



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
October 15, 2024 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link
<https://us02web.zoom.us/j/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.

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 \$105,258 in Small Purchase: \$74,928 for Water Filtration System and Supplies for Emergency Management, \$23,030 for Standby Power Generator and Automatic Transfer Switch for the San Juan County Sheriff's Department, \$7,300 for Global Inspiration Program for the San Juan County Visitor Services
2. Approval of the Maternal and Child Health Contract Between San Juan County and the State of Utah Department of Health and Human Services for Fiscal Year 2021, Amendment 9

- [3.](#) Approval of the San Juan Public Health Department Contract Between San Juan County and the State of Utah Department of Health and Human Services Fiscal Year 2021 through Fiscal Year 2027, Violence and Injury Prevention Program Amendment 3
- [4.](#) Approval of the Preventive Health and Health Services (PHHS) Block Grant Contract Between San Juan County and the State of Utah Department of Health and Human Services, Amendment 1
- [5.](#) Approval of the San Juan Health Department Community and Clinical Interventions Contract Between San Juan County and the State of Utah Department of Health and Human Services, Amendment 3
- [6.](#) Approval of the Interlocal Agreement for E-Cigarette, Tobacco & Other Drug Prevention Between San Juan County and San Juan School District for the Albert R. Lyman Middle School, Amendment 1

BUSINESS/ACTION

- [7.](#) Consideration and Approval of the San Juan County Health Department Environmental Service Delivery Plan and Agreement Between San Juan County and the State of Utah, Department of Environmental Quality, Fiscal Year 2024
- [8.](#) Consideration and Approval of the San Juan County Public Health Department's Women, Infant and Children (WIC) Program Contract Between San Juan County and State of Utah Department of Health and Human Services. Grant Sunada, Public Health Director
- [9.](#) Consideration and Approval of the 2025 Utah Rural County Grant Contract between San Juan County and State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development. Talia Hansen, Economic Development Manager
- [10.](#) Consideration and Approval of the 2024 State Homeland Security Grant Program. Tammy Gallegos, Emergency Manager
- [11.](#) Consideration and Approval of the Monticello Coworking Space Rental Agreement Between San Juan County and the State of Utah, Division of Facilities Construction and Management. Mikaela Ramsay, Assistant Director
- [12.](#) Consideration and Approval of Election Liaison and Staff Temporary Contracts with Lorissa Jackson and Angela Duncan. Lyman Duncan, County Clerk/Auditor
- [13.](#) Consideration and Approval of Two Air Conditioners to Recover, Recycle and Recharge Air Conditioners in Vehicles for the Road Department. TJ Adair, Roads Superintendent
- [14.](#) Consideration and Approval of the Comment Letter on Glen Canyon National Recreation Area Proposed Rule for OHV and Street-legal ATV Use. Nick Sandberg, Public Lands Coordinator
- [15.](#) Consideration and Approval of the Intergovernmental Agreement Between San Juan County and the Navajo Nation for Navajo Mountain, Aneth, Montezuma Creek and Red Mesa Chapter Houses Election Accessibility Improvements. Mack McDonald, Chief Administrative Officer

BOARD OF EQUALIZATION

16. Consideration and Approval for Board of Equalization Hearing Officer Recommendations.
Lyman Duncan, County Clerk/Auditor, Rick Meyer and Randy Rarick Assessor

EXECUTIVE SESSION

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

PUBLIC HEARINGS

COMMISSION REPORTS

ADJOURNMENT

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

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

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



Purchase From
 First Water State Contracted

Deliver To
 117 S. Main Street
 Monticello, Utah 84535
 Phone:435-587-3225

Purchase Order
 P. O. No# SHSP 92024
 Date 9/9/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

Attention To : Steve Flaim

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
FW-300-M	Small Portable Water Purification System	1	\$14,453.00	\$14,453.00
FW-1200-M	Large Portable Water Purification System	1	\$23,314.00	\$23,314.00
Filling Station	8 Service lines for filling	2	\$7,695.00	\$15,390.00
Aqua Bags	1.5 Gallon Water Containers	2000	\$7.48	\$14,960.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$68,117.00
Tax	Exempt
Freight	\$6,811.00
Invoice Total	\$74,928.00
Amount Paid	
Balance Due	\$74,928.00

Approved:
 Department Head: *Sammy Dalgas*
 County Admin: *Mack McJannet*

Terms and Conditions:



SAN JUAN COUNTY COMMISSION

Item 1.

Jamie Harvey	Chairman
Silvia Stubbs	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

September 9, 2024

RE: Single Source Vendor

San Juan County Emergency Services is requesting specialized water treatment equipment. We have found a single source vendor First Water. I am requesting the commission's approval to proceed with this single-source acquisition. The total for all of the equipment is in the amount of \$74,928.00.

Kind Regards

Tammy Gallegos
San Juan County Emergency Manager

Item 1.



Gallegos, Tammy <tgallegos@sanjuancounty.org>

Follow up

1 message

Steve Flaim <stevef@firstwaterinc.com>

Mon, Aug 26, 2024 at 2:08 PM

To: tgallegos@sanjuancounty.org

Tammy, thank you for your email. Craig has retired so I am following up on your inquiry. Here are the prices for the products you inquired about. Pricing is good until Sept. 30, 2024.

Please add 9% to your order for handling and shipping. Thank you for your consideration of First Water products.

FW-300-M: \$14,453

FW-1200- M: \$23,314

✓ Supply Station 3000: \$5241

Filling Station: \$7695:

✓ Nex Gen Bladder (125 gal) \$1860

✓ Nex-Gen Liner Kit (contains 3 replacement liners): \$1271

2,000 Aqua Bags: \$14,950



Stephen R. Flaim
President

stevef@firstwaterinc.com

Direct Phone: 770 235 5277


[Home](#)
[Products](#)
[Configurations](#)
[Technology](#)
[Resources](#)
[Contact](#)

FW-300-M



The FW-300-M is a versatile system that provides high volume water purification in a field-deployable package. Four-tier Zeonic filtration and high-power UV disinfection enable it to provide the highest volume of water possible in a ruggedized mobile case.

The FW-300-M is ideally suited for emergency response scenarios, including Victim and First Responder Support, Public Health, Mobile Medical, Shelter Support, and other field deployment scenarios. It can be moved to any compromised freshwater source and produce up to 7,000 gallons per day of clean potable water.

The advanced First Water Treatment System and class A ultraviolet disinfection is at the core of the FW-300 and has been proven effective against microbiology as small as 0.019 microns. The First Water 40 treatment system is effective against viruses, bacteria, and cysts in freshwater sources and has been independently certified to both civilian and DoD standards for emergency water purification.

- Water Source - Fresh
- Purification Rate - 5 GPM
- Pump - Onboard
- Power - 120v
- Amps - 19
- Dimensions - 31 x 24 x 17 in
- Weight - 105 lbs
- Pore Size - Effective to 0.019 Microns
- Testing Standard - USEPA-NSF P248/P231

Water Purification

[FW-1200](#)
[FW-300-M](#)
[FW-120](#)

Supporting Products

[AquaBag](#)
[Nex-Gen Bladder](#)
[Water Bladders](#)
[Supply Station](#)
[Filling Station](#)
[Flex-Chlorinator](#)



[Home](#)

[Products](#)

[Configurations](#)

[Technology](#)

[Resources](#)

[Contact](#)

FW-1200



The FW-1200 is the workhorse of the First Water product line. With a daily production capability of 28,000 gallons, it can sustain critical operations through most any water disruption event. Multiple FW-1200's can work together to increase water production and meet even the most challenging operational demands.

The FW-1200 is designed to function in either fixed facility or field operations. With a rugged aluminum frame and compact size, it is lightweight and easily transported in an SUV or van. It can be rapidly deployed around critical facilities like hospitals or campus as well as transported during emergencies to support field hospitals or base camps.

Hospitals and correctional facilities face unique water challenges, and the FW-1200-P is ideally suited for this environment. The appropriate number of units can work together to create a potable water distribution point as well as feed clean water to food production, dialysis, laboratories, and other critical infrastructure operations. Additionally, Class "A" UV technology paired with advanced First Water Treatment System provides the best the industry has to offer in safety and effectiveness to satisfy demanding healthcare standards.

In the field, the FW-1200-M can support mobile hospitals, strike camps, or community water distribution points. From natural disasters to broken water mains, the ability to provide potable water in the immediate aftermath is paramount.

Paired with the Supply Station, you are now able to utilize most any available water source including fire trucks, hydrants, swimming pools, and more. The advanced First Water purification process will allow you to confidently provide potable water exactly where it is needed.

Water Purification

[FW-1200](#)

[FW-300-M](#)

[FW-120](#)

Supporting Products

[AquaBag](#)

[Nex-Gen Bladder](#)

[Water Bladders](#)

[Supply Station](#)

[Filling Station](#)

[Flex-Chlorinator](#)





Home

Products

Configurations

Technology

Resources

Contact

Filling Station



The Filling Station is a clean water distribution manifold system. Placed directly after the FW-1200-MTM, FW-300-MTM, or any other potable water source, up to 8 lines of people can simultaneously fill containers. Each food-grade filling spout is removable, allowing you to direct water to other locations with any 3/4" drinking water hose. With this capability, it is easy to purpose outlets to uses such as showering, food preparation, or misting to lower body temperature. All models are constructed of heavy-duty stainless steel with removable legs for easy storage.

- Filling Spouts - Eight (8)
- Weight - 40 lbs
- Size (Stored) - 12" X 12" X 36"
- Size (Deployed) - 50" X 36" X 31"
- Material - Stainless Steel, Brass, Food Grade Rubber

Water Purification

FW-1200

FW-300-M

FW-120

Supporting Products

AquaBag

Nex-Gen Bladder

Water Bladders

Supply Station

Filling Station

Flex-Chlorinator





Home

Products

Configurations

Technology

Resources

Contact

AquaBag



AquaBags are 1 5-gallon water containers made of thick, food-grade plastic. They fold flat for easy storage, yet fill to create a sturdy container suitable for transport. They are designed to provide victims or patients an easy to carry container with enough clean water for one day.

A true breakthrough in cost-effective water containment, AquaBags are simple to use by anyone, even in the worst conditions.

- Capacity - 1 5 gallons
- Material - 3 Ply Food-Grade Laminate Plastic
- Temperature Range - 100c to 20c
- Storage Dimensions - 200 AquaBags / Box
- Order Multiple - 4 Boxes Minimum

Water Purification

FW-1200

FW-300-M

FW-120

Supporting Products

AquaBag

Nex-Gen Bladder

Water Bladders

Supply Station

Filling Station

Flex-Chlorinator



PURCHASE ORDER

San Juan County

117 S. Main Street
Monticello, UT 84535
Ph: 435-587-3225





Purchase From
FactoryPure.com

Deliver To
San Juan County
917 E Center St
Monticello, UT 84535
801-891-5513
Samuel Long

Purchase Order
P. O. No# EOC Gen
Date: 10/8/2024
Your Ref#
Our Ref#
Credit Terms

Contract #

Product ID	Description	Quantity	Unit Price	Amount
	Kohler 60CLB-QS5 60kW Generator	1	\$22,180.00	\$22,180.00
	Kohler RXT Series 200 Amp Transfer Switch	1	\$850.00	\$850.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<p>Approval</p> <p>Department Head: </p> <p>County Admin: </p>	Sub Total	\$23,030.00
	Tax	
	Freight	
	Balance Due	\$23,030.00

San Juan County should be tax exempt. Please make sure anything you submit has no tax



Long, Sam <samlong@sanjuancounty.org>

FactoryPure Invoice #D33711

2 messages

FactoryPure <sales@factorypure.com>
To: samlong@sanjuancounty.org

Wed, Sep 11, 2024 at 11:51 AM



INVOICE #D33711

Complete your purchase

Complete your purchase or [Visit our store](#)

Order summary



Kohler 60RCLB-QS5 120/240V Single Phase 60kW Standby Power Generator New × 1 **\$22,180.00**



Kohler RXT Series 200 Amp Outdoor Automatic Transfer Switch (Service Disconnect) New × 1 **\$850.00**

Subtotal	\$23,030.00
Shipping	\$0.00
Estimated taxes	\$0.00

Total **\$23,030.00 USD**

Customer information

Shipping address

Sam Long
San Juan County
917 E Center St
Monticello UT 84535
United States

Billing address

Sam Long
San Juan County
917 E Center St
Monticello UT 84535
United States

If you have any questions, reply to this email or contact us at sales@factorypure.com

or call

(888) 978-4993 - M-F 8AM - 5:30 PM CT

(888) 999-1522 - After Hours Sales

sales@factorypure.com <sales@factorypure.com>
To: samlong@sanjuancounty.org

Wed, Sep 11, 2024 at 11:51 AM

[Quoted text hidden]



969 Veterans Parkway, Unit C
 Bolingbrook, IL 60490
 P. (800) 710-7499 F. (630) 685-0004

9/19/24

Name: Sam Long
 Phone: 8018915513
 Email: samlong@sanjuancounty.org

Representative Jared Grifo Ext. 145

Thank you for shopping Power Equipment Direct. We appreciate the opportunity to earn your business. Your requested quote is below:

Qty	Model #	Description	Online Price each	Sub-Total
1	60RCLB-QS51	60KW Kohler w/block heater	\$22,180.00	\$22,180.00
1	RXT-JFNC-200ASE-QS5	RXT 200amp ATS w/SD	\$900.00	\$900.00
1	GM78529-KP1-QS	Block heater	\$95.00	\$95.00
			Shipping	0.00
			Total	\$23,175.00

Tax not included

TERMS: Quoted prices are valid for 14 days from the date quoted. Pricing is valid in quantities listed only. Any alterations may require the quote to be revised. Order must ship at one time to one location.

Should you have any questions about our policies or your quotation, you may e-mail service@electricgeneratorsdirect.com or call us at (800) 800-3317.

Sincerely,

Jared Grifo

Standby Residential/Light Commercial Generator Set Five-Year Comprehensive Limited Warranty - United States

Your Kohler product has been manufactured and inspected with care by experienced craftsmen. Kohler Co. warrants, for the period indicated below, each product to be free from defects in materials and workmanship. In the event of a defect in materials or workmanship, Kohler Co. will repair, replace, or make appropriate adjustment at Kohler Co.'s option if the product, upon Kohler Co.'s inspection, is found to be properly installed, maintained, and operated in accordance with Kohler Co.'s instruction manuals. The Warranty is transferrable as long as the generator set remains in the original location of startup.

Kohler Product

Generator set and factory-supplied accessories installed in the United States and used in stationary standby applications as a backup to a commercial utility source*

Warranty Coverage

Parts, labor and travel are covered for five (5) years from the registered startup date§ (or, if there is not a registered startup date, the date of purchase by the original end user) or 2000 hours (whichever occurs first).

* For Canada, refer to Warranty Policy TP-7220. Outside the United States and Canada, refer to Warranty Policy TP-7152.

§ In order to have a registered startup date, a Kohler distributor, dealer, or authorized service representative must perform startup of your generator set and submit your generator set details to Kohler via Kohler Power Assistant.

The following will **not** be covered by the warranty:

1. Normal wear, routine maintenance, maintenance parts, adjustments, and periodic service.
2. Damage, including but not limited to damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized Kohler service representative, improper storage, or acts of God.
3. Enclosures and generator bases after the first year of the warranty period.
4. Cosmetic problems, discoloration, or rusting due to improper installation, location in a corrosive or saltwater environment, or scratches that compromise the integrity of the applied paint.
5. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
6. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient quantity of lubricating oil.
 - b. Failure to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to provide sufficient coolant and/or cooling air.
 - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - f. Failure to regularly exercise the generator set.
 - g. Failure to follow long-term storage procedures.
7. Original installation charges and startup costs.
8. Starting batteries and the following related expenses:
 - a. Labor charges related to battery service.
 - b. Travel expenses related to battery service.
9. Engine block heaters, heater controls, and circulating pumps after the first year of the warranty period.
10. Excessive travel costs or additional expenses for repairs performed after normal business hours, i.e. overtime or holiday labor rates.
11. Cost of rental generator during the performance of warranty repairs.
12. Non-Kohler replacement parts. Replacement of a failed Kohler part with a non-Kohler part voids the warranty on that part.
13. Non-Kohler-authorized repair shop labor without prior approval from Kohler Co. Warranty Department or Kohler Technical Services Team.
14. Engine fluids such as fuel, oil, or coolant/antifreeze.
15. Consumable supplies such as adhesives, sealants, cleaning solvents, and rags.
16. Expenses incurred investigating performance complaints unless the problem is caused by defective Kohler materials or workmanship.
17. Maintenance items including fuses, lamps, filters, spark plugs, spark plug wires, loose or leaking clamps, belts, hoses, and adjustments.
18. Removal and replacement of non-Kohler-supplied options and equipment.
19. Generator sets used in a mobile or non-standby application. Use of the generator set in a mobile or non-standby application voids the warranty.
20. Unreasonable costs associated with removal and reinstallation of the complete unit and/or costs to gain access to the generator for repair or replacement without pre-authorization from the Kohler Warranty Department.
21. Travel time and mileage exceeding 200 miles round trip per repair.

To obtain customer support, call 1-800-544-2444 for your nearest authorized Kohler service representative or email Resi-warranty@kohler.com.

KOHLER CO. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental and/or consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf. **ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE DURATION OF THIS WARRANTY. Some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental and/or consequential damages, so the above limitation or exclusion may not apply to you.**

This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

KOHLER®

KOHLER CO. Kohler, Wisconsin 53044
Phone 920-457-4441, Fax 920-459-1646
For the nearest sales/service outlet in the US and Canada, phone 1-800-544-2444
KOHLERPower.com

TP-7219 7/22

San Juan County

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



Purchase From

Miles Partnership State Contracted
 PO Box 669418 Contract #
 Dallas, TX 75266-9418

Deliver To

Miles Partnership
 PO Box 669418
 Dallas, TX 75266-9418

Purchase Order

P. O. No# 10012024
 Date 10/1/2024
 Your Ref#
 Our Ref#
 Credit Terms

Attention To :

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
	Brand USA Global Inspiration Guide 1/2 pg	1	\$7,300.00	\$7,300.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: *Allison*

County Admin: *Mark McDonald*

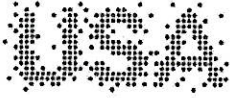
Sub Total	\$7,300.00
Tax	Exempt
Freight	
Invoice Total	\$7,300.00
Amount Paid	
Balance Due	\$7,300.00

Terms and Conditions:

Brand USA Partner Programs Partner Agreement

Item 1.

Miles Partnership Official Marketing Partner



VisitTheUSA.com

Account Name: San Juan County Office of Econ. Dev. / Utah's Canyon Country

PO Number:
Sales Contact: Allison Yamamoto-Sparks - Community Developme
Email: ayamamoto@sanjuancounty.org
Phone: (435) 587-3235

10/1/2024

Quantity	Product	Product Description	Total Price
1.00	Global Inspiration Program - FY25 - Campaign 3	Campaign 3 participation: Featured destination in regional section: half page. Program details subject to change.	\$7,300.00

Total: \$7,300.00

Special Instructions:

Invoice due upon receipt. Interest will be assessed at the monthly rate of 1% (APR 12%) on past due balances. This Contract becomes binding on all parties when accepted at the Office of the Publisher, in Sarasota, FL and cannot be changed by any verbal instruction, agreement, or condition. Terms including cancellation are explained on the reverse of this form.]

#4193-920 Global Inspiration Program

10-1-24 ay



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2024

ITEM TITLE, PRESENTER: Approval of Maternal and Child Health FFY 2021 – San Juan County Health Department Amendment 8 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The purpose of this amendment is to add a year of funding. This funding supports activities that address maternal, infant, child and/or adolescent health population needs. These activities will include breastfeeding promotion (such as peer support), the Promoting Developmental Health program (Ages & Stages Questionnaire - ASQ), and addressing post-partum depression, and workforce development.

This funding and activities will be the responsibility of the Nursing Director.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The funding amount will be increased by \$32,320 in federally reimbursable funds. New total funding is \$161,600 from 10/1/2024 to 9/30/2025.



Utah Department of
Health & Human Services

**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

2125207

Department Log Number

212700505

State Agreement ID

1. **CONTRACT NAME:** The name of this contract is Maternal and Child Health FFY 2021 – San Juan County Health Department Amendment 9.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add a year of funding and update attachments A, B, C, and D.
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The last amended amount was \$129,280. The funding amount will be increased by \$32,320 in federal funds. New total funding is \$161,600.
 2. Attachments A, B, C, and D effective 10/01/2024, is replacing Attachments A, B, C, and D, which was effective 10/1/2023.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name	Maternal and Child Health Services	Award Number	6 B04MC45247-01-01
Federal Awarding Agency	HRSA	Federal Award Identification Number	B0445247
Assistance Listing Title	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES	Federal Award Date	12/16/2021
Assistance Listing Number	93.994	Funding Amount	\$32,320.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 10/01/2024 .
 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 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 # 2125207

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment A
Special Provisions
MCH Block Grant
San Juan Public Health Department
October 1, 2024 through September 30, 2025

I. DEFINITIONS

- A. "ASQ" means Ages and Stages Questionnaire, by Paul Brookes Publishing.
- B. "ASQ SE-2" means the ASQ Social Emotional screen.
- C. "ASQ-3" means the ASQ overall development screen.
- D. "Department" means the Utah Department of Health and Human Services, Division of Family Health, Office of Maternal and Child Health.
- E. "FFY 2025" means Federal Fiscal Year 2025, which is October 1, 2024 through September 30, 2025.
- F. "FFY 2024" means Federal Fiscal Year 2024, which is October 1, 2023 through September 30, 2024.
- G. "MCH" means Maternal and Child Health.
- H. "MCH Block Grant" means the Federal Title V Maternal and Child Health Block Grant.
- I. "MER" means the Monthly Expenditure Report.
- J. "NPM" means National Performance Measures.
- K. "SPM" means State Performance Measures.
- L. "ESM" means Evidence Based Strategy Measure activities.
- M. "Sub-Recipient" means the San Juan Public Health Department.
- N. "WIC" means the Utah Women, Infants, and Children's program.

II. PURPOSE

- A. The purpose of this contract is to provide MCH Block Grant funding to Sub-Recipient to provide core public health services and activities that address maternal, infant, child and/or adolescent health population needs.

