



**PUBLIC HEALTH BOARD MEETING**  
735 S 200 W, Blanding, Utah 84511. Conference Room  
August 18, 2022 at 12:00 PM

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**AGENDA**

*The public will be able to view the meeting on Google Meet:*

Video call link: <https://meet.google.com/sus-enqt-vum>  
Or dial: (US) +1 513-457-2061 PIN: 418 250 339#

**CALL TO ORDER & WELCOME**

**APPROVAL OF MINUTES & AGENDA**

1. San Juan County Board of Health - July 2022 Minutes

**PUBLIC COMMENT**

**BUDGET UPDATE**

**INFORMATIONAL/RECOGNITION ITEMS**

**DIRECTOR'S REPORT**

**BUSINESS ACTION ITEMS**

2. Approval of 2019-2023 Environment, Policy and Improved Clinical Care (EPICC) - San Juan Health Department Amendment 10 by Grant Sunada, Public Health Director
3. Approval of Department of Environmental Quality, San Juan County Health Department Letter, Workplan & Contract FY2023 by Grant Sunada, Public Health Director
4. Approval Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 1 by Dr. Grant Sunada, Public Health Director
5. Approval of 2019-2023 Environment, Policy and Improved Clinical Care (EPICC) - San Juan Health Department Amendment 10 by Grant Sunada, Public Health Director
6. Approval of San Juan County - Immunizations - 2019 Amendment 3 by Grant Sunada, Public Health Director

**ADJOURNMENT**

**\*\*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\*\***



## **PUBLIC HEALTH BOARD MEETING (VIRTUAL WITH IN-PERSON OPTION)**

**735 S 200 W, Blanding, Utah 84511. Conference Room  
July 12, 2022 at 12:00 PM**

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### **MINUTES**

*The public will be able to view the meeting on Google Meet at <https://meet.google.com/nes-rfca-fdf> Or by dialing: (US) +1 413-438-7415 PIN: 572 079 685#*

#### **CALL TO ORDER**

The meeting was called to order by Board Chair Trent Herring.

#### **APPROVAL OF MINUTES**

1. Approval of Previous Minutes

Motion to approve the minutes from 5/24/22 Health Board Meeting made by Vice- Chair Young, Seconded by Board Member Mitchell.

Voting Yea: Chair Herring, Vice- Chair Young, County Commissioner Grayeyes, Board Member Mitchell, Board Member Skinner

2. Approval of Current Agenda

Motion to approve the agenda made by County Commissioner Grayeyes, Seconded by Vice- Chair Young.

Voting Yea: Chair Herring, Vice- Chair Young, County Commissioner Grayeyes, Board Member Mitchell, Board Member Skinner

#### **PUBLIC COMMENT**

#### **BUDGET UPDATE**

3. Annual Audit by Tyler Ketron, Business Manager

#### **DIRECTOR'S REPORT**

Public Health Director Grant Sunada discussed the department's recent activities.

Blue Mountain Hospital (BMH) hosted the first in person County Epidemiology Meeting since the beginning of the COVID-19 pandemic. San Juan Health, UNHS, BMH, and San Juan Public Health were all represented.

Dr. Sunada represented the Health Department at the Maternal Health Capacity Building HRSA Community Advisory Meeting.

The State Epidemiologist visited San Juan Public Health along with SJCPAC and UNHS.

## **BUSINESS ACTION ITEMS**

4. Approval of Local Health Department WIC Program - San Juan Amendment 4 by Grant Sunada, Public Health Director and Katie Knight, WIC Director

Dr. Sunada and WIC Director Katie Knight provided an overview of the new amendment for the WIC Contract, provided statistics from the WIC program, and answered questions raised by Board Members. Discussed WIC funding and the struggle that comes with being underfunded.

5. Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department by Grant Sunada, Public Health Director and Brittney Carlson, Nursing Director

Nursing Director Brittney Carlson provided an overview of the new Nurse Home Visiting Contract. She explained the difficulty of maintaining the program with the unreliability of single year contracts along with the recent major cut in funding for this year's contract.

6. Approval of San Juan County - LHD Environmental Services Amendment 1 by Grant Sunada, Public Health Director and Ronnie Nieves, Environmental Health Director

Environmental Health Director Ronnie Nieves explained that the new amendment to the LHD Environmental Contract is just extending the contract through the next fiscal year and doesn't have any substantial changes from the previous year's contract. He explained that the activities in the contract is the majority of his duties and that the contract is consistently overspent.

The fee schedule was discussed as well as working on creating a plan to gradually raise various fees to avoid having a sudden large burden on community members all at once.

7. Review of San Juan County - Tuberculosis Prevention and Control Amendment 4 by Grant Sunada, Public Health Director

Dr. Sunada provided an explanation of the TB Prevention program and the new amendment to the TB Prevention Contract.

8. Approval of San Juan County - Utah Indoor Clean Air Act Amendment 1 by Grant Sunada, Public Health Director

Environmental Health Director Ronnie Nieves explained the requirements of the Utah Indoor Clean Air Act Contract and explained that the new amendment is just to add funds for FY23.

- 9. Approval of San Juan County Health Department COVID-19 Testing Activities in K-12 Schools Amendment 1 by Grant Sunada, Public Health Director

Dr. Sunada provided an explanation of the amendment to the COVID-19 testing in K-12 Schools Contract.

- 10. Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 4 by Grant Sunada, Public Health Director

Health Promotion Director Rebecca Benally provided an overview of the new amendment to the Tobacco Contract. The contract activities will remain the same and the amendment is only to add funding for FY23. The Board was provided a quick overview of the requirements of the contract and the activities the Health Department uses to meet those requirements.

- 11. Building Our Vision and Mission led by Grant Sunada, Public Health Director and Trent Herring, Board Chair

-- We will be preparing to answer these questions in August 2022: When thinking about your community and the whole county over the next 5 years, (1) what is your vision of San Juan Public Health, (2) what is the mission of San Juan Public Health, and (3) what are the primary goals of San Juan Public Health?

-- Which community partners should San Juan Public Health engage with to better define our vision, mission, and goals over the next 5 years?

The Board discussed the vision and goals of the department and making sure they are aligned with the needs of San Juan County.

**ADJOURNMENT**

Motion to adjourn made by Chair Herring, Seconded by Board Member Skinner.  
 Voting Yea: Chair Herring, Vice- Chair Young, County Commissioner Grayeyes, Board Member Mitchell, Board Member Skinner

The next meeting will be held on August 18th at 12:00 pm.

**\*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk’s Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\***

APPROVED: \_\_\_\_\_  
 San Juan County Public Health Board

DATE: \_\_\_\_\_



## COMMISSION STAFF REPORT

**MEETING DATE:** August 30, 2022

**ITEM TITLE, PRESENTER:** Approval of 2019-2023 Environment, Policy and Improved Clinical Care (EPICC) - San Juan Health Department Amendment 10 by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

### SUMMARY

The new name of this contract is Healthy Environments and Active Living (HEAL), changed from Healthy Living through Environmental, Policy, and Improved Clinical Care (EPICC). The purpose of this contract is to enable the San Juan County Public Health Department to do the following:

- Grant 1807 Nutrition and Physical Activity: Implement food service guidelines through Eat Well Utah, support compliance with federal breastfeeding accommodation law, and increase physical activity opportunities.
- Grant 1817 Diabetes - Implement messaging to underserved populations at greatest risk for type 2 diabetes, promotion of lifestyle and clinical programs for diabetes prevention and self-management.
- Grant 1817 Hypertension - Identify high-risk patients and community members with undiagnosed hypertension, improve clinical measures and interventions, and adopt community health workers/patient navigators in clinical settings, in order to help patients achieve cholesterol/blood pressure control.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

The contract amount is being changed. The funding amount will be increased by \$8,160 in federally reimbursable funds. New totals are as follows:

- 1807 Nutrition and Physical Activity: \$14,197.12.
- 1817 Diabetes: \$8,160.00.
- 1817 Hypertension: \$40,790.00.

Attachment A, effective 7/1/2022, is replacing Attachment A, which was effective 9/30/2021.



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

1931112  
Department Log Number

192700359  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is 2019-2023 EPICC- San Juan Health Department Amendment 10.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** Update Special Provisions for 1815 grant. Increase federal funding amount for FY23 1815.
4. **CHANGES TO CONTRACT:**
  1. The contract amount is being changed. The funding amount will be increased by \$8,160 in federal.
  2. Attachment A, effective 7/1/2022, is replacing Attachment A, which was effective 9/30/2021.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	This project will implement interventions in Utah that will improve outcomes for the residents of Utah specific to diabetes and hypertension and the related risk factors.	Award Number:	5 NU58DP006512-05-00
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU58DP006512
CFDA Title:	IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE-FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL	Federal Award Date:	6/19/2022
CFDA Number:	93.426	Funding Amount:	\$4080.

Add

Federal Program Name:	This project will implement interventions in Utah that will improve outcomes for the residents of Utah specific to diabetes and hypertension and the related risk factors.	Award Number:	5 NU58DP006512-05-00
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU58DP006512
CFDA Title:	IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE-FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL	Federal Award Date:	6/19/2022
CFDA Number:	93.426	Funding Amount:	\$4080.

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2022
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
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.



**Contract with Utah Department of Health & Human Services and San Juan County, Log # 1931112**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Willie Grayeyes  
County Commission Chair

By: \_\_\_\_\_ Date \_\_\_\_\_  
Tracy Gruber  
Executive Director, Department of  
Health & Human Services

**Attachment A - Special Provisions – 6/30/2022  
San Juan County Health Department FY22 1807-1815-1817**

**Healthy Environments Active Living (HEAL)**

**I. DEFINITIONS**

- A. ADA means American Diabetes Association.
- B. ANNUAL FUNDING PERIOD means year five; July 1, 2022- June 30, 2023.
- C. CATALYST means the reporting system that local health departments will be reporting completed activities, successes, and challenges while implementing activities.
- D. CDC means Center for Disease Control and Prevention.
- E. CKD means Chronic Kidney Disease.
- F. CHW means Community Health Worker.
- G. DEPARTMENT means the Utah Department of Health and Human Services, Healthy Environments Active Living (HEAL) Program.
- H. DSMES means Diabetes Self-Management Education and Support.
- I. ECE means Early Care and Education system.
- J. EHR means Electronic Health Record.
- K. EXECUTIVE ULACHES means a small committee of Local Health Officers and Local Health Promotion Directors from the local health departments. The Utah Association of Local Health Departments appoints these individuals.
- L. FSG means Food Service Guidelines.
- M. GOVERNANCE means a committee formed under SB21 in the 2009 General Session, consisting of DEPARTMENT and Local Health Department representatives; provides a process for processing applications for federal grants and establishing goals and budgets.
- N. HIT means Health Information Technology.
- O. HTN means Hypertension
- P. NDPP means National Diabetes Prevention Program
- Q. SMBP means Self Measured Blood Pressure.
- R. SUB-RECIPIENT means San Juan County Local Health Department.
- S. TOPSTAR means *Teaching Obesity Prevention in Early Childcare and Education Settings*.
- T. ULACHES means Utah Local Association of Local Health Department’s affiliate, the Utah Association for Community Health Education Specialists.

