BOARD OF COMMISSIONERS MEETING

Electronic Meeting
April 06, 2021 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting https://us02web.zoom.us/j/82064982535 Meeting ID: 820 6498 2535 One tap mobile +16699006833,,82064982535# US (San Jose)

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

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

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

1. Approval of the March 2, 2021 Commission Meeting Minutes
2. Approval of the Check Registers 02/23/2021 to 03/30/2021
3. Annual Employee Benefit Renewal Forms Approval
4. Ratification of a Small Purchase of $4,747.50 for Surveyor Equipment
5. Continued COVID-19 Response Grant of $5,000 for Public Libraries
6. Approval of Amendment No. 2 between the Utah Department of Health and San Juan Public Health for San Juan County - TB Prevention and Control for $2,296.

7. Approval of the Contract Amendment No. 1 between the Utah Department of Health and San Juan Public Health for COVID-19 San Juan County – Vaccine Supplemental Support Funding for $85,478

8. Approval of the Contract Amendment No. 2 between the Utah Department of Health and San Juan Public Health for San Juan County Health Department – STD Disease Intervention Services - 2019 for $2,000.00

9. Approval of the Amendment No. 1 for the Memorandum of Agreement (MOA) FY2017-2021 General Provisions between the Utah Department of Health Business Associate Agreement with San Juan County modifying the term date to expire on 6/30/2023 and general provisions only.

10. Approval of the Purchase a Replacement Truck for the Road Department for a total of $3,694.80

11. Approval of the Purchase and Installation of a Air Conditioning System for the Cal Black Airport by Moab Heat -N- Cool for $8,490.39

12. Approval of the Monticello Cemetery Board Recommendation for the appointment of vacancies.

13. Approval of the Monticello Cemetery Board Recommendation for the appointment of vacancies.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

14. Southeastern Utah Regional Transportation Plan Review, Mack McDonald, Chief Administrative Officer

15. Draft Historic Property Treatment Plan Canyon Rims Travel Management Plan, Nick Sandberg, Public Lands Coordinator

16. Beaver Creek Restoration Project, Nick Sandberg, Public Lands Coordinator

BUSINESS/ACTION

17. Public Hearing and Consideration of a Petition to vacate and close D1834 and D5307 roads, TJ Adair, Road Department Superintendent

18. Consideration and Approval to purchase 129,000 gallons of PASS Oil to chip seal roads for FY2021. TJ Adair, Road Department Superintendent

19. Consideration and Approval of the Library Services and Technology Act (LSTA) Contract Grant for $5,000 between San Juan County Library System and the Utah Department of Heritage and Arts, Nicole Perkins, Library Director

20. Consideration and Approval of a Contract Between San Juan County and Dr. Michael Q. Nielson for Required Medical Director Services for the San Juan County Sheriff's Office, Sheriff Jason Torgerson and Sgt. Marcia Shumway

21. Approval of the Entrepreneurial Ecosystem in Southeastern Utah Support Letter for Southeastern Utah Economic Development for their Grant Request to the U.S. Economic Development Administration

22. Consideration and Approval of the 2021 Sponsorship Agreement Between San Juan County and Chadwick Booth & Co. for $17,000. Mack McDonald, Chief Administrative Officer

23. Spanish Valley Special Service District Board Recommendation Appointment Approval, Mack McDonald, Chief Administrative Officer

24. A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS SUPPORTING THE FINDINGS AND RECOMMENDATION OF DINE' ATIIN BAHANE: NAVAJO ROAD EMERGENCE - THE NAVAJO NATION WHITE PAPER 2021, Commissioner Kenneth Maryboy

COMMISSION REPORTS

ADJOURNMENT

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

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

BOARD OF COMMISSIONERS MEETING

Electronic Meeting
March 02, 2021 at 11:00 AM

MINUTES

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

Audio link can be found at: https://www.utah.gov/pmn/index.html

Video link can be found at: https://www.facebook.com/SanJuanUtah/videos/260916112186504

CALL TO ORDER

ROLL CALL

PRESENT
Commission Chairman Willie Grayeyes
Commission Vice-Chair Kenneth Maryboy
Commissioner Bruce Adams

INVOCATION

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting: https://us02web.zoom.us/j/83382175424 or by phone at +13462487799,,83382175424# US (Houston) There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line. The Chat Box, is not a monitored means for public comment nor is that recognized as a source for public comments in these meetings.

Time Stamp 4:15 (audio) 9:10 (video)

Marilyn Holly - Marilyn offered her support for the proposed letter to be sent to the BLM. She explained that the Navajo Nation and Ute Mountain Commission should have been discussed prior to the sale of the oil and gas leases.

Amanda Podmore - Amanda expressed her support to the proposed letter. She said that there is a need to have better tribal consultation with the BLM before approving proposed lease sales. Amanda also provided more information about ongoing protests against oil and gas lease sales.

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

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Time Stamp 11:40 (audio) 15:35 (video)

Mack reviewed the consent agenda with the commission and briefly discussed items on the consent agenda.

1. Check Registers for the Week of 2/10/2021 through 2/17/2021
2. Check Registers for 2/18/2021 through 02/22/2021
3. Approval of the February 16, 2021 Commission Meeting Minutes
4. Children with Special Health Care Needs Contract Amendment for the FY 2021 for $98,694.
5. Request and Approval for the Loader Buyback program for 2021, Todd Adair, Road Department Superintendent

A motion was made by Commissioner Vice-Chair Maryboy to accept the consent agenda which was seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Time Stamp 15:05 (audio) 19:00 (video)

Mack read into the record the agenda for the remainder of the meeting. After the agenda was read into the record, there was a motion to recall, for reconsideration, Resolution 2021-02 from the previous commission meeting. Following a lengthy discussion, which included input from the county attorney's office, a decision was made to hold a Special Commission Meeting on March 11, 2021 to discuss and reconsider Resolution 2021-02.

BUSINESS/ACTION

6. Consideration and Approval of the Children and Teen Book Enhancement Grant contract, Nicole Perkins, Library Director

Time Stamp 50:35 (audio) 54:30 (video)

Nicole requested the commission approve a contract with the State Library in order to buy childrens' book. She explained that the contract is in the amount of $3,000.

A motion to approve the contract was made by Commissioner Vice-Chair Maryboy and seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

7. Consideration and Approval of the Clinical Affiliation Agreement with San Juan County Public Health and Utah State University for assistance in Nursing Educational Programs and as a Clinical Learning Facility, Mack McDonald, Chief Administrative Officer

Time Stamp 52:20 (audio) 56:15 (video)

Mack presented an agreement between San Juan Public Health and Utah State University. He explained that agreement would allow students in the nursing program to receive hands on training through Public Health. Mack stated that the contract is set for 5 years and would benefit all those who are furthering their education.

A motion to approve the agreement was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

8. Consideration and Approval of a Contract with the Utah Department of Health and San Juan Public Health for the Building Resilient Inclusive Communities (BRIC) Program for $13,500 for COVID-19 Efforts, Mack McDonald, Chief Administrative Officer.

Time Stamp 56:48 (audio) 1:00:43 (video)

Mack presented a contract specific to the effects on citizens of COVID-19. Mack stated that the money would be used to increase food nutrition, distribution, and food banks.

A motion to approve the contract was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

9. Authorization and Approval for the Purchase of LigMag Dust Suppressant - Sole Source for 2021, Todd Adair, Road Department Superintendent.

Time Stamp 58:42 (audio) 1:03:37 (video)

Todd asked for approval to purchase LigMag dust suppressant which would be applied to the county road passing by Nizhoni Campground.

A motion to approve the purchase was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

10. Approve for the Bid Award to Lower Overall Bid for Zeke's Hole and Spring Creek Pit crushing - 1.5" Minus Gravel - 25,000 cubic yards in each pit. - Harward and Rees for the low bid of $393,750., Todd Adair, Road Department Superintendent

Time Stamp 1:01:06 (audio) 1:06:01 (video)

Todd asked the commission to approve a bid to have Howard and Rees supply crushed gravel to Zeke's Hole and Spring Creek pits.

A motion to approve the bid was made by Commissioner Vice-Chair Maryboy and seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams.

11. Request to Approve the Maintenance Technician II Career Level Position within the Road Department, Todd Adair Roads Superintendent

Time Stamp 1:03:53 (audio) 1:08:48 (video)

Todd asked the commission to approve a new position in the Maintenance section of the Road Department. He explained that the position would allow for career paths to be established for employees working on the Maintenance side of the Road Department.

A motion to approve the new position was made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

12. Consideration and Recommendation of the Award of the Cal Black Memorial Airport U96 Runway Rehabilitation Project and Authorization of the County Administrator to Sign the Notice of Award Upon Issuance of the FAA Grant.

Time Stamp 1:06:47 (audio) 1:11:42 (video)

Mack requested that the commission allow the county administrator to receive a grant from the FAA to complete the runway rehabilitation project for the Cal Black Memorial Airport. Mack also explained that four bids were received to complete the project which was received by Kilgore and LeGrande in the amount of $2,996,491.70.

A motion to allow the County Administrator to receive the grant money was made by Commissioner Adams and seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

13. Consideration and Approval of the Cal Black Memorial Airport Grant with the Federal Aviation Administration, Mack McDonald, Chief Administrative Officer

Time Stamp 1:10:52 (audio) 1:15:47 (video)

Mack presented, for approval, paperwork essential to receive the grant for the Cal Black Memorial Airport project. He expressed a hope that the earmarked federal funds would be approved so that the project could be completed.

A motion to approve the paperwork presented by the County Administrator was made by Commissioner Adams and seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

14. Letter to Director of the Bureau of Land Management Requesting the Bureau Reject Lease Offers for the McCracken Mesa Area, Commissioner Willie Grayeyes

Time Stamp 1:13:10 (audio) 1:18:05 (video)

Commissioner Grayeyes presented a letter to the BLM requesting that the BLM to reject oil and gas lease offers on parcels in the McCracken Mesa area. He explained that flow of underground water to residents in Bluff and surrounding areas could be contaminated due to mineral extraction from oil and gas lease sales. Commissioner Adams expressed concern that decreasing the amount of mineral extraction would also decrease the amount of money coming in to support the Navajo Revitalization Fund and the Navajo Trust Fund

A motion to approve the letter was made by Commission Chairman Grayeyes, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy
Voting Nay: Commissioner Adams

COMMISSION REPORTS

Time Stamp 1:24:57 (audio) 1:29:52 (video)

Commissioner Grayeyes – Commissioner Grayeyes reported on attending several meetings via Zoom as well as a meeting newly elected Grand County Councilman Kevin Walker

Commissioner Maryboy – Commissioner Maryboy reported that he has been delivering food and checking up on elders in the area. He also stated that there are concerns about wet road conditions. Commissioner Maryboy also spoke about a meeting where a planned Bears Ears Visitor Center will be presented to the legislation.

Commissioner Adams - Commissioner Adams reported that he will be attending meetings via Zoom with the State Legislature, UAC, NAcO,

ADJOURNMENT

A motion to adjourn the meeting was made by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

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needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice**

APPROVED: _____ DATE:_____
San Juan County Board of County Commissioners

ATTEST: _____ DATE:_____
San Juan County Clerk/Auditor

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 03/09/2021 to 03/15/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
4 Corners Power Generator Servic	117557	03075	03/15/2021	03/15/2021	670.01	SJC Landfill	574424250 - Equipment Operation
					$670.01		
Abbott & Associates PC	117558	613392545	03/15/2021	03/15/2021	454.92	CONTRACT#0008600023	104679610 - Miscellaneous Supplie
Abbott & Associates PC	117558	613392545	03/15/2021	03/15/2021	807.72	CONTRACT#0008600023	104680610 - Miscellaneous Supplie
					$1,262.64		
					$1,262.64		
Action Air Inc	117559	3048	03/15/2021	03/15/2021	85.00	SJC Fire	104225260 - Buildings and Grounds
					$85.00		
Acumen Fiscal Agent LLC	117560	21385	03/15/2021	03/15/2021	567.57	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	117560	FEB21FEE	03/15/2021	03/15/2021	95.00	SJC Aging	104685615 - Contracts
					$662.57		
					$662.57		
Atlas Scale Co. Inc.	117561	3541	03/15/2021	03/15/2021	950.00	SJC Landfill	574424250 - Equipment Operation
					$950.00		
Blanding City	117562	BC20210312131	03/12/2021	03/15/2021	319.37	501820007	104163270 - Utilities
Blanding City	117562	BC20210312131	03/12/2021	03/15/2021	735.92	501640001 Blanding Library	724168270 - Utilities
					$1,055.29		
					$1,055.29		
Blue Mountain Foods	117563	113306	03/12/2021	03/15/2021	15.68	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	117563	113326	03/12/2021	03/15/2021	13.59	Monticello Library	724581620 - Special Programs
					$29.27		
					$29.27		
Blue Mountain Meats Inc.	117564	394351	03/15/2021	03/15/2021	575.85	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	117564	397801	03/15/2021	03/15/2021	-64.69	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	117564	398653	03/15/2021	03/15/2021	138.49	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	117564	398654	03/15/2021	03/15/2021	17.96	SJC Aging	104678328 - Meals - La Sal
					$667.61		
					$667.61		
Bradford Tire	117565	67547	03/15/2021	03/15/2021	29.52	SJC Road Dept	214412251 - Gas, Oil and Grease
					$29.52		
Brantley Distributing LLC.	117566	21121550	03/15/2021	03/15/2021	598.25	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	117566	21121640	03/15/2021	03/15/2021	17.00	SJC Road	214412251 - Gas, Oil and Grease
Brantley Distributing LLC.	117566	21121640	03/15/2021	03/15/2021	460.10	SJC Road	214412250 - Equipment Operation
					$1,075.35		
					$1,075.35		
Century Link	117567	CL20210310075	03/12/2021	03/15/2021	3,534.38	435-867-3752 606B E911	104232280 - Telephone
					$3,534.38		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 03/09/2021 to 03/15/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Choice NTUA Wireless	117568	00302837	03/12/2021	03/15/2021	231.17	SJC Elections	104173310 - Professional and Tech
					$231.17		
Cintas Corporation #108	117569	4078113659	03/15/2021	03/15/2021	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	117569	4078113659	03/15/2021	03/15/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					$79.35		
					$79.35		
Davis, William	117570	TR20210312150	03/15/2021	03/15/2021	95.00	Travel Reimbursement	574424210 - Subscriptions and Me
					$95.00		
Delta Rigging & Tools Inc.	117571	GRA_PSI000820	03/15/2021	03/15/2021	68.00	SJC Road	214412250 - Equipment Operation
Delta Rigging & Tools Inc.	117571	GRA_PSI000820	03/15/2021	03/15/2021	102.00	SJC Road	214412250 - Equipment Operation
					$170.00		
					$170.00		
Dominion Energy	117572	DE20210310073	03/12/2021	03/15/2021	266.22	8743860000 96 W 100 S	264350270 - Utilities
Dominion Energy	117572	DE20210310073	03/12/2021	03/15/2021	203.13	2922180000 835 E Central Book	104161270 - Utilities
Dominion Energy	117572	DE20210311144	03/12/2021	03/15/2021	173.08	7624767442 881 E Center	104225270 - Utilities
Dominion Energy	117572	DE20210312131	03/12/2021	03/15/2021	1,370.12	6843860000 117 S Main	104161270 - Utilities
Dominion Energy	117572	DE20210312131	03/15/2021	03/15/2021	2,034.40	6353860000 297 S Main	104161270 - Utilities
Dominion Energy	117572	DE20210312131	03/12/2021	03/15/2021	233.92	3153860000 264 S 100 E	104161270 - Utilities
Dominion Energy	117572	DE20210312150	03/15/2021	03/15/2021	541.90	6063860000 Central Rd	104255270 - Utilities
Dominion Energy	117572	DE20210312150	03/15/2021	03/15/2021	541.91	6063860000 Central Rd	104225270 - Utilities
Dominion Energy	117572	DE20210312150	03/15/2021	03/15/2021	55.91	4922180000 835 E Central Office	104225270 - Utilities
Dominion Energy	117572	DE20210312150	03/15/2021	03/15/2021	55.92	4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	117572	DE20210312150	03/15/2021	03/15/2021	56.91	4922180000 835 E Central Office	264350270 - Utilities
					$5,533.42		
					$5,533.42		
Dr. Michael Nielson	117573	DN03102021	03/10/2021	03/15/2021	600.00	Medical Director Dues	255007.310 - Indirect Admin Profess
					$600.00		
Drive Marketing	117574	175036-	12/31/2020	03/15/2021	1,326.57	SJC Econ Dev	104193620 - Miscellaneous Service
					$1,326.57		
DTS - State of Utah	117575	2108R06200000	03/12/2021	03/15/2021	694.25	SJC Sheriffs Office	104210620 - Miscellaneous Service
DTS - State of Utah	117575	2108R06200000	03/12/2021	03/15/2021	123.86	SJC Attorney	104145482 - Law Library Supplies
					$818.11		
					$818.11		
Earthgrains Baking Company	117576	85272222541	03/12/2021	03/15/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
					$56.00		
EFTPS - IRS	EFT	PR022821-575	03/12/2021	03/12/2021	2,020.46	Medicare Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR022821-575	03/12/2021	03/12/2021	4,226.64	Federal Income Tax	102222000 - Federal Tax W/H Paya
EFTPS - IRS	EFT	PR022821-575	03/12/2021	03/12/2021	8,639.18	Social Security Tax	102221000 - FICA Payable
					$14,886.28		
					$14,886.28		

San Juan County
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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Emery Telcom	117577	ET20210310073	03/12/2021	03/15/2021	139.90	3431000 SJC EMS	264350280 - Telephone
Emery Telcom	117577	ET20210310075	03/12/2021	03/15/2021	84.95	3609200 - SJC Communications	104230280 - Telephone
Emery Telcom	117577	ET20210310075	03/12/2021	03/15/2021	88.31	987300 - SJC Public Safety	104230350 - State Prisoner Expens
					$313.16		
					$313.16		
FARMERS FAMILY CENTER, LLC	117578	FFC2021031215	03/12/2021	03/15/2021	2,000.00	SJC AGING	104676915 - Transfers to Other Unit
					$2,000.00		
Fastenal Company	117579	COBAY64292	03/12/2021	03/15/2021	323.80	SJC Road	214412250 - Equipment Operation
Fastenal Company	117579	COBAY64293	03/12/2021	03/15/2021	246.61	SJC Road	214412250 - Equipment Operation
					$570.41		
					$570.41		
Four Corners Welding & Gas	117580	GR00155190	03/12/2021	03/15/2021	37.00	SJC Landfill	574424610 - Miscellaneous Supplie
					$37.00		
Four States Tire & Service	117581	344545	03/12/2021	03/15/2021	36.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117581	344946	03/12/2021	03/15/2021	16.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117581	345652	03/15/2021	03/15/2021	243.72	SJC Road	214412250 - Equipment Operation
					$295.72		
					$295.72		
Frontier	117582	FC20210312150	03/15/2021	03/15/2021	139.20	435-683-2366-031309-8	104225280 - Telephone
Frontier	117582	FC20211103012	03/12/2021	03/15/2021	100.04	435-672-2274-102716-8	724581280 - Telephone
Frontier	117582	FC20211103012	03/12/2021	03/15/2021	277.19	435-651-3309-082010-8	724581280 - Telephone
					$516.43		
					$516.43		
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	10.02	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	34.67	SJC Fuel Bill	104111251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	39.22	SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	52.29	SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	52.70	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	62.68	SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	65.45	SJC Fuel Bill	104146251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	76.91	SJC Fuel Bill	104147251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	86.46	SJC Fuel Bill	104151251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	95.83	SJC Fuel Bill	104574251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	119.86	SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	129.62	SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	159.82	SJC Fuel Bill	104220251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	248.17	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	444.40	SJC Fuel Bill	104166251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	469.77	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	686.52	SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	689.76	SJC Fuel Bill	104672251 - Gas, Oil and Grea

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Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	5,424.66	SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	117583	F2108E00823	03/12/2021	03/15/2021	16,099.17	SJC Fuel Bill	214412251 - Gas, Oil and Grease
					$25,047.98		
					$25,047.98		
GIS Planning	117584	2120741263	03/12/2021	03/15/2021	4,368.00	SJC Economic Dev	104192210 - Subscriptions and Me
					$4,368.00		
Goodnight, Michael David	117585	RO20210310073	03/12/2021	03/15/2021	125.00	REFUND OVERPAYMENT	103511000 - Justice Court Fines
					$125.00		
Grand County Emergency Medical	117586	EMS19-0121	03/12/2021	03/15/2021	787.00	SJC Ambulance	264350330 - Employee Education
					$787.00		
Grand Junction Peterbilt	117587	190292	03/12/2021	03/15/2021	331.39	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	190567	03/15/2021	03/15/2021	60.56	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	190684	03/15/2021	03/15/2021	51.11	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	190764	03/15/2021	03/15/2021	230.16	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	190790	03/15/2021	03/15/2021	697.56	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	190887	03/12/2021	03/15/2021	35.72	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	190929	03/15/2021	03/15/2021	71.98	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	191055	03/15/2021	03/15/2021	47.70	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	191064	03/15/2021	03/15/2021	465.78	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	CM190292	03/12/2021	03/15/2021	-248.54	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117587	CM190887	03/12/2021	03/15/2021	-35.72	SJC Road Dept	214412250 - Equipment Operation
					$1,707.70		
					$1,707.70		
HK Consulting	117588	4003	03/12/2021	03/15/2021	40,000.00	Renovation chamber	104150920 - Cares Act Expenses
HK Consulting	117588	5001	03/12/2021	03/15/2021	32,000.00	Renovation chamber	104150920 - Cares Act Expenses
HK Consulting	117588	6003	03/12/2021	03/15/2021	10,000.00	Renovation chamber	104150920 - Cares Act Expenses
					$82,000.00		
					$82,000.00		
Holland Equipment Company	117589	79879	03/15/2021	03/15/2021	717.61	SJC Road Dept	214412250 - Equipment Operation
Holland Equipment Company	117589	80186	03/15/2021	03/15/2021	329.23	SJC Road Dept	214412250 - Equipment Operation
Holland Equipment Company	117589	80373	03/15/2021	03/15/2021	3,879.63	SJC Road Dept	214412250 - Equipment Operation
Holland Equipment Company	117589	HE20210315073	03/15/2021	03/15/2021	-2,056.40	SJC Road Dept	214414410 - Road Supplies
					$2,870.07		
					$2,870.07		
Homewatch CareGivers of Utah	117590	50942	03/15/2021	03/15/2021	682.00	SJC Aging	104679615 - Contracts
Homewatch CareGivers of Utah	117590	50943	03/15/2021	03/15/2021	651.00	SJC Aging	104679615 - Contracts
					$1,333.00		
					$1,333.00		
Hughes Network Systems LLC	117591	B1-374121889	03/15/2021	03/15/2021	128.88	SJC Landfill	574424270 - Utilities
					$128.88		

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Jacco Distributing Company	117592	11051	03/15/2021	03/15/2021	176.40	SJC Road Dept	214412250 - Equipment Operation
Jacco Distributing Company	117592	11058	03/15/2021	03/15/2021	71.00	SJC Road Dept	214412250 - Equipment Operation
					$247.40		
					$247.40		
Jones & Demille Engineering	117593	0124355	03/12/2021	03/15/2021	492.50	Navajo Mtn Spring Line Rehab	104850623 - UNRF Projects
					$492.50		
Jones, Lloyd Val	117594	238R21	03/12/2021	03/15/2021	70.00	C HAWKINS	214414620 - Miscellaneous Service
					$70.00		
Kelley, Leslie	117595	EV20210310073	03/12/2021	03/15/2021	26.69	Purchase Reimbursement	104230480 - Kitchen Food
					$26.69		
Labrador, Gabriel	117596	RO20210310073	03/12/2021	03/15/2021	100.00	REFUND OVERPAYMENT	103511000 - Justice Court Fines
					$100.00		
Larry H. Miller	117597	1850127W	03/15/2021	03/15/2021	822.81	SJC Road Dept	214412250 - Equipment Operation
					$822.81		
Long, Roxy	117598	RL20210310073	03/12/2021	03/15/2021	765.00	Nursing Services	104230350 - State Prisoner Expens
					$765.00		
LUMEN	117599	201458005	03/12/2021	03/15/2021	26.32	E911	104232280 - Telephone
					$26.32		
MCI	117600	MCI2021031215	03/15/2021	03/15/2021	28.97	Cal Black Airport - 435-684-2419	105430280 - Telephone
					$28.97		
Mexican Hat Special Serv Dist.	117601	321-24	03/15/2021	03/15/2021	72.43	SJC Fire/Rescue	104225270 - Utilities
					$72.43		
MicroMarketing	117602	839966	03/12/2021	03/15/2021	29.75	SJC Library	724581480 - Collection Developmen
					$29.75		
Monticello High School	117603	1089	03/09/2021	03/15/2021	40.00	Food Handler's Cards	255740.310 - State LHD Eviron Prof
					$40.00		
Monticello Home & Auto Supply	117604	505534	12/31/2020	03/15/2021	12.08	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Home & Auto Supply	117604	506225	12/31/2020	03/15/2021	31.18	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Home & Auto Supply	117604	509775	03/12/2021	03/15/2021	332.99	SJC Ambulance.	264350610 - Miscellaneous Supplie
Monticello Home & Auto Supply	117604	509935	03/12/2021	03/15/2021	-66.00	SJC Ambulance.	264350610 - Miscellaneous Supplie
Monticello Home & Auto Supply	117604	509936	03/12/2021	03/15/2021	17.59	SJC Ambulance.	264350610 - Miscellaneous Supplie
					$327.84		
					$327.84		
Monticello Mercantile	117605	C199943	03/12/2021	03/15/2021	3.38	SJC Assessor	104114240 - Office Expense

