

BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers April 01, 2025 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/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.

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 March 18, 2025 Commission Work Session Minutes
- 2. Approval of the March 18, 2025 Board of Commission Meeting Minutes
- 3. Approval of the Check Registers for March 14 through 28, 2025
- 4. Approval of the San Juan County Health Department Agreement with the State of Utah Health and Human Services Department for the STD Disease Intervention Services 2019 Amendment 8

5. Approval of the Appointment of Amer Tumeh to the County Economic Development Board as a Private Sector Representative for 4-Year Term.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

6. Updates on Glen Canyon National Recreation Area Infrastructure, Lake Powell, Concessionaire of Halls Crossing, Boat Ramps at Hite and Economic Development Opportunities. Michelle Kerns, Glen Canyon NRA and Rainbow Bridge National Monument Superintendent

BUSINESS/ACTION

- Consideration and Approval of the Memorandum of Agreement Regarding Information Sharing between the Utah Department of Agriculture and Food, Utah Department of Health and Human Services, Utah's Local Health Departments and San Juan County. Mike Moulton, Public Health Interim Director
- 8. Consideration and Approval of the Memorandum of Understanding between the State of Utah Health and Human Services Department and San Juan County for the General Provisions and Business Associate Agreement. Mike Moulton, Interim Public Health Director
- 9. Consideration and Approval of the Public Health Crisis Response HPAI San Juan County Health Department 2025 Contract between the State of Utah Health and Human Services Department and San Juan County. Mike Moulton, Interim Public Health Director
- 10. Consideration and Approval of the Cooperative Agreement between Utah State University Extension Services and San Juan County. Reagan Wytsalucy, San Juan County Extension Director
- 11. Consideration and Approval to Purchase a Peterbilt Truck. Todd Adair, SJC Road Superintendent
- 12. Consideration and Approval of a Employment Settlement Agreement.
- 13. Consideration and Approval of the Standard Service Contract between UC Appraisals, Inc and San Juan County for Appraisal Services. 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**



BOARD OF COMMISSIONERS WORK SESSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers March 18, 2025, at 9:00 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/1247593.MP3

VIDEO: https://www.youtube.com/watch?v=jAOCrm4Xv68

CALL TO ORDER

Time Stamp 0:00:06 (audio) & 0:00:24 (video)

Commission Chair Stubbs called the meeting to order at 9:15 a.m.

ROLL CALL

Time Stamp 0:00:19 (audio) & 0:00:37 (video)

Commission Chair Stubbs called for attendance:

PRESENT

Commission Chair Silvia Stubbs Commission Vice-Chair Lori Maughan Commissioner Jamie Harvey

STAFF

Mack McDonald, Chief Administrative Officer (CAO) Lyman W. Duncan, County Clerk/Auditor Jens Nielson, Deputy County Attorney Talia Hansen, County Economic Development Office

AGENDA ITEMS

1. Commission Training Session. Debra McKee, Outreach Manager, Governor's Office of Economic Opportunity

Time Stamp 0:00:35 (audio) & 0:00:53 (video)

Debra McKee, Outreach Manager for the Center of Rural Development housed in the Governor's Office for Economic Opportunity introduced James Dixon, Director of Community Grants. James presented the State of Utah's County Economic Opportunity Advisory Board Training program to the commission. His intent is to help counties with financial resources to encourage economic development within the rural areas. There are two rural grants available to counties: the Rural County Grant (RCG), which is given annually to each county for \$200,000, and the Rural Communities Opportunities Grant (RCOG) which is a competitive based grant, and usually only about 30% of applicants are given an award. The RCOG grant may not exceed \$600,000 or a total of both grants to be capped at \$800,000. James stated there are three criteria for accessing these grants:

Criteria One: Each county is required to have a CEO Advisory Board represented by a county representative, a representative of one municipality, a workforce development person, a public/private representative, and a member of the public who lives in the county. James recommends that the county representative not be a commissioner, but another individual from within the county organization. He recommends staggering the terms of service for the board members, and that the commission reappoint new members as soon as possible. The CEO Boards are subject to the Open and Public Meetings Act, where members are trained annually, meetings are to be publicly noticed and recorded.

Criteria Two: Annual reporting is required each year.

Criteria Three: Requires a fully complete formal application. The County Commission has a final say for any grant application to be submitted to the state, if there is strife between proposals, the Commission and CEO Board need to discuss and work it out.

EXECUTIVE SESSION

2. Make a Motion to Enter Into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual and Strategy Session to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205

Time Stamp 0:50:12 (audio) & 0:50:30 (video)

Motion to enter executive session:

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

ADJOURNMENT

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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

| Item | 1 |
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San Juan County Clerk/Auditor

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**



BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers March 18, 2025 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/1247987.mp3

VIDEO: https://www.youtube.com/watch?v=CGg6pwTfpEQ

CALL TO ORDER

Time Stamp 0:00:28 (audio) & 0:05:05 (video)

Commission Chair Stubbs called the meeting to order at 11:18 a.m.

ROLL CALL

Time Stamp 0:00:58 (audio) & 0:05:35 (video)

Commission Chair Stubbs called for attendance:

PRESENT

Commission Chair Silvia Stubbs Commission Vice-Chair Lori Maughan Commissioner Jamie Harvey

STAFF

Mack McDonald, Chief Administrative Officer, (CAO) Lyman W. Duncan, Clerk/Auditor Jens Nielson, Deputy County Attorney

INVOCATION

Time Stamp 0:01:05 (audio) & 0:05:42 (video)

Jamie Harvey, resident of Montezuma Creek, offered the invocation.

PLEDGE OF ALLEGIANCE

Time Stamp 0:02:47 (audio) & 0:07:24 (video)

Lyman Duncan, resident of Monticello, led the audience in the Pledge of Allegiance.

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:03:22 (audio) & 0:07:59 (video)

Commission Chair Stubbs asked the commissioners if there were any conflicts of interest with today's agenda. Each affirmed there were not any conflicts with the agenda.

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link https://us02web.zoom.us/j/87155847636 Meeting ID: 871 5584 7636 One tap mobile +12532158782,,87155847636# US (Tacoma)

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 0:03:38 (audio) & 0:08:15 (video)

Mack presented the Public Comment portion of the meeting to the public in attendance and participants online.

Tara Benally, representative for the Disability Law Center, requested an update on the ADA repairs for the three chapterhouses in the Utah strip of the Navajo reservation. Mack responded that the contractor is waiting for warmer weather to begin the work.

TC Garcia, resident of La Sal, wanted to speak about the proposed water project in La Sal. He is looking for more information regarding water wells in La Sal.

Eliza Cowey, resident of SLC and staffer for Representative Kennedy, wanted to respond to the absence of the Congressman due to the winter storm hitting Utah County.

Tammy Squire, CEO of San Juan Counseling, has had two board members resign in the past year and asked the commission to forward any good, qualified candidates. The board positions are not area specific, but they will look at all candidates willing to serve.

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

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Time Stamp 0:10:31 (audio) & 0:14:38 (video)

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

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

- 1. Approval of \$28,686.28 in Small Purchases; \$14,680.15 for the Update Print Travel Guide for the Visitor Center, \$1,824.15 for Tire Chains, \$3,304.68 for Aftermarket Transfer Tank and Cross Box, \$2,077.14 for Capacity Truck Service Lift, \$1,595.72 for Coil Kit, \$1,784.38 for Ranch Hand Front Bumper with Grille Guard, and \$3,420.06 for Reman Turbocharger for the San Juan County Road Department
- 2. Approval of February 18, 2025, Board of Commission Meeting Minutes
- 3. Approval of February 18, 2025, Commission Work Meeting Minutes
- 4. Approval of the Check Register for February 15 to March 13, 2025
- 5. Approval of the San Juan County Childhood Lead Poisoning Prevention and Surveillance 2021 Contract between San Juan County and the Utah Department of Health and Human Services, Amendment #3
- 6. Approval of the 2025 Hole N The Rock Retail Beer Sales Local Consent Form
- 7. Approval of the 2025 Alcohol License Renewal Under Canvas, Inc. Ulum Moab
- 8. Ratification of the U.S. Department of Agriculture Rural Business Development Grant Letter of Support
- 9. Ratification of a Letter of Support to Congressman Kennedy for the La Sal Water Infrastructure Funding Support Request

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

10. Presentation on the Upcoming Events for Child Abuse Prevention Month in April. Robert Nieman, Children's Justice Center Director

Time Stamp 0:13:33 (audio) & 0:18:10 (video)

Mack presented the Upcoming Events for Child Abuse Prevention Month (April) for the commission to review and approve. Mack stated that during the month of April, in honor of Child Abuse Prevention Month, we are invited to place colored lights on our porch to show support for the prevention of child abuse. Blue is the official color for support of the Prevention month.

Commission Chair Stubbs talked about the signs that can be used to identify child abusers and those who are abused. The safety and protection of our children is very important and is thankful for the Children's Justice Center in Blanding.

BUSINESS/ACTION

11. Consideration and Approval of the Veterans Park ADA-Accessible Playground Project Memorandum of Understanding and Ratification of the Funding Letter of Support. Megan Gallegos, Monticello Assistant City Manager

Time Stamp 0:19:15 (audio) & 0:23:52 (video)

Megan Gallegos, Monticello Assistant Manager, presented a letter of support for the commission to review and ratify (the letter was previously prepared to meet a deadline). Megan stated the city is in the process of removing and replacing the current playground equipment in Veteran's Park. Megan said the total cost for the ADA accessible playground equipment will be about \$255,000, and the city has received \$70,000 from the San Juan Clean Energy Grant, she requests the county allow the new playground footprint to overlap onto the county property (east of the library) by about three feet. The MOU is included in the board packet.

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

12. Consideration and Approval of the Offer Deal Loader Trade. Todd Adair, Road Superintendent

Time Stamp 0:31:48 (audio) & 0:36:25 (video)

TJ Adair, Road Superintendent, presented the loader trade/purchase to Caterpillar. TJ stated that the road department wants to trade in their old loader for \$231,000, and the purchase price of a new loader is \$231,000. The program with Caterpillar allows the loader to stay under warranty for repairs.

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

13. Consideration and Approval of the Purchase of a Tire Machine Replacement for \$12,525.78. TJ Adair, Road Superintendent

Time Stamp 0:33:36 (audio) & 0:38:13 (video)

TJ Adair, Road Superintendent, presented the purchase for the commission to review and approve.

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

14. Consideration and Approval of the 2024 Chevrolet Silverado Purchase. TJ Adair, Road Superintendent

Time Stamp 0:34:34 (audio) & 0:39:11 (video)

TJ Adair, Road Superintendent, presented the purchase of a new 2024 Silverado for the commission to review and approve.

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

15. Consideration and Approval of the Annual Chip Seal and Fog Oil Purchase. TJ Adair, Road Superintendent

Time Stamp 0:36:16 (audio) & 0:40:54 (video)

TJ Adair, Road Superintendent, presented the contract for chip seal and fog oil for the commission to review and approve. The purchase allows the road department to chip seal 14 miles.

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

16. Consideration and Approval of Dust Suppressant Purchase. TJ Adair, Road Superintendent

Time Stamp 0:38:01 (audio) & 0:42:38 (video)

TJ Adair presented the contract for purchase of dust suppressant for the commission to review and approve. The dust suppressant will be used primarily for school bus routes and the Forest Service roads.

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

17. Consideration and Approval of the Settlement Agreement between San Juan County and Northern Monticello Appliance. Mitch Maughan, San Juan County Attorney

Time Stamp 0:42:05 (audio) & 0:46:42 (video)

Jens Nielson, Deputy County Attorney, presented the settlement agreement for the commission to review and approve. Both parties met in Salt Lake City for mediation and agreed on a settlement.

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

18. Consideration and Approval of the Federal Aviation Administration Grant Request for Funding for the 2025 Cal Black Airport Taxilane and Access Road Upgrades. Mack McDonald, Chief Administrative Officer

Time Stamp 0:44:23 (audio) & 0:49:00 (video)

Mack presented the Cal Black Airport upgrades for the commission to review and approve. The funding will improve the taxi lane and the access road. The commission discussed various ways to increase economic opportunities in the immediate area.

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

19. Consideration and Approval of a Standard Service Provider Contract Between San Juan County and Legacy Pro Rodeo, LLC for Rodeo Stock Contractor Services. Mack McDonald, Chief Administrative Officer

Time Stamp 1:09:37 (audio) & 1:14:14 (video)

Mack presented the pro rodeo stock contractor contract for the commission to review and approve. The county agrees to provide compensation and several services to the contractor.

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

20. Consideration and Approval of the Amendment #1 to the Standard Architectural Services Contract for San Juan County Public Safety Building Remodel Project Design and Construction Administration Services with ajc architects. Mack McDonald, Chief Administrative Officer

Time Stamp 1:19:36 (audio) & 1:24:13 (video)

Mack presented the architectural services contract Amendment #1 for the commission to review and approve. The previous contract service bids were rough estimates, now the architect contract has been priced to reflect current costs for construction.

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

COMMISSION REPORTS

Time Stamp 1:28:18 (audio) & video)

Commissioner Maughan reported on attending the NACO conference and was grateful for the resources available to the county. She said there are lots of things happening within the county. She mentioned the local USDA office is losing their lease this summer. Kelly Pearson from the state will help from his office to ensure success in renewing the lease.

Commissioner Harvey spoke of the Secure Rural Schools Act and was hopeful in the re-authorization of the program. The Forest Counties coalition is always looking for ways to enhance the safety of the county-wide schools. He thought the funds would amount to over \$779,000. He also wanted to thank Bob Canaban for his help with this project. He also presented a letter to the USDA to request the local agricultural office in Monticello remain open.

Commissioner Harvey stated that Delegate Curtis Yanito wants to address the Four Corners Monument and its corresponding decline and decay. He hopes the Navajo Nation and the county/state will step up and provide resources for the needed upgrades. The next item which he addressed was regarding the Public Health Board and was grateful for their support in addressing the challenges in the county. The intention is to invite the state office to come down and tour our county. Commissioner Harvey is concerned about the transportation of uranium throughout the county. He is concerned about the effects upon their health as the trucks drive to the White Mesa Mill. The chapter houses are requesting equipment and training for any accidents that might occur.

He also stopped by the Dept of Public Safety (DPS) Office in Price, which is the office which answers all emergency calls for San Juan County. Commissioner Harvey invited Cordeen from the Price DPS office to come down to San Juan County in April and meet with the local leaders from the neighboring communities and chapter houses. This Friday the Community Criminal Justice Coordinating Council will meet and review all the recently passed legislation.

Commission Chair Stubbs attended the Utah Legislature and the Naco conference in Washington D.C. She felt that this was a tough year for the counties and our UAC leaders. The group was able to meet and visit Senator John Curtis and to discuss ways to increase childcare coverage for working families. She is also concerned with the counties' dependence on federal funds. She has been meeting with the Seven County Association and is working with engineers to see what resources are available for Halchita. The community needs clean water and infrastructure for economic development. She referenced an article in the San Juan Record Newspaper that Energy Fuels is willing to help with the uranium clean-up within the county.

ADJOURNMENT

Time Stamp 1:55:21 (audio) & video)

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

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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**

| APPROVED: | | DATE: | |
|-----------|---|-------|--|
| | San Juan County Board of County Commissioners | | |
| | | | |
| | | | |
| ATTEST: | | DATE: | |
| | San Juan County Clerk/Auditor | | |

| | Reference | Invoice | Invoice | Payment | | | |
|--------------------------|---------------|-----------------|-------------|-------------|--------------------|-----------------------------|--|
| Payee Name | <u>Number</u> | <u>Number</u> | Ledger Date | <u>Date</u> | Amount | Description | Ledger Account |
| Abbott Laboratories | 132359 | AL619834849 | 03/05/2025 | 03/21/2025 | 398.72 | | 104679610 - State Alt Miscellaneous |
| Abbott Laboratories | 132359 | AL619837416 | 03/05/2025 | 03/21/2025 | 49.84 | | 104679615 - State Alt Contracts |
| | | | | _ | \$448.56 | | |
| | | | | | \$448.56 | | |
| Acumen Fiscal Agent, LLC | 132360 | AFA63191 | 03/12/2025 | 03/21/2025 | 1,352.91 | | 104685615 - VDHCBS Contracts |
| | | | | | \$1,352.91 | | |
| Allstate Insurance | 132437 | Allstate03-2025 | 03/26/2025 | 03/27/2025 | -167.26 | Credit on Invoice | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR021725-662 | 03/07/2025 | 03/27/2025 | 27.59 | Allstate Accident | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR030225-662 | 03/07/2025 | 03/27/2025 | 504.12 | Allstate Hospital Indemnity | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR030225-662 | 03/07/2025 | 03/27/2025 | 764.04 | Allstate Critical Illness | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR030225-662 | 03/07/2025 | 03/27/2025 | 830.08 | Allstate Accident | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR030325-662 | 03/07/2025 | 03/27/2025 | 90.74 | Allstate Critical Illness | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR030325-662 | 03/07/2025 | 03/27/2025 | 108.00 | | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR030325-662 | 03/07/2025 | 03/27/2025 | 142.54 | , | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR031625-662 | 03/21/2025 | 03/27/2025 | 504.36 | | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR031625-662 | 03/21/2025 | 03/27/2025 | 764.20 | | 102237000 7 Histate |
| Allstate Insurance | 132437 | PR031625-662 | 03/21/2025 | 03/27/2025 | 3,562.60 | Allstate Accident | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR031625-662 | 03/25/2025 | 03/27/2025 | -2,760.00 | | 102237000 - Alistate |
| | 132437 | PR031725-662 | 03/21/2025 | | -2,760.00 90.76 | | 102237000 - Alistate 102237000 - Alistate |
| Allstate Insurance | | | | 03/27/2025 | | | |
| Allstate Insurance | 132437 | PR031725-662 | 03/21/2025 | 03/27/2025 | 108.05 | | 102237000 - Allstate |
| Allstate Insurance | 132437 | PR031725-662 | 03/21/2025 | 03/27/2025 | 142.59 | Allstate Accident | 102237000 - Allstate |
| | | | | _ | \$4,712.41 | | |
| | | | | | \$4,712.41 | | |
| Amazon Capital Services | 132362 | ACS1497D9HFH | 03/17/2025 | 03/21/2025 | 261.95 | | 214414240 - Office Expense |
| Amazon Capital Services | 132362 | ACS17KPTFJ7C | 03/17/2025 | 03/21/2025 | 44.78 | | 214412250 - Equipment Operation |
| Amazon Capital Services | 132362 | ACS1RNWN14C | 03/17/2025 | 03/21/2025 | 33.99 | | 214414240 - Office Expense |
| Amazon Capital Services | 132362 | ACS1W64Y4YF | 03/12/2025 | 03/21/2025 | 39.99 | | 214412250 - Equipment Operation |
| · | | | | - | \$380.71 | | |
| Amazon Capital Services | 132438 | ACS11JDVYGQ | 03/20/2025 | 03/27/2025 | 18.99 | | 214412250 - Equipment Operation |
| Amazon Capital Services | 132438 | ACS19R37DPQ | 03/24/2025 | 03/27/2025 | 447.71 | | 104256250 - Weed Equipment Oper |
| Amazon Capital Services | 132438 | ACS1FYGMR7X | 03/20/2025 | 03/27/2025 | 47.81 | | 214414240 - Office Expense |
| Amazon Capital Services | 132438 | ACS1PY1TQYV | 03/24/2025 | 03/27/2025 | 721.90 | | 214414240 - Office Expense |
| Amazon Capital Services | 132438 | ACS1QN3NVFG | 03/26/2025 | 03/27/2025 | 38.98 | | 214414240 - Office Expense |
| Amazon Gapital Gervices | 102400 | ACCIQIONI | 03/20/2023 | 03/21/2023 | \$1,275.39 | | 214414240 - Ollido Experiso |
| | | | | - | \$1,656.10 | | |
| Axon Enterprise Inc | 132363 | AEINUS293674 | 11/01/2024 | 03/21/2025 | | Body Cameras | 104210740 - Sheriff Equipment Purc |
| · | | | | - | \$20,827.96 | | |
| Balaranian, Eleonor | 132439 | EBalasanaim032 | 03/27/2025 | 03/27/2025 | • | 245102757 | 103511000 - Justice Court Fines |
| | | | | - | \$90.00 | | |
| Blanding City | 132440 | BC501640001_0 | 03/25/2025 | 03/27/2025 | 667.93 | | 724168270 - Utilities |