**II. FUNDING**

- A. The source of funding provided for this agreement is allocated annually from the following federal programs and awards:

Total amount funded with CDC 1807 Grant (4287) \$14,197.12

<b>CFDA number</b>	93.439
<b>CFDA title</b>	Assistance Programs for Chronic Disease Prevention and Control
<b>Award name</b>	State Physical Activity and Nutrition Program
<b>Award number</b>	5 NU58DP006496-4-00
<b>Award date</b>	June 25, 2021
<b>Annual Funding Cycle</b>	September 30, 2021- September 29, 2022
<b>Name of Federal Agency</b>	DHHS-PHS-CDC

<b>Pass through Agency</b>	State of Utah, Department of Health and Human Services
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Total amount funded with CDC 1815 Grant (4230) \$8,160.00

<b>CFDA number</b>	93.426
<b>CFDA title</b>	Interventions in Utah that will improve outcomes for the residents of Utah specific to diabetes and hypertension and related risk factors
<b>Award name</b>	Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke-Financed in part by 2018 Prevention and Public Health
<b>Award number</b>	5 NU58DP006512-05-00
<b>Award date</b>	June 19,2022
<b>Annual Funding Cycle</b>	June 30, 2022- June 29, 2023
<b>Name of Federal Agency</b>	DHHS-PHS-CDC
<b>Pass through Agency</b>	State of Utah, Department of Health and Human Services

Total amount funded with CDC 1817 Grant (4260) \$40,790.00

<b>CFDA number</b>	93.435
<b>CFDA title</b>	Innovation Awards—Diabetes, Heart Disease and Stroke
<b>Award name</b>	Innovative State and Local Public Health Strategies to Prevent and Manage Diabetes and Heart Disease and Stroke
<b>Award number</b>	5 NU58DP006609-04-00
<b>Award date</b>	June 25, 2021
<b>Annual Funding Cycle</b>	September 30, 2021- September 29, 2022
<b>Name of Federal Agency</b>	DHHS-PHS-CDC
<b>Pass through Agency</b>	State of Utah, Department of Health and Human Services

- B. UEI Number: MB6FBMGL85M3
- C. Indirect Cost Rate: [0%]
- D. As set forth in the funding periods below, the DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of \$63,147.12 for expenditures made by the SUB-RECIPIENT directly related to this project as described in Section III Services A - C.
  - i. Allowable expenditures are wages and salaries, fringe benefits, supplies, travel, subcontract costs, consultants and current expense.
  - ii. The SUB-RECIPIENT shall report monthly expenditures, using a separate line item for each allocation coding as shown in Section III Services, on the Monthly Expenditure Report submitted to the DEPARTMENT.
- E. By March 1, 2023, the DEPARTMENT and the SUB-RECIPIENT will jointly review expenditures to determine if at least 35% of funds have been expended on activities as allocated.
  - i. If SUB-RECIPIENT is below 35% expenditures a written plan of action will be submitted by DEPARTMENT to the SUB-RECIPIENT to ensure utilization of remaining funds for contract and funding purposes.
  - ii. Over a three-year time period if, the SUB-RECIPIENT consistently underspends funds, the DEPARTMENT will work with Executive ULACHES and GOVERNANCE to determine appropriate reallocation of funds.
- F. Funds may only be used for services provided up to the maximum amounts listed in the tables in Section III Services:

**III. SERVICES**

<b>Amount</b>	<b>Shall be reimbursed by the DEPARTMENT for expenditures under:</b>	<b>Funds may be expended between:</b>	<b>Allocation Coding</b>
<u>Up to \$9,174.12</u>	CDC 1807 Grant (Physical Activity and Nutrition)	September 30, 2021 and September 29, 2022	4287/PN22
<u>Up to \$5,123.00</u> allocated in Y3 budget	CDC 1807 Grant (Physical Activity and Nutrition)	September 30, 2021 and September 29, 2022	4287/PN22/EXAT

- A. The SUB-RECIPIENT shall conduct the following activities related to the 1807 grant:
- i. Strategy 1—Implement Food Service Guidelines (FSG):
    1. Eat Well Utah
      - a. In partnership with DEPARTMENT staff, provide technical assistance and recommendations for Eat Well implementation to at least two worksites and community venues based on opportunities identified in the environment scan and patron needs assessments.
    2. Eat Well Utah Environment Scan Tool
      - a. In partnership with DEPARTMENT staff, ensure Eat Well Utah changes are reassessed using the Eat Well Utah environment scan tool, reviewed, and recognized through the Eat Well Utah Award.
    3. Eat Well Utah Award
      - a. Promote the Eat Well Utah Award.
  - ii. Strategy 2—Implement interventions supportive of breastfeeding that address workplace compliance with the federal lactation accommodation law:
    1. Lactation Accommodation Compliance
      - a. Identify at least one worksite through the Scorecard, not in compliance with the Federal Lactation Accommodation Law and provide technical assistance to help them become compliant.
  - iii. Strategy 3—Increase Physical Activity Opportunities:
    1. Active Transportation Plans
      - a. Contribute to a state database of cities and towns that have adopted Active Transportation plans.
    2. Transportation and Planning Coalitions
      - a. Participate in local or regional transportation and planning coalitions/committees.
    3. Technical Assistance to Communities
      - a. Provide technical assistance to at least one community seeking to update their general plan or active transportation plan.
    4. Develop State Database of Video Intercept Surveys
      - a. Conduct at least five video intercept (or audio with picture) surveys.
    5. Develop a parks, playgrounds, and recreation areas inventory
      - a. Conduct an inventory of parks, playgrounds, and recreation areas within the SUB-RECIPIENT’S jurisdiction, including location and features. Submit to DEPARTMENT via Catalyst.

<b>Amount</b>	<b>Shall be reimbursed by the DEPARTMENT for expenditures under:</b>	<b>Funds may be expended between:</b>	<b>Allocation Coding</b>
<u>Up to \$4,080.00</u>	CDC 1815 Grant (Category A, Diabetes)	June 30, 2022 and June 29, 2023	4230/HRT23/DIAB
<u>Up to \$4,080.00</u>	CDC 1815 Grant (Category B, Heart Disease)	June 30, 2022 and June 29, 2023	4230/HRT23/HDST

- B. The SUB-RECIPIENT shall conduct the following activities related to the 1815 grant:
- i. Strategy A4—Refer prediabetes patients to CDC-recognized lifestyle change programs:
    1. Lifestyle change programs
      - a. Continue to work with four clinics from year four as well as four new clinics during the current ANNUAL FUNDING PERIOD. Provide resources to clinics to help them implement workflow policies to identify patients with prediabetes and refer them to the National Diabetes Prevention Program (DPP). You may utilize the AMA STAT Toolkit and engage CHWs and clinic staff to assist with referrals in the National DPP lifestyle change program.
  - ii. Strategy A5—Collaborate with payers and relevant public and private sector organizations within the state to expand the availability of the National DPP for one or more of the following groups: Medicaid beneficiaries; state/ public employees; employees of private sector organizations:
    1. National DPP Coverage
      - a. Use resources from the Coverage Toolkit to facilitate conversations with four new worksites during the current ANNUAL FUNDING PERIOD.
        - i. SUB-CONTRACTOR can complete this activity by encouraging worksites to do at least one of the following:
          1. Offer the National DPP lifestyle change program.
          2. Refer to existing National DPP lifestyle change programs or coordinate with existing National DPPs to provide National DPP to their employees.
          3. Develop a policy to provide payment for National DPP participation for employees.
  - iii. Strategy A6— Implement strategies to increase enrollment in CDC-recognized lifestyle change programs:
    1. National DPP Enrollment
      - a. Provide support to one new or existing CDC- recognized National DPP organizations.
    2. Compass Software System
      - a. Provide technical assistance related to Compass software to National DPP sites that have an MOA in place with the DEPARTMENT.

- iv. Strategy A7- Develop a statewide infrastructure to promote long-term sustainability/reimbursement for Community Health Workers (CHWs) as a means to establish or expand their use:
  - 1. CHW as Lifestyle coaches
    - a. Facilitate the training of two CHWs as lifestyle coaches for the National DPP lifestyle change program.
  - 2. CHW Education
    - a. Educate one CHW on Diabetes Self-Management Education and Support (DSMES) and the National DPP.
- v. Strategy B2- Promote quality measurements to monitor healthcare disparities:
  - 1. Identify Disparities in Clinic’s Electronic Health Records (EHRs)
    - a. Work with four clinics to help identify healthcare disparities using EHRs.
- vi. Strategy B6—Facilitate self-measured blood pressure monitoring:
  - 1. Implement Self-Monitoring Blood Pressure (SMBP) Programs
    - Work with four clinics to implement or improve self-monitoring blood pressure programs.

Amount	Shall be reimbursed by the DEPARTMENT for expenditures under:	Funds may be expended between:	Allocation Coding
<u>Up to \$13,600.00</u>	CDC 1817 Grant (Category A, Diabetes)	September 30, 2021 and September 29, 2022	4260/DSM22/DIAB
<u>Up to \$13,600.00</u>	CDC 1817 Grant (Category B, CVD)	September 30, 2021 and September 29, 2022	4260/DSM22/HDST
<u>Up to \$6,325.00</u> Allocated in Y3 budget	CDC 1817 Grant (Category A, Diabetes)	September 30, 2021 and September 29, 2022	4260/DSM22/DIAB/EXAT
<u>Up to \$7,265.00</u> Allocated in Y3 budget	CDC 1817 Grant (Category B, CVD)	September 30, 2021 and September 29, 2022	4260/DSM22/HDST/EXAT

- C. The SUB-RECIPIENT shall conduct the following activities related to the 1817 grant:
- i. Strategy A3- Implement tailored communications/messaging to reach underserved populations at greatest risk for type 2 diabetes to increase awareness of prediabetes and the National DPP:
    - 1. Ad Council Prediabetes Advertisement
      - a. Identify opportunities for free placement of Ad Council prediabetes video advertisements in Utah’s high burden subpopulation areas. (Libraries, medical offices, waiting rooms, etc.)
  - i. Strategy A5—Collaborate with payers and relevant public and private sector organizations within the state to expand the availability of the National DPP for one or more of the following groups: Medicaid beneficiaries; state/ public employees; employees of private sector organizations:
    - 1. National DPP Coverage
      - a. Use resources from the Coverage Toolkit to facilitate conversations with one new, year five, worksites.
        - i. SUB-CONTRACTOR can complete this activity by encouraging worksites to do at least one of the following:
          - 1. Offer the National DPP lifestyle change program

2. Refer to existing National DPP lifestyle change programs or coordinate with existing National DPPs to provide National DPP to their employees.
3. Develop a policy to provide payment for National DPP participation for employees.
- ii. Strategy A7- Develop a statewide infrastructure to promote long-term sustainability/reimbursement for Community Health Workers (CHWs) as a means to establish or expand their use:
  1. CHW as Lifestyle coaches
    - b. Facilitate the training of one CHW as lifestyle coaches for the National DPP lifestyle change program.
- ii. Strategy A8— Increase use of clinical decision support within the EHR to promote early detection of chronic kidney disease (CKD) in people with diabetes:
  1. Early detection of CKD in EHRs
    - a. Increase use of clinical decision support within the EHR of one clinic to promote early detection of CKD in people with diabetes.
- iii. Strategy B1- Identify patients with undiagnosed hypertension using EHRs/HIT:
  1. Undiagnosed hypertension (HTN)
    - a. Work with one clinic to develop policies/workflows to identify patients with undiagnosed HTN.
  2. Community Action Plan
    - b. Partner with one clinic and stakeholders to identify patients in the community with undiagnosed HTN.
- iv. Strategy B2- Promote evidence-based quality measure:
  1. Stratify standard quality measures
    - a. Work with one clinic to stratify quality measures by high burden subpopulations (Blacks, African Americans, low-Income, Native Americans/Indians.)
  2. Implement clinic interventions to reduce disparities
    - b. Implement clinic interventions with one clinic to identify and address barriers to achieving blood pressure control or cholesterol control.
- v. Strategy B3- Engage non-physician team members in HTN and Cholesterol management:
  1. Implement team based care models
    - a. Implement clinic interventions with one clinic to identify and address barriers to achieving blood pressure control or cholesterol control.
- vi. Strategy B4- Promote Medication Therapy Management (MTM):
  1. Promote and Increase MTM
    - a. Work with one provider to promote and increase MTM
- vii. Strategy B5- Engage CHWs in clinical and community settings:
  1. Increase CHWs in clinics
    - a. Promote and increase the use of CHWs/patient navigators in clinics for cholesterol and hypertension management and help clinics expand the role of existing CHWs to support hypertension and cholesterol management

#### **IV. RESPONSIBILITY OF THE SUB-RECIPIENT**

- A. The SUB-RECIPIENT staff shall participate in at least one site visit with the DEPARTMENT staff.
- B. The SUB-RECIPIENT staff shall attend the annual DEPARTMENT Forum.

- C. The SUB-RECIPIENT staff shall attend the Healthy Living and Chronic Conditions Disease Management (CCDM) workgroups.
- D. The SUB-RECIPIENT shall provide detailed reports on progress and results by the following dates:
  - i. January 15, 2023
  - ii. April 15, 2023
  - iii. July 15, 2022
  - iv. October 15, 2022
- E. The SUB-RECIPIENT shall use CATALYST to document the progress made on the activities to the DEPARTMENT's Program Liaison. The SUB-RECIPIENT shall ensure that necessary information is entered into all required reporting fields.
- F. The SUB-RECIPIENT shall provide progress, results and performance measure data as outlined in Catalyst.
- G. The DEPARTMENT will provide additional evaluation criteria as agreed upon by DEPARTMENT and ULACHES.

**V. RESPONSIBILITY OF DEPARTMENT**

- A. The DEPARTMENT agrees to provide written confirmation of receipt of reports within ten working days
- B. The DEPARTMENT agrees to provide written feedback on results or progress within 20 working days of receipt of quarterly progress and end-year reports.
  - i. The SUB-RECIPIENT agrees to reply to feedback, in the space provided in CATALYST, within ten working days of receipt of DEPARTMENT feedback.
- C. The DEPARTMENT agrees to provide training and technical assistance as requested or needed.
- D. The DEPARTMENT agrees to conduct one site visit during the contract period at mutually agreed upon times with a jointly developed agenda during contract period.
- E. The DEPARTMENT agrees to communicate annual spending to the SUB-RECIPIENT.