III. SUB-RECIPIENT RESPONSIBILITIES

- A. Sub-Recipient shall bill for direct services on a sliding fee scale based on 0% pay for all families at or below 133% of the Federal Poverty Level.
- B. Sub-Recipient shall expend all funds received to provide public health services to maternal, child and/or infant populations.
- C. Sub-Recipient shall select NPM and/or SPM identified during the 2020 MCH Summit and Needs Assessment process and set annual local goals and objectives that are appropriate for current work practices.
- D. Sub-Recipient shall use MCH Block Grant funding to select at least one or more NPM or SPM related to improving the health and well-being of women and/or infants as appropriate for current work practices:
 - NPM 1 – Well woman visit: Percentage of women ages 18 through 44, with a preventive medical visit in the past year;
 - NPM 4 – Breastfeeding:
 - i. Percent of infants who are ever breastfed; and
 - ii. Percent of infants breastfed exclusively through 6 months; and/or
 - SPM 1 – Increase the proportion of pregnant/postpartum women who are screened for depression.

- i. LHD can receive Maternal Mental Health screening training on the Edinburgh Postnatal Depression screening tool from the Maternal and Mental Health Program. Once trained, LHD can use screening tool to increase the number of pregnant/postpartum women who are screened for depression.

- E. Sub-Recipient shall use MCH Block Grant funding to select NPM 6 and may select NPM 13.B or other SPM's related to improving the health and well-being of children and/or youth (including infants, children and adolescents) as appropriate for current work practices:
 - NPM 6 Developmental Screening: Percent of children ages through 35 months who received a developmental screening using a parent-completed screening tool (ASQ) in the past year. LHD may select one of three levels:
 - i. Level 1 - Introduction to ASQ
 - (a) Help promote ASQ training within their community and promote use of ASQ screening with Local partner organizations; and
 - (b) At least one staff member trained in using the ASQ3 (Ages and Stages overall development screen) and ASQ SE-2 (Ages and Stages Social Emotional screen.). Use the online DHHS Brookes account to do screens to increase the data behind LHD's, apply the screens with children and further the important data collection to support the importance of NPM6;
 - ii. Level 2 - Trained and ready to use ASQ (Level 1 done by default if in Level 2)
 - (a) Use Family Access to have parents enter the ASQ screening responses directly into the Brookes system for at least 20% of all screenings. (ECU Program Manager will report on this quarterly.); and
 - (b) Assign a person from staff to attend the ECU Advisory Council Subcommittee of your choice. Encourage the voice of the Local Health Department to be included in the statewide work; and/or
 - (c) Pilot or Use the Maternal Mental Health Tool Kit
 - iii. Level 3 - Advanced ASQ Use (Levels 1 & 2 done by default if in Level 3); the LHD can work on any one or all of the following:
 - (a) Establish and implement a schedule for screenings to be done at the same intervals as the AAP, 9, 18 or 24 and 36 months;
 - (b) Partner with WIC to access that population to screen children receiving WIC; and/or
 - (c) Partner or refer to Integrated Services Program, use for additional referrals and care coordination for those children who would qualify for Special needs services.
 - Meet with Early Childhood Program staff regarding NPM 6 at least 4 times per year (may include early childhood trainings offered by Department, Nursing Director meetings and/or individual LHD meetings.)
 - NPM 13.B Oral Health: Percent of children ages 1 through 17 who had a preventive dental visit in the past year.

- F. Sub-Recipient agrees to participate in at least one workforce development opportunity as appropriate for current work practices.
 - Sub-Recipient may use the MCH Workforce Development resources included in this contract.

- G. Sub-recipient shall report all contract activities in the REDCap reporting system provided by the Dept. as required by Section VI.

- H. During FFY 2025, changes to specific objectives and activities shall be determined between Department and Sub-Recipient and included as contract amendments, as necessary.

IV. DEPARTMENT TASKS

A. Department agrees to provide:

The REDCap reporting system for the MCH Block Grant Annual PLAN, Annual YEAR END REPORT, Financial Report, and MCH Services Report;

- i. Financial Report (see Attachment B)
- ii. MCH Services Report (see Attachment C)
 - (a) MCH Services Report Instruction Sheet (Attachment D)

Technical assistance, consultation, and in-services, as needed or requested for any aspect of this contract and for the REDCap reporting system;

NPM and SPM list (see Attachment E); and

MCH Workforce Development Resources (see Attachment F).

Technical assistance, training and support for any NPM, SPM selected and NPM 6, including ESM activity suggestions.

V. FUNDING AND PAYMENTS

A. Department agrees to reimburse Sub-Recipient up to the maximum amount of the contract for actual expenditures made by the Sub-Recipient that are directly related to the program.

The funding for this contract is for expenses incurred during FFY 2025 (October 1, 2024 through September 30, 2025).

Maximum funding for FFY 2025 is \$32,320.00.

Department will reimburse Sub-Recipient reimbursements monthly, after Department review and approval of the MER.

This contract may be amended to change the funding amount or programmatic requirements.

If the contract is not amended to add additional funding, the contract shall terminate at the end of FFY 2025 (September 30, 2025).

VI. REPORTING REQUIREMENTS

A. By November 1, 2024, Sub-Recipient shall:

Submit an MCH Block Grant Annual PLAN for FFY 2025;

Submit the MCH Block Grant Annual YEAR END REPORT for FFY 2024 (including reporting on activities completed for women, mothers, children, youth and families); and Report workforce development opportunities attended by relevant MCH staff for FFY 2024 if applicable.

B. By January 31, 2025, Sub-Recipient shall:

Submit the MCH Service Report for FFY 2024.

- i. An Instruction sheet is included with the Service Report template.

C. By March 31, 2025, Sub-Recipient shall:

Submit the MCH Financial Report for FFY 2024

D. All Plans, Reports and other documents shall be submitted by Sub-Recipient using the REDCap Reporting System.

Attachment B
MCH FINANCIAL REPORT - FFY 2024
Period Reported: October 1, 2023 to Sept 30, 2024

Item 2.

HEALTH DEPARTMENT: _____
 Contact Person: _____
 Phone Number: _____

DUE BY MARCH 31, 2025. ANY QUESTIONS CALL (801) 520-9674
 Mykio Saracino, DIVISION OF FAMILY HEALTH, PO BOX 142002, SLC, UT 84112-2002
msaracino@utah.gov

SECTION 1A
 Please report your contract expenditures in this section. Amounts reported should equal the amounts reported on your RSS/MER and cannot exceed your contract amount.

	TYPES OF INDIVIDUALS SERVED					MCH Block Grant Actual Expenditures TOTAL
	Pregnant Women	Infants < 1 year	Children 1-22 years	Children with Special Health Care Needs	All Others	
MCH BLOCK GRANT CONTRACT ACTUAL EXPENDITURES (H17 should not exceed contract amount.)						\$0.00

SECTION 1B
 Of the amounts reported in section 1A, please provide the percentages spent on types of services. Percentages reported must equal 100%.

	TYPES OF SERVICES				MCH Block Grant Types of Services Percentages TOTAL
	Direct Services		Enabling Services	Public Health Services and Systems	
	Preventive and Primary Care Services for all Pregnant Women, Mothers, and Infants up to Age One	Preventative and Primary Care Services for Children	Services for CSHCN		
MCH BLOCK GRANT TYPES OF SERVICE PERCENTAGES					0%

SECTION 2A
 This section will be completed only if the amount reported on the MER exceeds your MCH contract. Please identify the funds used (federal grant, fee type, local funds, etc.), and purpose of funds, for the expenditure amount exceeding the contract award.

	TYPES OF INDIVIDUALS SERVED					NON-MCH Block Grant Annual Expenditures TOTAL
	Pregnant Women	Infants < 1 year	Children 1-22 years	Children with Special Health Care Needs	All Others	
NON-MCH Block Grant Dollars (Federal Grants, Fee Type, State and Local Funds, etc.), and general purpose of funds.						

(If additional lines are needed, please attach on a separate sheet)

Section 2B
 This section will be completed only if the amount reported on the MER exceeds your MCH contract. Of the amounts reported in section 2A, please provide the percentages spent on types of services. Percentages reported must equal 100%.

	TYPES OF SERVICES				NON-MCH Block Grant Types of Services Percentages TOTAL
	Direct Services		Enabling Services	Public Health Services and Systems	
	Preventive and Primary Care Services for all Pregnant Women, Mothers, and Infants up to Age One	Preventative and Primary Care Services for Children	Services for CSHCN		
NON-MCH BLOCK GRANT TYPES OF SERVICE PERCENTAGES					0%

Local Health Department Maternal and Child Service Report

Service Dates Federal Fiscal Year 2024 : October 1, 2023 to September 30, 2024

	Name			Phone			LHD			
	Contact Email									
	Direct & Enabling Services								Public Health Services	
	Health Insurance Coverage									
Pregnant Women										
Pregnant Women	Total Served	Title XIX (Medicaid)	Title XXI (CHIP)	Private/Other	None	Unknown	Total Served			
	0									
Children										
Infants <1 Year of Age	Total Served	Title XIX (Medicaid)	Title XXI (CHIP)	Private/Other	None	Unknown	Total Served			
	0									
Children 1 to 22 years of age	Total Served	Title XIX (Medicaid)	Title XXI (CHIP)	Private/Other	None	Unknown	Total Served			
	0									
Children with Special Health Care Needs 0 to 22 years of age	Total Served	Title XIX (Medicaid)	Title XXI (CHIP)	Private/Other	None	Unknown	Total Served			
	0									
Others										
Others	Total Served	Title XIX (Medicaid)	Title XXI (CHIP)	Private/Other	None	Unknown	Total Served			
	0									

Direct Services

Direct services are preventive, primary, or specialty clinical services to pregnant women and children, including children with special health care needs, where MCH Services Block Grant funds are used to reimburse or fund providers for these services through a formal process similar to paying a medical billing claim or managed care contracts. **Reporting on direct services should not include the costs of clinical services which are delivered with Title V dollars but reimbursed by Medicaid, CHIP or other public or private payers.** Examples include, but are not limited to, preventive, primary or specialty care visits, emergency department visits, inpatient services, outpatient and inpatient mental and behavioral health services, prescription drugs, occupational and physical therapy, speech therapy, durable medical equipment and medical supplies, medical foods, dental care, and vision care

Enabling Services

Enabling services are non-clinical services (i.e., not included as direct or public health services) that enable individuals to access health care and improve health outcomes where MCH Services Block Grant funds are used to finance these services. Enabling services include, but are not limited to: case management, care coordination, referrals, translation/interpretation, transportation, eligibility assistance, health education for individuals or families, environmental health risk reduction, health literacy, and outreach. **Reporting on enabling services should not include the costs for enabling services that are reimbursed by Medicaid, CHIP, or other public and private payers.** This category may include salary and operational support to a clinic that enable individuals to access health care or improve health outcomes. Examples include the salary of a public health nurse who provides prenatal care in a local clinic or compensation provided to a specialist pediatrician who provides services for children with special health care needs.

Public Health Services and Systems

Public health services and systems are activities and infrastructure to carry out the core public health functions of assessment, assurance, and policy development, and the 10 essential public health services. Examples include the development of standards and guidelines, needs assessment, program planning, implementation, and evaluation, policy development, quality assurance and improvement, workforce development, and population-based disease prevention and health promotion campaigns for services such as newborn screening, immunization, injury prevention, safe-sleep education and anti-smoking. **Reporting on public health services and systems should not include costs for direct clinical preventive services, such as immunization, newborn screening tests, or smoking cessation.**

Maternal and Child Health Service Report Instructions

The report time is for Federal Fiscal Year October 1, 2024 to September 30, 2025.

Please upload your form into REDCAP by 01/31/2025.

Please complete information at top of form with names of Health Department, the person who prepared the form and phone number. Where possible, provide actual counts of individuals broken down by the categories indicated. For additional questions contact Rob Satterfield: rsatterfield@utah.gov

Direct & Enabling Services*

Total Served:

Total Served by Insurance Coverage: The number of unduplicated pregnant women, mothers and infants, and children served during the reporting period. *The 'Total Served' cell will provide you with the sum of Medicaid, CHIP, Private/Other, and Unknown cells.

Health Coverage: Breakdown the numbers of "Total Served" by health coverage type.

Pregnant Women:

Total women served: The unduplicated number of women who received any type of pregnancy-related service. *The 'Total Served' cell will provide you with the sum of Medicaid, CHIP, Private, Other, and Unknown cells.

Infants under one year Served:

Total infants served: the unduplicated number of infants less than 1 year of age who received services. *The 'Total Served' cell will provide you with the sum of Medicaid, CHIP, Private, Other, and Unknown cells.

Children 1 to 22 Served:

Total children served: The number of children 1 to 22 years of age who received health services. *This cell is locked and will sum the Medicaid, CHIP, Private, Other, and Unknown cells.

Children with Special Health Care Needs 0 to 22 Served:

Total children with special health care needs served: The number of children with special health care needs 0 to 22 years of age who received health services. *This cell is locked and will sum the Medicaid, CHIP, Private, Other, and Unknown cells.

****If you are do not have information as to whether a child has special health care needs, place them in the Children served category.**

Others Served:

Total others served: the unduplicated number of individuals who received MCH services. *The 'Total Served' cell will provide you with the sum of Medicaid, CHIP, Private, Other, and Unknown cells.

**Note: the Work Sheet will only allow you to fill in your name, phone, contact email, and counts within each insurance category.

Please ensure your total numbers equal the sum of the total reported in the 'Total Served' box, if they do not and all insurance categories are accurately reported then the balance must be entered into the 'Unknown' box. If your LHD does not participate in a program please leave the section blank.

Public Health Services**

The number of unduplicated people in each group served during the reporting period. These services do not need to be reported by insurance status.

*** Direct & Enabling Services**

Direct services are preventive, primary, or specialty clinical services to pregnant women and children, including children with special health care needs, where MCH Services Block Grant funds are used to reimburse or fund providers for these services through a formal process similar to paying a medical billing claim or managed care contracts. Reporting on direct services should not include the costs of clinical services which are delivered with Title V dollars but reimbursed by Medicaid, CHIP or other public or private payers. Examples include, but are not limited to, preventive, primary or specialty care visits, emergency department visits, inpatient services, outpatient and inpatient mental and behavioral health services, prescription drugs, occupational and physical therapy, speech therapy, durable medical equipment and medical supplies, medical foods, dental care, and vision care

Enabling services are non-clinical services (i.e., not included as direct or public health services) that enable individuals to access health care and improve health outcomes where MCH Services Block Grant funds are used to finance these services. Enabling services include, but are not limited to: case management, care coordination, referrals, translation/interpretation, transportation, eligibility assistance, health education for individuals or families, environmental health risk reduction, health literacy, and outreach. Reporting on enabling services should not include the costs for enabling services that are reimbursed by Medicaid, CHIP, or other public and private payers. This category may include salary and operational support to a clinic that enable individuals to access health care or improve health outcomes. Examples include the salary of a public health nurse who provides prenatal care in a local clinic or compensation provided to a specialist pediatrician who provides services for children with special health care needs.

****Public Health Services**

Public health services and systems are activities and infrastructure to carry out the core public health functions of assessment, assurance, and policy development, and the 10 essential public health services. Examples include the development of standards and guidelines, needs assessment, program planning, implementation, and evaluation, policy development, quality assurance and improvement, workforce development, and population-based disease prevention and health promotion campaigns for services such as newborn screening, immunization, injury prevention, safe-sleep education and anti-smoking. Reporting on public health services and systems should not include costs for direct clinical preventive services, such as immunization, newborn screening tests, or smoking cessation.



COMMISSION STAFF REPORT

MEETING DATE: October 10, 2024

ITEM TITLE, PRESENTER: Approval of San Juan Public Health Department - FY23-27 Violence and Injury Prevention Program Amendment 3 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The funding enables San Juan Public Health (SJPH) to address Maternal Child Health. Maternal and Child Health activities are required to include coordinating partnerships, participate in the Safe Kids State and/or Local Coalition, and developing/documenting strategies to address bullying.

The desired outcomes include (1) Increase the number of individuals aged 8-18 who participate in a bullying prevention activity and (2) Increase parental involvement in bullying prevention activities.

Required activities include Participate in the Safe Kids State and/or Local Coalition; Participate in at least 75% of Injury Workgroup meetings; Document one success story related to bullying prevention efforts through a shared risk and protective factor approach; Develop strategies to address bullying through a shared risk and protective factor approach.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

Total amount of the contract is \$10,280.00 in federally reimbursable funds for the period of October 1, 2024 to September 30, 2025.



Utah Department of
Health & Human Services

**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

2324110

Department Log Number

232700581

State Agreement ID

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department - FY23-27 Violence and Injury Prevention Program Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachments "A" and "B".
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$61,575.00. The funding amount will be increased by \$10,280.00 in federal funds. New total funding is \$71,855.00.
 2. Attachment "A", effective October 1, 2024, is replacing Attachment "A", which was effective October 2023. The document title is changed, Article "I". Funding A. is changed and A.1.c. and A.2.c. is added. Article "III", Responsibilities of Sub-Recipient is changed.

Attachment "B", effective October 1, 2024, is replacing Attachment "B", which was effective October 2023. Article "I", Definitions D. is added. Article "II". Funding A. is changed and II.A.3. is added. Article "IV". Responsibilities of Sub-Recipient C. and D. is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name	MATERNAL AND CHILD HEALTH BLOCK GRANT	Award Number	1 B04MC45247-01-07
Federal Awarding Agency	CDC	Federal Award Identification Number	B04MC45247

Assistance Listing Title	Maternal and Child Health Services Block Grant to the States	Federal Award Date	09/24/2022
Assistance Listing Number	93.994	Funding Amount	\$10,280.00

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 10/01/2024 .

 - 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.

 - 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 # 2324110

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment A
San Juan County Health Department Violence & Injury Prevention Program
- Amendment 3

I. FUNDING:

- A. Total funding is \$30,840.00 in federal funds.
1. Maternal and Child Health Block Grant; activities listed in Attachment B.
 - a) \$10,280.00 for the period of October 1, 2022 to September 30, 2023.
 - b) \$10,280.00 for the period of October 1, 2023 to September 30, 2024.
 - c) \$10,280.00 for the period of October 1, 2024 to September 30, 2025.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum amount of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the MER submitted to the DEPARTMENT.

II. RESPONSIBILITIES OF DEPARTMENT:

- A. DEPARTMENT agrees to provide written confirmation of receipt of reports within 10 working days.
- B. DEPARTMENT agrees to provide written or over the phone feedback on results/progress within 20 working days of receipt of report.
- C. DEPARTMENT agrees to provide training and technical assistance as requested/needed.
- D. DEPARTMENT agrees to conduct one site visit during the contract period at mutually agreed upon times with a jointly developed agenda during contract period.

III. RESPONSIBILITIES OF SUB-RECIPIENT:

Reports on the progress report measures for each of their activities as listed in Qualtrics web-based application system or other agreed upon reporting system. Progress reports shall be submitted quarterly by the 15th of January, April, July and October.

IV. ADMINISTRATIVE REQUIREMENT:

The SUB-RECIPIENT shall conform to the Americans with Disabilities Act (ADA) including associated regulations and policies and Civil Rights laws, regulations and policies, which includes providing reasonable accommodations to those with disabilities and displaying required notices of rights.

V. OUTCOMES:

- A. The desired outcomes for the Maternal and Child Health Block Grants are to:
1. Reduce the risk factors for bullying.
 - a) Performance Measure: Increase the number of individuals aged 8-18 who participate in a bullying prevention activity.

- b) Reporting: The SUB-RECIPIENT shall report the number of children and adolescents who participate in a bullying prevention activity quarterly.
2. Increase parental involvement in reducing the risk factors of bullying.
- a) Performance Measure: Increase parental involvement in bullying prevention activities.
 - b) Reporting: The SUB-RECIPIENT shall report on the number of adults who participate in a bullying prevention activity quarterly.

Attachment B
San Juan County Health Department Violence & Injury Prevention Program

I. DEFINITIONS:

- A. "Bystander Programs" means an evidence-based bystander intervention program.
- B. "EITC" means Earned Income Tax Credit.
- C. "Pax Good Behavior Game" means a universal preventive intervention used by teachers and schools to teach self-regulation, self-management, and self-control in young people.
- D. "Qualtrics" means a reporting system, where local health departments will be reporting completed activities, successes, and/or challenges.
- E. "Safe Dates" means a school-based prevention program for middle and high school students designed to stop or prevention the initiation of dating violence victimization and perpetration, including the psychological, physical, and sexual abuse that may occur between youths involved in a dating relationship.
- F. "Safe Kids" means a global non-profit organization working to prevent childhood injury through research, community outreach, legislative advocacy and media awareness campaigns.
- G. "ULACHES" means Utah Local Association of Community Health Education Specialists.
- H. "Wyman's Teen Outreach Program" means a public health program that promotes positive youth development through a social-emotional learning curriculum, community service learning, and supportive relationships with adults.

II. FUNDING:

- A. Total funding \$30,840.00.
 - 1. \$10,280.00 for October 1, 2022 to September 30, 2023.
 - 2. \$10,280.00 for October 1, 2023 to September 30, 2024.
 - 3. \$10,280.00 for October 1, 2024 to September 30, 2025.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

III. DEPARTMENT CONTACT:

The day to day program contact is Amy Mikkelsen, amikkelsen@utah.gov 385-260-54561-538-6781.

