compliance with these requirements.
 - a. **Definitions.** For purposes of this Addendum, the capitalized terms “Part 2 Program,” “Patient Identifying Information,” and “Substance Use Disorder” shall have the meanings provided in 42 C.F.R. § 2.11. Other capitalized terms will have the meanings established in this Addendum or elsewhere in the Agreement, as applicable.
 - b. **Consent.** Provider is prohibited by law from disclosing Patient Identifying Information to Regence without obtaining the patient’s consent. Regence is prohibited by law from using Patient Identifying Information to pay any claim (or to process other information) in the absence of such consent. Accordingly, by submitting any claim (or other record) that contains Patient Identifying Information to Regence, Provider represents and warrants that Provider has first obtained patient consent that meets the requirements established in the Provider Web Site under Claims and Payment>Claims Submission>Other Billing Information. Regence reserves the right to deny payment of any claim (and the right to refuse to process other information) in the event that Provider fails to obtain such consent.
 - c. **Notice.** Provider is prohibited by law from disclosing Patient Identifying Information to Regence pursuant to the patient’s consent, unless it includes with the Patient Identifying Information a specific statement to notify Regence that the information is subject to Substance Use Disorder confidentiality restrictions (the “Part 2 Disclaimer”). Accordingly, Provider shall include the Part 2 Disclaimer with any claim (or other record) that contains Patient Identifying Information when submitting the claim (or other information) to Regence. Specifically, Provider shall include the Part 2 Disclaimer in the manner established in the Provider Web Site under Claims and Payment>Claims Submission>Other Billing Information. Regence reserves the right to deny payment of any claim (and the right to refuse to process other information) in the event that Provider fails to include the Part 2 Disclaimer in a communication containing Patient Identifying Information.
 - d. **Audits and Evaluations.** Upon request, Provider shall provide to Regence Patient Identifying Information that Regence deems reasonably necessary to perform evaluations, audits and health care operations, including, but not limited to, utilization review, quality assessment and improvement activities (such as collection of HEDIS data), and reviewing qualifications of health care providers. For purposes of any such request, Regence agrees that it will:
 - i. Maintain and destroy the Patient Identifying Information in a manner consistent with 42 C.F.R. § 2.16;
 - ii. Retain records that contain Patient Identifying Information in compliance with applicable federal, state, and local record retention laws; and
 - iii. Comply with the limitations on disclosure and use of Patient Identifying Information in 42 C.F.R. § 2.53(d).

Provider is permitted to make such disclosures pursuant to 42 C.F.R. § 2.53(b).

**REGENCE BLUECROSS BLUESHIELD OF UTAH
PROVIDER NETWORK ADDENDUM
Effective: September 01, 2024**

This Addendum to the Agreement between Regence BlueCross BlueShield of Utah (“Regence”) and **GROUND AMBULANCE PROVIDER** (“Provider”), is to recognize network participation and additional provisions which apply to the networks. Except as specifically amended herein, all terms and conditions of the Agreement remain in effect.

WHEREAS, All references herein to “Provider” shall mean “Physician,” “ASC,” “Provider”, “Physician or Other Health Care Professional,” “Medical Group,” “Clinic,” “EMS,” or “Hospital” as those terms are used and defined in the Agreement; and

WHEREAS, Regence and Provider are parties to the Agreement, whereby Provider agrees to provide Covered Services to Members; and

WHEREAS, Regence desires Provider to participate in the networks indicated below pursuant to the terms of this Addendum; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. PROVISIONS

- 1.1** This Addendum shall continue in effect, unless terminated according to the process set forth in the Agreement. Provider has the right to discontinue participation in any network(s) pursuant to the terms of the Agreement.
- 1.2** Provider shall admit or arrange for hospital admissions and referral services of Members only to network providers within their applicable network, unless the Member’s condition makes it impossible, the service is not available through the network, or the Member chooses care outside the network. Provider should advise the Member whenever health care services are to be obtained outside of their network that the Member may be subject to additional out-of-pocket expense. Any questions regarding network participation and benefit levels should be directed to Regence.
- 1.3** Provider agrees to accept the network payment set forth on the Reimbursement Schedule and Medicare Advantage Addendum, if applicable, as payment in full for Covered Services rendered to Members for networks in which Provider is participating as indicated below.

Provider is to participate in those networks indicated with a “Yes” below.