## COMMISSION STAFF REPORT

**MEETING DATE:** July 19, 2022

**ITEM TITLE, PRESENTER:** Approval of Department of Environmental Quality, San Juan County Health Department Letter, Workplan & Contract FY2023 by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

### SUMMARY

The purpose of this scope of work is to establish clear goals, objectives, measures, and reporting requirements that the Division of Drinking Water (DDW) and the Local Health Departments (LHDs) have agreed to guide our work together. DDW 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.

The purpose of this funding is 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, pollution.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

The total funding allotment for San Juan County Health Department is \$74,251 and includes the following changes over last year:

- Drinking Water funding decreased from \$7,812 to \$7,428. Drinking Water funding is based on the functions agreed to in the Scope of Work.
- All other funding levels remain the same.

The funding becomes effective July 1, 2022, and will be disbursed in quarterly installments beginning August 1, 2022.



Department of  
Environmental Quality

Kimberly D. Shelley  
*Executive Director*

State of Utah

SPENCER J. COX  
*Governor*

Ty L. Howard  
*Deputy Director*

DEIDRE HENDERSON  
*Lieutenant Governor*

June 13, 2022

Willie Grayeyes, Commission Chair  
San Juan County Board of Commissioners  
San Juan County Health Department  
735 South 200 West Suite 2  
Blanding, UT 84511

Dear Mr. Grayeyes:

With this letter, I am forwarding the one-year contract and work plan for FY23. The total funding allotment for San Juan County Health Department is \$74,251 and includes the following changes over last year:

- Drinking Water funding decreased from \$7,812 to \$7,428. Drinking Water funding is based on the functions agreed to in the Scope of Work.
- All other funding levels remain the same.

The funding becomes effective July 1, 2022, and will be disbursed in quarterly installments beginning August 1, 2022.

Please review the attached documents and complete the required information on Attachment C. If you agree, please sign and submit the contract using Adobe E-sign. The documents will automatically be submitted to Sarah Ward and a copy sent to you. If you have any questions or concerns, please contact Sarah at [sarahward@utah.gov](mailto:sarahward@utah.gov) or 385.332.9574.

Thank you for your continued partnership.

Sincerely,

Kimberly D Shelley  
Executive Director

Enclosures (5):

1. San Juan County Workplan Contract FY2023
2. Attachment A Terms Gov Service
3. Attachment B San Juan County Workplan FY2023
4. Attachment B.5 San Juan County FY2023 Scope of Work
5. Attachment C San Juan County Subaward Terms and Conditions FY2023

CC: via Email w/Enclosures

Ronnie Nieves, Environmental Director, San Juan County Utah Health Department  
Ann Marie Burgess, San Juan County Utah Health Department



# STATE OF UTAH CONTRACT

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

the State Entity, and the following Contractor:

Name: San Juan County Public Health Department  
Address: 735 South 200 West Suite #2  
City: Blanding State: UT Zip: 84511  
Contact Person: Willie Grayeyes  
Phone No. 435.587.3838 Email: williegrayeyes@sanjuancounty.org  
Vendor No. 06866HL Commodity Code No. 92535

### LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

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

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

4. CONTRACT PERIOD: Effective 07/01/2022 Termination Date: 06/30/2023 unless terminated early or Date: extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 74,251 for costs authorized by this contract.

Prompt Payment Discount (if any): Additional information regarding costs: Payments will be made in quarterly installments in the 2<sup>nd</sup> month of each quarter in the applicable fiscal year as follows; August, November, February, and May. The February payment will include the Sanitary Survey funding and will be adjusted, if needed, based on the Surveys completed.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or X Services  
ATTACHMENT B: Annual Workplan and DDW Scope of Work  
ATTACHMENT C: Subaward Terms and Conditions

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

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

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

### CONTRACTOR

### STATE

Contractor's Signature	Date	Agency's Signature	Date
Print Name	Title		

### STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance	Date
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Sarah Ward Agency Contact Person	385.332.9574 Telephone Number	sarahward@utah.gov Email
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**ATTACHMENT A**  
**STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES**

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

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

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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

(Revision Date: 12 December 2019)



# San Juan County Health Department Environmental Service Delivery Plan FY2023

## Reporting

An Annual Report on Performance (due August 31, 2023) and Expenditures (due July 30, 2023)

## Funding Sources

**TOTAL: \$74,251**

### State

General Funds: \$62,245

**NOTE: The following funding sources have restrictions; funds may solely be used for the purpose appropriated.**

### Federal

Air Quality Compliance: \$3,000 CFDA# 66.605 – Performance Partnership Grant Award #BG 99847521

Drinking Water: \$2,524 (Sanitary Surveys & training) plus \$4,904 (Scope of Work) CFDA#66.605 – Performance Partnership

Grant Award #BG 99847521

### Restricted

Used Oil: \$1,078

Mercury and Other Water Quality: \$500

<b>Air Quality</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
<p>Provide air quality information to the public.</p> <p>As appropriate, alert the Division of Air Quality to compliance issues.</p>	<p>Provide information to the public directly - through outreach activities, answers to questions, and/or printed information - and indirectly - via the Web and social media outlets.</p>	<p>A brief summary on how objectives were met. To the extent possible, provide the number of people reached.</p>	<p>Issues requiring action reported directly to Jay Morris, compliance branch manager, at 801-413-6079 or <a href="mailto:jpmorris@utah.gov">jpmorris@utah.gov</a></p> <p>All other information, summarized annually, in conjunction with the End of Year Report.</p>
	<p>As appropriate, refer air quality compliance issues to Division of Air Quality staff.</p>	<p>Timely referral of issues.</p> <p>A brief summary of the types of issues handled directly as part of the annual report.</p>	

Drinking Water			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators.	Provide service as outlined in the attached Drinking Water Scope of Work. (See Attachment B.5)		
Ensure that sanitary surveys are conducted using established forms and following established guidance protocol.	Conduct sanitary surveys for reimbursement (below) using established guidance protocols. Surveys are due to the Division within 30 days of completion. All surveys are to be completed and received by the Division by no later than October 31, 2022. Extension of the deadline needs to be approved by Division on case-by-case basis. The reimbursement amount for any surveys not completed will be subtracted from the February 2023 quarterly payment.	Number of systems surveyed.  Percent of systems with approved ratings.  Percent population served with approved ratings.	When surveys are performed.  Each survey report must be submitted to DDW within 30 days of survey.

UTAH19016	BUCKBOARD CAMPGROUND	\$	456.00
UTAH19037	WIND WHISTLE CAMPGROUND	\$	456.00
UTAH13014	GLEN CANYON NRA - BULLFROG	\$	756.00
UTAH19061	GLEN CANYON NRA - DANGLING ROPE	\$	756.00

Executive Director's Office			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect the integrity of the regulatory process and ensure that enforcement actions are not put at risk due to technicalities that could have been addressed through coordination.	Contractor will coordinate with either a division director or DEQ's Executive Director on anything that directly cites Title 19 and is the subject of a judicial (civil or criminal) enforcement process.	Coordination occurs, as needed.	Annually, in conjunction with the End of Year Report.

Waste Management and Radiation Control			
GOAL	OBJECTIVE	MEASURE	
Protect public health and the environment from exposure to contamination caused by improper treatment, storage and disposal of solid and hazardous waste.	Identify illegal waste tire dumps as SJCHD becomes aware. Attempt to locate responsible party and cause them to remove the tires.	Estimated number of waste tires at dumps. Number of tire piles. Number of removal effort affidavits.	Annually, in conjunction with the End of Year Report.
	Provide information on household hazardous wastes by directing them to EPA's webpage. <a href="https://www.epa.gov/hw/household-hazardous-waste-hhw">https://www.epa.gov/hw/household-hazardous-waste-hhw</a> or Earth 911.com. on how and where to dispose of them.	Number of phone calls from the public.	
	Assist and/or respond to spills and complaints when requested by the district engineer or the Division.	Number of complaints. Number of consultations. Number of follow up inspections.	
	Answer questions and respond to complaints and concerns regarding solid waste.	Inspection reports.	
	LHD do periodic inspections of landfills		
	All staff responding to solid waste questions attends and participates in a training session either electronically or in person if one is hosted by the DWMRC.	Attendance and participation in training.	
Note if a waste tire recycler locates within the SJCHD this plan will be modified to include waste tire recycling reimbursement processing.			

<b>Waste Management and Radiation Control: Used Oil</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
<p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p>	<p><b>Inspect all used oil collection centers (UOCCs) every six months and submit an inspection report with photos documenting compliance.</b></p> <ol style="list-style-type: none"> <li>1. Document inspections on UOCC Inspection Form provided by Division of Waste Management and Radiation Control (DWMRC) either electronically or hardcopy:                             <ol style="list-style-type: none"> <li>a. Ensure all inspection forms are completely filled out. Use N/A if not applicable.</li> <li>b. Annotate time spent to complete the inspection (include travel).</li> <li>c. Add comments, suggestions or issues in the comment section.</li> </ol> </li> <li>2. Attach a copy of photo(s) to each inspection form to document conditions and/or noncompliance and resolutions implemented.</li> <li>3. Gather ALL DIYer log sheets at UOCCs and submit with inspection forms and photo(s) even if only a few entries have been made.</li> </ol>	<p>Inspector will download the most current list of UOCCs for their inspection area via DEQ website. The number of UOCCs inspected versus the total universe goal is 100%.</p> <p>Complete inspection reports must include:</p> <ul style="list-style-type: none"> <li>• Inspection checklists,</li> <li>• Fully filled-out log sheets and Printed/labeled photographs of the each UOCC tank area.</li> </ul> <p>Documentation of any non-compliance and resolutions are annotated on the inspection form in the comment section.</p> <p><b>All UOCC Collection Center log sheets are collected during each inspection and submitted to DWMRC with your inspection reports.</b></p>	<p><b>UOCC inspection reports which include checklist, photos and log sheets submitted to the Division, semi-annually:</b></p> <ul style="list-style-type: none"> <li>• No later than Jan. 20 (for July – Dec. activity)</li> <li>• No later than July 20 (for Jan. – June activity)</li> </ul>

<b>Waste Management and Radiation Control: Used Oil</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
<p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p>	<p><b>Investigate all complaints regarding used oil releases and allegations of used oil violations, including complaints the LHD and DWMRC receive from anonymous sources.</b></p> <ol style="list-style-type: none"> <li>1. Submit written report and, for major problems, photographs, describing the complaint and investigation process, including follow-up procedures and resolutions.</li> <li>2. For complaints that are resolved quickly, documentation should be submitted when the complaint has been resolved.</li> <li>3. For complaints that require extended follow-up, documentation should be submitted periodically.</li> <li>4. Ensure that all complaints are investigated and verify the issues are being addressed in a timely and appropriate manner. If issues do not get resolved, ensure that appropriate enforcement actions are taken. Notify the DWMRC for any assistance needed.</li> </ol>	<p>All complaints regarding used oil releases are listed on the Semi-Annual Used Oil Report Form</p> <p>Allegations for used oil violations are investigated and reported on Used Oil Report Form.</p> <p>Written reports and photographs of investigations and resolutions of major problems are submitted in the annual report.</p>	<p><b>Semi- annually on the UOCC Report Form:</b></p> <ul style="list-style-type: none"> <li>• No later than Jan. 20 (for July – Dec. activity)</li> <li>• No later than July 20 (for Jan. – June activity)</li> </ul>

<b>Waste Management and Radiation Control: Used Oil</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.	Perform public outreach promoting used oil recycling to public groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards and other organizations.	Number of public education presentations performed.	<b>Semi-annually on the UOCC Report Form:</b> <ul style="list-style-type: none"> <li>No later than Jan. 20 (for July – Dec. activity)</li> <li>No later than July 20 (for Jan. – June activity)</li> </ul>
	All used oil staff attend and participate in the used oil training session either electronically or in person if one is hosted by the DWMRC.	Attendance and participation in used oil training by all personnel involved with used oil outreach.	