IV. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Participate in the Safe Kids State and/or Local Coalition:
1. Attend at least four (4) coalition meetings during the contract period.
 2. Expand partnerships with organizations that may contribute to the purpose of keeping kids safe through a shared risk and protective factor approach. These may include:
 - a) School district partners
 - b) Housing partners
 - c) Food security
 - d) Business/economic partners
 - e) Local Communities That Care partners
 - f) Youth council representatives
 - g) Other non-traditional and relevant partners that are working on shared risk and protective factors
 3. Support Safe Kids partner activities, car seat checkpoints, and events. This activity cannot exceed 10% of the contract.
- B. Participate in at least 75% of ULACHES Injury Workgroup meetings.
- C. Document one success story related to bullying prevention efforts through a shared risk and protective factor approach in Qualtrics.
- D. Develop strategies to address bullying through a shared risk and protective factor approach. The strategies must encompass one or more of the following activities and must impact other negative health outcomes. Additional approved strategies can be adapted from the [Menu of Violence and Injury Prevention Strategies from the Colorado Department of Public Health and Environment](#) until a similar menu can be adapted for Utah
https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8I58/edit). Strategies must be submitted to DHHS by November 15, 2024.
1. Health Care Access
 - a) Increase support and uptake of school-based suicide prevention programs such as Hope Squads
 - b) Provide opportunities for school personnel and community members to be trained in suicide prevention such as Question, Persuade, Refer (QPR) or Mental Health First Aid
 - c) Support and leverage the Parents Empowered program to increase the likelihood parents will set clear expectations with children and adolescents about substance use.
 - d) Support health care providers in developing a plan to include screening for 1) major depressive disorder in adolescents ages 12 to 18 years and 2) screening for anxiety in children and adolescents ages 8 to 18 years.
 - e) Implement other programs or policies that are informed by evidence on what's effective, replicable, scalable, and sustainable.
 2. Social Norms
 - a) Leverage Zero Fatalities' resources to promote awareness and social norming for parents and youth on Utah's Graduated Driver's Licensing Laws for new drivers.

- b) Leverage the Live-on campaign to promote help seeking and proper storage of firearms and opioids.
 - c) Promote educational and awareness initiatives that involve members of the firearm community in suicide prevention endeavors, including the secure storage of firearms during critical moments.
 - d) Promote bystander training that alters harmful norms around masculinity and promote help-seeking behavior.
 - e) Implement other programs or policies that are informed by evidence on what's effective, replicable, scalable, and sustainable.
 - f) Implement policies and programs that support implementation of evidence-based curriculum in the community and schools that improve health such as:
 - (1) Pax Good Behavior Game
 - (2) Safe Dates
 - (3) Wyman's Teen Outreach Program (TOP) (Pre-approval and coordination needed with Family and Youth Outreach Program within the Bureau of Maternal and Child Health)
 - g) Policies and programs shown to improve parent/child resilience such as:
 - (1) Parents as Teachers (Coordination needed with the Office of Home Visiting)
 - (2) Child Parent Centers
3. Economic Stability
- a) Increase awareness and uptake of the Earned Income Tax Credit and/or Child Tax Credit within the community.
 - b) Host a town hall with business leaders in order to gain community buy-in for a community employment project or for family friendly workplace policies.
 - c) Implement other programs or policies that are informed by evidence on what's effective, replicable, scalable, and sustainable.
 - d) Policies and programs shown to increase economic stability such as:
 - (1) Housing stability approaches
 - (2) Comparable worth policies
 - e) Participate in the Family Friendly Workplace Policy Survey sponsored by VIPP
4. Connectedness
- a) Implement and support activities from VIPP's youth connectedness toolkit.
 - b) Build support for family-friendly work policies and practices.
 - c) Build support for inclusion of safe school policies for LGBTQ+ students.
 - d) Recruit and reward youth participation in community coalitions.
 - e) Policies and programs shown to increase connectedness such as:
 - (1) Community events that bring residents together
 - (2) Promoting family meals
5. Enhance the Physical Environment

- a) Build community support to improve the environment. For example this could include creating safer physical environments with clean streets and safe, acceptable sidewalks.
- b) Become a trauma-informed organization.
- c) Establish sexual harassment policies within county government.
- d) Support suicide prevention training for all staff.
- e) Conduct organizational safety assessment (e.g. locate unsafe areas in a school).
- f) Support the establishment of business improvement districts.
- g) Support and promote the establishment of green spaces.
- h) Intervene at suicide hot spots by erecting barriers (bridge barriers, train barriers or signage).
- i) Build support for creating safe spaces for youth within communities.
- j) Policies and programs that enhance the physical environment to improve injury or violence outcomes such as:
 - (1) Implementing a systemic trauma informed approach
 - (2) Approaches that modify the physical and social environment to prevent injury, crime and youth violence (increasing lighting, managing accessibility to buildings and public spaces, street cleaning, increasing security, abandoned building and vacant lot remediation, creating green space, child passenger safety activities, and sponsoring community events that bring residents together).
 - (3) Car safety

V. ADMINISTRATIVE REQUIREMENTS:

SUB-RECIPIENT shall include the following statement on all products produced by Maternal and Child Health Block Grant funds: "This project was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under CFDA #93.994 Maternal and Child Health Services - Title V Block Grant. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

VII. OVERSIGHT:

The DEPARTMENT agrees to communicate with the SUB-RECIPIENT monthly (in-person or via phone/email) to be briefed on progress and to be updated on the timeline.

The DEPARTMENT agrees to conduct the following activities:

- A. Coordinate meetings with the SUB-RECIPIENT.
- B. Work jointly with the SUB-RECIPIENT on any manuscripts for reports or publications related to this work.
- C. Meet with the SUB-RECIPIENT staff periodically to coordinate the grant and report on progress and status.
- D. The DEPARTMENT will evaluate the SUB-RECIPIENT's deliverables and inform the SUB-RECIPIENT with any concerns or issues, including developing a plan to resolve them.

- E. Prepare documents required for grant reporting to the Maternal and Infant Health Program.

IV. OUTCOMES:

The desired outcomes of this contract are:

- A. Reduce the risk factors for bullying.
 - 1. Performance Measure: Increase the number of individuals aged 8-18 who participate in a bullying prevention activity.
 - 2. Reporting: The SUB-RECIPIENT shall track the number of children and adolescents who participate in a bullying prevention activity.
- B. Increase parental involvement in reducing the risk factors of bullying.
 - 1. Performance Measure: Increase parental involvement in bullying prevention activities.
 - 2. Reporting: The SUB-RECIPIENT shall report on the number of adults who participate in a bullying prevention activity.



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2024

ITEM TITLE, PRESENTER: Approval of Preventive Health and Health Services (PHHS) Block Grant Amendment 1, presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The general purpose of this contract is to address prioritized public health needs that impact the social determinants of health (e.g., housing, education, employment). This shall include expanding prevention partnerships to include the local substance authority, and at least one of the following: School district partners, Housing partners, Food security, Business/economic partners, Local Communities That Care partners, Youth council representatives, and Other non-traditional and relevant partners that are working on shared risk and protective factors. Strategies shall encompass TWO of the following objectives Neighborhood and Built Environment, Community Engagement and Prevention, Food Insecurity, Economic Stability, and/or Education.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The funding amount will be increased by \$38,436.00 in federally reimbursable funds for the period October 1, 2024 to September 30, 2025.



Utah Department of
Health & Human Services

**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

2426505
Department Log Number

242700417
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is OHPP San Juan PHHS Block Grant Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount, replace Attachment "A".
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$33,553.00. The funding amount will be increased by \$38,436.00 in federal funds. New total funding is \$71,989.00.
 2. Attachment "A", effective October 1, 2024, is replacing Attachment "B", which was effective October 2023. The document title is changed, Article "3" Service Requirements, Section 3.1, is changed, and Article "4" Funding, is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name	Preventive Health and Health Services Block Grant-2024	Award Number	1 NB01PW000018-01-00
Federal Awarding Agency	Centers for Disease Control and Prevention	Federal Award Identification Number	NB01PW000018
Assistance Listing Title	Preventive Health and Health Services Block Grant	Federal Award Date	08/26/2024
Assistance Listing Number	93.991	Funding Amount	\$38,436.00

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 10/01/2024 .

 - 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.

 - 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.
-

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Contract with Utah Department of Health & Human Services and San Juan County , Log # 2426505

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
OHPP San Juan Public Health Department PHHS Block Grant Amendment 1

Article 1
GENERAL PURPOSE

Purpose. The general purpose of this contract is to address prioritized public health needs that impact the social determinants of health at the community level.

Article 2
DEFINITIONS

Definitions: In this contract, the following definitions apply:

“Department” means Utah Department of Health and Human Services, Office of Health Promotion and Prevention.

“LHD” means local health department.

“MER” means monthly expenditure report.

“PBG” means Preventive Health and Health Services Block Grant.

“Subrecipient” means Contractor and San Juan Public Health Department.

“Utah HPI” means the Utah Healthy Places Index.

Article 3
SERVICE REQUIREMENTS

3.1 **LHD partnerships for health promotion.** The Subrecipient shall:

- (1) expand prevention partnerships to include at least one of the following:
 - (A) local education associations;
 - (B) housing;
 - (C) food security;
 - (D) business;
 - (E) criminal justice coordinating councils;
 - (F) communities that care coalitions;
 - (G) youth councils;

- (H) local mental health authorities;
 - (I) local substance abuse authorities; and
 - (J) other partners that are working on shared risk and protective factors.
- (2) identify (2) two or more objectives and a minimum of (6) activities from the 'OBJECTIVES - LHD ANNUAL ACTIVITIES' section of the [Preventative Health and Health Services Block Grant FY24 workplan](#);
 - (3) document in the designated reporting system a written progress narrative for each activity funds were allocated towards;
 - (4) document one success story in the designated reporting system that demonstrates the use of the Utah HPI in informing the objectives and activities selected by mid-January of each year;
 - (5) attend 75% of technical assistance webinars and meetings; and
 - (6) not use contract funds for any prohibited discriminatory practice as defined by Utah Code 538-1-118.

Article 4
FUNDING

4.1 Total funding is \$71,989.00.

- (1) \$33,533.00 for the period October 01, 2023 to September 30, 2024.
- (2) \$38,436.00 for the period October 01, 2024 to September 30,2025.

4.2 This is a Cost Reimbursement contract. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the performance of this contract.

Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
LHD partnerships for health promotion	\$38,436.00
Total	\$38,436.00

Article 5
INVOICING

5.1 **Invoicing.** The Subrecipient shall include one column for each funding source in the Monthly Expenditure Report.

(1) Preventive Health and Health Services Block Grant

Article 6
OUTCOMES

6.1 **Outcomes:** The desired outcome of this contract is to decrease the percent of Utah adults who report fair or poor general health.

6.2 **Performance Measures:** Number of Preventive Health and Health Services Block Grant objectives and activities being implemented at the community level.

6.3 **Reporting:** The Subrecipient shall enter the progress narrative into the reporting system and submit progress reports each quarter.



COMMISSION STAFF REPORT

MEETING DATE: July 16, 2024

ITEM TITLE, PRESENTER: Approval of San Juan Health Department Community and Clinical Interventions Amendment 3 contract

RECOMMENDATION: Approval

SUMMARY

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

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

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

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



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

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

2317743

Department Log Number

232702176

State Agreement ID

1. **CONTRACT NAME:** The name of this contract is San Juan Health Department Community and Clinical Interventions Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount, replace Attachment "A".
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$56,717.88. The funding amount will be increased by \$9,660.08 in federal funds. New total funding is \$66,377.96.
 2. Attachment "A", effective September 30, 2024, is replacing Attachment "A", which was effective July 2024. The document title is changed, Article "3" Responsibilities of Subrecipient, Section 3.3 and 3.6 is added, Article "4" Funding, is changed and Article "6" Outcomes, is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name	The purpose of this project is to reduce the prevalence of obesity among Utahns and to improve access to healthy food and physical activity.	Award Number	5NU58DP0075580200
Federal Awarding Agency	Centers for Disease Control and Prevention	Federal Award Identification Number	NU58DP007558
Assistance Listing Title	State Physical Activity and Nutrition (SPAN)	Federal Award Date	08/27/2024

Assistance Listing Number	93.439	Funding Amount	\$9,660.08
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All other conditions and terms in the original contract and previous amendments remain the same.

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 09/30/2024 .

 - 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.

 - 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 # 2317743

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
San Juan Health Department- Community and Clinical Interventions Amendment 3

Article 1
GENERAL PURPOSE

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

Article 2
DEFINITIONS

In this contract, the following definitions apply:

“CHW” means Community Health Worker.

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

“DSMES” means Diabetes Self-Management Education and Support.

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

“MDPP” means Medicare Diabetes Prevention Program.

“National DPP” means National Diabetes Prevention Program.

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

“Qualtrics” means the Department’s reporting system.

“SDOH” means Social Determinants of Health.

“SMBP” means self-measured blood pressure.

“Subrecipient” means San Juan Public Health Department.

Article 3
RESPONSIBILITIES OF SUBRECIPIENT

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

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

3.2 For the National Cardiovascular Health Program the Subrecipient shall:

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

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

3.3 For the State Physical Activity and Nutrition Program the Subrecipient shall:

- (1) implement state level policies and activities that promote food service and nutrition guidelines and associated healthy food procurement in facilities, programs, or organizations where food is sold, served, and distributed.
 - (A) identify food venues that have a mission that would support FSG guidelines; and
 - (B) partner with local government entities to adopt Eat Well Utah in their cafeterias.
- (2) implement state level policies and activities that coordinate uptake and expansion of existing fruit and vegetable voucher incentives and produce prescription programs.
 - (A) promote and educate community and clinical partners on the health benefits of SNAP and WIC and provide them with the tools and training required to offer help with SNAP and WIC enrollment to their patients and clients.
- (3) implement state-level policies and activities to connect pedestrian, bicycle, or transit transportation networks to everyday destinations.
 - (A) provide technical assistance to government agencies & communities working to improve PA safety and access on everyday routes to destinations; and
 - (B) engage with community organizations to identify & implement policy or environmental changes that support PA in local areas (e.g., walk audits, citizen science assessments).
- (4) implement state level policies and activities that achieve continuity of care for breastfeeding families.
 - (A) finalize a breastfeeding campaign with unified messages for hospitals, worksites, and ECEs based on existing platforms for partners and public; and
 - (B) utilize assessments conducted from previous years to make improvements to lactation accommodations.

3.4 For reporting the Subrecipient shall:

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

3.5 For contract responsibilities the Subrecipient shall:

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

3.6 For Prohibited Discriminatory Practices The subrecipient shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 538-1-118.

Article 4 FUNDING

4.1 Total funding is \$66,377.96.

- (1) \$23,528.90 for the period June 30, 2023 to June 29, 2024.
- (2) \$9,660.08 for the period September 30, 2023 to September 29, 2024.
- (3) \$23,528.90 for the period June 30, 2024 to June 29, 2025.
- (4) \$9,660.08 for the period September 30, 2024 to September 29, 2025.

4.2 This is a Cost Reimbursement contract. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the performance of this contract.

Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
Diabetes	\$11,558.37
Cardiovascular Health	\$11,970.53
SPAN	\$9,660.08
Total	\$33,188.98

Article 5
INVOICING

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

Article 6
OUTCOMES

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

(1) Performance Measure: Percent of people with a hypertension diagnosis who have their hypertension in control.

(2) Reporting: The Subrecipient shall enter related data in Qualtrics.

6.4 The desired outcome of this contract is to Increase state level policies and activities that improve nutrition and breastfeeding.

(1) Performance Measure: Number of policies and activities implemented that improve nutrition and breastfeeding.

(2) Reporting: The Subrecipient shall enter related data in Qualtrics.

6.5 The desired outcome of this contract is to Increase number of policies, plans, or community design changes that increase access to physical activity.

(1) Performance Measure: Number of places available for Physical Activity.

(2) Reporting: The Subrecipient shall enter related data in Qualtrics.



COMMISSION STAFF REPORT

MEETING DATE: October 10, 2024

ITEM TITLE, PRESENTER: Approval of the Interlocal agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and Albert R. Lyman Middle School, Amendment #1

RECOMMENDATION: Approval

SUMMARY

Albert R. Lyman has submitted a proposal to continue their tobacco education work.

San Juan County Public Health Department sought applications from local organizations focused on or able to provide evidence-based programs that are focused on substance abuse prevention, specifically related to E-cigarette, tobacco, and other drug prevention. Applications included an organizational description, the community to be served, a problem statement, a plan for activities, an intervention or evidence-based/promising practice, objectives, strategies, and a budget. Applications were scored across these previous categories and then chosen based on the scoring results.

FISCAL IMPACT

\$36,5000 in Tobacco Prevention and Control (SB37) funds provided to San Juan County Public Health will be passed on to the Albert R. Lyman Middle School for activities to be completed by June 30, 2025.

E-Cigarette, Marijuana, & Other Drug Prevention Grant Application



Applicant Information:	
Timeline	<ul style="list-style-type: none"> • <u>Application Due Date</u>: Monday, October 1, by 11:59 • <u>Funding Status Notification</u>: On or after Monday, October 21, 2024 • <u>Project period</u>: Through the remainder of the fiscal year (10/01/2024 to 06/30/2025)
Organization Name:	Albert R. Lyman Middle School
Organization Address:	<p><u>535 N. 100 E.</u> <u>Blanding</u> <u>84511</u></p> <p><i>Address</i> <i>City</i> <i>Zip</i></p>
Contact Information:	<p><u>seldredge@sjsd.org</u> <u>435-678-1103</u></p> <p><i>Email</i> <i>Phone</i></p> <p><u>Shelby Eldredge</u> <u>School Counselor</u></p> <p><i>Organizational Representative</i> <i>Title</i></p>
Organizational Type:	<ul style="list-style-type: none"> ○ <u>Coalition</u>: a coalition of community organizations that is focused on substance abuse and prevention. ○ <u>Local Government Agency</u>: a local government agency, including a law enforcement agency, for a program that is focused on substance abuse and prevention. X <u>Education</u>: a local education agency as defined in Section 53J-1-301 ○ <u>Other</u>: other organizations focused or able to provide evidence-based program(s) that are focused on substance abuse prevention.
Organizational Description:	<p><i>Provide a brief description of the agency applying for funding. Include any experience or expertise the agency has with the population they intend to serve.</i></p> <p>Albert R. Lyman School is the only Middle School in San Juan County. The student body is composed of Sixth through Eighth Graders. We currently have 330 students; 159 American Indian students, 173 White and Multiple Race students. As a staff, we are dedicated to education and making connections to help protect our students and our local communities from addiction and recreational drug use. ARL Middle School has worked alongside the San Juan County Health Department and San Juan County Prevention Action Collaboration (SJCPAC). The mission statement for our county coalition is to collaborate with community partners and agencies to strengthen local youth and their families against substance misuse and suicide in San Juan County.</p>

Our proposal will include an anti-tobacco/nicotine prevention program by educating our students of the chemicals and dangers they place on their bodies from even the slightest use of e-cigarettes, cigarettes, vapes, marijuana, and other drugs. We would also like to invite guest/motivational speakers to join in educating our students. The other component of our proposal is to have Connection activities for our entire student body. This past year we had Kyle Quilausing, a nationally ranked speaker, who had a powerful message about how one decision can change your life when it comes to drug usage. We invited San Juan High school, this made it possible for 748 students heard his message. We also gave all students and staff members at ARL Mustang Shirts. They have LIVE DRUG FREE SUCCEED on the sleeve. Because of the funds that we received last year from this Prevention Grant, we were able to bring in this speaker and buy the shirts. THANK YOU SO MUCH!. We would like to be able to do this again next year and also add a sock assembly and other Uniting/Bonding activities to help ALL students feel a positive connection to our school and Community. CONNECTION is one of the most important Prevention – factors students can have to keep them off drugs and away from suicide ideations. When talking to a friend that had struggled with Addictions, when making his one-year sobriety mark, he stated. “The opposite of Addiction is not Sobriety, it is Connection!” To help with this connection piece, we have started a Student Success Club. This club consists of the 21% of the student body that had 15 absences or more by the beginning of November and/or a GPA below 2.0. We meet weekly and discuss ways that we can have Success in School. Most importantly, Be Here! We want to give an iPad or Beats to the top 3 students that made the most progress and has the fewest percentage of absences and raise their GPA the most since we started the club. One amazing statistic that we have seen so far is that a student last year had 5 absences by November 14, she only had four more absences the whole rest of the year. Also, her GPA was 1.19 in the first term and the next term it was 2.047. Another boy in our group went from .096 first term to 1.00 third term! Being able to give students these incentives have really made a difference in their school success! We would like to add to our proposal an incentive trip so we can reward all students at ARL who show great gains in Academics, Attendance, and Behavior. Last year 174 students were awarded to go to Bananas Fun Park for a day. This opportunity lets them connect with other students and enjoy some fun that they may never get to experience. It was a huge success and the students are working hard already to get that chance again.

We did purchase Reality Town, which is a fun hands-on curriculum for eighth graders. They learn how to take on a career, salary, spouse, and children with all the financial obligations. We would like to add a twist to this by adding medical bills and the cost of tobacco, if a habit is formed. Our eighth graders loved this. All of the volunteers thought it was so helpful and we would like to include all the 8th graders in the district to take part in it this year. If awarded funding, we would like to attend a top notch anti-drug conference and implement curriculums like Steered Straight into our school. There are two conferences that I am aware of that I think would be very useful if one or two of our staff could attend. The first is CADCA, which is a Prevention conference in July each year and NCTOH in August.

Statement of the Problem: ARL Middle School was not able to participate in the SHARPS survey that was given in 2021, so we are going off the 2019 Survey Results. According to the Substance Abuse and Mental Health Services Administration, (SAMHSA) in 2019 more than 5 million (28 percent) of high school students reported nicotine vaping in the past 30 days. This number is a significant increase from 2018 which was 21 percent and more than doubles the rate in 2017 which was 12 percent. Nicotine vaping is not a fad, but has become an unhealthy epidemic in all parts of the nation. The rise of vaping has become the “cool” thing to use in nicotine products. Unfortunately, the youth of San Juan County are not exempted from this national trend. According to San Juan County portion of the SHARP survey, in 2011 only 2.7% of the sixth graders had reported using E-cigarettes. In 2017, that number has jumped to 18.0%. This pattern is worse for the 12th graders. In 2011, 0% of 12th graders had used E-cigarettes, but by 2019 that number rose to 23.3%. According to the 2019 SHARP survey, 35.9% of all of Utah’s student’s first experience with tobacco was with vaping products and not with cigarettes. Looking at the statistics, vaping is here to stay and we will need to get creative in helping to educate its dangers with the next generation.