Page 1 3/28/2025 10:08 AM

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|------------------------|---------------------|-------------------|------------------------|-----------------|-------------------|-------------|-------------------------------------|
| Blanding City | 132440 | BC501683003 0 | 03/25/2025 | 03/27/2025 | 915.45 | 2000 | 104672270 - Acc Trans Utilities |
| Blanding City | 132440 | BC501820007_0 | 03/25/2025 | 03/27/2025 | 296.77 | | 104163270 - Blannex Utilities |
| Blanding City | 132440 | BC551750001_0 | 03/25/2025 | 03/27/2025 | 1,431.29 | | 214414270 - Utilities |
| Blanding City | 132440 | BC551751001_0 | 03/25/2025 | 03/27/2025 | 138.97 | | 214414270 - Utilities |
| • , | | | | • | \$3,450.41 | | |
| | | | | • | \$3,450.41 | | |
| Blanding Clinic | 132441 | BC500790001_0 | 03/25/2025 | 03/27/2025 | 337.23 | | 264350270 - Utilities |
| | | | | • | \$337.23 | | |
| Blue Mountain Foods | 132364 | BMF01619864 | 03/04/2025 | 03/21/2025 | 28.52 | | 104678328 - Home Deliv Meals - La |
| Blue Mountain Foods | 132364 | BMF01622334 | 03/06/2025 | 03/21/2025 | 22.12 | | 104677328 - Congregate Meals - La |
| Blue Mountain Foods | 132364 | BMF01626229 | 03/10/2025 | 03/21/2025 | 11.96 | | 104678323 - Home Deliv Meals - M |
| Blue Mountain Foods | 132364 | BMF01628877 | 03/11/2025 | 03/21/2025 | 23.64 | | 104678323 - Home Deliv Meals - M |
| Blue Mountain Foods | 132364 | BMF01630313 | 03/13/2025 | 03/21/2025 | 0.60 | | 104230610 - Jail Miscellaneous Sup |
| Blue Mountain Foods | 132364 | BMF01630325 | 03/13/2025 | 03/21/2025 | 10.13 | | 104230480 - Jail Kitchen Food |
| Blue Mountain Foods | 132364 | BMF01630492 | 03/13/2025 | 03/21/2025 | 1.49 | | 104230480 - Jail Kitchen Food |
| Blue Mountain Foods | 132364 | BMF01630658 | 03/13/2025 | 03/21/2025 | 8.18 | | 104230480 - Jail Kitchen Food |
| Blue Mountain Foods | 132364 | BMF01630688 | 03/13/2025 | 03/21/2025 | 4.49 | | 104230480 - Jail Kitchen Food |
| Blue Mountain Foods | 132364 | BMF01633034 | 03/15/2025 | 03/21/2025 | 408.48 | | 274230350 - Inmate Commissary Ex |
| Blue Mountain Foods | 132364 | BMF01634831 | 03/17/2025 | 03/21/2025 | 7.98 | | 104230480 - Jail Kitchen Food |
| Blue Mountain Foods | 132364 | BMF02471435 | 02/18/2025 | 03/21/2025 | 17.88 | | 104678328 - Home Deliv Meals - La |
| Blue Mountain Foods | 132364 | BMF03540879 | 02/25/2025 | 03/21/2025 | 30.90 | | 104677328 - Congregate Meals - La |
| Blue Mountain Foods | 132364 | BMF03551008 | 03/10/2025 | 03/21/2025 | 108.59 | | 104677323 - Congregate Meals - M |
| Blue Mountain Foods | 132364 | BMF03552592 | 03/12/2025 | 03/21/2025 | 14.16 \$699.12 | | 104230610 - Jail Miscellaneous Sup |
| 5 | 100110 | D14504000400 | 00/07/0007 | 00/07/0007 | | | |
| Blue Mountain Foods | 132442 | BMF01623462 | 03/07/2025 | 03/27/2025 | 13.28 | | 104210610 - Sheriff Miscellaneous |
| Blue Mountain Foods | 132442 | BMF01628320 | 03/11/2025 | 03/27/2025 | 26.93 | | 104678328 - Home Deliv Meals - La |
| Blue Mountain Foods | 132442 | BMF01639337 | 03/21/2025 | 03/27/2025 | 41.33 | | 104230480 - Jail Kitchen Food |
| Blue Mountain Foods | 132442 | BMF03553642 | 03/13/2025 | 03/27/2025 | 27.92 | | 104677328 - Congregate Meals - La |
| Blue Mountain Foods | 132442 | BMF03557114 | 03/18/2025 | 03/27/2025 | 12.76 \$122.22 | | 104677323 - Congregate Meals - M |
| | | | | | \$821.34 | | |
| Plus Mountain Haspital | 122442 | DMU240900\/46 | 02/26/2025 | 02/27/2025 | | | 255400 240 Cancer Sergening Pro |
| Blue Mountain Hospital | 132443 | BMH210809V16 | 03/26/2025 | 03/27/2025 | 113.72 | | 255400.310 - Cancer Screening Pro |
| D | 100111 | ID 00040005 | 00/04/0004 | 00/07/0005 | \$113.72 | | 40,400,000 |
| Boone, Isaac | 132444 | IBoone03042025 | 06/24/2024 | 03/27/2025 | 156.00 | | 104230230 - Jail Travel Expense |
| | | | | | \$156.00 | | |
| Bradford Tire, LLC | 132445 | BT78089 | 03/17/2025 | 03/27/2025 | 112.49 | | 104210251 - Sheriff Gas, Oil and Gr |
| Bradford Tire, LLC | 132445 | BT78116 | 03/19/2025 | 03/27/2025 | 82.49 | | 104210251 - Sheriff Gas, Oil and Gr |
| | | | | | \$194.98 | | |
| | | | | | \$194.98 | | |
| Bradford, David P. | 132365 | DBradford03172 | 03/17/2025 | 03/21/2025 | 26.00 | | 264350230 - Travel Expense |
| | | | | | \$26.00 | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---------------------------------------|---------------------|----------------------------------|--------------------------|--------------------------|--------------------|------------------------------------|---|
| Bruckner's Truck & Equipment | 132366 | BR&EXA108047 | 03/11/2025 | 03/21/2025 | 4,560.53 | • | 214412250 - Equipment Operation |
| | | | | _ | \$4,560.53 | | |
| Canon USA, Inc. | 132446 | CFS39460674 | 03/12/2025 | 03/27/2025 | 87.22 | | 104230310 - Jail Professional and T |
| Canon USA, Inc. | 132446 | CFS39460675 | 03/12/2025 | 03/27/2025 | 278.62 \$365.84 | | 104230310 - Jail Professional and T |
| | | | | _ | \$365.84 | | |
| Canyonlands Tire, LLC | 132367 | CT111011007 | 01/24/2025 | 03/21/2025 | 106.74 | | 104210251 - Sheriff Gas, Oil and Gr |
| Canyonlands Tire, LLC | 132447 | CTCS3549 | 03/21/2025 | 03/27/2025 | 106.74 | | 104210251 - Sheriff Gas, Oil and Gr |
| , | | | | - | \$213.48 | | |
| Certified Laboratories | 132448 | CL9083256 | 03/18/2025 | 03/27/2025 | 7,297.55 | | 214412250 - Equipment Operation |
| | | | | - | \$7,297.55 | | |
| Charm-Tex | 132449 | CT0394461IN | 02/21/2025 | 03/27/2025 | 127.80 | | 274230350 - Inmate Commissary Ex |
| | | | | - | \$127.80 | | • |
| Child Support Services | 132368 | PR031625-1117 | 03/21/2025 | 03/21/2025 | 115.23 | | 102229500 - Other Deductions Paya |
| Child Support Services | 132368 | PR031625-1117 | 03/21/2025 | 03/21/2025 | 263.08 | Case Number C001361546 | 102229500 - Other Deductions Paya |
| | | | | - | \$378.31 | | |
| 0.4 | 400000 | 0: 1 1001000 | 00/47/0005 | 00/04/0005 | \$378.31 | | 100000500 011 B 1 11 B |
| Cintas Corporation Cintas Corporation | 132369 132369 | Cintas42242936 Cintas42242936 | 03/17/2025 03/17/2025 | 03/21/2025 03/21/2025 | 50.09 79.76 | | 102229500 - Other Deductions Paya 214414260 - Buildings and Grounds |
| · | | | | - | \$129.85 | | · |
| Cintas Corporation | 132450 | Cintas42250324 | 03/24/2025 | 03/27/2025 | 52.72 | | 102229500 - Other Deductions Paya |
| Cintas Corporation | 132450 | Cintas42250324 | 03/24/2025 | 03/27/2025 | 79.76 \$132.48 | | 214414260 - Buildings and Grounds |
| | | | | - | \$262.33 | | |
| Codale Electric Supply Inc. | 132451 | CESS00907803 | 03/20/2025 | 03/27/2025 | 140.40 | | 724167260 - Buildings and Grounds |
| Codale Electric Supply Inc. | 132451 | CESS00907803 | 03/20/2025 | 03/27/2025 | 140.40 | | 724168260 - Buildings and Grounds |
| | | | | - | \$280.80 | | |
| | | | | | \$280.80 | | |
| Colorado Family Support Registry | 132370 | PR031625-1454 | 03/21/2025 | 03/21/2025 | | FSR:17624214 Case:39-101709-44-0-A | 102229500 - Other Deductions Paya |
| | | | | | \$278.30 | | |
| Cortez, Shonnell | 132371 | SCortez0317202 | 03/17/2025 | 03/21/2025 | 26.00 | | 264350230 - Travel Expense |
| Cortez, Shonnell | 132452 | SCortez0321202 | 03/21/2025 | 03/27/2025 | 26.00 | | 264350230 - Travel Expense |
| One that Flagra | 400070 | 054005 | 04/07/0005 | 00/04/0005 | \$52.00 | | 004050000 Deith |
| Creative Floors | 132372 | CF1635 | 01/07/2025 | 03/21/2025 | 10.00 | | 264350260 - Buildings and Grounds |
| | | | | | \$10.00 | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---|---------------------|------------------------------|--------------------------|--------------------------|---------------------|-----------------------------|--|
| DeGraw, Daniel Vint | 132373 | Vdegraw032020 | 03/20/2025 | 03/21/2025 | 849.42 | • | 104173230 - Elections Travel Expen |
| | | | | _ | \$849.42 | | |
| Diamond Propane, LLC | 132374 | DP020280 | 02/24/2025 | 03/21/2025 | 314.85 | | 574424270 - Utilities |
| | | | | _ | \$314.85 | | |
| Dr. Michael Nielson | 132453 | MichaelNelson07 | 07/30/2024 | 03/27/2025 | 600.00 | | 255007.310 - Indirect Admin Profess |
| | | | | _ | \$600.00 | | |
| Earthgrains Baking Company | 132375 | EBC8527229000 | 03/11/2025 | 03/21/2025 | 71.60 | | 104230480 - Jail Kitchen Food |
| Earthgrains Baking Company | 132454 | EBC8527229800 | 03/18/2025 | 03/27/2025 | 71.60 | | 104230480 - Jail Kitchen Food |
| | | | | _ | \$143.20 | | |
| Economic Development Corporatio | 132376 | EDCU11617 | 03/17/2025 | 03/21/2025 | 1,591.00 | | 104192210 - Econ Dev Subscription |
| | | | | _ | \$1,591.00 | | |
| Emery Telcom | 132377 | ET987300_0301 | 03/01/2025 | 03/21/2025 | 116.16 | | 104230350 - Jail State Prisoner Exp |
| | | | | _ | \$116.16 | | |
| Empire Electric Assoc. Inc. | 132378 | EEA25395_0313 | 03/20/2025 | 03/21/2025 | 609.00 | | 214414270 - Utilities |
| Empire Electric Assoc. Inc. | 132455 | EEA9579024_03 | 03/13/2025 | 03/27/2025 | 3,896.36 | | 104166270 - PS Bldg Utilities |
| Empire Electric Assoc. Inc. | 132455 | EEA9579025_03 | 03/27/2025 | 03/27/2025 _ | 71.51 \$3,967.87 | | 214414270 - Utilities |
| | | | | _ | \$4,576.87 | | |
| Enbridge Gas | 132456 | Enbridge361778 | 03/20/2025 | 03/27/2025 | 788.55 | | 214414270 - Utilities |
| Enblidge Gas | 102400 | Elibridgesorrio | 03/20/2023 | - | \$788.55 | | 214414210 - Otilities |
| Equitable Financial Equi-vest (AXA | 132379 | PR031625-743 | 03/21/2025 | 03/21/2025 | 75.00 | | 102225000 - Equivest |
| Equitable Financial Equi-vest (AXA | 132379 | PR031725-743 | 03/21/2025 | 03/21/2025 | 100.00 | Equitable Finance Equi-vest | 102225000 - Equivest |
| | | | | _ | \$175.00 | | |
| | | | | | \$175.00 | | |
| Fastenal Company Fastenal Company | 132380 132380 | FCCOBAY82546 FCCOBAY82688 | 02/28/2025 03/13/2025 | 03/21/2025 03/21/2025 | 706.68 598.84 | | 214412250 - Equipment Operation 214412250 - Equipment Operation |
| Fastenal Company | 132380 | FCCOBAY82689 | 03/13/2025 | 03/21/2025 | 604.61 | | 214412250 - Equipment Operation |
| | | | | | \$1,910.13 | | |
| Fastenal Company | 132457 | FCCOBAY82690 | 03/13/2025 | 03/27/2025 | 890.49 | | 214412250 - Equipment Operation |
| | | | | | \$2,800.62 | | |
| Four Corners Welding & Gas Four Corners Welding & Gas | 132381 132381 | FCW&GSCC398 FCW&GSCC398 | 03/13/2025 03/13/2025 | 03/21/2025 03/21/2025 | 94.35 108.58 | | 264350610 - Miscellaneous Supplie 214412250 - Equipment Operation |
| i dai domora wolaling a das | 102001 | 1 01140000090 | 00/10/2020 | 00/21/2020 _ | \$202.93 | ı | 217712200 - Equipment Operation |
| Four Corners Welding & Gas | 132458 | FCW&GSCC399 | 03/20/2025 | 03/27/2025 | 73.81 | | 264350610 - Miscellaneous Supplie |
| | | | | - | \$276.74 | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---|---------------------|----------------------------------|--------------------------|--------------------------|------------------|-------------|--|
| GoodSource Solutions | 132459 | GSSS10563192 | 06/21/2024 | 03/27/2025 | 1,670.18 | • | 104230480 - Jail Kitchen Food |
| | | | | _ | \$1,670.18 | | |
| Grand County Emergency Medical | 132382 | GCEMS132 | 03/18/2025 | 03/21/2025 | 400.00 | | 264350310 - Professional and Tech |
| Grand County Emergency Medical | 132460 | GCEMSSSD134 | 03/21/2025 | 03/27/2025 | 275.00 | 25H0000123 | 264350330 - Employee Education |
| | | | | _ | \$675.00 | • | |
| Happy Morgan Law | 132461 | HML03062025 | 03/07/2025 | 03/27/2025 | 4,530.00 | | 104126615 - Public Defender Contr |
| | | | | _ | \$4,530.00 | | |
| Harvey, Jamie | 132383 | JHarvey0311202 | 03/11/2025 | 03/21/2025 | 575.89 | | 104111230 - Commission Travel Exp |
| Harvey, Jamie Harvey, Jamie | 132383 132383 | JHarvey0311202 JHarvey0311202 | 03/11/2025 03/11/2025 | 03/21/2025 03/21/2025 | 130.00 150.00 | | 104111230 - Commission Travel Exp 104111230 - Commission Travel Exp |
| | .0200 | 0a 0, 00 0_ | 55, 11, 2525 | _ | \$855.89 | • | |
| | | | | _ | \$855.89 | | |
| Harvey, Roxanne | 132462 | RHarvey032120 | 03/27/2025 | 03/27/2025 | 800.00 | | 255040.310 - Preventative Block Gr |
| | | | | - | \$800.00 | • | |
| Holland Equipment Company | 132463 | HEC36729 | 03/19/2025 | 03/27/2025 | 366.51 | | 214412250 - Equipment Operation |
| | | | | _ | \$366.51 | • | |
| Holyoak, Cindi | 132464 | CHolyoak302420 | 03/24/2025 | 03/27/2025 | 672.00 | | 104144230 - Recorder Travel Expen |
| | | | | _ | \$672.00 | • | |
| Hootsuite Media, INC | 132465 | Hootsuite207682 | 10/22/2024 | 03/27/2025 | 1,263.44 | 25H0000123 | 104684610 - Respite Miscellaneous |
| | | | | _ | \$1,263.44 | • | |
| Horrocks, Bridget | 132385 | BHorrocks03182 | 03/18/2025 | 03/21/2025 | 122.00 | | 255220.230 - CSHCN Travel expens |
| | | | | _ | \$122.00 | • | |
| ImageNet Consulting, LLC | 132386 | INCINV1212228 | 03/17/2025 | 03/21/2025 | 455.54 | | 104150310 - Non-Dept Professional |
| ImageNet Consulting, LLC | 132466 | ImageNet211406 | 03/27/2025 | 03/27/2025 | 14.98 | | 104134240 - Personnel Office Expe |
| ImageNet Consulting, LLC ImageNet Consulting, LLC | 132466 132466 | INCINV1208337 INCINV1210115 | 03/12/2025 03/14/2025 | 03/27/2025 03/27/2025 | 88.00 30.19 | | 104230310 - Jail Professional and T 104230310 - Jail Professional and T |
| ImageNet Consulting, LLC | 132466 | INCINV1211406 | 03/20/2025 | 03/27/2025 | 14.98 | • | 104134310 - Personnel Professional |
| | | | | _ | \$148.15 | | |
| | 40000 | 100010 | 00/10/000 | | \$603.69 | | |
| Jackson Group Peterbilt Jackson Group Peterbilt | 132388 132388 | JGPGJ257606G JGPGJ257671G | 03/10/2025 03/07/2025 | 03/21/2025 03/21/2025 | 186.51 286.34 | | 214412250 - Equipment Operation 214412250 - Equipment Operation |
| озанови стор и столин | | | 55,5,7,25,25 | _ | \$472.85 | • | |
| Jackson Group Peterbilt | 132467 | JGP257987GJ | 03/17/2025 | 03/27/2025 | 2,034.50 | | 214412250 - Equipment Operation |
| Jackson Group Peterbilt Jackson Group Peterbilt | 132467 132467 | JGP257990GJ JGP258401GJ | 03/17/2025 03/24/2025 | 03/27/2025 03/27/2025 | 183.04 41.13 | | 214412250 - Equipment Operation 214412250 - Equipment Operation |
| 2.5 | | 22. 200.0100 | 33/2 1/2020 | _ | \$2,258.67 | | soquipmont operation |
| | | | | Pogo | 5 60 704 50 | • | 2/29/2025 10:09 11/1 |

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|------------------------------------|---------------------|-------------------|------------------------|-----------------|-------------|--------------------------------|------------------------------------|
| JB Restoration & Fabrication, LLC | 132468 | JBR&F4217 | 03/19/2025 | 03/27/2025 | 7,564.19 | | 214412250 - Equipment Operation |
| | | | | - | \$7,564.19 | | |
| JCI Billing Services | 132389 | JBS388 | 03/14/2025 | 03/21/2025 | 1,320.00 | | 264350310 - Professional and Tech |
| <u> </u> | | | | - | \$1,320.00 | | |
| Ken Garff Chevrolet | 132469 | KGC2025R2073 | 03/25/2025 | 03/27/2025 | 49,370.00 | | 214141740 - B Road Capital Outlay |
| | | | | - | \$49,370.00 | | |
| Kenworth Sales Company | 132470 | KSC005P19812 | 03/12/2025 | 03/27/2025 | 79.72 | | 214412250 - Equipment Operation |
| Kenworth Sales Company | 132470 | KSC005P19833 | 03/13/2025 | 03/27/2025 | 408.68 | | 214412250 - Equipment Operation |
| | | | | - | \$488.40 | | |
| Kaiahi Obaila | 400474 | 01/1-1-10007000 | 00/07/0005 | 00/07/0005 | \$488.40 | | 404000045 Otala Waisan Oantaala |
| Knight, Sheila | 132471 | SKnight0327202 | 03/27/2025 | 03/27/2025 | 1,171.80 | | 104682615 - State Waiver Contracts |
| Lawrell Millar | 400000 | 1111105011011100 | 04/40/0005 | 00/04/0005 | \$1,171.80 | | 044440050 |
| Larry H. Miller | 132390 | LHMSFCHGW22 | 01/10/2025 | 03/21/2025 | 253.75 | | 214412250 - Equipment Operation |
| | | | | | \$253.75 | | |
| Lincoln National Life Insurance Co | 132472 | Lincoln03-25 | 03/25/2025 | 03/27/2025 | 237.48 | | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR030225-3938 | 03/07/2025 | 03/27/2025 | 774.06 | | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR030225-3938 | 03/07/2025 | 03/27/2025 | 2,142.12 | ' | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR030325-3938 | 03/07/2025 | 03/27/2025 | 136.06 | Long Term Disability | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR030325-3938 | 03/07/2025 | 03/27/2025 | 202.71 | Lincoln Group & Voluntary Life | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR031625-3938 | 03/21/2025 | 03/27/2025 | 831.82 | Long Term Disability | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR031625-3938 | 03/21/2025 | 03/27/2025 | 2,142.12 | Lincoln Group & Voluntary Life | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR031725-3938 | 03/21/2025 | 03/27/2025 | 138.56 | Long Term Disability | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR031725-3938 | 03/21/2025 | 03/27/2025 | 202.71 | Lincoln Group & Voluntary Life | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 132472 | PR033025-3938 | 03/25/2025 | 03/27/2025 | 12.82 | Long Term Disability | 102236000 - Lincoln Financial |
| | | | | _ | \$6,820.46 | | |
| | | | | | \$6,820.46 | | |
| Little America-Salt Lake | 132392 | LA2173099 | 03/11/2025 | 03/21/2025 | 116.32 | | 104111230 - Commission Travel Exp |
| | | | | | \$116.32 | | |
| Main Street Drug and Boutique | 132393 | MSD1066_0228 | 02/28/2025 | 03/21/2025 | 72.55 | | 104230312 - Jail Inmate Medical Ex |
| Main Street Drug and Boutique | 132473 | MSD41885 | 03/20/2025 | 03/27/2025 | 17.82 | | 104230312 - Jail Inmate Medical Ex |
| Main Street Drug and Boutique | 132473 | MSD41940 | 03/21/2025 | 03/27/2025 | 16.37 | | 104230312 - Jail Inmate Medical Ex |
| Main Street Drug and Boutique | 132473 | MSD42005 | 03/24/2025 | 03/27/2025 | 93.30 | | 104230312 - Jail Inmate Medical Ex |
| Ç . | | | | - | \$127.49 | | |
| | | | | - | \$200.04 | | |
| Maughan, Lori | 132474 | LMaughan03062 | 03/10/2025 | 03/27/2025 | 614.87 | | 104111230 - Commission Travel Exp |
| | | | | - | \$614.87 | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|--------------------------------|---------------------|-------------------|------------------------|-----------------|-------------|-------------------------|------------------------------------|
| Maxwell Products Inc. | 132394 | MPINV7550 | 03/11/2025 | 03/21/2025 | 24,221.53 | • | 214414750 - Equipment Purchases |
| | | | | - | \$24,221.53 | | |
| Maynard Buckles | 132475 | MBuckles13544 | 03/06/2025 | 03/27/2025 | 520.00 | | 104625240 - Queen Office Expense |
| , | | | | _ | \$520.00 | | · |
| McLaughlin, Doug | 132436 | DougMcLaughlin | 03/26/2025 | 03/26/2025 | 8,000.00 | Utility Trailer for SAR | 104215750 - Search Rescue Equip |
| | | 3.3 3.3.3 | | - | \$8,000.00 | | 1.7 |
| MetLife Group Benefits | 132476 | Metlife03-2025 | 03/25/2025 | 03/27/2025 | -363.44 | | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR030225-5230 | 03/07/2025 | 03/27/2025 | 527.80 | Dental Employee Only | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR030225-5230 | 03/07/2025 | 03/27/2025 | 762.65 | Dental Employee +1 | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR030225-5230 | 03/07/2025 | 03/27/2025 | 2,725.35 | Dental Family | 102230000 - Metilie Dental |
| • | | | | | • | • | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR030325-5230 | 03/07/2025 | 03/27/2025 | 16.54 | Dental Employee Only | |
| MetLife Group Benefits | 132476 | PR030325-5230 | 03/07/2025 | 03/27/2025 | 33.03 | Dental Employee +1 | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR030325-5230 | 03/07/2025 | 03/27/2025 | 612.81 | Dental Family | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR031625-5230 | 03/21/2025 | 03/27/2025 | 527.80 | Dental Employee Only | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR031625-5230 | 03/21/2025 | 03/27/2025 | 762.65 | Dental Employee +1 | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR031625-5230 | 03/21/2025 | 03/27/2025 | 2,781.06 | Dental Family | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR031725-5230 | 03/21/2025 | 03/27/2025 | 16.54 | Dental Employee Only | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR031725-5230 | 03/21/2025 | 03/27/2025 | 33.03 | Dental Employee +1 | 102230000 - Metlife Dental |
| MetLife Group Benefits | 132476 | PR031725-5230 | 03/21/2025 | 03/27/2025 | 612.81 | Dental Family | 102230000 - Metlife Dental |
| · | | | | _ | \$9,048.63 | • | |
| | | | | - | \$9,048.63 | | |
| Mexican Hat Special Serv Dist. | 132477 | MHSSD32524 | 03/10/2025 | 03/27/2025 | 66.93 | | 104225270 - Fire/Rescue Utilities |
| | | | | - | \$66.93 | | |
| Mohawk Resources Ltd | 132478 | ML68365 | 03/27/2025 | 03/27/2025 | 1,274.90 | | 214412250 - Equipment Operation |
| | | | | - | \$1,274.90 | | |
| Monticello Mercantile | 132396 | MM10301 | 03/11/2025 | 03/21/2025 | 8.99 | | 104676610 - Senior Cit Miscellaneo |
| Monticello Mercantile | 132396 | MM10431 | 03/12/2025 | 03/21/2025 | 35.48 | | 104161260 - Courthouse Buildings |
| Monticello Mercantile | 132396 | MM10531 | 03/13/2025 | 03/21/2025 | 5.78 | | 104210610 - Sheriff Miscellaneous |
| Monticello Mercantile | 132396 | MM10581 | 03/14/2025 | 03/21/2025 | 3.99 | | 104210251 - Sheriff Gas, Oil and G |
| Monticello Mercantile | 132396 | MM10901 | 03/18/2025 | 03/21/2025 | 15.48 | | 104166260 - PS Bldg Buildings and |
| Monticello Mercantile | 132396 | MM10921 | 03/15/2025 | 03/21/2025 | 15.98 | | 214412250 - Equipment Operation |
| Wientacone Mercantile | 102000 | 14114110021 | 00/10/2020 | _ | \$85.70 | | 211112200 Equipment operation |
| Monticello Mercantile | 132479 | mercC327469 | 08/02/2024 | 03/27/2025 | 89.12 | | 104620260 - Fair Buildings and Gro |
| Monticello Mercantile | 132479 | mercC327484 | 08/02/2024 | 03/27/2025 | 71.98 | | 104620260 - Fair Buildings and Gro |
| Monticello Mercantile | 132479 | mercC327511 | 08/02/2024 | 03/27/2025 | 277.52 | | 104620610 - Fair Miscellaneous Su |
| Monticello Mercantile | 132479 | MM11121 | 03/19/2025 | 03/27/2025 | 4.59 | | 724581610 - Miscellaneous Supplie |
| Monticello Mercantile | 132479 | MM11321 | 03/21/2025 | 03/27/2025 | 22.99 | | 104166260 - PS Bldg Buildings and |
| Monticello Mercantile | 132479 | MM11341 | 03/21/2025 | 03/27/2025 | 23.45 | | 104166260 - PS Bldg Buildings and |
| Monticello Mercantile | 132479 | MM11491 | 03/24/2025 | 03/27/2025 | 31.99 | | 214412250 - Equipment Operation |
| Monticello Mercantile | 132479 | MM11651 | 03/25/2025 | 03/27/2025 | 43.98 | | 104161260 - Courthouse Buildings |
| Monticello Mercantile | 132479 | MM11741 | 03/26/2025 | 03/27/2025 | 14.99 | | 104161260 - Courthouse Buildings |
| VIOLITICETTO INTELLATIBLE | 102413 | IVIIVI I I / 4 I | 03/20/2023 | 03/21/2023 | 14.55 | | TO+TO ZOO = COUTHOUSE DUIGHOS |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|-----------------------------------|---------------------|-------------------|------------------------|-----------------|------------|--------------|------------------------------------|
| Morning Sun Financial Services of | 132480 | MSFSU0317202 | 03/17/2025 | 03/27/2025 | 495.00 | 200011511011 | 104682615 - State Waiver Contracts |
| | .02.00 | | 00, 11, 2020 | - | | | |
| | | | | | \$495.00 | | |
| Motor Parts Company | 132397 | MP578866 | 12/11/2024 | 03/21/2025 | 18.76 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581492 | 03/03/2025 | 03/21/2025 | 575.49 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581607 | 03/06/2025 | 03/21/2025 | 51.40 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581621 | 03/18/2025 | 03/21/2025 | 70.55 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581753 | 03/11/2025 | 03/21/2025 | 4.00 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581760 | 03/11/2025 | 03/21/2025 | 42.88 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581790 | 03/12/2025 | 03/21/2025 | 80.58 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581802 | 03/12/2025 | 03/21/2025 | 384.02 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581807 | 03/12/2025 | 03/21/2025 | 11.98 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581821 | 03/12/2025 | 03/21/2025 | 16.07 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581825 | 03/13/2025 | 03/21/2025 | 53.87 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581849 | 03/13/2025 | 03/21/2025 | 155.36 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581854 | 03/13/2025 | 03/21/2025 | -9.78 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP581855 | 03/13/2025 | 03/21/2025 | 11.21 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132397 | MP883830 | 03/19/2025 | 03/21/2025 _ | 8.37 | | 574424250 - Equipment Operation |
| | | | | | \$1,474.76 | | |
| Motor Parts Company | 132481 | MP581853 | 03/13/2025 | 03/27/2025 | 68.24 | | 214412250 - Equipment Operation |
| Motor Parts Company | 132481 | MP884116 | 03/24/2025 | 03/27/2025 | 209.88 | | 574424251 - Gas, Oil and Grease |
| | | | | _ | \$278.12 | | |
| | | | | _ | \$1,752.88 | | |
| Moulton, Mike | 132482 | MMoulton03212 | 03/21/2025 | 03/27/2025 | 1,015.99 | | 255007.230 - Indirect Admin Travel |
| Moulton, Mike | 132482 | MMoulton03212 | 03/21/2025 | 03/27/2025 | 75.00 | | 255007.230 - Indirect Admin Travel |
| | | | | | \$1,090.99 | | |
| | | | | _ | \$1,090.99 | | |
| Mountainland Supply Co, LLC | 132398 | MSCS10665715 | 12/10/2024 | 03/21/2025 | 14.09 | | 104166260 - PS Bldg Buildings and |
| Mountainland Supply Co, LLC | 132398 | MSCS10667450 | 12/18/2024 | 03/21/2025 | 65.65 | | 104166260 - PS Bldg Buildings and |
| Mountainland Supply Co, LLC | 132398 | MSCS10668565 | 12/26/2024 | 03/21/2025 | 42.22 | | 104166260 - PS Bldg Buildings and |
| Mountainland Supply Co, LLC | 132398 | MSCS10669409 | 01/02/2025 | 03/21/2025 | 32.66 | | 104166260 - PS Bldg Buildings and |
| | | | | _ | \$154.62 | | |
| Mountainland Supply Co, LLC | 132483 | MSCS10685944 | 03/21/2025 | 03/27/2025 | 36.56 | | 104161260 - Courthouse Buildings a |
| | | | | _ | \$191.18 | | |
| Musselman, Kedric | 132399 | KMusselman032 | 03/20/2025 | 03/21/2025 | 47.00 | | 214412250 - Equipment Operation |
| | | | | _ | \$47.00 | | |
| Navajo Sanitation | 132400 | NSI131752 | 03/06/2025 | 03/21/2025 | 297.00 | | 104672280 - Acc Trans Telephone |
| | | | | _ | \$297.00 | | |
| Navajo Tribal Utility Authority | 132401 | NTUA300011027 | 03/06/2025 | 03/21/2025 | 81.61 | | 214414270 - Utilities |
| Navajo Tribal Utility Authority | 132401 | NTUA300011027 | 03/06/2025 | 03/21/2025 | 35.02 | | 214414270 - Utilities |
| Navajo Tribal Utility Authority | 132401 | NTUA300011027 | 03/06/2025 | 03/21/2025 | 5.15 | | 104850270 - Special Proj Utilities |
| | | | | <i>-</i> | | | ₁ |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---|---------------------|--------------------------|--------------------------|--------------------------|------------------------------|-------------|--|
| Navajo Tribal Utility Authority | 132401 | NTUA300011027 | 03/06/2025 | 03/21/2025 | 10.02 | 2000 | 104850270 - Special Proj Utilities |
| Navajo Tribal Utility Authority | 132401 | NTUA300011041 | 03/13/2025 | 03/21/2025 | 133.11 | | 104574270 - TV Comm Útilities |
| | | | | | \$264.91 | | |
| Navajo Tribal Utility Authority | 132484 | NTUA300011027 | 03/06/2025 | 03/27/2025 | 84.58 | | 104850730 - Special Proj Other Ope |
| Navajo Tribal Utility Authority | 132484 | NTUA300011027 | 03/06/2025 | 03/27/2025 | 6.14 | | 104850730 - Special Proj Other Ope |
| Navajo Tribal Utility Authority | 132484 | NTUA300011027 | 03/06/2025 | 03/27/2025 | 5.92 | | 104850730 - Special Proj Other Ope |
| Navajo Tribal Utility Authority | 132484 | NTUA33001623 | 03/13/2025 | 03/27/2025 | 152.68 | | 104225270 - Fire/Rescue Utilities |
| Navajo Tribal Utility Authority | 132484 | NTUA390011422 | 03/06/2025 | 03/27/2025 _ | 123.66 | | 104225270 - Fire/Rescue Utilities |
| | | | | _ | \$372.98 | | |
| | | | | | \$637.89 | | |
| Nicholas & Company | 132402 | N&C9114511 | 03/17/2025 | 03/21/2025 | 2,860.55 | | 104230480 - Jail Kitchen Food |
| Nicholas & Company | 132485 | N&C9123291 | 03/24/2025 | 03/27/2025 | 2,871.73 | | 104230480 - Jail Kitchen Food |
| Nicholas & Company | 132485 | N&C9123296 | 03/27/2025 | 03/27/2025 | 384.07 | | 104678323 - Home Deliv Meals - M |
| Nicholas & Company | 132485 | N&C9123296 | 03/27/2025 | 03/27/2025 | 384.08 | | 104677323 - Congregate Meals - M |
| Nicholas & Company Nicholas & Company | 132485 132485 | N&C9123298 N&C9123298 | 03/27/2025 03/27/2025 | 03/27/2025 03/27/2025 | 909.53 909.54 | | 104678325 - Home Deliv Meals - Bl 104677325 - Congregate Meals - Bl |
| Micholas & Company | 132403 | NAC9123290 | 03/21/2023 | 03/21/2023 | \$5,458.95 | | 1040//323 - Congregate Meals - Bi |
| | | | | _ | \$8,319.50 | | |
| Nichols, Chesy | 132486 | CNichols031020 | 03/10/2025 | 03/27/2025 | 500.00 | | 264350310 - Professional and Tech |
| ,, | | | | - | \$500.00 | | |
| Nichols, Jacqueline | 132487 | CNichols031020 | 03/10/2025 | 03/27/2025 | 500.00 | | 264350310 - Professional and Tech |
| Thereas, easquemie | .02.10. | 0.41011010001020 | 00/10/2020 | - | \$500.00 | | 201000010 1101000101101 0110 10011 |
| North Wash Outfitters, LLP | 132488 | NWO99 | 03/06/2025 | 03/27/2025 | 2,147.36 | | 104215620 - Search Rescue Miscell |
| North Wash Guillers, EE | 102400 | 1444033 | 03/00/2023 | - | \$2,147.36 | | 104213020 - Gearen Resede Miseen |
| Obodo Energy Partners | 132489 | OEP2076 | 03/20/2025 | 03/27/2025 | 19,008.40 | | 105430310 - Cal Black Professional |
| Obodo Ellergy Faithers | 132409 | OLF 2070 | 03/20/2023 | 03/21/2023 | | | 100430310 - Cai Black Fluiessional |
| Office Equipment Co. / Office Etc. | 132490 | OEC510322 | 03/20/2025 | 03/27/2025 | \$19,008.40 165.00 | | 104150310 - Non-Dept Professional |
| Office Equipment Co. / Office Etc. | 132490 | OLC310322 | 03/20/2023 | 03/21/2023 | \$165.00 | | 104130310 - Non-Dept Floressional |
| OTIS, Inc. | 132403 | OEC100401876 | 03/17/2025 | 03/21/2025 | 1,279.86 | | 104161310 - Courthouse Profession |
| 0113, IIIc. | 132403 | OLC100401070 | 03/17/2023 | 03/21/2023 | <u> </u> | | 104101310 - Coultilouse Floression |
| Outback Fire Apparatus, Inc. | 122404 | OFA901 | 03/18/2025 | 03/21/2025 | \$1,279.86 | | 104220615 - Wild Fire Contracts |
| Outback Fire Apparatus, Inc. | 132404 | OFA901 | 03/16/2023 | 03/21/2025 - | 39,053.00 | | 104220015 - Wild Fire Contracts |
| 5 | 40040- | D14/00000404 | 00//0/000 | 00/04/0007 | \$39,053.00 | | |
| Packard Wholesale Co. | 132405 | PWC3028401 | 03/12/2025 | 03/21/2025 | 57.73 67.20 | | 104678328 - Home Deliv Meals - La |
| Packard Wholesale Co. Packard Wholesale Co. | 132405 132405 | PWC3028404 PWC3028407 | 03/12/2025 03/12/2025 | 03/21/2025 03/21/2025 | 67.29 146.25 | | 104677325 - Congregate Meals - Bl 104677323 - Congregate Meals - M |
| Packard Wholesale Co. Packard Wholesale Co. | 132405 | PWC3028407 PWC3028927 | 03/12/2025 | 03/21/2025 | 162.28 | | 104677323 - Congregate Meals - M 104166260 - PS Bldg Buildings and |
| i donard viriolesale ou. | 102700 | 1 4403020321 | 00/13/2020 | 03/21/2023 _ | \$433.55 | | 10+100200 - 1 0 blug bullulligs allu |
| | | | | | φ 4 33.33 | | |