Participation	Commercial Networks
Yes	Participating
Yes	Preferred ValueCare
Yes	FocalPoint
Yes	Individual and Family Network
Yes	RealValue
Yes	Preferred BlueOption
Yes	Blue High Performance Network
Yes	SaveWell
Participation	MedAdvantage Networks
Yes	Regence MedAdvantage PPO

**ATTACHMENT A
GROUND AMBULANCE REIMBURSEMENT SCHEDULE
REGENCE BLUECROSS BLUESHIELD OF UTAH
FOR GROUND AMBULANCE PROVIDER**

This Ground Ambulance Attachment A to the Agreement applies to services incurred on or after **September 01, 2024**. This Reimbursement Schedule replaces and supersedes any prior reimbursement attachments, exhibits or schedules. Any term not defined herein shall have the meaning set forth in the Agreement. Reimbursement for all commercial networks that Provider participates in, according to the Provider Network Addendum, will be reimbursed according to the same terms as defined in this Reimbursement Schedule unless specifically noted otherwise.

I. DEFINITIONS

- 1.1** Allowable Billed Charges – Charges submitted by Provider for Covered Services subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies.
- 1.2** Claim - The CMS-1500, standard electronic format or successor, as required by applicable federal authority and state regulatory authority, submitted to Regence for payment to Provider for services rendered to Members.
- 1.3** Maximum Allowable – The amount that Regence agrees to pay, subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies. Provider agrees to accept as payment in full for Covered Services provided to Members.

II. REIMBURSEMENT

- 2.1** Maximum Allowable. The Maximum Allowable for Covered Services shall be the lesser of Allowable Billed Charges or the maximum ambulance rates and charges for Utah licensed ground ambulance providers as provided under provisions of the Utah Code and Administrative Rules applicable to ground ambulance billing.

III. SUPPLIES

All required supplies including but not limited to, disposable gloves, tape, bandages, syringes, specialized BLS/ALS disposable supplies, IV drug therapy, intubation, oxygen and oxygen supplies are not separately reimbursable.

IV. MISCELLANEOUS

Notwithstanding anything in the Agreement to the contrary, the parties understand and agree that services that Provider does not normally provide within its scope of business, will not be provided under the terms of the Agreement, unless mutually agreed to in writing by the parties.

V. COPAYMENT, COINSURANCE, DEDUCTIBLE

Where the Member Contract provides for payment of Copayment, Coinsurance or Deductible by the Member, payment by Regence for Covered Services shall be the Maximum Allowable less the applicable Copayment, Coinsurance and/or Deductible.

VI. TERMS

To the extent the terms of this Reimbursement Schedule are inconsistent with the terms of the Agreement or Provider Web Site, these terms apply.

VII. NON-DISCLOSURE

Provider agrees that unless required by law or otherwise allowed by the Agreement, it shall not disclose the reimbursement rates set forth in this Attachment without prior written consent of Regence. Provider acknowledges that the unauthorized disclosure of this information may cause irreparable damage to Regence and Provider agrees that Regence may seek relief for breach of the Agreement.

ATTACHMENT C**AFFILIATES & SUBSIDIARIES**

As of the effective date of this Agreement, listed below are the affiliates and subsidiaries of Regence:

Entity	Home Jurisdiction (State)
Asuris Northwest Health	WA
BridgeSpan Health Company	UT
Healthcare Management Administrators	WA
LifeMap Assurance Company	OR
Regence BlueCross BlueShield of Oregon	OR
Regence BlueCross BlueShield of Utah	UT
Regence BlueShield	WA
Regence BlueShield of Idaho, Inc.	ID
ValueCare	UT

**GROUND AMBULANCE
MEDICARE ADVANTAGE (MA) PPO
REIMBURSEMENT ADDENDUM
REGENCE BLUECROSS BLUESHIELD OF UTAH
FOR GROUND AMBULANCE PROVIDER**

This Addendum to the Agreement by and between Regence BlueCross BlueShield of Utah (“Regence”) and **GROUND AMBULANCE PROVIDER** (referred to herein as “Provider” or as otherwise defined in the Agreement) applies to services incurred on or after **September 01, 2024**.