Community Description: For this grant, we will be focusing on ARL Middle School in Blanding, Utah. We do have students bussed from throughout San Juan County to attend ARL including Bluff, Monticello, White Mesa, Red Mesa, Aneth, Mexican Water, and Montezuma Creek. We feel that it is crucial to educate middle school aged students. According to the SHARP survey, vaping use in San Juan County begins to drastically climb right after 7th grade. This is a very impressionable time for teenagers and the negative habits they learn at this age will follow them into high school and adulthood. If we can help prevent drug usage while in middle school, we have a greater chance of decreasing the rate of tobacco, nicotine, marijuana, and other drug use among future adults. We have also learned from the SHARP survey, given in 2019, that our community has a Low Perceived Risk of Drug Use. This means that many of our students do not feel that drug use is bad for them. We would like to educate our students about the dangers of drug use, especially vaping and other gateway drugs. Along with a low perceived risk of drug use, the SHARP survey also showed a Low Commitment to School and Academic Failure. This is what is driving us to focus on the students who are truant and ALL students feel a true connection to school. We know that when students feel connected to school and attend regularly, they will be happier and more successful. This too can help them stay away from drugs and other harmful substances.

Selected Interventions(s): We are currently looking at the Program titled, “Courage to Speak Drug Prevention Education Program for Middle School”. This Program is researched-based and helps students make good decisions and resist the pressure to use drugs. The students take part in specific social emotional skill development and asset-building activities through:

- Internet Research
- Creative Writing
- Art

- **Group Discussion**

- **Scientific Demonstration**

The Program consists of 16 highly interactive classroom lessons taught by teachers. The lessons enable students to:

- *Have a clear plan to refuse alcohol and other drugs when offered, including vaping, marijuana, tobacco, prescription drugs and opioids.*
- *Develop clear decision-making strategies.*
- *Identify 3-5 adults who will support them when needed.*
- *Communicate with their parents about risk behaviors and the dangers of drugs.*

Yale University School of Medicine evaluation reported statistically significant increases in youth's communication with their parents about substance use and an increase in the number of times students talked to their parent(s) about: family rules and expectations about drug use; things they could do to avoid drugs; drug use in movies; and people they know who have been in trouble because of drug use.

This study further demonstrates the effectiveness of the Courage to Speak Foundation Drug Prevention Education Model that engages home, school and community to keep our children safe from drugs.

The Courage to Speak Foundation also offers a Courage to Speak-Courageous Parenting 101 course for parents which compliments the Middle School Curriculum and cultivates mutual understanding between students and Parents about drug prevention.

We will also work alongside SJC-PAC and our ARL Digital Literacy/Journalism Class to provide a Community Outreach and a Social Media Campaign.

Throughout the year we will also have Top Presenters come and speak to our students and also many Unity, Bonding, and Connection activities with the whole student body. We would like to present each student with a Shirt that represents Hope and Caring for each other. We are in this together.

As Educators, we know that when students are here at school and feel a connection to each other, they are a lot more successful and are more apt to stay away from Risky Behaviors. After the first term, October, we will choose the students to be in the Student Success Club. This is a Club to help the students make good choices and stay in School.

We are also implementing Reality Town for our 8th Graders. We will invite other 8th grade students throughout the County to join us. This program is a real life simulation experience for students to learn financing and budgeting. We will be adding medical and product costs to the budget. We hope that it will give a better understanding of how much an addiction would cost.

We have also given money to our Athletic Department. Football has 55 boys participating this year. We have purchased helmets and will be purchasing decals to go onto the helmets that say, "Be Kind to Your Mind" Live Drug and Tobacco Free. We feel that if these boys look at this decal each day, hopefully they will remember the importance of keeping our mind and body healthy and able to participate in sports.

	<p><i>Our CTSO spent many hours last spring and summer planting a garden and raising chickens. These students are learning lifelong skills that will help them learn the importance of healthy food consumption and self reliance.</i></p>
<p>Amount Requested No more than \$80,000</p>	<p><i>\$Amount Requested No more than \$80,000</i></p> <p><i>Socks/Reality town Booklets – \$1,000 Steered Straight Program – \$6,500 Conferences/Trainings – \$10,000 Incentive Trip – \$6,500 Catch My Breath Complete Program - \$2500 Connection Shirts/Activities -\$5,000 Athletic Department Equipment, Decals and Greenhouse Materials - \$5,000</i></p> <p><i>\$ 36,500 Total</i></p>

2024 Action and Evaluation Plan

Risk Factors to be addressed:

1. Favorable attitudes toward the problem.
2. Positive media portrayal of vaping and Drug Use.
3. Friends who engage in the harmful behaviors
4. Low Commitment to School and Academic Failure.

Protective factors addressed:

1. High Levels of perception of parental disapproval
2. Perceived Availability to Drugs
3. Low Gang involvement
4. Early Initiation of Drug Use

Goals:

Educate the students at ARL Middle School about the dangers and risks of Vaping tobacco/nicotine by inviting TOP STUDENT PRESENTERS and implementing them to our school. These Presentations are Nationally ranked. We will also use other creative ways to help educate our students during Red Ribbon Month. We will teach life-skills through the “Courage to Speak Drug Prevention Education Program” and/or “Steered Straight Program” that will help the students to feel empowered to say NO, use positive peer pressure with friends, and discuss questions and concerns with parents or other adults they trust so they can avoid the risk of tobacco and nicotine use. We will strive to make positive connections with each student and ARL by involving all students in Unity and Motivating Activities, Sports, and Clubs. We will give constant effort and encouragement to students that are truant and at risk for Academic Failure.

Each of these activities will be done by Shelby Eldredge and during the school year of 2024-25. we feel there is a more beneficial activity for the students then the funds will be reallocated to it.

Introduction

Thank you for considering the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program. The San Juan County Public Health Department is accepting application for Fiscal Year 2024-2025. The purpose of this grant is to “address root causes and factors associated with the use of electronic cigarettes, marijuana, and other drugs.”

Please send your completed application to Zoe John at zjohn.org call the front office 435-587-3838 for any questions. We will be accepting applications until October 1st at midnight.

Applicants are expected to complete all information requested in this application.

INFORMATION TO INCLUDE IN APPLICATION

Define the community you will serve:

Please define the communities you propose to serve. Recipients may use various geographic boundaries including neighborhoods, census tracts, zip codes, and school districts, as well as townships, and counties to define their community. Applicants should be realistic about the size and population of the area in which you have the ability to create change. For example, choosing a community that is too large may be problematic due to inclusion of neighborhoods that have significantly different problems to be addressed.

Statement of the problem:

Please describe the following:

- What are the current youth substance use problems in your community that you plan to address? Include local data from the [Student Health and Risk Prevention \(SHARP\)](#) survey to justify your choice.
- What are the risk/protective factors you plan to address that contribute to this problem? Include local data from the [Student Health and Risk Prevention \(SHARP\)](#) survey on the risk/protective factors you plan to address.

Your plan

Recipients need to develop and implement a comprehensive 12-Month Action Plan. A comprehensive 12-Month Action Plan will include an appropriate mixture of all [Seven Strategies for Community Level Change](#) listed below.

Provide a detailed 12-Month Action Plan using the table below. The Action Plan should foster community level change by including a combination of goals, objectives, strategies and activities. Include measurable goals and outline activities using this form. See Appendix A for more information on how to develop this action plan.

Intervention, Evidence Based, or a Promising Practice

Statute requires your intervention to be evidence based or promising practice as defined by the CDC. Visit: https://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm for guidance. Please describe how the activities listed in your action plan are evidenced based or a promising practice.

Risk and Protective Factors: List Risk and Protective Factor(s) that will be addressed.

Goal: Describe the strategy you plan to use that will impact the identified risk and protective factor.

Objective: Provide measurable objective to achieve the identified goal.

Strategies, Activities, or Aims: Indicate the specific strategies, activities, or aims you will use to accomplish the objective.

- Disseminate information/education.
- Enhance individual life skills.
- Provide activities that reduce risk factors or enhance protective factors.
- Enhance community/participant access or reduction barriers to programs and strategies.
- Changing consequences by addressing incentives or disincentives.
- Implement environmental strategies to reduce risk factors and increase protective factors.
- Support modification to policies or the implementation of new policies.

Strategy/Activity	Who is responsible?	By When?	What outcome will result from your activity?	
			Process Objective:	(Example: Happy Middle School will implement Botvins Life Skills to all 7 th and 8 th Grade students in school year 2024-25)
			Short-Term Objective:	(Example -Favorable attitudes towards drug use will decrease by 2% from 2022-2023)
			Long-Term Objective:	(Example – 30 day alcohol use among students in grades 8-12 will decrease by 2%)

*If additional space is needed, feel free to attach as many pages as needed to your application.

Your Budget

In this section, applicants must provide an 8-month Budget Narrative to include budget details and justification for grant expenditures.

The Budget Narrative is used to determine reasonableness and allowability of costs. All of the proposed costs listed be reasonable, and necessary to accomplish project objectives, allowable in accordance with applicable Federal Cost Principals, auditable, and incurred during the project period.

Proposed budgets must not exceed \$80,000 in total costs in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of the required data and reports, and compliance with all grant awards Terms and Conditions. Failure to comply with the Terms and Conditions of the awards may result in suspension or termination of the award.

Budget Form

Please complete the following budget form.

Category of Funding	Justification	Funding Amount
Personnel Salary		\$
Fringe Benefits		\$
Travel (in/out of state)		\$
Supplies		\$
Equipment		\$
Subcontractors		\$
Media Outreach		\$
Other		\$
Total Amount Requested		\$

*If additional space is needed, feel free to attach as many pages as needed to your application

Reporting Project Progress

Grant recipients will report to the local health department four times over the year of funding. Reports are due on the 15th of each month (October, January, April, July). The grant recipient shall report the following:

1. List quarterly activities accomplished.
2. Provide accounting for the expenditure of grant funds.
3. Describe measurable outcomes as a result of the expenditures.
4. Describe the impact and effectiveness of programs and activities funded through the grant.
5. Indicate the amount of grant funds remaining on the date that the report is submitted.

After a grant recipient expends all funds awarded to the recipient under the grant program, the grant recipient shall submit a final report to the local health department.

On or before September 1 of each year, each local health department shall submit the reports to the Associations of Local Health Departments, who in collaboration with the Department of health, submit a report to the Health and Utah State Legislature Human Services Interim Committee.

Appendix A – Developing Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop measurable objectives. This appendix provides information on developing objectives. It also provides examples of well-written measurable objectives.

OBJECTIVES

Definition – Objectives describe the result to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set programs priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2025, 75 percent of program participants will be placed in permanent housing.” In order to be effective, objectives should be clear and leave no room for interpretation. SMART is a helpful acronym for developing objectives that are specific, measurable, achievable, realistic, and timebound.

Specific – Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus.”

Measurable – How much change is expected. It must be possible to count or otherwise quantify or its results. It also means that the source of and mechanism for collecting measurements data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease.) If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/18 increase by 10 percent the number of 8th, 9th, and 10th-grade students who disapprove of marijuana use as measured by the annual school youth survey.

Achievable – Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

Realistic – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

Time-bound – Provide a time frame indicating when the objective will be measured or time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

*This form is not saved anywhere on this website. Please copy or print your completed application and then attach it to your email or mail submission to zjohn@sanjuancounty.org 735 S. 200 W. STE 2, Blanding, Utah 84511.



COMMISSION STAFF REPORT

MEETING DATE: Oc

ITEM TITLE, PRESENTER: Discussion and Approval of San Juan County Health Department Environmental Service Delivery Plan Contract FY2024 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to support the main activities of the San Juan County Environmental Health Director in ensuring and promoting air quality; maintaining superior drinking water quality; emergency response; protect public health and the environment from exposure to contamination caused by solid and hazardous waste and used oil, wastewater, liquid waste, and pollution. For example, the Division of Drinking Water and the LHDs work in partnership to ensure that the public water systems can supply safe and reliable drinking water. LHDs serve the important role as both a local contact and support for public water systems throughout the State.

Goals of this funding include the following:

- Air Quality: Provide air quality information to the public. As appropriate, alert the Division of Air Quality to compliance issues.
- Drinking Water: Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators at specific sites. Ensure that sanitary surveys are conducted using established forms and following established guidance protocol.
- Federal Laws: The LHD will coordinate with DEQ as situations arise with regards to federal laws, regulations, and conditions set forth in the following federal laws: 1. Clean Water Act, 2. Safe Drinking Water Act, 3. Resource Conservation and Recovery Act, 4. Clean Air Act, 5. Pollution Prevention Act, 6. Toxic Substance Control Act, 7. National Environmental Policy Act, 8. Federal Insecticide, Fungicide, Rodenticide Act.
- The LHD will provide support to DEQ as public outreach and engagement activities arise.
- Waste Management and Radiation Control: Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage and disposal of solid and hazardous waste. Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, and disposal of used oil.
- Water Quality: Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of LHD. Identify and manage all pollution sources to insure continued beneficial uses of water and public health protection.
- Get the Mercury Out: Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes.

HISTORY/PAST ACTION

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

Approval of this Environmental Service Delivery Plan by the San Juan County Board of Health.

FISCAL IMPACT

The total funding allotment for San Juan County Health Department is \$73,498 (compared to \$74,251 in FY2023). The funding becomes effective July 1, 2023, and will be disbursed in quarterly installments beginning August 1, 2023.

- State -- General Funds: \$62,245
- Air Quality Compliance: \$3,000
- Drinking Water: \$1,628 (Sanitary Surveys & training) plus \$5,047
- Used Oil: \$1,078
- Mercury and Other Water Quality: \$500



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 1 To CONTRACT # 232416

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Environmental Quality referred to as State Entity and, San Juan County Public Health Department, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

<u>July 1, 2023</u>	(original starting date)
<u>June 30, 2024</u>	(current ending date)
<u>December 31, 2024</u>	new ending date

2. Contract amount:

<u>73,498</u>	(current contract amount)
<u>0</u>	(amendment amount)
<u>73,498</u>	new contract amount add current amount to amendment amount

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

The San Juan County Health Department's FY24 ESDP contract has been extended to December 31, 2024. The contract extension allows the department to utilize remaining funds from the original FY24 contract under the same scope of work.

4. Effective Date of Amendment: October 2, 2024

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

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

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

Director, Division of Finance Date

Sarah Ward	385.332.9574	_____
Agency Contact Person	Telephone Number	Fax Number
		<u>sarahward@utah.gov</u>
		Email



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2024

ITEM TITLE, PRESENTER: Discussion and Approval of Local Health Dept WIC Program - San Juan County, presented by Public Health Director, Grant Sunada

RECOMMENDATION: Approval

SUMMARY

The purpose of this Contract is to support San Juan Public Health's delivery of the Women Infant and Children (WIC) Program, which serves recent mothers, expectant mothers, and children under 5 years old who are low income (based on income guidelines). The purpose of this funding is to provide nutrition education to all adult participants, to parents or guardians of child participants and, when applicable, to child participants in order to conform to the state and local Nutrition Education Plans and to USDA Regulations.

Supplementing with current local funding and braiding with other funds (e.g., COVID-19) has enabled us to use innovative approaches to increase enrollment and access across the county and qualify for additional WIC funding in the future.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The federally reimbursable funding is \$140,622.00 for WIC operational activities (FFY 2025; 10/1/2024 – 09/30/2025).

Current WIC funds have been supplemented with approximately \$49,667.01 per year from the Public Health fund and other county funds. Braiding these funds with other funds and activities (e.g., COVID-19 funds) allows for expansion to Monticello and Bluff and a reduction for the next two years in the reliance on County Funds.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT

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

25169603
DHHS Log Number

252700603
State Agreement ID

- 1. CONTRACT NAME: The name of this contract is Local Health Dept WIC Program - San Juan County.
- 2. CONTRACTING PARTIES: This contract is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR)

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID:

Commodity Code: 99999 Grants

- 3. GENERAL PURPOSE OF CONTRACT: The general purpose is to improve the nutrition of women, infants, and children enrolled in WIC.
- 4. CONTRACT PERIOD: The service period of this contract is 10/01/2024 through 09/30/2029, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
- 5. CONTRACT AMOUNT: DHHS agrees to pay \$140,622.00 in accordance with the provisions of this contract
- 6. CONTRACT INQUIRIES: Inquiries regarding this contract shall be directed to the following individuals:

CONTRACTOR CONTACT:

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

DHHS CONTACT:

Christopher Furner
(801) 554-4509
cfurner@utah.gov

- 7. SUB – RECIPIENT INFORMATION:

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Funding Amount	Award Number	Assistance Listing Number	Assistance Listing Title	Federal Program Name	Federal Awarding Agency	Federal Award Identification Number	Federal Award Date
\$23,528.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$34,600.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$45,672.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$3,460.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$31,140.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$2,222.00	6UT700809	10.557	WIC BREAST FEEDING PEER COUNSELING	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	246UT809W5003	04/02/2024

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

Attached A: Utah Department of Health and Human Services General Provisions Sub-Recipient

Attachment B: 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 # 25169603

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

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 200 C.F.R. § 200.93.

"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 with 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 63J-1-220.
 - 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.

- 13. Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the costs 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. 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.
- 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's 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 may 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:** 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.
- 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 without the prior written approval of DHHS.
- 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, 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.

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 41.2 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 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 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.
- 39. Equipment Purchase:** The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- 40. 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.
- 41. Record Keeping, Audits, and Inspections:**
- 41.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles (“GAAP”).
 - 41.2.** 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 DHHS, 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.
 - 41.3.** 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.
 - 41.4.** 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.
- 42. 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.

43. 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 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 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.

44. 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.

- 45. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient 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.
- 46. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- 47. Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.
- 54. 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.
- 55. 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.
- 56. 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.

57. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised: 8/31/2023

Attachment B: Scope of Work
San Juan County Health Department WIC Program

Article 1
GENERAL PURPOSE

- 1.1 **Purpose.** The general purpose of this Contract is to provide local WIC Program operations.

Article 2
DEFINITIONS

2. **Definitions.** In this Contract, the following definitions apply:

“**BFPC**” means Breastfeeding Peer Counseling Program.

“**EBT**” means electronic benefits transfer.

“**FNS**” means the Food and Nutrition Service of the United States Department of Agriculture.

“**ME**” means the Management Evaluation (audit) process described in 7 CFR, Part 246.19 of the WIC Federal Regulations.

“**MER**” means Monthly Expenditure Report used to seek financial reimbursement from the Department.

“**NEP**” means Nutrition Education Plan.

“**NSA**” means Nutrition Service Administration (funding for WIC administrative purposes).

“**P&P**” means WIC Policy and Procedures.

“**PC**” means Peer Counselor or Peer Counseling.

“**UAWA**” means Utah Association [of] WIC Administrators (local health department WIC directors).

“**USDA**” means the United States Department of Agriculture.

“**WIC**” means the Special Supplemental Nutrition Program for Women, Infants, and Children.

Article 3
SERVICE REQUIREMENTS

- 3.1 **Funding and Payments.** The Contractor shall:

- (1) Nutrition Service Administration

- (A) submit monthly expenditures to the DHHS using the MER:

- (i) the total amount of funds under this Contract in this section is subject to quarterly adjustments as required by State or Federal requirements and practices.
- (ii) unused funds may lapse and revert back to the Department or USDA for reallocation;

- (B) the Contract will be amended annually or more frequently depending on funding received by FNS/USDA.

- 3.2 Peer Counseling:

- (A) The BFPC budget will be amended annually based on FNS/USDA funding allocations.
- (B) NSA funding can be used if BFPC monies do not sustain the work required of the Breastfeeding Peer Counseling Program activities.

3.3 **Financial Reporting.** The Contractor shall:

- (1) report costs in section 3.1 to the DHHS using the following categories:
 - (A) Administration – NSA
 - (B) Breastfeeding Promotion – NSA
 - (C) Client Services – NSA
 - (D) Nutrition Education – NSA
 - (E) Peer Counseling – PC
 - (F) Technology Services – NSA
- (2) spend at least one-sixth (16%) of the reimbursement amount on Nutrition Education;
- (3) report WIC Food Benefits issued to WIC participant accounts provided under the WIC Program:
 - (A) WIC Food Benefits are considered Federal Financial Assistance that must be reported in the LHD Single Audit Report; and
 - (B) the benefits redeemed amount will be provided to the Contractor by the DHHS at least annually in January of each year.
- (4) follow all provisions incorporated into this Agreement by reference, but are not attached:
 - (A) DHHS WIC Program Policy and Procedures manual as amended annually;
 - (B) WIC Program Regulations found in Section 7 of the Code of Federal Regulations, part 246 – Supplemental Food Program for Women, Infants and Children;
 - (C) WIC Program regulations found in US Code, Section 42 – Special Supplemental Food Program for Women, Infants, and Children;
 - (D) Section 2 of the Code of Federal Regulations, part 200 uniform administrative requirements, cost principles, and audit requirements for federal awards; and
 - (E) All other governmental laws, rules, regulations, policies or actions applicable that direct all services contained within this agreement.

3.4 **Local and Clinic Services.** The Contractor shall:

- (1) furnish services as specified herein to residents of the area served by the Contractor:
 - (A) these services shall be provided in the Contractor’s facilities, by the

Contractor's employees and by others designated by the Contractor to carry out the provisions of this agreement;

- (2) provide nutrition education to all adult participants, to parents or guardians of child participants and, when applicable, to child participants in order to conform to the DHHS and the Contractor's NEPs and to USDA Regulations;
- (3) adhere to the NEP submitted by the Contractor each January and approved by the DHHS:
 - (A) the NEP is the plan for improving the program quality and for meeting State performance objectives of the WIC program;
- (4) maintain competent professional authority staff, facilities and equipment needed to perform the measurements and tests necessary for determining the eligibility of persons for WIC participation;
- (5) utilize the WIC food delivery system approved by the DHHS for making WIC food benefits available to participants;
- (6) provide WIC food benefits to all categories of eligible participants: infants, children, and pregnant, postpartum and breastfeeding women;
- (7) exchange participant information with surrounding health agencies and with agencies with overlapping WIC services areas in accordance with Food and Consumer Services Instruction 801-1 (confidentiality) to prevent dual participation;
- (8) provide training and monitoring at assigned WIC vendors (grocery retailers) in the local service area of the Contractor;
- (9) operate the WIC Program in accordance with the provisions of DHHS current WIC Program Policies and Procedures Manual, as amended;
- (10) ensure the Contractor's WIC Director or designee attends UAWA meetings, state hosted WIC Directors meetings, and any required training;
- (11) securely store, maintain and convey all serialized inventory equipment, WIC cards and other disposables as required in DHHS WIC Policy and Procedures Manual;
- (12) immediately conduct an initial investigation and follow-up of suspected fraudulent acts committed by WIC Program participants or WIC staff detected either by the Contractor or by DHHS, and notify the DHHS immediately in every case when fraud is discovered or is confirmed to have occurred;
- (13) serve only participants who reside within the geographical area served by the Contractor; and
- (14) serve residents outside of the Contractor's boundaries only when approved by the State WIC office which will be reviewed on a case-by-case basis;
 - (A) any exception(s) to this provision requires prior written approval by the State WIC Director.