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| | Reference | Invoice | Invoice | Payment | | | |
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| Payee Name | Number | Number | Ledger Date | Ďate | Amount | Description | Ledger Account |
| Packard Wholesale Co. | 132491 | PWC3028436 | 03/13/2025 | 03/27/2025 | 242.92 | • | 104230350 - Jail State Prisoner Exp |
| Packard Wholesale Co. | 132491 | PWC3028932 | 03/19/2025 | 03/27/2025 | 101.14 | | 104678323 - Home Deliv Meals - M |
| Packard Wholesale Co. | 132491 | PWC3028932 | 03/19/2025 | 03/27/2025 | 101.15 | | 104677323 - Congregate Meals - M |
| | | | | _ | \$445.21 | | |
| | | | | _ | \$878.76 | | |
| Page, Justin | 132492 | JPage03262025 | 03/26/2025 | 03/27/2025 | 150.00 | | 214414480 - Special Department Su |
| 3,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | 3 | | - | \$150.00 | | |
| PEHP | 122402 | PEHP03-2025 | 03/25/2025 | 02/27/2025 | | | 102226000 - Health Insurance |
| PEHP | 132493 132493 | PR021725-2584 | 03/25/2025 | 03/27/2025 03/27/2025 | -11,751.94 16.60 | Vision Only Family | 102226000 - Health Insurance |
| PEHP | 132493 | PR021725-2584 PR030225-2584 | | 03/27/2025 | 112.80 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 PR030225-2584 | 03/07/2025 03/07/2025 | 03/27/2025 | 157.04 | Vision Only Employee Vision Only Employee +1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 PR030225-2584 | 03/07/2025 | 03/27/2025 | 270.32 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 PR030225-2584 | 03/07/2025 | 03/27/2025 | | Vision Only Family | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 PR030225-2584 | 03/07/2025 | 03/27/2025 | 798.22 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 PR030225-2584 | 03/07/2025 | 03/27/2025 | | HDHP Employee +1 Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 PR030225-2584 | 03/07/2025 | 03/27/2025 | 2,105.96 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | 2,103.90 | . , | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | , | 1 7 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | | HDHP Employee +1 Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | | HDHP Employee Only Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | | HDHP Family Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | 6,612.97 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | 12,635.64 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | • | HDHP Family Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | 17,091.60 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/07/2025 | 03/27/2025 | 19,940.34 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030225-2584 | 03/21/2025 | 03/27/2025 | 8.30 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | 3.76 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | 6.04 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | 32.70 | Employee Assistance Program | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | 83.00 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | | , , | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | | HDHP Employee +1 Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | | HDHP Family Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | | HDHP Family Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | 2,848.60 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR030325-2584 | 03/07/2025 | 03/27/2025 | 8,545.86 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 112.80 | • | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 157.04 | , , , | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 268.14 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 390.10 | . , | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | | HDHP Employee Only Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | | HDHP Employee +1 Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 2,105.96 | • • | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | | Dual Traditional Employee + 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 2,543.40 | · · · · | 102226000 - Health Insurance |

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| | Reference | Invoice | Invoice | Dovment | | | |
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| Payee Name | Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 4,957.02 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 5,188.43 | HDHP Employee Only Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 5,587.50 | | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 6,612.97 | Traditional Employee Only Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 12,635.64 | Traditional Employee +1 Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | • | HDHP Family Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 17,091.60 | Traditional Family Tier 1 | 102226000 - Fleath Insurance |
| PEHP | 132493 | PR031625-2584 | 03/21/2025 | 03/27/2025 | 19,940.34 | Traditional Family Tier 2 | 102226000 - Fleath Insurance |
| PEHP | 132493 | PR031725-2584 | 03/21/2025 | 03/27/2025 | 3.76 | Vision Employee Only | 102226000 - Fleath Insurance |
| PEHP | 132493 | PR031725-2584 PR031725-2584 | 03/21/2025 | 03/27/2025 | 6.04 | Vision Employee +1 | 102226000 - Fleath Insurance |
| PEHP | 132493 | PR031725-2584 PR031725-2584 | 03/21/2025 | 03/27/2025 | 32.70 | Employee Assistance Program | 102226000 - Health Insurance |
| PEHP | 132493 | | 03/21/2025 | 03/27/2025 | 83.00 | | 102226000 - Health Insurance |
| PEHP | | PR031725-2584 | 03/21/2025 | 03/27/2025 | | Vision Family | 102226000 - Health Insurance |
| PEHP | 132493 | PR031725-2584 | | | 399.11 | HDHP Employee Only Tier 2 | |
| | 132493 | PR031725-2584 | 03/21/2025 | 03/27/2025 | 826.16 | 1 / | 102226000 - Health Insurance |
| PEHP | 132493 | PR031725-2584 | 03/21/2025 | 03/27/2025 | 1,117.53 | HDHP Family Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031725-2584 | 03/21/2025 | 03/27/2025 | 2,235.00 | HDHP Family Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031725-2584 | 03/21/2025 | 03/27/2025 | 2,848.60 | Traditional Family Tier 1 | 102226000 - Health Insurance |
| PEHP | 132493 | PR031725-2584 | 03/21/2025 | 03/27/2025 | 8,545.86 | Traditional Family Tier 2 | 102226000 - Health Insurance |
| PEHP | 132493 | PR033025-2584 | 03/25/2025 | 03/27/2025 | 8.30 | Vision Family | 102226000 - Health Insurance |
| PEHP | 132493 | PR033125-2584 | 03/25/2025 | 03/27/2025 | 16.60 | Vision Family | 102226000 - Health Insurance |
| | | | | | \$215,404.39 | | |
| PEHP | 132494 | PEHPSupp0331 | 03/27/2025 | 03/27/2025 | 87.78 | | 104965134 - Undistributed Health In |
| | | | | • | \$215,492.17 | | |
| Power Systems West | 132495 | PSWSI25300005 | 03/20/2025 | 03/27/2025 | 61.61 | | 574424260 - Buildings and Grounds |
| | | | | - | \$61.61 | | |
| Quill Corporation | 132407 | Q43023183 | 02/25/2025 | 03/21/2025 | 828.45 | | 104143240 - Treasurer Office Expen |
| Quill Corporation | 132407 | Q43025763 Q43025244 | 02/25/2025 | 03/21/2025 | 250.99 | | 104143240 - Treasurer Office Expen |
| Quili Corporation | 132401 | Q43023244 | 02/23/2023 | 03/21/2023 | | | 104 143240 - Treasurer Office Experi |
| | | | | | \$1,079.44 | | |
| Quill Corporation | 132496 | Q43127154 | 03/04/2025 | 03/27/2025 | 250.95 | | 104671240 - Area Plan Office Expen |
| Quill Corporation | 132496 | Q43294390 | 03/14/2025 | 03/27/2025 | 25.87 | | 104150240 - Non-Dept Office Expen |
| Quill Corporation | 132496 | Q43294390 | 03/14/2025 | 03/27/2025 | 134.32 | | 104671240 - Area Plan Office Expen |
| | | | | | \$411.14 | | |
| | | | | - | \$1,490.58 | | |
| Redds Ace Hardware, LLC | 132408 | IN072AAD | 03/20/2025 | 03/21/2025 | -91.54 | Credit | 104161260 - Courthouse Buildings a |
| Redds Ace Hardware, LLC | 132408 | RAH911588 | 03/13/2025 | 03/21/2025 | 9.14 | | 104676610 - Senior Cit Miscellaneo |
| Redds Ace Hardware, LLC | 132408 | RAH911592 | 03/13/2025 | 03/21/2025 | 8.37 | | 104676610 - Senior Cit Miscellaneo |
| Redds Ace Hardware, LLC | 132408 | RAH911730 | 03/17/2025 | 03/21/2025 | 13.58 | | 104676260 - Senior Cit Buildings an |
| Redds Ace Hardware, LLC | 132408 | RAH911817 | 03/18/2025 | 03/21/2025 | 57.95 | | 104161260 - Courthouse Buildings a |
| Redds Ace Hardware, LLC | 132408 | RAH911833 | 03/18/2025 | 03/21/2025 | 15.18 | | 104166260 - PS Bldg Buildings and |
| Redds Ace Hardware, LLC | 132408 | RAH911863 | 03/19/2025 | 03/21/2025 | 23.99 | | 104676260 - Senior Cit Buildings an |
| Redds Ace Hardware, LLC | 132408 | RAH911900 | 03/20/2025 | 03/21/2025 | 17.99 | | 574424260 - Buildings and Grounds |
| . 10 ddo / 100 i idi dwalo, LEO | 102 100 | | 33,20,2020 | | \$54.66 | | o. The head ballanings and Grounds |
| Redds Ace Hardware, LLC | 132497 | RAH912149 | 03/25/2025 | 03/27/2025 | 43.97 | | 214412250 - Equipment Operation |
| 1.30do / 100 Haraward, LLO | 102701 | 10 11 10 12 170 | 00/20/2020 | 00/21/2020 | 1 0.51 | | 211112200 Equipmont Operation |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---|---------------------|----------------------------------|--------------------------|--------------------------|-------------------|-------------|---|
| Redds Ace Hardware, LLC | 132497 | RAH912244 | 03/26/2025 | 03/27/2025 | 47.98 | 2000р | 574424270 - Utilities |
| Redds Ace Hardware, LLC | 132497 | RAH912258 | 03/26/2025 | 03/27/2025 | 21.99 | | 574424250 - Equipment Operation |
| | | | | _ | \$113.94 | | |
| | | | | | \$168.60 | | |
| RelaDyne West, LLC | 132409 | RD1202687IN | 03/13/2025 | 03/21/2025 | 815.10 | | 214412250 - Equipment Operation |
| | | | | | \$815.10 | | |
| Rocky Mountain Power | 132498 | RMP592886360 | 03/06/2025 | 03/27/2025 | 37.16 | | 104225270 - Fire/Rescue Utilities |
| Rocky Mountain Power Rocky Mountain Power | 132498 132498 | RMP592886360 RMP732417840 | 03/06/2025 03/06/2025 | 03/27/2025 03/27/2025 | 31.15 112.54 | | 104225270 - Fire/Rescue Utilities 104225270 - Fire/Rescue Utilities |
| ,, | | | 337337 | _ | \$180.85 | | |
| | | | | - | \$180.85 | | |
| Rouch, Terry | 132499 | TRoush0317202 | 03/27/2025 | 03/27/2025 | 234.40 | | 104679610 - State Alt Miscellaneous |
| | | | | - | \$234.40 | | |
| Sallee, Tyler | 132500 | TSallee0324202 | 03/24/2025 | 03/27/2025 | 150.00 | | 214414480 - Special Department Su |
| | | | | - | \$150.00 | | |
| San Juan Building Supply Inc. | 132410 | SJBS250327565 | 03/19/2025 | 03/21/2025 | 1,925.28 | | 574424610 - Miscellaneous Supplie |
| San Juan Building Supply Inc. | 132410 | SJBS259327522 | 03/12/2025 | 03/21/2025 | 5.04 | | 574424610 - Miscellaneous Supplie |
| Can Juan Duilding Cumply Inc | 422504 | C IDC050207640 | 02/26/2025 | 02/27/2025 | \$1,930.32 | | E74424C40 Miggallangous Supplie |
| San Juan Building Supply Inc. | 132501 | SJBS250327618 | 03/26/2025 | 03/27/2025 | 1,041.22 | | 574424610 - Miscellaneous Supplie |
| Can Juan Clinia | 122502 | C IClinio612006 | 02/20/2025 | 02/27/2025 | \$2,971.54 | | 24.444.4620 Miccollanacua Santias |
| San Juan Clinic San Juan Clinic | 132502 132502 | SJClinic613986 SJClinic614858 | 03/20/2025 03/13/2025 | 03/27/2025 03/27/2025 | 72.00 170.88 | | 214414620 - Miscellaneous Service 104230312 - Jail Inmate Medical Ex |
| | | | | - | \$242.88 | | |
| | | | | - | \$242.88 | | |
| San Juan Health Services | 132411 | SJHealth317202 | 03/17/2025 | 03/21/2025 | 10.00 | | 264350610 - Miscellaneous Supplie |
| | | | | - | \$10.00 | | |
| San Juan Hospital | 132412 | SJHospital61427 | 02/28/2025 | 03/21/2025 | 23.63 | | 104230312 - Jail Inmate Medical Ex |
| | | | | - | \$23.63 | | |
| San Juan Pharmacy Blanding | 132413 | SJPharmacy150 | 01/31/2025 | 03/21/2025 | 33.28 | | 104230312 - Jail Inmate Medical Ex |
| | | | | - | \$33.28 | | |
| Simpleview, LLC | 132503 | SVINVSVUS101 | 02/20/2025 | 03/27/2025 | 333.43 | | 104193210 - Visitor Serv Subscriptio |
| | | | | - | \$333.43 | | |
| SJR Media | 132414 | SJRM165604A | 02/24/2025 | 03/21/2025 | 30.00 | | 104210210 - Sheriff Subscriptions a |
| SJR Media | 132504 | SJRM165699 | 03/19/2025 | 03/27/2025 | 705.60 | | 105430620 - Cal Black Miscellaneou |
| | | | | - | \$735.60 | | |
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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | |
|---|---------------------|--------------------------------|--------------------------|--------------------------|---------------------|-------------|---|--|
| Skinner, Ron | 132505 | RSkinner032120 | 03/21/2025 | 03/27/2025 | 75.00 | , | 255007.230 - Indirect Admin Travel | |
| | | | | _ | \$75.00 | | | |
| Smith, Matt | 132506 | MSmith0325202 | 03/27/2025 | 03/27/2025 | 840.00 | | 103511000 - Justice Court Fines | |
| | | | | - | \$840.00 | | | |
| Snap - On Tools | 132415 | SOTC03182560 | 03/18/2025 | 03/21/2025 | 143.00 | | 214412250 - Equipment Operation | |
| | | | | _ | \$143.00 | | | |
| Sorenson Advertising, LLC, DBA B | 132507 | BR2014328 | 03/19/2025 | 03/27/2025 | 31,425.00 | | 104193920 - Visitor Serv Grants | |
| | | | | - | \$31,425.00 | | | |
| Southern Tire Mart, LLC | 132416 | STM6280006273 | 03/14/2025 | 03/21/2025 | 1,250.40 | | 214412250 - Equipment Operation | |
| Southern Tire Mart, LLC | 132508 | STM6280006312 | 03/21/2025 | 03/27/2025 | 250.00 | | 214412250 - Equipment Operation | |
| | | | | _ | \$1,500.40 | | | |
| Southwest Health System, Inc. | 132509 | SWWIC4222_03 | 03/27/2025 | 03/27/2025 | 77.43 | | 255400.310 - Cancer Screening Pro | |
| | | | | - | \$77.43 | | | |
| Staker Paving & Construction DBA | 132417 | NC&M6561464 | 03/13/2025 | 03/21/2025 | 12,656.31 | | 214414410 - Road Supplies | |
| | | | | _ | \$12,656.31 | | | |
| Stubbs, Silvia | 132510 | SStubs03242025 | 03/24/2025 | 03/27/2025 | 1,611.00 | | 104111230 - Commission Travel Exp | |
| Stubbs, Silvia | 132510 | SStubs03242025 | 03/24/2025 | 03/27/2025 | 1,614.00 | | 104111230 - Commission Travel Exp | |
| | | | | - | \$3,225.00 | | | |
| Summit Food Somios II C | 122511 | CECINIV/2000227 | 02/49/2025 | 02/27/2025 | \$3,225.00 | | 274220250 Inmete Commission Fy | |
| Summit Food Service, LLC Summit Food Service, LLC | 132511 132511 | SFSINV2000237 SFSINV2000237 | 03/18/2025 03/18/2025 | 03/27/2025 03/27/2025 | 1,224.78 185.77 | | 274230350 - Inmate Commissary Ex 274230350 - Inmate Commissary Ex | |
| Summit Food Service, LLC | 132511 | SFSINV2000238 | 03/25/2025 | 03/27/2025 | 1,200.15 | | 274230350 - Inmate Commissary Ex | |
| Summit Food Service, LLC | 132511 | SFSINV2000238 | 03/25/2025 | 03/27/2025 | 16.31 \$2,627.01 | | 274230350 - Inmate Commissary Ex | |
| | | | | - | \$2,627.01 | | | |
| Sysco Intermountain Food Svc. | 132418 | Sysco68537243 | 03/14/2025 | 03/21/2025 | 666.99 | | 104230480 - Jail Kitchen Food | |
| Sysco Intermountain Food Svc. | 132512 | Sysco68538053 | 03/18/2025 | 03/27/2025 | 517.85 | | 104230480 - Jail Kitchen Food | |
| Sysco Intermountain Food Svc. | 132512 | Sysco68538687 | 03/21/2025 | 03/27/2025 | 472.97 | | 104230480 - Jail Kitchen Food | |
| Sysco Intermountain Food Svc. | 132512 | Sysco68539544 | 03/25/2025 | 03/27/2025 | 562.19 | | 104230480 - Jail Kitchen Food | |
| | | | | _ | \$1,553.01 | | | |
| | | | | | \$2,220.00 | | | |
| Tate, Jed | 132419 | JTate03172025 | 03/17/2025 | 03/21/2025 | 586.00 | | 574424230 - Travel Expense | |
| Tate, Jed Tate, Jed | 132513 132513 | JTate03272025 JTate03272025 | 03/27/2025 03/27/2025 | 03/27/2025 03/27/2025 | 553.37 1,045.00 | | 574424230 - Travel Expense 574424310 - Professional and Tech | |
| | .020.0 | 3.4.5552.7255 | 00,21,2020 | - | \$1,598.37 | | 5 <u>2</u> . 6 . 5 | |
| | | | | - | \$2,184.37 | | | |
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| | Reference | Invoice | Invoice | Payment | | | |
|---|------------------|--------------------------------|--------------------------|--------------------------|------------------|-------------|---|
| Payee Name | Number | Number | Ledger Date | <u>Date</u> | Amount | Description | Ledger Account |
| TecServ, Inc | 132420 | TS16841 | 03/06/2025 | 03/21/2025 | 1,421.70 | | 104151740 - IT Equipment Purchas |
| TecServ, Inc | 132420 | TS16843 | 03/06/2025 | 03/21/2025 | 13,500.00 | | 104151254 - IT Maintenance Contra |
| | | | | _ | \$14,921.70 | | |
| | | | | | \$14,921.70 | | |
| Teleflex | 132421 | T9509685592 | 03/05/2025 | 03/21/2025 | 1,100.00 | | 264350610 - Miscellaneous Supplie |
| | | | | - | \$1,100.00 | | |
| Terracon Consultants Inc. | 132422 | TTN53175 | 03/10/2025 | 03/21/2025 | 23,700.00 | | 454166725 - Building Improvements |
| | | | | - | \$23,700.00 | | |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 10.99 | | 264350240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 12.14 | | 264350610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 17.99 | | 264350310 - Professional and Tech |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 49.75 | | 264350610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 84.00 | | 264350141 - Uniform Allowance |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 104.45 | | 264350240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 129.99 | | 264350240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 134.10 | | 264350310 - Professional and Tech |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 159.49 | | 264350610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 132423 | USBankJHoggar | 03/10/2025 | 03/21/2025 | 723.00 | | 264350310 - Professional and Tech |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 32.33 | | 574424330 - Employee Education |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 53.64 | | 574424330 - Employee Education |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 90.37 | | 574424330 - Employee Education |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 103.95 | | 574424250 - Equipment Operation |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 150.00 | | 574424310 - Professional and Tech |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 181.95 | | 574424240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 211.60 | | 574424240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 245.91 | | 574424240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 319.18 | | 574424250 - Equipment Operation |
| U.S. Bank Corporate Payment | 132423 | USBankJTate03 | 03/10/2025 | 03/21/2025 | 500.00 | | 574424210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 132423 | USBankNPerkin | 03/10/2025 | 03/21/2025 | 57.77 | | 724581610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 132423 | USBankNPerkin | 03/10/2025 | 03/21/2025 | 100.37 | | 724581240 - Office Expense |
| U.S. Bank Corporate Payment | 132423 | USBankNPerkin | 03/10/2025 | 03/21/2025 | 331.54 | | 724581620 - Special Programs |
| U.S. Bank Corporate Payment | 132423 | USBankNPerkin | 03/10/2025 | 03/21/2025 | 971.07 | | 724581480 - Collection Developmen |
| U.S. Bank Corporate Payment | 132423 | USBankNPerkin | 03/10/2025 | 03/21/2025 | 4,590.11 | | 724581920 - Grant Expenses - Unall |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 21.35 | | 104255610 - EOC Miscellaneous Su |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 102.96 | | 104255280 - EOC Telephone |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 120.00 | | 104255280 - EOC Telephone |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 365.48 | | 104678329 - Home Deliv Meals - Bl |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 368.48 | | 104678328 - Home Deliv Meals - La |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 600.00 | | 104684610 - Respite Miscellaneous |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 660.00 | | 104682330 - State Waiver Employe |
| U.S. Bank Corporate Payment | 132423 | USBankTGalleg | 03/10/2025 | 03/21/2025 | 1,143.89 | | 104684610 - Respite Miscellaneous |
| C.C. Dank Corporate Faymont | 102720 | CODAIN I Calley | 00/10/2020 | - | \$12,747.85 | | 10 100 10 10 10 100pite Milotolianous |
| | | | | | φιζ,141.00 | | |
| U.S. Bank Corporate Payment U.S. Bank Corporate Payment | 132514 132514 | USBAFreestone USBAFreestone | 03/10/2025 03/10/2025 | 03/27/2025 03/27/2025 | 139.62 249.08 | | 104210900 - Sheriff Grants 104210620 - Sheriff Miscellaneous |