WHEREAS, Provider has an existing Agreement to provide medical services to Regence Members, as more particularly set forth in the Agreement;

WHEREAS, Provider is entering into this Addendum to provide medical services to Regence MA Members;

WHEREAS, Regence has a contract to serve as a Medicare Advantage (MA) plan for the U.S. Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS), to administer Medicare benefits within certain counties in the Regence service areas;

WHEREAS, CMS requires Regence to incorporate additional Medicare Compliance contract language into its agreements with first tier, downstream, and related entities, including Provider; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with full understanding that the provisions contained herein may be outlined, in part or in whole, in the Agreement, the parties agree as follows:

I. DEFINITIONS

- 1.1** Allowable Billed Charges are those charges submitted by Provider for Covered Services subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies.
- 1.2** Claim is the CMS-1500 or UB-04, standard electronic format or successor, as required by applicable federal authority and state regulatory authority, submitted to Regence for payment to Provider for services rendered to Members. Covered Services must be submitted on either a CMS-1500 or UB-04 claim form as appropriate and include either the Revenue code and/or the appropriate CPT/HCPCS code(s). Provider must submit any appropriate modifiers in accordance with Medicare guidelines.
- 1.3** Covered Services are those Medically Necessary health care services and supplies provided to MA Members that which qualify for payment under the terms of a MA Subscriber Agreement, including any amendments thereto.
- 1.4** MA Member means a MA beneficiary covered under a MA PPO Subscriber Agreement that provides for Covered Services.
- 1.5** MA Subscriber Agreement is a contract between Regence or an out-of-area BlueCross and BlueShield plan and a MA PPO beneficiary or group in which Regence or the out-of-area BlueCross and BlueShield plan agrees to provide or administer Medicare Part A and B health care benefits. A MA PPO Subscriber Agreement may include contracts issued by Regence’s subsidiaries and affiliates, as well as contracts issued by any successor organization of Regence.

- 1.6** Maximum Allowable is the amount that Regence agrees to pay, subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies. Provider agrees to accept as payment in full for Covered Services provided to Members.

II. REIMBURSEMENT

- 2.1** Maximum Allowable. The Maximum Allowable for Covered Services shall be the lesser of Allowable Billed Charges or the amount set forth in Article II.
- 2.2** Reimbursement. The reimbursement for Covered Services is based upon one hundred percent (100%) of the current Medicare fee schedule for the locale where the service is provided.
- 2.3** Supplies are not eligible for separate reimbursement and will be included in the Maximum Allowable listed in Article II.
- 2.4** Default Pricing. For unlisted and/or codes which do not have Medicare fees for a Covered Service, the Maximum Allowable fee will be determined by Regence.

III. MISCELLANEOUS

- 3.1** Regence will not make any additional payment for facility or professional services based upon a rural health care designation under the Medicare program, including any designation such as a Critical Access Hospital (CAH), Physician Scarcity Area (PSA) or any other designation, unless the resulting payment is agreed to by Regence in advance and in writing.
- 3.2** Regence will make no specific payment, directly or indirectly, to Provider as an inducement to reduce or limit Medically Necessary Covered Services furnished to any particular MA Member. 42 CFR § 422.208(c)(1).
- 3.3** Consistent with all other MA Subscriber Agreements offered by Regence, Regence will follow CMS's standards in determining Medical Necessity, including, without limitation, Medicare's national coverage decisions (NCDs) and applicable local medical review policies (LMRPs).
- 3.4** Notwithstanding anything in the Agreement to the contrary, the parties understand and agree that services that Provider does not normally provide within its scope of business, will not be provided under the terms of the Agreement, unless mutually agreed to in writing by the parties.
- 3.5** Data Accuracy. Provider agrees to provide Regence with what Provider believes is, to the best of its knowledge, accurate, complete, and truthful claims and encounter data. The claims and encounter data supplied by Provider to Regence will contain International Classification of Diseases, Tenth Revision, Clinical Modification ("ICD-10-CM") diagnosis codes accurately reflecting the diagnoses documented in the accompanying medical record.

IV. TERMS

To the extent the terms of this Addendum are inconsistent with the terms of the Agreement, prior Medicare Advantage Addendum or other Medicare Advantage reimbursement and/or program terms, or Provider Web Site, these terms apply.

V. COPAYMENT, COINSURANCE, DEDUCTIBLE

Where the MA Subscriber Agreement provides for payment of Copayment, Coinsurance or Deductible by the MA Member, payment by Regence for Covered Services shall be the Maximum Allowable less the applicable Copayment, Coinsurance and/or Deductible.

VI. NON-DISCLOSURE

Provider agrees that unless required by law or otherwise allowed by the Agreement, it shall not disclose the reimbursement rates set forth in this Addendum without prior written consent of Regence. Provider acknowledges that the unauthorized disclosure of this information may cause irreparable damage to Regence and Provider agrees that Regence seek relief for breach of the Agreement.

**REGENCE
MEDICARE ADVANTAGE PROVIDER COMPLIANCE ADDENDUM**

Provider, as a first-tier, downstream, or related entity (“FDR”) defined within the Medicare Advantage Provider Compliance Addendum to the Participating Agreement, acknowledges that it is an FDR and agrees to review and comply with CMS requirements and Regence’s Medicare Advantage Compliance Requirements located in the Administrative Manual on the provider website regence.com, which may be amended from time to time.