3.5 Assurance of Civil Rights Compliance. The Contractor:

- (1) hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving

Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

- (2) provides this assurance, to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit DHHS personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
- (A) this assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the DHHS; and
- (B) the person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

3.6 Computer Equipment and Supplies. The Contractor shall:

- (1) own the computers in operation at all local WIC clinics within the Contractor's jurisdiction.
- (A) computers and equipment that must be maintained and/or purchased by the Contractor include:
- (A) personal computers;
- (B) laptop computers;
- (C) screens/monitors;
- (D) computer mice/keyboards;
- (E) printers; and
- (F) all other equipment required to maintain business operations.
- (2) replace any computer equipment that is out of warranty, lost, stolen, or abused; and
- (3) supply its WIC Program with the computers purchased with Technology Services funding from this Contract:
- (A) computers and technology equipment for subcontractors or other local health Department programs may not be purchased using funding from this Contract.

3.7 Computer Equipment and Supplies. DHHS shall provide:

- (1) serially numbered WIC cards to the Contractor;
- (2) replacements for all scanners, signature pads, and WIC card reader devices that support the VISION (WIC) Information System.

3.8 Training and Certification. DHHS shall provide:

- (1) workshops, webinars and other training opportunities for Contractor employees;
 - (A) the Contractor shall ensure that all employees involved with the WIC Program have an opportunity to attend DHHS-sponsored seminars, training meetings and conferences;
- (2) training opportunities using the following methods:
 - (A) in-person conferences
 - (i) should the DHHS sponsor a statewide WIC conference, two identical back-to-back conferences will be held permitting local agency staff to attend one or the other, to ensure that local WIC business operations continues without interruption.
 - (B) video meetings using Google Meet or similar video conferencing platform.

3.9 Required Department Approvals. The Contractor shall:

- (1) obtain written approval from the DHHS to purchase capital equipment items:
 - (A) Capital equipment items are defined as items or a group of like items with a cost of \$5,000.00 or more and a useful life of at least one year. Examples are building signage, building upgrades/modifications and vehicles;
 - (B) computers and computer equipment do not require DHHS approval to purchase;
 - (B) an inventory of all serialized equipment is required for all computer and Technology equipment assets;
- (3) cover the costs for all in-state and out-of-state travel for LHD WIC staff unless otherwise arranged by the DHHS; and
- (4) obtain written approval from the DHHS for all out-of-state travel.

Article 4
FUNDING AND BUDGET

4.1 Funding.

- (1) DHHS shall reimburse the Contractor monthly throughout the 5-year performance period of this Contract.
- (2) \$138,400 NSA, and \$2,222 BFPC for the period 10/01/2024 to 9/30/2025.
- (3) Future federal funding will be determined for 10/01/2025 – 9/30/2026.
- (4) Future federal funding will be determined for 10/01/2026 – 9/30/2027.

(5) Future federal funding will be determined for 10/01/2027 – 9/30/2028.

(6) Future federal funding will be determined for 10/01/2028 – 9/30/2029.

4.2 **Budget.**

<u>Budget Description</u>	<u>Amount</u>
NSA	\$138,400.00
BFPC	\$2,222.00
Infrastructure	To be determined, annually
Total	\$140,622.00

Article 5
INVOICING

5.1 **Invoicing.** The Contractor shall submit include one column for each funding source in the MER:

- (1) WIC Client Services;
- (2) WIC Administration;
- (3) WIC Nutrition Education;
- (4) WIC Technology Services;
- (5) WIC Breastfeeding; and
- (6) WIC Peer Counseling.

Article 6
OUTCOME MEASURES

6.1 **Outcomes.** The desired outcome of the contract is to improve the nutrition of women, infants, and children enrolled in the WIC Program. The Contractor will accomplish this by:

- (1) Providing eligibility determination for applicants of the WIC Program.
 - (A) Performance Measure: Contractor will process new WIC appointment requests within processing standards required by the Department.
 - (B) Reporting: Management Evaluation analysis, and VISION reports and will be used to determine success of this measure.
- (2) Maintaining or improving hemoglobin levels during the contract period.
 - (A) Performance Measure: Contractor will provide screening related to abnormal hemoglobin levels.
 - (B) Reporting: Management Evaluation analysis, VISION and ad-hoc reports will be

used to determine success of this measure.

- (3) Maintaining or improving breastfeeding initiation and duration rates during the contract period.
 - (A) Performance Measure: Breastfeeding rates will be maintained or increased at initiation and at 6-months.
 - (B) Reporting: Management Evaluation analysis, VISION reports, including Breastfeeding Peer Counseling contact reports (prenatally and postpartum), will determine success of this measure.

6.2 **Reporting.** The State Agency shall use VISION reports as well as WIC ad hoc reports, and the ME evaluation tool to assess all activities of the Contractor. Reporting shall also be done through all of the usual meetings including WIC Director's and UAWA meetings to discuss reporting of local issues.

ATTACHMENT - C**Assurance of Civil Rights Compliance**

- 1.1 The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- 1.2 By providing this assurance, the Grantee agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.
- 1.3 This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
- 1.4 This assurance is binding on the Grantee, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Grantee.

WIC Funding for 2025 VS 2024

Wic Funding in 2024- \$141,453.00

PC Funding in 2024- \$3,933.00

Wic Funding in 2025- \$140,622

PC Funding in 2025- \$3,460

Difference in WIC Funding - **\$831.00**

Difference in PC Funding- **\$473.00**

WIC August 2024 Participant Report

Year & Month	Enrolled Individuals	
2024 September	232	
2024 August	232	
2024 July	226	
Quarterly number of participants by Area	Dec 2023	Jul 2024
Monticello and LaSal	33	39
Blanding	110	108
Bluff, MC, Aneth, MV, and Mexican Hat	73	77

San Juan Public Health WIC Report January 2023 to September 2024

Month	% Benefited*	# of Participants with Benefits
January	79.2%	207
February	82.0%	205
March	82.4%	204
April	80.2%	207
May	80.0%	210
June	82.5%	211
July	95.9%	195
August	91.3%	219
September	92.1%	229
October	89.4%	236
November	91.2%	226
December	91.5%	224
January 2024	93.24%	222
February 2024	92.14%	229
March 2024	91.77%	231
April 2024	91.89%	222
May 2024	87.72%	228
June 2024	85.96%	228
July 2024	88.05%	226
August	84.05%	232
September	84.5%	232

* Percent of participants with benefits (WIC card activated). Those without benefits missed a mid-certification or education class (once every 3 months).

- WIC Benefits
 - WIC participants have “benefits” when they complete appointments every 3 months
 - WIC provides a nutritious and colorful variety of foods for your family. We offer great tasting items like yogurt, whole wheat pasta, and fresh fruits and vegetables. We also provide name brand breakfast cereals, juice, peanut butter, and many other healthy foods.
 - Discounts with WIC:
 - Includes Life line Program discount on phone or internet service 9.25/month. Individuals living on Tribal Lands have an increased discount up to 34.25 each month.
 - Amazon Prime WIC participants can receive an Amazon Prime membership for half the regular price.
 - Discovery Gateway Children’s Museum- \$3 per person up to 4 people
 - Hogle Zoo \$8 per person up to 6 people
 - The Leonardo Free: up to 10 children and 2 adults
 - Natural History Museum of Utah \$2 per person up to 6 people
 - Red Butte Garden Free: 4 people, any age
 - Thanksgiving Point Museums Up to 6 people within your immediate household receive discounted admission.
 - Tracy Aviary Free: 4 people, any age
 - Utah Museum of Fine Art Free: 4 people, any age.
 - Families on WIC receive a card that works like a debit card to purchase WIC foods. The WIC card makes shopping convenient and discreet! [Click here](#) to learn more about the WIC card.



- State Expectations
 - The number of participants benefited to be at or above 84%. Our percent benefited for San Juan Public Health is at 91.8%
- Appointment Policies and WIC Locations
 - When Public Health was housed in Monticello, WIC was available M-F because it was by appointment only.
 - When the Public Health office moved to Blanding, shifting to walk-in appointments are more culturally appropriate.
 - The amount of time spent on WIC was the same, but it is concentrated on WIC

- walk-in days.
 - Now that Monticello has a WIC day (2nd Wednesdays), those are mostly by appointment only to fit the culture of Monticello.
 - Mobile WIC can be less cost effective since time waiting for WIC clients is not as easily used to work on other Public Health Nursing contracts.
 - “Tele-WIC”: We are able to have virtual WIC appointments as long as we have referral data from their healthcare provider. This means that they would not have to come into our office for their appointment.
 - We have been an online state since August. That means we will be able to load participants' cards without them having to come into our office.
- Why Monticello WIC
 - Helps address need in Monticello for families without gas money.
 - Mobile WIC unit is more discreet and helps reduce the stigma
 - Extended COVID funds (through 2026) cover StarLink internet access and cover time and other costs by also making COVID testing available
- Expand to Bluff:
 - Meeting on August 5th with the Mayor of Bluff arrange for our Mobile Van to do WIC appointments and COVID testing one day a month on THIRD Wednesdays.
 - Same time and day as UNHS mobile clinic visiting Bluff.
- Additional Information
 - We have community breastfeeding classes every 1st Wednesday of the Month.
 - August is National Breastfeeding Month. The first week of August is World Breastfeeding Week.
 - We have a “Dr. Yum” nutrition class every 4th Wednesday of the Month at the Library Story Hour to teach kids about the importance of fruits and vegetables.
 - We donate unopened cans of formula to our local women's shelter.
 - We order special formula from the state contracted pharmacy for children that have severe allergies, prematurity, or other eating difficulties.
 - Screen every mother who comes in for WIC for Perinatal Anxiety and Depression and have partnered with the University of Utah Moms Mental Health Program to get mothers the help and resources they might need. .
 - We have 3 breastfeeding peer counselors that are reaching out to every pregnant and postpartum mother on WIC to see if they have any breastfeeding concerns or questions.
 - This year is the 50th Anniversary for the WIC program. Link to Video
 ▶ History of WIC Timeline #WIC50
 - We partner with our local Clinics and hospitals to keep them up to date on our health department resources that we have to offer.
 - We are partnering with the San Juan School District and Root for Kids Head Start on referring children who need extra help with Speech and Developmental Delays.
 - We work closely with our local Vendors to make sure our WIC participants are getting the formula and foods that they are allowed on the WIC program. This was a big concern of ours when the formula shortage was going on in 2022 through 2023. We worked with the State WIC office during this time and they were able to send us formula that our stores were not able to get in during this time.
 - We also have two IBCLCs on our WIC staff. IBCLC stands for International

Board Certified Lactation Consultant. They are able to help any mother with breastfeeding issues, not just WIC participants.

- At every WIC appointment we discuss nutrition concerns or questions a parent might have.
- I have just recently met with Micoleen Yazzie the Program Coordinator for Navajo Nation Early Childhood Collaborative (NNECC) . I have registered to become a member of the Navajo Nation Early Childhood Collaborative so I can advocate for the WIC participants that I see. I was welcomed to the NNECC Members Group on July 18th.
- Additional funding
 - During every WIC appointment we print off their child's immunization record and talk to mom about how they are doing with this and if they have any questions about immunizations.
 - During every WIC appointment we also talk to moms and dads about the importance of Lead screening for their children and how to avoid lead exposure.
 - During WIC appointments we promote the Ages and Stages Questionnaires. This is a questionnaire that helps to detect any developmental delays. It covers 5 areas: Gross motor, Fine Motor, Communication, Problem Solving and Personal-Social skills.



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2022

ITEM TITLE, PRESENTER: 2025 Utah Rural County Grant Contract #250632497, Talia Hansen, Economic Development Manager

RECOMMENDATION: Approve Contract

SUMMARY

Require approval to move forward with Utah Rural County Grant contract #250632497, which documents the \$200,000.00 grant made by the State of Utah, Governor's Office of Economic Opportunity to San Juan County Government.

HISTORY/PAST ACTION

We applied for this grant on October 1, 2024, and have been awarded the grant for 2025.

FISCAL IMPACT

These funds will provide financial resources for local business and make critical infrastructure upgrades, espial in relation to Main Street enhancements.

Contract and the costs allowable under this Contract and the program policies and procedures.

- c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.
Beginning date: July 1, 2024
Ending date: June 30, 2025
- d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
- e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501.
- f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

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

- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:** Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

[The remainder of this page is intentionally left blank]

BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.

SAN JUAN COUNTY GOVERNMENT

STATE OF UTAH

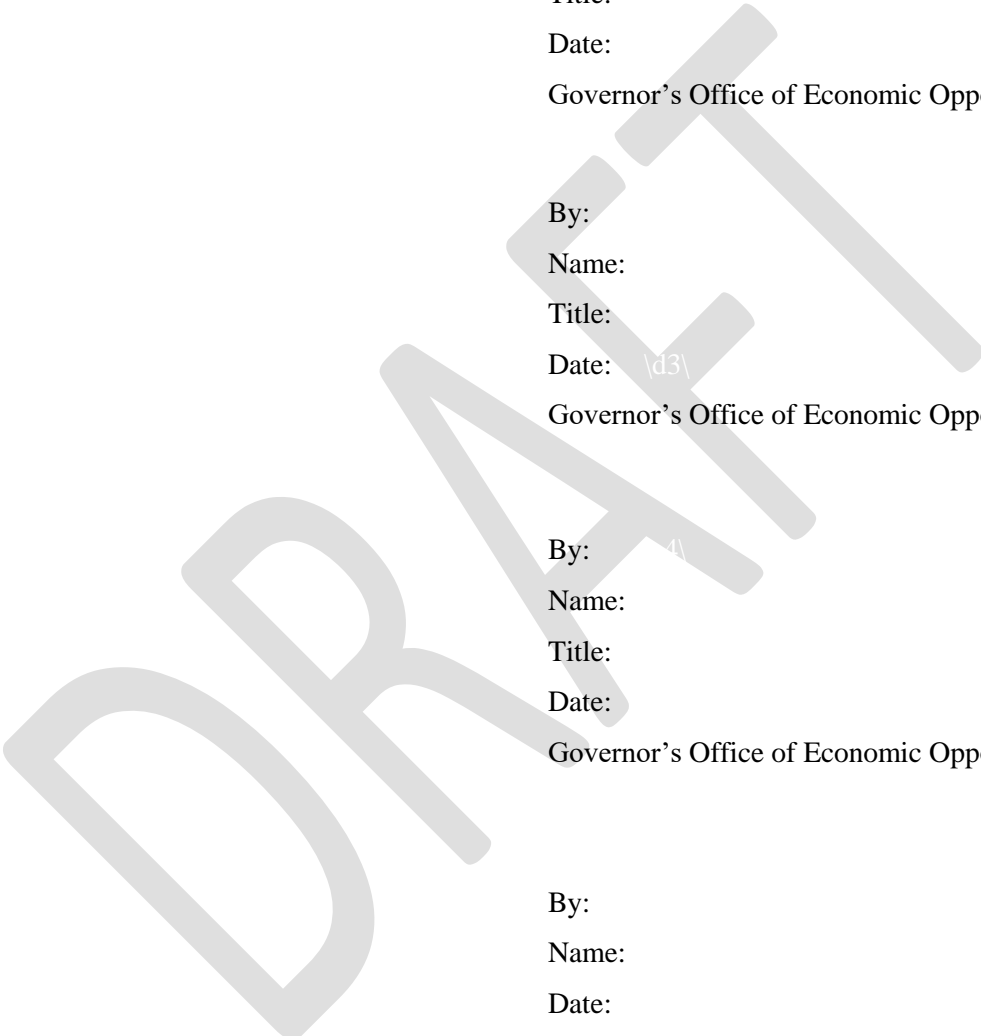
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Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Date:
Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114



ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS BETWEEN GOVERNMENT ENTITIES

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

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



Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED



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



28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

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

(Revision Date: 12 December 2019)

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ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** On or before June 30 of each year, Grantee shall provide a final report to this office for the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
 - a) A description of the projects for which the grant funding was used or encumbered;
 - b) The effectiveness of the award in improving economic development in the county;
 - c) How matching funds were utilized by the county;
 - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
 - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
 - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.

This reporting requirement must be completed and approved before new funds can be awarded and distributed.

5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Opportunity and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.



10. **EVALUATION**: The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT**: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION**: Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

San Juan County (the “County”) will use the Fiscal Year 2025 Rural County Grant (RCG) to support economic development, improve infrastructure, and facilitate community engagement within the County. The funds will be allocated as follows:

- Economic Development Department Operations: This will support training, education, marketing, and travel, enabling the department to connect with local businesses, attend conferences, and participate in skill development activities.
- San Juan County Business Basecamp Conference & Expo: Funds will support the 2024 and 2025 conferences, which will offer practical breakout sessions on relevant topics for local business owners, connect with statewide resources and funding, and facilitate networking.
- Business Support Grants: A tiered program tailored to local businesses' size and development stage will assist startups, business retention, and expansion. Emphasis will be on shovel-ready projects to boost economic activity and improve infrastructure.
- Eastern Utah Economic Summit Contribution: Support for the 2025 Summit Pitch Competition, providing a platform for exposure and growth for local businesses.
- Event Sponsorships: Sponsor local events across cities and underserved areas to promote community engagement, increase business opportunities, and stimulate the local economy.
- Economic Development Grant Matching Funds: Matching funds would support County-led initiatives or partner with community organizations working on workforce development, business expansion, infrastructure improvements, and projects aimed at enhancing the quality of life for County residents.

Goals and Metrics:

- Provide financial and technical support to local businesses.
- Host the Business Basecamp Conference & Expo to encourage learning, networking, and business growth.
- Sponsor events to promote economic engagement and community involvement.
- Measure outcomes by tracking participation, grants awarded, infrastructure improvements, and business growth across the County.

DELIVERABLES AND OUTCOME:

San Juan County Economic Development Department supports business opportunities across all areas of the County, including the cities of Blanding, Bluff, and Monticello, and the Census Designated Places: Aneth, Halchita, Halls Crossing, La Sal, Mexican Hat, Montezuma Creek, Navajo Mountain, Oljato-Monument Valley, Spanish Valley, Tselakai Dezza, Westwater, and White Mesa.

Deliverables include engaging and creating supportive opportunities for businesses of all sizes and stages through a new tiered grant system. The restructure aims to distribute funding and strategically inspire growth across various sectors.

Tier 1 and Tier 2 Grants will use scoring criteria to align funding with businesses that have the potential for tangible ROI through Transient Room Tax (TRT), sales tax revenue, and job creation. Tier 1 focuses on larger companies or those with significant growth potential, while Tier 2 targets "Main Street" businesses to stimulate revitalization.

Tier 3 Grants, smaller in size, will support startups, early-stage businesses, and shovel-ready projects that stimulate entrepreneurship, enable quick operational growth, and drive immediate economic activity.

Expected Outcomes:

- **Strategic Economic Development:** Align funding with business impact potential to increase tax revenues, create jobs, and inspire infrastructure improvements across the County's economy.
- **Increased Business Support & Engagement:** Expand efforts to promote business growth, workforce development, and strengthen community ties by providing access to grants, technical assistance, and networking opportunities across all County areas.

Collaboration and Community Growth: Strengthen partnerships between businesses, government, and tribal communities to support regional economic development.

Measurable Growth: Track the effectiveness of the tiered system and overall program by measuring business participation, grant distribution, infrastructure enhancements, job creation, and business growth.

BUDGET:**Economic Development Department Operations (\$30,000)**

- Post-split from Visitor Services, these funds will build a new dedicated department and support outreach through training, education, marketing, and travel.

San Juan County Business Basecamp Conference & Expo (\$17,000)

- Funding for the 2024 and 2025 annual conferences will offer practical sessions, connect business owners with resources, and foster networking.

Business Support Grants (\$140,000)

- A tiered grant program designed to work with the different business sizes, development stages, and types of economic impact of local businesses:
 - Tier 1: Supports large companies for expansion or projects with significant ROI.
 - Tier 2: Focuses on smaller Main Street businesses for revitalization.
 - Tier 3: Assists startups, early-stage companies, and shovel-ready projects to stimulate entrepreneurship and growth.

Eastern Utah Economic Summit Contribution (\$1,000)

- Funds to participate in the 2025 Summit Pitch Competition, offering businesses a chance to win a cash prize, showcase the County's strengths, and gain regional exposure.

Event Sponsorships (\$2,000)

- As a County, these funds will support sponsorship requests throughout 2024 and 2025, fostering community engagement, promoting local businesses, and attracting tourism to stimulate economic activity throughout San Juan County.

Economic Development Grant Matching Funds (\$10,000)

- The matching funds will enhance the impact of additional grants supporting economic development projects across San Juan County. The matching funds will ensure maximum benefit from County-led or collaborative opportunities by partnering on initiatives like workforce development, business expansion, infrastructure projects, and quality-of-life improvements.

Estimated Cost for Grant Administration: The grant will be administered by the Economic Development Department, which will oversee, distribute funds, and track programs to ensure compliance and successful project implementation.



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2024

SUBMITTED BY: Tammy Gallegos, Emergency Manager

TITLE: Consideration and Approval of the 2024 State Homeland Security Grant Program

RECOMMENDATION: Approval

SUMMARY

Every year we apply for this grant, it is what helps up maintain the Emergency Management Program in San Juan County. The grant funding is project specific approved by FEMA. This is a renewal of the grant for the year 2024.

HISTORY/PAST ACTION

Renewal of Grant

FISCAL IMPACT

\$121,823.78 Grant Funding

FY 2024
Award Packet
For the
State Homeland Security Grant Program (SHSP)



Award Distributed By
The Department of Public Safety's (DPS)
Division of Emergency Management (DEM)

Federal Funding Provided By
The United States Department of Homeland Security's (DHS)
Federal Emergency Management Agency (FEMA)

9/30/2024

Tammy Gallegos

San Juan County

The Utah Division of Emergency Management is pleased to inform you that a grant award for San Juan County has been approved in the amount of \$121,823.78 from the FFY 2024 State Homeland Security Program. Please make sure to read, understand, and maintain a copy of the following documents in your official file for this award.