<b>Water Quality</b>		
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>
<p>Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of local health department.</p>	<p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <ol style="list-style-type: none"> <li>1. Review, approve, and inspect all new, repairs, and alterations to both Conventional and Alternative onsite systems, including Holding Tanks.</li> <li>2. Conduct complaint investigations and pursue corrections of any onsite system failures.</li> <li>3. <b>Collect the \$40 for each new onsite wastewater system installed, and remit fees to DWQ by the 30<sup>th</sup> day of the month following the end of each quarter.</b></li> <li>4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11.</li> <li>5. Assure that all onsite system work is done by persons certified as appropriate according to R317-11.</li> </ol>	<p>Annually, in conjunction with the End of Year Report.</p> <ol style="list-style-type: none"> <li>1. Existence of plan review, perc test, soil log evaluation and inspection records.</li> <li>2. Number of systems approved.</li> <li>3. Number of systems inspected.</li> <li>4. Total number of systems in county.</li> <li>5. Number of Holding Tank approvals issued.</li> <li>6. Number of complaint investigations conducted.</li> <li>7. Number and type of failures identified and/or corrected.</li> <li>8. Fees remitted quarterly to DWQ.</li> <li>9. All staff are certified per R317-11 and identified as being Level 2 or 3.</li> <li>10. All work is done by persons certified per R317-11.</li> </ol>



<b>Water Quality</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
Communication and Training	To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters.	<ol style="list-style-type: none"> <li>1. DWQ will notify LHD by a means of communication, when a representative comes into the LHD area for onsite program business.</li> <li>2. DWQ will be represented at all COWP monthly meetings.</li> <li>3. LHD will attempt to send a representative to monthly COWP meetings.</li> <li>4. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference.</li> <li>5. LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference.</li> </ol>	Annually, in conjunction with the End of Year Report.
Effectively implement and administer the Liquid Waste Program in the collection, storage, transportation and disposal of all sewage wastewater.	<p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard or nuisance or adversely affecting water quality.</p> <ol style="list-style-type: none"> <li>1. Ensure every Liquid Waste Operation working within the boundaries of the LHD holds a valid operating permit.</li> <li>2. Ensure that the disposal sites used by the Liquid Waste operators are maintained in a sanitary</li> </ol>	<ol style="list-style-type: none"> <li>1. Maintain a list of all Liquid Waste operators currently permitted within the LHD jurisdiction.</li> <li>2. LHD may conduct annual inspections on all the liquid waste trucks used by each operator.</li> <li>3. Encourage the operator to obtain a surety bond issued by a corporate surety company.</li> <li>4. LHD may inspect disposal sites used by the liquid</li> </ol>	Annually, in conjunction with the End of Year Report.

Water Quality			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Identify and manage all pollution sources to insure continued beneficial uses of water and public health protection.	manner and adequate to receive and treat these wastes.  Notify DWQ of any new surface water and ground water pollution sources you become aware of.	waste operators, as determined as necessary.  Number of uncontrolled pollution sources and spills identified and addressed or referred to DEQ.  Number of fish kills investigated.	Annually, in conjunction with the End of Year Report.

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

## San Juan Health Department Scope of Work Guidance (FY23)

### Purpose

The purpose of this scope of work is to establish clear goals, objectives, measures, and reporting requirements that the Division of Drinking Water (DDW) and the Local Health Departments (LHDs) have agreed to guide our work together. DDW 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.

### Core Items

#### 1. Track, Manage, and Report on Threshold Systems

A threshold system is a water system that does not currently meet the state or federal definition of a public water system (eight service connections or 25 persons served for sixty days out of the year), but through development may meet that definition in the future. LHDs can notify DDW about a potential water system through the interactive form (<https://forms.gle/e5uNvxWWLCPBKRue6>). LHDs are encouraged to reach out to DDW for assistance or consultation on a potential public water system including on-site inspections or review of potential public or system type status.

LHD's, within their purview, will develop and implement procedures to identify drinking water service threshold systems/business. This can be achieved through planning and zoning notices, miscellaneous notifications, onsite wastewater permitting, and other methods. The procedures will ensure the LHD is aware of new developments outside of public water system boundaries. The LHD will work with DDW to track, monitor, and manage these developments and potential water systems, and will consult with DDW on each case whether a new system meets the PWS criteria or not. When a water system meets the requirements of a PWS, the LHD will report the system to DDW. When possible LHDs will assist in helping new systems meet the requirements set forth in their Initial Water System Order (Welcome to the Club sic).

**Goal:** LHD will be aware of the threshold for becoming a public water system to develop and implement procedures to trigger a review of any new development. Decrease public health gaps for residents receiving drinking water from a system that should be regulated by DDW.

**Objective:** The proliferation of small systems and large communities served water behind a master meter that are unknown to DDW, but should they be a PWS when there is a public health gap. Community development can also grow to cross the regulatory threshold. DDW needs LHD assistance to keep track of these localized types of situations and refer these systems to DDW for regulation when appropriate. The LHD and building authority is uniquely positioned to assist these systems in their transition to regulated PWSs.

**Measure:** Maintain an inventory of threshold systems and update their status annually.

**Report:** Notify DDW on or before the quarterly Action Compliance Strategy Meeting of threshold systems that meet the requirements of a PWS and provide the inventory of threshold systems LHD reviewed in the annual report.

## 2. Consultations with Public Water Systems

The LHD will consult with and provide assistance to local drinking water systems on unapproved or corrective action status, boil orders, notices of violation (NOV), system deficiencies, optimization and technical assistance, training and using WaterLink, and will support water systems performing Level 1 Assessments. The LHD will also confirm the deficiency and violation status of the public water system serving a proposed development and consult with DDW if capacity deficiencies are identified before the development is approved by the LHD. The LHD will inform DDW of concerns and questions received by PWSs to keep DDW aware of developing perceptions and concerns so that DDW can adjust training and outreach accordingly.

**Goal:** Provide local support for PWS compliance and optimization.

**Objective:** Ensure that each PWS has accurate, timely, and localized assistance to ensure their compliance with DDW regulations to protect public health.

**Measure:** Reduce the number of not approved PWSs, minimize the duration of and subsequent follow-up events that result from water system non-compliance.

**Report:** What the LHD is doing to encourage compliance with drinking water rules and standards. Report the number of systems LHD provided support or information to assist in Public Notifications and/or building permit denials due to drinking water deficiencies.

## 3. Emergency Response

The LHD will contact DDW, using the emergency response number, within 4 hours of any incident or emergency that may impact drinking water to ensure best practices will be used to protect public health. Leaving a voicemail on the DDW emergency response number will be sufficient notification in the event of an unanswered call. The LHD will coordinate efforts with DDW to determine what emergency situations they wish to participate in. DDW will notify and/or coordinate with the LHD on all Tier 1 and Maximum Contaminant Level (MCL) Public Notices. The LHD will work with DDW and the PWS on additional sampling requirements and reporting during drinking water emergencies.

**Goal:** Provide rapid and accurate response to protect public health.

**Objective:** Ensure that the public is quickly given accurate and consistent information. Participate in emergency response activities according to established protocols.

**Measure:** Response measures will be event specific.

**Report:** All emergency response activities and results, not already recorded in Waterlink, shall be tracked, managed, and reported to DDW by email per incident.

#### 4. Support Source Protection Programs

The LHD will support public water systems in their efforts to protect their drinking water sources through cooperation, coordination, and communication. Counties of the first and second class are statutorily required to develop and enforce source protection ordinances to protect watersheds, drinking water sources, and public health. Many counties that are not of the first or second class have recognized the value of protecting drinking water sources and have voluntarily implemented source protection ordinances as well. LHDs that have these ordinances will work with county code enforcement to encourage that these ordinances are enforced, consult with DDW whenever there is a change to their ordinance, and respond to DDW inquiries in a timely manner.

**Goal:** To protect the public drinking water supply from potential contamination sources.

**Objective:** To support PWS efforts to protect their sources through cooperation, coordination, and communication. The LHD has more authority than DDW within its local jurisdiction to make significant impacts on source protection. This could be through ordinance, plan review, density planning, coalitions, or other measures.

**Measure:** Document actions related to source protection ordinances such as identifying source protection zones of a PWS to identify properties with restricted activities such as onsite wastewater systems, ground heat source pump inquiries, watershed issues, etc., enforcement, public outreach and education, and other activities.

**Report:** All source protection activities LHDs are involved in shall be tracked, managed, and reported to DDW annually.

#### 5. Public Consultations and Media Inquiries

The LHD in coordination with DDW and the PWS will continue to provide accurate, timely, consistent messaging to the public concerning water systems within its boundaries and ensure that communication is in alignment with DDW programs, policies, and directive whenever practical. Media inquiries regarding public drinking water systems and supplies will be coordinated with DDW whenever practical. This coordination will follow the procedures outlined in the DEQ-LHD Notification Procedure.

**Goal:** To provide transparency to the public with respect to drinking water issues.

**Objective:** Ensure accurate, timely, and consistent messaging with respect to drinking water issues to the public and media.

**Measure:** Agree to participate and coordinate with DDW.

**Report:** Report the number of systems LHD provided support or information to assist in public consultations and media inquiries.

## 6. Investigative Sampling

**Goal:** To reduce the duration of public health concerns, DDW may request the support of LHDs to collect samples. DDW will work with LHDs on which samples are needed and laboratory costs.

**Objective:** To quickly identify the root cause of specific public health concerns.

**Measure:** Number and type of samples collected for each specific event.

**Report:** Number and type of investigative PWS samples collected in relation to any specific event that the DDW requests, along with any correlation between samples collected and issues identified.

## 7. Sanitary Survey Training and Pre-site visit Waterlink Facility Review

**Goal:** Improve accuracy and consistency of site visit inspections

**Objective:** All surveyors attend annual training virtual sessions and in-person support sessions. The in-person session will function as a day to cover questions and answers, and/or the DDW trainer can shadow the LHD surveyors on a site inspection.

**Measure:** Each surveyor will complete both in-person and virtual recordings (\$100 compensation per surveyor)

**Report:** DDW will track virtual training participation using the Webex software.

## 8. Operator Certification

**Goal:** Help DDW ensure that all PWS have a certified operator.

**Objective:** Provide location and proctor for operator certification examinations and help to identify certified operators when a system is without one.

**Measure:** Number of tests proctored.

**Report:** Number of tests proctored.

## 9. Support Backflow and Cross Connection Programs

**Goal:** Prevent contamination of public drinking water supply from cross connections or backflow events.

**Objective:** Support local backflow and cross connection control programs.

**Measure:** LHD specific actions

**Report:** Annually report on LHD specific actions.

ATTACHMENT C  
SUBAWARD TERMS AND CONDITIONS

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

TO BE FILLED OUT BY ENVIRONMENTAL QUALITY:	
Federal Agency	_____ Environmental Protection Agency _____
CFDA Title	<u>Performance Partnership Grant</u> CFDA No. <u>66.605</u>
Award Name	<u>Performance Partnership Grant</u> Award No. <u>BG 99847521</u>
Award Date (MM/DD/YYYY)	<u>09/24/2020</u>
Total Federal Award Amount Obligated this action(contract)	<u>\$10,428</u>
Total of current & prior funds committed under this contract	<u>\$</u>
Expected future commitments under this contract	<u>\$</u>
Research & Development (RND)	YES _____ NO <u>X</u>
Will Indirect Costs Be Charged	YES _____ NO <u>X</u> If yes, what is the approved Rate? _____

TO BE FILLED OUT BY CONTRACTOR:	
Subrecipient Name	<u>San Juan County Public Health Department</u>
DUNS No.	<u>070018296</u>
Zip + 4 No.	<u>84535</u>
In the preceding fiscal year were your annual Federal revenues:	
Greater than \$25,000,000?	YES _____ NO <u>x</u>
Greater than 80% of your total revenue?	YES _____ NO <u>x</u>
If you answer yes to both of these questions, please see section O. for further guidance.	

**Contractor Requirements:**

- A. The contractor will comply with the following: (1) all applicable provisions of 40 CFR Parts 29, 31, 34, and 35 (if applicable), OMB Circulars A-102, A-133 and 2 CFR, Part 225 and (2) any terms and conditions set forth in this assistance agreement or assistance amendment.
- B. The Project Work Plan is the work plan for this award. Performance will be evaluated consistent with the Policy on Performance Based Assistance dated May 31, 1985.
- C. The contractor agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
- D. At the conclusion of the contract, the contractor must notify DEQ of any property acquired or inventions (EPA Form 3340-3) with funds from the contract.
- E. The chief executive officer of this contractor shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized

## ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

under existing law. The contractor shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

F. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contractor may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

G. The contractor of this DEQ subaward must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart C. Additionally, in accordance with these regulations, the contractor must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

- H. 1. The contractor agrees to:
- (a) Establish all subaward agreements in writing;
  - (b) Maintain primary responsibility for ensuring successful completion of the DEQ-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
  - (c) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the contractor;
  - (d) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
  - (e) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
  - (f) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
  - (g) Obtain DEQ’s consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
  - (h) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
2. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the contractor’s DEQ Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. The contractor is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

I. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this



**ATTACHMENT C**  
**SUBAWARD TERMS AND CONDITIONS**

Item 3.

assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

J. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

K. In accordance with OMB Circular A-133, which implements the Single Audit Act, the contractor hereby agrees to obtain a single audit from an independent auditor, if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a contractor's fiscal year or 30 days after receiving the report from the auditor, the contractor shall submit the SF-SAC and a Single Audit Report Package. **The contractor MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>. The contractor shall also submit a copy of the single audit report to DEQ.