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|----------------------------------|---------------------|---------------------|------------------------|-----------------|-------------|-------------|--------------------------------------|
| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
| U.S. Bank Corporate Payment | 132514 | USBAFreestone | 03/10/2025 | 03/27/2025 | 325.00 | Description | 104210330 - Sheriff Employee Educ |
| U.S. Bank Corporate Payment | 132514 | USBAFreestone | 03/10/2025 | 03/27/2025 | 1,449.30 | | 104215620 - Search Rescue Miscell |
| U.S. Bank Corporate Payment | 132514 | USBankRNiema | 03/10/2025 | 03/27/2025 | 21.34 | | 104860210 - CJC Subscriptions and |
| U.S. Bank Corporate Payment | 132514 | USBankRNiema | 03/10/2025 | 03/27/2025 | 105.00 | | 104860610 - CJC Miscellaneous Su |
| U.S. Bank Corporate Payment | 132514 | USBAYamamoto | 03/10/2025 | 03/27/2025 | 23.16 | | 104193240 - Visitor Serv Office Exp |
| U.S. Bank Corporate Payment | 132514 | USBAYamamoto | 03/10/2025 | 03/27/2025 | 71.86 | | 104193490 - Visitor Serv Advertising |
| U.S. Bank Corporate Payment | 132514 | USBAYamamoto | 03/10/2025 | 03/27/2025 | 95.00 | | 104193480 - Visitor Serv Special De |
| U.S. Bank Corporate Payment | 132514 | USBAYamamoto | 03/10/2025 | 03/27/2025 | 366.34 | | 104193230 - Visitor Serv Travel Exp |
| U.S. Bank Corporate Payment | 132514 | USBAYamamoto | 03/10/2025 | 03/27/2025 | 1,025.93 | | 104192310 - Econ Dev Professional |
| U.S. Bank Corporate Payment | 132514 | USBJBegay0310 | 03/10/2025 | 03/27/2025 | 101.24 | | 104210740 - Sheriff Equipment Purc |
| U.S. Bank Corporate Payment | 132514 | USBJBegay0310 | 03/10/2025 | 03/27/2025 | 150.00 | | 104211610 - Task Force Miscellaneo |
| U.S. Bank Corporate Payment | 132514 | USBJBegay0310 | 03/10/2025 | 03/27/2025 | 162.87 | | 104210740 - Sheriff Equipment Purc |
| U.S. Bank Corporate Payment | 132514 | USBJBegay0310 | 03/10/2025 | 03/27/2025 | 178.60 | | 104211230 - Task Force Travel Expe |
| U.S. Bank Corporate Payment | 132514 | USBJBegay0310 | 03/10/2025 | 03/27/2025 | 405.65 | | 104210740 - Sheriff Equipment Purc |
| U.S. Bank Corporate Payment | 132514 | USBLLacy03102 | 03/10/2025 | 03/27/2025 | 118.67 | | 104210230 - Sheriff Travel Expense |
| U.S. Bank Corporate Payment | 132514 | USBMShumway | 03/10/2025 | 03/27/2025 | 23.46 | | 104230350 - Jail State Prisoner Exp |
| U.S. Bank Corporate Payment | 132514 | USBMShumway | 03/10/2025 | 03/27/2025 | 59.76 | | 104230610 - Jail Miscellaneous Sup |
| U.S. Bank Corporate Payment | 132514 | USBMShumway | 03/10/2025 | 03/27/2025 | 110.00 | | 104210110 - Sheriff Salaries and Wa |
| U.S. Bank Corporate Payment | 132514 | USBMShumway | 03/10/2025 | 03/27/2025 | 235.05 | | 104230480 - Jail Kitchen Food |
| U.S. Bank Corporate Payment | 132514 | USBMShumway | 03/10/2025 | 03/27/2025 | 314.14 | | 104230230 - Jail Travel Expense |
| U.S. Bank Corporate Payment | 132514 | USBMShumway | 03/10/2025 | 03/27/2025 | 574.98 | | 104215620 - Search Rescue Miscell |
| | | | | | \$6,306.05 | | |
| | | | | - | \$19,053.90 | | |
| United States Postal Service | 132515 | USPSFees0320 | 03/27/2025 | 03/27/2025 | 350.00 | | 104173241 - Elections Postage |
| United States Postal Service | 132515 | USPSFees0320 | 03/27/2025 | 03/27/2025 | 1,020.00 | | 104173241 - Elections Postage |
| Office States 1 Ostal Oct vice | 102010 | 001 01 0030320 | 03/21/2023 | 03/21/2023 | \$1,370.00 | | 104170241 - Elections 1 Ostage |
| | | | | - | | | |
| | | | | | \$1,370.00 | | |
| Utah Department of Public Safety | 132516 | DeptPublicSafety | 09/24/2024 | 03/27/2025 | 1,000.00 | 25H0000123 | 274230350 - Inmate Commissary Ex |
| | | | | - | \$1,000.00 | | |
| Utah Sheriff's Association | 132517 | USA202419 | 10/01/2024 | 03/27/2025 | 3,715.50 | | 104210210 - Sheriff Subscriptions a |
| | | | | - | \$3,715.50 | | |
| Utah State Treasurer | 132426 | UTTreas02-2025 | 02/28/2025 | 03/21/2025 | 30.00 | | 103222000 - Marriage Licenses |
| Utah State Treasurer | 132426 | UTTreas02-2025 | 02/28/2025 | 03/21/2025 | 18,728.60 | | 103511000 - Justice Court Fines |
| | | | | - | \$18,758.60 | | |
| | | | | - | \$18,758.60 | | |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 10.65 | | 104610241 - Ag Ext Postage |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 89.70 | | 104610610 - Ag Ext Miscellaneous |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 130.24 | | 104610210 - Ag Ext Subscriptions a |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 189.00 | | 104610220 - Ag Ext Public Notices |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 261.79 | | 104610230 - Ag Ext Travel Expense |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 454.00 | | 104610240 - Ag Ext Office Expense |
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 490.99 | | 104610480 - Ag Ext Special Depart |
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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---|---------------------|----------------------------------|--------------------------|--------------------------|----------------|-------------|--|
| Utah State University | 132427 | USUExA356292 | 03/14/2025 | 03/21/2025 | 2,804.79 | - | 104610620 - Ag Ext Miscellaneous |
| | | | | • | \$4,431.16 | | |
| | | | | - | \$4,431.16 | | |
| Verizon Wireless | 132428 | Verizon6107355 | 03/01/2025 | 03/21/2025 | 287.47 | | 104192280 - Econ Dev Telephone |
| Verizon Wireless | 132428 | Verizon6107899 | 03/07/2025 | 03/21/2025 | 544.27 | | 104610620 - Ag Ext Miscellaneous |
| | | | | | \$831.74 | | |
| Verizon Wireless | 132518 | Verizon6105986 | 03/10/2025 | 03/27/2025 | 1,404.77 | | 104610280 - Ag Ext Telephone |
| Verizon Wireless | 132518 | Verizon6107425 | 03/27/2025 | 03/27/2025 | 170.68 | | 104145280 - Attorney Telephone |
| Verizon Wireless | 132518 | Verizon6107437 | 03/01/2025 | 03/27/2025 | 53.45 | | 255281.280 - EED - Epidemiology T |
| Verizon Wireless | 132518 | Verizon6107437 | 03/01/2025 | 03/27/2025 | 53.45 | | 255310.280 - PHEP Preparedness T |
| Verizon Wireless | 132518 | Verizon6108418 | 03/13/2025 | 03/27/2025 | 157.07 | | 264350280 - Telephone |
| Verizon Wireless Verizon Wireless | 132518 132518 | Verizon6108418 Verizon6108418 | 03/13/2025 | 03/27/2025 03/27/2025 | 85.34 53.45 | | 104255280 - EOC Telephone 214414280 - Telephone |
| Verizon Wireless Verizon Wireless | 132518 | Verizon6108461 | 03/13/2025 03/13/2025 | 03/27/2025 | 213.49 | | 104211610 - Task Force Miscellaneo |
| Verizon Wireless | 132518 | Verizon6108461 | 03/13/2025 | 03/27/2025 | 186.92 | | 104230280 - Jail Telephone |
| Verizon Wireless | 132518 | Verizon6108471 | 03/13/2025 | 03/27/2025 | 55.00 | | 104112280 - Planning Telephone |
| Verizon Wireless | 132518 | Verizon6108471 | 03/13/2025 | 03/27/2025 | 86.42 | | 104111280 - Commission Telephone |
| Verizon Wireless | 132518 | Verizon6108471 | 03/13/2025 | 03/27/2025 | 321.36 | | 104672280 - Acc Trans Telephone |
| | | | | • | \$2,841.40 | | · |
| | | | | - | \$3,673.14 | | |
| Wheeler Machinery Company | 132430 | WMCPS001836 | 01/30/2025 | 03/21/2025 | 50.60 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132430 | WMCPS001847 | 02/19/2025 | 03/21/2025 | 44.22 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132430 | WMCPS001858 | 03/12/2025 | 03/21/2025 | 293.78 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132430 | WMCPS001860 | 03/14/2025 | 03/21/2025 | 1,595.72 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132430 | WMCPS001860 | 03/14/2025 | 03/21/2025 | 139.30 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132430 | WMCSS000538 | 01/31/2025 | 03/21/2025 | 2,890.98 | | 214412250 - Equipment Operation |
| MI 1 M 1: 0 | 400500 | W/MODO004055 | 00/05/0005 | 00/07/0005 | \$5,014.60 | | 044440050 5 : 40 :: |
| Wheeler Machinery Company | 132520 | WMCPC001855 WMCPS001790 | 03/25/2025 | 03/27/2025 | -50.47 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company Wheeler Machinery Company | 132520 132520 | WMCPS001790 WMCPS001861 | 10/29/2024 03/18/2025 | 03/27/2025 03/27/2025 | 50.47 98.30 | | 214412250 - Equipment Operation 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132520 | WMCPS001862 | 03/19/2025 | 03/27/2025 | 96.68 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132520 | WMCPS001863 | 03/20/2025 | 03/27/2025 | 57.82 | | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 132520 | WMCPS001863 | 03/21/2025 | 03/27/2025 | 165.61 | | 214412250 - Equipment Operation |
| , , , | | | | - | \$418.41 | | |
| | | | | • | \$5,433.01 | | |
| Woolpert | 132431 | WPTIN0036291 | 02/19/2025 | 03/21/2025 | 5,339.05 | | 105430480 - Cal Black Special Dep |
| | | | | | \$5,339.05 | | |
| WW Simpson Enterprises Inc, DBA | 132432 | TRC&C0317202 | 03/17/2025 | 03/21/2025 | 1,200.00 | | 104192920 - Econ Dev Rural Count |
| | | | | | \$1,200.00 | | |
| Yamamoto-Sparks, Allison | 132433 | AY03122025 | 03/12/2025 | 03/21/2025 | 119.00 | | 104193230 - Visitor Serv Travel Exp |
| | | | | | \$119.00 | | |

Page 16 3/28/2025 10:08 AM

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|-----------------------------------|---------------------|-------------------|------------------------|-----------------|--------------|-------------|------------------------------------|
| Young Automotive Group | 132521 | YAG03262025 | 03/27/2025 | 03/27/2025 | 3,989.00 | | 214412250 - Equipment Operation |
| | | | | • | \$3,989.00 | | |
| Zions Bancorporation: Attn Dave M | 132434 | PR031625-6877 | 03/21/2025 | 03/21/2025 | 372.06 | Garnishment | 102229500 - Other Deductions Paya |
| | | | | • | \$372.06 | | |
| Zoro Tools, Inc. | 132435 | ZINV15959321 | 03/17/2025 | 03/21/2025 | 565.99 | | 104161260 - Courthouse Buildings a |
| Zoro Tools, Inc. | 132522 | ZINV16006662 | 03/25/2025 | 03/27/2025 | 249.99 | | 104161260 - Courthouse Buildings a |
| | | | | | \$815.98 | | |
| | | | | • | \$651,678.44 | | |



COMMISSION STAFF REPORT

MEETING DATE: April 1, 2025

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department - STD

Disease Intervention Services - 2019 Amendment 8, by

Mike Moulton, Interim Public Health Director

RECOMMENDATION: Approve

SUMMARY

This amendment increases funding by \$667.00 and updates Attachment A, effective March 1, 2025, adding the amount to the funding section.

The general purpose of this contract is to provide Disease Intervention Services and Sexually Transmitted Disease Testing to individuals within San Juan County.

The desired outcome is to reduce the rate of STD infections and congenital syphilis cases.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The funding amount will be increased by \$667.00 in federally reimbursed funding with no local obligation for activities between March 1, 2025, through December 31, 2099 (74 years).



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

1901709 Department Log Number 192700666

State Agreement ID

- 1. CONTRACT NAME: The name of this contract is San Juan County Health Department STD Disease Intervention Services 2019 Amendment 8.
- 2. CONTRACTING PARTIES: This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESSMAILING ADDRESSSan Juan CountySan Juan County735 S 200 W, Ste 2735 S 200 W, Ste 2Blanding, UT 84511Blanding, UT 84511

Vendor ID: 06866HL Commodity Code: 99999

- 3. PURPOSE OF CONTRACT AMENDMENT: The purpose of this amendment is to increase the contract amount and to replace Attachment "A".
- 4. CHANGES TO CONTRACT:
 - 1. The contract amount is being changed. The original amount was \$195,309.33. The funding amount will be increased by \$667.00 in federal funds. New total funding is \$195,976.33.
 - 2. Attachment "A", effective March 1, 2025, is replacing Attachment "A", which was effective February 2025. The document title is changed, Article "III" Funding, Section A is changed, A (16) is added.

UEI: WCVABP2FEVA2 Indirect Cost Rate: 0.0 %

Federal Funds

| reuerai rurius | | | |
|--------------------|-------------------------|--------------------|--------------------|
| Federal Program | Strengthening STD | Award Number | 6 NH25PS005169-05- |
| Name | Prevention and | | 03 |
| | Control for Health | | |
| | Departments (STD | | |
| | PCHD) | | |
| Federal Awarding | CDC Office of Financial | Federal Award | NH25PS005169 |
| Agency | Resources | Identification | |
| | | Number | |
| Assistance Listing | Preventive Health | Federal Award Date | 01/03/2024 |
| Title | Services Sexually | | |
| | Transmitted Diseases | | |
| | Control Grants | | |

| Assistance Listing | 93.977 | Funding Amount | \$667.00 |
|--------------------|--------|----------------|----------|
| Number | | | |

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 03/01/2025.
- 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.
- 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

| Contract with Utah Department of Health & Human Services and San Juan County, | Log# |
|---|------|
| 1901709 | |

IN WITNESS WHEREOF, the parties enter into this agreement.

| Signature |
|-------------------------|
| Signed by: |
| |
| |
| Jamie Harvey |
| County Commission Chair |
| Data Claus de |
| Date Signed: |

Attachment A: Special Provisions

San Juan Health Department - STD Disease Intervention Services - 2019 Amendment 8

I. GENERAL PURPOSE:

A. The general purpose of this contract is to provide Disease Intervention Services and Sexually Transmitted Disease Testing to individuals within the Grantee's jurisdiction.

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "DIS" means Disease Intervention Specialist.
- C. "Education" means one on one discussion and distribution of educational materials if applicable.
- D. "EpiTrax" means the Utah electronic disease surveillance system.
- E. "Grantee" means Contractor.
- F. "Partner services" means eliciting sexual partner information and contacting partners for risk-reduction education, testing, and treatment.
- G. "PrEP" means Pre-exposure Prophylaxis.
- H. "QA" means Quality Assurance.
- I. "STD" means Sexually Transmitted Disease.
- J. "UPHL" means the Utah Public Health Laboratory.

III. FUNDING:

- A. Total funding is \$195,976.33.
 - 1. \$4,000.00 for the period January 1, 2019 to December 31, 2019.
 - 2. \$5,000.00 for the period January 1, 2020 to December 31, 2020.
 - a. \$1,000.00 for STD Prevention Disease Intervention Services.
 - b. \$4,000.00 for Early Intervention Services Disease Intervention Services.
 - 3. \$4,000.00 for the period January 1, 2021 to December 31, 2021.
 - a. \$2,000.00 for STD Prevention Disease Intervention Services.
 - b. \$2,000.00 for Early Intervention Services Disease Intervention Services.
 - 4. \$25,911.00 for DIS Workforce for the period January 1, 2022 to December 31, 2022.
 - 5. \$4,000.00 for STD Prevention Disease Intervention Services for the period January 1, 2022 to December 31, 2022.
 - 6. \$51,822.00 for DIS Workforce for the period March 1, 2022 to December 31, 2022.
 - 7. \$4,000.00 for STD Prevention Disease Intervention Services for the period January 1, 2023 to December 31, 2023.
 - 8. \$430.00 for DIS Workforce for the period January 1, 2023 to January 31, 2024.
 - 9. \$25,000.00 for Training and Workforce Assessments for the period January 1, 2023 to January 31, 2024.
 - 10. \$27,820.00 for DIS Workforce for the period February 1, 2023 to December 31, 2023.
 - 11. \$12,498.33 for DIS Expanded Authority for the period April 1, 2023 to January 31, 2024.

- 12. \$375.00 for STD Prevention Disease Intervention Services for the period of July 19, 2023 to January 31, 2024.
- 13. \$25,753.00 for DIS Expanded Authority for the period of January 1, 2024 to January 31, 2025.
- 14. \$4,200.00 for STD Prevention Disease Intervention Services for the period of February 1, 2024 to January 31, 2025.
- 15. \$500.00 for STD Prevention Disease Intervention Services for the period of February 1, 2025 to February 28, 2025.
- 16. \$667.00 for STD Prevention Disease Intervention Services for the period of March 1, 2025 to April 30, 2025.

B. The Grantee shall:

- 1. submit June's invoice no later than July 15th of each year.
- 2. include one column for each funding source in the Monthly Expenditure Report.
 - a. STD Prevention

IV. RESPONSIBILITIES OF GRANTEE:

- A. For Case Investigation and Partner Services, the Grantee shall:
 - 1. investigate STD cases within the Grantee's jurisdiction to reduce and control the spread of STDs by:
 - a. interviewing 70% of all early syphilis cases within 14 days of diagnosis;
 - b. investigating 75% of all stages of syphilis among persons who can become pregnant within 30 days of diagnosis including obtaining pregnancy status, treatment, and stage confirmation;
 - c. interviewing 65% of gonorrhea cases within 60 days of diagnosis;
 - d. providing partner services to syphilis and gonorrhea cases during disease intervention specialist interviews;
 - e. providing partner services to 75% of all stages of syphilis cases among persons who can become pregnant;
 - f. providing partner services to 95% of early syphilis cases among persons with partners who can become pregnant; and
 - g. investigating 100% of congenital syphilis cases within 14 days of birth.
 - 2. ensure treatment is provided to 75% of early syphilis, and gonorrhea cases within 14 days of diagnosis based on the treatment guidelines specified in this Contract.
 - 3. treat all identifying information regarding STD-infected individuals as confidential information. Disclosure of STD-related information concerning any individual is prohibited without written, informed consent from the individual.
 - 4. ensure all STD cases comply with the requirements of each disease specific Minimum Data Set as specified in this Contract.
 - a. incidences in EpiTrax identified in the quarterly QA summary report shall be resolved no later than four weeks after receiving the report.
 - 5. provide PrEP education and referrals to 75% of all persons who are diagnosed with syphilis and interviewed by the Grantee.

- 6. ensure 85% of gonorrhea, syphilis, and syphilis reactor case investigations assigned to the Grantee's jurisdiction in Epitrax receive a workflow status of 'Approved by LHD' within 60 days of diagnosis.
- 7. ensure chlamydia case investigations assigned to the Grantee's jurisdiction in EpiTrax receive a workflow status of 'Approved by LHD' no later than four weeks after receiving the quarterly QA summary report.
- B. Comply with the following standards, protocols, policies, procedures and guidelines or latest update:
 - The Centers for Disease Control and Prevention's Program Operations Guidelines for STD Prevention (https://www.cdc.gov/std/program/overview.pdf);
 - Sexually Transmitted Infections Treatment Guidelines
 (https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf);
 - Sexually Transmitted Infections Screening Guidelines
 (https://www.cdc.gov/std/treatment-guidelines/screening-recommendations.htm);
 - 4. *Morbidity and Mortality Weekly Report* (MMWR) (https://www.cdc.gov/mmwr/index.html);
 - 5. Disease Investigation Plans and Minimum Data Sets
 Chlamydia (https://ptc.health.utah.gov/wpcontent/uploads/2020/03/Chlamydia-Disease-Plan-Final_021920-PDF.pdf);
 Gonorrhea (https://ptc.health.utah.gov/wpcontent/uploads/2020/03/Gonorrhea-Disease-Plan-Final_021920-PDF-1.pdf);
 and
 Syphilis (https://ptc.health.utah.gov/wpcontent/uploads/2020/03/Syphilis Final Rev March-2018.pdf).
 - 6. Administrative Code Rule R386-702 (https://adminrules.utah.gov/public/rule/R386-702/Current%20Rules?searchText=R386-702);
 - 7. Utah Code 58-1-501.3 Health Professional Prescribing Exceptions for Expedited Partner Therapy for Sexually Transmitted Diseases (https://le.utah.gov/xcode/Title58/Chapter1/58-1-S501.3.html); and
 - 8. Health Resources and Safety Administration 340B Regulations (https://www.hrsa.gov/opa/index.html).
- C. For reporting, the Grantee shall:
 - 1. submit STD PCHD budget and grant reporting information by the requested deadline;
 - 2. provide the following information on all personnel supported by this funding no later than 30 days after hire:
 - a. staff name;
 - b. staff position, title, and job description;
 - c. annual salary (including fringe benefit percentage if applicable), and
 - d. number of FTE's supported by these funds.
- D. The Grantee shall attend an annual contract monitoring meeting with DHHS.

V. OUTCOMES:

The desired outcome is to reduce the rate of STD infections and congenital syphilis cases.

A. Performance measures:

- 1. number of early syphilis cases interviewed within 14 days of diagnosis;
- 2. number of persons who can become pregnant with syphilis interviewed within 30 days of diagnosis;
- 3. number of gonorrhea cases interviewed within 60 days of diagnosis;
- 4. number of persons who can become pregnant with syphilis who were provided with partner services;
- 5. number of persons with early syphilis with partners who can become pregnant who were provided partner services;
- 6. number of congenital syphilis cases investigated within 14 days of birth;
- 7. number of early syphilis and gonorrhea cases treated within 14 days of diagnosis;
- 8. number of persons diagnosed with early syphilis who were provided PrEP education; and
- 9. number of gonorrhea, syphilis, and syphilis reactor investigations that received a workflow status of 'Approved by LHD' within 60 days of diagnosis.
- B. Reporting: The Grantee shall submit data in EpiTrax.



701 West Main Street, Bluff, Utah 84512

LETTER OF INTEREST

Mr. Mack McDonald San Juan County Administrator 117 South Main Street Monticello, Utah 84535

March 14, 2025

RE: County Economic Development (CED) Board Vacancy

Dear Mack,

Please accept this letter of interest to volunteer on the CED Board as a San Juan County Private Sector Representative.

I have been a resident of San Juan County for the past 34 years. I have spent most of that time as a business owner / operator. I currently own and operate the Desert Rose Resort and Cabins as well as Duke's Restaurant in the Town of Bluff.

I have been a Bluff volunteer fire fighter, a member of the Bluff Service Area Board, and currently serve on the Bluff Water Works Board. It would be a great honor to serve on the County Economic Development Board, just like my late wife Cindy who served on that board for many years.

If you have any questions, or need further details, please feel free to reach out to me.

Kind Regards,

Amer Tumeh, President / Owner Desert Rose Resort and Cabins

701 West Main Street

P.O. Box 148

Bluff, Utah 84512 Cell: (435) 260-2889

Email: <u>amer_tumeh@yahoo.com</u> www.DesertRoseInn.com

Amer M Tumeh P.O. Box 148

Bluff, Utah 84512

Cell: (435) 260-2889

EDUCATION

MSEE: Master of Science in Electrical Engineering, May 1987. Developed and optimized the design of interstitial antennas for brain cancer using Hyperthermia.

BSEE: Bachelor of Science in Electrical Engineering, May 1985.

EXPERIENCE

Serial Entrepreneur: 1992 to 1997. Co-owned and operated several businesses including an inn, a restaurant, a gift shop, a pottery factory, a wholesale Native American arts and crafts company, a vending business, and a medical supplies company.

Desert Rose Resort and Cabins, Bluff, Utah, 1997 to present.

Duke's Restaurant, Bluff, Utah, 2015 to present.

Moab Momento Gift Shop, Moab, Utah, 2019 to present.

- **Instructor**: College of Eastern Utah (currently Utah State University Eastern), January 1991 to May 1992, Blanding, Utah. Instructed math and physics classes.
- **Project Engineer**: BSD Medical, University of Utah Research Park, December 1989 to December 1991: Managed the design and development of a medical device to treat a prostate condition called Benign Prostatic Hyperplasia (BPH).
- **R&D RF/Microwave Engineer**, BSD Medical, University of Utah Research Park, May 1987 to December 1989: Designed a variety of medical devices for hyperthermia cancer treatment using RF/Microwave energy.
- **Teaching Assistant**: University of Utah 1983-1987. Assisted in teaching RF/Microwave energy classes, as well as undergraduate Electrical Engineering Laboratories.
- **Research Assistant**: University of Utah 1985-1987. Master's Thesis "Design and optimization of interstitial RF/Microwave antennas for the treatment of brain cancer."
- **Patents and Publications**. I hold a few patents and have a number of publications and conference presentations in the field of Hyperthermia Cancer Treatment.





Fwd: [EXTERNAL] Re: Glen Canyon Updates?

1 message

McDonald, Mack <mmcdonald@sanjuancountyut.gov> To: Rosa Vargas <rvarqas@sanjuancountyut.gov>

Fri, Mar 21, 2025 at 2:49 PM

Worksession

Sincerely,

Mack McDonald
Chief Administrative Officer



P.O. Box 9 117 South Main Street #221 Monticello, Utah 84535

Office: (435) 587-3225 Cell: (435) 459-1054

mmcdonald@sanjuancountyut.gov

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----- Forwarded message -----

From: Kerns, Michelle R < Michelle_Kerns@nps.gov>

Date: Fri, Mar 21, 2025 at 12:57 PM

Subject: Re: [EXTERNAL] Re: Glen Canyon Updates? To: McDonald, Mack mmcdonald@sanjuancountyut.gov

Cc: Imaughan@sanjuancounty.org < Imaughan@sanjuancounty.org>

I would be happy to schedule something and give you a state of the park update. April 1 would work for my calendar at the moment. I am on AZ time zone so I think an hour behind you now.

Michelle Kerns
Superintendent
Glen Canyon National Recreation Area and Rainbow Bridge National Monument
PO BOX 1507
Page, AZ 86040
michelle_kerns@nps.gov
office-928-608-6210 (DURING WORK HOURS)

office-928-608-6210 (DURING WORK HOURS)
cellular-928-660-0546 (AFTER HOURS & TEXT)

Want to leave a Kudo for a co-worker? A suggestion? Want to report a hazard or near miss? A general comment?

Item 6.

Use this form- it is anonymous unless you choose to provide your name.

https://forms.office.com/Pages/ResponsePage.aspx?id=urWTBhhLe02TQfMvQApUIB6FGBhCZVhEp8Dnhu1z9oFUOFpLQk81S1k4Q0VDSU9PR1FJQUVCWUdESC4u

https://forms.office.com/Pages/ResponsePage.aspx?id=urWTBhhLe02TQfMvQApUIB6FGBhCZVhEp8Dnhu1z9oFUOFpLQk81S1k4Q0VDSU9PR1FJQUVCWUdESC4u

From: McDonald, Mack <mmcdonald@sanjuancountyut.gov>

Sent: Friday, March 21, 2025 11:46 AM

To: Kerns, Michelle R < Michelle_Kerns@nps.gov>

Cc: lmaughan@sanjuancounty.org <lmaughan@sanjuancounty.org>

Subject: [EXTERNAL] Re: Glen Canyon Updates?

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments or responding.

Thank you Michelle for reaching out. It would be awesome if we could get you in front of the three Commissioners so that they could ask questions and have a dialogue with you. Are you available at 9 am MST on April 1st or 15th? We could virtual you into the meeting if needed. I presented an item on the Cal Black airport out at Halls Crossing and the comment of connecting with NPS regarding this side of Lake Powell came up. A couple items that we were working on in the past were the concessionair of Halls Crossing, possible boat ramps at Hite and overall economic development opportunities, so it would be good to get an overall update on where things are at and moving forward.

Sincerely,

Mack McDonald Chief Administrative Officer



P.O. Box 9 117 South Main Street #221 Monticello, Utah 84535

Office: (435) 587-3225 Cell: (435) 459-1054

mmcdonald@sanjuancountyut.gov

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On Fri, Mar 21, 2025 at 12:29 PM Kerns, Michelle R < Michelle_Kerns@nps.gov > wrote:

Good morning!

Item 6.

I heard from Supt Pace that you were inquiring about Glen Canyon NRA infrastructure a other topics. Feel free to send me a time we can connect and I am happy to chart.

My office number is 928-608-6210. I will be in the office until 4 pm today. (AZ time)

Michelle Kerns
Superintendent
Glen Canyon National Recreation Area and Rainbow Bridge National Monument
PO BOX 1507
Page, AZ 86040

michelle_kerns@nps.gov office-928-608-6210 (DURING WORK HOURS) cellular-928-660-0546 (AFTER HOURS & TEXT)

Want to leave a Kudo for a co-worker? A suggestion? Want to report a hazard or near miss? A general comment?