- Award Letter (attached)
- General Terms and Conditions (attached)
- Articles of Agreement (attached)
- Award Document (attached)
- Homeland Security Grant Program Notice of Funding Opportunity (NOFO)
- FEMA's Preparedness Grants Manual

This letter and its attachments outline the terms and conditions of accepting this award. Please read all terms and conditions carefully, sign, and return no later than **10/30/2024**. The signed award packet should be sent via email to Tanner Patterson (tpatterson@utah.gov). After we have received your signed award packet, the funding outlined in this packet will be obligated to your agency enabling you to request reimbursement via 85-21 Form as costs are incurred and paid while carrying out the approved project(s) pending any holds addressed within this award packet.

We look forward to working with you on this award. Please ensure that you are coordinating with your respective Utah Regional Coordination Council Chairs or designees. For any questions or concerns, please contact Tanner Patterson, Finance Manager at tpatterson@utah.gov.

Sincerely,



Kris Hamlet, Director
Utah Department of Public Safety
Division of Emergency Management

1. Purpose

a. The State of Utah, through the Utah Division of Emergency Management (DEM) within the Department of Public Safety (DPS) sub-awards State Homeland Security Program (SHSP) funding based on a set funding formula determined in conjunction with the Utah Regional Coordination Council (URCC) as established in State Code 53-2a-104 for the purpose of assisting state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Each Region is responsible for developing, collecting, organizing, and prioritizing projects to create and submit a regional investment justification. These projects must total the respective allocation amount proposed by the funding formula. This formula also has set asides for the Utah State Bomb Squad Task Force, State Information and Analysis Center (SIAC), and State Urban Search and Rescue Task Force. The method for creating these projects is up to the Region but must comply with overarching federal and state initiatives and requirements pertaining to the program. Each participant’s projects must meet funding requirements established at the beginning of each grant cycle. Regions may designate a fiduciary for the funds or allow individual jurisdictions to participate directly in the program as subrecipients. Any jurisdiction receiving funding from SHSP is considered a “sub-recipient” and must comply with all applicable grant requirements provided by this document, the relevant Notice of Funding Opportunity, FEMA Grants Preparedness Manual, articles of agreement, and the 2 CFR 200. For entities acting as a fiduciary for their region, wherein the jurisdictions they represent act as beneficiaries to the projects receiving goods and/or services but not funding, only the acting fiduciary is required to meet the eligibility requirements of the SHSP. This General Terms and Conditions document is intended to outline how the grant works along with the responsibilities of jurisdictions receiving an award.

2. Background

a. DEM has endeavored to create a program that allows for regions and participants to focus on local efforts and priorities in addressing and sustaining capability gaps that align with the purpose of this program while maintaining a framework that guides projects to collaborate with statewide and nationwide efforts and priorities.

3. Key Dates

Start of Period of Performance:	Sept 1, 2024
Start of National Cybersecurity Review (NCSR):	October 1, 2024
Signed award packets due back to the State of Utah	October 30, 2024
Last day to complete NCSR	Dec 31, 2024 – Feb 28, 2024
Deadline to submit extension requests or modification	December 31, 2026
Closeout of subawards without extension	January 31, 2027
Closeout of subawards with extension	August 31, 2027

4. DEM/URCC Objectives and Responsibilities

- a. DEM and the URCC objectives are:
- i. To provide oversight of the State of Utah’s SHSP to ensure projects submitted align with state-wide and national priorities and that funding is utilized in an effective and timely manner.
 - ii. Provide oversight and guidance on developing and carrying out effective projects under the SHSP.
 - iii. Provide oversight and guidance on managing federal awards.
 - iv. Provide a forum and support for addressing state-wide needs and refining the SHSP framework to facilitate those efforts.

5. Approvals

a. Accompanying this document are the approved or held project templates from the respective grant year. The projects in this summary are the projects that were submitted to FEMA as part of the State’s Investment Justification and identify which projects FEMA has awarded us with funding to pursue. Pending any holds listed at the end of this document, these projects are approved as they are presented on the project template.

Any modifications to these projects have to be reviewed and approved by your respective Region, the State and FEMA when applicable. If a project is carried out prior to the approval of a modification, the funds will be placed on hold while the respective Region Chairs and State SHSP coordinator discuss if the funds will be deobligated or if the change will be allowed retroactively. The State will not approve modifications or extensions submitted later than the end of the calendar year prior to the end of the grant cycle's period of performance (Dec 31, 2026).

- b. Failure to meet requirements outlined in the General Terms and Conditions, Notice of Funding Opportunity, Preparedness Grants Manual, 2 CFR 200 or Articles of Agreement may result in a deobligation and/or clawback of funds.
 - c. DEM assigns all responsibility for assuring allowability of expenses submitted under any project to the sub-recipient. DEM will review and approve all projects and reimbursement requests as part of the State's investment justification; however, this does not constitute DEM assuming liability resulting from any review of projects not directly managed by DEM.
6. Subrecipient Responsibilities and Requirements
- a. Subrecipients must meet all eligibility, performance, and financial requirements of the SHSP including but not limited to:
 - i. Ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS)
 - ii. All assets supported in part or entirely with SHSP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing Statewide Mutual Aid or Emergency Management Assistance Compact agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities.
 - iii. Must obtain, maintain, and provide a current and valid Unique Entity Identifier (UEI).
 - iv. Must complete the Nationwide Cybersecurity Review (NCSR). This can be done either for the SHSP or State Local Cybersecurity Grant Program. It does not need to be completed separately for each program but must be completed for a subrecipient to be eligible to receive SHSP funding.
 - v. Ensure and certify that grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriate for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - vi. All emergency communications investments must describe how activities align with needs identified in the Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with the DEM Communications specialist who in turn coordinates with the Statewide Interoperability Coordinator (SWIC) and respective governing bodies.
 - vii. Ensure compliance with the Build America Buy America Act (BABAA).
 - viii. Ensure Compliance with the prohibitions on expending FEMA award funds for covered telecommunications equipment or services.
 - b. It is the sub-recipient's responsibility to ensure their compliance with all federal award and state requirements as outlined in this document, 2 CFR 200, the Articles of Agreement, FEMA's Preparedness Grants Manual, the program's Notice of Funding Opportunity as well as any of their existing local policies and procedures. Local policies and procedures may be more restrictive than some of the Federal requirements, but they cannot be less restrictive in any area. It is also the recipient's responsibility to communicate progress towards completing the projects under this award. If there are any setbacks that may prevent any project from being completed during the period of performance, this needs to be communicated with regional stakeholders and the State SHSP coordinator as early as possible.

7. Reimbursements and Reporting

- a. Each Region may have a different method of coordinating reimbursement. Refer to your Region Chair or designee for instructions on this topic. At a minimum, DEM will require an 85-21 reimbursement request form accompanied with proof of purchase and proof of payment.
- b. It is the requirement of any sub-recipient of these funds to report their progress towards completion of their projects at least quarterly. There is no set format for this report and regional coordinators will determine the method for receiving these reports. Failure to report or lack of communication may be justification for deobligation of open projects. Reports should be structured around milestones provided at the time of application.

8. Monitoring

- a. All recipients of SHSP funding must comply with all monitoring requests from DEM and FEMA.
- b. All recipients must comply with 2 CFR 200.334 – Retention requirements for records.

9. Modifications to Scope of Work

- a. Each Region has the authority to set additional considerations on any funding subawarded within its jurisdiction. These considerations may be in addition to any considerations set forth by FEMA, DEM, and the URCC but may not remove any existing considerations.

10. Special Considerations and Holds

- a. Should the Region over this award have additional agreements, certification of said agreements will be required in addition to this award packet.
- b. This section will list any special considerations for the projects included in the project summary not previously covered by the NOFO, Preparedness Grants Manual, Articles of Agreement, or General Terms and Conditions.

- i. No Funding Holds

Article I - Summary Description of Award

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission (submitted by the state) requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions

Generally the Fiscal Year (FY) 2024 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2024 DHS Standard Terms and Conditions will be housed on dhs.gov at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DEM/DHS compliance reviews or compliance investigations conducted by DEM/DHS.

II. Recipients must give DEM/DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. Article IX - Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing. Article XIX - Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.) Article XXI - Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: [Link 1](#) [Link 2](#) Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section

6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been

established under applicable law or regulation; and (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310. Article XLV - Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not

address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event DEM/FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.


Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Item 10.

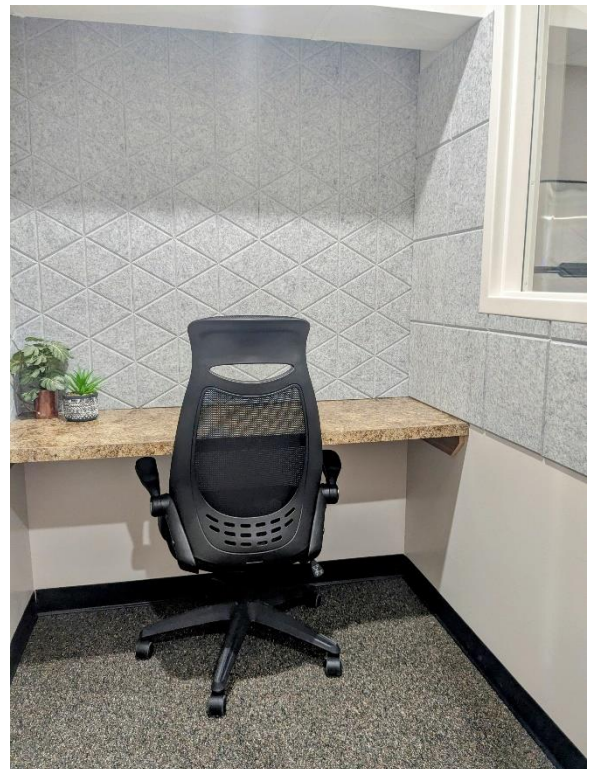
Award Document	Utah Department of Public Safety (DPS) Division of Emergency Management (DEM) Funding Entity: Federal Emergency Management Agency (FEMA) Federal Award Identification Number (FAIN): EMW-2024-SS-05008 Federal Award Date: 09/18/2024			
1a. Agreement No. DEM-SHSP-2024-020	2. Amendment No. N/A	3. UEI No. YKMUM1NJE9A9	4. Type of Action Award	
6. Recipient Name and Address San Juan County	7. Name of Recipient Project Officer Tammy Gallegos	8. Contact Information tgallegos@sanjuancounty.org	9. Name of DEM Project Coordinator Tanner Patterson 801.598.1610 tpatterson@utah.gov	
10. Effective Date of This Action 9/1/2024	11. Assistance Arrangement Cost Reimbursement	12. Period of Performance From: 09/01/2024 To: 01/31/2027		
13. Description of Action Indicate funding obligation of award relating to project(s) in provided project summary				
Program Name	CFDA No.	Prior Award	Amount Awarded	Current Total Award
State Homeland Security Grant	97.067	\$0.00	+121,823.78	\$121,823.78
Acceptance and Certification				
My signing below, the signatory official (or their authorized official) and project manager certify that they have read, understand, and will comply with all requirements set forth in this document.				
Recipient Signatory Official*		Date:		
Printed Name and Title				
DEM Signatory Official		Date:	9/30/2024	
Printed Name and Title	Kris Hamlet, Director			
*A signatory is someone who signs a contract, therefore creating a legal obligation. Meaning that the person who signs here needs to have the authority of creating a legal obligation for your jurisdiction.				



MEETING DATE:	October 15, 2024
ITEM TITLE	Monticello Coworking Space Rental Agreement
PRESENTER:	Mikaela Ramsay Monticello Coworking Manager Assistant Library Director & Monticello Branch Librarian San Juan County Library System

The Outreach Manager for the Center for Rural Development is renting one of our Monticello Coworking Space study booths. The Center for Rural Development is requiring the attached Lease Agreement as per their policies and procedures require. This is a great situation for us because it means a steady income that helps cover our operating costs.

Her booth is 26 square feet and she also has access to the shared kitchenette and restroom.



**STATE OF UTAH
DEPARTMENT OF GOVERNMENT OPERATIONS
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**LEASE AGREEMENT
Contract No. _____**

THIS LEASE AGREEMENT is made and entered into by and between the **SAN JUAN COUNTY** for and behalf of **MONTICELLO COWORKING SPACE** whose principal place of business is 117 South Main Street, Monticello, Utah, hereinafter called “**LANDLORD**,” and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Governor’s Office of Economic Opportunity, whose principal place of business is 4315 S. 2700 W. 3rd Floor, Taylorsville, Utah, hereinafter called “**TENANT**.”

W I T N E S E T H

THAT WHEREAS, **TENANT** has requested space for use as an office in the Monticello Coworking Space; and,

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES

1.1 **LANDLORD** does hereby lease unto **TENANT** approximately 100 square feet of office space in the facility more commonly known as the Monticello Coworking Space located at 80 North Main Street, Monticello, Utah.

SECTION 2. TERM OF LEASE

2.1 The initial term of this Lease Agreement shall be for a period of **FIVE (5)** year which term shall commence on October 1, 2024, and shall expire on September 30, 2029.

SECTION 3. OPTION TO RENEW

3.1 **LANDLORD** covenants with **TENANT** that **LANDLORD** shall, at **LANDLORD’S** option, and at the expiration of the initial Lease term again grant an option for renewal to **TENANT** under the same terms and conditions provided herein.

SECTION 4. CONSIDERATION

4.1 **LANDLORD** is hereby leasing the office space herein described to **TENANT** at a cost of \$150.00 per month.

SECTION 5. REPRESENTATIONS

5.1 **LANDLORD** represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to **TENANT**.

SECTION 6. TENANT IMPROVEMENTS

6.1 **TENANT** shall not make improvements, additions or alterations to the Leased Premises without having first obtained written approval from **LANDLORD**.

SECTION 7. LANDLORD RESPONSIBILITIES

7.1 LANDLORD agrees to pay for all utilities including gas, electricity, water and sewer expenses during the term hereof.

SECTION 8. LANDLORD RESPONSIBILITIES

8.1 LANDLORD shall be responsible for the janitorial and garbage services.

SECTION 9. REIMBURSABLE SERVICES TO LANDLORD

~~9.1 LANDLORD shall provide to TENANT a monthly billing for any additional services incurred by LANDLORD.~~

SECTION 10. TAXES AND INSURANCE

10.1 LANDLORD shall pay and bear all costs of real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. LANDLORD further agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, vandalism and malicious mischief at all times during the term of this Lease Agreement.

SECTION 11. REPAIR AND MAINTENANCE

11.1 All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of LANDLORD, except for damages caused by TENANT.

SECTION 12. USE OF PREMISES

12.1 TENANT shall not, at any time, use or occupy or permit the Leased Premises to be used or occupied in any manner which would in any way violate any Certificate of Occupancy issued for the building, and shall not use or permit the Leased Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state, or city governments.

SECTION 13. TENANT'S PERSONAL PROPERTY & FIXTURES

13.1 All personal property and fixtures placed in or upon the Leased Premises by TENANT shall not become part of the Leased Premises and TENANT shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 14. TERMINATION & SURRENDER OF LEASED PREMISES

14.1 TENANT agrees to quit and surrender peaceable possession of the Leased Premises to LANDLORD when this Lease Agreement is terminated. Upon termination of this Lease Agreement TENANT shall deliver the Leased Premises to LANDLORD in good condition and broom clean, normal wear and tear excepted.

SECTION 15. MANNER OF GIVING NOTICE

15.1 Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom notice is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

Independent Contractor Agreement
between
San Juan County, Utah
and
Liaison – Angela Duncan

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Angela Duncan (hereinafter "Contractor"). This agreement will become effective on October 15, 2024, and will continue in effect until November 31, 2024, or of such time as the service for which Contractor was hired per this Agreement has been completed.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to act as an election assistant within San Juan County.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

2.05. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

ARTICLE 3: COMPENSATION

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor: \$300 for General Election Day services, \$20 per hour as assigned and \$0.665 per mile for mileage.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

ARTICLE 4: TRAVEL

4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel. Mileage will be reimbursed at .665 per mile. Unauthorized travel will not be reimbursed and the Contractor will be responsible for those expenses.

ARTICLE 5: GENERAL PROVISIONS

5.01. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02. Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.03. Separability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

5.05. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of October 2024.

Contractor



Angela Duncan

San Juan County

Jaime Harvey, Chairman

San Juan County Commissioners

Attested by: _____

Lyman Duncan, County Clerk/Auditor

**Independent Contractor Agreement
between
San Juan County, Utah
and
Liaison – Lorissa Jackson**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Angela Duncan (hereinafter "Contractor"). This agreement will become effective on October 15, 2024, and will continue in effect until November 31, 2024, or of such time as the service for which Contractor was hired per this Agreement has been completed.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

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2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

2.05. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

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3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel. Mileage will be reimbursed at .665 per mile. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

ARTICLE 5: GENERAL PROVISIONS

5.1. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.2. Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.3. Separability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

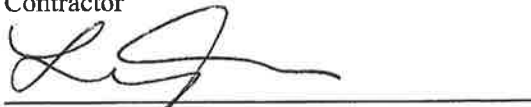
5.4. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

5.5. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this 15th day of October 2024.

Contractor

San Juan County



Lorissa Jackson
Jaime Harvey, Chairman

San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor



COMMISSION STAFF REPORT

MEETING DATE: October 15,2024

ITEM TITLE, PRESENTER: Consideration and approval of 2 A/C RRR Unit, Todd Adair, SCJ Road Dept Supt.

RECOMMENDATION: Approval to Purchase

SUMMARY

This A/C RRR Unit is needed by the Road Dept to Recover, Recycle, and Recharge Air conditioners in vehicles. The price of \$13,265.90 is for 2 units, the other quotes are for 1 unit.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$13,265.90 in Budget



*** QUOTE ***

Matco Tools
JOE KIRKWOOD
Authorized Distributor of Matco Tools

OPEN Invoice: 3890
Date: 10/9/2024
3:04 PM
Page: 1

Customer:

Shop Account San Juan County Road Dept
(12)
San Juan County Road Dept
Cell: (435) 587-3230
eMail: mgarner@sanjuancounty.org

Distributor:

JOE KIRKWOOD
Business Phone: (435) 287-8508
Cell: (435) 287-8508
eMail: matcojoeutah@gmail.com

Item	Qty	Item Description	Amount	Comment
AC440	2	1234YF AC RRR	13,265.90	
		You saved:	4,374.00	

Purchases: 13,265.90
Tax: 0.00
Invoice Total: 13,265.90

RECOVER. RECYCLE. RECHARGE.

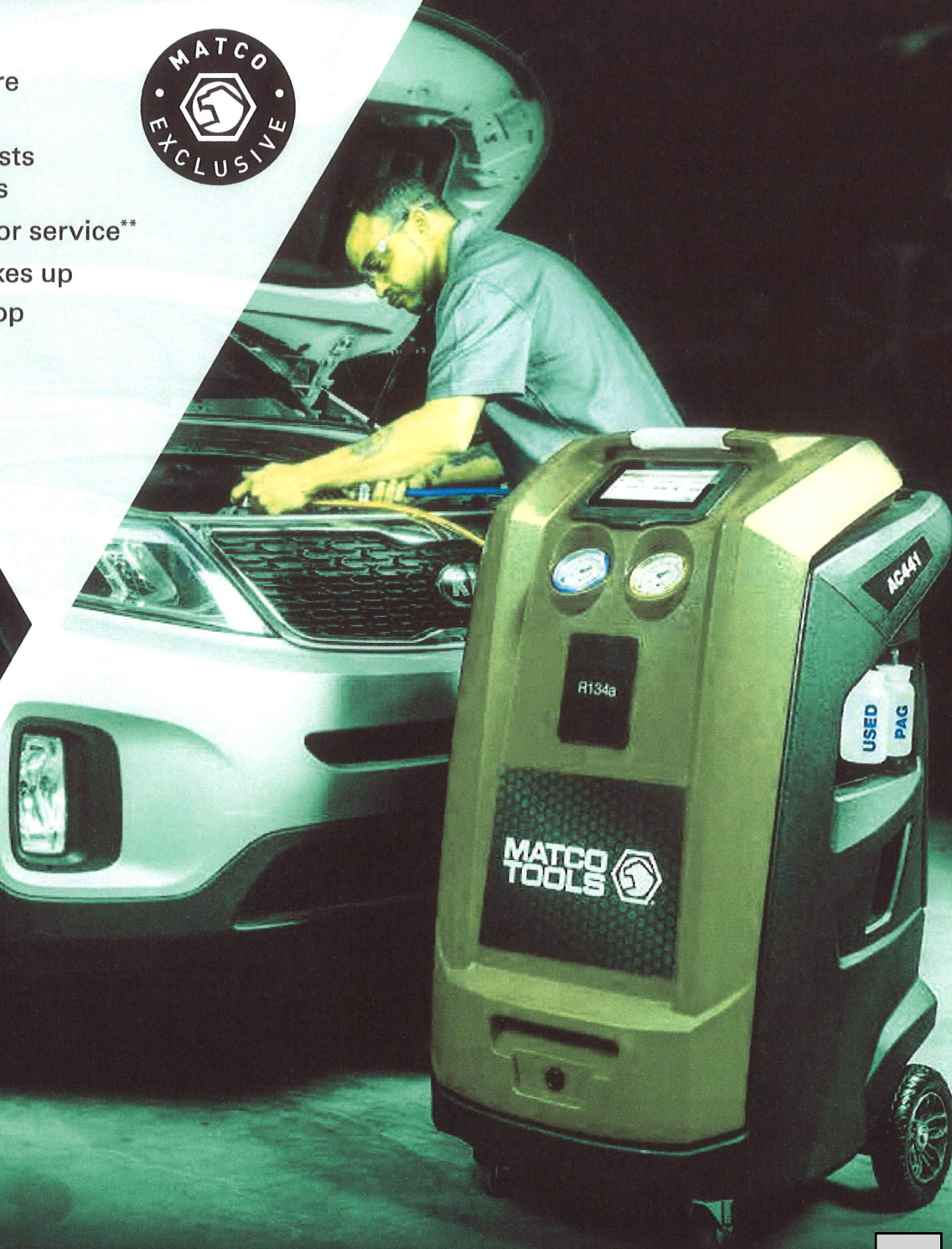
Item 13.