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Monticello Mercantile	117605	C200863	03/12/2021	03/15/2021	48.30	SJC Public Safety	104161260 - Buildings and Grounds
Monticello Mercantile	117605	C202527	03/12/2021	03/15/2021	79.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	117605	C202693	03/12/2021	03/15/2021	6.48	SJC Sheriff	104230480 - Kitchen Food
Monticello Mercantile	117605	C202698	03/12/2021	03/15/2021	9.59	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	117605	C202809	03/12/2021	03/15/2021	1.10	SJC Public Safety	104161260 - Buildings and Grounds
Monticello Mercantile	117605	E18746	03/12/2021	03/15/2021	4.58	SJC Weed Dept	104256260 - Buildings and Grounds
					$153.42		
					$153.42		
Motor Parts	117606	778233	03/15/2021	03/15/2021	29.92	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117606	778500	03/15/2021	03/15/2021	82.76	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117606	778592	03/15/2021	03/15/2021	47.37	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117606	778640	03/15/2021	03/15/2021	19.02	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117606	778689	03/15/2021	03/15/2021	4.07	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117606	778711	03/15/2021	03/15/2021	122.50	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117606	778947	03/15/2021	03/15/2021	-6.30	SJC Road Dept	214412250 - Equipment Operation
					$299.34		
					$299.34		
Navajo Tribal UtilityAuthority	117607	30000863118	03/15/2021	03/15/2021	96.40	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	117607	30000863120	03/15/2021	03/15/2021	34.11	60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117607	30000863121	03/12/2021	03/15/2021	4.92	60378372 Abt HWY 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117607	30000863122	03/12/2021	03/15/2021	4.53	60378373 - Abt State Road 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117607	30000863123	03/15/2021	03/15/2021	146.05	60378374 101 S 100 E	104225270 - Utilities
Navajo Tribal UtilityAuthority	117607	30000863124	03/15/2021	03/15/2021	5.92	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117607	30000863125	03/15/2021	03/15/2021	5.92	60378376 Front Fire Station	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117607	38000980422	03/15/2021	03/15/2021	124.51	60040657 MZC Fire Station East	104225270 - Utilities
					$422.36		
					$422.36		
New Technology Solutions	117608	4159	03/12/2021	03/15/2021	100.00	SJC Fire	104161310 - Professional and Tech
New Technology Solutions	117608	4160	03/12/2021	03/15/2021	100.00	SJC Aging	104161310 - Professional and Tech
New Technology Solutions	117608	4161	03/12/2021	03/15/2021	95.00	SJC Libraries	724167260 - Buildings and Grounds
New Technology Solutions	117608	4162	03/12/2021	03/15/2021	40.00	SJC Ambulance	264350260 - Buildings and Grounds
New Technology Solutions	117608	4163	03/12/2021	03/15/2021	130.00	SJC Public Safety	104161310 - Professional and Tech
New Technology Solutions	117608	4164	03/12/2021	03/15/2021	80.00	SJC Ambulance	254310260 - Buildings and Grounds
					$545.00		
					$545.00		
Nicholas & Company	117609	7465921-	02/01/2021	03/15/2021	2,000.00	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117609	7472726	03/15/2021	03/15/2021	98.74	SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	117609	7497176	03/12/2021	03/15/2021	71.72	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117609	7500404	03/12/2021	03/15/2021	1,728.33	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117609	7500412	03/15/2021	03/15/2021	1,097.57	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	117609	7500414	03/15/2021	03/15/2021	1,194.22	SJC Aging	104678325 - Meals - Blanding
					$6,190.58		
					$6,190.58		

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Office Depot	117610	157566786001	03/03/2021	03/15/2021	28.75	SJC Public Health	255007.240 - Indirect Admin Office
Office Depot	117610	161081473001	03/05/2021	03/15/2021	57.35	SJC Public Health	255007.240 - Indirect Admin Office
Office Depot	117610	161170245001	03/12/2021	03/15/2021	29.42	SJC Clerk	104142240 - Office Expense
Office Depot	117610	161194517001	03/12/2021	03/15/2021	41.56	SJC Clerk	104142240 - Office Expense
					$157.08		
					$157.08		
Oliver & Sitterud	117611	OS20210310073	03/12/2021	03/15/2021	3,300.00	Public Defender	104126615 - Contracts
					$3,300.00		
Packard Wholesale Co.	117612	INV161748	03/12/2021	03/15/2021	460.50	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117612	INV161751	03/12/2021	03/15/2021	269.73	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117612	INV161752	03/12/2021	03/15/2021	161.91	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117612	INV162083	03/12/2021	03/15/2021	290.76	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117612	INV162141	03/12/2021	03/15/2021	31.28	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117612	INV162145	03/15/2021	03/15/2021	257.62	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117612	INV162155	03/12/2021	03/15/2021	350.39	SJC Sheriff's Office	104230480 - Kitchen Food
					$1,822.19		
					$1,822.19		
Pugh, Teryl	117614	029597	03/15/2021	03/15/2021	160.00	SJC Landfill	574424260 - Buildings and Grounds
					$160.00		
Redd's Ace Hardware	117615	403747	03/01/2021	03/15/2021	15.19	SJC Public Health	255620.241 - DEQ Water Quality Po
Redd's Ace Hardware	117615	403966	03/15/2021	03/15/2021	3.99	SJC Landfill	574424250 - Equipment Operation
Redd's Ace Hardware	117615	404164	03/08/2021	03/15/2021	13.40	SJC Public Health	255620.241 - DEQ Water Quality Po
					$32.58		
					$32.58		
RegenceBlueCross BlueShield UT	EFT	210680006443	03/09/2021	03/10/2021	24,151.29	Claims Expense	104965134 - Health Insurance
					$24,151.29		
RiverCanyon Wireless	117616	41270	03/12/2021	03/15/2021	70.66	SJC Fair	104620270 - Utilities
					$70.66		
Rocky Mountain Home Care	117617	RMHC20210312	03/15/2021	03/15/2021	1,050.00	SJC Aging	104682615 - Contracts
					$1,050.00		
Rocky Mountain Power	117618	RMP202103111	03/12/2021	03/15/2021	393.11	59271696-0048 SJC Road	104225270 - Utilities
Rocky Mountain Power	117618	RMP202103111	03/12/2021	03/15/2021	29.25	59405396-0029 SJC Road	214414270 - Utilities
					$422.36		
					$422.36		
SJC Inmate Account	117619	SJCIA20210310	03/12/2021	03/15/2021	2,826.15	Trustee Payroll	104230352 - Inmate Humanitarian E
					$2,826.15		
Steve Keetch Motors Inc.	117620	CVCS105215	03/15/2021	03/15/2021	127.05	SJC Road Dept	214412250 - Equipment Operat
					$127.05		

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The Law Offices of Stephen J Stoc	117621	2826	03/12/2021	03/15/2021	10.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117621	2828	03/12/2021	03/15/2021	20.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117621	2830	03/12/2021	03/15/2021	130.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117621	2831	03/12/2021	03/15/2021	240.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117621	2832	03/12/2021	03/15/2021	50.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117621	2834	03/12/2021	03/15/2021	350.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117621	2835	03/12/2021	03/15/2021	240.00	SJC Attorney	104126615 - Contracts
					$1,040.00		
					$1,040.00		
Utah Association of Counties	117622	6550	03/12/2021	03/15/2021	574.85	Annual Dues	104145210 - Subscriptions and Me
Utah Association of Counties	117622	6579	03/12/2021	03/15/2021	100.00	Annual Dues	104145210 - Subscriptions and Me
					$674.85		
					$674.85		
Utah Correctional Industries	117623	RE217E001894	03/12/2021	03/15/2021	335.95	SJC SHERIFF	104230350 - State Prisoner Expens
					$335.95		
Verizon Wireless	117624	9873309939	03/12/2021	03/15/2021	146.57	265508664-00001	214414280 - Telephone
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	25.39	742063425-00001	104146280 - Telephone
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	43.28	742063425-00001	255220.280 - CSHCN Telephone
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	53.28	742063425-00001	255008.280 - Indirect Nursing Telep
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	53.28	742063425-00001	255010.280 - Indirect Health Insp Te
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	53.28	742063425-00001	255020.280 - Epi-Covid DREAM &
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	53.28	742063425-00001	255191.280 - Home Visiting - EC Te
Verizon Wireless	117624	9874555043	03/01/2021	03/15/2021	58.28	742063425-00001	255310.280 - PHEP Preparedness
					$486.64		
					$486.64		
WatchGuard Video	117625	RMAINV000208	03/12/2021	03/15/2021	150.00	SJC Sheriff	104210250 - Equipment Operation
					$150.00		
Wheeler Machinery Company	117626	PS001005181	03/15/2021	03/15/2021	1,735.36	SJC Road Dept	214412251 - Gas, Oil and Grease
Wheeler Machinery Company	117626	PS001098932	03/15/2021	03/15/2021	1,966.56	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	117626	PS001105858	03/15/2021	03/15/2021	170.00	SJC Road Dept	214412251 - Gas, Oil and Grease
Wheeler Machinery Company	117626	PS001107543	03/12/2021	03/15/2021	888.72	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	117626	PS001108186	03/15/2021	03/15/2021	785.40	SJC Road Dept	214412251 - Gas, Oil and Grease
Wheeler Machinery Company	117626	PS001108187	03/12/2021	03/15/2021	116.02	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	117626	PS001109399	03/15/2021	03/15/2021	126.75	SJC Road Dept	214412250 - Equipment Operation
					$5,788.81		
					$5,788.81		
Zion's Way Home Health & Hospic	117627	ZW20210312150	03/15/2021	03/15/2021	197.88	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	117627	ZW20210312150	03/15/2021	03/15/2021	595.36	SJC Aging Services	104679615 - Contracts
					$793.24		
					$793.24		
					$209,967.15		

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Allstate Insurance	117412	C043589500	02/26/2021	03/01/2021	2,903.73	Employee benefits	102237000 - Allstate
					$2,903.73		
Amerigas Propane LP	117413	3118283050	02/26/2021	03/01/2021	192.42	200752247	104225270 - Utilities
					$192.42		
Best Deal Spring Inc.	117414	20004679-00	02/26/2021	03/01/2021	74.71	SJC Road Dept	214412250 - Equipment Operation
					$74.71		
Blanding City	117415	BC02252021PH	02/25/2021	03/01/2021	933.47	553343140 - San Juan Public Health	255007.270 - Indirect Admin Utilities
Blanding City	117415	BC20210226131	02/26/2021	03/01/2021	806.41	SJC EMS	104672270 - Utilities
					$1,739.88		
					$1,739.88		
Blue Mountain Foods	117416	113100	02/26/2021	03/01/2021	38.36	SJC Ambulance	264350610 - Miscellaneous Supplie
					$38.36		
Blue Mountain Meats Inc.	117417	397550	02/26/2021	03/01/2021	130.57	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	117417	397973	02/26/2021	03/01/2021	79.04	SJC Ambulance	264350610 - Miscellaneous Supplie
Blue Mountain Meats Inc.	117417	398161	02/26/2021	03/01/2021	561.22	SJC Aging	104678328 - Meals - La Sal
					$770.83		
					$770.83		
Bound Tree Medical LCC	117418	83682969	12/30/2020	03/01/2021	67.90	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	83744502	12/30/2020	03/01/2021	191.92	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	83748076	12/30/2020	03/01/2021	201.40	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	83953482	02/26/2021	03/01/2021	654.48	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	83965078	02/26/2021	03/01/2021	224.99	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	83968805	03/01/2021	03/01/2021	134.28	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	CREDT0000000	02/26/2021	03/01/2021	-48.00	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	117418	CREDT0000000	02/26/2021	03/01/2021	-30.00	SJC Ambulance Service	264350610 - Miscellaneous Supplie
					$1,396.97		
					$1,396.97		
Brantley Distributing LLC.	117419	21119280	02/26/2021	03/01/2021	605.05	SJC Road	214412250 - Equipment Operation
					$605.05		
Business Solutions Group	117420	15572	02/26/2021	03/01/2021	581.09	SJC CLERK	104142240 - Office Expense
					$581.09		
Carlson, Brittney	117421	PHEV00001	02/23/2021	03/01/2021	50.42	Purchase Reimbursments for HV group items	255193.610 - Home Visiting - PAT
Carlson, Brittney	117421	PHEV00001	02/23/2021	03/01/2021	50.43	Purchase Reimbursments for HV group items	255191.610 - Home Visiting - EC Mi
					$100.85		
					$100.85		
Certified Laboratories	117422	7263425	02/26/2021	03/01/2021	576.05	SJC Road Dept.	214412250 - Equipment Operation
Certified Laboratories	117422	7263425	02/26/2021	03/01/2021	759.60	SJC Road Dept.	214412251 - Gas, Oil and Greas
					$1,335.65		
					$1,335.65		

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Child Support Services	117423	CSS2021030112	02/26/2021	03/01/2021	430.94	Corey Workman C001392403	102229000 - Other Deductions Paya
Child Support Services	117423	CSS2021030112	02/26/2021	03/01/2021	606.12	Bruce Regalado C001010061	102229000 - Other Deductions Paya
Child Support Services	117423	CSS2021030112	02/26/2021	03/01/2021	985.50	Ryan Norman C001361546	102229000 - Other Deductions Paya
Child Support Services	117423	CSS2021030112	02/26/2021	03/01/2021	924.00	Scott Burgess C000926263	102229000 - Other Deductions Paya
					$2,946.56		
					$2,946.56		
Cintas Corporation #108	117424	4076822192	02/26/2021	03/01/2021	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	117424	4076822192	02/26/2021	03/01/2021	47.18	SJC Road Dept	102229000 - Other Deductions Paya
					$81.98		
					$81.98		
Codale Electric Supply Inc.	117425	S7151501.004	03/01/2021	03/01/2021	1,041.60	SJC Road	214414260 - Buildings and Grounds
Codale Electric Supply Inc.	117425	S7308834.002	03/01/2021	03/01/2021	324.52	SJC Road	104166260 - Buildings and Grounds
					$1,366.12		
					$1,366.12		
Davis County Government	117426	111191	02/26/2021	03/01/2021	549.00	SJC Sheriff	104232280 - Telephone
					$549.00		
Department of Health	117427	21F0000175	02/17/2021	03/01/2021	167.00	SJC Public Health - Certificate sales reconcilia	255013.980 - Vital Statistics Intergo
					$167.00		
Earthgrains Baking Company	117428	85272222336	02/26/2021	03/01/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	117428	85272222393	02/26/2021	03/01/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	117428	85272222431	02/26/2021	03/01/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
					$168.00		
					$168.00		
EFTPS - IRS	EFT	PR021221-575	02/26/2021	02/26/2021	1,994.62	Medicare Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR021221-575	02/26/2021	02/26/2021	4,423.45	Federal Income Tax	102222000 - Federal Tax W/H Paya
EFTPS - IRS	EFT	PR021221-575	02/26/2021	02/26/2021	8,528.84	Social Security Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR021921-575	02/26/2021	02/26/2021	12,031.30	Medicare Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR021921-575	02/26/2021	02/26/2021	25,100.60	Federal Income Tax	102222000 - Federal Tax W/H Paya
EFTPS - IRS	EFT	PR021921-575	02/26/2021	02/26/2021	51,444.20	Social Security Tax	102221000 - FICA Payable
					$103,523.01		
					$103,523.01		
Empire Electric Assoc. Inc.	117429	1001657393	02/26/2021	03/01/2021	105.66	9579019 - Fairgrounds Conces	104620270 - Utilities
Empire Electric Assoc. Inc.	117429	1001657394	02/26/2021	03/01/2021	64.72	9579020 - 917 E Center Fairgrounds	104620270 - Utilities
Empire Electric Assoc. Inc.	117429	1001668646	02/26/2021	03/01/2021	738.14	25395 - 885 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	117429	1001668647	02/26/2021	03/01/2021	4,132.04	9579024 - 297 S Main	104161270 - Utilities
					$5,040.56		
					$5,040.56		
Equitable Financial Equi-vest	117430	E202103011252	02/26/2021	03/01/2021	360.00	Payroll Deductions	102225000 - Equivest
					$360.00		

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Fastenal Company	117431	COBAY64018	02/26/2021	03/01/2021	33.39	SJC Road	214412250 - Equipment Operation
Fastenal Company	117431	COBAY64124	02/26/2021	03/01/2021	138.98	SJC Public Safety	104166260 - Buildings and Grounds
Fastenal Company	117431	COBAY64125	02/26/2021	03/01/2021	501.96	SJC Road	214412250 - Equipment Operation
Fastenal Company	117431	COBAY64126	02/26/2021	03/01/2021	364.74	SJC Road	214412250 - Equipment Operation
					$1,039.07		
					$1,039.07		
FERNO-Washington Inc	117432	880763	03/01/2021	03/01/2021	94,302.30	SJC Ambulance	104150920 - Cares Act Expenses
					$94,302.30		
Four States Tire & Service	117433	345097	02/26/2021	03/01/2021	1,545.44	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117433	345100	02/26/2021	03/01/2021	707.88	SJC Road	214412250 - Equipment Operation
					$2,253.32		
					$2,253.32		
Frontier	117434	FC20201207110	12/30/2020	03/01/2021	76.92	435-651-3269-111692-8	214414280 - Telephone
Frontier	117434	FC20210225092	02/26/2021	03/01/2021	81.80	435-651-3269-111692-8	214414280 - Telephone
Frontier	117434	FC20210226131	02/26/2021	03/01/2021	214.23	435-651-3351-082400-8	104225280 - Telephone
					$372.95		
					$372.95		
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	10.04	SJC Fuel Bill	104192251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	32.62	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	41.69	SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	48.35	SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	53.00	SJC Fuel Bill	104147251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	69.45	SJC Fuel Bill	104151251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	95.46	SJC Fuel Bill	104574251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	125.81	SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	158.99	SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	161.11	SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	168.95	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	203.63	SJC Fuel Bill	104220251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	507.15	SJC Fuel Bill	104166251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	657.81	SJC Fuel Bill	104672251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	723.51	SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824	02/18/2021	03/01/2021	5,028.63	SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824C	02/26/2021	03/01/2021	531.30	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	117435	F2107E00824R	02/26/2021	03/01/2021	15,732.61	SJC Fuel Bill	214412251 - Gas, Oil and Grease
					$24,350.11		
					$24,350.11		
Grand Junction Peterbilt	117436	189945	02/26/2021	03/01/2021	236.90	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117436	190171	02/26/2021	03/01/2021	191.40	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117436	190255	02/26/2021	03/01/2021	164.36	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117436	190386	02/26/2021	03/01/2021	16.48	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117436	190429	02/26/2021	03/01/2021	14,210.22	SJC Road Dept	214412250 - Equipment Operati
					$14,819.36		
					$14,819.36		

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Hawkins, Clark	117437	237R21	02/26/2021	03/01/2021	80.00	BOOT ALLOWANCE	214414480 - Special Department Su
					$80.00		
Hoggard, Dennis	117438	TF20210226142	02/26/2021	03/01/2021	840.00	Travel Reimbursement	104230230 - Travel Expense
					$840.00		
Hoggard, Jeremy	117439	tr202102260817	02/26/2021	03/01/2021	14.00	Travel Reimbursement	264350230 - Travel Expense
					$14.00		
ImageNet Consulting LLC	117440	CNIN129348FA	02/26/2021	03/01/2021	35.24	Non Departmental	104150240 - Office Expense
ImageNet Consulting LLC	117440	CNIN129439FA	02/26/2021	03/01/2021	87.14	SJC Sheriff	104230310 - Professional and Tech
					$122.38		
					$122.38		
Inn at the Canyons	117441	INV33660	02/26/2021	03/01/2021	80.00	SJC Ambulance	264350330 - Employee Education
					$80.00		
Intermountain Traffic Safety	117442	45803	12/01/2020	03/01/2021	1,299.40	SJC Road Dept	214414410 - Road Supplies
Intermountain Traffic Safety	117442	45892	12/18/2020	03/01/2021	757.00	SJC Road Dept	214414410 - Road Supplies
					$2,056.40		
					$2,056.40		
J.M. Custom & Industrial	117443	4078	02/26/2021	03/01/2021	790.04	SJC Road Dept	214412250 - Equipment Operation
					$790.04		
JCI Billing Services	117444	341	12/31/2020	03/01/2021	1,836.00	SJC Ambulance Services	264350610 - Miscellaneous Supplie
JCI Billing Services	117444	342	02/26/2021	03/01/2021	252.00	SJC Ambulance Services	264350610 - Miscellaneous Supplie
					$2,088.00		
					$2,088.00		
Lincoln National Life Insurance Co	117445	4213940466	03/01/2021	03/01/2021	1,052.80	Life Insurance Benefits	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	117445	4213940466	03/01/2021	03/01/2021	4,402.69	Life Insurance Benefits	104965135 - Life Insurance Premiu
					$5,455.49		
					$5,455.49		
Main Street Drug and Boutique	117446	157870	02/26/2021	03/01/2021	36.00	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	117446	157937	02/26/2021	03/01/2021	4.00	SJC Sheriff	104230312 - Medical Expenses
					$40.00		
					$40.00		
McNeely, Jerry	117447	RI0301211	03/01/2021	03/01/2021	1,200.00		104112310 - Professional and Tech
					$1,200.00		
MetLife Group Benefits	117448	ML20210301125	02/26/2021	03/01/2021	7,611.17	Dental Customer # 5955986	104965134 - Health Insurance
					$7,611.17		

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Mexican Hat Special Serv Dist.	117449	RI0301212	03/01/2021	03/01/2021	500.00	Monthly USDA Loan Payment	104850915 - Transfers to Other Unit
					$500.00		
Meyer, Rick	117450	EV20210226082	02/26/2021	03/01/2021	119.99	Travel Reimbursement	104146251 - Gas, Oil and Grease
Meyer, Rick	117450	EV20210226082	02/26/2021	03/01/2021	607.08	Travel Reimbursement	104146230 - Travel Expense
					$727.07		
					$727.07		
Mitchell1	117451	25554485	02/26/2021	03/01/2021	1,728.00	SJC Road Dept	214412210 - Subscriptions and Me
					$1,728.00		
Moab Heat-N-Cool	117452	022163-1	12/31/2020	03/01/2021	78.00	SJC ADMIN	104161260 - Buildings and Grounds
					$78.00		
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	56.92	SJC All Acounts	104225270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	56.92	SJC All Acounts	104225270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	60.00	SJC All Acounts	104165270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	110.00	SJC All Acounts	724167270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	126.92	SJC All Acounts	104620270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	189.22	SJC All Acounts	104161270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	209.24	SJC All Acounts	214414270 - Utilities
Monticello City	117453	MC20210226143	02/26/2021	03/01/2021	1,502.32	SJC All Acounts	104161270 - Utilities
					$2,311.54		
					$2,311.54		
Monticello High School	117454	1086	02/23/2021	03/01/2021	30.00	Food Handler's Cards	255740.310 - State LHD Eviron Prof
					$30.00		
Monticello Home & Auto Supply	117455	438212	12/31/2020	03/01/2021	1.79	SJC Weed Dept	104161260 - Buildings and Grounds
Monticello Home & Auto Supply	117455	446619	12/31/2020	03/01/2021	11.72	SJC Fire	104220615 - Contracts
Monticello Home & Auto Supply	117455	471298	12/31/2020	03/01/2021	23.99	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117455	478238	12/31/2020	03/01/2021	399.99	SJC Fair	104256260 - Buildings and Grounds
Monticello Home & Auto Supply	117455	478306	12/31/2020	03/01/2021	6.00	SJC Fair	104256260 - Buildings and Grounds
Monticello Home & Auto Supply	117455	479413	12/31/2020	03/01/2021	8.96	SJC Fair	104620260 - Buildings and Grounds
Monticello Home & Auto Supply	117455	494659	12/31/2020	03/01/2021	4.78	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117455	495764	12/31/2020	03/01/2021	46.66	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117455	501807	12/31/2020	03/01/2021	11.99	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117455	503097	02/26/2021	03/01/2021	9.58	SJC Fire	104220615 - Contracts
Monticello Home & Auto Supply	117455	505693	12/31/2020	03/01/2021	21.98	SJC Fire	104220615 - Contracts
Monticello Home & Auto Supply	117455	506140	12/31/2020	03/01/2021	10.49	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117455	50709	02/26/2021	03/01/2021	16.98	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	508446	02/26/2021	03/01/2021	-90.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	508704	02/26/2021	03/01/2021	115.86	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	508732	02/26/2021	03/01/2021	35.89	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	508737	02/26/2021	03/01/2021	33.87	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	508874	02/26/2021	03/01/2021	7.47	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	508963	02/26/2021	03/01/2021	1.99	SJC Road	214412250 - Equipment Operation