L. Universal Identifier Requirements.

1. Requirement for Data Universal Numbering System (DUNS) numbers. The contractor is required to have a DUNS number and provide it to DEQ.

2. Definitions. For purposes of this award term:

a. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

b. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

c. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the contractor award to an eligible subrecipient.

2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

d. Subrecipient means an entity that:

1. Receives a subaward from you under this award; and
2. Is accountable to you for the use of the Federal funds provided by the subaward

M. Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this

## ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to DEQ.

### N. DBE REPORTING

#### GENERAL COMPLIANCE, 40 CFR, Part 33

The contractor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

#### FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

Current Fair Share Objective/Goal

Utah Department of Environmental Quality has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 4.0%; SUPPLIES .25%; SERVICES .5%; EQUIPMENT .25%  
WBE: CONSTRUCTION 2.0% SUPPLIES .25%; SERVICES .5%; EQUIPMENT .25%

#### SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under a DEQ subaward, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 55.503

The contractor agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the contractor receives the award, and continuing until the contract is completed. Only procurements with certified MBE/WBEs are counted toward a contractor's MBE/WBE accomplishments. The reports must be submitted periodically as required.

**ATTACHMENT C**  
**SUBAWARD TERMS AND CONDITIONS**

Reports should be submitted to DEQ. Final MBE/WBE reports must be submitted within 45 days after the contract ends.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**O. COMPENSATION REPORTING**

**1. Reporting Total Compensation of Contractor Executives.**

a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

1. the total Federal funding authorized to date under this subaward is \$25,000 or more;
2. in the preceding fiscal year, you received—
  - (i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
3. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. You must report executive total compensation described in paragraph 1.a. of this award term:

1. To the Department Environmental Quality (DEQ).
2. By the end of the month following the month in which this award is made, and annually thereafter.

**2. Reporting of Total Compensation of Subrecipient Executives.**

a. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

1. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d))

**ATTACHMENT C**  
**SUBAWARD TERMS AND CONDITIONS**

or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

b. Where and when to report. You must report subrecipient executive total compensation described in paragraph

c.1. of this award term:

1. To DEQ.
2. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

3. Exemptions If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- a. subawards,  
and
- b. the total compensation of the five most highly compensated executives of any subrecipient.

4. Definitions. For purposes of this award term:

a. Entity means all of the following, as defined in 2 CFR part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

d. Subrecipient means an entity that:

1. Receives a subaward from you (the recipient) under this award; and
2. Is accountable to you for the use of the Federal funds provided by the subaward.

e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. *Salary and bonus.*
2. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

**ATTACHMENT C**  
**SUBAWARD TERMS AND CONDITIONS**

- 5. *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000

P. Funds cannot be used for receptions, banquets and similar activities unless the events are described in the approved work plan. If an event is not in the work plan, the recipient agrees to obtain prior approval from the Department of Environmental Quality.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective 8/13/2020):**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY  
FEDERAL SUBRECIPIENT VERSUS VENDOR DETERMINATION**  
Reference OMB Circular A-133

<b>Contract Name:</b> Local Health Workplans	<b>Prepared By:</b> Sarah Ward
<b>CFDA Number:</b> 66.605	<b>Date:</b> 01 June 2022

Subrecipient and Vendor Determinations

General: A contractor may be a subrecipient or a vendor. Federal awards expended as a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance below should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

**SUBRECIPIENT/VENDOR CHECKLIST (check YES or NO for each statement)**

Characteristics indicative of a Federal award received by a subrecipient are when the organization:

- | YES                                 | NO                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 1. Determines who is eligible to receive what Federal financial assistance   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Has its performance measured against whether the objectives of the Federal program are met  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 3. Has responsibility for programmatic decision making   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. Has responsibility for adherence to applicable Federal program compliance requirements  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity |

Characteristics indicative of a vendor for payment of goods and services are when the organization:

- | YES                                 | NO                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 6. Provides the goods and services within normal business operations                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7. Provides similar goods or services to many different purchasers                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 8. Operates in a competitive environment   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 9. Provides goods or services that are ancillary to the operation of the Federal program |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. Is not subject to compliance requirements of the Federal program                     |

Use of judgment in making determination: There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Judgment and Factors Used to Make Determination:

**Determination:**  **Subrecipient**  **Vendor**

(If the contractor is determined to be a Subrecipient, the Subaward Terms and Conditions must be an attachment to the contract. Also, review the requirements on page 2 of this document.)

Note: This form applies only to contracts/agreements that are partially or fully funded by Federal money.

If the contractor is determined to be a Subrecipient, the following must be adhered to:

DEQ responsibilities as the pass-through entity: A pass-through entity shall perform the following for the Federal awards it makes:

- (1) Identify Federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award. This information needs to be included in the contract (i.e. in attachment B).
- (2) Advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity. This information also needs to be included in the contract.
- (3) Monitor the activities of subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved. These activities need to be documented in the contract file.
- (4) Ensure that subrecipients expending \$500,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year. Obtain a single audit report and review for applicable findings.
- (5) Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
- (6) Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
- (7) Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part. This requirement is in the State Standard Terms and Conditions; if using other terms and conditions include this as part of the contract.

If grant is subject to FFATA (new federal awards to DEQ after 9/30/10) the following apply:

- (8) Ensure that subrecipients have provided a DUNS (Data Universal Numbering System) number. A DUNS number is provided by Dun and Bradstreet, Inc. (D&B). A subaward cannot be made without this number.
- (9) Report each contract \$25,000 or more to [www.fsr.gov](http://www.fsr.gov). FSRS is the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System. Report subaward information no later than the end of the month following the month in which the obligation was made.

Note: This form applies only to contracts/agreements that are partially or fully funded by Federal money.

		State Contract # _____ Assigned by the Division of Finance or Purchasing
<b>STATE OF UTAH CONTRACT COVER SHEET</b>		
This contract is entered into as a result of:		
<input type="checkbox"/> The procurement process on Bid /RFP # _____		
<input type="checkbox"/> The procurement process on Requisition # _____ FY _____		
<input type="checkbox"/> Pre-approved sole source (approval attached) _____		
<input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation		
<input checked="" type="checkbox"/> Contract with other state agency or political subdivision		
<input type="checkbox"/> Under \$5,000 (total amount for contract period)		
<input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169		
<input type="checkbox"/> Revenue agreement		

1. Agency Name UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY  
Agency Code 480
2. General Purpose of Contract:  
To pay fixed dollar amount for work detailed in Attachment B (Service Delivery Plan) and Attachment B.5 (Drinking Water Scope of Work)
3. Contractor Name San Juan Public Health Department
4. Contract Period: Effective date 07/01/22 Termination date 06/30/23  
(mm/dd/yy) (mm/dd/yy)
5. Authorized Amount: \$74,251
6. Vendor # 06866HL
7. Commodity Code(s) 92535

COMMENTS:
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CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT



**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY  
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

	LEGAL STATUS OF CONTRACTOR: LG <input checked="" type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF ENVIRONMENTAL QUALITY INFORMATION:  Division: _____  Office: _____	NAME OF CONTRACT: <u>LHD Environmental Services</u> Name of Contractor: <u>San Juan Public Health Department</u> Address: <u>735 South 200 West Suite #2</u> <u>Blanding, Utah 84535</u>  DUNS # (if applicable) <u>070018296</u>

**CONTRACT PROVISIONS:** (Select 1 or 2; select 3 if applicable)

- X 1. Vendor Contract - Contractor provides goods or services.
  - X Standard Terms and Conditions used as Attachment A in Contract.
  - Other approved provisions used as Attachment A in Contract.
  
- X 2. Subrecipient Contract - Contractor carries out grant program.
  - X Standard Terms and Conditions used as Attachment A in Contract *and* DEQ Subaward Terms and Conditions used as additional attachment.
  - Other approved provisions used as additional attachment.

**Source of Funds:**

Contract Allocation Sheet											Total
							FFY23		FFY _____		
State/Federal Source	%	CFDA #	Fnd	Agy	Unit	Appr Unit	Obj	Prog/ Func	Amount	Prog/ Func	Amount
<b>AQ</b>	Fed	66.605	1000	480	2621	NDC	7303	2AP21	\$3,000		
<b>DW</b>	Fed	66.605	1000	480	3800	NFB	7303	3PW21	\$7,428		
<b>EnvSrv</b>	GF		1000	480	1450	NAB	7303		\$62,245		
<b>MerCol</b>	TMDL		1000	480	7731	NEB	7303		\$500		
<b>UO</b>	Rest		1000	480	6420	NGG	7303		\$1,078		
<b>UST</b>	Coll		1000	480	4370	NHF	7303	4LHD013			
<b>DE</b>	GF		1000	480	1110	NAA	7303				
<b>Totals</b>									\$74,251		

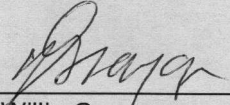
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**Contract with Utah Department of Health and San Juan County, Log # 1810108**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By:  6/21/22  
Willie Grayeyes Date  
County Commission Chair

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



## UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2229214  
Department Log Number

222700714  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The contract amount is being changed. The original amount was \$159,977. The funding amount will be increased by \$32,671 in federal funds. New total funding is \$192,648.

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services (“Department”) and Contractor.**

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$159,977. The funding amount will be increased by \$32,671 in federal funds. New total funding is \$192,648.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Centers for Disease Control and Prevention	Award Number:	6 NU90TP922163-01-01
Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU90TP922163
CFDA Title:	PUBLIC HEALTH EMERGENCY RESPONSE: COOPERATIVE AGREEMENT FOR EMERGENCY	Federal Award Date:	5/19/2021
CFDA Number:	93.354	Funding Amount:	\$32671.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 06/24/2022

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
  
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.

**Contract with Utah Department of Health & Human Services and San Juan County, Log # 2229214**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Willie Grayeyes                      Date  
County Commission Chair

By: \_\_\_\_\_  
Tracy Gruber                                      Date  
Executive Director, Department of  
Health & Human Services



**COMMISSION STAFF REPORT**

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**MEETING DATE:** August 30, 2022

**ITEM TITLE, PRESENTER:** Approval Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 1 by Dr. Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

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**SUMMARY**

This Public Health Crisis Response Workforce Supplemental Grant (09/01/2021 through 06/30/2023) is available to build capacity to address local public health needs deriving from COVID-19.

This can include but not be limited to overtime costs related to responding to COVID-19 and recruiting, hiring, and training personnel. These positions can include senior leadership, entry-level, interns, etc. and fulfill roles such as epidemiologist, evaluator, clinical staff, mental or behavioral health specialists, grant managers, human resources. Location can include the public health department, schools, non-profit private or community-based organizations, especially in medically underserved areas.

Allowable activities can include but are not limited to strategic response to social vulnerability, cross-training for communicable disease and future pandemic response, forming partnerships with academic institutions, emergency preparedness, strategic planning to understand and bridge strengths and gaps, developing and equipping response-ready teams.

**HISTORY/PAST ACTION**

Approval

**FISCAL IMPACT**

The contract amount is being changed. The original amount was \$159,977. The funding amount will be increased by \$32,671 in federally reimbursable funds. New total funding is \$192,648. This does not require a county match.