MATCO EXCLUSIVE A/C RRR UNITS

EFFORTLESS A/C SERVICE &
SIMPLE UNIT MAINTENANCE.

**MATCO
TOOLS** 

- ✓ Fully automatic line
- ✓ Free remote software updates via Wi-Fi*
- ✓ Vacuum pump oil lasts for up to 1,000 hours
- ✓ Phone app to monitor service**
- ✓ Smaller footprint takes up less space in the shop



www.matcotools.com

*Does not include AC438.

**Does not include AC438, optional on AC439.

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HIGH PERFORMANCE

MATCO EXCLUSIVE RECOVERY SYSTEMS

FEATURE COMPARISON

FEATURE	• INCLUDED	REFRIGERANT 134A				REFRIGERANT 1234YF	
	■ OPTIONAL	AC438	AC439	AC441	AC442	AC440	AC443
	F/O FUTURE OPTION						
Fully Automatic	•	•	•	•	•	•	•
2-Year Warranty	•	•	•	•	•	•	•
Multi-Lingual Display	•	•	•	•	•	•	•
High and Low Side Refrigerant Charging	•	•	•	•	•	•	•
Vacuum Leak Test	•	•	•	•	•	•	•
Audible Notification Alarm	•	•	•	•	•	•	•
Refrigerant and Filter Management	•	•	•	•	•	•	•
Automatic Oil Drain	•	•	•	•	•	•	•
Automatic Air Purge	•	•	•	•	•	•	•
E ₃ (ECO LOCK®) Quick Couplers	F/O	F/O	F/O	F/O	F/O	F/O	F/O
Included Database		■	•	•	•	•	•
On-board Integrated Thermal Printer	■	■	■	■	■	■	■
Screen Mirroring for Remote Service Support		•	•	•	•	•	•
Integrated Hose Flushing	•	•	•	•	•	•	•
Hybrid Service Certified	•	•	•	•	•	•	•
2 CFM Dual-Stage Vacuum Pump	•	•	•	•	•	•	•
Shock-Mounted Load Cell		•	•	•	•	•	•
Identifier - Internal (separate sample hose)					•		
Identifier - Internal (manifold integrated)						•	
Automatic Dye Injection		•	•				
Touch Screen - 7"		•	•	•	•	•	•
Alphanumeric Screen	•						
Phone Application		■	•	•	•	■	•
Automatic Software Updates		•	•	•	•	•	•
Pressure Build Circuit	•	•	•	•	•	•	•
Bluetooth Temperature Probes			F/O	F/O	F/O	F/O	F/O

FULLY AUTOMATIC AIR PURGING:
No manual valves.

STATUS INDICATORS**:**
Audible alarm and LED light visible from anywhere in the shop.

SMART*:
iOS and Android capable phone app allowing remote service session mirroring and advanced functions.

AUTOMATIC UPDATES‡:
Wireless software updates, ensuring you always have the latest features.

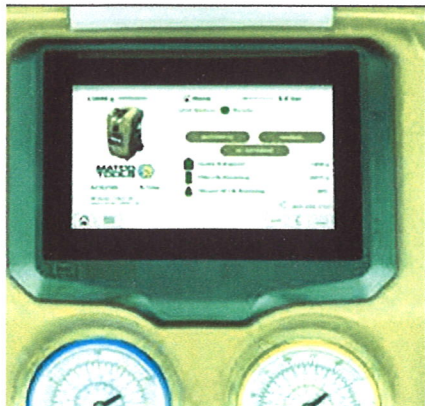
OIL SYSTEM MANAGEMENT:
Automatically weighs recovered oil, allowing accurate replenishment of oil removed during service.

UV DYE INJECTION*:**
Integrated UV dye injection provides high level of A/C system leak detection.

REMOTE SUPPORT:
Allows technical support to connect to and control a unit for troubleshooting and advanced support.

DATA MANAGEMENT & REPORTING METRICS:
Ability to log and monitor services for proactive improvements and service reminders, refrigerant use optimization, warranty reporting and more.

NETWORK PRINTING†:
Print professional service reports on your shop's printer – full size!



STATE-OF-THE-ART:

Ergonomic design, 7" capacitive touch screen and intuitive user interface sets a new industry standard.

*Optional feature.
 †Not available on AC438.
 ‡AC438 comes standard with a 4.3" black and white LCD screen and numeric touchpad.
 ***Smartphone app optional with AC439 and not available with AC438.
 ****UV Dye injection Only available on AC439 and AC441.
 *****LED light not available on AC438.

EASY ACCESS:

New, single hand access door for easier service.
Best in class!

SERVICE CENTER LOCATIONS

140+
Service Centers in the U.S. and Canada!

Type:
 ■ Reps
 ■ Service Providers

RELIABLE SERVICE!

"IN-HOUSE" SERVICE TECHS HAVE AN AVERAGE OF 8 YEARS OF EXPERIENCE!

MATCO TOOLS

RECOVER. RECYCLE. RECHARGE.



MATCO EXCLUSIVE A/C RRR UNITS

UNIT SERVICE INSTRUCTIONS

STEP 1: CALL TECH SUPPORT FOR A/C RRR UNITS

Contact for technical questions and service support.

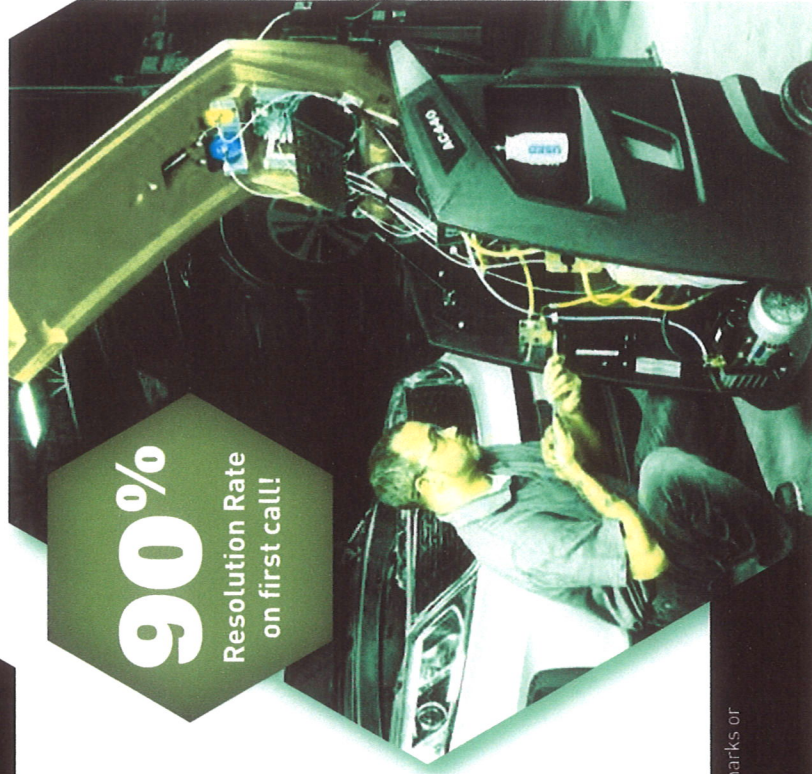
(800) 468-2321 Option: 1

STEP 2: ASK FOR FIELD SERVICE

140+, and growing, active service providers in the U.S. and Canada. See the map on reverse side to find a service provider near you.

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Shopping Cart

VIEW

ITEM QTY PRICE

3 Images
< Prev Next >



1 of 3

Features & Benefits

Attributes

Brand: Robinair
SDS Required: No
UNSPSC: 40101701
VMRS Code: 053999120

Warranty

Warranty information is unavailable.

Part: ROB AC12349
Product Line: Robinair

List: 15198.00
Cost: 7599.00
Unit: Each
3 TMW [am](#) / 3:30
6 10/11-10/12 / 4:00
99+ available

Qty

+ CART

+ ESTIMATE

WARNING: California Proposition 65 - Cancer and Reproductive Harm - www.P65Warnings.ca.gov WARNING

BUYERS GUIDE



Snap-on Tools Quote

Quote Date - 10/8/2024

Item 13.

Snap on Tools
Sold By: FRANK MARTINEZ
Address: 23060 Road G.2
CORTEZ, CO 81321-

Sold To: SAN JUAN COUNTY
Address: 881 E CENTER ST
MONTICELLO, UT 84535-

Account Type: RA
Invoice #: 10082457064Q

Phone: 970-570-9536

Phone: 435-587-3230

Tax Exempt #: 12008361-002stc

PO #:

Table with 7 columns: Part #, Qty, Description, Line Type, Price, Discount, Total, Tax. Row 1: EEAC333B, 1, POLARTEK YF AC MACHINE, Sale, 17,075.00, 5,480.00, 11,595.00, 0.00

- Wear safety goggles
Use the right tool
Use the tool properly
Maintain the tool regularly

SubTotal 11,595.00
0.00 % Tax 0.00
Freight 0.00
Grand Total 11,595.00

LETS TALK ABOUT THE TOOLS THAT ARE SOLUTIONS TO THE CHALLENGES YOU FACE

https://www.facebook.com/SnaponMobileCortez99

* THANK YOU I APPRECIATE YOU **

Table with 7 columns: AccountType, Previous Balance, Balance as of, Purchases, Total, Payment, New Balance. Rows include RA, EC 119756419, EC 130990930, SUB 125501189, SUB 131096323

Your Next RA Payment Will Include: 0.00
Your Agreed Upon Weekly Payment Is: 2,319.00
Your Next RA Payment Will Be: 2,319.00

For value received, the Purchaser, as continuing security for the repayment of all obligations now or hereafter owing to the Seller, including, without limitation, the prompt payment, as and when due, of the purchase price of the PMSI Collateral (as hereinafter defined), and the performance of all of the obligations, covenants and warranties of the Purchaser to the Seller hereunder, hereby grants to the Seller a continuing specific and fixed purchase money security interest in all products supplied, sold or provided to the Purchaser by the Seller, including the tools listed above, and including all accretions, substitutions, replacements, additions and accessions thereto and all Proceeds thereof (the "PMSI Collateral"). I agree that the Seller named above or its assigns shall retain a Purchase Money Security Interest in the PMSI Collateral until I have made all the promised payments, at which time Seller's security interest shall be released. If I fail to make any of the payments specified, I agree to return the PMSI Collateral to the Seller or its assigns on demand. Until all payments are made, I agree to retain the PMSI Collateral in my possession in good condition and to notify the Seller of any changes in employment or home address. In the event that I fail to make the promised payments and the Seller must resort to civil litigation to obtain return of or payment for the PMSI Collateral, I shall be held responsible for the costs of such litigation including reasonable attorneys' fees.

X

X



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of Comment Letter on Glen Canyon National Recreation Area Proposed Rule for OHV and Street-legal ATV Use

RECOMMENDATION: Approve Letter

SUMMARY

Glen Canyon National Recreation Area has opened a 60 day comment period (ending November 15th) on a proposed rule change that would prohibit OHV and Street-legal ATV use on certain roads within the National Recreation Area. The proposed rule changes are the result of a recent Settlement Agreement between Glen Canyon and the complainants who allege that OHV and Street-legal ATV travel off designated roads is damaging resources. Specific roads to be closed to these classes of vehicles in San Juan County are the John's Canyon Road (Class B, 7.49 miles), Muley Point Road (Class B, 1.26 miles) and Dry Mesa Road (Class D, 4.3 miles). These roads are currently open to travel by OHV and Street-legal ATVs and are popular routes for these classes of vehicles. The John's Canyon Road is one of the routes on the annual San Juan ATV Safari and if the proposed rule is approved, this route would be dropped from the Safari. The Settlement Agreement specifies that the National Park Service retains the discretion to decide whether it will adopt the proposals described in the Agreement. Such discretion supposedly allows NPS consideration of public comments in making a final decision.

HISTORY/PAST ACTION

San Juan County participated as a Cooperating Agency in the development of the Glen Canyon Off-road Vehicle Management Plan which was finalized in 2018. That plan specified that the roads now to be closed were open to OHV and Street-legal ATVs, a point promoted and supported by San Juan County.

FISCAL IMPACT

Unknown



SAN JUAN COUNTY COMMISSION

Item 14.

Jamie Harvey	Chairman
Silvia Stubbs	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

October 15, 2024

Michelle Kerns, Superintendent
Glen Canyon National Recreation Area
U.S. National Park Service
P.O. Box 1507
Page, Arizona 86040

Re: Proposed Rule, Glen Canyon National Recreation Area, Motor Vehicles, RIN(1024-AE91)

Dear Superintendent Kerns:

San Juan County opposes the proposed rule change specific to the prohibition of OHV and street-legal ATV use on certain unpaved roads within Glen Canyon NRA in San Juan County. These roads include the Johns Canyon, Muley Point and Dry Mesa Roads.

Our opposition is based on the following.

Johns Canyon Road – This is a Class B County road (B244) regularly maintained by the County for motor vehicle use including conventional, OHV and street-legal ATVs. This road is the only vehicle access into Johns Canyon which is a popular route for recreationists for its landscape views, cultural and historic sites and for its riding experience. Due to these values it is one of the routes used on the annual San Juan ATV Safari. This three day event, consisting of several guide-led routes, is a boon to the County for its value in bringing visitors to the County and advertising the scenic, cultural and historical components of the County.

Muley Point Road – This is also a Class B County road (B241) regularly maintained by the County for use by all classes of vehicles. It is the only vehicle access to spectacular viewpoints from the rim of Muley Point. It is a popular route for visitors and local residents and is a well known point of interest drawing visitors to the County. Many of these visitors and residents travel to these viewpoints on OHVs and street-legal ATVs.

Dry Mesa Road – This is a County Class D road (D0138) that provides vehicle access to a remote part of the National Recreation Area and offers views of the surrounding areas and Lake Powell. Due to its rugged nature, this road is also used by high-clearance conventional vehicles, OHVs and street-legal ATVs.

Closure of these roads to OHV and street-legal ATVs would be inconsistent with the San Juan County Travel Plan which recognizes these roads as open for use by all classes of vehicles.

Loss of use of these roads by OHVs and street-legal ATVs would devalue the annual ATV Safari and generally diminish OHV and street-legal ATV riding opportunities in some of the most spectacular areas of San Juan County.

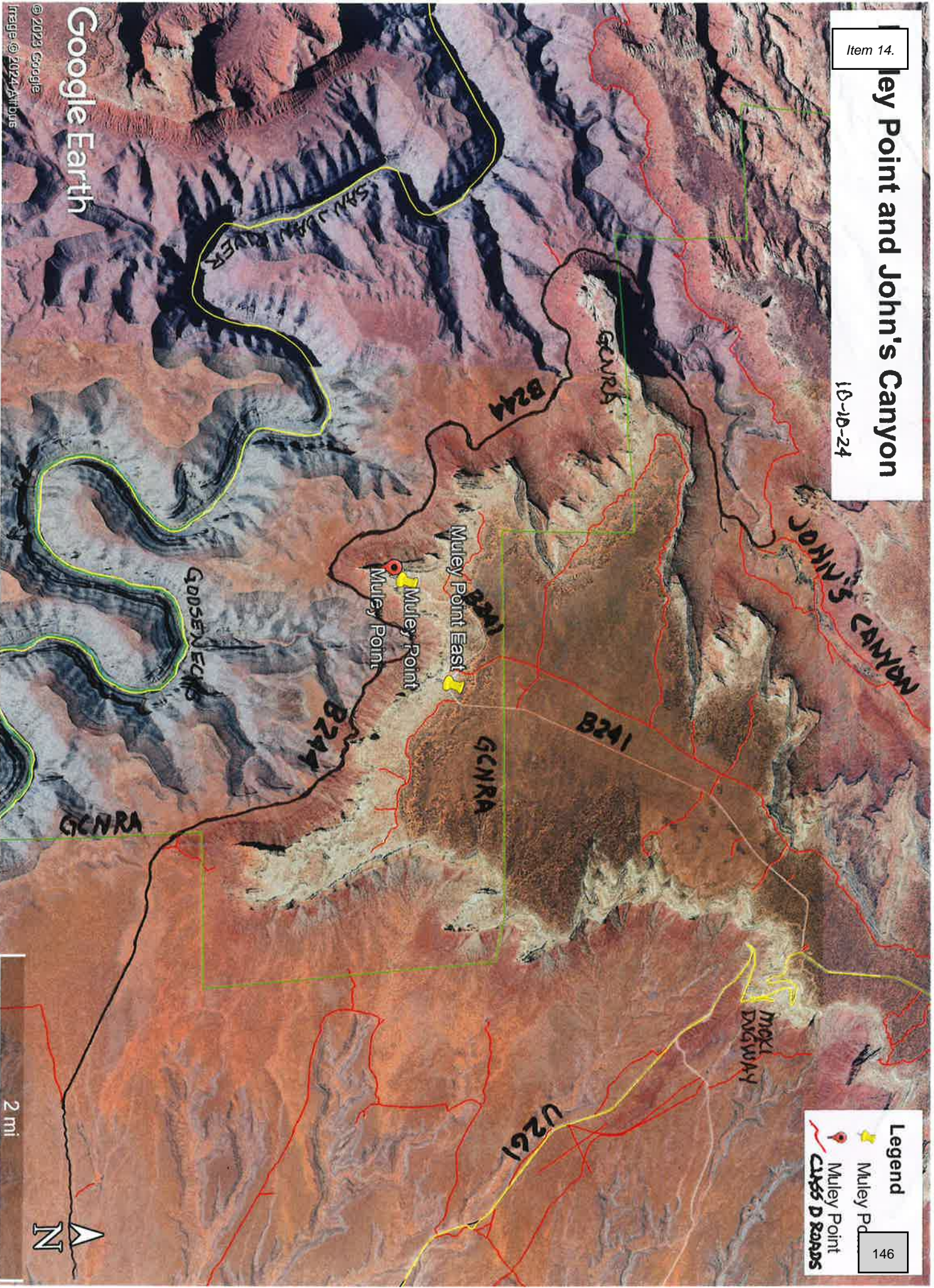
We would hope that road closures to specific vehicle classes would be a last resort after other management methods such as public education, signage and enforcement have been implemented. We encourage you to consider renewed or enhanced efforts in these methods before resorting to road closures.

Sincerely,

Jamie Harvey
Commission Chairman

Muley Point and John's Canyon

1D-1D-24



Google Earth

© 2023 Google
Image © 2024 Airbus

Legend

-  Muley Pd
-  Muley Point
-  CROSS D ROADS

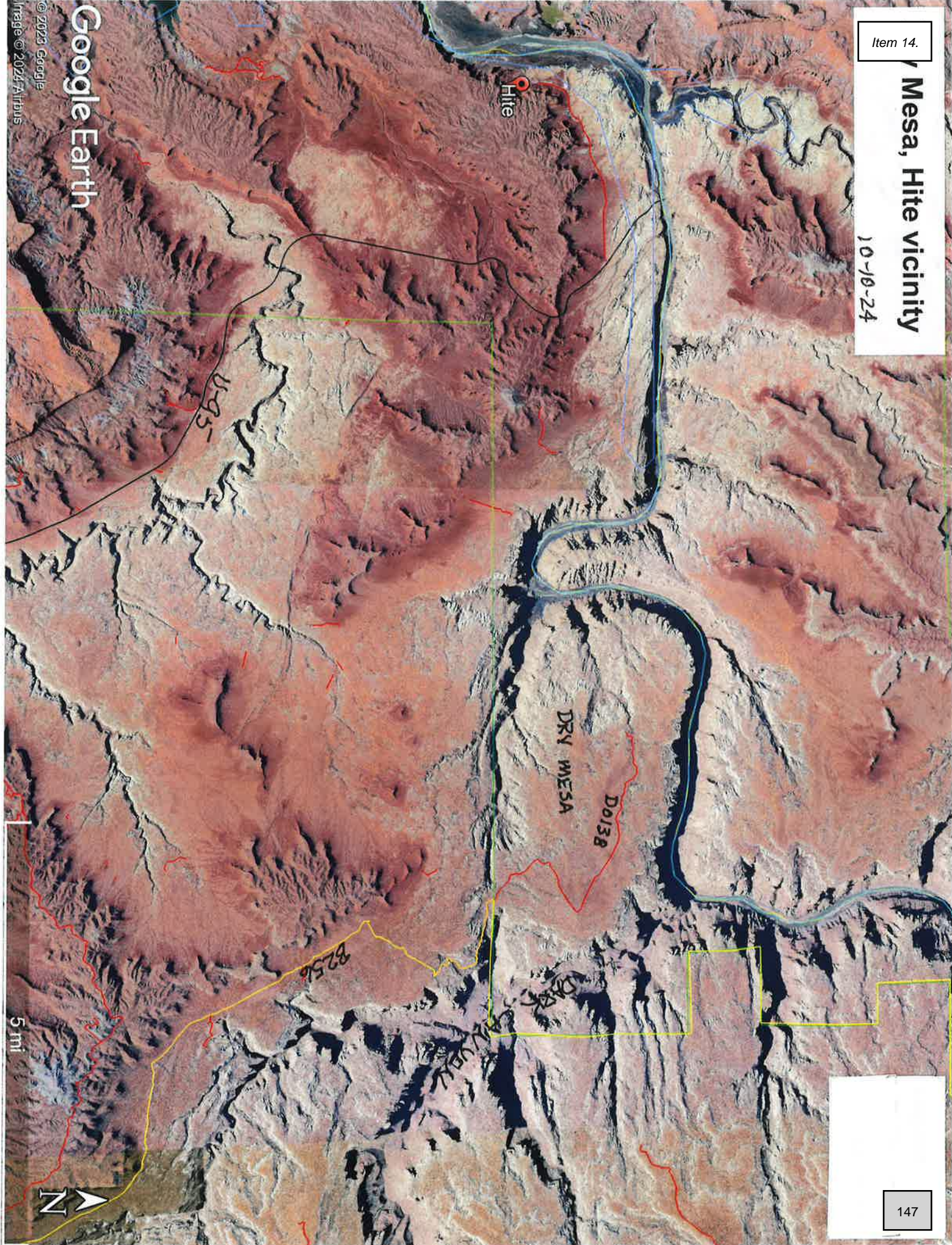
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Item 14.