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Monticello Home & Auto Supply	117455	509041	02/26/2021	03/01/2021	8.13	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509157	02/26/2021	03/01/2021	32.52	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509189	02/26/2021	03/01/2021	5.31	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509211	02/26/2021	03/01/2021	227.26	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509220	02/26/2021	03/01/2021	-36.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509231	02/26/2021	03/01/2021	250.48	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509239	02/26/2021	03/01/2021	12.79	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509240	02/26/2021	03/01/2021	41.20	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117455	509462	02/26/2021	03/01/2021	473.97	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Home & Auto Supply	117455	509493	02/26/2021	03/01/2021	-54.00	SJC Ambulance	264350610 - Miscellaneous Supplie
					$1,641.65		
					$1,641.65		
Monticello Mercantile	117456	C201238	02/26/2021	03/01/2021	18.98	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	117456	C201384	02/26/2021	03/01/2021	14.90	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	117456	C201386	02/26/2021	03/01/2021	34.97	SJC Fire	104255610 - Miscellaneous Supplie
Monticello Mercantile	117456	C201568	02/26/2021	03/01/2021	19.99	SJC Weed Dept	104256260 - Buildings and Grounds
Monticello Mercantile	117456	C201570	02/26/2021	03/01/2021	51.55	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	117456	C201643	02/26/2021	03/01/2021	16.99	SJC Road	104256260 - Buildings and Grounds
Monticello Mercantile	117456	C201673	02/26/2021	03/01/2021	2.99	SJC Weed Dept	104256260 - Buildings and Grounds
Monticello Mercantile	117456	C201743	02/26/2021	03/01/2021	87.02	SJC Public Safety	104166260 - Buildings and Grounds
					$247.39		
					$247.39		
Morgan, Happy	117457	RI0301213	03/01/2021	03/01/2021	10,500.00		104126310 - Professional and Tech
					$10,500.00		
Motor Parts	117458	776925	02/26/2021	03/01/2021	6.88	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777053	02/26/2021	03/01/2021	70.48	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777054	02/26/2021	03/01/2021	12.32	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777151	02/26/2021	03/01/2021	35.08	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777496	02/26/2021	03/01/2021	17.36	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777700	02/26/2021	03/01/2021	2.93	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777953	02/26/2021	03/01/2021	181.50	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	777999	02/26/2021	03/01/2021	88.56	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117458	778010	02/26/2021	03/01/2021	8.57	SJC Road Dept	214412250 - Equipment Operation
					$423.68		
					$423.68		
National Benefit Services LLC	117459	789500	03/01/2021	03/01/2021	200.00	FSA Plan Annual Maintenance	104965140 - Other Employee Benefi
National Benefit Services LLC	117459	CP275936	02/26/2021	03/01/2021	5,985.45	Claims Paid Invoice	102227000 - Health Care Reimburs
					$6,185.45		
					$6,185.45		
Nicholas & Company	117460	7479620	02/26/2021	03/01/2021	1,957.01	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117460	7486488	02/26/2021	03/01/2021	2,053.92	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117460	7486494	02/26/2021	03/01/2021	1,251.95	SJC Aging	104678323 - Meals - Monticello

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Nicholas & Company	117460	7486496	02/26/2021	03/01/2021	1,419.11	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	117460	7486497	02/26/2021	03/01/2021	68.19	SJC Aging	104678329 - Meals - Bluff
					$6,750.18		
					$6,750.18		
Office Depot	117461	155909017001	03/01/2021	03/01/2021	80.56	SJC Clerk	104142240 - Office Expense
					$80.56		
Packard Wholesale Co.	117462	FCHRG100416	12/31/2020	03/01/2021	3.89	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117462	FCHRG100433	12/31/2020	03/01/2021	2.16	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117462	FCHRG100444	12/31/2020	03/01/2021	2.82	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117462	FCHRG100460	12/31/2020	03/01/2021	13.36	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117462	FCHRG100475	02/26/2021	03/01/2021	13.36	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117462	INV156331	12/31/2020	03/01/2021	462.29	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117462	INV156697	12/31/2020	03/01/2021	613.37	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117462	INV157087	12/30/2020	03/01/2021	90.27	SJC Library	724168250 - Equipment Operation
Packard Wholesale Co.	117462	INV157738	12/31/2020	03/01/2021	532.39	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117462	INV158087	12/31/2020	03/01/2021	172.79	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117462	INV158918	12/31/2020	03/01/2021	164.43	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117462	INV161132	02/26/2021	03/01/2021	481.89	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117462	INV161418	02/26/2021	03/01/2021	297.75	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117462	INV161426	02/26/2021	03/01/2021	116.09	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117462	INV161427	02/26/2021	03/01/2021	187.57	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	117462	INV161428	02/26/2021	03/01/2021	290.76	SJC Sheriff's Office	104230350 - State Prisoner Expens
					$3,445.19		
					$3,445.19		
Peak Mobile Comm	117463	31625	02/26/2021	03/01/2021	854.40	SJC Communications	104574480 - Special Department Su
					$854.40		
Quill Corporation	117464	14581895	02/26/2021	03/01/2021	230.97	SJC Aging	104679240 - Office Expense
Quill Corporation	117464	14635454	02/26/2021	03/01/2021	82.58	SJC Library	724581250 - Computer Maintenanc
Quill Corporation	117464	875554	02/26/2021	03/01/2021	-76.99	SJC Recorder	104144240 - Office Expense
					$236.56		
					$236.56		
Redd's Ace Hardware	117465	390299	12/31/2020	03/01/2021	-3.60	SJC Library	724581610 - Miscellaneous Supplie
Redd's Ace Hardware	117465	401066	12/31/2020	03/01/2021	1,299.55	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	117465	402779	02/09/2021	03/01/2021	14.04	SJC Public Health	255620.241 - DEQ Water Quality Po
Redd's Ace Hardware	117465	402780	02/09/2021	03/01/2021	14.99	SJC Public Health	255620.610 - DEQ Water Quality Mi
Redd's Ace Hardware	117465	403110	02/26/2021	03/01/2021	51.98	SJC Sheriff	104230610 - Miscellaneous Supplie
Redd's Ace Hardware	117465	403254	02/26/2021	03/01/2021	21.98	SJC Aging	104676610 - Miscellaneous Supplie
Redd's Ace Hardware	117465	403352	02/26/2021	03/01/2021	19.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Redd's Ace Hardware	117465	403378	02/26/2021	03/01/2021	16.98	SJC Fire	104225260 - Buildings and Grounds
Redd's Ace Hardware	117465	403379	02/26/2021	03/01/2021	14.99	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	117465	406436	02/26/2021	03/01/2021	27.99	SJC Road	214412250 - Equipment Operation
					$1,478.89		
					$1,478.89		

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RelaDyne West LLC	117466	0712622-IN	02/26/2021	03/01/2021	5,461.50	SJC Road	214412251 - Gas, Oil and Grease
RelaDyne West LLC	117466	0712628-IN	02/26/2021	03/01/2021	5,461.50	SJC Road	214412251 - Gas, Oil and Grease
					$10,923.00		
					$10,923.00		
Roughrock Aviation LLC	117467	RI0301214	03/01/2021	03/01/2021	6,500.00		105430615 - Contracts
					$6,500.00		
San Juan Clinic	117468	6959083	02/26/2021	03/01/2021	109.00	Douglas Lampkin	104230312 - Medical Expenses
					$109.00		
San Juan County	117469	21F08-P-006	02/26/2021	03/01/2021	953.25	TASK FORCE OVERTIME	104211110 - Salaries and Wages
					$953.25		
San Juan Health Services	117470	2222021	02/22/2021	03/01/2021	261.00	SJC Public Health	255298.480 - COVID Vaccine Vulne
					$261.00		
San Juan Record	117471	159066	02/26/2021	03/01/2021	40.60	SJC Assessor	104114220 - Public Notices
					$40.60		
Simpleview LLC	117472	INV117021	12/31/2020	03/01/2021	1,500.00	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Me
					$1,500.00		
Smith, Stuart	117473	EV20210226082	02/26/2021	03/01/2021	11.21	REIMBURSEMENT	104193240 - Office Expense
					$11.21		
Southwest Colorado TV	117474	02-25-2021	02/26/2021	03/01/2021	2,000.00	SJC COMMUNICATIONS	104574615 - Contracts
					$2,000.00		
Stryker Sales Corporation	117475	3291991	02/26/2021	03/01/2021	254.77	SJC Fire	264350610 - Miscellaneous Supplie
					$254.77		
Symbol Arts	117476	0366058-IN	02/26/2021	03/01/2021	789.75	SJC Sheriff Dept	104210610 - Miscellaneous Supplie
					$789.75		
Tiefenbach North America LLC	117477	410212	02/26/2021	03/01/2021	461.29	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	117477	410213	02/26/2021	03/01/2021	10.44	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	117477	410214	02/26/2021	03/01/2021	1.13	SJC Road Dept	214412250 - Equipment Operation
					$472.86		
					$472.86		
Turk, Quincey	117478	tr202102260817	02/26/2021	03/01/2021	14.00	Travel Reimbursement	264350230 - Travel Expense
					$14.00		
U.S. Bank Corporate Payment	117479	21F08-M-11	03/01/2021	03/01/2021	32.01	4246-0446-5304-7278 Jay Begay	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	117479	21F08-M-11	03/01/2021	03/01/2021	1,393.00	4246-0446-5304-7278 Jay Begay	104211230 - Travel Expense
U.S. Bank Corporate Payment	117479	21F08-M-11	03/01/2021	03/01/2021	3,895.01	4246-0446-5304-7278 Jay Begay	104211610 - Miscellaneous Su

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U.S. Bank Corporate Payment	117479	CC20210217163	03/01/2021	03/01/2021	29.00	4246-0446-0375-6549 Allison Yamamoto-Spa	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	117479	CC20210217163	03/01/2021	03/01/2021	16.00	4246-0446-5120-5167 David Carpenter	104144210 - Subscriptions and Me
U.S. Bank Corporate Payment	117479	CC20210217164	03/01/2021	03/01/2021	48.04	4246-0446-0382-0238 Natalie Randall	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	117479	CC20210217164	03/01/2021	03/01/2021	89.67	4246-0446-0382-0238 Natalie Randall	104193490 - Advertising and Promo
U.S. Bank Corporate Payment	117479	CC20210217164	03/01/2021	03/01/2021	-3.95	4246-0400-1991-8350 John David Nielson	254310240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210217164	03/01/2021	03/01/2021	15.30	4246-0400-1991-8350 John David Nielson	104142240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210217164	03/01/2021	03/01/2021	18.63	4246-0400-1991-8350 John David Nielson	254310240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210217164	03/01/2021	03/01/2021	55.43	4246-0400-1991-8350 John David Nielson	102136000 - Sales Tax Payable
U.S. Bank Corporate Payment	117479	CC20210218094	03/01/2021	03/01/2021	-149.99	4246-0400-1991-8418 Monica Alvarado	214412250 - Equipment Operation
U.S. Bank Corporate Payment	117479	CC20210218094	03/01/2021	03/01/2021	180.53	4246-0400-1991-8418 Monica Alvarado	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	117479	CC20210218094	03/01/2021	03/01/2021	214.00	4246-0400-1991-8418 Monica Alvarado	214414330 - Employee Education
U.S. Bank Corporate Payment	117479	CC20210218094	03/01/2021	03/01/2021	418.56	4246-0400-1991-8418 Monica Alvarado	214414240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210218094	03/01/2021	03/01/2021	425.53	4246-0400-1991-8418 Monica Alvarado	214414260 - Buildings and Grounds
U.S. Bank Corporate Payment	117479	CC20210218094	03/01/2021	03/01/2021	1,577.68	4246-0400-1991-8418 Monica Alvarado	214412250 - Equipment Operation
U.S. Bank Corporate Payment	117479	CC20210219103	03/01/2021	03/01/2021	718.11	4246-0441-0129-6816 David Gallegos	104225251 - Gas, Oil and Grease
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	100.00	4246-0470-0106-9233 Tammy Gallegos	104255330 - Employee Education
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	126.52	4246-0470-0106-9233 Tammy Gallegos	104225610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	143.94	4246-0470-0106-9233 Tammy Gallegos	104686610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	153.71	4246-0470-0106-9233 Tammy Gallegos	104255240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	161.74	4246-0470-0106-9233 Tammy Gallegos	104678325 - Meals - Blanding
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	485.22	4246-0470-0106-9233 Tammy Gallegos	104678328 - Meals - La Sal
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	958.99	4246-0470-0106-9233 Tammy Gallegos	104676610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210219104	03/01/2021	03/01/2021	1,670.33	4246-0470-0106-9233 Tammy Gallegos	574424610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210222082	03/01/2021	03/01/2021	1.83	4246-0470-0056-1370 Kent Cantrell	104147620 - Miscellaneous Service
U.S. Bank Corporate Payment	117479	CC20210222082	03/01/2021	03/01/2021	29.98	4246-0470-0056-1370 Kent Cantrell	104147610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210222082	03/01/2021	03/01/2021	333.94	4246-0470-0056-1370 Kent Cantrell	104147240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210222115	03/01/2021	03/01/2021	26.69	4246-0446-5312-8805 Scott Burgess	264350210 - Subscriptions and Me
U.S. Bank Corporate Payment	117479	CC20210222115	03/01/2021	03/01/2021	521.72	4246-0446-5312-8805 Scott Burgess	264350250 - Equipment Operation
U.S. Bank Corporate Payment	117479	CC20210222115	03/01/2021	03/01/2021	863.05	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education
U.S. Bank Corporate Payment	117479	CC20210224012	03/01/2021	03/01/2021	52.23	4246-0470-0125-7788 Nicole Perkins	724581240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210224012	03/01/2021	03/01/2021	97.30	4246-0470-0125-7788 Nicole Perkins	724581210 - Subscriptions and Me
U.S. Bank Corporate Payment	117479	CC20210224012	03/01/2021	03/01/2021	103.83	4246-0470-0125-7788 Nicole Perkins	724581620 - Special Programs
U.S. Bank Corporate Payment	117479	CC20210224012	03/01/2021	03/01/2021	120.00	4246-0470-0125-7788 Nicole Perkins	724581241 - Postage
U.S. Bank Corporate Payment	117479	CC20210224012	03/01/2021	03/01/2021	2,758.38	4246-0470-0125-7788 Nicole Perkins	724581480 - Collection Developmen
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	-9.06	4246-0400-1740-8495 Marsha Shumway	104230312 - Medical Expenses
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	27.90	4246-0400-1740-8495 Marsha Shumway	104230241 - Postage
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	45.00	4246-0400-1740-8495 Marsha Shumway	104230620 - Miscellaneous Service
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	99.26	4246-0400-1740-8495 Marsha Shumway	104230620 - Miscellaneous Service
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	108.53	4246-0400-1740-8495 Marsha Shumway	104230310 - Professional and Tech
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	118.62	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	388.95	4246-0400-1740-8495 Marsha Shumway	104210250 - Equipment Operation
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	10.55	4246-0470-0035-6060 Alan Freestone	104230312 - Medical Expenses
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	14.86	4246-0470-0035-6060 Alan Freestone	104230310 - Professional and Tech
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	54.99	4246-0470-0035-6060 Alan Freestone	104230610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	152.04	4246-0470-0035-6060 Alan Freestone	104215620 - Miscellaneous Service
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	301.85	4246-0470-0035-6060 Alan Freestone	104210610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	769.85	4246-0470-0035-6060 Alan Freestone	104210250 - Equipment Operation
U.S. Bank Corporate Payment	117479	cc202102260834	03/01/2021	03/01/2021	86.51	4246-0446-5323-3506 Cindi Holyoak	104114240 - Office Expense

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U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	4.95	4246-0446-5118-0295 Mack McDonald	104113240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	46.90	4246-0446-5118-0295 Mack McDonald	104111240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	178.66	4246-0446-5118-0295 Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	117479	CC20210226083	03/01/2021	03/01/2021	225.00	4246-0446-5118-0295 Mack McDonald	104161260 - Buildings and Grounds
U.S. Bank Corporate Payment	117479	CC20210226142	03/01/2021	03/01/2021	123.78	4246-0470-0035-2895 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117479	CC20210226142	03/01/2021	03/01/2021	510.41	4246-0470-0035-2895 Bruce Bushore	104256240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210226142	03/01/2021	03/01/2021	699.90	4246-0470-0035-2895 Bruce Bushore	104210610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117479	CC20210226143	03/01/2021	03/01/2021	-504.94	4246-0446-5308-7720 Robert Winder	104574240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210226143	03/01/2021	03/01/2021	4.99	4246-0446-5308-7720 Robert Winder	104574240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210226143	03/01/2021	03/01/2021	149.68	4246-0446-5308-7720 Robert Winder	104574240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20210226143	03/01/2021	03/01/2021	37.97	4246-0446-5223-5494 Aspen Draper	104193240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20212202013	03/01/2021	03/01/2021	9.99	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense
U.S. Bank Corporate Payment	117479	CC20212202013	03/01/2021	03/01/2021	54.94	4246-0470-0113-7634 Mikaela Ramsay	724581620 - Special Programs
U.S. Bank Corporate Payment	117479	CC20212202013	03/01/2021	03/01/2021	154.56	4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	117479	CC20212202013	03/01/2021	03/01/2021	322.96	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Developmen
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	32.01	4246-0446-0257-1923 Kirk Benge	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	49.99	4246-0446-0257-1923 Kirk Benge	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	590.80	4246-0446-0257-1923 Kirk Benge	255007.280 - Indirect Admin Teleph
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	5.79	4246-0446-5223-5460 Kelly Vess	255620.241 - DEQ Water Quality Po
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	9.99	4246-0446-5223-5460 Kelly Vess	255007.240 - Indirect Admin Office
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	17.97	4246-0446-5223-5460 Kelly Vess	255007.240 - Indirect Admin Office
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	18.15	4246-0446-5223-5460 Kelly Vess	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	20.22	Vaccine bandages	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	31.19	4246-0446-5223-5460 Kelly Vess	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	35.56	4246-0446-5223-5460 Kelly Vess	255299.620 - COVID Vaccine Non-
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	37.76	4246-0446-5223-5460 Kelly Vess	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	40.42	Vaccine supplies	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	51.20	Sharps containers	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	52.80	Extended-hours vaccine clinic	255298.620 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	68.30	Vaccine bandages	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	74.71	4246-0446-5223-5460 Kelly Vess	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	91.57	4246-0446-5223-5460 Kelly Vess	255012.620 - Local General Health
U.S. Bank Corporate Payment	117479	USBank0210202	02/10/2021	03/01/2021	108.12	Waste Management invoice	255007.270 - Indirect Admin Utilities
					$23,208.11		
					$23,208.11		
Utah Communications Authority	117480	INV-828	02/26/2021	03/01/2021	160.00	SJC Sheriff	104210250 - Equipment Operation
Utah Communications Authority	117480	INV-832	02/26/2021	03/01/2021	80.00	SJC Sheriff	104210250 - Equipment Operation
					$240.00		
					$240.00		
Utah Navajo Health System	117481	RI0301215	03/01/2021	03/01/2021	165.00		724581915 - Transfers to Other Unit
					$165.00		
Utah Retirement Systems	EFT	PR012921-3952	02/12/2021	03/01/2021	40.00	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR012921-3952	02/12/2021	03/01/2021	65.49	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR012921-3952	02/12/2021	03/01/2021	84.51	457 Retirement	102224000 - Retirement Payable

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Retirement Systems	EFT	PR012921-3952	02/12/2021	03/01/2021	1,001.67	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR012921-3952	02/12/2021	03/01/2021	18,891.05	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021221-3952	02/26/2021	03/01/2021	40.00	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021221-3952	02/26/2021	03/01/2021	65.49	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021221-3952	02/26/2021	03/01/2021	84.51	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021221-3952	02/26/2021	03/01/2021	1,253.04	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021221-3952	02/26/2021	03/01/2021	18,235.25	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	191.91	State Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	220.00	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	674.63	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	1,230.00	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	2,343.15	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	7,530.00	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR021921-3952	02/26/2021	03/01/2021	60,339.99	State Retirement	102224000 - Retirement Payable
					$112,290.69		
					$112,290.69		
Utah Telehealth Network	117482	35886	02/28/2021	03/01/2021	481.00	UTN Membership Fees	255007.280 - Indirect Admin Teleph
					$481.00		
Verizon Wireless	117483	9873309924	02/26/2021	03/01/2021	157.13	265507612-00001	264350280 - Telephone
Verizon Wireless	117483	9873309925	02/26/2021	03/01/2021	53.28	265507612-00002	104113280 - Telephone
Verizon Wireless	117483	9873309926	02/26/2021	03/01/2021	53.28	265507612-00003	104151280 - Telephone
Verizon Wireless	117483	9873309965	02/26/2021	03/01/2021	104.08	265533440-00001	104134280 - Telephone
Verizon Wireless	117483	9873319267	02/26/2021	03/01/2021	100.56	365506834-00001	104225280 - Telephone
Verizon Wireless	117483	9873319275	02/26/2021	03/01/2021	133.30	365507784-00001	104574280 - Telephone
Verizon Wireless	117483	9873328426	02/26/2021	03/01/2021	8.52	465505932-00001	104255280 - Telephone
Verizon Wireless	117483	9873337709	02/26/2021	03/01/2021	77.52	565508016-00001	104161280 - Telephone
Verizon Wireless	117483	9873346929	02/26/2021	03/01/2021	8.52	665505466-00001	104255280 - Telephone
Verizon Wireless	117483	9873346992	02/26/2021	03/01/2021	269.07	665507629-00003	104211610 - Miscellaneous Supplie
Verizon Wireless	117483	9873346993	02/26/2021	03/01/2021	226.63	665507629-00004	104230280 - Telephone
Verizon Wireless	117483	9873346994	02/22/2021	03/01/2021	62.56	665507629-00005	104242280 - Telephone
Verizon Wireless	117483	9873347018	02/26/2021	03/01/2021	210.02	665509557-00003	104610280 - Telephone
Verizon Wireless	117483	9873355976	02/26/2021	03/01/2021	54.20	765507047-00001	104112280 - Telephone
Verizon Wireless	117483	9873355976	02/26/2021	03/01/2021	150.69	765507047-00001	104111280 - Telephone
Verizon Wireless	117483	9873355977	02/26/2021	03/01/2021	55.68	765507047-00003	104147280 - Telephone
Verizon Wireless	117483	9873355997	02/26/2021	03/01/2021	53.28	765508819-00001	104675280 - Telephone
Verizon Wireless	117483	9873355997	02/26/2021	03/01/2021	106.56	765508819-00001	104679280 - Telephone
					$1,884.88		
					$1,884.88		
Washington National Insurance	117484	P2094481	02/26/2021	03/01/2021	2,085.01	Payroll Benefits	102229000 - Other Deductions Paya
					$2,085.01		
Wheeler Machinery Company	117485	PS001102826	02/26/2021	03/01/2021	3,447.22	SJC Road Dept	214412250 - Equipment Operation
					$3,447.22		
					$486,306.27		