REGENCE MEDICARE ADVANTAGE SEQUESTRATION ADDENDUM

This Medicare Advantage Sequestration Addendum to the Agreement and any and all amendments, addenda, attachments or exhibits to the Agreement, by and between Regence and the Provider named therein, as that term is defined below, effective for services provided on or after **September 01, 2024**:

WHEREAS, All references herein to "Provider" shall mean "ASC," "Clinic," "Facility," "Hospital," "IPA," "EMS," "Medical Group," "Physician," "Physician or Other Health Care Professional," "Practitioner," "Provider" or as otherwise defined in the Agreement as those terms are used and defined in the Agreement; and

WHEREAS, All references herein to "Regence" shall mean "Regence BCBSO," "Company," "The Plan," "Organization," or any additional alternate reference term, as those terms are used and defined in the Agreement; and

I. RECITALS

- 1.1. Regence desires to amend the Agreements to address changes in Provider compensation payable under the Medicare Advantage program to account for (i) the federal sequestration announced for 2013, and (ii) other future unplanned, unforeseen, or unusual events.
- 1.2. Therefore, in consideration of those premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions set forth in this Addendum.

AGREEMENT

II. DEFINITIONS

For purposes of this Addendum, the following terms will have the following stated meanings. Any term not defined in this Addendum will have the meaning given to the term in the Agreement.

- 2.1 Advance Monthly CMS Payments means the advance monthly payments that are made by CMS to Regence, in Regence's capacity as a Medicare Advantage organization, in return for providing Covered Services to MA Members during those months.
- 2.2 Advance Payment Adjustment means the amount of any reduction in the Advance Monthly CMS Payments that are made by CMS to Regence, expressed as a percentage reduction from the amount of the Advance Monthly CMS Payments that Regence would have otherwise received in the absence of the reduction, and that is caused by or that results from any unplanned, unforeseen, or unusual budgetary event that was not contemplated by Regence, or that was not contemplated by Provider, or that was not contemplated by both Regence and Provider, when Regence and Provider agreed upon the Medicare Advantage Compensation that is otherwise applicable or payable to Provider under the Agreement. Unplanned, unforeseen, or unusual events include without limitation any state or federal budgetary sequestrations, any changes in state or federal law or policy, any mid-year budget adjustments, or any unanticipated taxes or fees that cause a reduction in the Advance Monthly CMS Payments otherwise due to, or expected to be received by, Regence.
- 2.3 Medicare Advantage Compensation means the compensation payable under the Agreement by Regence to Provider in return for providing Covered Services to MA Members.

III. COMPENSATION

The Medicare Advantage Compensation paid to Provider for Covered Services received by MA Members during a particular month will be reduced by the same percentage as, or by such lower percentage as Regence may determine in Regence's sole discretion, any Advance Payment Adjustment imposed upon or levied against the Advance Monthly CMS Payments that are paid to Regence during that month. For example, if a federal budgetary sequestration reduces the Advance Monthly CMS Payments paid to Regence by 2% during the months of April and May of a particular year, then the Medicare Advantage Compensation payable under the Agreement to Provider for any Covered Services received by MA Members during April and May of that year will also be reduced by 2%, or by such other lower percentage that Regence may determine in Regence's sole discretion.

IV. OTHER PROVISIONS

The provisions of the Agreement that are not amended or deleted by this Addendum remain unchanged and in full force and effect.

Plan Code: 15031

**AirMedCare Network Membership for Payroll Deduct Only
For San Juan County Government**

Organization: San Juan County Government
Physical Address: 297 S Main St
 Monticello, UT 84535
Mailing Address:
Contact: Crystal Brake
Phone: 435-587-3223
Email: cbrake@sanjuancounty.org
County: San Juan

Membership Sales Manager/Base: G055

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - o Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in Initial Group	<u>Rates</u>	<u>Total</u>
	1 Year Membership Participant(s)	\$ 70.00 \$ -
	3 Year Membership Participant(s)	\$ 180.00 \$ -
	5 Year Membership Participant(s)	\$ 270.00 \$ -
	10 Year Membership Participant(s)	\$ 535.00 \$ -
	Total	\$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.



Initial _____

5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

Signature

Signature

Printed Name

Matt Muse

Printed Name

Title

Vice President of GMR Membership

Title

Organization Name

Membership

Division

Date

Date

Exhibit A
Terms and Conditions

AirMedCare Network (“AMCN”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for



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an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY**




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FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.



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