Use this form- it is anonymous unless you choose to provide your name.

https://forms.office.com/Pages/ResponsePage.aspx?id= urWTBhhLe02TQfMvQApUlB6FGBhCZVhEp8Dnhu1z9oFUOFpLQk81S1k4Q0VD SU9PR1FJQUVCWUdESC4u

https://forms.office.com/Pages/ResponsePage.aspx?id= urWTBhhLe02TQfMvQApUlB6FGBhCZVhEp8Dnhu1z9oFUOFpLQk81S1k4Q0VD SU9PR1FJQUVCWUdESC4u

Agreement Approval Page

<u>Name of agreement</u>: Memorandum of Agreement Regarding Information Sharing between the Utah Department of Agriculture and Food, Utah Department of Health and Human Services, and Utah's Local Health Departments (which have signed this memorandum of agreement)

Revision history (agreement in effect when signed by all parties):

- Initial approval (between state agencies): January 1, 2016
- Plan renewed: August 1, 2021
- Revision (added local health departments): effective April 1, 2025

Approval: Agency, signature, title, date

| Utah Department of Agriculture and Food | Utah Department of Health and Human Services |
|--|---|
| Bear River Health Department | Central Utah Health Department |
| Davis County Health Department | Salt Lake County Health Department |
| San Juan County Public Health Department | Southeast Utah Health Department |
| Southwest Utah Public Health Department | Summit County Health Department |
| Tooele County Health Department | Tricounty Health Department |
| Utah County Health Department | Wasatch County Health Department |
| Weber Morgan Health Department | |

Memorandum of Agreement Regarding Information Sharing between the Utah Department of Agriculture and Food, the Utah Department of Health and Human Services, and Utah's Local Health Departments

| Sharing information between agencies | 2 |
|---|----|
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| Part III. Scope | 3 |
| Part IV. Authorities and protocol regarding the sharing and protection of information | 3 |
| Part V. Appropriate uses of data | 4 |
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| Area 2. Food product recalls | 9 |
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| Area 5. Pesticide misuse and related injuries | 16 |

Sharing information between agencies

General protocols for the safeguarding of information shared between agencies are described below. Additionally, specific reporting protocols for each of five identified areas of cooperation are provided below.

Part I. Purpose

The Utah Department of Agriculture and Food (UDAF), the Utah Department of Health and Human Services (DHHS), and Utah's local health departments (LHDs) enter into this Memorandum of Agreement (MOA) to help ensure the timely interagency exchange of information regarding zoonotic infections, food recalls, foodborne outbreaks, food safety following natural disasters or other incidents, and pesticide misuse. Sharing information between these agencies is vital to protect both humans and animals.

Part II. Definitions

Bioterrorism (BT) agent - a biological agent (bacteria, virus, or biological toxin) used as a weapon of terror. Anthrax bacteria and smallpox viruses are examples of agents that could serve as weapons of bioterrorism.

Communicable disease - an illness caused by an infectious agent or its toxic products that occurs through the direct or indirect transmission of the agent or its products from an infected individual, animal, vector or the inanimate environment to a susceptible human or animal host.

Foodborne disease outbreak - an incident in which two or more unrelated persons experience a similar illness resulting from the ingestion of a common food.

GRAMA - the Utah Government Records Access and Management Act (UCA 63G-2).

Pesticide - any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest; any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant; and any nitrogen stabilizer.

Pesticide misuse - pesticide events when regulations are not followed or operator error occurs, such as application to the wrong location, application in a wrong concentration or quantity, spills, neglecting to make appropriate changes to ventilation systems, and inappropriate work practices.

Protected information - information provided by a sharing agency to a receiving agency that will not be disclosed to anyone outside the receiving agency, except as described in this MOA.

Utah Rapid Response Team (URRT) - a multi-agency, multi-disciplinary team led by UDAF that operates using Incident Command System (ICS)/National Incident Management System (NIMS) principles and a Unified Command structure to respond to human and animal food emergencies. The URRT was established in 2019 through a cooperative agreement between UDAF and the U. S. Food and Drug Administration (FDA). Rapid Response Teams in states throughout the U.S. actively share lessons

Item 7.

learned regarding responses, participate in national workgroups, and provide training opportunities. The URRT's primary purpose is to respond quickly to food-related illness outbreaks and other food or feed-related incidents in order to protect human and animal health.

Zoonosis - an infection or infectious disease transmissible from animals to humans (examples include anthrax, plague, rabies, tularemia, influenza A, and West Nile virus).

Part III. Scope

Although UDAF, DHHS, and LHDs have distinct responsibilities, all agencies share areas of common interest and responsibility regarding animal and human health. Because of this, it is beneficial to animal health and public health that these agencies create protocols to share certain information and expertise with one another to enhance each agency's ability to respond quickly and appropriately to public health problems. Five areas of cooperation have been identified for this MOA:

- 1) Zoonotic disease reporting
- 2) Food product recalls
- 3) Foodborne outbreak investigation and response
- 4) Food safety following natural disasters or other incidents
- 5) Pesticide misuse and related injuries

Part IV. Authorities and protocol regarding the sharing and protection of information

Any release of information from DHHS or any LHD to UDAF made pursuant to this MOA will be subject to the confidentiality requirements of UCA 26B-7-217, which allows the sharing of identifiable information "when necessary to continue patient services or to undertake public health efforts to interrupt the transmission of disease" [UCA 26B-7-217(2)(c)]. In addition, "specific medical or epidemiological information may be released in such a way that no individual is identifiable" [UCA 26B-7-217(2)(g)]. If DHHS or any LHD disclose information to UDAF as allowed under 26B-7-217, UDAF agrees not to further disclose that information except as allowed in UCA 26B-7-217.

Any information released from UDAF to DHHS or any LHD made pursuant to this MOA is authorized by UCA 63G-2-206(1)(b) and (2)(a) and is classified as protected under UCA 63G-2-305(49), which states that "records of the Department of Agriculture and Food that provide for the identification, tracing, or control of livestock diseases" are protected; and 63G-2-305(47), which states that "information regarding food security, risk, and vulnerability assessments performed" by UDAF are classified as protected. DHHS and LHDs agree not to further disclose that information except as allowed or required by GRAMA. As required by UCA 63G-2-206(2), this MOA serves as written assurance by DHHS and LHDs that the records or records series classified as protected under GRAMA which are received from UDAF pursuant to this MOA:

- i) are necessary to the performance of the receiving agency's duties and functions;
- ii) will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained (i.e., disease surveillance, investigation, response, or prevention); and

iii) produce a public benefit that is greater than or equal to the individual privacy right that protects the record or record series.

When protected information is shared between UDAF and DHHS and/or any LHD, the receiving agency will not disclose such protected information outside of the receiving agency, with the following exception: as provided by UCA 26B-7-217, DHHS may share information regarding communicable diseases with LHDs, including protected information provided to DHHS by UDAF. As provided by UCA 26B-2-217, DHHS will share such protected information with the relevant LHD(s).

When protected information is shared per this MOA between UDAF and DHHS and/or any LHD, the sharing agency will inform the receiving agency that the information is being shared per this MOA.

When a request is made to any receiving agency for such protected information, the receiving agency will consider such protected information to be protected records owned by the sharing agency, will not provide such protected information to the requestor, and will refer the requestor to the sharing agency. This applies to requests from any source or via any mechanism, including those made through a GRAMA request.

Part V. Appropriate uses of data

The parties agree to use the data only as allowed by law and to maintain the confidentiality of the data as required by state and federal law. The parties further agree to notify one another in writing of any changes in the law affecting the provisions of this paragraph. Failure to maintain confidentiality will allow the violated party to immediately withdraw from the agreement and pursue all applicable legal and equitable remedies.

Part VI. Responsible personnel and contact information

The parties agree to regularly share and distribute contact information for key responsible personnel. This will be completed through other preparedness notification processes.

Area 1. Zoonotic diseases

Part I. Purpose

Many important infectious diseases of humans are zoonoses. Several of the causative agents of zoonotic illnesses are considered possible agents of bioterrorism. Terrorist use of these agents could represent a risk to animals as well as humans. It is important to assure that agencies and authorities responsible for detection, prevention, and control of infectious diseases in humans know when an infection that could pose a threat to humans has been detected in animals. Similarly, detection of such an infection in humans could be an early warning of risk to animals or be a sentinel event for unrecognized disease in animals.

Part II. Scope

This MOA establishes that DHHS will provide UDAF specific information about detection of zoonotic illnesses to determine if there was a possibility that the illness was contracted from a Utah animal. Person-specific identifiable information will not be provided to UDAF unless it is necessary to continue patient services or to undertake public health efforts to interrupt the transmission of disease (UCA 26B-7-217(2)(c)). Also, relevant information about animals diagnosed with zoonoses will be provided to DHHS in order to alert public health officials of the possibility of humans becoming infected with the same organism. DHHS will provide this information to the affected LHD(s). This will provide an opportunity to have the affected LHD(s) contact the people involved with or exposed to the infected animal(s) and provide them with information about the human presentation of the zoonotic illness, and what to do if they become ill.

Part III. Roles and responsibilities; information sharing

1) Diseases reportable to UDAF (of interest to DHHS/LHDs)

The events listed below (Table 1) are <u>reportable to UDAF</u> (https://ag.utah.gov/farmers/animal-industry/animal-health-program/) when diagnosed in animals and are also of interest to DHHS.

Table 1. Agents/diseases reportable to UDAF that are important for public health.

| Agent/Disease | Zoonotic transmission? | BT concern? | Reportable according to Communicable Disease Rule (Utah Administrative Rule R386-702) |
|--|---------------------------|-------------|--|
| Anthrax | Y | Υ | Υ |
| Bovine spongiform encephalopathy (BSE) | Y | N | Y |
| Brucellosis | Υ | Υ | Υ |
| Chlamydiosis (Ornithosis, | Y | N | Y |

| Psittacosis) | | | |
|--|------------|-----------------------------|-----|
| COVID-19 in animals (including mink) | Y | N | Y |
| Equine encephalomyelitis (EEE, WEE, VEE) | Y | Y | γ* |
| Glanders | Υ | Υ | N** |
| Hantavirus | Υ | Y | Υ |
| Harmful Algal Bloom–related illnesses | Υ | N | N |
| Lyme disease | Y (vector) | N | Υ |
| Plague | Υ | Y | Υ |
| Q fever | Υ | Y | Υ |
| Rabies | Υ | N | Υ |
| St. Louis encephalitis | Υ | N | Υ |
| Trichinellosis | Υ | N | Υ |
| Tuberculosis | Y | Y (multi-drug resistant)*** | Υ |
| West Nile Virus | Y (vector) | N | Υ |
| Avian or other novel influenza viruses | Y | Y | Y |

^{*} Reportable as Encephalitis: primary, post-infectious, arthropod-borne and unspecified and as arbovirus infection.

UDAF agrees that it will report other diseases not specifically listed above to DHHS when it recognizes they represent a threat to human health.

If there is a known public health threat from an animal disease, UDAF will provide to DHHS:

- a. City and county of residence for the animal(s);
 - a. In the case of premises unique to a city/county, regional identification will be substituted, such that the individual premises may not be identifiable.
- b. Date of onset and/or diagnosis (if known); and
- c. Where the animal came from, if known (imported from another city/state).

^{**} Not on a reportable disease list, but reportable as "any illness that may indicate an outbreak, epidemic, bioterrorism event, or public health hazard, including any newly recognized, emergent or re-emergent disease or disease producing agent", especially since it is a disease with BT concern.

*** While considered a potential bioterrorism agent, the endemicity of this organism would permit routine reporting channels to be used, unless the pattern of illness or sheer number of persons /animals affected was unusual.

UDAF and DHHS will design a mechanism to ensure that individuals who have had contact with the infected animal(s) receive relevant information about how this disease might present in an infected human, and what to do if the individual becomes ill.

2) <u>Diseases reportable to DHHS/LHDs (of interest to UDAF)</u>

The diseases listed below in Table 2 are <u>reportable to DHHS</u> (https://epi.utah.gov/disease-reporting/) and their presence in the state, or the magnitude of their presence in the state, are of interest to UDAF.

Table 2. Agents/diseases reportable to DHHS/LHDs that are of interest to UDAF.

| Agent/Disease | Zoonotic transmission? | BT Concern? | Reportable according to Utah Administrative Rule R58-2. Diseases, Inspections and Quarantines |
|--|---------------------------|----------------|--|
| Anthrax | Υ | Y | Υ |
| Brucellosis | Υ | Υ | Y |
| Campylobacteriosis | Υ | N | N |
| Colorado tick fever | Y (vector) | N | N |
| COVID-19 | Υ | N | Y |
| Cryptosporidiosis | Υ | Υ | N |
| Echinococcus | Υ | N | N |
| Harmful Algal Bloom–related illnesses | Y | N | N |
| Leptospirosis | Υ | N | N |
| Q Fever | Υ | Υ | Υ |
| Rabies | Υ | N | Υ |
| Rocky Mountain Spotted Fever | Y (vector) | N | Y |
| St. Louis Encephalitis | Y (vector) | Υ | N |
| Tularemia | Y (vector) | Y | Υ |
| West Nile Virus | Y (vector) | Y | Υ |

DHHS agrees that it will report other diseases not specifically listed above to UDAF when it recognizes they might pose a threat to animal health or otherwise are of importance to veterinary medicine.

If a zoonotic disease is diagnosed in a human and there is a known or suspected animal contact, DHHS will provide to UDAF:

- a. City and county of residence of the patient(s);
- b. Date of onset and/or diagnosis;
- c. Relevant travel and/or exposure history;

- d. History of exposure to pets and/or other animals; and
- e. If the known or suspected animal is from a livestock or poultry producer, DHHS will also provide to UDAF the premise contact information (premise name, premise address, and phone number of the owner or manager of the affected livestock or poultry premise), if known.

3) Non-emergency notification

a) The parties will establish an ad-hoc exchange of information to report all non-emergency disease occurrences. Information will be exchanged in a mutually agreed-upon format, which may include email or phone. More frequent exchanges (i.e., weekly) may be requested by UDAF or DHHS as needed.

4) Emergency notification

- a) The parties will provide one another immediate notification of conditions that may be due to bioterrorism as indicated by the causative agent, illness pattern, or number of organisms affected.
- b) UDAF will use a 24/7 phone number (1-888-EPI-UTAH, or 1-888-374-8824) to notify DHHS, and DHHS will contact the UDAF State Veterinarian or designee.
- c) UDAF and DHHS understand that an exchange of all available information may not always be possible in emergency situations.

Area 2. Food product recalls

Part 1. Purpose

UDAF, DHHS, and LHDs have actively participated in food product recalls for many years. In recent years, the number, scope, and severity of these recalls has markedly increased. In the interest of protecting public health, enhancing the use of professional resources, and avoiding duplication, the agencies agree that the partnership should be formalized and detailed in this MOA.

Part II. Scope

This agreement applies to recalls initiated by UDAF, as well as to Class I recalls of food products in which the recall notice provided by the Food and Drug Administration (FDA) or the United States Department of Agriculture (USDA) specifically mentions Utah as a distribution state or declares the recall to be nationwide. FDA recall definitions are:

- **Class I recall**: A situation in which there is a reasonable probability that the use of or exposure to a violative product will cause serious adverse health consequences or death.
- **Class II recall**: A situation in which use of or exposure to a violative product may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote.
- **Class III recall**: A situation in which use of or exposure to a violative product is not likely to cause adverse health consequences.
- **Market withdrawal**: Occurs when a product has a minor violation that would not be subject to FDA legal action. The firm removes the product from the market or corrects the violation.
- Medical device safety alert: Issued in situations where a medical device may present an
 unreasonable risk of substantial harm. In some cases, these situations also are considered
 recalls.

Part III. Roles and responsibilities (UDAF food recall procedures)

- 1) Recalls initiated by a Utah firm
 - a) A recall may be initiated voluntarily by manufacturers or distributors due to potential adulteration or misbranding of food products. For Class I and Class II recalls issued by a food manufacturer or distributor in Utah, UDAF will:
 - i) Coordinate with the firm to determine the depth of the recall and the appropriate level of public notification or warning to be issued as specified in the firm's recall plan.
 - ii) Monitor and audit the recall process by conducting recall audit checks to assure compliance with the recall.
 - iii) Remove recalled products from commerce and embargo defective products when necessary.
 - iv) Witness destruction or final disposition of condemned goods.
 - v) Coordinate with FDA if recalled product is distributed interstate or USDA if recall involves meat, poultry, or eggs.
 - vi) Provide appropriate information, documents, and records to the FDA, USDA, state and LHDs, and any other affected government agencies.

vii) Coordinate with the URRT; unified command may be initiated to assist with response.

2) Recalls initiated outside the State of Utah

- a) When recalled food items come into Utah from out-of-state, FDA is the lead agency for recall activities (USDA Food Safety and Inspection Service [FSIS] is lead agency for meat, poultry, or egg products). UDAF Regulatory Division will assist with all recall activities including:
 - i) Notifying affected state and local government agencies of the recall.
 - ii) Providing information and notification to the public, retailers, wholesalers and distributors including known or suspected recipients of recalled food products in the State.
 - iii) Maintaining communication with industry recall coordinators.
 - iv) Performing traceback and traceforward investigations when necessary.
 - v) Removing recalled products from commerce and embargoing defective products when necessary.
 - vi) Witnessing destruction or final disposition of condemned goods.
 - vii) Performing recall audit checks when assigned by FDA.
 - viii) Coordinate with the URRT; unified command may be initiated to assist with response.

3) Public notification or warning

- a) The level of public notification or warning is determined by the classification status assigned to the recall (Class I, II, or III) and other relevant factors. Public notification or warning may include but is not limited to:
 - i) Removal of products from retail shelves.
 - ii) Press releases.
 - iii) Specific information concerning the recall that is targeted to particular geographical areas or segments of the population.

4) Media contacts

- a) Media inquiries regarding the mechanics of a recall will be referred to UDAF.
- b) Media inquiries regarding human cases or pathogen information will be referred to DHHS and/or the appropriate LHD.

Part IV. Information sharing

- 1) UDAF will provide to DHHS/LHDs:
 - a) Notification of a Class 1 recall impacting Utah.
 - b) Notification of a foodborne illness report or complaint.
 - c) Information regarding an investigation, traceback, recall audit checks, embargo, news release, or other significant action related to a recall.
 - d) Information regarding distribution of implicated products to food service establishments.
 - e) Reports or complaints of chemical contamination of food products.
 - f) Information to update this MOA.

2) DHHS/LHDs will provide to UDAF:

- a) Notification of a Class 1 recall impacting Utah.
- b) Notification of a foodborne illness report or complaint.
- c) Information regarding an investigation, traceback, recall audit checks, embargo, news release, or other significant action related to a recall.
- d) General information regarding disease cases that may be associated with a recalled product or a food processor under the jurisdiction of UDAF.
- e) Reports or complaints of chemical contamination of food products.
- f) Information to update this MOA.

Area 3. Foodborne outbreak investigation and response

Part I. Purpose

Investigation and response to foodborne disease outbreaks often requires cooperation and sharing of information between UDAF, DHHS, and LHDs. The purpose of this section is to outline the roles of these agencies when investigating foodborne disease outbreaks and procedures for communicating about foodborne disease outbreaks. Relevant information that should be shared may include disease information needed to enable each agency to meet its statutory responsibilities or otherwise impacts the mission or responsibility of the agency. Relevant information may include, but is not necessarily limited to:

- Confirmed or suspected etiological agent.
- Confirmed or suspected food vehicle.
- Information about contributing factors for reports of illness, injury, or incidents implicating food.
- Information about illness reports involving shellfish (the State Shellfish Standardization Officer needs the report).
- Names of counties involved.
- Patient contact information.
- Information on any course of action already implemented or to be implemented.
- Consultation and advice regarding interventions, interpretations, teamwork, and other factors that may arise during a suspected or confirmed outbreak.
- Information needed by the agency preparing the investigation after-action review report as referenced in Part V below.

Part II. Scope

This agreement defines roles and responsibilities of UDAF, DHHS, and LHDs in the investigation of foodborne disease outbreaks, including how information will be shared.

Part III. Roles and responsibilities

- 1) LHDs
 - a) LHDs will coordinate or conduct investigations of foodborne disease outbreaks that involve a single LHD.
 - b) LHDs have regulatory authority and are responsible for food service establishments (i.e., restaurants).
 - c) LHDs will be the lead agency in conducting inspections and other environmental health interventions at those establishments that are under their jurisdiction.
- 2) DHHS, Division of Population Health, Office of Communicable Disease (OCD)
 - a) OCD will coordinate or conduct investigations of foodborne disease outbreaks that involve multiple jurisdictions or which otherwise represent a statewide threat.
 - b) OCD may also assist an LHD with the investigation of single-LHD outbreaks, upon request.
- 3) DHHS, Utah Public Health Laboratory (UPHL)

Item 7.

- a) UPHL will provide laboratory support for epidemiological investigations of foodborne disease outbreaks. UPHL primarily will handle specimens related to human cases of disease unless testing of UDAF-regulated specimens is requested or required by UDAF.
- b) Because outbreaks involving a single household usually preclude making epidemiologic associations with particular food exposures, UPHL will not, with few exceptions, conduct testing of clinical or food items from these incidents. Exceptions include a single case of suspected botulism, food-related poisoning such as paralytic shellfish poisoning, or an unusually severe illness in several members of a household requiring hospitalization. As always, personnel from DHHS and/or UPHL are available to consult regarding requests for laboratory testing in individual situations.
- c) UPHL will analyze samples that have been linked to an outbreak of foodborne illness via epidemiological analysis and/or hazard analysis critical control points (HACCP) assessment. Upon request and approval, UPHL will assist UDAF in testing samples regulated by UDAF.

4) UDAF

- a) UDAF has regulatory authority and is responsible for raw agricultural food products and commercially prepared food products. Food establishments under inspection by UDAF include: bakeries, grain processors, grocery stores (all food departments excluding deli), warehouses, food processors, cottage food operations, and bottled water and water vending machines.
- b) UDAF will be the lead agency in conducting inspections and other environmental health interventions at those establishments that are under its jurisdiction. When an outbreak occurs, UDAF will participate in the sampling plan of those establishments that are under its jurisdiction. UDAF and the LHD will consult regarding roles. This will help ensure that the sample chain of custody is maintained.
- c) UDAF will handle complaints of commercially processed food products, except where illness has resulted from the consumption of these products. In these cases, DHHS will either serve as the lead agency or delegate to the appropriate LHD as the lead agency. The lead agency will coordinate with UDAF regarding environmental health assessments at the affected facility.
- d) The UDAF Laboratory Services Division will analyze samples obtained during disease investigations and test food or animal products within its scope of responsibility. The UDAF laboratory will analyze samples that originate from UDAF inspectors if tests are within the capabilities of the division. The UDAF laboratory will assist DHHS as requested and if the laboratory has the capabilities.
- e) When a foodborne outbreak has been detected, the URRT will work closely with local, state, federal, and tribal food safety liaisons. In response to outbreaks, the URRT may activate ICS to help coordinate response efforts.

Part IV. Information sharing

- 1) LHDs
 - a) If an LHD confirms or suspects that a food source is implicated in a foodborne disease investigation, it will inform DHHS and UDAF to trigger possible traceback,

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recall, or embargo of the food product. The LHD will contact DHHS and UDAF if animals, animal products, or raw agricultural products within UDAF regulatory jurisdiction are identified as a possible source of illness.

2) DHHS, OCD

a) If DHHS confirms or suspects that a food source is implicated in a foodborne disease investigation, it will inform the appropriate LHD(s) and UDAF for possible traceback, recall, or embargo of the food product. OCD will contact the appropriate LHD(s) and UDAF if animal or animal products or raw agricultural products within UDAF regulatory jurisdiction are identified as a possible source of illness.

3) DHHS, UPHL

a) Test results associated with an outbreak of foodborne illness will be reported to OCD which will disseminate test results to the appropriate UDAF and LHD contacts.

4) UDAF

 a) UDAF will report all foodborne illnesses that it is made aware of to DHHS for investigation. UDAF will also notify DHHS of any potential health alerts from regular testing and surveillance of facilities and products.

Part V. Collaborative after-action review

An after-action review should be conducted among the involved organizations as soon as possible but no later than three months after the initial investigation has been completed to review lessons learned and to update participants on findings, conclusions, and actions taken.

An after-action review report should be prepared by the lead state agency responsible for coordinating the investigation. The report should summarize the effectiveness of communication and coordination between agencies and jurisdictions and identify specific gaps or problems that arose during the course of the investigation. All participating agencies should have the opportunity to review and comment on the report before it is more widely distributed.

Area 4. Food safety following natural disasters or other incidents

Part I. Purpose

The purpose of this section is to outline the collaborative roles of UDAF, DHHS, and LHDs to ensure food safety following natural disasters or other incidents.

Part II. Scope

Food safety following natural disasters or other hazards will primarily be managed by the URRT. The URRT is an "all hazards" team, meaning that although responses will be associated with food and/or feed, the initial hazards that warrant the response may be wide ranging. Some of these hazards may include: human or animal food–associated illness outbreaks, natural disasters (floods, earthquakes, wildfires, etc.), contamination events (unintentional or intentional), industrial accidents, and planned events.

Part III. Roles and responsibilities

The URRT will coordinate with its food safety partners, such as those in UDAF, DHHS, LHDs, state laboratories, federal agencies, associations, and private businesses, in order to effectively respond to food safety concerns following natural disasters. Through collaborative response efforts and leveraging resources among epidemiology, laboratory, and environmental health, the URRT will be able to identify and respond to threats to public health more efficiently and effectively.

During a disaster, the role of the URRT will be to collaborate with their food safety partners to ensure food establishments are safe to operate and assist with damage assessments as needed. The URRT may implement ICS to facilitate the response. If possible, the URRT will also offer "just-in-time" training before any type of response is activated.

Part IV. Information sharing

UDAF, DHHS, and LHDs will share information regarding instances of foodborne illness or outbreaks related to the natural disaster or hazard in question.

Area 5. Pesticide misuse and related injuries

Part I. Purpose

The DHHS Environmental Epidemiology Program (DHHS EEP) collects information on acute pesticide misuse and related injuries through the National Toxic Substance Incidence Program (NTSIP). Currently, most of the information regarding pesticide problems comes from Utah Poison Control Center (UPCC) data. The UDAF Plant Industry Division's Pesticide Program (UDAF PP), through a cooperative agreement with the Environmental Protection Agency, is the State Lead Agency (SLA) for enforcing the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). State SLA's are the first point of contact for pesticide regulatory enforcement and conduct investigations on pesticide applicator product misuse. The primary point of contact for UDAF PP is the Pesticide Program Manager, with the Plant Industry Director as backup. The primary point of contact for DHHS EEP is the EEP Program Manager, with the DHHS State Toxicologist as backup. DHHS EEP investigates site-specific exposures of persons to hazardous substances, which sometimes include pesticides. DHHS EEP investigates disease clusters or perceived disease clusters or other public health concerns that sometimes relate to pesticide use. Information exchange between UDAF PP and DHHS EEP will include results from investigations of applicator product misuse. Some examples are as follows:

- UPCC report of a release of a pesticide: the caller was spraying the product (rid lice control spray from Bayer Consumer Care 2, 2-Dimethylcyclopropanecarboxylate 0.5%) in the house as directed, and the caller is now lightheaded and dizzy. She is ventilating the house.
- UPCC report of acrolein release due to tightening a fitting resulted in spray on a victim's face. The victim was not currently wearing face protection. The severity of the victim was death after arrival at hospital.
- Public health assessment investigations of environmental hazards at a site or of disease clusters that involve pesticides.