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Abbott Laboratories	117682	613392545	03/29/2021	03/30/2021	454.92	SJC Aging	104679610 - Miscellaneous Supplie
Abbott Laboratories	117682	613392545	03/29/2021	03/30/2021	807.72	SJC Aging	104680610 - Miscellaneous Supplie
					$1,262.64		
					$1,262.64		
Alan's Body Shop	117683	13947	03/25/2021	03/30/2021	279.00	SJC Road Dept	214412250 - Equipment Operation
					$279.00		
Amerigas Propane LP	117684	3119386706	03/29/2021	03/30/2021	203.09	200752247	104225270 - Utilities
Amerigas Propane LP	117684	3119484233	03/29/2021	03/30/2021	308.88	200752247	104225270 - Utilities
Amerigas Propane LP	117684	804989265	03/26/2021	03/30/2021	426.71	200781355	214414270 - Utilities
					$938.68		
					$938.68		
Best Deal Spring Inc.	117685	20004853-00	03/26/2021	03/30/2021	641.86	SJC Road Dept	214412250 - Equipment Operation
					$641.86		
Blue Mountain Meats Inc.	117686	399236	03/29/2021	03/30/2021	772.73	SJC Aging	104678328 - Meals - La Sal
					$772.73		
Cintas Corporation #108	117687	4079430508	03/26/2021	03/30/2021	34.80	SJC Road Dept	214412260 - Buildings and Grounds
Cintas Corporation #108	117687	4079430508	03/26/2021	03/30/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					$79.35		
					$79.35		
Dominion Energy	117688	DE20210325140	03/26/2021	03/30/2021	394.87	0922180000 835 E Central Fair	104161270 - Utilities
					$394.87		
DOT FHWA	117689	19922	03/26/2021	03/30/2021	31,587.77	SJC Road Dept.	214414310 - Professional and Tech
					$31,587.77		
edcUTAH	117690	10343	03/26/2021	03/30/2021	1,600.00	San Juan County Economic Dev.	104192210 - Subscriptions and Me
					$1,600.00		
Election Systems & Software LLC	117691	1181952	03/26/2021	03/30/2021	6,260.00	SJC Election	104173310 - Professional and Tech
					$6,260.00		
Empire Electric Assoc. Inc.	117692	1001688158	03/26/2021	03/30/2021	710.29	25395 - 885 E Center St	214414270 - Utilities
					$710.29		
Fastenal Company	117693	COBAY64454	03/26/2021	03/30/2021	217.54	SJC Road	214412250 - Equipment Operation
Fastenal Company	117693	COBAY64455	03/26/2021	03/30/2021	589.23	SJC Road	214412250 - Equipment Operation
Fastenal Company	117693	COBAY64456	03/26/2021	03/30/2021	174.75	SJC Road	214414480 - Special Department Su
Fastenal Company	117693	COBAY64457	03/26/2021	03/30/2021	26.05	SJC Road	104161260 - Buildings and Grounds
					$1,007.57		
					$1,007.57		

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Foster, Karen	117694	EV20210326134	03/29/2021	03/30/2021	90.52	TRAVEL REIMBURSEMENT	574424230 - Travel Expense
					$90.52		
Four Corners Welding & Gas	117695	CC360218	03/26/2021	03/30/2021	-112.00	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	117695	GR00152744	03/26/2021	03/30/2021	35.00	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	117695	GR00153550	03/26/2021	03/30/2021	35.00	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	117695	GR00154373	03/26/2021	03/30/2021	21.00	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	117695	GR00155191	03/26/2021	03/30/2021	21.00	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	117695	GR00155192	03/26/2021	03/30/2021	82.00	SJC Road Dept	214412250 - Equipment Operation
					$82.00		
					$82.00		
Frontier	117696	FC20210325140	03/26/2021	03/30/2021	56.31	435-587-3236-042790-8	104193280 - Telephone
Frontier	117696	FC20210325140	03/29/2021	03/30/2021	200.46	435-188-3500-010715-8	574424280 - Telephone
Frontier	117696	FC20210325140	03/29/2021	03/30/2021	968.80	435-188-3500-010715-8	104150280 - Telephone
Frontier	117696	FC20210325163	03/26/2021	03/30/2021	332.87	435-678-2429-030173-8	214414280 - Telephone
Frontier	117696	FC20210325163	03/26/2021	03/30/2021	81.80	435-651-3269-111692-8	214414280 - Telephone
Frontier	117696	FC20210326134	03/29/2021	03/30/2021	179.50	435-684-3589-081007-8	105430280 - Telephone
Frontier	117696	FC20210326134	03/29/2021	03/30/2021	60.22	435-684-3576-051707-8	105430280 - Telephone
Frontier	117696	FC20210326134	03/29/2021	03/30/2021	262.33	435-727-3440-062308-8	104225280 - Telephone
Frontier	117696	FC20212503113	03/29/2021	03/30/2021	145.00	435-587-2281-010170-8	724581280 - Telephone
Frontier	117696	FC20212503113	03/29/2021	03/30/2021	69.73	435-686-9936-020810-8	724581280 - Telephone
					$2,357.02		
					$2,357.02		
Grand County Emergency Medical	117697	EMS-19-0127	03/29/2021	03/30/2021	95.00	SJC Ambulance	264350330 - Employee Education
					$95.00		
Grand Junction Peterbilt	117698	191151	03/26/2021	03/30/2021	2,304.92	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191173	03/26/2021	03/30/2021	47.79	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191260	03/26/2021	03/30/2021	199.78	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191362	03/26/2021	03/30/2021	547.84	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191379	03/26/2021	03/30/2021	24.96	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191393	03/26/2021	03/30/2021	24.96	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191402	03/26/2021	03/30/2021	200.44	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117698	191407	03/26/2021	03/30/2021	10.27	SJC Road Dept	214412250 - Equipment Operation
					$3,360.96		
					$3,360.96		
Hennessy Industries LLC.	117699	897952	03/26/2021	03/30/2021	218.07	SJC Road	214412250 - Equipment Operation
					$218.07		
Holland Equipment Company	117700	80615	03/26/2021	03/30/2021	487.76	SJC Road Dept	214412250 - Equipment Operation
					$487.76		
Howell, Breanna	117701	EVBH03252021	03/25/2021	03/30/2021	8.75	SJC Public Health - Tobacco Compliance Che	255062.310 - Tobacco Compliance
Howell, Breanna	117701	EVBH03252021	03/25/2021	03/30/2021	250.00	SJC Public Health - Tobacco Compliance Che	255062.620 - Tobacco Compliance
					$258.75		
					$258.75		

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Larry H. Miller	117702	1852809W	03/26/2021	03/30/2021	583.36	SJC Road Dept	214412250 - Equipment Operation
Larry H. Miller	117702	2426327	03/26/2021	03/30/2021	142.99	SJC Road Dept	214412250 - Equipment Operation
Larry H. Miller	117702	2426503	03/26/2021	03/30/2021	46.88	SJC Road Dept	214412250 - Equipment Operation
					$773.23		
Larry H. Miller	117703	1851267W	03/26/2021	03/30/2021	222.73	SJC Road Dept	214412250 - Equipment Operation
Larry H. Miller	117703	1854593W	03/26/2021	03/30/2021	73.98	SJC Road Dept	214412250 - Equipment Operation
					$296.71		
Larry H. Miller	117704	2426403	03/26/2021	03/30/2021	65.78	SJC Road Dept	214412250 - Equipment Operation
					$1,135.72		
Maxwell Products Inc.	117705	19664	03/26/2021	03/30/2021	11,360.22	SJC Road Dept	214414410 - Road Supplies
Maxwell Products Inc.	117705	19665	03/26/2021	03/30/2021	10,524.80	SJC Road Dept	214414410 - Road Supplies
					$21,885.02		
					$21,885.02		
Meyer, Rick	117706	TF20210325140	03/26/2021	03/30/2021	88.00	Travel Reimbursement	104146230 - Travel Expense
					$88.00		
MicroMarketing	117707	843807	03/26/2021	03/30/2021	50.98	SJC Library	724581480 - Collection Developmen
					$50.98		
Moab City Corporation	117708	MCC202103251	03/26/2021	03/30/2021	83.50	SJC ROAD	214414410 - Road Supplies
					$83.50		
Monticello Home & Auto Supply	117709	509215	03/26/2021	03/30/2021	171.38	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509258	03/26/2021	03/30/2021	48.29	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509271	03/26/2021	03/30/2021	143.24	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509366	03/26/2021	03/30/2021	284.24	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509383	03/26/2021	03/30/2021	-27.30	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509385	03/26/2021	03/30/2021	59.58	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509387	03/26/2021	03/30/2021	22.13	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509426	03/26/2021	03/30/2021	22.03	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509474	03/26/2021	03/30/2021	16.27	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509476	03/26/2021	03/30/2021	-66.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509747	03/26/2021	03/30/2021	328.88	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509751	03/26/2021	03/30/2021	433.56	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	509878	03/26/2021	03/30/2021	214.35	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510101	03/26/2021	03/30/2021	217.04	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510112	03/26/2021	03/30/2021	63.16	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510131	03/26/2021	03/30/2021	11.37	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510140	03/26/2021	03/30/2021	3.18	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510149	03/26/2021	03/30/2021	60.99	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510162	03/26/2021	03/30/2021	33.64	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510169	03/26/2021	03/30/2021	-20.14	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510217	03/26/2021	03/30/2021	34.46	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510238	03/26/2021	03/30/2021	41.72	SJC Road	214412250 - Equipment Operation

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Monticello Home & Auto Supply	117709	510363	03/26/2021	03/30/2021	215.36	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510376	03/26/2021	03/30/2021	189.59	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510397	03/26/2021	03/30/2021	34.46	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510431	03/26/2021	03/30/2021	34.46	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510438	03/26/2021	03/30/2021	27.99	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510453	03/26/2021	03/30/2021	45.01	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510463	03/26/2021	03/30/2021	12.67	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510548	03/26/2021	03/30/2021	124.40	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510555	03/26/2021	03/30/2021	142.28	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510556	03/26/2021	03/30/2021	5.03	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510703	03/26/2021	03/30/2021	61.17	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510709	03/26/2021	03/30/2021	-58.64	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510710	03/26/2021	03/30/2021	18.99	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510754	03/26/2021	03/30/2021	21.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510771	03/26/2021	03/30/2021	578.28	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510837	03/26/2021	03/30/2021	10.76	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510843	03/26/2021	03/30/2021	-108.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117709	510883	03/26/2021	03/30/2021	103.15	SJC Road	214412250 - Equipment Operation
					$3,554.03		
					$3,554.03		
Monticello Mercantile	117710	C203006	03/26/2021	03/30/2021	34.99	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	117710	C203864	03/26/2021	03/30/2021	15.00	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	117710	C203977	03/26/2021	03/30/2021	31.98	SJC Weed Dept	104256260 - Buildings and Grounds
					$81.97		
					$81.97		
Motor Parts	117711	778982	03/26/2021	03/30/2021	194.80	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779257	03/26/2021	03/30/2021	37.02	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779283	03/26/2021	03/30/2021	36.60	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779289	03/26/2021	03/30/2021	43.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779306	03/26/2021	03/30/2021	25.61	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779584	03/26/2021	03/30/2021	7.19	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779605	03/26/2021	03/30/2021	402.56	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779625	03/26/2021	03/30/2021	74.74	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779676	03/26/2021	03/30/2021	6.64	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779693	03/26/2021	03/30/2021	137.76	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779701	03/26/2021	03/30/2021	12.56	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779719	03/26/2021	03/30/2021	21.16	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779742	03/26/2021	03/30/2021	30.33	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779781	03/26/2021	03/30/2021	31.68	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117711	779816	03/26/2021	03/30/2021	-9.38	SJC Road Dept	214412250 - Equipment Operation
					$1,052.27		
					$1,052.27		
Mountainland Supply Co	117712	S103993589.001	03/29/2021	03/30/2021	378.08	SJC LANDFILL	574424260 - Buildings and Grounds
					$378.08		

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Navajo Tribal UtilityAuthority	117713	30000863119	03/26/2021	03/30/2021	156.31	60378370- MC N Hwy 162 NE LDS CHR Tow	104574270 - Utilities
					$156.31		
Packard Wholesale Co.	117714	INV162874	03/29/2021	03/30/2021	416.42	SJC Aging	104678328 - Meals - La Sal
					$416.42		
Peak JCB	117715	PSI-000468	03/26/2021	03/30/2021	116.70	SJC Road	214412250 - Equipment Operation
Peak JCB	117715	S-0094439	03/26/2021	03/30/2021	1,676.96	SJC Road	214412250 - Equipment Operation
					$1,793.66		
					$1,793.66		
Petty Cash	117716	EVPH03252021	03/25/2021	03/30/2021	22.28	Petty Cash - Public Health	255062.310 - Tobacco Compliance
					$22.28		
Rarick, Randy	117717	TR20210325140	03/26/2021	03/30/2021	101.75	Travel Reimbursement	574424240 - Office Expense
					$101.75		
Redd's Ace Hardware	117718	404516	03/29/2021	03/30/2021	59.94	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	117718	404579	03/29/2021	03/30/2021	14.58	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	117718	404579	03/29/2021	03/30/2021	48.24	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	117718	404704	03/29/2021	03/30/2021	24.97	SJC Landfill	574424610 - Miscellaneous Supplie
Redd's Ace Hardware	117718	405014	03/26/2021	03/30/2021	16.99	SJC Road	214412250 - Equipment Operation
					$164.72		
					$164.72		
SEUALG	117719	SJCDUES21	03/26/2021	03/30/2021	27,400.00	San Juan County Dues & Contributions	104150210 - Subscriptions and Me
					$27,400.00		
Smith, Stuart	117720	EV20210325140	03/26/2021	03/30/2021	7.82	Purchase Reimbursement	104193240 - Office Expense
					$7.82		
Snap - On Tools	117721	03232135640	03/26/2021	03/30/2021	1,285.00	SJC Road	214412740 - Equipment Purchases
					$1,285.00		
Tiefenbach North America LLC	117722	411914	03/26/2021	03/30/2021	49.31	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	117722	411915	03/26/2021	03/30/2021	22.56	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	117722	412085	03/26/2021	03/30/2021	5.65	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	117722	412138	03/26/2021	03/30/2021	41.59	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	117722	412914	03/26/2021	03/30/2021	172.72	SJC Road Dept	214412250 - Equipment Operation
					$291.83		
					$291.83		
U.S. Bank Corporate Payment	117723	CC20210318172	03/29/2021	03/30/2021	4.21	4246-0470-0080-1867 Monica Alvarado	214414240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210318172	03/29/2021	03/30/2021	25.00	4246-0470-0080-1867 Monica Alvarado	104256330 - Employee Education
U.S. Bank Corporate Payment	117723	CC20210318172	03/29/2021	03/30/2021	59.20	4246-0470-0080-1867 Monica Alvarado	214414260 - Buildings and Grounds
U.S. Bank Corporate Payment	117723	CC20210318172	03/29/2021	03/30/2021	71.73	4246-0470-0080-1867 Monica Alvarado	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	117723	CC20210318172	03/29/2021	03/30/2021	263.68	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operati

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U.S. Bank Corporate Payment	117723	CC20210319081	03/29/2021	03/30/2021	100.00	4246-0470-0108-2897 Jason Torgerson	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	117723	CC20210319082	03/29/2021	03/30/2021	89.85	4246-0446-5308-7720 Robert Winder	104574240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	-1,554.95	4246-0470-0106-9233 Tammy Gallegos	104150920 - Cares Act Expenses
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	23.37	4246-0470-0106-9233 Tammy Gallegos	104111610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	24.28	4246-0470-0106-9233 Tammy Gallegos	104684240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	46.97	4246-0470-0106-9233 Tammy Gallegos	104255240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	61.26	4246-0470-0106-9233 Tammy Gallegos	104686610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	646.96	4246-0470-0106-9233 Tammy Gallegos	104678328 - Meals - La Sal
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	845.00	4246-0470-0106-9233 Tammy Gallegos	104676610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	1,019.56	4246-0470-0106-9233 Tammy Gallegos	104255610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	108.29	4246-0441-0129-6816 David Gallegos	104220615 - Contracts
U.S. Bank Corporate Payment	117723	CC20210319133	03/29/2021	03/30/2021	109.73	4246-0441-0129-6816 David Gallegos	104225250 - Equipment Operation
U.S. Bank Corporate Payment	117723	CC20210322151	03/29/2021	03/30/2021	392.08	4246-0470-0107-1528 Allison Yamamoto-Spa	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	2.50	4246-0446-5223-5502 Stuart Smith	104193250 - Equipment Operation
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	-14.54	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	30.99	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	65.85	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	69.30	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	113.98	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	164.47	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	231.19	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	275.00	4246-0470-0087-8873 Bruce Bushore	104210610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	10.00	4246-0400-1991-8350 John David Nielson	104142240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	14.68	4246-0400-1991-8350 John David Nielson	254310240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	48.04	4246-0470-0089-6974 Natalie Randall	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	-178.66	4246-0446-5118-0295 Mack McDonald	104112310 - Professional and Tech
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	308.08	4246-0446-5118-0295 Mack McDonald	104113240 - Office Expense
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	426.84	4246-0446-5118-0295 Mack McDonald	104146230 - Travel Expense
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	1,000.00	4246-0446-5323-3506 Cindi Holyoak	104144242 - Software Maintenance
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	98.40	4246-0446-5223-5494 Aspen Draper	104193241 - Postage
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	24.02	4246-0470-0056-1370 Kent Cantrell	104147241 - Postage
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	34.91	4246-0470-0056-1370 Kent Cantrell	104147230 - Travel Expense
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	623.68	4246-0470-0056-1370 Kent Cantrell	104147480 - Special Department Su
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	14.86	4246-0470-0071-7485 Alan Freestone	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	7,798.00	4246-0470-0071-7485 Alan Freestone	104210620 - Miscellaneous Service
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	8.53	4246-0400-1740-8495 Marsha Shumway	104230230 - Travel Expense
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	14.49	4246-0400-1740-8495 Marsha Shumway	104230241 - Postage
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	68.39	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	130.00	4246-0400-1740-8495 Marsha Shumway	104210330 - Employee Education
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	149.00	4246-0400-1740-8495 Marsha Shumway	104210330 - Employee Education
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	179.99	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	117723	CC20210325140	03/29/2021	03/30/2021	320.22	4246-0400-1740-8495 Marsha Shumway	104230350 - State Prisoner Expens
U.S. Bank Corporate Payment	117723	CC20210329115	03/30/2021	03/30/2021	26.69	4246-0446-5312-8805 Scott Burgess	264350210 - Subscriptions and Me
U.S. Bank Corporate Payment	117723	CC20210329115	03/30/2021	03/30/2021	824.65	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education
U.S. Bank Corporate Payment	117723	CC20210329115	03/30/2021	03/30/2021	1,950.82	4246-0446-5312-8805 Scott Burgess	264350610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	117723	CC20212303035	03/29/2021	03/30/2021	20.96	4246-0470-0113-7634 Mikaela Ramsay	724581620 - Special Programs
U.S. Bank Corporate Payment	117723	CC20212303035	03/29/2021	03/30/2021	35.89	4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	117723	CC20212303035	03/29/2021	03/30/2021	129.26	4246-0470-0113-7634 Mikaela Ramsay	724581241 - Postage

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U.S. Bank Corporate Payment	117723	CC20212303035	03/29/2021	03/30/2021	275.73	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Developmen
U.S. Bank Corporate Payment	117723	CC20212503045	03/29/2021	03/30/2021	66.13	4246-0470-0125-7788 Nicole Perkins	724581241 - Postage
U.S. Bank Corporate Payment	117723	CC20212503045	03/29/2021	03/30/2021	368.00	4246-0470-0125-7788 Nicole Perkins	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	117723	CC20212503045	03/29/2021	03/30/2021	907.13	4246-0470-0125-7788 Nicole Perkins	724581480 - Collection Developmen
U.S. Bank Corporate Payment	117723	CC20212503045	03/29/2021	03/30/2021	1,212.37	4246-0470-0125-7788 Nicole Perkins	724581240 - Office Expense
U.S. Bank Corporate Payment	117723	USBank031021	03/10/2021	03/30/2021	34.99	4246-0446-5400-2744 Carver Black	255310.240 - PHEP Preparedness
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	12.35	4246-0446-5223-5460 Kelly Vess	255012.620 - Local General Health
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	13.88	4246-0446-5223-5460 Kelly Vess	255007.240 - Indirect Admin Office
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	14.27	4246-0446-5223-5460 Kelly Vess	255007.240 - Indirect Admin Office
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	18.36	4246-0446-5223-5460 Kelly Vess	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	24.99	4246-0446-5223-5460 Kelly Vess	255297.240 - CCP Project IMHC Off
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	28.78	4246-0446-5223-5460 Kelly Vess	255012.620 - Local General Health
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	32.01	4246-0446-5223-5460 Kelly Vess	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	37.00	4246-0446-5223-5460 Kelly Vess	255009.310 - Indirect Health Edu Pr
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	37.76	4246-0446-5223-5460 Kelly Vess	255298.480 - COVID Vaccine Vulne
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	67.98	4246-0446-5223-5460 Kelly Vess	255007.240 - Indirect Admin Office
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	71.12	4246-0446-5223-5460 Kelly Vess	255012.620 - Local General Health
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	92.00	4246-0446-5223-5460 Kelly Vess	255071.610 - MCH Injury Prevention
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	108.94	4246-0446-5223-5460 Kelly Vess	255071.610 - MCH Injury Prevention
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	200.00	4246-0446-5223-5460 Kelly Vess	255007.210 - Indirect Admin Subscri
U.S. Bank Corporate Payment	117723	USBank031021K	03/10/2021	03/30/2021	590.80	4246-0446-5223-5460 Kelly Vess	255007.280 - Indirect Admin Teleph
					$21,571.29		
					$21,571.29		
Verizon Wireless	117724	9875441648	03/26/2021	03/30/2021	146.57	265508664-00001	214414280 - Telephone
Verizon Wireless	117724	9875469687	03/26/2021	03/30/2021	77.52	565508016-00001	104161280 - Telephone
					$224.09		
					$224.09		
Willow Creek Salt Company	117725	2664	03/25/2021	03/30/2021	2,030.87	SJC Road	214415410 - Road Supplies
					$2,030.87		
					$136,260.45		

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Amerigas Propane LP	117632	3119200472	03/19/2021	03/23/2021	576.99	200752247	104225270 - Utilities
Amerigas Propane LP	117632	3119200473	03/19/2021	03/23/2021	598.71	200752247	104225270 - Utilities
Amerigas Propane LP	117632	3119440671	03/19/2021	03/23/2021	693.69	200752247	105430270 - Utilities
					$1,869.39		
					$1,869.39		
Begay, Jay	117633	20F08-T-009	03/19/2021	03/23/2021	192.62	Purchase Reimbursement	104211230 - Travel Expense
Begay, Jay	117633	20F08-T-010	03/19/2021	03/23/2021	493.43	Purchase Reimbursement	104211230 - Travel Expense
					$686.05		
					$686.05		
Benally, Sage	117634	MR20210322151	03/23/2021	03/23/2021	20.00	MEAL REIMBURSEMENT	264350230 - Travel Expense
					$20.00		
Blue Mountain Foods	117635	113360	03/19/2021	03/23/2021	16.55	SJC Jail	104230480 - Kitchen Food
					$16.55		
Blue Mountain Meats Inc.	117636	398933	03/19/2021	03/23/2021	130.50	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	117636	399133	03/19/2021	03/23/2021	37.42	SJC Sheriff	104230480 - Kitchen Food
					$167.92		
					$167.92		
Bluff Water Works	117637	9333	03/19/2021	03/23/2021	25.00	Bluff Fire Sation	104225270 - Utilities
					$25.00		
Bradford, David P.	117638	EV20210319082	03/22/2021	03/23/2021	50.00	SJC AMB	264350330 - Employee Education
Bradford, David P.	117638	MR20210322151	03/23/2021	03/23/2021	20.00	SJC AMB	264350230 - Travel Expense
Bradford, David P.	117638	MR20210322151	03/23/2021	03/23/2021	20.00	SJC AMB	264350230 - Travel Expense
					$90.00		
					$90.00		
Cintas Corporation #108	117639	4078784340	03/19/2021	03/23/2021	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	117639	4078784340	03/19/2021	03/23/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					$79.35		
					$79.35		
Cody, Lucille	117640	EV20212203085	03/23/2021	03/23/2021	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					$50.00		
Dailey, Carolyn	117641	EV20212203090	03/23/2021	03/23/2021	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					$50.00		
Deeter, Karry	117642	EV20212203090	03/23/2021	03/23/2021	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					$50.00		
Dominion Energy	117643	DE20210322151	03/23/2021	03/23/2021	303.91	7643860000 80 N Main St	724167270 - Utilities
					$303.91		