Mesa, Hite vicinity

10-10-24



Google Earth

© 2023 Google
Image © 2023 Airbus



News Release

FOR IMMEDIATE RELEASE: Sept. 13, 2024

Contacts: General Park Information: 928-608-6200

Media Inquiries only: Mary Plumb, GLCA_Media@nps.gov

Glen Canyon National Recreation Area accepting public comment on proposed revisions to off-road vehicle regulations

PAGE, Ariz. – Glen Canyon National Recreation Area is accepting public comments through Nov. 15 on proposed changes to the park's 2021 off road vehicle (ORV) special regulations. The proposed revisions to the 2021 rule are required under a settlement agreement and would be more protective of resources by limiting the use of off-highway vehicles and street-legal ATVs in certain shoreline access areas and unpaved roads.

While the proposed rule amendment would prohibit the use of ORVs and street-legal ATVs on approximately 24 miles of roads, there are nearly 388 miles of park roads within Glen Canyon with opportunities for a diverse collection of motorized and non-motorized recreation forms.

NPS has identified minor changes to the 2021 regulation that will result in improved management of motorized uses in the Recreation Area. Two changes would address ORV and street-legal all-terrain vehicle (ATV) use in the Orange Cliffs Special Management Unit.

- First, the amended rule would prohibit the use of ORVs and street-legal ATVs on an 8-mile segment of the Poison Spring Loop located on Route 633 proceeding north to Route 730 in the Orange Cliffs Special Management Unit.
- Second, the rule would also eliminate the superintendent's authority to potentially allow ORVs and street-legal ATVs on the upper portion of the Flint Trail in the Orange Cliffs Special Management Unit. In addition to these changes, the proposed rule also establishes stricter quiet hours for the Lone Rock Beach Play Area, identifies specific lake elevations where Accessible Shoreline Areas will be open or closed, and clarifies that motor vehicle use in all Accessible Shoreline Areas must be for the purpose of traveling from a road to the shoreline and back. Additional proposed changes are available for review in the <https://www.federalregister.gov/public-inspection/2024-21032/glen-canyon-national-recreation-area-motor-vehicles>.

Public comments for the proposed rule revision must be received by Nov. 15. Public comments may be submitted electronically (at the Federal eRulemaking Portal: <https://www.regulations.gov/>); or by mailing a hard copy to: Superintendent, Glen Canyon National Recreation Area, P.O. Box 1507, Page, Arizona 86040. Comments will not be accepted by fax, email, or in any way other than those specified above.

All submissions received must include the words “National Park Service” or “NPS” and must include the docket number or RIN (1024-AE91) for this rulemaking. Comments received may be posted without change to <https://www.regulations.gov/>, including any personal information provided. The NPS will not accept bulk comments in any format (hard copy or electronic) submitted on behalf of others. The NPS will not consider comments that address aspects of existing regulations that would not be changed by this proposed rule. The scope of this rule is limited to the specific changes to existing regulations proposed, as published in the Federal Register on Sept. 16 [<https://www.federalregister.gov/public-inspection/2024-21032/glen-canyon-national-recreation-area-motor-vehicles/>].

For additional information, including definitions of ORV use, or to obtain a copy of the Environmental Impact Statement (EIS)/ORV Plan, visit: <https://parkplanning.nps.gov/glea-ovplan>. Specific questions may be emailed to Glen Canyon National Recreation Area Headquarters at GLCA_Superintendent@nps.gov.

###

Photo: ORV use in scenic Glen Canyon National Recreation Area. NPS Photo.



More park information is available on each park’s website: [Glen Canyon National Recreation Area](#) or [Rainbow Bridge National Monument](#)

About the National Park Service. More than 20,000 National Park Service employees care for America’s 430+ national parks and work with communities across the nation to help preserve local history and create close-to-home recreational opportunities. Visit us at <http://www.nps.gov>, on Facebook www.facebook.com/nationalparkservice, Twitter www.twitter.com/natiparkservice, and YouTube www.youtube.com/nationalparkservice.



COMMISSION STAFF REPORT

MEETING DATE: October 15, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Election Accessibility Improvement Intergovernmental Agreement Between San Juan County and the Navajo Nation for Navajo Mountain, Aneth, Montezuma Creek and Red Mesa Chapter Houses. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

This year, the State of Utah contracted the Utah Disability Law Center to assess accessibility at County polling stations throughout the Navajo Nation. The assessment identified accessibility issues at the Navajo Mountain, Aneth, Montezuma Creek, and Red Mesa Chapter Houses. The State of Utah will reimburse San Juan County for the necessary minor improvements at these locations. San Juan County will utilize its existing contract with Tri-Hurst Construction to complete the required projects.

Although ADA compliance for facilities within the Navajo Nation is not mandatory, San Juan County and the State of Utah believe it is in the best interest of all citizens to ensure that voting locations are accessible, allowing everyone to participate in elections in these areas. This agreement allows us to use our Contracted Vendor on Tribal Lands.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$17,184 which will be reimbursed to the County by the State.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND SAN JUAN COUNTY, UTAH**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this 10th day of October, 2024 ("Effective Date") by and between the Navajo Nation (the "Nation"), and San Juan County, a political subdivision of the State of Utah (the "County").

WHEREAS, the County wants to address accessibility barriers at the facilities it utilizes for polling places on the Navajo Nation;

WHEREAS, the County's polling places are located at Chapter facilities, all within the exterior borders of the Nation on property owned by the Nation;

WHEREAS, the County utilizes Chapter facilities that are directly controlled by the Nation;

WHEREAS, the Nation is a sovereign entity within the United States not subject to Title II of the ADA which covers state and local governments, but recognizes the value to its residents of removing barriers to accessibility at polling places;

WHEREAS, the County has the authority pursuant to § 11-13-101 et all, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the County seeks to execute an IGA with the Nation to go onto chapter property and make permanent improvements for ADA accessibility, mainly in the form of leveling parking spaces, adding ramps or ramp systems for wheelchair and walker access, and marking spaces with appropriate paint and signage.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose. The purpose of this IGA is for the County to make improvements to ADA accessibility at the following chapter facilities:

a. Non-LGA Certified Chapters: Navajo Mountain, Aneth, Montezuma Creek and Red Mesa.

2. Work to be performed at each facility. Work to be performed at each facility shall be as stated in Exhibit A, attached. The County will only make the alterations as stated in Exhibit A. If additional alterations appear necessary, the County will get permission for those alterations in writing before making the alteration.

3. **Funding.** The State of Utah will provide the County funding for the above-named improvements in which the County will pay a contractor for work performed. Work will be managed by San Juan County employees or work performed by independent contractors hired by the County.

4. **Permission to Enter Premises.** By signing this agreement, the Navajo Nation hereby gives the County and independent contractors hired by the County permission to enter and perform temporary election accessibility fixes and construction activity as described in Exhibit A. The County will give one week’s written notice by letter or email of its intent to perform work at a facility addressed to the Chapter President or his/her designee at each chapter facility where work is to be done. In addition to written notice, the County will call each Chapter Facility with the date and time it proposes to perform the work. Using the same procedure, the County may make additional visit to assess the condition of the ada improvements including handicapped signage and parking space markings for election accessibility prior to general elections.

5. **Contacts for the Parties.** The contact person and information for each party is as follows:

San Juan County, Utah
Chief Administrative Officer
P.O. Box 9
Monticello, Utah 84535
Office (435) 587-3225
Email: mmcdonald@sanjuancounty.org

Navajo Nation
Navajo Nation Department of Justice
P.O. Box 2010
Window Rock, Arizona 86515
Office (928) 871-6343
Email: kbelzowski@nndoj.org

6. **Jurisdiction and Liability.**

A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the Nation’s facilities. Except as expressly set forth herein, the County shall have no authority, responsibility or liability in connection with any alterations made to facility property.

B. Neither the Nation nor the County waive any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the Nation, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the Nation's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.

C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to

the other party to this IGA.

D. The Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

E. The County acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they directly result from the negligence of County employees or contractor. The liability of the County shall be subject to the immunities and limitations provided for under the Utah Governmental Immunity Act.

7. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the San Juan County Board of County Commissioners. This IGA shall terminate 2 years after the effective date or when the work is completed, whichever is earlier.

8. **Amendment / Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of the Nation and the County.

9. **Termination.** Either the Nation or the County may terminate this IGA by providing written notice of termination to non-terminating party. Termination is effective thirty (30) days after written notice is received by non-terminating party. Written notice shall be provided via certified mail to the addresses indicated in Section 5.

10. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.

11. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.

12. **Use of County Employees.** It is understood and agreed that the County will utilize its existing employees to manage the work performed by the County and its independent contractor under the terms of this agreement and that any replacement employees or contractor or additional employees or additional contractors that are hired by the County to perform the work shall be hired pursuant to the provisions of San Juan County's personnel ordinance and applicable Utah statutes and constitutional provisions. Independent contractors shall be hired pursuant to

the Utah Procurement Code.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

Buu Nygren, President
Navajo Nation

Date

**SAN JUAN COUNTY,
UTAH**

Jaime Harvey, Chairman
Board County Commissioners
San Juan County

Date

EXHIBIT A



Tri-Hurst Construction

377 West 300 South
Blanding, Utah 84511
435-678-2766

Item 15.

PROPOSAL



PROPOSAL SUBMITTED TO San Juan County		PHONE 435-587-3225	DATE 27 August 2024
STREET		EMAIL mmcdonald@sanjuancounty.org samlong@sanjuancounty.org	
CITY, STATE and ZIP CODE Monticello UT, 84535		JOB NAME Chapter House ADA Upgrades	
ARCHITECT	DATE OF PLANS 08/27/24	JOB LOCATION Navajo Nation Chapter Houses – San Juan County	

We hereby submit specifications and estimates for:

ADA Upgrades per attached plans for the Following Chapter Houses

Montezuma Creek - \$1,847

- Paint ADA parking stalls on existing concrete slab
- Install ADA parking sign

Aneth - \$1,859

- Paint ADA parking stalls on existing asphalt
- Install ADA parking sign

Red Mesa - \$5,997

- Install concrete loading zone and accessible ramp adjacent to both main entrances
- Install concrete bumpers at both ADA parking stalls
- Install ADA parking signs at both ADA stalls
- Paint hash marks on new concrete loading zone

Navajo Mountain - \$7,481

- Demolish existing sidewalk running from building entry to parking lot. Repour flush with asphalt parking and match width of existing entry concrete.
- Remove existing striping paint in designated ADA parking stall. Repaint stall with a designated loading zone to one side.
- Replace wooden ADA parking sign with reflective metal sign.

We Propose hereby to furnish material and labor--complete in accordance with above specifications, for sum of:
Seventeen Thousand One Hundred Eighty Four Dollars (\$17,184)

Payment terms are net 30 days of invoicing. Contractor shall be entitled to 18% annual interest after payment deadline and is entitled to attorney fees and collection expenses to collect any unpaid balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us
If not accepted within **30** days

Acceptance of Proposal-This bid may be accepted in any of the following manners: (1) Signature on the Proposal; (2) client requests and/or allows contractor to perform work; (3) client pays contractor deposit for the work.

Signature: _____

Date of Acceptance: _____

Tri-Hurst Construction
 Blanding, Utah 84511
 435-678-2766
 www.tri-hurstconstruction.com



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No.	Description	Date

Chapter House ADA Improvements
Red Mesa

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

S101

Scale 1/8" = 1'-0"



Tri-Hurst Construction

Blanding, Utah 84511
435-678-2766
www.tri-hurstconstruction.com

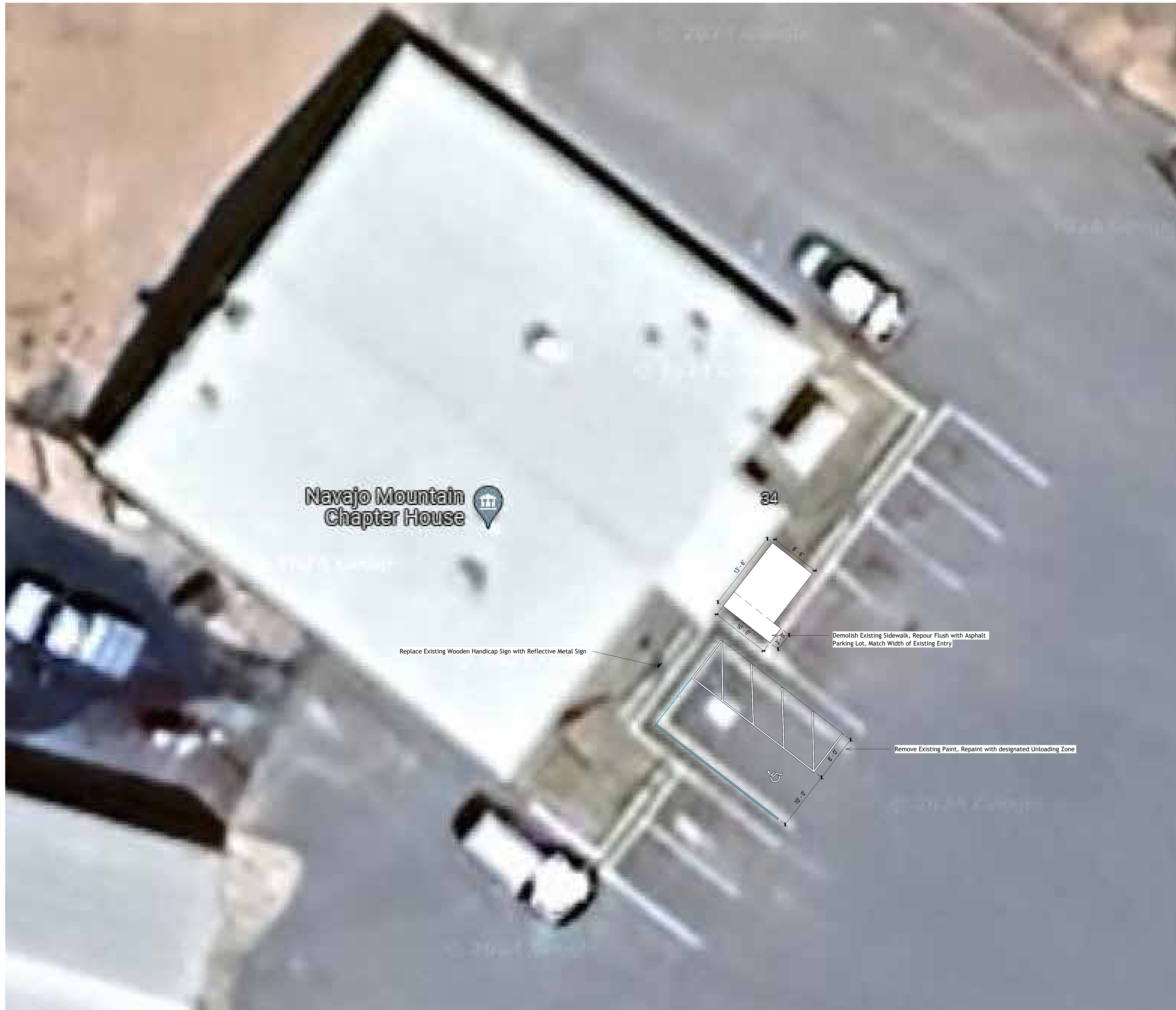
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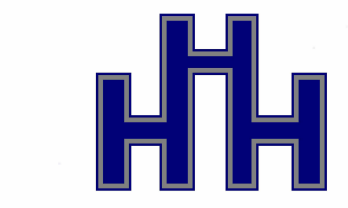
No.	Description	Date

Chapter House ADA Improvements
Navajo Mountain

Project number _____ Project Number _____
 Date _____ Issue Date _____
 Drawn by _____ Author _____
 Checked by _____ Checker _____

S201

Scale _____ 1/8" = 1'-0"



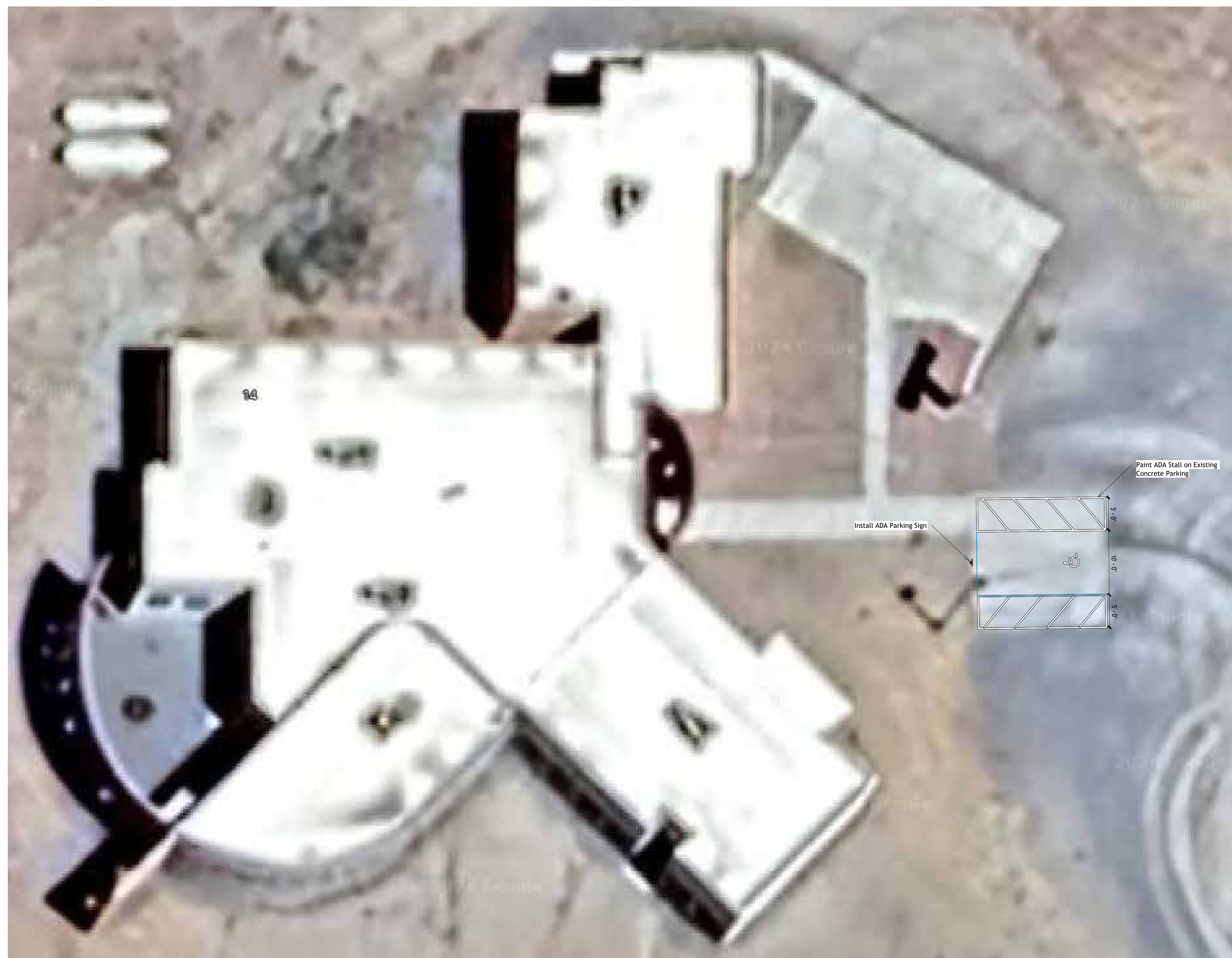
Tri-Hurst Construction
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 www.tri-hurstconstruction.com

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No.	Description	Date

**Chapter House ADA
 Improvements
 Montezuma Creek**

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
S301	
Scale	1/8" = 1'-0"



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 Blanding, Utah 84511
 435-678-2766
 www.tri-hurstconstruction.com

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No.	Description	Date

Chapter House ADA Improvements

Aneth

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

S401

Scale 3/16" = 1'-0"



These BOE submissions are the result of **ASSESSOR IDENTIFIED / INITIATED** corrections, and / or challenges by the Taxpayer that have reached a Stipulated Agreement with the County Assessor. These can include errors that were identified by the ASSESSOR as obvious errors due to keying errors, computer errors, factoring errors or obvious errors (escaped property) brought to the attention of the Assessor by another party after the Tax Roll was closed for the year (May 22, 2024).

1 Name: Kelly, K
 RE: Correct garage value basis Assessor Stipulation Agreement

Parcel number	Present Value	Proposed 2024 Value	
000310000010	\$95,700	\$44,746	Garage

2 Name: Kopp, J & L
 RE: Moving from Secondary to Primary

Parcel number	Present Value	Proposed 2024 Value	
0007900000D3	\$634,785	\$634,785	

3 Name: Jones, C
 RE: Remove duplicate home (nightly rental), change from Comm lot to Primary lot

Parcel number	Present Value	Proposed 2024 Value	
A33230256601	\$296,487	\$0	nightly rental
	\$296,478	\$296,478	residential
	\$32,133	\$0	comm. lot
	\$0	\$32,133	Res. primary lot
	\$625,098	\$328,611	total

4 Name: Draper, L
 RE: Remove duplicate home (nightly rental)

Parcel number	Present Value	Proposed 2024 Value	
00066000003A	\$393,716	\$393,716	residential
	\$53,313	\$53,313	garage
	\$393,716	\$0	nightly rental
	\$102,010	\$102,010	residential lot
	\$942,755	\$549,039	total

5 Name: Walker, J & T
 RE: Correct error on vacant land value

Parcel number	Present Value	Proposed 2024 Value	
33S24E317801	\$134,663	\$134,663	residential
	\$25,503	\$25,503	residential lot
	\$25,503	\$500	land vacant
			total

6 Name: Morrell, F & S
 RE: Correct error on vacant land value

Parcel number	Present Value	Proposed 2024 Value	
35S23E090002	\$139,601	\$139,601	residential
	\$25,503	\$25,503	residential lot
	\$816	\$816	shed
	\$25,503	\$765	land vacant
	\$191,423	\$166,685	

7 Name: Beeson, L & L
 RE: Removing double up residential

Parcel number	Present Value	Proposed 2024 Value	
35S25E016000	\$6,172	\$0	residential
	\$6,172	\$6,172	residential
	\$14,250	\$14,250	land greenbelt
	\$25,503	\$25,503	residential lot
	\$52,097	\$45,925	total