Part II. Scope

This information exchange will include as much information as is available on:

- 1) The factors for release-human error, equipment failure etc.
- 2) The start and end date and time of release
- 3) The location of release- latitude and longitude or physical address
- 4) The chemical name and quantity (or estimated quantity) released
- 5) Information on any evacuation or in-place sheltering used
- 6) Length of evacuation or shelter-in place order
- 7) Number of people officially evacuated or ordered to shelter-in place
- 8) Evacuation criteria-building, section of building, ½ a mile radius etc.
- 9) Decontamination information
- 10) Information on the victims
 - a) Age
 - b) Sex
 - c) Category of victim, such as:
 - i) Employee
 - ii) Emergency responder: police, EMT, hospital personnel, firefighter (volunteer or career)

- iii) General public
- iv) Student
- d) Injury information of victim such as
 - i) Trauma
 - ii) Respiratory system problems
 - iii) Eye irritation
 - iv) Gastrointestinal problems
 - v) Heat stress
 - vi) Burns
 - vii) Skin irritation
 - viii) Dizziness or other central nervous system symptoms
 - ix) Headache
 - x) Heart problems
 - xi) Shortness of breath (unknown cause)
 - xii) Other
- e) Personal protective equipment worn by victim
- f) Severity of victim's injury or illness
 - i) Treated on scene
 - ii) Treated at hospital (not admitted)
 - iii) Treated at hospital (admitted)
 - iv) Death on scene/on arrival at hospital
 - v) Death after arrival at hospital
- 11) Comments or synopsis of event

Part III. Roles and responsibilities; information sharing

- 1) Reportable to UDAF PP from DHHS EEP in the event of harm to the public.
 - a) This MOA establishes that DHHS EEP will provide UDAF PP with specific information about detection of pesticide misuse and associated injuries.
 - i) Any type of public health harm from a pesticide will be reported to UDAF PP within two days of when DHHS EEP receives notification. Then UDAF PP staff can conduct a follow-up. DHHS EEP will coordinate with UDAF PP any site-specific or disease cluster investigation that DHHS EEP is doing on hazardous exposures that may involve pesticides.
- 2) Reportable to DHHS EEP from UDAF PP in the event of harm to the public. Information exchange from UDAF PP to DHHS EEP will include information on pesticide events when regulations are not followed or when operator error occurs that results in harm to public health.
 - a) This MOA establishes that UDAF PP will provide DHHS EEP with specific information from the follow-up investigations of any pesticide misuse and associated injuries.



COMMISSION STAFF REPORT

MEETING DATE: April 1, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of the General Provisions and Business

Associate Agreement San Juan County, presented by Mike Moulton,

Interim Public Health Director

RECOMMENDATION: Approval

SUMMARY

This Memorandum of Understanding (MOU) is the General Provisions and Business Associate Agreement for all contracts between the San Juan County Public Health Department and the Utah Department of Health and Human Services (DHHS).

The service period of this agreement is 01/01/2025 through 06/30/2028.

This includes the following sections.

- Attachment A: Utah Department of Health and Human Services Subrecipient Terms
- Attachment B: Utah Department of Health and Human Services State Funds Grant Terms
- Attachment C: Utah Department of Health and Human Services Public Entity Non-Subrecipient Federal Grant Terms
- Attachment D: Utah Department of Health and Human Services Public Entity Terms
- Attachment E: Department of Health and Human Services Business Associate Agreement

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

No direct fiscal impact. This outlines general terms for contracts with DHHS.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES MEMORANDUM OF UNDERSTANDING

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

251691202

DHHS Log Number

- 1. MOU NAME: The name of this agreement is General Provisions and Business Associate Agreement San Juan County.
- 2. PARTIES TO MOU: This agreement is between Utah Department of Health & Human Services and San Juan County.
- 3. GENERAL PURPOSE OF MOU: For agreements with DHHS, the parties agree:
 - 1. For subrecipient agreements, Attachment A Utah Department of Health and Human Services Subrecipient Terms apply.
 - 2. For grants with only state funds, Attachment B Utah Department of Health and Human Services State Funds Grant Terms apply.
 - 3. For non-subrecipient grants with federal funds (or with federal and state funds), Attachment C Utah Department of Health and Human Services Public Entity Non-Subrecipient Federal Grant Terms apply.
 - 4. For procurement contracts, Attachment D Utah Department of Health and Human Services Public Entity Terms apply.
 - 5. For agreements with protected health information subject to HIPAA, Attachment E Business Associates Agreement applies in addition to the applicable general provisions.
 - 6. For any agreement with general provisions attached, the general provisions that are attached to the agreement apply instead of the terms outlined in this agreement.
- 4. MOU PERIOD: The service period of this agreement is 01/01/2025 through 06/30/2028, unless terminated or extended by agreement in accordance with the terms and conditions of this agreement.
- 5. AGREEMENT INQUIRIES: Inquiries regarding this agreement shall be directed to the following individuals:

San Juan County

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

DHHS

Finance and Administration
DFA - Office of Procurement and Contract
Management
(833) 353-3447
dhhscontracts@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

Attachment A: Utah Department of Health and Human Services Subrecipient Terms

Attachment B: Utah Department of Health and Human Services State Funds Grant Terms

Attachment C: Utah Department of Health and Human Services Public Entity Non-Subrecipient Federal Grant Terms

Attachment D: Utah Department of Health and Human Services Public Entity Terms

Attachment E: Utah Department of Health and Human Services Business Associate Agreement

7. This agreement, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Intentionally Left Blank

MOU between Utah Department of Health & Human Services and San Juan County , Log # 251691202

IN WITNESS WHEREOF, the parties enter into this agreement.

| San Juan County |
|-------------------------|
| Signature |
| Signed by: |
| |
| |
| Jamie Harvey |
| County Commission Chair |
| |
| |
| Date Signed: |

Attachment A: Utah Department of Health and Human Services Subrecipient Term

1. Definitions

"Authorized Persons" means the Subrecipient's employees, officers, partners, subcontractors, or other agents of the Subrecipient who need to access State Data to enable the Subrecipient to perform its responsibilities under this agreement.

"Agreement Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"C.F.R." means the Code of Federal Regulations.

"DHHS" means the Utah Department of Health and Human Services.

"Federal Pass Through Money" means federal money received by the Subrecipient through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

"Local Money" means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

"**State**" 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.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Subrecipient's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Subrecipient. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"State Money" means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

"**Subrecipient**" means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 2 C.F.R. § 200.1.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

- **2. Governing Law and Venue**: This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. Federal Award: The Subrecipient shall comply with the terms of the federal award(s).
- **4. Nonprofit Registration:** If the Subrecipient is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
- **5. Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Subrecipient's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.

- **6. No Automatic Renewals:** This agreement will not automatically renew.
- 7. Laws and Regulations: The Subrecipient shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
- **8. Conflict of Interest**: The Subrecipient represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Subrecipient shall comply and cooperate in good faith will all conflict of interest and ethic laws.
- **9. Independent Capacity:** The Subrecipient and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
- 10. Reporting Receipt of Federal and State Funds.
 - 10.1. If the Subrecipient is a nonprofit corporation and receives Federal Pass Through Money or State Money, the Subrecipient shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Subrecipient's fiscal year.
 - **10.2.** The Subrecipient shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Subrecipient shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Subrecipient to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31st of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
 - **10.3.** The Subrecipient shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
 - **10.4.** Reports that are required to be sent to DHHS must be sent to dhhsfinancialreports@utah.gov.
- **11. Timely Reporting:** The Subrecipient shall timely submit all reports and back-up data required by this agreement or requested by the federal awarding agency or DHHS.
- 12. Invoicing: Unless otherwise stated in the scope of work, the Subrecipient shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Subrecipient shall list this agreement number on all invoices and correspondence relating to this agreement. The Subrecipient shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Subrecipient's billing period. Notwithstanding the foregoing, the Subrecipient shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Subrecipient's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Subrecipient's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.

- **13. Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the column billed by the Subrecipient and shall submit the documentation with the billings, if requested. The Subrecipient shall store and file required documentation in a systematic and consistent manner.
- **14. Questioned Costs:** DHHS may question any billing by the Subrecipient if the billing is not supported by proper documentation.

15. Payment:

- **15.1.** Payment to the Subrecipient will be based on allowable costs incurred by the Subrecipient in providing services pursuant to this agreement. The Subrecipient shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Subrecipient shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Subrecipient. The Grantee consents to a follow-up audit and clawback of any state grant funds if an audit shows that such grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.
- **15.2.** DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Subrecipient will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by the Subrecipient of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Subrecipient. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Subrecipient. The Subrecipient shall not charge end users electronic payment fees of any kind.
- **15.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Subrecipient for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- **15.4.** Upon 30 days written notice, the Subrecipient shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Subrecipient or its subcontractors.
- 16. Related Party Payments. The Subrecipient shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Subrecipient to Related Parties without prior written consent may be disallowed and require repayment to DHHS. "Related Parties" means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.
- **17. Repayment:** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the Subrecipient. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Subrecipient shall not reduce the level of services required by this agreement.

- 18. Budget Adjustments: If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Subrecipient. The Subrecipient shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Subrecipient shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Subrecipient may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Subrecipient may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.
- **19. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Subrecipient to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.
- 20. Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 30 days written notice delivered to the Subrecipient, DHHS may terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS 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 agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. 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, DHHS shall reimburse the Subrecipient for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 21. Cost Accounting System: The Subrecipient shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Subrecipient. The Subrecipient shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.

22. Insurance:

- **22.1.** The Subrecipient shall at all times carry and maintain commercial general liability ("**CGL**") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 22.2. If the Subrecipient will use a vehicle in the performance of this agreement, the Subrecipient shall at all times carry and maintain commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this contract whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.
- **22.3.** The Subrecipient shall provide proof of the CGL insurance policy and other required insurance policies to DHHS within 30 days of contract award. The Subrecipient shall add the State as an additional insured with notice of cancellation.
- **22.4.** Failure to provide proof of insurance as required will be deemed a material breach of this contract. The Subrecipient's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of this agreement.

23. Suspension of Work: DHHS shall give the Subrecipient written notice should DHHS suspend the Subrecipient responsibilities under this agreement. The Subrecipient's responsibilities may be reinstated upon advance written notice from DHHS.

24. Indemnification:

- **24.1.** If the Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- 24.2. If the Subrecipient is a non-governmental entity, the Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Subrecipient shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Subrecipient's performance of this agreement caused by any intentional act or negligence of the Subrecipient, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Subrecipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DHHS. The Subrecipient is solely responsible for all payments owed to any subcontractor arising from the Subrecipient's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.
- **24.3.** The parties agree that if there are any limitations of the Subrecipient's liability, including a limitation of liability clause for anyone for whom the Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
- **25. Intellectual Property Indemnification**: The Subrecipient shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or 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 the Subrecipient's liability, such limitations of liability will not apply to this section.
- **26. No Subrogation or Contribution:** The Subrecipient has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Subrecipient.
- **27. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Subrecipient has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Subrecipient certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Subrecipient shall immediately notify DHHS if the Subrecipient becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

28. Termination and Default:

- **28.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Subrecipient. If the Subrecipient terminates this agreement without cause, DHHS may treat the Subrecipient's action as a default under this agreement.
- **28.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Subrecipient's liability for damages.

- 28.3. Miscellaneous Grounds for Termination. In addition to other grounds for termination, DHHS madition immediately terminate this agreement if DHHS receives a notice of a lien against the Subrecipient's payments or if the Subrecipient becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Subrecipient shall provide DHHS with proof of financial viability upon request.
- **28.4. Payment After Termination.** DHHS shall pay the Subrecipient for the services properly performed under this agreement up to the effective date of the notice of termination. The Subrecipient agrees that in the event of termination, the Subrecipient's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Subrecipient having to terminate other contracts necessarily and appropriately entered into by the Subrecipient pursuant to this agreement.
- 28.5. Default. Any of the following events will constitute cause for DHHS to declare the Subrecipient in default of this agreement: (i) the Subrecipient's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Subrecipient's material breach of any term or condition of this agreement. If the Subrecipient defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Subrecipient's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Subrecipient under this agreement, any other current agreement between DHHS and the Subrecipient, or any future payments due the Subrecipient to recover the funds. DHHS shall notify the Subrecipient of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.
- **29. Remedies:** In addition to terminating this agreement upon default or breach of the Subrecipient, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Subrecipient from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Subrecipient for services that do not conform to this agreement.
- **30. Reviews**: DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Subrecipient to meet all of the terms and conditions of this agreement.
- 31. Performance Evaluation and Remediation: DHHS may conduct a performance evaluation of the Subrecipient's services, including the Subrecipient's subcontractors. DHHS may make the results of any evaluation available to the Subrecipient. DHHS may make scheduled and announced visits. The Subrecipient shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Subrecipient shall cooperate with all monitoring and audits. DHHS may require remediation. The Subrecipient shall comply with any remediation plan required by DHHS. The Subrecipient's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
- **32. Public Information**: The Subrecipient agrees that this agreement, 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's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Subrecipient of any GRAMA requests.
- **33. Publicity:** The Subrecipient shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Subrecipient shall impose this restriction on its

subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restrion each lower tier of subawardees and subcontractors.

- **34. Information Ownership**: Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Subrecipient shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Subrecipient under this agreement. The Subrecipient shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
- 35. Information Practices: The Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Subrecipient to enter into a business associate agreement if applicable. The Subrecipient shall receive or request from DHHS only information about an individual that is necessary to the Subrecipient's performance of its duties and functions. The Subrecipient shall use the information only for purposes of this agreement.

36. Secure Protection and Handling of State Data:

- **36.1.** If the Subrecipient is given access to or will be storing State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Subrecipient to ensure that there is no inappropriate or unauthorized use of State Data. The Subrecipient shall safeguard the confidentiality, integrity, and availability of the State Data. The Subrecipient agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.
- **36.2.** Any and all transmission or exchange of State Data must take place via secure means. The Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Subrecipient agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Subrecipient agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 36.3. The Subrecipient shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- **36.4.** The Subrecipient shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Subrecipient's attention. The Subrecipient shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah

Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

- **37. Artificial Intelligence:** The Subrecipient shall not use State Data in any generative artificial intelligence ("**GAI**") queries, training, or program creation without prior written permission from DHHS. The Subrecipient attests that its GAI models use only properly licensed material. The Subrecipient shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Subrecipient's use of GAI. Should the Subrecipient learn that State Data has been used in GAI queries without DHHS permission, the Subrecipient shall immediately notify DHHS. The Subrecipient shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Subrecipient shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 38. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion: Except for records that must be retained for a longer period under section 42.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Subrecipient shall notify DHHS. The Subrecipient shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- **39. Intellectual Property Ownership:** DHHS and the Subrecipient recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Subrecipient prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Subrecipient shall transfer any ownership claim to DHHS.
- **40. Equipment Purchase**: The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- **41. Standard of Care:** The services of the Subrecipient and its subcontractors must 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 agreement. The Subrecipient shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

42. Record Keeping, Audits, and Inspections:

- **42.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("**GAAP**").
- **42.2.** The Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for the Subrecipient's performance and the payments made by DHHS to the Subrecipient under this agreement. The Subrecipient shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or

annually, from the date of submission of the quarterly or annual financial report as reported to DH with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Subrecipient agrees to allow, at no additional cost, the State, federal auditors, and DHHS's staff, access to all such records. The Subrecipient shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The Subrecipient shall allow, at no additional cost, the State, federal auditors, and DHHS staff, access to all such records.

- **42.3.** The Subrecipient shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
- **42.4.** The Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Subrecipient shall comply with applicable federal cost principles and agreement administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Subrecipient shall send copies of required reports to dhhsfinancialreports@utah.gov.
- 43. Employment Practices: The Subrecipient shall abide by the following employment laws, as applicable: (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 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Subrecipient further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Subrecipient's employees or persons served.
- 44. Federal Requirements: The Subrecipient shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28

C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Righ of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.

- **45. Background Screening:** The Subrecipient and any individuals associated with the Subrecipient shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- **46. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient will be working with DHHS clients, the Subrecipient shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Subrecipient shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Subrecipient and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Subrecipient shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- **47. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- **48. Waiver**: A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- **49. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- **50. Subawards, Subcontracts and Assignment:** The Subrecipient shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Subrecipient retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Subrecipient agrees to use written subcontracts that conform to federal and State laws. The Subrecipient shall request DHHS approval for any assignment at least 20 days prior to its effective date.
- **51. Force Majeure**: Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- **52. Severability**: The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.

- **53. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's rig enforce this agreement with respect to any default or defect in the services that has not been cured.
- **54. Notice**: Notice must be in writing and sent to dhhscontracts@utah.gov.
- **55. Order of Precedence**: The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) DHHS scope of work; (5) Any other attachments.
- **56. Time is of the Essence**: The Subrecipient shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Subrecipient shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Subrecipient's failure to timely perform the services required under this agreement.
- **57. Dispute Resolution**: DHHS and the Subrecipient shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- **58. Prohibited Discriminatory Practices:** The Subrecipient shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- **59. Certification:** As required by 2 CFR 200.415, whenever the Subrecipient applies for funds, requests payment, and submits financial reports regarding federal awards under this agreement, the Subrecipient hereby certifies as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- **60. Entire Agreement:** This agreement 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.

(Revised: 1/21/2025)

Attachment B: Utah Department of Health and Human Services State Funds Grant Te

1. Definitions:

"Authorized Persons" means the Grantee's employees, officers, partners, subcontractors, or other agents of the Grantee who need to access State Data to enable the Grantee to perform its responsibilities under this agreement.

"Agreement Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"DHHS" means the Utah Department of Health and Human Services.

"**Local Money**" means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

"**State**" 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.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Grantee's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Grantee. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"**State Money**" means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

- **2. Governing Law and Venue**: This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- **3. Nonprofit Registration:** If the Grantee is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
- **4. Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Grantee's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.
- **5. No Automatic Renewals:** This agreement will not automatically renew.
- **6. Laws and Regulations:** The Grantee shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 7. **Conflict of Interest**: The Grantee represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Grantee shall comply and cooperate in good faith will all conflict of interest and ethic laws.

- **8. Independent Capacity:** The Grantee and any subcontractors, in the performance of this agreement, shall an independent capacity and not as officers, employees, or agents of DHHS.
- 9. Reporting Receipt of Federal and State Funds.
 - **9.1.** If the Grantee is a nonprofit corporation and receives State Money, the Grantee shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Grantee's fiscal year.
 - 9.2. The Grantee shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Grantee shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Grantee to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31st of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
 - **9.3.** The Grantee shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
 - **9.4.** Reports that are required to be sent to DHHS must be sent to dhhsfinancialreports@utah.gov.
- **10. Timely Reporting:** The Grantee shall timely submit all reports and back-up data required by this agreement or requested by DHHS.
- 11. Invoicing: Unless otherwise stated in the scope of work, the Grantee shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Grantee shall list this agreement number on all invoices and correspondence relating to this agreement. The Grantee shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Grantee's billing period. Notwithstanding the foregoing, the Grantee shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Grantee's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.
- **12. Supporting Documentation:** The Grantee shall maintain documentation necessary to support the costs billed by the Grantee and shall submit the documentation with the billings, if requested. The Grantee shall store and file required documentation in a systematic and consistent manner.
- **13. Questioned Costs:** DHHS may question any billing by the Grantee if the billing is not supported by proper documentation. The Grantee shall provide documentation as requested by DHHS.

14. Payment:

14.1. Payment to the Grantee will be based on allowable costs incurred by the Grantee in providing services pursuant to this agreement. The Grantee shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Grantee shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds

other than those provided pursuant to this agreement or any other agreement between DHHS a rantee. The Grantee consents to a follow-up audit and clawback of the grant funds if an audit shows that the grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.

- 14.2. DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Grantee will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Grantee as prescribed in the Utah Prompt Payment Act. The acceptance by the Grantee of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Grantee. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Grantee. The Grantee shall not charge end users electronic payment fees of any kind.
- **14.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, DHHS shall reimburse the Grantee for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- **14.4.** Upon 30 days written notice, the Grantee shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Grantee or its subcontractors.
- 15. Related Party Payments. The Grantee shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Grantee to Related Parties without prior written consent may be disallowed and require repayment to DHHS. "Related Parties" means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.
- **16. Repayment:** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments or questioned costs will be immediately due and payable by the Grantee. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Grantee shall not reduce the level of services required by this agreement.
- 17. Budget Adjustments: If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Grantee. The Grantee shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Grantee shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Grantee may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Grantee may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.
- **18. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Grantee to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this

agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excess be a questioned cost.

- 19. Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 30 days written notice delivered to the Grantee, DHHS may terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS 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 agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. 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, DHHS shall reimburse the Grantee for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 20. Cost Accounting System: The Grantee shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Grantee. The Grantee shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- **21. Insurance:** The Grantee shall maintain insurance sufficient to cover the types of hazards normally associated with the services the Grantee will be providing.
- **22. Suspension of Work:** DHHS shall give the Grantee written notice should DHHS suspend the Grantee's responsibilities under this agreement. The Grantee's responsibilities may be reinstated upon advance written notice from DHHS.

23. Indemnification:

- **23.1.** If the Grantee is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- 23.2. If the Grantee is a non-governmental entity, the Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Grantee shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Grantee's performance of this agreement caused by any intentional act or negligence of the Grantee, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DHHS. The Grantee is solely responsible for all payments owed to any subcontractor arising from the Grantee's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.
- **23.3.** The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
- **24. Intellectual Property Indemnification**: The Grantee shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or 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 the Grantee's liability, such limitations of liability will not apply to this section.

- Item 8.
- **25. No Subrogation or Contribution:** The Grantee has no right of subrogation or contribution from the St DHHS for any judgment rendered against the Grantee.
- **26. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Grantee has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Grantee certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Grantee shall immediately notify DHHS if the Grantee becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

27. Termination and Default:

- **27.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Grantee. If the Grantee terminates this agreement without cause, DHHS may treat the Grantee's action as a default under this agreement.
- **27.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Grantee's liability for damages.
- **27.3. Miscellaneous Grounds for Termination.** In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Grantee's payments or if the Grantee becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Grantee shall provide DHHS with proof of financial viability upon request.
- **27.4. Payment After Termination.** DHHS shall pay the Grantee for the services properly performed under this agreement up to the effective date of the notice of termination. The Grantee agrees that in the event of termination, the Grantee's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Grantee having to terminate other contracts necessarily and appropriately entered into by the Grantee pursuant to this agreement.
- 27.5. Default. Any of the following events will constitute cause for DHHS to declare the Grantee in default of this agreement: (i) the Grantee's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Grantee's material breach of any term or condition of this agreement. If the Grantee defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Grantee's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Grantee under this agreement, any other current agreement between DHHS and the Grantee, or any future payments due the Grantee to recover the funds. DHHS shall notify the Grantee of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.
- **28. Remedies:** In addition to terminating this agreement upon default or breach of the Grantee, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii)

debar or suspend the Grantee from receiving future contracts from DHHS or the State; and (iv) demandered refund of any payment DHHS has made to the Grantee for services that do not conform to this agreement.

- **29. Reviews**: DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Grantee to meet all of the terms and conditions of this agreement.
- **30. Performance Evaluation and Remediation**: DHHS may conduct a performance evaluation of the Grantee's services, including the Grantee's subcontractors. DHHS may make the results of any evaluation available to the Grantee. DHHS may make scheduled and unannounced visits. The Grantee shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Grantee shall cooperate with all monitoring and audits. DHHS may require remediation. The Grantee shall comply with any remediation plan required by DHHS. The Grantee's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
- **31. Public Information**: The Grantee agrees that this agreement, 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's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Grantee of any GRAMA requests.
- **32. Publicity:** The Grantee shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Grantee shall impose this restriction on its subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.
- **33. Information Ownership**: Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Grantee shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Grantee under this agreement. The Grantee shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
- **34. Information Practices**: The Grantee shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Grantee to enter into a business associate agreement if applicable. The Grantee shall receive or request from DHHS only information about an individual that is necessary to the Grantee's performance of its duties and functions. The Grantee shall use the information only for purposes of this agreement.

35. Secure Protection and Handling of State Data:

- **35.1.** If the Grantee is given access to or stores State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Grantee to ensure that there is no inappropriate or unauthorized use of State Data. The Grantee shall safeguard the confidentiality, integrity, and availability of the State Data. The Grantee agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.
- **35.2.** Any and all transmission or exchange of State Data must take place via secure means. The Grantee shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Grantee agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all

appropriate security updates, network firewall provisioning, and intrusion detection. The Grantee <u>land of the land of the lan</u>

- **35.3.** The Grantee shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- **35.4.** The Grantee shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Grantee's attention. The Grantee shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- **36. Artificial Intelligence:** The Grantee shall not use State Data in any generative artificial intelligence ("**GAI**") queries, training, or program creation without prior written permission from DHHS. The Grantee attests that its GAI models use only properly licensed material. The Grantee shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Grantee's use of GAI. Should the Grantee learn that State Data has been used in GAI queries without DHHS permission, the Grantee shall immediately notify DHHS. The Grantee shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Grantee shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 37. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion: Except for records that must be retained for a longer period under section 40.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Grantee shall notify DHHS. The Grantee shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- **38. Intellectual Property Ownership:** DHHS and the Grantee recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Grantee prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Grantee shall transfer any ownership claim to DHHS.
- **39. Standard of Care:** The services of the Grantee and its subcontractors must 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 agreement. The Grantee shall be liable to DHHS and the State for claims, liabilities, additional

burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omi that do not meet this standard of care.

40. Record Keeping, Audits, and Inspections:

- **40.1.** For financial reporting, the Grantee shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
- **40.2.** The Grantee shall maintain or supervise the maintenance of all records necessary to properly account for the Grantee's performance and the payments made by DHHS to the Grantee under this agreement. The Grantee shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Grantee shall retain these records as required by GAAP, state law, or specific program requirements, whichever is longer. The Grantee shall allow, at no additional cost, the State, auditors, and DHHS staff, access to all such records.
- **40.3.** The Grantee shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
- **40.4.** The Grantee shall comply with federal and State regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Grantee shall comply with applicable federal cost principles and agreement administration requirements. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Grantee shall send copies of required reports to dhhsfinancialreports@utah.gov.
- 41. Employment Practices: The Grantee shall abide by the following employment laws, as applicable: (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 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the workplace; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Grantee's employees or Persons served.
- **42. Background Screening Requirements:** The Grantee and any individuals associated with the Grantee shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- **43. Provider Code of Conduct:** If the Grantee and any individuals associated with the Grantee will be working with DHHS clients, the Grantee shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Grantee shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Grantee and to new employees or

volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that $\frac{1}{2}$ certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Grantee shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.

- **44. Waiver**: A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- **45. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- **46. Subawards, Subcontracts and Assignment:** The Grantee shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Grantee retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Grantee agrees to use written subcontracts that conform to federal and State laws. The Grantee shall request DHHS approval for any assignment at least 20 days prior to its effective date.
- **47. Force Majeure**: Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- **48. Severability**: The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
- **49. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
- **50. Notice**: Notice must be in writing and sent to dhhscontracts@utah.gov.
- **51. Order of Precedence**: The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Agreement Signature Page(s); (2) this Attachment A; (3) DHHS scope of work; (4) Any other attachments.
- **52. Time is of the Essence**: The Grantee shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Grantee shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Grantee's failure to timely perform the services required under this agreement.
- **53. Dispute Resolution**: DHHS and the Grantee shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- **54. Prohibited Discriminatory Practices:** The Grantee shall not use grant funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- **55. Entire Agreement:** This agreement 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.

(Revised: 1/15/2025)

Attachment C: Utah Department of Health and Human Services Public Entity Non-Subrecipient Federal Grant Terms

1. Definitions:

"Authorized Persons" means the Grantee's employees, officers, partners, subcontractors, or other agents of the Grantee who need to access State Data to enable the Grantee to perform its responsibilities under this agreement.

"Agreement Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"DHHS" means the Utah Department of Health and Human Services.

"Local Money" means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

"State" 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.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Grantee's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Grantee. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"State Money" means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

- 2. Governing Law and Venue: This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. Nonprofit Registration: If the Grantee is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
- **4. Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Grantee's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.
- 5. No Automatic Renewals: This agreement will not automatically renew.
- **6.** Laws and Regulations: The Grantee shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this agreement is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.