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Earthgrains Baking Company	117644	85272222592	03/19/2021	03/23/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
					$56.00		
Emery Telcom	117645	ET20210319082	03/19/2021	03/23/2021	84.95	3324200 - SJC Admin Building	104255270 - Utilities
Emery Telcom	117645	ET20210319082	03/19/2021	03/23/2021	104.95	3324200 - SJC Admin Building	214414280 - Telephone
Emery Telcom	117645	ET20210319082	03/19/2021	03/23/2021	180.95	3324200 - SJC Admin Building	104151620 - Miscellaneous Service
					$370.85		
					$370.85		
Empire Electric Assoc. Inc.	117646	1001688157	03/23/2021	03/23/2021	4,084.08	9579024 - 297 S Main	104161270 - Utilities
					$4,084.08		
FERNO-Washington Inc	117647	881677	03/23/2021	03/23/2021	4,697.70	SJC Ambulance	104150920 - Cares Act Expenses
					$4,697.70		
Follett School Solutions Inc	117648	1430636	03/23/2021	03/23/2021	907.05	SJC Library	724581242 - Software Maintenance
Follett School Solutions Inc	117648	1430651	03/23/2021	03/23/2021	907.05	SJC Library	724581242 - Software Maintenance
					$1,814.10		
					$1,814.10		
Ford, Genevieve	117649	EV20212203031	03/23/2021	03/23/2021	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					$50.00		
Fowles, Pamela	117650	EV20210319081	03/23/2021	03/23/2021	18.50	WITNESS FEE CASE#201700262	104145310 - Professional and Tech
					$18.50		
Frontier	117651	FC20210318124	03/19/2021	03/23/2021	371.82	435-678-2429-030173-8	214414280 - Telephone
Frontier	117651	FC20210322151	03/23/2021	03/23/2021	112.62	435-587-3236-042790-8	104193280 - Telephone
					$484.44		
					$484.44		
Grainger	117652	9824155858	03/19/2021	03/23/2021	63.00	SJC Public Safety Dept- 809616402	104166260 - Buildings and Grounds
					$63.00		
Granicus	117653	137602	03/19/2021	03/23/2021	23,685.66	Host Compliance Ad	104193210 - Subscriptions and Me
					$23,685.66		
Harloff	117654	243120	03/23/2021	03/23/2021	2,861.38	SJC SHERIFF	104230312 - Medical Expenses
					$2,861.38		
IFA Country Stores	117655	1014923215	03/23/2021	03/23/2021	477.14	SJC ADMIN	104161260 - Buildings and Grounds
					$477.14		
ImageNet Consulting LLC	117656	CNIN130255FA	03/19/2021	03/23/2021	0.67	SJC Non Dept	104150240 - Office Expense
ImageNet Consulting LLC	117656	CNIN131137FA	03/19/2021	03/23/2021	393.50	SJC Non Dept	104150240 - Office Expense
ImageNet Consulting LLC	117656	CNIN131183FA	03/19/2021	03/23/2021	35.24	SJC Non Dept	104150240 - Office Expense
					$429.41		
					$429.41		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
inContact Inc.	117657	6776643	03/23/2021	03/23/2021	32.16	SJC Economic Devel.	104193280 - Telephone
					$32.16		
JCI Billing Services	117658	1591	03/19/2021	03/23/2021	2,196.00	SJC Ambulance Services	264350310 - Professional and Tech
					$2,196.00		
Main Street Drug and Boutique	117659	158960	03/19/2021	03/23/2021	15.00	SJC Sheriff Dept	104230312 - Medical Expenses
					$15.00		
Meyer, Rick	117660	EV20210319132	03/22/2021	03/23/2021	224.00	Travel Reimbursement	104146230 - Travel Expense
					$224.00		
Monticello High School	117661	1090	03/22/2021	03/23/2021	65.00	Food Handler's Cards	255740.310 - State LHD Eviron Prof
					$65.00		
Monticello Mercantile	117662	C202129	03/19/2021	03/23/2021	12.75	SJC ITS	104151480 - Special Department Su
Monticello Mercantile	117662	C202871	03/19/2021	03/23/2021	26.97	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	117662	C202908	03/19/2021	03/23/2021	17.18	SJC Sheriff	104210620 - Miscellaneous Service
Monticello Mercantile	117662	C203023	03/23/2021	03/23/2021	7.29	SJC Econ Dev	104193240 - Office Expense
					$64.19		
					$64.19		
Motorola Solutions	117663	16140785	03/19/2021	03/23/2021	113.52	SJC Communications	104574240 - Office Expense
					$113.52		
Navajo Tribal UtilityAuthority	117664	30000864332	03/23/2021	03/23/2021	126.38	60378369 12MLS N MEX WTR CHPT N COM	104850730 - Improvements Other T
					$126.38		
Nicholas & Company	117665	7507687	03/19/2021	03/23/2021	2,460.88	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117665	7507692	03/19/2021	03/23/2021	1,165.75	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	117665	7507694	03/19/2021	03/23/2021	1,846.12	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	117665	7507695	03/19/2021	03/23/2021	145.60	SJC Aging	104678329 - Meals - Bluff
					$5,618.35		
					$5,618.35		
Packard Wholesale Co.	117666	INV161672	03/19/2021	03/23/2021	85.72	SJC Aging	104678328 - Meals - La Sal
Packard Wholesale Co.	117666	INV161795	03/19/2021	03/23/2021	24.62	SJC Aging	104678328 - Meals - La Sal
Packard Wholesale Co.	117666	INV162454	03/19/2021	03/23/2021	284.94	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117666	INV162801	03/17/2021	03/23/2021	76.78	SJC Public Health - Custodial Supplies	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	117666	INV162820	03/19/2021	03/23/2021	286.66	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117666	INV162821	03/17/2021	03/23/2021	30.90	SJC Public Health - Custodial Supplies	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	117666	INV162834	03/22/2021	03/23/2021	224.40	SJC Aging	104678323 - Meals - Monticello
					$1,014.02		
					$1,014.02		
Personnel Evaluation Inc	117667	39448	03/19/2021	03/23/2021	20.00	SJC Sheriff	104230310 - Professional and Tech
					$20.00		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Redd's Ace Hardware	117668	403571	03/19/2021	03/23/2021	18.98	SJC Information Systems	104151480 - Special Department Su
Redd's Ace Hardware	117668	404424	03/23/2021	03/23/2021	9.99	SJC Maintenance	104161610 - Miscellaneous Supplie
Redd's Ace Hardware	117668	404699	03/17/2021	03/23/2021	9.99	SJC Public Health - Plunger	255007.260 - Indirect Admin Buildin
Redd's Ace Hardware	117668	404786	03/19/2021	03/23/2021	149.99	SJC Aging	104676610 - Miscellaneous Supplie
					$188.95		
					$188.95		
RiverCanyon Wireless	117669	41067	02/12/2021	03/23/2021	20.64	SJC Library	724581280 - Telephone
					$20.64		
Rocky Mountain Power	117670	RMP202103191	03/22/2021	03/23/2021	119.16	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
Rocky Mountain Power	117670	RMP202103221	03/23/2021	03/23/2021	112.24	59288636-0037 Mexican Hat TV	104574270 - Utilities
					$231.40		
					$231.40		
San Juan Hospital	117671	6993916	03/19/2021	03/23/2021	446.44	Wyatt Holyoak 436681	104230310 - Professional and Tech
					$446.44		
San Juan Record	117672	159211	03/17/2021	03/23/2021	18.90	SJC Public Health -Legal Notice BoH Mtg Sch	255007.220 - Indirect Admin Public
San Juan Record	117672	SJCHR0221	03/19/2021	03/23/2021	507.00	SJC Personnel	104134220 - Public Notices
					$525.90		
					$525.90		
Simpleview LLC	117673	CI_13179	03/19/2021	03/23/2021	425.00	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Me
					$425.00		
Sorenson Advertising, dba Relic A	117674	206289	03/23/2021	03/23/2021	10,399.00	SJC Economic Dev	104193490 - Advertising and Promo
Sorenson Advertising, dba Relic A	117674	206348	03/23/2021	03/23/2021	329.83	SJC Economic Dev	104193240 - Office Expense
					$10,728.83		
					$10,728.83		
Sunrise Environ.Scientific	117675	119015	03/23/2021	03/23/2021	91.12	SJC Admin	104161260 - Buildings and Grounds
					$91.12		
Travelscape, LLC	117676	4413679	03/23/2021	03/23/2021	9,011.76	SJC ECON DEV	104193620 - Miscellaneous Service
					$9,011.76		
Utah Counties Indemnity Pool	117677	2700	03/19/2021	03/23/2021	4,484.00	SJC Clerk	634910510 - Insurance and Bonding
					$4,484.00		
Utah Dept of Workforce Services	117678	UDWS20212203	03/23/2021	03/23/2021	115.56	R 2-910347-0	574424136 - Unemployment Benefit
Utah Dept of Workforce Services	117678	UDWS20212203	03/23/2021	03/23/2021	1,364.35	R 2-910347-0	104220136 - Unemployment Benefit
					$1,479.91		
					$1,479.91		
Utah Education Network	117679	21-0410	03/23/2021	03/23/2021	615.41	SJC Library	724581280 - Telephone
					$615.41		

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Verizon Wireless	117680	9874951964	03/19/2021	03/23/2021	77.52	365552000-00001	104684280 - Telephone
Verizon Wireless	117680	9874951964	03/19/2021	03/23/2021	111.55	365552000-00001	104672280 - Telephone
Verizon Wireless	117680	9874951964	03/19/2021	03/23/2021	632.59	365552000-00001	104686610 - Miscellaneous Supplie
					$821.66		
					$821.66		
Wheeler Machinery Company	117681	PS001110833	03/19/2021	03/23/2021	264.56	SJC Road Dept	214412250 - Equipment Operation
					$264.56		
					$81,324.63		

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Amerigas Propane LP	117486	3118555006	03/08/2021	03/08/2021	297.82	200752247	104225270 - Utilities
Amerigas Propane LP	117486	3118836901	03/08/2021	03/08/2021	302.47	200752247	104225270 - Utilities
Amerigas Propane LP	117486	3118836902	03/08/2021	03/08/2021	172.26	200752247	104225270 - Utilities
Amerigas Propane LP	117486	804961808	03/05/2021	03/08/2021	580.15	200829606	214414270 - Utilities
					$1,352.70		
					$1,352.70		
Arrow Consulting	117487	0292021	03/08/2021	03/08/2021	200.00	SJC Attorney	104126615 - Contracts
Arrow Consulting	117487	0382021	03/08/2021	03/08/2021	200.00	SJC Attorney	104126615 - Contracts
					$400.00		
					$400.00		
Best Deal Spring Inc.	117488	20004440-00	03/05/2021	03/08/2021	79.00	SJC Road Dept	214412250 - Equipment Operation
					$79.00		
Blanding City	117489	BC20210304165	03/05/2021	03/08/2021	121.27	551751001 - 1091 S Main	214414270 - Utilities
Blanding City	117489	BC20210304165	03/05/2021	03/08/2021	169.61	551751001 - 1091 S Main	104574270 - Utilities
Blanding City	117489	BC20210304165	03/05/2021	03/08/2021	1,526.45	551751001 - 1091 S Main	214414270 - Utilities
Blanding City	117489	BC20210305081	03/05/2021	03/08/2021	179.48	551751001 - 1091 S Main	264350270 - Utilities
					$1,996.81		
					$1,996.81		
Blue Mountain Foods	117490	113054	03/05/2021	03/08/2021	46.65	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117490	113058	03/05/2021	03/08/2021	3.19	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113067	03/05/2021	03/08/2021	38.36	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117490	113079	03/05/2021	03/08/2021	28.83	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113082	03/05/2021	03/08/2021	18.15	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113089	03/05/2021	03/08/2021	8.95	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113090	03/05/2021	03/08/2021	45.35	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117490	113095	03/05/2021	03/08/2021	40.00	SJC Fire	104220615 - Contracts
Blue Mountain Foods	117490	113106	03/05/2021	03/08/2021	26.20	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113112	03/05/2021	03/08/2021	22.64	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113114	03/05/2021	03/08/2021	66.86	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117490	113115	03/05/2021	03/08/2021	49.66	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113141	03/05/2021	03/08/2021	38.47	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113149	03/05/2021	03/08/2021	11.86	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113152	03/05/2021	03/08/2021	6.95	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117490	113165	03/05/2021	03/08/2021	58.25	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117490	113166	03/05/2021	03/08/2021	19.96	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113179	03/05/2021	03/08/2021	91.51	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113190	03/05/2021	03/08/2021	36.65	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113211	03/05/2021	03/08/2021	18.78	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113212	03/05/2021	03/08/2021	8.37	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113214	03/05/2021	03/08/2021	65.86	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117490	113220	03/05/2021	03/08/2021	29.80	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113231	03/05/2021	03/08/2021	20.77	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117490	113232	03/05/2021	03/08/2021	28.87	SJC Aging	104678323 - Meals - Monticello

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Blue Mountain Foods	117490	113243	03/05/2021	03/08/2021	13.95	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117490	113246	03/05/2021	03/08/2021	32.86	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	117490	113250	03/05/2021	03/08/2021	17.73	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117490	113257	03/05/2021	03/08/2021	5.34	SJC Sheriff Dept.	104230480 - Kitchen Food
Blue Mountain Foods	117490	113270	03/05/2021	03/08/2021	9.48	SJC Jail	104230480 - Kitchen Food
					$910.30		
					$910.30		
Bound Tree Medical LCC	117491	83956952	03/05/2021	03/08/2021	878.54	SJC Ambulance Service	264350610 - Miscellaneous Supplie
					$878.54		
Cintas Corporation #108	117492	4077466067	03/05/2021	03/08/2021	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	117492	4077466067	03/05/2021	03/08/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					$79.35		
					$79.35		
Clark, Sharmayne	117493	2021021116105	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
Clark, Sharmayne	117493	2021030512492	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
					$1,120.00		
					$1,120.00		
CNS	117495	CNS2021020301	03/05/2021	03/08/2021	50.00	SJC Library	724581220 - Public Notices
					$50.00		
Collins, Catherine	117496	2021030512494	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
					$560.00		
Comfort at Home Care LLC	117497	262	03/08/2021	03/08/2021	1,837.50	SJC Aging	104684615 - Contracts
					$1,837.50		
Delta Rigging & Tools Inc.	117498	GRA_PSI008116	03/05/2021	03/08/2021	51.00	SJC Road	214412250 - Equipment Operation
					$51.00		
Dominion Energy	117499	DE20210304165	03/05/2021	03/08/2021	802.18	3617789388 885 E Center	214414270 - Utilities
					$802.18		
Earthgrains Baking Company	117500	85272222487	03/05/2021	03/08/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
					$56.00		
eClinicalWorks LLC	117501	0002086481	03/01/2021	03/08/2021	599.00	SJC Public Health - EMR Software	255008.242 - Indirect Nursing Softw
					$599.00		
Emery Telcom	117502	2278SZ1001.019	03/08/2021	03/08/2021	2,041.62	SJC 2278	104574615 - Contracts
Emery Telcom	117502	ET20210305124	03/08/2021	03/08/2021	88.31	988500 - SJC Emergency Services	104255270 - Utilities
Emery Telcom	117502	ET20210305124	03/08/2021	03/08/2021	195.36	3514200 SJC Blanding Seniors	104672270 - Utilities
					$2,325.29		
					$2,325.29		

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Empire Electric Assoc. Inc.	117503	1001677361	03/08/2021	03/08/2021	52.59	9579007 - Fire C	104225270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677362	03/05/2021	03/08/2021	667.57	9579003 - 80 N Main St	724167270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677363	03/05/2021	03/08/2021	1,163.94	9579004 - 117 S Main	104161270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677364	03/08/2021	03/08/2021	129.10	9579005 - Hwy 491 Shop	104255270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677364	03/08/2021	03/08/2021	129.11	9579005 - Hwy 491 Shop	104225270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677366	03/05/2021	03/08/2021	161.17	9579029 - 264 S 100 E	104161270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677367	03/05/2021	03/08/2021	103.62	9579019 - Fairgrounds Conces	104620270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677368	03/05/2021	03/08/2021	64.12	9579020 - 917 E Center Fairgrounds	104620270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677369	03/05/2021	03/08/2021	58.93	9579032 - 81 E Pinion St	104161270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677370	03/08/2021	03/08/2021	140.64	9579006 - PO Box 338	104225270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677370	03/08/2021	03/08/2021	140.64	9579006 - PO Box 338	104255270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677370	03/08/2021	03/08/2021	140.64	9579006 - PO Box 338	264350270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677371	03/05/2021	03/08/2021	196.20	9579027 - 96 W 100 S	264350270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677372	03/08/2021	03/08/2021	34.78	9579010 - Fire DP - Cedar Point	104225270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677373	03/05/2021	03/08/2021	44.91	6135 - Airport Hangar Hwy 191	104213270 - Utilities
Empire Electric Assoc. Inc.	117503	1001677374	03/05/2021	03/08/2021	194.54	9579025 - 881 E Center St	214414270 - Utilities
					$3,422.50		
					$3,422.50		
Farmers Telecommunications Inc	117504	FTC2021030512	03/08/2021	03/08/2021	54.99	6921 Cedar Point Volunteer Fire	104225280 - Telephone
					$54.99		
Fastenal Company	117505	COBAY64186	03/05/2021	03/08/2021	223.56	SJC Road	214412250 - Equipment Operation
					$223.56		
Four Corners Welding & Gas	117506	CC358901	03/05/2021	03/08/2021	99.98	SJC Ambulance Services	264350610 - Miscellaneous Supplie
					$99.98		
Four States Tire & Service	117507	343885	03/05/2021	03/08/2021	30.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	344125	03/05/2021	03/08/2021	8.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	344127	03/05/2021	03/08/2021	31.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	344945	03/05/2021	03/08/2021	15.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	345295	03/05/2021	03/08/2021	16.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	345323	03/05/2021	03/08/2021	704.92	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	345417	03/05/2021	03/08/2021	499.68	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117507	345443	03/05/2021	03/08/2021	404.28	SJC Road	214412250 - Equipment Operation
					$1,708.88		
					$1,708.88		
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	200.90	435-686-2315-022801-8	104225280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	327.10	435-587-2797-030304-8	104225280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	406.27	435-686-9990-051408-8	104672280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	423.84	435-686-9990-051408-8	104672280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	58.95	435-684-3576-051707-8	105430280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	174.73	435-684-3589-081007-8	105430280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	607.57	435-651-3351-082400-8	104225280 - Telephone
Frontier	117508	FC20210128133	01/15/2021	03/08/2021	240.53	435-727-3440-062308-8	104225280 - Telephone

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Frontier	117508	FC20210129121	01/01/2021	03/08/2021	1,597.93	435-196-0390-031000-8	104232280 - Telephone
Frontier	117508	FC20210129121	01/01/2021	03/08/2021	1,641.95	435-196-1800-081911-8	104232280 - Telephone
Frontier	117508	FC20210129121	01/15/2021	03/08/2021	56.31	435-587-3236-042790-8	104193280 - Telephone
Frontier	117508	FC20210129121	01/15/2021	03/08/2021	2,247.43	435-188-3500-010715-8	104150280 - Telephone
Frontier	117508	FC20210203014	03/05/2021	03/08/2021	144.99	435-587-2281-010170-8	724581280 - Telephone
Frontier	117508	FC20210305081	03/05/2021	03/08/2021	194.83	435-672-2230-103105-8	264350280 - Telephone
Frontier	117508	FC20210305081	03/05/2021	03/08/2021	86.90	435-587-2449-071904-8	104151280 - Telephone
Frontier	117508	FC20210305125	03/08/2021	03/08/2021	210.68	435-686-9990-051408-8	104672280 - Telephone
Frontier	117508	FC20210305125	03/08/2021	03/08/2021	226.75	435-672-2390-091394-8	104672280 - Telephone
Frontier	117508	FC20210305125	03/08/2021	03/08/2021	59.33	435-684-3576-051707-8	105430280 - Telephone
Frontier	117508	FC20210305125	03/08/2021	03/08/2021	176.85	435-684-3589-081007-8	105430280 - Telephone
Frontier	117508	FC20210305125	03/08/2021	03/08/2021	102.71	435-686-2315-022801-8	104225280 - Telephone
Frontier	117508	FC20210305125	03/08/2021	03/08/2021	166.55	435-587-2797-030304-8	104225280 - Telephone
Frontier	117508	FCSCAN_0426	01/01/2021	03/08/2021	93.92	435-651-3309-082010-8	724581280 - Telephone
Frontier	117508	FCSCAN_0427	01/13/2021	03/08/2021	134.69	435-686-9936-020810-8	724581280 - Telephone
Frontier	117508	FCSCAN_0428	01/01/2021	03/08/2021	189.90	435-672-2274-102716-8	724581280 - Telephone
Frontier	117508	FCSCAN_0441	01/15/2021	03/08/2021	136.29	435-587-2281-010170-8	724581280 - Telephone
					$9,907.90		
					$9,907.90		
Globalstar USA	117509	0000000118394	03/05/2021	03/08/2021	684.07	SJC Sheriff	104230280 - Telephone
					$684.07		
Goebel Anderson PC	117510	6602	03/05/2021	03/08/2021	8,093.45	SJC Attorney	104156310 - Professional and Tech
					$8,093.45		
GoodSource Solutions	117511	SI0516837	03/05/2021	03/08/2021	490.00	San Juan County Jail	104230480 - Kitchen Food
					$490.00		
Grainger	117512	9811100982	03/05/2021	03/08/2021	39.94	SJC Road Dept	214414260 - Buildings and Grounds
					$39.94		
Grand Junction Peterbilt	117513	190518	03/05/2021	03/08/2021	538.26	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117513	190558	03/05/2021	03/08/2021	1,987.13	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117513	190604	03/05/2021	03/08/2021	806.20	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117513	190747	03/05/2021	03/08/2021	97.75	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117513	CM189945	03/05/2021	03/08/2021	-197.41	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117513	CM190518	03/05/2021	03/08/2021	-21.00	SJC Road Dept	214412250 - Equipment Operation
					$3,210.93		
					$3,210.93		
Gray Manufacturing Co Inc	117514	915206	03/05/2021	03/08/2021	3,161.00	SJC Road	214412250 - Equipment Operation
					$3,161.00		
Grayeyes, Willie	117515	EV20210308141	03/05/2021	03/08/2021	443.72	Travel Reimbursement	104111230 - Travel Expense
Grayeyes, Willie	117515	EV20210308141	03/05/2021	03/08/2021	387.84	Travel Reimbursement	104111230 - Travel Expense
					$831.56		
					$831.56		

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HealthEquity Inc.	EFT	8hpc8yt	03/04/2021	03/04/2021	137.25	Monthly Fees	104965620 - Miscellaneous Service
					$137.25		
ImageNet Consulting LLC	117516	CNIN129706FA	03/05/2021	03/08/2021	36.12	SJC Road Dept	214414240 - Office Expense
ImageNet Consulting LLC	117516	CNIN129716FA	03/05/2021	03/08/2021	16.38	SJC Non Dept	104150240 - Office Expense
					$52.50		
					$52.50		
Intermountain Traffic Safety	117517	46260	03/08/2021	03/08/2021	1,623.65	SJC Road Dept	214414410 - Road Supplies
Intermountain Traffic Safety	117517	46261	03/08/2021	03/08/2021	794.65	SJC Road Dept	214414410 - Road Supplies
					$2,418.30		
					$2,418.30		
Joe, Lita	117518	2021030512503	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
					$560.00		
Kaleikini, Keana	117519	EVKK03012021	03/01/2021	03/08/2021	140.56	SJPH	255020.230 - Epi-Covid DREAM &
Kaleikini, Keana	117519	EVKK03012021	03/01/2021	03/08/2021	140.56	SJPH	255020.230 - Epi-Covid DREAM &
Kaleikini, Keana	117519	EVKK03012021	03/01/2021	03/08/2021	4,590.00	SJPH	255020.310 - Epi-Covid DREAM &
					$4,871.12		
					$4,871.12		
Main Street Drug and Boutique	117520	158226	03/05/2021	03/08/2021	33.74	SJC Sheriff Dept	104230312 - Medical Expenses
					$33.74		
MediVista Media LLC	117521	20217698	03/01/2021	03/08/2021	297.00	Everwell TV Subscription	255007.210 - Indirect Admin Subscri
					$297.00		
Monticello City	117522	MC20210305081	03/05/2021	03/08/2021	3.08	SJC Ambulance	264350270 - Utilities
Monticello City	117522	MC20210305125	03/08/2021	03/08/2021	100.00	Hideout Utilities	104672270 - Utilities
					$103.08		
					$103.08		
Monticello High School	117523	1088	03/02/2021	03/08/2021	55.00	Food Handler's Cards	255740.310 - State LHD Eviron Prof
					$55.00		
Monticello Home & Auto Supply	117524	446619	12/31/2020	03/08/2021	11.72	SJC Fire	104220615 - Contracts
Monticello Home & Auto Supply	117524	471298	12/31/2020	03/08/2021	23.99	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117524	495764	12/31/2020	03/08/2021	46.66	SJC Weed Dept	104256251 - Gas, Oil and Grease
Monticello Home & Auto Supply	117524	503097	02/26/2021	03/08/2021	9.58	SJC Fire	104220615 - Contracts
Monticello Home & Auto Supply	117524	505693	12/31/2020	03/08/2021	21.98	SJC Fire	104220615 - Contracts
Monticello Home & Auto Supply	117524	508446	02/26/2021	03/08/2021	-90.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	508704	02/26/2021	03/08/2021	115.86	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	508709	02/26/2021	03/08/2021	16.98	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	508732	02/26/2021	03/08/2021	35.89	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	508737	02/26/2021	03/08/2021	33.87	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	508874	02/26/2021	03/08/2021	7.47	SJC Road	214412250 - Equipment Operati