# UTAH DEPARTMENT OF HEALTH CONTRACT

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

2229214  
Department Log Number

222700714  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL  
**Commodity Code:** 99999

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services (“Department”) and Contractor.**

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah’s public health workforce through the CDC Crisis COVID-19 Public Health Workforce Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
4. **CONTRACT PERIOD:** The service period of this contract is 09/01/2021 through 06/30/2023, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$159,977.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

**DEPARTMENT**

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

Family Health and Preparedness  
Preparedness Grants  
Kevin McCulley  
(801) 273-6669  
kmcculley@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Centers for Disease Control and Prevention	Award Number:	6 NU90TP922163-01-01
Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU90TP922163
CFDA Title:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	Federal Award Date:	5/19/2021
CFDA Number:	93.354	Funding Amount:	\$159977

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

Attachment A: Special Provisions

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

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

Intentionally Left Blank




**Contract with Utah Department of Health and San Juan County, Log # 2229214**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By:  1/16/2021  
Willie Grayeyes Date  
County Commission Chair

By:  1/13/2022  
Shari A. Watkins, C.P.A. Date  
Director, Office Fiscal Operations

ATTACHMENT A - SPECIAL PROVISIONS  
 CDC Crisis Response Cooperative Agreement:  
 COVID-19 Public Health Workforce Supplemental Funding

- I. Definitions
- A. "CDC" means the Centers for Disease Control and Prevention.
  - B. "CWF" means Crisis Workforce Supplemental Funding Cooperative Agreement.
  - C. "DEI" means diversity, equity, and inclusion.
  - D. "Department" means the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness.
  - E. "FTE" Full Time equivalent.
  - F. "General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement" effective July 1, 2019 through June 30, 2024.
  - G. "STLT" means State, Tribal, Local, and Territorial (STLT) governments.
  - H. "Subrecipient" means Local Healthcare Department.
- II. Purpose
- A. The purpose of this agreement is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah's public health workforce through the CDC Crisis COVID-19 Public Health Workforce Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
- III. Department Contact Information
- A. Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:
 

For programmatic technical assistance, contact:  
 Jenny Starley, Program Manager  
 Bureau of Emergency Medical Services and Preparedness  
 (385) 258-0543  
[jstarley@utah.gov](mailto:jstarley@utah.gov)

For financial or budget assistance, contact:  
 Jerry Edwards, Financial Manager  
 Office of Fiscal Operations, Utah Department of Health  
 (801) 538-6647
- IV. Payments
- A. Subrecipient shall submit a final Monthly Expenditure Report, as required by the General Provisions, and for the final funding transfer (no later than July 5, 2023).
  - B. Department agrees to reimburse Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program, as defined in the General Provisions.
- V. COVID-19 Funding
- A. This funding is approved for COVID-19 Public Health Workforce activities, as described in the supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
- VI. Budget and Reporting

- A. Subrecipient may begin spending funds on reimbursable personnel costs as described in Subrecipient's submitted budget upon full execution of this contract. (See Section IX.A.1-4 for examples of such costs.) Non-personnel cost categories (See Section IX.A.5-6 for examples of such costs) require budget review and approval by Department (via email) prior to Subrecipient expenditure.
- B. Subrecipient shall submit to Department bi-annual progress and fiscal reports by:
  - 1. January 7, 2022 (for activity period July 1, 2021 - December 31, 2021);
  - 2. July 7, 2022 (for activity period January 1, 2022 - June 30, 2022);
  - 3. January 7, 2023 (activity period July 1, 2022 - December 31, 2022); and
  - 4. July 7, 2023 (activity period January 1, 2023 - June 30, 2023).
- C. Progress Reporting Requirements:
  - 1. Subrecipient shall provide progress reports to Department regarding hiring goals and DEI metrics by using the Hiring Diversity Goals template located within the Crisis Workforce Development template, tab 9.
- D. Fiscal Reporting Requirements:
  - 1. Subrecipient shall provide fiscal reports to Department on the status update of fiscal commitments made by using the Spend Plan template located within the Crisis Workforce Development template, tab 11 .
- E. Closeout Reporting Requirements, due September 14, 2023:
  - 1. Subrecipient shall submit a closeout report, using a template provided by Department, and will include:
    - a) Final performance progress and evaluation;
    - b) Fiscal report;
    - c) Equipment and supplies tangible personal property report; and
    - d) Final report on DEI metrics.
- F. Subrecipient shall submit additional information to Department upon request to support state and federal reporting requirements.
- G. Subrecipient shall update the Department with any changes to programmatic, and financial points of contact as they occur.

## VII. Department Responsibilities

- A. Department agrees to distribute additional closeout report templates via email no later than thirty (30) days prior to the due date.
- B. Department agrees to provide technical assistance upon request by Subrecipient.

## VIII. Coronavirus Disease 2019 (COVID-19) Funds

- A. Department, as a recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to:
  - 1. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
  - 2. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
  - 3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

- B. Department and Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS–CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: [www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf](http://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf).
- C. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the Department and Subrecipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- D. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, Department is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

#### IX. Allowable Costs

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable.
  - 1. Overtime costs are a very likely and reasonable expense during the response to COVID-19, subrecipient may include projected overtime in their budgets.
    - a) Subrecipient should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.
  - 2. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
    - a) Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
    - b) Temporary or term-limited staff
    - c) Fellows
    - d) Interns
    - e) Contractors or contracted employee
  - 3. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
    - a) Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
    - b) Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists;
    - c) School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
    - d) Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry

- personnel; translation services; trainers or health educators; or other community health workers;
- e) Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
  - f) Any other positions as required to prevent, prepare for, and respond to COVID-19.
4. These individuals may be employed by:
    - a) STLT public health governments or their fiscal agents;
    - b) Schools, school boards, school districts, or appropriate entities for providing school-based health care;
    - c) Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with STLT public health departments, particularly in medically underserved areas; or
    - d) Employment agencies, contracted vendors, or other temporary staffing agencies.
  5. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).
  6. Administrative support services necessary to implement activities funded under this section, including travel and training (to the extent these are not included in recipient indirect costs).

#### X. Allowable Activities

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable, and to use a variety of mechanisms to expand the public health workforce, including, but not limited to:
  1. Using CDC's Social Vulnerability Index (located at <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>) data and tools to inform jurisdiction COVID-19 planning, response, and hiring strategies.
  2. Contracting services: Using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services.
  3. Cross-training: Cross-train staff hired to work on COVID-19 response for other communicable disease response and future pandemic response activities.
  4. Forming partnerships: Form partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines.
  5. Planning: Continuity of operations (plans, protocols, and systems-based) related to emergency preparedness is within scope. If that is something that recipients think is important to do for COVID-19 and beyond.
  6. Strategic Planning: LHD strategic planning, if there is an identified gap in your plans, with how the local health department is organized, or need assistance identifying those gaps, that is certainly something CDC would support. This could mean hiring a consultant or purchasing a decision-support tool to help you review your strategic vision for the future.

7. Strike Force Teams: developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact.
8. Training: Focus on COVID-19 and preparedness activities, cross-training of COVID-19 staff for other communicable disease response activities, clinical staff activities.

XI. Unallowable Costs

- A. Research.
- B. Clinical care
- C. Publicity and propaganda (lobbying):
  1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  2. See Additional Requirement 12 for detailed guidance on this prohibition an additional guidance on lobbying: [https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)

XII. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

- A. Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
 Shirley K Byrd, Grants Management Officer  
 Centers for Disease Control and Prevention  
 Branch IV, Team II  
 2935 Flowers Road  
 Atlanta, GA  
 Email: [skbyrd@cdc.gov](mailto:skbyrd@cdc.gov) (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201  
 Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or

Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)



## 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

1931112  
Department Log Number

192700359  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is 2019-2023 EPICC- San Juan Health Department Amendment 10.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** Update Special Provisions for 1815 grant. Increase federal funding amount for FY23 1815.
4. **CHANGES TO CONTRACT:**
  1. The contract amount is being changed. The funding amount will be increased by \$8,160 in federal.
  2. Attachment A, effective 7/1/2022, is replacing Attachment A, which was effective 9/30/2021.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	This project will implement interventions in Utah that will improve outcomes for the residents of Utah specific to diabetes and hypertension and the related risk factors.	Award Number:	5 NU58DP006512-05-00
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU58DP006512
CFDA Title:	IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE-FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL	Federal Award Date:	6/19/2022
CFDA Number:	93.426	Funding Amount:	\$4080.

Add



Federal Program Name:	This project will implement interventions in Utah that will improve outcomes for the residents of Utah specific to diabetes and hypertension and the related risk factors.	Award Number:	5 NU58DP006512-05-00
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU58DP006512
CFDA Title:	IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE-FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL	Federal Award Date:	6/19/2022
CFDA Number:	93.426	Funding Amount:	\$4080.

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2022
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
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.

**Contract with Utah Department of Health & Human Services and San Juan County, Log # 1931112**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Willie Grayeyes                      Date  
County Commission Chair

By: \_\_\_\_\_  
Tracy Gruber                                      Date  
Executive Director, Department of  
Health & Human Services

**Attachment A - Special Provisions – 6/30/2022  
San Juan County Health Department FY22 1807-1815-1817**

**Healthy Environments Active Living (HEAL)**

**I. DEFINITIONS**

- A. ADA means American Diabetes Association.
- B. ANNUAL FUNDING PERIOD means year five; July 1, 2022- June 30, 2023.
- C. CATALYST means the reporting system that local health departments will be reporting completed activities, successes, and challenges while implementing activities.
- D. CDC means Center for Disease Control and Prevention.
- E. CKD means Chronic Kidney Disease.
- F. CHW means Community Health Worker.
- G. DEPARTMENT means the Utah Department of Health and Human Services, Healthy Environments Active Living (HEAL) Program.
- H. DSMES means Diabetes Self-Management Education and Support.
- I. ECE means Early Care and Education system.
- J. EHR means Electronic Health Record.
- K. EXECUTIVE ULACHES means a small committee of Local Health Officers and Local Health Promotion Directors from the local health departments. The Utah Association of Local Health Departments appoints these individuals.
- L. FSG means Food Service Guidelines.
- M. GOVERNANCE means a committee formed under SB21 in the 2009 General Session, consisting of DEPARTMENT and Local Health Department representatives; provides a process for processing applications for federal grants and establishing goals and budgets.
- N. HIT means Health Information Technology.
- O. HTN means Hypertension
- P. NDPP means National Diabetes Prevention Program
- Q. SMBP means Self Measured Blood Pressure.
- R. SUB-RECIPIENT means San Juan County Local Health Department.
- S. TOPSTAR means *Teaching Obesity Prevention in Early Childcare and Education Settings*.
- T. ULACHES means Utah Local Association of Local Health Department’s affiliate, the Utah Association for Community Health Education Specialists.

**II. FUNDING**

- A. The source of funding provided for this agreement is allocated annually from the following federal programs and awards:

Total amount funded with CDC 1807 Grant (4287) \$14,197.12

<b>CFDA number</b>	93.439
<b>CFDA title</b>	Assistance Programs for Chronic Disease Prevention and Control
<b>Award name</b>	State Physical Activity and Nutrition Program
<b>Award number</b>	5 NU58DP006496-4-00
<b>Award date</b>	June 25, 2021
<b>Annual Funding Cycle</b>	September 30, 2021- September 29, 2022
<b>Name of Federal Agency</b>	DHHS-PHS-CDC

<b>Pass through Agency</b>	State of Utah, Department of Health and Human Services
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Total amount funded with CDC 1815 Grant (4230) \$8,160.00

<b>CFDA number</b>	93.426
<b>CFDA title</b>	Interventions in Utah that will improve outcomes for the residents of Utah specific to diabetes and hypertension and related risk factors
<b>Award name</b>	Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke-Financed in part by 2018 Prevention and Public Health
<b>Award number</b>	5 NU58DP006512-05-00
<b>Award date</b>	June 19,2022
<b>Annual Funding Cycle</b>	June 30, 2022- June 29, 2023
<b>Name of Federal Agency</b>	DHHS-PHS-CDC
<b>Pass through Agency</b>	State of Utah, Department of Health and Human Services

Total amount funded with CDC 1817 Grant (4260) \$40,790.00

<b>CFDA number</b>	93.435
<b>CFDA title</b>	Innovation Awards—Diabetes, Heart Disease and Stroke
<b>Award name</b>	Innovative State and Local Public Health Strategies to Prevent and Manage Diabetes and Heart Disease and Stroke
<b>Award number</b>	5 NU58DP006609-04-00
<b>Award date</b>	June 25, 2021
<b>Annual Funding Cycle</b>	September 30, 2021- September 29, 2022
<b>Name of Federal Agency</b>	DHHS-PHS-CDC
<b>Pass through Agency</b>	State of Utah, Department of Health and Human Services

- B. UEI Number: MB6FBMGL85M3
- C. Indirect Cost Rate: [0%]
- D. As set forth in the funding periods below, the DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of \$63,147.12 for expenditures made by the SUB-RECIPIENT directly related to this project as described in Section III Services A - C.
  - i. Allowable expenditures are wages and salaries, fringe benefits, supplies, travel, subcontract costs, consultants and current expense.
  - ii. The SUB-RECIPIENT shall report monthly expenditures, using a separate line item for each allocation coding as shown in Section III Services, on the Monthly Expenditure Report submitted to the DEPARTMENT.
- E. By March 1, 2023, the DEPARTMENT and the SUB-RECIPIENT will jointly review expenditures to determine if at least 35% of funds have been expended on activities as allocated.
  - i. If SUB-RECIPIENT is below 35% expenditures a written plan of action will be submitted by DEPARTMENT to the SUB-RECIPIENT to ensure utilization of remaining funds for contract and funding purposes.
  - ii. Over a three-year time period if, the SUB-RECIPIENT consistently underspends funds, the DEPARTMENT will work with Executive ULACHES and GOVERNANCE to determine appropriate reallocation of funds.
- F. Funds may only be used for services provided up to the maximum amounts listed in the tables in Section III Services:

**III. SERVICES**

<b>Amount</b>	<b>Shall be reimbursed by the DEPARTMENT for expenditures under:</b>	<b>Funds may be expended between:</b>	<b>Allocation Coding</b>
<u>Up to \$9,174.12</u>	CDC 1807 Grant (Physical Activity and Nutrition)	September 30, 2021 and September 29, 2022	4287/PN22
<u>Up to \$5,123.00</u> allocated in Y3 budget	CDC 1807 Grant (Physical Activity and Nutrition)	September 30, 2021 and September 29, 2022	4287/PN22/EXAT

- A. The SUB-RECIPIENT shall conduct the following activities related to the 1807 grant:
- i. Strategy 1—Implement Food Service Guidelines (FSG):
    1. Eat Well Utah
      - a. In partnership with DEPARTMENT staff, provide technical assistance and recommendations for Eat Well implementation to at least two worksites and community venues based on opportunities identified in the environment scan and patron needs assessments.
    2. Eat Well Utah Environment Scan Tool
      - a. In partnership with DEPARTMENT staff, ensure Eat Well Utah changes are reassessed using the Eat Well Utah environment scan tool, reviewed, and recognized through the Eat Well Utah Award.
    3. Eat Well Utah Award
      - a. Promote the Eat Well Utah Award.
  - ii. Strategy 2—Implement interventions supportive of breastfeeding that address workplace compliance with the federal lactation accommodation law:
    1. Lactation Accommodation Compliance
      - a. Identify at least one worksite through the Scorecard, not in compliance with the Federal Lactation Accommodation Law and provide technical assistance to help them become compliant.
  - iii. Strategy 3—Increase Physical Activity Opportunities:
    1. Active Transportation Plans
      - a. Contribute to a state database of cities and towns that have adopted Active Transportation plans.
    2. Transportation and Planning Coalitions
      - a. Participate in local or regional transportation and planning coalitions/committees.
    3. Technical Assistance to Communities
      - a. Provide technical assistance to at least one community seeking to update their general plan or active transportation plan.
    4. Develop State Database of Video Intercept Surveys
      - a. Conduct at least five video intercept (or audio with picture) surveys.
    5. Develop a parks, playgrounds, and recreation areas inventory
      - a. Conduct an inventory of parks, playgrounds, and recreation areas within the SUB-RECIPIENT’S jurisdiction, including location and features. Submit to DEPARTMENT via Catalyst.

Amount	Shall be reimbursed by the DEPARTMENT for expenditures under:	Funds may be expended between:	Allocation Coding
<u>Up to \$4,080.00</u>	CDC 1815 Grant (Category A, Diabetes)	June 30, 2022 and June 29, 2023	4230/HRT23/DIAB
<u>Up to \$4,080.00</u>	CDC 1815 Grant (Category B, Heart Disease)	June 30, 2022 and June 29, 2023	4230/HRT23/HDST

B. The SUB-RECIPIENT shall conduct the following activities related to the 1815 grant:

- i. Strategy A4—Refer prediabetes patients to CDC-recognized lifestyle change programs:
  - 1. Lifestyle change programs
    - a. Continue to work with four clinics from year four as well as four new clinics during the current ANNUAL FUNDING PERIOD. Provide resources to clinics to help them implement workflow policies to identify patients with prediabetes and refer them to the National Diabetes Prevention Program (DPP). You may utilize the AMA STAT Toolkit and engage CHWs and clinic staff to assist with referrals in the National DPP lifestyle change program.
- ii. Strategy A5—Collaborate with payers and relevant public and private sector organizations within the state to expand the availability of the National DPP for one or more of the following groups: Medicaid beneficiaries; state/ public employees; employees of private sector organizations:
  - 1. National DPP Coverage
    - a. Use resources from the Coverage Toolkit to facilitate conversations with four new worksites during the current ANNUAL FUNDING PERIOD.
      - i. SUB-CONTRACTOR can complete this activity by encouraging worksites to do at least one of the following:
        - 1. Offer the National DPP lifestyle change program.
        - 2. Refer to existing National DPP lifestyle change programs or coordinate with existing National DPPs to provide National DPP to their employees.
        - 3. Develop a policy to provide payment for National DPP participation for employees.
- iii. Strategy A6— Implement strategies to increase enrollment in CDC-recognized lifestyle change programs:
  - 1. National DPP Enrollment
    - a. Provide support to one new or existing CDC- recognized National DPP organizations.
  - 2. Compass Software System
    - a. Provide technical assistance related to Compass software to National DPP sites that have an MOA in place with the DEPARTMENT.

- iv. Strategy A7- Develop a statewide infrastructure to promote long-term sustainability/reimbursement for Community Health Workers (CHWs) as a means to establish or expand their use:
  - 1. CHW as Lifestyle coaches
    - a. Facilitate the training of two CHWs as lifestyle coaches for the National DPP lifestyle change program.
  - 2. CHW Education
    - a. Educate one CHW on Diabetes Self-Management Education and Support (DSMES) and the National DPP.
- v. Strategy B2- Promote quality measurements to monitor healthcare disparities:
  - 1. Identify Disparities in Clinic’s Electronic Health Records (EHRs)
    - a. Work with four clinics to help identify healthcare disparities using EHRs.
- vi. Strategy B6—Facilitate self-measured blood pressure monitoring:
  - 1. Implement Self-Monitoring Blood Pressure (SMBP) Programs
    - Work with four clinics to implement or improve self-monitoring blood pressure programs.

Amount	Shall be reimbursed by the DEPARTMENT for expenditures under:	Funds may be expended between:	Allocation Coding
<u>Up to \$13,600.00</u>	CDC 1817 Grant (Category A, Diabetes)	September 30, 2021 and September 29, 2022	4260/DSM22/DIAB
<u>Up to \$13,600.00</u>	CDC 1817 Grant (Category B, CVD)	September 30, 2021 and September 29, 2022	4260/DSM22/HDST
<u>Up to \$6,325.00</u> Allocated in Y3 budget	CDC 1817 Grant (Category A, Diabetes)	September 30, 2021 and September 29, 2022	4260/DSM22/DIAB/EXAT
<u>Up to \$7,265.00</u> Allocated in Y3 budget	CDC 1817 Grant (Category B, CVD)	September 30, 2021 and September 29, 2022	4260/DSM22/HDST/EXAT

- C. The SUB-RECIPIENT shall conduct the following activities related to the 1817 grant:
- i. Strategy A3- Implement tailored communications/messaging to reach underserved populations at greatest risk for type 2 diabetes to increase awareness of prediabetes and the National DPP:
    - 1. Ad Council Prediabetes Advertisement
      - a. Identify opportunities for free placement of Ad Council prediabetes video advertisements in Utah’s high burden subpopulation areas. (Libraries, medical offices, waiting rooms, etc.)
  - i. Strategy A5—Collaborate with payers and relevant public and private sector organizations within the state to expand the availability of the National DPP for one or more of the following groups: Medicaid beneficiaries; state/ public employees; employees of private sector organizations:
    - 1. National DPP Coverage
      - a. Use resources from the Coverage Toolkit to facilitate conversations with one new, year five, worksites.
        - i. SUB-CONTRACTOR can complete this activity by encouraging worksites to do at least one of the following:
          - 1. Offer the National DPP lifestyle change program

2. Refer to existing National DPP lifestyle change programs or coordinate with existing National DPPs to provide National DPP to their employees.
3. Develop a policy to provide payment for National DPP participation for employees.
- ii. Strategy A7- Develop a statewide infrastructure to promote long-term sustainability/reimbursement for Community Health Workers (CHWs) as a means to establish or expand their use:
  1. CHW as Lifestyle coaches
    - b. Facilitate the training of one CHW as lifestyle coaches for the National DPP lifestyle change program.
- ii. Strategy A8— Increase use of clinical decision support within the EHR to promote early detection of chronic kidney disease (CKD) in people with diabetes:
  1. Early detection of CKD in EHRs
    - a. Increase use of clinical decision support within the EHR of one clinic to promote early detection of CKD in people with diabetes.
- iii. Strategy B1- Identify patients with undiagnosed hypertension using EHRs/HIT:
  1. Undiagnosed hypertension (HTN)
    - a. Work with one clinic to develop policies/workflows to identify patients with undiagnosed HTN.
  2. Community Action Plan
    - b. Partner with one clinic and stakeholders to identify patients in the community with undiagnosed HTN.
- iv. Strategy B2- Promote evidence-based quality measure:
  1. Stratify standard quality measures
    - a. Work with one clinic to stratify quality measures by high burden subpopulations (Blacks, African Americans, low-Income, Native Americans/Indians.)
  2. Implement clinic interventions to reduce disparities
    - b. Implement clinic interventions with one clinic to identify and address barriers to achieving blood pressure control or cholesterol control.
- v. Strategy B3- Engage non-physician team members in HTN and Cholesterol management:
  1. Implement team based care models
    - a. Implement clinic interventions with one clinic to identify and address barriers to achieving blood pressure control or cholesterol control.
- vi. Strategy B4- Promote Medication Therapy Management (MTM):
  1. Promote and Increase MTM
    - a. Work with one provider to promote and increase MTM
- vii. Strategy B5- Engage CHWs in clinical and community settings:
  1. Increase CHWs in clinics
    - a. Promote and increase the use of CHWs/patient navigators in clinics for cholesterol and hypertension management and help clinics expand the role of existing CHWs to support hypertension and cholesterol management

#### **IV. RESPONSIBILITY OF THE SUB-RECIPIENT**

- A. The SUB-RECIPIENT staff shall participate in at least one site visit with the DEPARTMENT staff.
- B. The SUB-RECIPIENT staff shall attend the annual DEPARTMENT Forum.



- C. The SUB-RECIPIENT staff shall attend the Healthy Living and Chronic Conditions Disease Management (CCDM) workgroups.
- D. The SUB-RECIPIENT shall provide detailed reports on progress and results by the following dates:
  - i. January 15, 2023
  - ii. April 15, 2023
  - iii. July 15, 2022
  - iv. October 15, 2022
- E. The SUB-RECIPIENT shall use CATALYST to document the progress made on the activities to the DEPARTMENT's Program Liaison. The SUB-RECIPIENT shall ensure that necessary information is entered into all required reporting fields.
- F. The SUB-RECIPIENT shall provide progress, results and performance measure data as outlined in Catalyst.
- G. The DEPARTMENT will provide additional evaluation criteria as agreed upon by DEPARTMENT and ULACHES.

**V. RESPONSIBILITY OF DEPARTMENT**

- A. The DEPARTMENT agrees to provide written confirmation of receipt of reports within ten working days
- B. The DEPARTMENT agrees to provide written feedback on results or progress within 20 working days of receipt of quarterly progress and end-year reports.
  - i. The SUB-RECIPIENT agrees to reply to feedback, in the space provided in CATALYST, within ten working days of receipt of DEPARTMENT feedback.
- C. The DEPARTMENT agrees to provide training and technical assistance as requested or needed.
- D. The DEPARTMENT agrees to conduct one site visit during the contract period at mutually agreed upon times with a jointly developed agenda during contract period.
- E. The DEPARTMENT agrees to communicate annual spending to the SUB-RECIPIENT.



## COMMISSION STAFF REPORT

**MEETING DATE:** August 30, 2022

**ITEM TITLE, PRESENTER:** Approval of 2019-2023 Environment, Policy and Improved Clinical Care (EPICC) - San Juan Health Department Amendment 10 by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

### SUMMARY

The new name of this contract is Healthy Environments and Active Living (HEAL), changed from Healthy Living through Environmental, Policy, and Improved Clinical Care (EPICC). The purpose of this contract is to enable the San Juan County Public Health Department to do the following:

- Grant 1807 Nutrition and Physical Activity: Implement food service guidelines through Eat Well Utah, support compliance with federal breastfeeding accommodation law, and increase physical activity opportunities.
- Grant 1817 Diabetes - Implement messaging to underserved populations at greatest risk for type 2 diabetes, promotion of lifestyle and clinical programs for diabetes prevention and self-management.
- Grant 1817 Hypertension - Identify high-risk patients and community members with undiagnosed hypertension, improve clinical measures and interventions, and adopt community health workers/patient navigators in clinical settings, in order to help patients achieve cholesterol/blood pressure control.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

The contract amount is being changed. The funding amount will be increased by \$8,160 in federally reimbursable funds through June 29, 2023. The new total in federally reimbursable funds is \$63,147.12.