- Item 8.
- 7. Conflict of Interest: The Grantee represents that none of its officers or employees are officers or employ DHHS or the State, unless written disclosure has been made to DHHS. The Grantee shall comply and cooperate in good faith will all conflict of interest and ethic laws.
- **8. Independent Capacity:** The Grantee and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
- 9. Reporting Receipt of Federal and State Funds.
 - **9.1.** If the Grantee is a nonprofit corporation and receives State Money, the Grantee shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Grantee's fiscal year.
 - 9.2. The Grantee shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Grantee shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Grantee to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31st of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
 - **9.3.** The Grantee shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
 - **9.4.** Reports that are required to be sent to DHHS must be sent to dhhsfinancialreports@utah.gov.
- **10. Timely Reporting:** The Grantee shall timely submit all reports and back-up data required by this agreement or requested by DHHS.
- 11. Invoicing: Unless otherwise stated in the scope of work, the Grantee shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Grantee shall list this agreement number on all invoices and correspondence relating to this agreement. The Grantee shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Grantee's billing period. Notwithstanding the foregoing, the Grantee shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Grantee's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.
- **12. Supporting Documentation:** The Grantee shall maintain documentation necessary to support the costs billed by the Grantee and shall submit the documentation with the billings, if requested. The Grantee shall store and file required documentation in a systematic and consistent manner.
- **13. Questioned Costs:** DHHS may question any billing by the Grantee if the billing is not supported by proper documentation. The Grantee shall provide documentation as requested by DHHS.

14. Payment:

14.1. Payment to the Grantee will be based on allowable costs incurred by the Grantee in providing services pursuant to this agreement. The Grantee shall maintain documented expenditures that comply with

federal cost principles and any attached budget. Expenditures must be reasonable and necessary to out agreement requirements. The Grantee shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Grantee. The Grantee consents to a follow-up audit and clawback of any state grant funds if an audit shows that such grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.

- 14.2. DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Grantee will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Grantee as prescribed in the Utah Prompt Payment Act. The acceptance by the Grantee of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Grantee. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Grantee. The Grantee shall not charge end users electronic payment fees of any kind.
- **14.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Grantee for services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- **14.4.** Upon 30 days written notice, the Grantee shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Grantee or its subcontractors.
- 15. Related Party Payments. The Grantee shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Grantee to Related Parties without prior written consent may be disallowed and require repayment to DHHS. "Related Parties" means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.
- 16. Repayment: Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments or questioned costs will be immediately due and payable by the Grantee. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Grantee shall not reduce the level of services required by this agreement.
- 17. Budget Adjustments: If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Grantee. The Grantee shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Grantee shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Grantee may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Grantee may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.
- **18. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Grantee to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally

result in questioned costs unless DHHS has placed restrictions on subcategories within this major category agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

- 19. Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 30 days written notice delivered to the Grantee, DHHS may terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS 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 agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. 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, DHHS shall reimburse the Grantee for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 20. Cost Accounting System: The Grantee shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Grantee. The Grantee shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- **21. Suspension of Work:** DHHS shall give the Grantee written notice should DHHS suspend the Grantee's responsibilities under this agreement. The Grantee's responsibilities may be reinstated upon advance written notice from DHHS.

22. Indemnification:

- 22.1. If the Grantee is a governmental entity, the parties agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- **22.2.** The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
- 23. Intellectual Property Indemnification: The Grantee shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or 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 the Grantee's liability, such limitations of liability will not apply to this section.
- 24. Debarment: DHHS may immediately terminate this agreement if DHHS determines that the Grantee has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Grantee certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Grantee shall immediately notify DHHS if the Grantee becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

25. Termination and Default:

- **25.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Grantee. If the Grantee terminates this agreement without cause, DHHS may treat the Grantee's action as a default under this agreement.
- **25.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party

its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the distance is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Grantee's liability for damages.

- **25.3. Payment After Termination.** DHHS shall pay the Grantee for the services properly performed under this agreement up to the effective date of the notice of termination. The Grantee agrees that in the event of termination, the Grantee's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Grantee having to terminate other contracts necessarily and appropriately entered into by the Grantee pursuant to this agreement.
- **25.4. Default.** Any of the following events will constitute cause for DHHS to declare the Grantee in default of this agreement: (i) the Grantee's non-performance of its requirements and obligations under this agreement; or (ii) the Grantee's material breach of any term or condition of this agreement. If the Grantee defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Grantee's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Grantee under this agreement, any other current agreement between DHHS and the Grantee, or any future payments due the Grantee to recover the funds. DHHS shall notify the Grantee of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.
- **26. Remedies:** In addition to terminating this agreement upon default or breach of the Grantee, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Grantee from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Grantee for services that do not conform to this agreement.
- **27. Reviews**: DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Grantee to meet all of the terms and conditions of this agreement.
- 28. Performance Evaluation and Remediation: DHHS may conduct a performance evaluation of the Grantee's services, including the Grantee's subcontractors. DHHS may make the results of any evaluation available to the Grantee. DHHS may make scheduled and unannounced visits. The Grantee shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Grantee shall cooperate with all monitoring and audits. DHHS may require remediation. The Grantee shall comply with any remediation plan required by DHHS. The Grantee's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
- **29. Public Information**: The Grantee agrees that this agreement, 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's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Grantee of any GRAMA requests.
- **30. Publicity:** The Grantee shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Grantee shall impose this restriction on its subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.
- 31. Information Ownership: Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Grantee shall not use or disclose, except in meeting its obligations under this contract,

information gathered, reports developed, or conclusions reached in performance of this agreement withou written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Grantee under this agreement. The Grantee shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.

32. Information Practices: The Grantee shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Grantee to enter into a business associate agreement if applicable. The Grantee shall receive or request from DHHS only information about an individual that is necessary to the Grantee's performance of its duties and functions. The Grantee shall use the information only for purposes of this agreement.

33. Secure Protection and Handling of State Data:

- **33.1.** If the Grantee is given access to or stores State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Grantee to ensure that there is no inappropriate or unauthorized use of State Data. The Grantee shall safeguard the confidentiality, integrity, and availability of the State Data. The Grantee agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.
- 33.2. Any and all transmission or exchange of State Data must take place via secure means. The Grantee shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Grantee agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Grantee agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- **33.3.** The Grantee shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- **33.4.** The Grantee shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Grantee's attention. The Grantee shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- **34. Artificial Intelligence:** The Grantee shall not use State Data in any generative artificial intelligence ("**GAI**") queries, training, or program creation without prior written permission from DHHS. The Grantee attests that its GAI models use only properly licensed material. The Grantee shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Grantee's use of GAI. Should the Grantee learn that State Data has been used in GAI queries without DHHS permission, the Grantee shall immediately notify DHHS. The Grantee shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DH<u>HS</u>.

The Grantee shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.

- 35. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion: Except for records that must be retained for a longer period under section 37.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Grantee shall notify DHHS. The Grantee shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- **36. Intellectual Property Ownership:** DHHS and the Grantee recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Grantee prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Grantee shall transfer any ownership claim to DHHS.

37. Record Keeping, Audits, and Inspections:

- **37.1.** For financial reporting, the Grantee shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
- 37.2. The Grantee shall maintain or supervise the maintenance of all records necessary to properly account for the Grantee's performance and the payments made by DHHS to the Grantee under this agreement. The Grantee shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Grantee agrees to allow, at no additional cost, the State, auditors, and DHHS's staff, access to all such records. The Grantee shall retain these records as required by GAAP, state law, or specific program requirements, whichever is longer. The Grantee shall allow, at no additional cost, the State, auditors, and DHHS staff, access to all such records.
- **37.3.** The Grantee shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
- **37.4.** The Grantee shall comply with federal and State regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Grantee shall comply with applicable federal cost principles and agreement administration requirements. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Grantee shall send copies of required reports to dhhsfinancialreports@utah.gov.
- 38. Employment Practices: The Grantee shall abide by the following employment laws, as applicable: (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 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the workpla

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(vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public place. Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Grantee's employees or Persons served.

- 39. Federal Requirements: The Grantee shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Grantee shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- **40. Background Screening Requirements:** The Grantee and any individuals associated with the Grantee shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- 41. Provider Code of Conduct: If the Grantee and any individuals associated with the Grantee will be working with DHHS clients, the Grantee shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Grantee shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Grantee and to new employees or

volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that <u>land of the certifies</u> that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Grantee shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.

- **42. Waiver**: A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- **43. Subawards, Subcontracts and Assignment:** The Grantee shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Grantee retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Grantee agrees to use written subcontracts that conform to federal and State laws.
- **44. Force Majeure**: Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- **45. Severability**: The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
- **46. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
- 47. Notice: Notice must be in writing and sent to dhhscontracts@utah.gov.
- **48. Order of Precedence**: The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Agreement Signature Page(s); (2) this Attachment A; (3) DHHS scope of work; (4) Any other attachments.
- **49. Time is of the Essence**: The Grantee shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Grantee shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Grantee's failure to timely perform the services required under this agreement.
- **50. Prohibited Discriminatory Practices:** The Grantee shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- **51. Entire Agreement:** This agreement 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.

(Revised: 12/10/2024)

Attachment D: Utah Department of Health and Human Services Public Entity Term

1. Definitions:

"Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or other agents of the Contractor who need to access State Data to enable the Contractor to perform its responsibilities under this contract.

"Contract Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"DHHS" means the Utah Department of Health and Human Services.

"Goods" means all types of tangible personal property (commodities), including but not limited to materials, supplies, Work Product, and equipment that Contractor is required to deliver to DHHS. To the extent this contract entails delivery or performance of services (including maintenance, installation, or product support) such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.

"Person" means any governmental entity, business, individual, union, committee, club, other organization, or group of individuals.

"Services" means the furnishing of labor, time, or effort by the Contractor pursuant to this contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

"State" 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.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this contract, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"Subcontractor" 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 the Contractor's manufacturers, distributors, and suppliers.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

"Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, deliverable, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered, or reduced to practice by the Contractor or the Contractor's Subcontractors (either alone or with others) pursuant to this contract. Work Product will be considered a work made for hire under federal, State, and local laws; and all interest and title will be transferred to and owned by DHHS. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any DHHS intellectual property, the Contractor's intellectual property (that it owned or licensed prior to this contract) or third party intellectual property.

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- 2. Governing Law and Venue: This contract is governed by the laws, rules, and regulations of Utah. Any ac proceeding arising from this contract must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- **3. Amendments:** This contract may only be amended by mutual written agreement signed by both parties.
- **4. No Automatic Renewals:** This contract will not automatically renew.
- **5. Scope Changes:** Any changes to the scope of Goods or Services required under this contract must be executed by written amendment signed by the parties.
- **6. Laws and Regulations:** The Contractor shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
- 7. Independent Contractors: The Contractor shall ensure that any Subcontractors act in an independent capacity and not as officers, employees, or agents of DHHS.
- 8. Invoicing: Unless otherwise stated in the scope of work, the Contractor shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the Services were provided or within 20 days of the delivery of the Goods to DHHS. The Contractor shall list this contract number on all invoices, freight tickets, and correspondence relating to this contract. The prices paid by DHHS will be those prices listed in this contract, unless the Contractor offers a prompt payment discount on its invoice. DHHS may adjust or return any invoice reflecting incorrect pricing. The Contractor shall submit all final billings under this contract within 14 days of expiration or termination of the contract, regardless of the Contractor's billing period. Notwithstanding the foregoing, the Contractor shall submit all billings for Services performed or Goods delivered on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Contractor's billing period or the expiration or termination date of this contract. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this contract, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Contractor's services or goods were provided or expected under the contract, or for contracts with Medicaid, later than Medicaid deadlines.

9. Payment:

- **9.1.** DHHS shall pay the contracted amounts, less amounts collected by the Contractor from any other Person not a party to this contract legally liable for the payments for the Goods and Services.
- **9.2.** DHHS shall make payments within 30 days after a correct invoice is received.
- **9.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Contractor for Goods delivered and Services performed through the date of cancellation or reduction, and DHHS will not be liable for any future commitments, penalties, or liquidated damages.
- **9.4.** Upon 30 days written notice, the Contractor shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Contractor or its Subcontractors.
- 10. Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 30 days written notice delivered to the Contractor, DHHS may terminate this contract in whole or in part, or proportionately reduce the Goods and Services due and the amounts due, if DHHS 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) a change in appropriations, available funds, or budgets affects DHHS'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, DHHS shall pay the Contractor for the Goods and Services properly ordered

until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalt liquidated damages that accrue after the effective date of said written notice.

11. Suspension of Work: DHHS shall give the Contractor written notice should DHHS suspend the Contractor's responsibilities under this contract. The Contractor's responsibilities may be reinstated upon advance written notice from DHHS.

12. Indemnification:

- **12.1.** If the Contractor is a governmental entity, the parties agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this contract. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- **12.2.** The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
- **13. Intellectual Property Indemnification**: The Contractor shall indemnify and hold DHHS harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS 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 the Contractor's liability, such limitations of liability will not apply to this section.
- 14. Debarment: DHHS may immediately terminate this contract if DHHS determines that the Contractor has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Contractor certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this contract. The Contractor shall immediately notify DHHS if the Contractor becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

15. Termination and Default:

- **15.1. Termination for Convenience.** DHHS may terminate this contract without cause, upon 30 days written notice to the Contractor. If the Contractor terminates this contract without cause, DHHS may treat the Contractor's action as a default under this contract.
- **15.2. Termination for Cause.** Each party may terminate this contract with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this contract 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Contractor's liability for damages.
- 15.3. Payment After Termination. DHHS shall pay the Contractor for the Goods delivered and Services properly performed under this contract up to the effective date of the notice of termination. The Contractor agrees that in the event of termination, the Contractor's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all Goods delivered and 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 the Contractor having to terminate other contracts necessarily and appropriately entered into by the Contractor pursuant to this contract. In the event of such termination, the Contractor shall promptly deliver to the State all Work Product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by the Contractor under this contract up to the date of termination.

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- **15.4. Cover.** If DHHS terminates this contract for cause, DHHS may procure replacement Goods or Set upon terms and conditions necessary to replace the Contractor's obligations. If the termination is due to the Contractor's failure to perform, and DHHS procures replacement Goods or Services, the Contractor agrees to pay any excess costs associated with obtaining the replacement Goods or Services.
- 15.5. Default. Any of the following events will constitute cause for DHHS to declare the Contractor in default of this contract: (i) the Contractor's non-performance of its requirements and obligations under this contract; or (ii) the Contractor's material breach of any term or condition of this contract. If the Contractor defaults in any manner in the performance of any obligation under this contract, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Contractor's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Contractor under this contract, any other current contract between DHHS and the Contractor, or any future payments due the Contractor to recover the funds. DHHS shall notify the Contractor of DHHS's action in adjusting the amount of payment or withholding payment. This contract is executory until such repayment is made.
- 16. Remedies: In addition to terminating this contract upon default or breach of the Contractor, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Contractor from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Contractor for Goods or Services that do not conform to this contract.
- **17. Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Contractor to meet all of the terms and conditions of this contract.
- **18. Performance Evaluation:** DHHS may conduct a performance evaluation of the Contractor's Services, including the Contractor's Subcontractors. DHHS may make the results of any evaluation available to the Contractor.
- **19. Public Information**: The 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's Government Records Access and Management Act ("**GRAMA**").
- **20. Publicity:** The Contractor shall not advertise or publicize matters relating to this contract, or publicly use DHHS's name, without the prior written approval of DHHS. The Contractor shall impose this restriction on any subcontractors, and shall require subcontractors to impose this restriction on each lower tier of subcontractors.
- 21. Information Ownership: Except for confidential medical records held by direct care providers, if the Contractor uses any Subcontractors for activities arising out of this contract, the Contractor shall ensure it maintains exclusive ownership and title to all information gathered, reports developed, and conclusions reached in performance of this contract. The Contractor shall require any Subcontractors to obtain prior written consent from the Contractor prior to using or disclosing information gathered, reports developed, or conclusions reached in performance of activities arising out of this contract.
- 22. Information Practices: The Contractor shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Contractor to enter into a business associate agreement if applicable. The Contractor shall receive or request from DHHS only information about an individual that is necessary to the Contractor's performance of its duties and functions. The Contractor shall use the information only for purposes of this contract.
- 23. Secure Protection and Handling of State Data:

- 23.1. If the Contractor is given access to or stores State Data as part of this contract, the protection on the Data must be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data. The Contractor shall safeguard the confidentiality, integrity, and availability of the State Data. The Contractor agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this contract. The improper use or disclosure of confidential information is strictly prohibited.
- 23.2. Any and all transmission or exchange of State Data must take place via secure means. The Contractor shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Contractor agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Contractor agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 23.3. The Contractor shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this contract relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this contract and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this contract or otherwise agreed to in writing by DHHS.
- 23.4. The Contractor shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Contractor's attention. The Contractor shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, Subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this contract. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 24. Artificial Intelligence: The Contractor shall not use State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from DHHS. The Contractor attests that its GAI models use only properly licensed material. The Contractor shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Contractor's use of GAI. Should the Contractor learn that State Data has been used in GAI queries without DHHS permission, the Contractor shall immediately notify DHHS. The Contractor shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Contractor shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 25. Intellectual Property Ownership: DHHS and the Contractor recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this contract, but specifically created or manufactured under this contract, is considered work made for hire, and the Contractor shall transfer any ownership claim to DHHS.
- **26. Work Product Ownership**: In the event that the Contractor provides Work Product to DHHS pursuant to this contract, the Contractor grants the ownership in Work Product, which has been developed and delivered by the Contractor exclusively for DHHS and is specifically within the framework of fulfilling the Contractor's obligations under this contract. Work Product will be deemed work made for hire, such that all intellectual property rights, title, and interest in the Work Product will pass to DHHS, to the extent that the Work Product is not recognize

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work made for hire, the Contractor hereby assigns to DHHS any and all copyrights in and to the Work Pr subject to the following:

- **26.1.** The Contractor has received payment for the Work Product,
- **26.2.** Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Services performed under this contract ("Background IP"), and
- 26.3. The Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes, and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of the Contractor in the course of performing the Services or creating the Work Product, other than portions that specifically incorporate proprietary or confidential information or Work Product of DHHS (collectively, the "Residual IP"), even if embedded in the Work Product.
- **26.4.** The Contractor shall not distribute or market Work Product, not including the Contractor's Intellectual Property Rights, Background IP, and Residual IP, without written approval by DHHS.
- 26.5. The Contractor agrees to grant to DHHS a perpetual, irrevocable, royalty-free license to use the Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for DHHS and the State to use the Work Product. DHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for DHHS's and the State's internal purposes, such Work Product. For the Goods or Services delivered that consist of the Contractor's scripts and code and are not considered Work Product, for any reason whatsoever, the Contractor grants DHHS a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for DHHS's and the State's internal business operation under this contract. DHHS and the State may not participate in the transfer or sale of, create derivative works from, or in any way exploit the Contractor's Intellectual Property Rights, in whole or in part.
- 27. Software Ownership: If the Contractor develops or pays to have developed computer software exclusively with funds or proceeds from this contract to perform its obligations under this contract, or to perform computerized tasks that it was not previously performing to meet its obligations under this contract, the computer software will be exclusively owned by or licensed to DHHS. If the Contractor develops or pays to have developed computer software which is an addition to existing software owned by or licensed exclusively with funds or proceeds from this contract, or to modify software to perform computerized tasks in a manner different than previously performed, to meet its obligations under this contract, the addition will be exclusively owned by or licensed to DHHS. In the case of software owned by DHHS, DHHS grants to the Contractor a nontransferable, nonexclusive license to use the software in the performance of this contract. In the case of software licensed to DHHS, DHHS grants to the Contractor permission to use the software in the performance of this contract. This license or permission, as the case may be, terminates when the Contractor has completed its work under this contract. If the Contractor uses computer software licensed to it which it does not modify or program to handle the specific tasks required by this contract, then to the extent allowed by the license agreement between the Contractor and the owner of the software, the Contractor grants to DHHS a continuing, nonexclusive license for either DHHS or a different contractor to use the software in order to perform work substantially identical to the work performed by the Contractor under this contract. If the Contractor cannot grant the license as required by this section, then the Contractor shall reveal the input screens, report formats, data structures, linkages, and relations used in

performing its obligations under this contract in such a manner to allow DHHS or another contractor to co the work performed by the Contractor under this contract.

- **28. Updates and Upgrades**: The Contractor grants to DHHS a non-exclusive, non-transferable license to use upgrades and updates provided by the Contractor. Such upgrades and updates are subject to the terms of this contract. DHHS shall download, distribute, and install all updates as released by the Contractor. The Contractor shall use commercially reasonable efforts to provide DHHS with work-around solutions or patches to reported software problems that may affect DHHS's use of the software during the length of this contract.
- **29. Technical Support and Maintenance**: If technical support and maintenance is a part of the Goods or Services that the Contractor provides under this contract, the Contractor will use commercially reasonable efforts to respond to DHHS in a reasonable time when DHHS makes technical support or maintenance requests regarding the Goods or Services.
- **30. Equipment Purchase**: The Contractor shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with contract funds.
- 31. Acceptance and Rejection: DHHS will have 30 days after the performance of the Services or delivery of the Goods to perform an inspection of the Goods or Services to determine whether the Goods and Services conform to the standards specified in this contract prior to acceptance of the Goods or Services by DHHS. If the Contractor delivers nonconforming Goods or Services, DHHS may, at its option and at the Contractor's expense: (i) return the Goods or Services for a full refund; (ii) require the Contractor to promptly correct or re-perform the nonconforming Goods or Services subject to the terms of this contract; or (iii) obtain replacement Goods or Services from another source, subject to the Contractor being responsible for any cover costs.

32. Record Keeping, Audits, and Inspections:

- **32.1.** For financial reporting, the Contractor shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
- **32.2.** The Contractor shall retain all records which relate to disputes, litigation, and claim settlements arising from contract performance or cost or expense exceptions, until all disputes, litigation, claims, or exceptions are resolved.
- **32.3.** The Contractor shall comply with federal and state regulations concerning cost principles, audit requirements, and contract administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Contractor shall comply with applicable federal cost principles and contract administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Contractor shall send copies of required reports to dhhsfinancialreports@utah.gov.
- **32.4.** If the Contractor enters into an agreement with a subrecipient, the Contractor shall report all Federal Funding Accountability and Transparency Act (FFATA) requirements to DHHS each time funding is awarded or amended.
- 33. Standard of Care: The Services of the Contractor and its Subcontractors must 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. The Contractor shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- **34. Employment Practices:** The Contractor shall abide by the following employment laws, as applicable: (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 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and

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Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the workplace; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Contractor's employees or Persons served.

- 35. Federal Requirements: The Contractor shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Contractor shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- **36. Waiver**: A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- **37. Subcontracts:** The Contractor retains ultimate responsibility for performance of all terms, conditions, and provisions of this contract that are subcontracted or performed by a Subcontractor. When subcontracting, the Contractor agrees to use written subcontracts that conform to federal and State laws. If any Subcontractor is a subrecipient, the Contractor shall comply with all federal regulations governing subrecipients as set out in 2

Part 200. If the Contractor enters into an agreement with a subrecipient, the Contractor shall notify DHH compliance with 2 CFR Part 200 in the manner required by DHHS.

- **38. Force Majeure**: Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this contract after determining that the delay or default will likely prevent successful performance of this contract.
- **39. Severability**: The invalidity or unenforceability of any provision, term, or condition of this contract will not affect the validity or enforceability of any other provision, term, or condition of this contract, which will remain in full force and effect.
- **40. Survival of Terms:** Termination or expiration of this contract will not extinguish or prejudice DHHS's right to enforce this contract with respect to any default or defect in the Services that has not been cured.
- **41. Notice**: Notice must be in writing and sent to dhhscontracts@utah.gov.
- **42. Order of Precedence**: The terms of this contract will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this contract's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Contract Signature Page(s); (2) this Attachment A; (3) DHHS scope of work; (4) Any other attachments.
- **43. Time is of the Essence**: The Contractor shall complete Services or deliver Goods by any deadline stated in this contract. For all Goods and Services, time is of the essence. The Contractor shall be liable for all reasonable damages to DHHS and the State, and anyone to whom the State may be liable, as a result of the Contractor's failure to timely perform the Services required under this contract.
- **44. Contractor Contact Information:** The Contractor shall ensure that DHHS has accurate contact information for the Contractor at all times throughout the duration of this contract and throughout the duration of the Contractor's record retention responsibilities. The Contractor shall immediately notify DHHS of any changes to contact information.
- **45. Prohibited Discriminatory Practices:** The Contractor shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- **46. Remediation:** DHHS may monitor the Contractor's performance under this contract and require remediation. The Contractor shall comply with any remediation plan required by DHHS. The Contractor's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
- **47. 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.

(Revised: 12/10/2024)

Attachment E: Utah Department of Health and Human Services Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into by and between the Utah Department of Health and Human Services (the "Department") and the other party named on the cover page ("Business Associate"). The Parties have entered into one or more underlying agreements (each and together, the "Service Agreement") pursuant to which Business Associate provides services to the Department that require the use and disclosure of PHI. This Agreement only applies when Business Associate is carrying out the covered functions described in the Service Agreement.

This Agreement sets forth the terms and conditions under which PHI that is created, received, maintained, or transmitted by Business Associate, for or on behalf of the Department, will be handled during the term of the Service Agreement and after its termination.

The Parties agree as follows:

1. Definitions:

- A. The following terms used in this Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Covered Functions, Data Aggregation, Designated Record Set, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, Workforce Member, and Use.
- **B.** "HIPAA Rules" means the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing regulations.

2. Permitted Uses and Disclosures of PHI by Business Associate:

- **A.** Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Department as specified in the Service Agreement, so long as such use or disclosure would not violate HIPAA Rules if done by the Department.
- **B.** Business Associate may use or disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided that: (i) the disclosures are permitted by law, or (ii) (1) Business Associate obtains reasonable assurances from the third party to whom PHI is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (2) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. If Business Associate provides data aggregation services for the Department under the Service Agreement, Business Associate may use and aggregate PHI only for purposes of providing the data aggregation services to the Department. Any use of PHI for other data aggregation or commercial purposes unrelated to the Service Agreement is prohibited. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 for purposes required by the Service Agreement. All such uses and

disclosures of de-identified data shall be subject to the limits set forth in 45 C.F.R. § 164.514.

3. Obligations and Activities of Business Associate:

- **A.** Limitations on Use. Business Associate may use or disclose PHI solely (1) as necessary to perform its obligations under the Service Agreement, (2) as required by law, or (3) as permitted or required under this Agreement. Business Associate shall not use or disclose PHI for any other purpose or in any other manner.
- **B.** Minimum Necessary. Business Associate shall request, use, and/or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use, or disclosure in accordance with the HIPAA Rules.
- **C.** Duty to Safeguard PHI. Business Associate shall implement and maintain appropriate administrative, technical, and physical safeguards that comply with Subpart C of 45 C.F.R. 164 in order to secure electronic PHI, prevent the use or disclosure of PHI other than as provided for by this Agreement, and protect the integrity and availability of PHI.

As appropriate, information security safeguards include:

- (i) Limiting access to PHI to authorized workforce members and persons.
- (ii) Securing its facilities, data centers, paper files, servers, back-up systems, and computing equipment with information storage capability.
- (iii) Implementing network, device application, database, and platform security.
- (iv) Securing information in transit and at rest.
- (v) Implementing authentication and access controls within media, applications, operating systems, and equipment.
- (vi) Encrypting PHI stored on any mobile media and computing devices that allow remote access.
- (vii) Implementing appropriate personnel security and integrity procedures and practices; and
- (viii) Providing appropriate privacy and information security training to its workforce members whose services may be used to satisfy Business Associate's obligations under this Agreement.
- **D.** Subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(i) and 164.308(b)(2), Business Associate shall require any subcontractors or agents that create, receive, maintain, or transmit PHI for or on behalf of the Business Associate, agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. To the extent that subcontractors or agents create, receive, maintain, or transmit electronic PHI on behalf of Business Associate, it shall require its subcontractors or agents to comply with Subpart C of 45 C.F.R. 164.
- **E.** Access to PHI. If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within fifteen (15) days of receipt of the Department's request, Business Associate agrees to make available PHI to the Department or, as directed by the Department, to an individual in order to meet the requirements under 45 C.F.R. § 164.524, relating to an individual's right to inspect and obtain a copy of PHI relating to such individual. In the event an individual requests access to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.