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Monticello Home & Auto Supply	117524	508963	02/26/2021	03/08/2021	1.99	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509041	02/26/2021	03/08/2021	8.13	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509157	02/26/2021	03/08/2021	32.52	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509189	02/26/2021	03/08/2021	5.31	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509211	02/26/2021	03/08/2021	227.26	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509220	02/26/2021	03/08/2021	-36.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509231	02/26/2021	03/08/2021	250.48	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509239	02/26/2021	03/08/2021	12.79	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509240	02/26/2021	03/08/2021	41.20	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	117524	509462	02/26/2021	03/08/2021	473.97	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Home & Auto Supply	117524	509493	02/26/2021	03/08/2021	-54.00	SJC Ambulance	264350610 - Miscellaneous Supplie
					$1,197.65		
					$1,197.65		
Monticello Mercantile	117525	C184501	03/05/2021	03/08/2021	10.78	SJC Library	724581620 - Special Programs
Monticello Mercantile	117525	C185287	03/05/2021	03/08/2021	27.99	SJC Econ Dev	104193240 - Office Expense
Monticello Mercantile	117525	C202102	03/05/2021	03/08/2021	22.96	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	117525	C202329	03/05/2021	03/08/2021	1.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	117525	E17065	03/05/2021	03/08/2021	10.99	SJC Library	724581620 - Special Programs
					$74.71		
					$74.71		
Morris, Rose	117526	2021030512500	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
					$560.00		
Morris, Suzette	117527	SM001	03/04/2021	03/08/2021	12.32	Board Travel Reimbursement	255007.230 - Indirect Admin Travel
					$12.32		
Morris, Vance	117528	2021030512500	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
					$560.00		
Motor Parts	117529	718170	03/05/2021	03/08/2021	53.38	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778014	03/05/2021	03/08/2021	31.32	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778077	03/05/2021	03/08/2021	37.47	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778098	03/05/2021	03/08/2021	50.73	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778141	03/05/2021	03/08/2021	129.88	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778204	03/05/2021	03/08/2021	125.59	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778208	03/05/2021	03/08/2021	6.77	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117529	778403	03/08/2021	03/08/2021	58.73	SJC Landfill	574424250 - Equipment Operation
					$493.87		
					$493.87		
National Benefit Services LLC	117530	792133	03/05/2021	03/08/2021	79.30	FSA Plan Admin Fees	104965140 - Other Employee Benefi
National Benefit Services LLC	117530	CP278429	03/05/2021	03/08/2021	3,834.16	Claims Paid Invoice	102227000 - Health Care Reimburs
					$3,913.46		
					$3,913.46		

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Navajo Sanitation	117531	102220	03/08/2021	03/08/2021	175.00	Bluff Senior Center-2772	104672270 - Utilities
					$175.00		
Navajo Tribal UtilityAuthority	117532	38000978030	03/08/2021	03/08/2021	211.51	60271007 - SJC Fire	104225270 - Utilities
					$211.51		
NexVortex Inc	117533	837018	03/05/2021	03/08/2021	878.19	SJC VOIP	104151280 - Telephone
					$878.19		
Nicholas & Company	117534	7490269	03/05/2021	03/08/2021	57.36	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117534	7493391	03/05/2021	03/08/2021	2,561.37	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117534	7493398	03/08/2021	03/08/2021	1,448.23	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	117534	7493400	03/08/2021	03/08/2021	465.84	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	117534	7493401	03/08/2021	03/08/2021	777.37	SJC Aging	104678329 - Meals - Bluff
					$5,310.17		
					$5,310.17		
Office Depot	117535	154210967001	03/05/2021	03/08/2021	33.45	SJC Sheriff's Office	104230240 - Office Expense
Office Depot	117535	154217641001	03/05/2021	03/08/2021	395.12	SJC Sheriff's Office	104230350 - State Prisoner Expens
Office Depot	117535	154644781001	03/05/2021	03/08/2021	13.98	SJC Sheriff's Office	104230240 - Office Expense
Office Depot	117535	154882533001	03/05/2021	03/08/2021	143.13	SJC Justice Court	104122240 - Office Expense
Office Depot	117535	156250157001	03/05/2021	03/08/2021	446.25	SJC Recorder	104144480 - Special Department Su
Office Depot	117535	156566068001	03/05/2021	03/08/2021	13.85	SJC Sheriff's Office	104230240 - Office Expense
Office Depot	117535	157829346001	03/05/2021	03/08/2021	-30.66	SJC Clerk	104142240 - Office Expense
Office Depot	117535	159153327001	03/05/2021	03/08/2021	190.71	SJC Road Dept	214414240 - Office Expense
Office Depot	117535	159167401001	03/05/2021	03/08/2021	2.14	SJC Road Dept	214414240 - Office Expense
Office Depot	117535	159167402001	03/05/2021	03/08/2021	173.91	SJC Road Dept	214414240 - Office Expense
Office Depot	117535	159517468001	03/05/2021	03/08/2021	30.66	SJC Clerk	104142240 - Office Expense
					$1,412.54		
					$1,412.54		
Olsen, Avery	117536	EV20210305081	03/05/2021	03/08/2021	128.52	Purchase Reimbursement	104215620 - Miscellaneous Service
					$128.52		
Packard Wholesale Co.	117537	INV157074	03/05/2021	03/08/2021	37.86	SJC Library	724581240 - Office Expense
Packard Wholesale Co.	117537	INV161729	03/08/2021	03/08/2021	221.00	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117537	INV161741	03/08/2021	03/08/2021	153.62	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117537	INV162119	03/08/2021	03/08/2021	237.59	SJC Aging	104678323 - Meals - Monticello
					$650.07		
					$650.07		
Pepsi-Cola	117538	76110919	03/05/2021	03/08/2021	543.10	SJC Sheriff Dept	104230480 - Kitchen Food
					$543.10		
Public Employees Heath Program	117539	PEHP20210305	03/05/2021	03/08/2021	37.24	Active Employee Premiun	104230310 - Professional and Tech
					$37.24		

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Pugh, Delton	117540	TF20210305124	03/08/2021	03/08/2021	45.00	Travel Reimbursement	104682230 - Travel Expense
					$45.00		
Quill Corporation	117541	14718364	03/08/2021	03/08/2021	307.96	SJC Aging	104672240 - Office Expense
					$307.96		
Rarick, Randy	117542	EV20210305081	03/05/2021	03/08/2021	18.46	Travel Reimbursement	574424240 - Office Expense
Rarick, Randy	117542	EV20210305081	03/05/2021	03/08/2021	63.84	Travel Reimbursement	574424230 - Travel Expense
					$82.30		
					$82.30		
Redd's Ace Hardware	117543	403445	02/23/2021	03/08/2021	13.37	SJC Public Health	255620.241 - DEQ Water Quality Po
Redd's Ace Hardware	117543	403459	03/05/2021	03/08/2021	27.92	SJC Library	724581240 - Office Expense
Redd's Ace Hardware	117543	403600	03/08/2021	03/08/2021	204.97	SJC Landfill	574424250 - Equipment Operation
Redd's Ace Hardware	117543	403644	03/05/2021	03/08/2021	4.99	SJC Admin Building	104161260 - Buildings and Grounds
Redd's Ace Hardware	117543	403730	03/08/2021	03/08/2021	179.00	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	117543	403749	03/08/2021	03/08/2021	16.99	SJC Aging	104672240 - Office Expense
Redd's Ace Hardware	117543	403788	03/08/2021	03/08/2021	5.97	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	117543	403857	03/05/2021	03/08/2021	18.57	SJC Ambulance	264350610 - Miscellaneous Supplie
Redd's Ace Hardware	117543	403917	03/05/2021	03/08/2021	40.98	SJC Fire	104225260 - Buildings and Grounds
Redd's Ace Hardware	117543	403918	03/05/2021	03/08/2021	35.99	SJC Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	117543	403919	03/05/2021	03/08/2021	4.17	SJC Admin Building	104161260 - Buildings and Grounds
Redd's Ace Hardware	117543	403956	03/05/2021	03/08/2021	-21.99	SJC Fire	104225260 - Buildings and Grounds
					$530.93		
					$530.93		
RegenceBlueCross BlueShield UT	EFT	210610004634	03/02/2021	03/02/2021	24,726.87	Claims Expense	104965134 - Health Insurance
					$24,726.87		
RelaDyne West LLC	117544	0716640-IN	03/08/2021	03/08/2021	5,250.10	SJC Landfill	574424251 - Gas, Oil and Grease
					$5,250.10		
Rocky Mountain Power	117545	RMP202103051	03/08/2021	03/08/2021	93.02	59271696-0022 Lasal Fire	104225270 - Utilities
Rocky Mountain Power	117545	RMP202103051	03/08/2021	03/08/2021	395.98	73241784-0020 Lasal Fire	104225270 - Utilities
Rocky Mountain Power	117545	RMP202103051	03/08/2021	03/08/2021	195.31	59271696-0055	104672270 - Utilities
Rocky Mountain Power	117545	RMP202103051	03/08/2021	03/08/2021	209.65	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
					$893.96		
					$893.96		
San Juan Foundation	117546	1819	03/05/2021	03/08/2021	25.00	SJC Public Health	255007.270 - Indirect Admin Utilities
					$25.00		
San Juan Record	117547	159095	03/05/2021	03/08/2021	834.75	SJC Recorder	104144240 - Office Expense
San Juan Record	117547	159097	03/05/2021	03/08/2021	517.00	SJC Clerk	104142240 - Office Expense
San Juan Record	117547	159111	03/05/2021	03/08/2021	30.00	SJC Sheriff	104210210 - Subscriptions and Me
San Juan Record	117547	SJCAG0221	03/08/2021	03/08/2021	488.76	SJC Aging	104684610 - Miscellaneous Supplie
San Juan Record	117547	SJCAG0221	03/08/2021	03/08/2021	488.76	SJC Aging	104686610 - Miscellaneous Sup

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 03/02/2021 to 03/08/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
San Juan Record	117547	SJPHLTH0221	02/28/2021	03/08/2021	799.00	SJC Public Health	255061.220 - Tobacco Prevention P
					$3,158.27		
					$3,158.27		
Southeastern Utah District	117548	PH03012021	03/01/2021	03/08/2021	75.00	Lab Testing	255620.310 - DEQ Water Quality Pr
					$75.00		
Stryker Sales Corporation	117549	3308421M	03/05/2021	03/08/2021	1,303.61	SJC Ambulance	264350610 - Miscellaneous Supplie
					$1,303.61		
Suttlemyre, Gary	117550	GS002	03/04/2021	03/08/2021	24.64	Board Travel Reimbursement	255007.230 - Indirect Admin Travel
					$24.64		
Tsosie, Terry	117551	2021030512501	03/08/2021	03/08/2021	560.00	Alternatives	104679615 - Contracts
					$560.00		
U.S. Bank Equipment Finance	117552	USBEF2021030	03/05/2021	03/08/2021	597.78	1080852	104150240 - Office Expense
					$597.78		
Utah Correctional Industries	117553	212188	03/05/2021	03/08/2021	335.95	San Juan County - G000000014H	104230350 - State Prisoner Expens
					$335.95		
Utah State Treasurer	117554	UST2021030508	03/05/2021	03/08/2021	10.00	Childrens Defense Fund	103222000 - Marriage Licenses
Utah State Treasurer	117554	UST2021030508	03/05/2021	03/08/2021	22,763.74	Childrens Defense Fund	103511000 - Justice Court Fines
					$22,773.74		
					$22,773.74		
Verizon Wireless	117555	9873309935	03/08/2021	03/08/2021	79.32	265508079-00001	104255280 - Telephone
Verizon Wireless	117555	9873346991	03/05/2021	03/08/2021	966.83	665507629-00001	104230280 - Telephone
					$1,046.15		
					$1,046.15		
Waste Management of Colorado	117556	0363114-4889-2	03/05/2021	03/08/2021	50.33	16-83942-53002 Blanding Library	724168270 - Utilities
Waste Management of Colorado	117556	0363260-4889-3	03/08/2021	03/08/2021	132.28	16-83977-33005 SJC Senior Center	104672270 - Utilities
Waste Management of Colorado	117556	0363262-4889-9	03/05/2021	03/08/2021	78.35	16-83977-53000 SJC Road Dept	214414270 - Utilities
Waste Management of Colorado	117556	0363381-4889-7	03/01/2021	03/08/2021	115.34	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities
					$376.30		
					$376.30		
					$131,826.33		

COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY
STOP-LOSS RATE CAP GUARANTEE ADDENDUM

The parties to the Stop-loss Insurance Agreement ("Stop-loss Agreement") between **SAN JUAN COUNTY** ("Policyholder") and **COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY** ("CBRM") hereby agree to the terms of this CBRM Stop-loss Rate Cap Guarantee Addendum ("Addendum"), which is incorporated as part of the Stop-loss Agreement. Defined terms in the Stop-loss Agreement shall have the same meanings in this Addendum, unless otherwise defined herein. Each are sometimes individually referred to herein as a "party" and collectively as "parties."

This Addendum will commence on **January 1, 2021** and will end on **December 31, 2021.**

At renewal, CBRM guarantees that the Stop-loss Attachment Point Covered Unit costs will not be increased by more than 50%. If an Aggregating Individual Stop-loss Attachment Point is shown as a covered option in the Stop-loss Fee Schedule Addendum for the current Term, this increase will be applied to the Aggregating Individual Stop-loss Attachment Point as well.

If the Policyholder receives a rate cap guarantee, the Policyholder's renewal will not contain any new lasers on any covered Participant. Any existing Lasered Participants may be carried over; however, there will not be any increases to the laser amount(s).

In addition to any Material Change discussed in the Stop-loss Agreement, CBRM reserves the right to modify or cancel the rate cap guarantee should the Policyholder or Plan Sponsor change its GHP in any way that materially affects CBRM's risk or liability; or if the Policyholder or Plan Sponsor has changes to:

a. the Plan Benefit or Covered Services;

b. the Individual Stop-loss Attachment Point;

c. the Aggregating Individual Stop-loss Attachment Point;

d. the Contract Term

e. the contract basis as shown in the Stop-loss Fee Schedule Addendum;

f. the individual reimbursement percentage; or

g. Any other changes to the Stop-loss Fee Schedule Addendum.

(signature page to follow)

IN WITNESS WHEREOF, the parties have caused this Commencement Bay Risk Management Insurance Company Stop-loss Rate Cap Guarantee Addendum to be executed by their duly authorized representatives on the dates indicated below.

ACCEPTED:

POLICYHOLDER:
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

_____

_____

_____

_____

Email: _____

COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY

By: Jared L. Short

Name: Jared L. Short

Title: President

Date: November 19, 2020

Address for Notice:
Commencement Bay Risk Management Insurance Company
Attention: Legal Department,
Bill Lehman
1800 Ninth Avenue
Seattle, WA 98111
Email: Bill.Lehman@cambiahealth.com

REGENCE ADMINISTRATIVE SERVICES CONTRACT
ASC FEE SCHEDULE ADDENDUM

The Parties to the Administrative Services Contract (ASC) hereby agree to the terms of this ASC Fee Schedule Addendum which is incorporated as part of the Agreement.

Plan Sponsor: SAN JUAN COUNTY

Self-Funded Group Health Plan (GHP): SAN JUAN COUNTY

Regence Plan: Regence BlueCross BlueShield of Utah

Original ASC Effective Date: January 1, 2019 **Regence Group #:** 10040282

Term:

The term of the contract will commence on January 1, 2021 and will end on December 31, 2021.

Enrollment Assumption:

Number of Regence enrolled subscribers: 129

Paid Claims Administration Information

a) Contract Period: Claims paid from January 1, 2021 and will end on December 31, 2021.
b) Claims incurred prior to the original ASC effective date are excluded from coverage.
c) Claims incurred after the ASC termination date are excluded from coverage.
d) Line(s) of coverage administered by Regence: Medical/Rx/Vision

Claims Processing and Payment Information

a) Advance deposit required? No
b) Claims call frequency and payment shall occur weekly.
c) Claims payment method is ACH Pull (Regence initiates).
d) Upon notification by Regence, the Plan Sponsor shall make funds available to Regence within 2 business days.

Claims Adjudication and Appeals Designation

Plan Sponsor delegates entire member appeals process to Regence.

Fees

a) Claims Administration Fees	Per Subscriber Per Month
Medical/Rx	$45.97
Vision	$1.95
b) Commission Only	
Medical/Rx	$0.00

c) Program(s) and Other Fees

d) Service Fees Charged by Regence to Plan Sponsor

Cost Containment Services	
Coordination of Benefits	Included in administrative fee
Subrogation Cost Containment	30%
Other Cost Containment Services	30%
Post-Payment Claims Review/Audit; Vendor Recoveries; Fraud and Abuse	
Prioritized Payment Services	30%
Intelligence Driven Payment Solutions	30%
Reporting and Technology	
Employer Based Reporting	Included in administrative fee
Ad-hoc/custom reports	$150 per hour with $1,200 minimum
Regence.com	Included in administrative fee

Customized websites	Dependent on customization

Setup and Installation

Plan set-up & installation	Included in administrative fee
ID cards-standard	Included in administrative fee
ID cards-custom	Dependent on customization
Preparation of Summary Plan Document	Included in administrative fee
Prepare Summary of Benefits & Coverage	Included in administrative fee

Administrative Services

Client Audits	$150 per hour over Regence standard audit commitment

IRO Appeals

If Regence handles all levels of appeals, Plan Sponsor is responsible for reimbursing Regence for fees (at cost) related to a member's independent medical review organization (IRO) voluntary claims appeal.

Drugs Under Medical Benefit

Clinical Authorizations	$55 per Rx clinical prior authorization
Internal Clinical Appeals	$250 per appeal

e) BlueCard Fees

BlueCard Access and Surcharge Fees	Billed as they occur
BlueCard Fees (BC Admin)	Billed as they occur
Custom BlueCard Fees (BC PEPM)	Billed as they occur

f) Plan sponsor will be billed by Regence for Value Based Programs as described within the Inter-Plan Programs Addendum.

g) Plan sponsor will be billed by Regence for other state tax fees as described within the State Tax Fees section of the agreement.

h) Plan sponsor is responsible for paying to the federal government other federal tax fees as described within the Federal Tax Fees section of the Agreement.

i) The fees shown on this ASC addendum are billed monthly by Regence with payment due within 10 days of the billing date.

Pharmacy Discount & Dispensing Fee

Type	Per Script Dispensing Fee	Network Discount AWP Minus
Retail Brand (1-82 days supply)	$0.95	17.15%
Retail Brand (83-90 days supply)	$0.00	20.65%
Retail Generic (1-82 days supply)	$0.95	78.30%
Retail Generic (83-90 days supply)	$0.00	82.30%
Mail Order Brand	$0.00	20.65%
Mail Order Generic	$0.00	82.30%
Specialty	$0.00	19.00%

*AWP = Average Wholesale Price

Pharmacy Rebate Arrangement

GHP shall receive per brand script of $75.00 Retail / $150.00 Retail90 (ESN) / $275.00 Mail Order / $1000.00 Specialty.

Pharmacy Benefits Management Fees

Administration Fees	Included	
Paper Claims	$3	per claim
Rx Clinical Authorizations	$55	per pre-auth determination
Adhoc Custom Reporting	$150	per hour, with $1,200 minimum
Third-Party Pharmacy Data Extracts	$6,000	per data extract (upon termination of pharmacy coverage)
Internal Clinical Appeal (drugs under pharmacy benefit)	$250	per appeal
External Clinical Appeal (drugs under pharmacy benefit)	$350	per appeal

ePrescribe	Included	
Custom Communications Material	$2.50	per letter

Pharmacy Discounts and Rebate Terms and Conditions

1. Members will pay the lower of the contracted rate, usual and customary (U&C), or their applicable copayment.
2. Network discounts are based on the actual NDC-11 dispensed.
3. Network discounts are based on Regence's book of business.
4. PBM pricing assumes 129 contracts and 455 members.
5. This quote assumes client does not have 340B pricing.
6. Proposed network discounts exclude foreign, immunization/vaccine, Veterans Affairs, and compound claims, coordination of benefits or secondary liability claims and 100% member-paid plans (i.e. discount cards).
7. Network discounts do not include savings from DUR or other clinical programs.
8. Pricing is based on adoption of the Regence's Standard Drug List and may be amended in the event there is a change in the drug list, implementation of new clinical programs, changes to the pharmacy benefit plan design, lock-out of drug classes, or unexpected generic launches.
9. Rebates are contingent upon adherence to the Regence's Standard Drug List, including associated utilization management.
10. Pricing is based upon the Regence's Broad (Standard) Network of 65,000+ pharmacies.
11. Rebates are earned on all eligible claims, regardless of days' supply and member contribution percentages.
12. Rebates exclude compounds, 340B claims, foreign claims, immunizations/vaccines, Veterans Affairs claims, coordination of benefits or secondary liability claims, 100% member-paid plans (i.e., discount cards), over-the-counter (OTC) products, biosimilars, Authorized Generics, limited distribution drugs, AB rated products incurring a MAC penalty, Brand claims priced at MAC, and Zero Balance Due claims.
13. For reconciliation purposes, Specialty network discounts exclude limited distribution drugs and any new specialty drugs brought to market and added to the specialty list during the term of the contract.
14. For pricing purposes, an Extended Supply Network (ESN) Claim is a Claim dispensed by a retail pharmacy within the Extended Supply Network.
15. Specialty rebates apply to brand drugs on the Specialty Premium List and filled through Regence's preferred specialty pharmacy. Specialty brand drugs on the Specialty Premium List that are filled at other pharmacies earn a rebate at the retail or mail rate, as applicable.
16. For rebate purposes, Extended Supply Network (ESN) Claim is a Claim dispensed by a retail pharmacy within the Extended Supply Network for a days' supply greater than or equal to eighty-one (81) days.
17. In the event the number of covered members or pharmacy claims volume varies by greater than 10% or an incomplete initial data submission was received, Regence's reserves the right to revise the pricing terms and financials accordingly.
18. Pricing is subject to change if any law, regulation, interpretation of a law or regulation, or any change within the pharmacy benefit management marketplace would lead to a deviation from the current economic environment.
19. For purposes of network discount calculations, a Brand is defined as an original patented product from a pharmaceutical company and bioequivalent successor product that is available from a limited number of manufacturers.
20. For purposes of network discount calculations Generics are all products not defined as a Brand.

Does Regence prepare the Plan Sponsor's Summary Plan Description (SPD)? Yes

Runout Period

The runout period is the 15 month period immediately following the termination of the Administrative Services Contract.

Administrative Services Fee For Claims Incurred Prior To Termination and Paid During the Runout Period

Plan Sponsor will pay a fee to Regence for its administrative services in the amount of 12% of paid claims costs during the claims runout period.

Retirees

Retirees Under Age 65 (and ineligible for Medicare)	not covered
Medicare Eligible Retirees (Parts A & B required if covered)	not covered

ACCEPTANCE OF ADDENDUM

IN WITNESS WHEREOF, the Parties, with intent to be legally bound, have cause this Agreement to be executed by respective authorized representatives on the dates indicated.

ACCEPTED:

PLAN SPONSOR:
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Regence BlueCross BlueShield of Utah

By: David M Pankey

Name: David M Pankey

Title: Director of Underwriting

Date: December 15, 2020

GROUP HEALTH PLAN:
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Commencement Bay Risk Management
Insurance Company
1800 Ninth Avenue
Seattle, WA 98111

Commencement Bay Risk Management Insurance Company
STOP-LOSS FEE SCHEDULE ADDENDUM

The parties to the Stop-loss Insurance Agreement ("Agreement") hereby agree to the terms of this Stop-loss Fee Schedule Addendum ("Addendum"), which is incorporated as part of the Agreement.

Insurer: Commencement Bay Risk Management Insurance Company
Policyholder: San Juan County
Claims Administrator: Regence BlueCross BlueShield of Utah

Original ASC Effective Date: January 1, 2019 **Group #: 10040282**

1. **Term:** The Term of the Agreement will commence on January 1, 2021 and will end on December 31, 2021.