## COMMISSION STAFF REPORT

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**MEETING DATE:** August 30, 2022

**ITEM TITLE, PRESENTER:** Approval of San Juan County - Immunizations - 2019 Amendment 3 by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

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### SUMMARY

The purpose of this funding is to provide immunization services in San Juan County and enable San Juan Public Health to develop a one-year Immunization Action Plan to improve vaccination rates for all residents for infants/children, adolescents, adults, and special populations; facilitate hepatitis B prevention; and facilitate national public awareness immunization campaigns;

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

1. The original amount was \$67,707.00. The funding amount will be increased by \$6,917.00 in federal funds. The funding amount will be increased by \$15,652.00 in state funds. New total funding is \$90,276.00 with \$22,569.00 for the period July 1, 2022 to June 30, 2023.



**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

1915812  
Department Log Number

192701007  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Immunizations - 2019 Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment "A" in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The original amount was \$67,707.00. The funding amount will be increased by \$6,917.00 in federal funds. The funding amount will be increased by \$15,652.00 in state funds. New total funding is \$90,276.00.

2. Attachment "A", effective July 1, 2022, is replacing Attachment "A", which was effective July 2021. The document title is changed, Articles "I" and "II" are changed, Article "III" Section A, is changed, Subsections 1,d) and 3.c), are changed and Subsection 4, is added, Articles "IV" through "VII" are changed, and Article "VIII" is added.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Immunization and Vaccines for Children	Award Number:	5 NH23IP922580-04-00
Name of Federal Awarding Agency:	Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
CFDA Title:	IMMUNIZATION COOPERATIVE AGREEMENTS	Federal Award Date:	7/1/2022
CFDA Number:	93.268	Funding Amount:	\$6917.00

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

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.



Attachment A: Special Provisions  
 San Juan County - Immunizations - 2019 - Amendment 3  
 Effective Date: July 1, 2022

I. GENERAL PURPOSE:

A. The general purpose of this contract is to provide immunization services.

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "Department" means Department of Health and Human Services, Immunization Program.
- C. "EpiTrax" means State of Utah disease reporting system.
- D. "Healthy People 2020" means federal health indicators and goals to increase immunization rates and reduce preventable infectious disease.
- E. "PIO" means Public Information Officer.
- F. "SMART" means specific, measurable, attainable, realistic and timely.
- G. "Subrecipient" means Contractor and San Juan County.

III. FUNDING:

- A. New total funding is \$90,276.00.
  - 1. \$22,569.00 for the period July 1, 2019 to June 30, 2020.
    - a) \$5,642.00 for the period July 1, 2019 to September 30, 2019.
    - b) Up to \$11,285.00 for the period July 1, 2019 to December 31, 2019.
    - c) Up to \$16,927.00 for the period July 1, 2019 to March 30, 2020.
    - d) Up to \$22,569.00 for the period July 1, 2019 to June 30, 2020.
  - 2. \$22,569.00 for the period July 1, 2020 to June 30, 2021 with the following allowable amounts for each incremental period based on unused available funds.
    - a) \$5,642.00 for the period July 1, 2020 to September 30, 2020.
    - b) Up to \$11,285.00 for the period July 1, 2020 to December 31, 2020.
    - c) Up to \$16,927.00 for the period July 1, 2020 to March 30, 2021.
    - d) Up to \$22,569.00 for the period July 1, 2020 to June 30, 2021.
  - 3. \$22,569.00 for the period July 1, 2021 to June 30, 2022 with the following allowable amounts for each incremental period based on unused available funds.
    - a) \$5,642.00 for the period July 1, 2021 to September 30, 2021.
    - b) Up to \$11,285.00 for the period July 1, 2021 to December 31, 2021.
    - c) Up to \$16,927.00 for the period July 1, 2021 to March 30, 2022.
    - d) Up to \$22,569.00 for the period July 1, 2021 to June 30, 2022.
  - 4. \$22,569.00 for the period July 1, 2022 to June 30, 2023 with the following allowable amounts for each incremental period based on unused available funds.
    - a) \$5,642.00 for the period July 1, 2022 to September 30, 2022.
    - b) Up to \$11,285.00 for the period July 1, 2022 to December 31, 2022.
    - c) Up to \$16,927.00 for the period July 1, 2022 to March 30, 2023.
    - d) Up to \$22,569.00 for the period July 1, 2022 to June 30, 2023.

- B. 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 program.
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- D. Pass-through Agency: Utah Department of Health.
- E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

IV. DEPARTMENT CONTACT:

- A. The day to day operations and dispute contact is Rich Lakin, rlakin@utah.gov, (801) 554-9827.

V. RESPONSIBILITIES OF SUBRECIPIENT:

- A. For the Immunization Action Plan, the SUBRECIPIENT shall;
  - 1. Develop a one-year Immunization Action Plan with a minimum of three measurable objectives that identify the priority, achievable and affordable activities that the best available evidence indicates, improvise and sustains vaccination coverage level for all residents of the jurisdiction among: infants/children, adolescents, adults and special population.
    - a) Include the rationale for choosing the objectives and activities;
    - b) Implement, conduct and monitor outcomes for each objective and activity;
    - c) Activities shall focus on low and lagging vaccination coverage levels for the population identified;
    - d) Develop objectives using the SMART format;
    - e) New objectives shall not be repeated from the previous five-year grant project period and from the past year;
    - f) New objectives shall correlate with the immunization's goals in the Utah Health Improvement Plan 2017 – 2020 (<https://ibis.health.utah.gov/pdf/opha/publication/UHIP.pdf>);
    - g) Designate and identify a staff member to act as the local Immunization Coordinator who is the primary contact with the DEPARTMENT.
- B. For Perinatal Hepatitis B, the SUBRECIPIENT shall;
  - 1. Designate and identify a staff member to act at the local Hepatitis B Coordinator who conducts case management, follow-up and data reporting/entry into EpiTrax;
  - 2. Comply with Utah Department of Health, Perinatal Hepatitis B Prevention Program Guidelines ([http://www.immunize-utah.org/pdf/Perinatal\\_HepatitisB\\_Program\\_Guidelines\\_2015.pdf](http://www.immunize-utah.org/pdf/Perinatal_HepatitisB_Program_Guidelines_2015.pdf)).
- C. For Media, the SUBRECIPIENT shall;
  - 1. Develop an immunization media plan in coordination with the local Nursing Director, Immunization Coordinator, and local immunization coalitions;
  - 2. Include the National public awareness immunization campaigns such as the National Infant/Toddler Immunization (April); Utah Adolescent Immunization Awareness (May); Back to School/College (July/August); and Utah Adult Immunization Awareness Month (October). The media plan for adult immunization awareness shall be comprehensive and shall not focus solely on influenza vaccine awareness;



- 3. Target the following mixed audience demographic;
  - a. Parents of infants and young children (women 18-35) (National Infant Immunization Week and Back to School);
  - b. Parents of adolescents (adults 25-54) (Adolescent Week and Back to School);
  - c. Older adults 50+ (Utah Adult Immunization Month, October).
- 4. The PIO shall secure media buys based on the media plan that may include TV, radio, web streaming, and/or print media.
  - a. Allowable costs may include: production and air times, banners and flyers used to advertise specific events or clinics;
  - b. PIO coordinates media buys with PIOs in adjacent local health department jurisdictions that may share media outlets (example radio, newspaper) to maximize the use of media funds.
- D. For Intergenerational Poverty:
  - 1. In an effort to support families who are experiencing intergenerational poverty and who desire to break the cycle for themselves and their children, the SUBRECIPIENT will reach out directly to families who self-identify or who have signed formal releases of consent to have their information shared with local health departments and other state agencies to be informed of resources and programs available that will promote positive health outcomes for themselves and their children.

VI. REPORTS:

The SUBRECIPIENT shall:

- A. Ensure all information for each mother and infant birth is fully complete in EpiTrax and follow all established CDC required protocols for case management contained in the Utah Perinatal Hepatitis B Prevention Guidelines (Healthy People 2020 Goal);
- B. Submit Perinatal Hepatitis B Case information to EpiTrax perinatal component within 30 days of a client's identification of Hepatitis B;
- C. Submit each item no later than the due date;

<u>Report Title</u>	<u>Due Date</u>
1. LHD Immunization Activity Implementation Plan Objective & Activities	August 1
2. Budget	
3. Final Report for Previous Year's Immunization Activity Implementation Plan	July 31
4. Immunization Media Campaign Report	August 1
5. Coordinator Report	August 1

- D. Include the following data elements in LHD Immunization Activity Implementation Plan Objective & Activity report;
  - 1. Subrecipient name;
  - 2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
  - 3. Report completed by, phone number and email address;
  - 4. Nursing Director name, signature and date;
  - 5. Objective number 1, 2, and 3. E.g. Objective 1, Objective 2 and Objective 3;
  - 6. New or baseline data, select one;
  - 7. Activity name and description;
  - 8. Evaluation measures;
  - 9. Timeline.

- E. Include the following data elements in the Budget;
1. Subrecipient name;
  2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
  3. Report completed by, phone number and email address;
  4. Nursing Director name, signature and date;
  5. Funding and Revenue (title);
    - a. Subrecipient funding and amount;
    - b. Media and amount;
    - c. Perinatal and amount;
    - d. Total and amount.
  6. Expenses (title);
    - a. Personnel – Immunization Coordinator name and amount;
    - b. Personnel – Hepatitis B Coordinator name and amount;
    - c. Fringe benefits, rate as a percent of salary and amount;
    - d. Travel – Instate, number of miles at \$0.38 each mile and amount;
    - e. Travel – Instate, lodging, meals, etc., and amount;
    - f. Travel - Out of state amount. Includes: travel, lodgings, meals, registration, etc.;
    - g. Other Expenses – Infant Immunization Week and amount;
    - h. Other Expenses – Immunization Awareness Month and amount;
    - i. Other Expenses – Utah Adolescent and amount;
    - j. Other Expenses – Utah Adult Immunization and amount;
    - k. Other Expenses – Staff Training and amount;
    - l. Other Expenses – Client/Parent Education/training and amount;
    - m. Other Expenses – Perinatal Hepatitis B Case Management and amount;
    - n. Total Expense and amount.
- F. Include the following data elements in the Final Report for Previous Year's Immunization Activity Implementation Plan report;
1. Subrecipient name;
  2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
  3. Report completed by, phone number and email address;
  4. Nursing Director name, signature and date;
  5. Objective number and 1, 2, and 3. E.g. Objective 1, Objective 2 and Objective 3;
  6. New or baseline data, select one for each objective;
  7. Result for each objective to reach objectives;
  8. Evaluation Measures for each objective;
  9. Barriers and Challenges for each objective.
- G. Include the following data elements in the Immunization Media Campaign Report;
1. Subrecipient name;
  2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
  3. Report completed by, phone number and email address;
  4. Budget;
    - a. Direct mail and amount;
    - b. Internet and amount;
    - c. Social media and amount;
    - d. Outdoor advertising and amount;
    - e. Print and amount;
    - f. Radio and amount;
    - g. TV and amount;

- h. Not categorized above and amount;
    - i. Total and amount.
  - 5. Marketing Strategy; and
    - a. Population name and Marketing Strategy.
  - 6. Media Summary (for each media type):
    - a. Media type and media. E.g. TV, radio, print, etc.;
    - b. Media outlet name and outlet name;
    - c. Summary of media and description of media. E.g. 30-second TV spot, size of print ad, number of impressions, bonus spots, etc.
- H. Include the following data elements in the Coordinator report:
  - 1. Subrecipient name;
  - 2. Reporting period. E.g. July 1, 2019 to June 30, 2020;
  - 3. Report completed by, phone number and email address;
  - 4. Immunization Coordinator and name;
  - 5. Immunization Coordinator contact information and phone number and email address;
  - 6. Hepatitis B Coordinator and name;
  - 7. Hepatitis B Coordinator contact information and phone number and email address.

VII. RESPONSIBILITIES OF THE DEPARTMENT  
THE DEPARTMENT agrees to:

- A. Provide technical assistance and consultation to the SUBRECIPIENT on: vaccine preventable disease, vaccine issues, school rule, Vaccine for Children Program, preparedness planning/implementation related to vaccine and distribution, and coalition/partnership development;
- B. Provide technical assistance and consultation to the SUBRECIPIENT on perinatal Hepatitis B prevention;
- C. Provide support services to the SUBRECIPIENT related to perinatal Hepatitis B including: laboratory report forms, payment for testing of perinatal-related Hepatitis B blood specimens submitted to the Division of Disease Control and Prevention, Utah Public Health Laboratories and provide Hepatitis B Immune Globulin to designated birth facility for infant as funding allows;
- D. Provide immunization forms and literature to the SUBRECIPIENT as funding allows;
- E. Provide, support to the SUBRECIPIENT for immunization best practices as funding allows such as, Travax and refrigerators;
- F. Provide a report to the SUBRECIPIENT with the amount of all Federal funding and non-cash assistance provided by January 31 of each year.

VIII. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of June 30, 2023.