As a governmental entity, Business Associate understands it must comply with the Government Records and Management Act (GRAMA) in the retention and disclosure of records in its possession. Pursuant to U.C.A. § 63G-2-107, GRAMA does not apply to a record containing PHI as defined in 45 C.F.R., Part 164, Standards for Privacy of Individually Identifiable Health Information, if the record is: (1) controlled or maintained by a governmental entity; and (2) governed by 45 C.F.R., Parts 160 and 164, Standards for Privacy of Individually Identifiable Health Information.

- F. Amendment to PHI. If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within thirty (30) days of receipt of the Department's request, Business Associate agrees to make any amendments to PHI, if applicable, as the Department directs or agrees to pursuant to 45 C.F.R. § 164.526. In the event an individual requests an amendment to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.
- **G.** Accounting of Disclosures of PHI. Business Associate shall, as applicable, maintain and make available the information required to provide an accounting of the disclosures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528. In the event that an individual requests an accounting of disclosures to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.
- **H.** Performance of Obligations. To the extent Business Associate is to carry out one or more of the Department's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligations under this Agreement.
- I. Availability of Records for Review. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining the Department's compliance with the HIPAA Rules. Upon reasonable prior request of the Department, Business Associate agrees to allow the Department to perform a review of its facilities, systems, books, records, agreements, and policies and procedures relating to the use or disclosure of PHI in order to determine Business Associate's compliance with the terms of this Agreement.
- J. Prohibition of Offshoring. Business Associate shall not perform any work outside the territory of the U.S. that involves access to, use, or disclosure of PHI in any form via any medium. Nothing in this Agreement shall permit Business Associate to assign, delegate, or subcontract any of its rights or obligations under this Agreement to its subcontractors or agents residing beyond the boundaries and jurisdiction of the U.S. without express written consent of the Department.

4. Incident and Breach Reporting and Mitigation:

- **A.** Reporting Duties. Business Associate shall report to the Department any security incident or use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, within two (2) days of Business Associate's discovery of such incident. The report must include the following information, to the extent known:
 - (1) Description of the incident;

- (2) Date of the incident and the date the incident was discovered;
- (3) Description of the type of PHI involved;
- (4) Identification of who received PHI;
- (5) Identification of the individuals whose PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the incident;
- **(6)** Steps Business Associate or its subcontractor or agents are taking to investigate the incident and prevent continuing or further incidents; and
- (7) Any other information requested by the Department.

Any of the above information which is not known within two (2) days must be reported to Department no later than thirty (30) days.

- **B.** Breach Determination. The Department will make the final determination of whether a breach of unsecured PHI has occurred and will notify Business Associate of the determination. If the Department determines a breach of unsecured PHI has occurred, Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individuals whose information was disclosed inappropriately. The Department, in its sole discretion, will determine whether the Department or Business Associate is responsible for providing notifications to the individuals whose PHI has been disclosed, the Secretary, and/or the media.
- **C.** Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effects resulting from a security incident or any use and or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law.
- D. Financial Obligations. Notwithstanding any other provision in this Agreement, Business Associate shall be responsible for any and all costs and expenses arising from or related to a security incident or breach by Business Associate or its subcontractors and agents, including, but not limited to, any required notifications and credit monitoring services to affected individuals, notifications to the Secretary and the media, corrective action plans, and remedial and mitigation costs associated with the Department's and Business Associate's compliance with Subpart D of 45 C.F.R. 164.

5. Obligations of the Department:

- **A.** Notice of Privacy Practices. The Department shall notify Business Associate of any limitation in the Department's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520 to the extent such limitations affect the Business Associate's use or disclosure of PHI.
- **B.** Revocation of Authorization of Individual. The Department shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, if and to the extent that such changes affect Business Associate's use or disclosure of PHI.
- C. Restrictions on Use and Disclosure. The Department shall notify Business Associate of any restriction on the use or disclosure of PHI that the Department has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.
- **D.** Requested Uses or Disclosures. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the

Department, except that Business Associate may use or disclose PHI for purposes set forth in Section 2(B).

6. Term and Termination:

- **A.** Term. This Agreement shall be effective as of the effective date of the Service Agreement and shall terminate upon termination or expiration of the Service Agreement or on the date the Department terminates this Agreement for cause as authorized in paragraph (B) of this Section, whichever is sooner.
- **B.** Termination. If the Department determines that Business Associate has violated a material term of this Agreement, the Department may: (1) provide Business Associate an opportunity to cure the breach within the timeframe specified in writing by the Department, or (2) immediately terminate this Agreement if a cure is not possible and termination is possible under state law. In the absence of a cure reasonably satisfactory to the Department, the Department may terminate this Agreement unless prohibited by state law.
- C. Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Department or created, maintained, or received by Business Associate on behalf of the Department that Business Associate still maintains in any form, unless the Business Associate is otherwise authorized by law to retain PHI for its official purposes. These termination provisions shall also apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. Upon the Department's request, Business Associate shall certify to the Department that all PHI in its possession or control, and all PHI created, received or maintained by its subcontractors or agents, has been returned or destroyed. If return or destruction of PHI is not feasible, Business Associate will provide written notification of the conditions that make return or destruction infeasible. Upon a mutual agreement by the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 6 shall survive termination of this Agreement for any reason.
- 7. Indemnification: Omitted for agreements between the Department and Local Health Departments.

8. Miscellaneous:

- **A.** Other Confidentiality Obligations. The parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under other agreements or applicable federal and state laws.
- **B.** Independent Contractor Status. Business Associate is an independent contractor of the Department and shall not be considered an agent of the Department.
- **C.** Notice. Any notice or other communications required or permitted to be given under this Agreement shall be sent to:

If to the Department:

Natasha Naylor UDHHS Chief Privacy Officer 288 North 1460 West P.O. Box 14109 Salt Lake City, Utah 84114 801-989-8684 nknaylor@utah.gov

If to Business Associate:

The contact named on the cover page.

- **D.** Amendments. This Agreement may be amended or modified only in a writing, signed by the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time for compliance with the requirements of the HIPAA Rules and any other applicable law.
- **E.** Waiver. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.
- **F.** Interpretation. Any ambiguity in this Agreement shall be interpreted to permit the Department to comply with the HIPAA Rules. In the event the Service Agreement contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. Except as specified herein, all other terms of the Service Agreement will continue in full force and effect.
- **G.** Entire Agreement. This Agreement shall supersede any and all other earlier-dated Business Associate Agreements that may have been entered into by Business Associate executing this Agreement and the Department.
- **H.** Regulatory References. A reference in this Agreement to HIPAA Rules means the sections as in effect or as amended.

Rev. 08.14.2023



COMMISSION STAFF REPORT

MEETING DATE: April 1, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of the *Public Health Crisis*

Response HPAI – San Juan County Health Department 2025 contract, by Mike Moulton, Interim Public Health

Director

RECOMMENDATION: Approve

SUMMARY

The purpose of this agreement is to support preparedness and response efforts for respiratory diseases, including A/H5N1 (Influenza A virus subtype H5N1 (bird flu)). This would be accomplished by sending selected staff to a series of trainings and workshops that will assist in establishing a communication strategy for emergency and standard events across the Governance structure, improving trusted communication skills, and developing a contact list for the Joint Information System (JIS) within our local district.

HISTORY/PAST ACTION

FISCAL IMPACT

DHHS agrees to pay a maximum of \$28,632.23 in accordance with the provisions of this contract.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

251691552 DHHS Log Number 252701552 State Agreement ID

- 1. CONTRACT NAME: The name of this contract is Public Health Crisis Response HPAI San Juan County Health Department 2025.
- 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

Vendor ID: 06866HL

Commodity Code: 99999 Grants

MAILING ADDRESS

San Juan County 735 S 200 W, Ste 2 Blanding, UT 84511

- 3. GENERAL PURPOSE OF CONTRACT: The purpose of this agreement is to support preparedness and response efforts for respiratory diseases including A/H5N1.
- 4. CONTRACT PERIOD: The service period of this contract is 03/15/2025 through 01/16/2026, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
- 5. CONTRACT AMOUNT: DHHS agrees to pay a maximum of \$28,632.23 in accordance with the provisions of this contract.
- 6. CONTRACT INQUIRIES: Inquiries regarding this contract shall be directed to the following individuals:

CONTRACTOR CONTACT:

Mike Moulton (435) 587-3838 mmoulton@sanjuancountyut.gov

DHHS CONTACT:

Bree Barbeau (801) 718-0146

breebarbeau@utah.gov

7. SUB - RECIPIENT INFORMATION:

UEI: WCVABP2FEVA2 **Indirect Cost Rate:** 0.00 %

Federal Funds

| Funding Amount | Award Number | Assistanc e Listing Number | Assistanc e Listing Title | Federal Program Name | Federal Awardin g Agency | Federal Award Identificatio n Number | Federal Award Date |
|-------------------|-----------------------------|----------------------------------|---|--|--|---|--------------------------|
| \$28,632.2 | 1 NU90TP92227 9-01-00 | 93.354 | Public Health Emergenc y Response: Cooperativ e Agreemen t for Emergenc y Response: Public Health Crisis Response | Cooperativ e Agreemen t for Emergenc y Response: Public Health Crisis Response | CDC Office of Financial Resource s | NU90TP9222 79 | 01/17/202 |

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.
- 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.

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log # 251691552

IN WITNESS WHEREOF, the parties enter into this agreement.

| CONTRACTOR Signature |
|-------------------------|
| - |
| Signed by: |
| |
| Jamie Harvey |
| County Commission Chair |
| |
| Date Signed: |

Attachment A: Scope of Work Public Health Crisis Response HPAI 2025

Article 1 DEFINITIONS

1.1 **Definitions**. In this grant, the following definitions apply:

"Governance" means a committee consisting of DHHS and local health department representatives.

"HPAI" means Highly Pathogenic Avian Influenza.

"LHD" means Local Health Department.

"JIS" means Joint Information System.

"JIC" means Joint Information Center.

"PIO" means Public Information Officer.

Article 2 SERVICE REQUIREMENTS

- 2.1 **Deliverable**. The Grantee shall:
 - (1) assist in the establishment of a communication strategy across the Governance structure delineating emergency and standard communication events:
 - (A) LHD PIOs will participate in a one-day summit to build a statewide JIS around the new Governance document;
 - (2) participate in a de Beaumont training that will build skills to improve trusted communication:
 - (A) selected LHD staff will participate in one in-person and one virtual training.
 - (3) participate in message mapping training for LHD staff:
 - (A) selected LHD staff will participate in workshops, develop a message map for the LHD, and participate in a virtual workshop.
 - (4) participate in a JIS and JIC Training:
 - (A) selected LHD staff will participate in the workshop. Following the workshop, staff will develop a contact list for a JIS within the local health district.
 - (5) participate in an individual coaching session for lead communicators at LHD:

(A) individual coaching sessions will allow teams an opportunity to receive skills training and coaching, review a case study and experience a live news conference.

Article 3 INVOICING

3.1 **Invoicing**. The Grantee shall include a column in the Monthly Expenditure Report titled, "Crisis HPAI".

Article 4 OUTCOMES

- 4.1 **Outcomes**. The desired outcome of this grant is to:
 - (1) create a communications process to be approved by Governance including principles and standard operating procedures to operationalize the principles:
 - (2) increase the communicable disease response capacity of local health department staff through communication strategy training; and
 - (3) establish a JIS between the DHHS and LHDs.
- 4.2 **Performance Measure**. The Grantee shall participate in:
 - (1) Governance Communications Strategy Workshop:
 - (A) participate in the establishment of a statewide public health JIS between the DHHS and LHDs.
 - (2) de Beaumont Training:
 - (A) by June 1, 2025, selected LHD staff participate in an in-person de Beaumont training.
 - (B) by August 1, 2025, selected LHD staff participate in one follow-up virtual de Beaumont training.
 - (3) Message Mapping Training:
 - (A) by May 31, 2025, selected LHD staff participate in a full day message mapping training (workshop 1);
 - (B) upon completion of workshop 1, selected LHD staff participate in one virtual check-in between workshops 1 and 2;
 - (C) by October 1, 2025, selected LHD staff participate in a follow-up full day training (workshop 2); and

- (D) participate in the development of a statewide library for message maps.
- (4) JIS/JIC Training:
 - (A) by November 1, 2025, selected LHD staff participate in one JIS/JIC training.
- (5) Individual Coaching Training:
 - (A) LHD staff participate in a training session for lead communicators.
- 4.3 **Reporting**. The Grantee shall submit semi-annual reports to DHHS at prepgrants@utah.gov within 30 days after the end of the reporting period. Reporting schedules are as follows:

Reporting Period Report

Due Date

March 15, 2025 – July 16, 2025 July 17, 2025 - January 16, 2026 August 15, 2025 February 15, 2026

2025 COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY EXTENSION SERVICES – SAN JUAN COUNTY

This Cooperative Agreement ("Agreement") is dated as of the last dated signature below and is between San Juan County ("County") and Utah State University ("USU"), via its Cooperative Extension Service, to promote and provide cooperative extension services ("Extension Services").

Whereas, USU is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an extension service at USU (U.C.A. §53B-18-201) and has enabled Utah's various counties to become a cooperative collaborator in promoting Extension Services, specifically:

USU "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county" (U.C.A. §53B-18-202); and

Whereas, USU has organized its extension service as follows:

(a) Extension faculty and staff, who directly serve specific counties; (b) Extension county directors, who coordinate the services within a specific county; (c) Extension administrators, who coordinate and supervise Extension Services for a multi-county area; (d) on-campus extension faculty, who provide extension service content expertise; and (e) the USU Senior Vice President for Statewide Enterprises, who oversees and administers Extension Services.

Therefore, USU and the County agree as follows:

- 1. Term and Renewal. This Agreement shall be for the period beginning February 20, 2025 and continue until mutually terminated in writing by the County and USU ("Term") but in no event shall exceed 5 years. USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement or a version thereof shall exist so long as State and Federal government support persists. At the time this Agreement is renewed, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments.
- 2. USU Employees. USU shall assign and provide funding for one or more USU employees to perform Extension Services within the County. USU shall appoint one USU employee to act as the Extension County Director for the County (such appointments shall be satisfactory to both USU and the County). Additional employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed. All USU employees shall be governed by USU policies and procedures.

EXT tmpl 01.11.17 Page 1 of 4

- 3. Support Staff. The County shall provide USU with the dollar amount set forth in Appendix A to fund USU in obtaining support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County. Such support staff shall be (i) USU employees whose employment is governed by USU policies and procedures, and (ii) supervised by USU.
- 4. Facilities and Equipment. The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for the extension employee(s) and support staff within the County. The County shall provide the following facilities: County Extension office located at 117 S Main St. in Monticello, UT, storage in Courthouse basement, one county vehicle (2008 Chevrolet Silverado). The County shall ensure the following facilities are available for the County Extension office to utilize located at 117 S. Main St. in Monticello, UT: County Commission room, County small conference room, IT support services, and County fleet vehicles. Any furnishings, equipment, or other property purchased by the County, shall remain as the property of the County. Any equipment or other property purchased by USU, shall remain as the property of USU. By April 1, 2025, each of USU and County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services in the County.
- 5. Operating Budget. The County shall provide in its annual County budget a total operating budget of \$67,750 for Extension Services. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, facility expenses, etc. The total dollar amount of the operating budget shall not be exceeded by USU without the prior written consent of the County. A summary of the budget items and anticipated expenditures are set forth in Appendix A. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.
- 6. Extension Services. USU shall provide and administer Extension Services within the County, which are directed at improving the quality of life for people in the County, enhancing economic opportunity within the County, and sustaining the natural resources of the County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Services and expenses for such are acceptable for reimbursement from the operating budget provided by the County.
- 7. Coordination. The Extension County Director, with the advice and consent of Extension administrators shall directly coordinate all Extension Services, the operating budget, and the support staff within the County.
 - a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget.
 - b. The Extension County Director shall manage the operating budget in accordance with generally accepted accounting principles. Flexibility between budget categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

EXT tmpl 01.11.17 Page 2 of 4

- 8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.
- 9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

| By: | Date: 2 27 25 |
|--|---------------|
| By: Print Name: Lyman Duncan Title: County Clerk/Auditor Date: | |
| By: Print Name: Mitch Maughan Title: County Attorney Date: | |

EXT tmpl 01.11.17 Page 3 of 4

Appendix A Budget Items and Anticipated Expenditures for Term

| ACCESS CODE (for County Use if needed) | DESCRIPTION | DOLLAR AMOUNT | REIMBURSABLE TO USU Y/N |
|--|-------------------------------|------------------|-------------------------------|
| 4610210 | Subscriptions and Memberships | \$1,100 | Y |
| 4610220 | Public Notices | \$800 | Y |
| 4610230 | Travel Expense | \$9,150 | Y |
| 4610240 | Office Expense | \$2,500 | Y |
| 4610241 | Postage | \$400 | Y |
| 4610250 | Equipment Operation | \$1,500 | N |
| 4610280 | Telephone | \$2,000 | N |
| 4610480 | Special Department Supplies | \$4,050 | Y |
| 4610610 | Miscellaneous Supplies | \$5,250 | Y |
| 4610620 | Miscellaneous Services | \$41,000 | Y |
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| TOTAL | | \$67,750 | |
| TOTAL | | φυ1,130 | + |
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COMMISSION STAFF REPORT

MEETING DATE: April 1, 2025

ITEM TITLE, PRESENTER: Consideration and approval to purchase Peterbilt, Todd Adair, SJC Road

Superintendent

RECOMMENDATION: Approval

SUMMARY

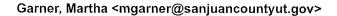
We have a truck that is not going to pass inspection without major repairs. We have found a used truck locally that will fill our needs until 2026 budget year when a new truck will need to be purchased

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$28,000.00





Fwd: Peterbilt 379

1 message

Adair, Todd <tadair@sanjuancountyut.gov>
To: Martha Garner <mgarner@sanjuancountyut.gov>

Thu, Mar 27, 2025 at 2:45 PM

----- Forwarded message ------

From: George Marian < SRmarian2@outlook.com>

Date: Thu, Mar 27, 2025 at 2:40 PM

Subject: Peterbilt 379

To: tadair@sanjuancountyut.gov <tadair@sanjuancountyut.gov>

I've offered to sell a 1996 Peterbilt 379 to San Juan County for 28,000USD

N-14 Cummins

super 10 transmission

New 3:55 rear ends and new drive line's

New exhaust from turbo to tips

New shocks

Good drive and steer tires.

Straight clean truck ready to work.

Put quite a bit of money into it thinking I was going to run it for a while then came across another truck that better suited what I needed.

Recapture Drilling.

Get Outlook for iOS

TJ Adair San Juan County Road Department Superintendent P.O. Box 188 885 East Center St Monticello, Utah 84535

Office: (435) 587-3230 tadair@sanjuancountyut.gov





COMMISSION STAFF REPORT

MEETING DATE: April 1, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of the Standard Service Contract between UC

Appraisals, Inc and San Juan County for Appraisal Services. Mack

McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Contract

SUMMARY

In an effort to assist in covering the real property assessments in the County, the County hired an outside entity The Appraisers, Inc to assist in assessing properties in Spanish Valley this year. To assist with those assessments, it has been encouraged to hire an additional firm to help in assessing the County.

In early March, I researched active appraisers who reside in the County and found multiple licensed appraisers within the region; and solicited through a Request for Qualifications Process beginning on March 12, 2025 through March 26, 2025. UC Appraisals, Inc was the only entity to submit their qualifications to the Request on March 25, 2025.

UC Appraisals, Inc will be contracted under the Commissioners and coordinate efforts with the County Assessor as well as the State of Utah Tax Commission.

HISTORY/PAST ACTION

In December of 2024, the County has entered into a contract with The Appraisers, Inc for \$61,214 for fiscal year 2025.

FISCAL IMPACT

\$55.00 an hour with a not to exceed \$40,000 for fiscal year 2025 and \$50,000 for fiscal year 2026. This contract was anticipated in the Assessor's budget this year.

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County (the "County"), a political subdivision of the State of Utah, and the following person or entity (the "Service Provider"):

| Service Provider: | UC Appraisals, Inc. | Contact Phone Number: | 435-896-7292 |
|-------------------|--|------------------------|------------------------|
| Contact Person: | Will McFarland | Contact Email Address: | ucappraisals@yahoo.com |
| Address: | 484 South 300 West Blanding, Utah 84511 | Type of Service: | Appraisal Services |

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract for appraisal services throughout the County.

Whereas, the County researched active appraisers who reside in the County and found multiple licensed appraisers within the region; and

Whereas, the County solicited through a Request for Qualifications Process beginning on March 12, 2025 through March 26, 2025; and

Whereas, UC Appraisals, Inc was the only entity to submit their qualifications to the Request on March 25, 2025; and

The Service Provider, who has represented to San Juan County that it is a competent, licensed, bonded and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

- A. Service Provider shall provide full services required for the assessing of properties within San Juan County and/or collection and valuation of real property data to enter into the State's PUMA database.
- B. Reappraisal and Appraisals of residential properties both known and assistance in appraising those properties that were previously unknown.
- C. Provide appraisals of residential properties in San Juan County including all land, site improvements and buildings.
- D. Collection of sales comparables for various types of buildings. Analysis of these sales as they apply to the improvement being appraised.
- E. Each building shall be measured, and a Marshall & Swift Cost estimator prepared for each building.
- F. Photographs of each building shall be provided by Vendor.
- G. Compile and enter data into the State's PUMA system.
- H. Coordinate with the County Assessor in determining a Market value valuation methodology for residential properties.
- I. Collect data on those properties within the County that are designated as a greenbelt status and evaluate for continuation of greenbelt qualifying eligibility.
- J. Service Provider will perform all things necessary, including the furnishing of all labor, materials, tools, machinery equipment, bonds, insurance, business cards, name badges, services and transportation required for the accomplishment and completion of this project.

2. Compensation.

- A. Upon the Service Provider's completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider an hourly rate of Fifty-Five Dollars and No/100's (\$55.00) per hour for the services with a not to exceed Forty-Thousand Dollars and No/100's (\$40,000) in the 2025 fiscal year and Fifty-Thousand Dollars and No/100's (\$50,000) in the 2026 fiscal year.
- B. San Juan County shall mail its payment to the Service Provider once invoiced for services rendered, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.

- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other per or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
- 3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on December 31, 2026 at 11:59 p.m.

4. Early Termination.

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contact, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) Of reasonable quality; and
 - (b) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Images, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- **6. Insurance**. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:
 - A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence \$1,000,000.00;
 - (2) Damage to Rented Premises \$300,000.00;
 - (3) Medical Exp. (Any one person) \$5,000.00;
 - (4) Personal and Adv. Injury \$2,000,000.00;
 - (5) General aggregate \$2,000,000.00; and
 - (6) Products Comp/Op aggregate \$2,000,000.00;
 - B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
 - C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers

Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan Courthe applicable state issued waiver; and

D. A valid Builders Risk Insurance policy that satisfies the minimum amounts required by Utah law

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County's request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

- 7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 8. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

| Sar | Service Provider | |
|--|---|--|
| San Juan County Attn: Mack McDonald | With a copy to: San Juan County | UC Appraisals, Inc 484 South 300 West |
| PO Box 9 Monticello, UT 84535 | Attn: Attorney's Office PO Box 850 Monticello, UT 84535 | Blanding, Utah 84511 |

- **9. Independent Contractor**. The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted. Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
 - A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

- **12. Waiver**. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment. This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

Item 13.

- 14. Governing Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- **15. Severability**. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

| SAN JUAN COUNTY | UC APPRAISALS, INC |
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| By: | By: |
| San Juan County Board of County Commissioners | |
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| Lyman Duncan | |
| San Juan County Clerk/Auditor | |
| Date: | |



UC Appraisals, Inc, Will McFarland - San Juan County, Utah Request for Qualifications (RFQ)

1 message

William McFarland <ucappraisals@yahoo.com> To: "McDonald, Mack" <mmcdonald@sanjuancountyut.gov> Tue, Mar 25, 2025 at 7:10 AM

Date: March 25, 2025

To: San Juan County, Utah Attn: Mack McDonald

Subject: Response to Request for Qualifications - Residential Appraisal Services

Dear San Juan County Representatives,

I am pleased to submit my qualifications in response to San Juan County's Request for Qualifications (RFQ) for professional residential appraisal services. As a Certified Residential Appraiser with over two decades of full-time experience in the field, I am confident in my ability to provide high-quality residential appraisals, property valuations, and property data collection to meet the county's needs. Through my business, UC Appraisals, Inc., I offer a proven track record of professionalism, integrity, and technical expertise that aligns with the requirements of this project.

Qualifications and Experience

I have been actively engaged in real property appraisal since November 2000, accumulating extensive experience across multiple Utah counties, including San Juan, Grand, Wayne, Piute, Sevier, Sanpete, and Millard. My career progression includes roles as a Trainee Appraiser, Licensed Residential Appraiser (since September 2006), and Certified Residential Appraiser (since January 2007, Utah License #6450112-CROO). Since founding UC Appraisals, Inc. in December 2006, I have served as Owner/Operator, completing hundreds of appraisal reports annually for lenders, private parties, and various other stakeholders. These reports address a wide range of purposes, including financing, estate planning, and property valuation needs.

Prior to establishing UC Appraisals, I served as Manager and Staff/Chief Appraiser at Albritton Appraising from November 2000 to December 2006, where I honed my skills in managing appraisal operations and delivering accurate, reliable valuations. My experience extends beyond Utah as well—I successfully completed similar appraisal and property data collection work for Clarke County, Alabama, in 2016, collaborating effectively with county officials to meet their objectives.

Skills and Capabilities

My professional background equips me to perform all aspects of the services outlined in the RFQ:

- Residential Appraisals: I possess the tools, equipment, and expertise to efficiently observe, measure, and evaluate properties and their improvements, ensuring precise and comprehensive appraisals.
- Property Valuation: With access to relevant market data and a thorough understanding of local real estate trends, I deliver valuations that reflect current conditions and meet industry standards.
- Property Data Collection: My methodical approach to gathering and analyzing property data ensures accuracy and reliability, supported by my proficiency with common software and computer functions.

I pride myself on my ability to build and maintain strong working relationships, a skill that has proven valuable in past collaborations with county officials. My professional manner, commitment to integrity, and self-motivated pursuit of continuing education further enhance my capacity to serve San Juan County effectively.

Why UC Appraisals?

UC Appraisals, Inc. combines local knowledge with broad experience to deliver tailored solutions. Having conducted appraisals in San Juan County and surrounding areas, I understand the unique characteristics of the region's residential properties. My completion of hundreds of appraisal reports each year demonstrates my efficiency and reliability, while my prior work with Clarke County, Alabama, underscores my ability to adapt to governmental needs and deadlines. I am ful 130 equipped to research market data, analyze property details, and provide detailed reports that meet San Juan County standards.

Item 13.

Commitment to San Juan County

I am eager to bring my skills and experience to San Juan County to assist with residential appraisals, property valuation, and data collection. My history of punctuality, fairness, and dedication—qualities consistently noted by colleagues and clients—ensures that I will approach this work with the professionalism and attention to detail it deserves. References are available upon request to attest to my performance and character.

Thank you for considering my submission. I would welcome the opportunity to discuss how UC Appraisals, Inc. can support San Juan County's goals. Please feel free to contact me at 435-896-7292 or ucappraisals@yahoo.com to schedule a conversation or request additional information.

Sincerely, William McFarland Certified Residential Appraiser Owner/Operator, UC Appraisals, Inc.

- -

William McFarland, Certified Residential Appraiser PHONE 435-896-7292 (call or text)

www.ucappraisals.com

Servicing the following counties: Sevier, San Juan, Piute, Wayne, Grand

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