2. **Enrollment Assumption:** Number of Subscribers: 134

3. **Individual Stop-loss Coverage:** Yes

   a) Contract basis: 12/15

   b) Claims must be Incurred and paid within the following dates:
   Claims Incurred from January 1, 2021 through December 31, 2021
   Paid Claims from January 1, 2021 through March 31, 2022

   c) Paid Claim benefits eligible for individual stop-loss coverage are: Medical/RX

   d) Individual Stop-loss Attachment Point per Participant per Term: $100,000

   e) Aggregating Individual Stop-loss Attachment Point per Term: $50,000

   f) Are any Participants lasered and assigned a higher Individual Stop-loss Attachment Point? Yes
   Comments: Claimaint Member ID #201124791-0 at $250,000

   g) Gapless coverage: Not applicable

   h) Individual terminal liability: Not applicable
   Terminal Run-out Period Not applicable

   i) Run-in Limit: Not applicable

   j) Individual stop-loss Attachment Point Covered Unit costs:

	Per Subscriber per month
Medical/RX	$192.13

   k) Individual Stop-loss Limit of Liability: Unlimited annual maximum per eligible Participant

4. **Aggregate Stop-loss Coverage**: Yes

a) Contract basis: 12/15

b) Claims must be Incurred and paid within the following dates:
Claims Incurred from January 1, 2021 through December 31, 2021
Paid Claims from January 1, 2021 through March 31, 2022

c) Paid Claim benefits eligible for aggregate stop-loss coverage are: Medical/RX

d) Participant Claim Limit: Not applicable

e) Aggregate terminal liability: Not applicable
Terminal Run-out Period Not applicable

Terminal factor(s)	Per Subscriber per month

f) Run-in Limit: Not applicable

g) Aggregate stop-loss Covered Unit costs:

	Per Subscriber per month
Medical/RX	$11.75

h) Expected Paid Claims Amounts:

	Per Subscriber per month
Medical/RX	$1,372.12

i) Aggregate Margin: 125%

j) Aggregate Stop-loss Factors (= 4(h) x 4(i)):

	Per Subscriber per month
Medical/RX	$1,715.15

k) Monthly reconciliation: Not applicable

l) Aggregate Stop-loss Limit of Liability: $2 million

m) Minimum Aggregate Stop-Loss Attachment Point percentage: 95%

5. **Retirees**:
Early retirees are not covered Age 65+ retirees (includes Medicare eligible early retirees) are not covered

6. **Grace Period:**
The premium due date is the Stop-loss Agreement Effective Date and the first day of each succeeding month. If a premium is not received on the premium due date, a grace period of 30 days will be granted from the premium due date.

7 .Other Provisions:

The individual stop-loss and aggregate stop-loss Covered Unit costs for each month will be invoiced to Policyholder monthly and payment from Policyholder will be due 10 days after the date of invoice.

8. Addendums Included

Individual Stop-loss Premium Rate Cap Guarantee

9. Acceptance of Addendum:

IN WITNESS WHEREOF, the parties, with intent to be legally bound, have caused this Stop-Loss Fee Schedule Addendum to be executed by the respective authorized representatives on the dates indicated below.

ACCEPTED:

POLICYHOLDER:
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

INSURER:
COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY

By: Jared L. Short

Name: Jared L. Short

Title: President

Date: November 19, 2020

SAN JUAN COUNTY

Group Number: 10040282

ADMINISTRATIVE

SERVICES

CONTRACT

TABLE OF CONTENTS

ADMINISTRATIVE SERVICES CONTRACT

This Administrative Services Contract (the "**Agreement**") is entered into between SAN JUAN COUNTY ("**Plan Sponsor**"), Plan Sponsor's group health plan known as the SAN JUAN COUNTY ("**GHP**"), and REGENCE BLUECROSS BLUESHIELD OF UTAH ("Regence"). Plan Sponsor, GHP and Regence are sometimes referred to individually as the "**Party**" and collectively as the "**Parties**." This Agreement is effective JANUARY 1ST, 2021 (the "**Effective Date**").

RECITALS

WHEREAS, Plan Sponsor has established and maintains the self-funded group health plan, GHP, for Participants (as defined below);

WHEREAS, Regence provides certain ministerial administrative services to self-funded plans, including claims processing services; and

WHEREAS, GHP and Plan Sponsor desire to retain Regence to furnish the administrative services described herein;

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

AGREEMENT

SECTION 1. DEFINITIONS

The following are definitions of terms used in this Agreement. Other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

1.1 **"Addenda"** means the following when referenced collectively:

(a) **"ASC Fee Schedule Addendum"** means the document with that title that is attached to this Agreement and that contains the list of fees and other prices for Regence's services.

(b) **"ASC HIPAA Addendum"** means the document with that title that is attached to this Agreement and that contains the terms among the Parties that are required to comply with HIPAA.

(c) **"Inter-Plan Programs Addendum"** means the document with that title that is attached to this Agreement and that contains the terms among the Parties that are required to comply with Regence's relationships with other BlueCross and/or BlueShield Licensees.

(d) **"BluePath Shared Savings Addendum"** means the document with that title that is attached to this Agreement and that contains the terms among the Parties that govern applicable BluePath Shared Savings pricing.

1.2 **"Average Wholesale Price ("AWP")"** means the average wholesale price for a covered drug, as established and reported by Regence. AWP will be updated in the Regence system regularly. "AWP" does not represent a true wholesale price, but rather is a

fluctuating benchmark provided by third party pricing sources. In the event that the AWP pricing benchmark used by Regence is replaced with another industry benchmark or the methodology for calculating the AWP benchmark materially changes for any reason, Regence may switch to such new pricing benchmark or modify the pricing under this Agreement upon thirty (30) calendar days written notice to Plan Sponsor so as to maintain comparable pricing under the new benchmark or methodology as existed prior to the change.

1.3 **"Booklet"** means a written description of the terms and benefits for the GHP available to Participants. A Booklet will be prepared by Regence only if Regence expressly agrees to undertake that activity and subject to all other terms of this Agreement.

1.4 **"Business Day"** means a day on which Regence is open to the public to conduct Regence's regular business.

1.5 **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985, **as amended.**

1.6 **"Covered Services"** means the services, supplies, treatments, or accommodations that are included within that term in the Booklet or SPD. If there is no Booklet or SPD, Covered Services means the services, supplies, treatments, or accommodations for which benefits are provided under the GHP that Regence is required to administer under Section 3.1 (including, but not limited to, any services, supplies, treatments, or accommodations to which Participant Cost-sharing is applied, regardless of whether a payment under the GHP is made).

1.7 **"ERISA"** means the federal Employee Retirement Income Security Act of 1974, as amended. Throughout the Agreement, this term applies only when the GHP is part of an employee welfare benefit plan regulated under the Employee Retirement Income Security Act.

1.8 **"GHP"** means the employee welfare benefit plan identified in the heading of this Agreement that is established or maintained by Plan Sponsor for the purpose of providing to Participants those benefits described in the Booklet produced by Regence under this Agreement.

1.9 **"HIPAA"** means the federal Health Insurance Portability and Accountability Act of 1996, as amended.

1.10 **"Incurred"** means the date upon which services or supplies have been provided to a Participant during the Term.

1.11 **"Maximum Allowable Cost ("MAC")** means the then current maximum allowable cost of certain pharmaceutical drugs, which lists and pricing may be established and amended by Regence in its sole discretion.

1.12 **"Paid Claim"** means the amount Regence has paid to or with respect to a Participant pursuant to this Agreement in response to a request for the payment of benefits under the GHP.

1.13 **"Participant"** means an individual entitled to receive benefits for Covered Services (including, but not limited to, application of an expense to Participant Cost-sharing,

whether or not a payment under the GHP is made) under the terms of the GHP at the time the Covered Services are provided.

1.14 **"Participant Cost-sharing"** means deductibles, copayments, coinsurance, and similar amounts for Covered Services that the Participant is responsible to pay under the GHP.

1.15 **"Participating Licensee"** means an independent licensee of the BlueCross BlueShield Association, other than Regence.

1.16 **"Participating Provider"** means any physician, health care facility, pharmacy or other health care provider, licensed where required, performing services within the scope of its license, with whom Regence or a Participating Licensee has entered into a participation agreement which allows a Participant to obtain health care services according to certain pre-negotiated fees and other relevant terms.

1.17 **"Plan Administrator"** means SAN JUAN COUNTY who or which the GHP designates as the plan administrator and named fiduciary for the GHP.

1.18 **"Plan Document"** means the written document that establishes eligibility, benefits and other legal requirements of the GHP.

1.19 **"Proprietary Materials"** means Regence proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans. Proprietary Materials specifically includes any data and information, including any data provided to Plan Sponsor or GHP in the form of a data extract or otherwise, related to the composition of the Regence network of Participating Providers, the contracted (or "allowed" amounts) paid to Participating Providers, the terms of the agreement between Regence and the Participating Providers, and the discounts to Regence offered by Participating Providers. Proprietary Materials also consist of any analyses, compilations, studies or other documents created on the basis of other Proprietary Materials.

1.20 **"Retail Generic Discount"** means the lowest of the usual and customary ("U&C"), MAC or AWP percentage minus the discount rate specified in the ASC Fee Schedule Addendum for all non-MAC pharmacy products.

1.21 **"Run-out Claims Processing" or "Run-out"** means Regence will continue to process claims and otherwise provide administrative services with regard to claims Incurred prior to the date of termination of this Agreement.

1.22 **"Regence Affiliates"** means Asuris Northwest Health, Cambia Health Solutions, Inc., Commencement Bay Risk Management Insurance Company, Healthcare Management Administrators, Inc., LifeMap Assurance Company, Regence BlueCross BlueShield of Oregon, Regence BlueShield of Idaho, Inc., Regence BlueCross BlueShield of Utah, Regence BlueShield and ValueCare.

1.23 **"Standard Report"** means a report that Plan Sponsor, Plan Administrator, or GHP can generate through Regence's employer reporting platform.

1.24 **"Standard Transactions"** has the meaning set out in 45 C.F.R. § 162.103.

1.25 **"SPD"** means summary plan description and is a written summary of the terms and benefits of the GHP available to Participants. An SPD will be prepared by Regence only if Regence expressly agrees to undertake that activity and subject to all other terms of this Agreement. A GHP with different benefit plan options may describe those options in one SPD or in separate SPDs for each alternative benefit plan option.

1.26 **"SBC"** means the summary of benefits and coverage that is made available to Participants. Regence will prepare the SBC only where it expressly agreed to prepare the SPD under the terms of this Agreement.

1.27 **"Term"** means the period of time this Agreement remains in effect. The initial Term is defined in Section 4.2 of this Agreement and the Agreement may renew for subsequent twelve (12) month periods, each of which is referred to as a Term. If the Agreement is terminated early for any reason prior to the expiration of a full twelve (12) month period, the shorter period between the first day of the Term and the date the Agreement is terminated is the Term.

SECTION 2. RELATIONSHIP OF PARTIES

2.1 **Regence Acting in Ministerial Capacity Only**. Except as may otherwise be provided in Section 6, the Parties acknowledge and agree that Regence is acting solely in a ministerial capacity in performing Regence's duties and obligations under this Agreement and will have no discretionary authority or responsibility with respect to the administration of the GHP. While Regence may use Regence's reasonable business practices and Regence's reasonable understanding of the terms of the GHP in carrying out Regence's duties under this Agreement, Regence will have no discretionary authority and instead the Plan Administrator will have the ultimate responsibility for interpreting and administering the provisions of the GHP. Regence will abide by all decisions of the Plan Administrator on all questions of substance and procedure concerning the GHP. Regence is not the plan administrator or a GHP-named fiduciary under ERISA, COBRA, HIPAA or other applicable law. Regence will not be responsible for advising the Plan Sponsor or the Plan Administrator with respect to their fiduciary duties under the Agreement or for making any recommendations with respect to the investment of GHP assets.

2.2 **Regence is Not Insuring any GHP Liabilities**. Regence does not insure or underwrite any liability associated with the GHP and will have no financial risk or liability with respect to the provision of benefits under the GHP.

2.3 **Authority.** Plan Sponsor grants Regence the authority to serve as an agent of the Plan Sponsor and Plan Administrator in carrying out Regence's duties under this Agreement, but only those Regence duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.

2.4 **Plan Sponsor Responsible for Adoption of Plan.** Plan Sponsor, and not Regence, has the sole and ultimate authority and responsibility for sponsoring, adopting, amending, designing and terminating the GHP.

2.5 **Plan Administrator and Fiduciary**. With respect to the GHP, Plan Administrator is the plan administrator and the GHP-named fiduciary for purposes of § 402(a)(1) of ERISA (if applicable), COBRA, HIPAA and other applicable law, and, as such, is responsible and

liable for administering all aspects of the GHP and all related regulatory compliance. The duties of the Plan Sponsor, the Plan Administrator, or both specifically include, but are not limited to, the following:

(a) ensure the GHP is in compliance with any applicable state and federal laws, including but not limited to ERISA, COBRA, HIPAA, and the Internal Revenue Code;

(b) perform any applicable nondiscrimination testing;

(c) amend the GHP as necessary to ensure ongoing compliance with applicable law;

(d) provide Participants copies of the SPD or Booklet, summaries of material modifications, summary annual reports, and Summary of Benefits and Coverage (SBC);

(e) file any required tax or governmental returns (including but not limited to Form 5500 returns; IRS Section 6055 or 6056 reporting, or Massachusetts 1099 Attestations);

(f) respond to requests;

(g) except as otherwise provided in the section "Regence's Ministerial Services", adjudicate Participant claim appeals; and

(h) execute and retain required GHP documentation.

2.6 Final Responsibility and Determinations. Plan Sponsor, Plan Administrator, or both, will have the final responsibility and liability for payment of all benefits under the GHP. Plan Sponsor and Plan Administrator will pay all expenses incident to the operation of the GHP. In its capacity as ERISA plan administrator, Plan Administrator will be the final arbiter as to the interpretation of the GHP and the determination of eligibility for coverage and payment of benefits. All final determinations as to a Participant's entitlement to GHP benefits are to be made by the Plan Sponsor, Plan Administrator, or both, including any determination upon an appeal of a denied claim for GHP benefits.

2.7 Regence is an Independent Contractor. Regence is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Plan Sponsor, GHP, or Plan Administrator, and Regence will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. Regence does not assume any responsibility for the general policy design of the GHP, the adequacy of the funding thereof nor any act, omission or breach of duty by Plan Sponsor or Plan Administrator.

2.8 GHP Acts Through Plan Administrator. Any actions, directions, or representations made by Plan Administrator to Regence may be considered the actions, directions, or representations of the GHP.

SECTION 3. THE GHP AND OTHER DOCUMENTS

3.1 GHP Adopted. The most current Plan Document and SPD or Booklet describing the GHP benefits that have been adopted by Plan Sponsor are incorporated into this Agreement by reference. If Plan Sponsor changes or adds any benefits under the GHP, Regence will

not be required to administer those changes or additions unless all of the following conditions have been met:

(a) Plan Sponsor has provided advance notice to Regence of the Plan Sponsor's intent to change or add benefits under the GHP;

(b) Regence has provided Plan Sponsor advanced written notice of Regence's willingness and ability to adequately administer the changes or additions; and

(c) Plan Sponsor agrees to any changes in the fees required by Regence to administer the changes or additions by agreeing to a written amendment to the ASC Fee Schedule Addendum proposed by Regence.

3.2 **Administrative Information**. Plan Sponsor will furnish Regence with any and all instructions, contracts, information or documents deemed necessary by Regence to properly perform Regence's obligations under this Agreement. Such information will include, but not be limited to, copies of the Plan Document and the SPD or Booklet, and any and all amendments or successor documents. Regence, at the request of Plan Sponsor and as part of Regence's ministerial duties under this Agreement, may prepare and/or print an SPD or Booklet and other documents that communicate summary details of the GHP to Participants. However, Plan Sponsor retains ultimate authority as to the content, distribution, and legal or regulatory requirements related to GHP, including the Plan Document and SPD or Booklet.

3.3 **Other Benefit Plans**. If Plan Sponsor adopts additional self-funded benefit plans, Plan Sponsor may negotiate with Regence for the inclusion of such plans under this Agreement.

3.4 **Interpretation**. The terms and conditions of this Agreement govern over any conflicting or inconsistent terms in the Plan Document or SPD or Booklet.

SECTION 4. TERM OF AGREEMENT

4.1 **Term**. The initial term of this Agreement will commence on the Effective Date and terminate after 12 months, unless terminated sooner under Section 5.

4.2 **Renewal.** After the completion of the initial 12-month period, this Agreement will automatically renew for additional twelve- (12-) month periods on each subsequent anniversary of the Effective Date but subject to a revised ASC Fee Schedule Addendum proposed in advance by Regence, unless:

(a) by or before the anniversary of the Effective Date, the Parties have not completed negotiation of an agreement to an amended ASC Fee Schedule Addendum and any other amendments to this Agreement proposed by any Party; or

(b) any Party has given thirty (30) days advance written notice prior to the anniversary of the Effective Date of the Party's intent not to renew the Agreement.

If, by the conclusion of any Term, the Parties have not completed the negotiations for, and execution of, a new ASC Fee Schedule Addendum, but termination of this Agreement has not occurred, Regence at Regence's discretion may continue Regence's services under

the Agreement, except that Regence's newly proposed and unexecuted ASC Fee Schedule Addendum will be in effect.

SECTION 5. TERMINATION AND MODIFICATION

5.1 Termination Without Cause. Any Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Parties.

5.2 Termination For Cause. This Agreement terminates, and Regence's obligation to process claims and pay benefits will cease upon such termination, in accord with any of the following:

(a) thirty (30) days after written notice has been given by Regence to GHP or Plan Sponsor, or by GHP or Plan Sponsor to Regence, of the breach of material obligations under this Agreement; provided that such breach has not been cured within such thirty (30) day period. Notwithstanding the foregoing, Plan Sponsor's default in any payment under this Agreement will be subject to termination under Section 5.2(b).

(b) upon three (3) business days written notice, in Regence's sole discretion, if Plan Sponsor fails to pay:

(1) Paid Claims to Regence by their due date, or if Plan Sponsor does not pay any other payment due under this Agreement by its due date; or,

(2) administrative fees, charges or other amounts due to Regence under the terms of this Agreement (including maintenance of the Advance Deposit, if applicable);

(c) upon three (3) business days written notice, in Regence's sole discretion:

(1) if Plan Sponsor assigns this Agreement, unless such assignment had Regence's prior approval in writing; or

(2) if Plan Sponsor is sold (including a sale of substantially all assets of Plan Sponsor) or merges, unless such sale or merger had Regence's prior approval in writing;

(d) as of the effective date of any law, regulation, or interpretation if any law or regulation is enacted which prohibits the continuance of this Agreement, or any existing law or regulation is interpreted by Regence to so prohibit the continuance of this Agreement;

(e) if Plan Sponsor terminates the GHP, provided that Plan Sponsor will provide Regence with written notice thirty (30) days prior to termination;

(f) if the GHP is modified, unless this Agreement is amended to make such modified plan the GHP under this Agreement;

(g) ten (10) days following the occurrence of any of the following if not reversed or cured prior to the expiration of the ten (10) day period:

(1) a finding or admission that Plan Sponsor or GHP is insolvent;

(2) the date that Plan Sponsor or GHP files for the protection provided under any bankruptcy law;

(3) the date that Plan Sponsor's or GHP's creditors seek to have Plan Sponsor or GHP declared bankrupt or placed under the protection of the Bankruptcy Court; or

(4) the date that Plan Sponsor or Plan Sponsor's creditors or GHP or GHP's creditors seek to have a receiver appointed to manage Plan Sponsor's business or GHP.

5.3 Other Rights to Terminate. Regence's right to terminate pursuant to this Section 5 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement.

5.4 Late Payment and Reinstatement. Any payment received by Regence after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written endorsement of Regence.

5.5 Modification. Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.

SECTION 6. REGENCE'S MINISTERIAL SERVICES

6.1 Claim Processing. During the Term of this Agreement and any period of Run-out Claims Processing, Regence will issue benefit payments and denials, along with explanations of benefits, to or on behalf of Participants in accordance with the terms of the GHP, Regence's medical and payment policies, and any Participating Provider contracts, for those claims Incurred between the Claims Incurred dates presented in Item 3 of the ASC Fee Schedule Addendum. Regence will discontinue processing any and all claims upon termination of this Agreement and completion of any period of Run-out, regardless of the Incurred date of the claim, as further provided in Section 9.1 of this Agreement. In evaluating claims, Regence will use Regence's claim processing system of edits and other applicable standards to determine whether claims are Covered Services.

6.2 General Administrative Services. Regence will:

(a) answer Participant inquiries regarding eligibility, GHP benefits, status of benefit payments, complaints and requests for forms;

(b) although the design of the GHP is the sole responsibility of Plan Sponsor, upon request of the Plan Sponsor, assist in the development and design of the GHP, both initially and in connection with benefit revisions, additions and extensions;

(c) upon the separate written request of the Plan Sponsor and subject to Section 3.2 and the payment of additional fees to be indicated by Regence, draft, prepare and print SPDs, SBCs, or Booklets and other Participant materials;

(d) upon request of the Plan Sponsor, assist with the enrollment of Participants;

(e) maintain eligibility files based upon information provided by Plan Sponsor;

(f) issue identification cards to GHP or Participants;

(g) initiate reasonable overpayment, subrogation, and similar right of reimbursement recovery efforts in accordance with Regence's standard business practices;

(h) provide Plan Sponsor with access to Regence's employer reporting platform;

(i) provide Participants with access to Participating Providers. Plan Sponsor will not attempt to establish or negotiate its own health care provider contracted network;

(j) administer unclaimed provider and Participant funds pursuant to unclaimed property or escheat laws and shall make any required payment and file any required reports under such laws. The Plan represents and warrants that Regence's administration of unclaimed funds is not inconsistent with the GHP and any of its accompanying Plan Documents;

(k) upon request of the Plan Sponsor and in Regence's sole discretion as a courtesy to the group, provide Plan Sponsor with information related to premium equivalents, estimates of the claims impacts of GHP design changes, and estimates of claims incurred but not yet reported. Any such information provided by Regence to the Group is merely provided as a courtesy, and Regence specifically disclaims the accuracy or validity of any such information. Plan Sponsor acknowledges Plan Sponsor should seek professional advice related to such information from a qualified actuary or other qualified professional; and

(l) provide the necessary data for the Plan Sponsor and/or Plan Administrator to file its required state, federal, and/or any other governmental forms, including, but not limited to, data required for Massachusetts 1099 Attestations and IRS 6055 and 6056 reporting.

(m) allow Plan Sponsor and its Participants to access certain consumer convenience programs, acknowledging that Regence may receive administrative fees related to the administration and utilization of such consumer convenience.

6.3 **Processing Errors**. Claim processing errors may result from a number of causes, including retroactive termination, provider billing errors, claims analyst mistakes, incorrect information from a Participating Provider or Participant, or other reasons. In addition, claims processing adjustments may result from a number of causes, including coordination of benefits recovery, third party liability recovery, audit or investigation findings and other reasons. If Regence becomes aware Regence has underpaid a claim or has misquoted GHP benefits to a Participant or Participating Provider, for whatever reason, Regence will reprocess the claim and pay the appropriate amount, charging the amount as a claims expense to Plan Sponsor. If Regence becomes aware Regence has paid benefits to an ineligible person or pays more than the correct amount, for whatever reason, Regence will reprocess the claim at the appropriate amount, attempt to recover appropriately, and, if successful, credit Plan Sponsor with the amount less Regence's reasonable collection expenses. Plan Sponsor acknowledges that Regence will have no obligation to initiate court proceedings or other proceedings to recover such payments. Claim processing errors and adjustments occur in the normal course of business and that, as long as Regence makes reasonable attempts to correct the errors and make the adjustments, Regence has met Regence's obligation to Plan Sponsor and Regence will not be considered to be negligent under Section 10.2(c) of this Agreement. If Regence is

unsuccessful in recovering such payments, Regence will notify the Plan Sponsor so that the Plan Sponsor may take whatever action it deems necessary to collect or obtain any such recovery.

6.4 Non-Standard Reports. If Plan Sponsor or Plan Administrator requests any non-Standard Report and Regence, in its sole discretion, agrees to provide such report, Regence reserves the right to charge for non-Standard Reports. Non-Standard Reports shall be subject to a charge of $150 per hour or $1,200 minimum, whichever is greater, for required programming time. All other charges for non-Standard Reports shall be agreed upon by the Parties in writing before the reports are prepared.

6.5 Claims Adjudication and Appeals.

(a) **Appeals:** Plan Sponsor may choose to delegate to Regence the discretionary authority to administer and make appeals decisions for all, some, or none of the member appeal levels. The Plan Sponsor's designation is indicated in the ASC Fee Schedule Addendum.

(1) **If Plan Sponsor maintains control of member appeals:** Plan Sponsor agrees and acknowledges that Regence has no fiduciary responsibility for Plan Sponsor's appeal decisions if Plan Sponsor assumes responsibility for all member appeals, including review by an Independent Review Organization ("IRO"). Plan Sponsor further agrees and acknowledges that Regence is not responsible for any fees related to a member's IRO voluntary claims appeal.

(2) **If Plan Sponsor delegates the first level of member appeals to Regence:** Regence shall not accept any fiduciary responsibility for Regence's first level appeals decisions. Regence will return any subsequent appeals to the submitter and refer the submitter to the Plan Sponsor for adjudication and final determination. Plan Sponsor further agrees and acknowledges that Regence is not responsible for any fees related to a member's IRO voluntary claims appeal.

(3) **If Plan Sponsor delegates entire member appeals process to Regence:** Regence hereby acknowledges and agrees that it shall act as a fiduciary to the GHP, meeting the same standards that are required by ERISA fiduciaries, solely for the purpose of reviewing denied claims under the Plan, including first and second levels of internal appeals and IRO external appeals. Plan Sponsor acknowledges and agrees that Regence shall not have any other fiduciary duties or responsibilities under the GHP. In consideration of Regence assuming fiduciary responsibility for all levels of member appeals, per the ASC Fee Schedule Addendum, Plan Sponsor agrees to pay Regence the Claims Administration Fee surcharge and to reimburse Regence for any fees (at cost) related to a member's IRO voluntary claims appeal. Plan Sponsor also agrees to use a Regence-approved IRO.

(b) **Litigation:** Plan Sponsor agrees and acknowledges that Regence shall have no authority or obligation to act on behalf of the GHP or Participants as a fiduciary or otherwise with respect to any litigation, including litigation by Participants for

benefits under the GHP, except as may otherwise be required under Regence's indemnification obligations under this Agreement.

SECTION 7. PLAN SPONSOR REQUIREMENTS

7.1 **Fees.** Plan Sponsor will pay Regence all administrative fees as set forth on ASC Fee Schedule Addendum, and any other fees set forth in this Agreement or other applicable Addenda. The ASC Fee Schedule Addendum and any other Addenda will be amended on an annual basis or as otherwise set forth in this Agreement.

7.2 **Automatic Fee Adjustments for Increase of Administration.** If, during any Term of the Agreement, Regence's administrative duties change or Regence's expenses of administration increase for the reasons stated in this Section 7.2, Regence may provide reasonable notice to Plan Sponsor of an alternative ASC Fee Schedule Addendum and such new ASC Fee Schedule Addendum will go into effect automatically. Regence may adjust the ASC Fee Schedule Addendum automatically in the following situations: (1) Regence's costs increase due to legislative or regulatory changes; (2) Regence's costs increase due to a change in agent commissions; (3) Regence's costs increase due to mutually agreed upon benefit changes or additional Regence services; or, (4) GHP enrollment increases or decreases by 10 percent or more at any time during the Term relative to the "Enrollment Assumption" listed in Item 2 of the ASC Fee Schedule Addendum. Upon reasonable notice to Plan Sponsor, such fee adjustment will apply as of the first month following the triggering event and continue for the remainder of the Term.

7.3 **State Tax Fees.** Regence will bill Plan Sponsor for any and all taxes and/or fees, including taxes or fees which may be mandated or assessed on benefit payments made by Regence on behalf of the GHP, including but not limited to taxes required to be paid to the state of New York or fees assessed to support Vermont's Health Information Technology Fund. Any such fee will be billed monthly.

7.4 **Funds for Payment of Benefits.** Plan Sponsor will provide to Regence all funds necessary to pay GHP benefits.

7.5 **Claims Call.** Regence will notify Plan Sponsor once a week using an agreed-upon method (such as by email, confirmed facsimile or telephone) of the amount of Paid Claims since the Effective Date (if this is the first such notification under this Agreement) or since the most recent previous notification (if this notification is other than the first under this Agreement), plus the amount of applicable fees shown in the ASC Fee Schedule Addendum, which may be due. This notification is referred to as the "Claims Call", and will occur as indicated in the ASC Fee Schedule Addendum.

7.6 **Payment of Funds**. Plan Sponsor will pay to Regence the amount of each Weekly Claims Call communicated to Plan Sponsor under Section 7.5 according to the terms set forth on the ASC Fee Schedule Addendum.

7.7 **Advance Deposit**. Prior to the Effective Date of this Agreement, Plan Sponsor will pay to Regence an advance deposit as set out in the ASC Fee Schedule Addendum. The advance deposit is calculated on the basis of the enrollment assumption documented in the ASC Fee Schedule Addendum. Each time this Agreement is renewed for an additional Term, Regence will re-evaluate the enrollment assumption and advance deposit and, if necessary, Plan Sponsor will pay to Regence the amount needed to bring the advance deposit to the re-evaluated amount. Regence may recalculate the advance deposit during

a Term, and Plan Sponsor will bring the advance deposit to the recalculated amount, if either:

(a) the number of Participants for the first month of the Term differs by ten percent (10%) or more from the enrollment assumption from which the advance deposit was calculated; or

(b) the average number of Participants during the Term changes by ten percent (10%) or more from the number enrolled at the beginning of the Term.

After a final accounting by Regence following termination of this Agreement and completion of any period of Run-out, Regence will refund the balance of the advance deposit remaining after offset of any amount owed to Regence for any reason. Regence is entitled to any earned interest from the advance deposit.

7.8 Subrogation and Right of Reimbursement. Regence will make reasonable efforts to identify and pursue potential prepay and/or post-pay subrogation and similar rights of reimbursement recovery opportunities with regard to claims Incurred during the Term under GHP, in accordance with Regence's standard business practices. Plan Sponsor will notify Regence of subrogation and right of reimbursement opportunities of which Plan Sponsor becomes aware. A fee or fixed percentage of subrogation and right of reimbursement recoveries will be withheld to cover Regence's costs of pursuit of such recoveries and is identified as the subrogation/right of reimbursement fee in the ASC Fee Schedule Addendum. These subrogation/right of reimbursement fees will be in addition to any other fees and expenses that Regence is entitled to, or otherwise obligated to pay, out of any subrogation or similar right of reimbursement recovery. In the event Regence obtains a subrogation or overpayment recovery from another party which is considered in whole or in part reimbursement for Paid Claim(s) for which Plan Sponsor is solely liable under the terms of this Agreement, then the Plan Sponsor's account will be credited, less any amount that Regence incurs to collect the overpayment or subrogation recovery, including but not limited to attorney's fees, costs, third-party collections' fees, or other expenses that are paid to effectuate the recovery, and net of any stop-loss reinsurance credited first to Commencement Bay Risk Management Insurance Company as set forth in the ASC Fee Schedule Addendum. Unless notified to the contrary by the Plan Sponsor by or before the later of the termination date or the completion of any period of Run-out, Regence will continue, after termination and completion of any Run-out, to pursue GHP subrogation and similar right of reimbursement files that are then in its possession and will be entitled to withhold the subrogation/right of reimbursement fee from recoveries it obtains on those files. Regence's pursuit of recoveries under this provision, whether before or after the termination date and completion of any period of Run-out, will continue only as long as Regence determines such recoveries are active and viable. If permissible, Regence may offset any payment due from a Participant or recipient against any unpaid claim payment due to the Participant or recipient. The subrogation/right of reimbursement fee is calculated from the amount recovered, net of any attorney fees, costs, or other expenses that are paid to effectuate the recovery, and net of any stop-loss reinsurance credited first to Commencement Bay Risk Management Insurance Company set forth in the ASC Fee Schedule Addendum. Regence's fees for collecting overpayments or subrogation amounts as set forth in the ASC Fee Schedule Addendum will apply to all Paid Claims, whether processed during the Term, after termination, or after completion of any Run-out, irrespective of their eligibility for reimbursement under the Stop-loss insurance policy purchased by Plan Sponsor. If Plan Sponsor is reimbursed under the Stop-Loss insurance policy for a Paid Claim or Paid Claims to which this Section 7.8

applies, Plan Sponsor's Claim Call invoice will include a separate line itemization in the amount of Regence's fees. Regence will calculate and withhold the subrogation/right of reimbursement fee from each net recovery and then credit the remaining net balance to the Plan Sponsor's account. If the subrogation/right of reimbursement fees, costs, or other expenses associated with the validation and distribution of the refund exceed the net balance, then Regence will not remit the net balance to the Plan.

7.9 **Late Fees**. If administrative fees, claims or other invoices are not paid to Regence by the due date, Regence may in its discretion charge a late fee up to 1.5% per month. Late fees are calculated from the date payment is due. Late fees are not part of the administrative services fee.

7.10 **Independent Review Organization (IRO) Administration and Fees**. Plan Sponsor is responsible for reimbursing Regence for fees billed to Regence by an independent medical review organization (IRO) related to a Participant's claims appeal. Plan Sponsor agrees to use a Regence approved IRO.

7.11 **Federal Tax Fees**. Plan Sponsor is responsible for any and all taxes and/or fees, including taxes or fees which may be mandated or assessed on benefit payments made by Regence on behalf of the GHP, including but not limited to taxes required to be paid to the federal government for Carrier Market Share Tax, Reinsurance Assessment or Patient Centered Outcome Research Trust Fund.

7.12 **Information Necessary to Comply with Governmental Requirements.** Plan Sponsor will provide the information necessary for Regence to comply with Regence's obligations under any federal or state law related to this Agreement, including but not limited to the social security numbers of the Participants, the working status of Participants, and tax identification number of the group, as required by the Medicare Secondary Payor reporting requirements applicable to third party administrators for group health plans under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.

7.13 **Shared Savings Program Fees.** Regence may engage in Shared Savings Programs and other payment avoidance activities as described in the BluePath Shared Savings Addendum. Plan Sponsor shall pay a percentage of the Shared Savings as set forth in the ASC Fee Schedule Addendum to Regence as compensation for its Shared Savings Program services, and Plan Sponsor will receive the remaining savings amount. Regence will report the amount of its compensation for payment avoidance activities and Shared Savings to Plan Sponsor on Plan Sponsor's Claims Call invoice. For clarity, Plan Sponsor acknowledges and agrees that Regence's services under this Section 7.13 are not fiduciary activities as defined in ERISA because such activities do not constitute an adverse benefit determination for participants under the claims and appeals regulations or an exercise of discretion or control over plan assets or administration. Regence shall determine which recoveries it will pursue or Claims that it or its contracted vendor will review prior to or after payment. Regence will not be liable for any amounts it does not successfully recover, nor shall Regence be liable to Plan Sponsor to the extent that it approves certain Claims for payment as a result of Regence's Claims prepayment analysis activities or other Shared Savings Programs.

SECTION 8. ELIGIBILITY

8.1 **Eligibility**. Plan Sponsor, not Regence, is responsible for determining and maintaining Participant eligibility records. Plan Sponsor will provide Participant eligibility records to

Regence in a form acceptable to Regence and upon an agreed frequency. Plan Sponsor agrees to comply with the terms and conditions for eligibility and enrollment set forth in the GHP.

8.2 **Commencement of Coverage**. A Participant's coverage begins on the first day of the month (assuming eligibility, satisfaction of probationary periods, payment of the rate and other requirements of eligibility), and terminates on the last day of a month. Administrative fees are not pro-rated for partial months of coverage.

8.3 **Timely Information**. Plan Sponsor acknowledges that Regence's ability to effectively perform the administrative services required by this Agreement depends upon Plan Sponsor's furnishing to Regence timely information in the form of properly completed applications and data for those Participants who are eligible for coverage and timely notice of those who terminate coverage. This information must be provided in a form acceptable to Regence.

8.4 **No Liability if Information Not Timely**. Regence will not be liable for non-performance or delay in the performance of this Agreement caused by or contributed to in whole or in part by the failure of Plan Sponsor to timely furnish any information necessary to determine eligibility for coverage or for adjudication of benefits.

8.5 **Retroactive Termination.** Regence will not retroactively cancel any members upon the request of the Plan Sponsor except in cases where Regence believes there is sufficient evidence of fraud.

8.6 **No Liability if Information Not Correct or Complete**. Regence will not be liable for any claims payment errors based on incorrect or incomplete eligibility information. If Regence or Plan Sponsor identifies such an error, and if the Plan Sponsor requests that Regence pursue recovery of any overpayment based on the incorrect eligibility information Regence received, Plan Sponsor will pay Regence a fee of thirty percent (30%) of any recovery to cover Regence's costs of this pursuit. This fee will be in addition to any other fees and expenses that Regence is entitled to, or otherwise obligated to pay, out of any recovery. Plan Sponsor will indemnify and hold harmless Regence for any and all liability Regence incurs as a result of its pursuit of overpayment errors based on incorrect or incomplete eligibility information.

SECTION 9. DISPOSITION OF CLAIMS UPON TERMINATION

9.1 **Termination of Administrative Services.** The Parties agree that Regence will provide Run-out Claim Processing services after the termination of this Agreement. Regence will continue to perform Run-out Claim Processing services, however, only:

(a) for the amount of time presented in the Runout Period of the ASC Fee Schedule Addendum (or any other written agreement of the Parties for Run-out Claims Processing services);

(b) for claims Incurred prior to the termination date;

(c) if Plan Sponsor pays the Run-out Claim Processing fees presented on the ASC Fee Schedule Addendum (or any other written agreement of the Parties for Run-out Claims Processing services) in a timely manner; and

(d) if the Plan Sponsor remits an additional deposit (or increases the existing amount of any existing deposit) to Regence prior to the termination of the Agreement, in an amount to be determined in Regence's sole discretion, based upon Regence's reasonable estimate of (i) claims Incurred but not paid, and (ii) the Run-out administrative expenses, as calculated by Regence.

If Plan Sponsor breaches paragraph (c) or (d), all administrative services required of Regence under any term of this Agreement or otherwise, including but not limited to claims processing and payments, will immediately cease; except that, if Regence reasonably concludes that it is legally required to continue providing administrative services, Run-out Claims Processing will continue and Plan Sponsor is obligated to pay Regence for its Run-out Claims Processing services under the terms of this Agreement.

9.2 Disposition of Claims after Termination. After termination of this Agreement and completion of any period of Run-out, Regence will deny:

(a) all claims under the GHP that are in the possession of Regence for which payment has not been issued, regardless of the date the claims were Incurred; and

(b) all claims under the GHP that are received by Regence thereafter.

Plan Sponsor will pay Regence all benefit payments and administration charges that are due Regence and remain unreimbursed at the time of or after termination and completion of any period of Run-out. Regence will not be obligated to provide any further services after the termination of this Agreement and completion of any period of Run-out. Regence may in its sole discretion, however, perform certain post Run-out services on a time and materials basis.

SECTION 10. INDEMNIFICATION AND LAWSUITS AGAINST THE PARTIES

10.1 Claims Disputes. In the event a dispute arises with a Participant or other third party over GHP benefits or any action taken by Regence related to the payment of GHP benefits in the performance of Regence's duties under the Agreement (referred to in this Agreement as a "**Claim Dispute**"), the Parties agree to the following.

(a) **Notification of Dispute**. When a Party reasonably determines that a Claim Dispute may arise, the Party will promptly notify the other Parties in writing as to the issues involved in the Claim Dispute.

(b) **Litigation Defense**. If Regence is a party to any legal action related to or arising out of a Claim Dispute, Regence will defend itself against any such legal action (including, but not limited to, litigation, arbitration, and/or mediation) brought by or on behalf of any Participant or other third party, and Regence will have full discretionary authority in all matters related to the conduct, defense, or settlement of any such action, including, but not limited to, the selection of counsel and pursuit of any counter- or cross-claim. As provided in Section 10.2(c), GHP and Plan Sponsor, jointly and severally, are responsible for Regence's costs in defending any legal action related to or arising out of a Claim Dispute including but not limited to, the payment of counsel and filing, court, arbitrator, mediator, and other similar fees and expenses, and Plan Sponsor and GHP, jointly and severally, agree to

reimburse and indemnify Regence for such costs as they are incurred by Regence and billed, with supporting documentation, to GHP or Plan Sponsor.

10.2 Indemnification. The Parties agree to the following indemnification provisions:

(a) Plan Sponsor and GHP, jointly and severally, will indemnify, defend and hold harmless Regence, Regence Affiliates, and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from Plan Sponsor's or GHP's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.

(b) Subject to Section 10.2(c), Regence will indemnify, defend and hold harmless Plan Sponsor and GHP, their affiliates and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from Regence's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.

Notwithstanding anything herein to the contrary, Plan Sponsor and GHP, jointly and severally, will remain obligated for: (1) indemnifying Regence for any Claim Dispute under Section 10.1 of this Agreement; (2) indemnifying Regence from any claim or loss which results from Plan Sponsor's incorrect certification of Participant eligibility; (3) the payment of all GHP benefits; and, (4) the payment of all benefits, costs or damages when the acts giving rise to the liability were performed by Plan Sponsor or GHP, or by Regence upon Plan Sponsor's or GHP's express direction. Regence will not be considered negligent if Regence's claims processing services are performed in accord with the standards of Section 6.3.

SECTION 11. PHARMACY BENEFIT MANAGEMENT

11.1 Pharmacy Benefit Management. Regence, through its Pharmacy Benefit Manager ("PBM"), Prime Therapeutics ("Prime"), or Regence's then-current PBM, will administer and adjudicate claims through its pharmacy network, including the establishment of agreements with pharmacies participating in such networks ("Participating Pharmacies") for the provision of pharmacy services to Participants. PBM administration is contingent on the financial assumptions and qualifications outlined in this Agreement and those articulated in the ASC Fee Schedule Addendum. The contract pricing with Participating Pharmacies may be at various compensation terms and rates. Plan Sponsor will pay Regence all administrative fees as set forth in the ASC Fee Schedule Addendum, and any other fees set forth in this Agreement or other applicable Addenda. The ASC Fee Schedule Addendum and any other Addenda will be amended on an annual basis or as otherwise set forth in this Agreement. Plan Sponsor, Plan Administrator and GHP acknowledge that amounts specified in the ASC Fee Schedule Addendum and charges for particular claims are not necessarily the same as the arrangement between Regence and its PBM (or between the PBM and Participating Pharmacies. Any positive or negative financial impacts resulting from differences between the PBM arrangement and this

Agreement will be for the account of Regence and/or its PBM. Participant Cost-Sharing will be calculated using reimbursement to the Participating Pharmacy.

11.2 **Pharmacy Discounts**. Regence will administer the fees outlined in the ASC Fee Schedule Addendum. Plan Sponsor, Plan Administrator and GHP agree all pricing discounts outlined in the ASC Fee Schedule Addendum are target discounts and not guaranteed discounts, unless stated otherwise in the ASC Fee Schedule Addendum. Regence will use best efforts to meet the discounts outlined in the ASC Fee Schedule Addendum. To meet the discounts, Regence may need to increase or decrease the Maximum Allowable Cost (MAC). Plan Sponsor shall be entitled to retain any savings resulting from Regence achieving a deeper discount than the net effective discount, nor will Regence be penalized for not meeting the net effective discounts unless stated otherwise in the ASC Fee Schedule Addendum. Additional terms and conditions governing the administration of Pharmacy Discounts, including any applicable discount exclusions, are set forth in the ASC Fee Schedule Addendum.

11.3 **Rebates**. Regence may participate in arrangements with drug manufacturers that allow Regence to receive monetary rebates based, among other things, on the volume of certain prescription drugs purchased by or on behalf of Participants under the GHP ("Rebates"). Rebates received by Regence from drug manufacturers will be paid (or credited) to Plan Sponsor as outlined in the ASC Fee Schedule Addendum. Additional terms and conditions governing the administration of Rebates, including any applicable rebate exclusions, are set forth in the ASC Fee Schedule Addendum.

11.4 **Limitation on Use of Other Pharmacy Services.** Plan Sponsor, Plan Administrator and GHP agree not to participate in any other formulary or similar discount program, or enter into any direct or indirect contracts with pharmaceutical manufacturers with respect to the products and services dispensed to Plan Sponsor, Plan Administrator and GHP's plan participants. If Plan Sponsor, Plan Administrator and GHP, enters into the aforementioned direct or indirect contract, Regence will be excused from any targets outlined in the ASC Fee Schedule Addendum for so long as those direct or indirect contracts are in effect.

11.5 **Reservation of Rights.** Plan Sponsor, Plan Administrator and GHP recognize that the PBM industry is volatile. Regence reserves the right to modify or amend the financial targets in the event of: (1) a change in the scope of services to be performed by Regence or the assumptions upon which the financial provisions included in the Agreement are based and/or any government imposed or industry wide change that would impede Regence's ability to provide the pricing described in this document, including any prohibition or restriction on Regence's ability to receive rebates from pharmaceutical manufacturers; (2) a change in Plan Sponsor's alignment with Prime, or its then-current PBM (3) implementation or addition of 100% member paid plan; (4) a greater than ten percent (10%) change in the total number of plan participants from the execution of this Agreement; or (5) a change in the arrangement between Regence and Prime, or its then-current PBM.

SECTION 12. VISION BENEFIT MANAGEMENT

12.1 **Vision Management**. Regence, through a vendor relationship with Vision Service Plan (VSP), will administer and adjudicate claims through its vision provider network, including the establishment of agreements with Participating Vision Providers for the provision of vision services to Participants. The contract pricing with Participating Vision Providers may be at various compensation terms and rates. Plan Sponsor will pay Regence all

administrative fees as set forth in the ASC Fee Schedule Addendum, and any other fees set forth in this Agreement or other applicable Addenda. The ASC Fee Schedule Addendum and any other Addenda will be amended on an annual basis or as otherwise set forth in this Agreement.

12.2 Rescissions or Retroactive Terminations. Notwithstanding anything in Section 8.5, neither Regence nor VSP will reprocess any claims for a Participant regardless of the reasons for the Participant's coverage being rescinded or retroactively terminated.

SECTION 13. ADDITIONAL PROVISIONS

The following provisions are incorporated by reference into this Section 13:

(a) the ASC Fee Schedule Addendum;

(b) the ASC HIPAA Addendum;

(c) the Inter-Plan Arrangements Addendum;

(d) the BluePath Shared Savings Addendum.

SECTION 14. GENERAL

14.1 Insurance. Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure the Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement ("tail coverage") required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to a Party upon request.

14.2 Joint Ownership of Certain Records; Confidentiality. The Parties agree that records and documents that constitute "protected health information" as that term is defined in 45 CFR 160.103 and that pertain to administration of the GHP will be and remain the joint property of the GHP and Regence. All Proprietary Materials are the sole property of Regence. Regence will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Plan Sponsor agrees to maintain the confidentiality of any Proprietary Materials Regence provides, and Plan Sponsor will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of the Plan Sponsor. In the event of a termination of this Agreement, Regence will cooperate with the Plan Sponsor to provide copies of certain requested jointly owned information. Plan Sponsor or GHP agrees to reimburse Regence for the reasonable cost of such assistance and copies.

14.3 Entire Agreement. This Agreement, its Addenda and Exhibits supersede and replace all prior oral or written agreements, if any, between Plan Sponsor and Regence and is the entire agreement between the Parties.

14.4 **Non-Waiver**. The failure or refusal of any Party to enforce or enjoin any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.

14.5 **Time is of the Essence**. Time is of the essence in the performance of this Agreement.

14.6 **Relationship to Blue Cross and Blue Shield Association**. Plan Sponsor and GHP on behalf of themselves and their Participants hereby expressly acknowledge the understanding that this Agreement constitutes an Agreement solely between Plan Sponsor, GHP and Regence, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Regence to use the Blue Cross and Blue Shield Service Marks in the state of Utah, and that Regence is not contracting as the agent of the Association. Plan Sponsor and GHP on behalf of themselves and their Participants further acknowledge and agree that they have not entered into this Agreement based upon representations by any person or entity other than Regence and that no person or entity other than Regence will be held accountable or liable to Plan Sponsor or the Participants for any of Regence's obligations to Plan Sponsor created under this Agreement. This paragraph will not create any additional obligations whatsoever on the part of Regence other than those obligations created under other provisions of this Agreement

14.7 **Audit Rights**. During the Term of this Agreement, the period of Run-out, and for a period of six (6) months following the Agreement's termination and completion of any period of Run-out, Plan Sponsor or GHP (or its designated claims auditing representative, if approved by Regence in writing) will have the right to initiate an examination of Regence's records. Examined records will relate only to the GHP benefits. Any such audit will be conducted during regular business hours at Regence's offices, and following sixty (60) days prior written notice. Any examination of individual Participants' health benefit payment records will be carried out in a manner specifically designed to protect the confidentiality of the Participants' medical information in compliance with all federal and state laws governing confidentiality and privacy of health information. All audits will be limited to information relating to the Term in which the audit is conducted and/or the immediately preceding Term and will be concluded within eighteen (18) months of the last day of the Term under audit. Plan Sponsor or GHP will pay all expenses incurred by Regence, GHP and Plan Sponsor relating to the audit. Regence will not be required to disclose any information in violation of applicable law. Regence does not permit any extrapolation from a sample of claims to make determinations about the universe of claims processed as a whole.

Prior to commencement of any audit, Plan Sponsor, GHP and its outside auditor, if any, will execute a written audit agreement with Regence which sets forth the terms and conditions of the audit according to Regence's most recent external audit policy. Regence reserves the right to deny access to a third-party contingency fee auditor.

With regard to its contracts with Participating Providers, the terms of which are not otherwise publicly available, Regence reserves the right to deny access to the contracts. At Regence's sole discretion, Regence will provide access to its contracts with Participating Providers only (i) for the purpose of ensuring that a claim was correctly paid by the claims processing system at the appropriately contracted rate, and (ii) only in a manner that Regence deems would protect the confidential and/or proprietary information contained therein. This reservation of right pertains not only to the actual contracts but

also to any data, reports or other information generated from which the terms of the contracts could be determined, which are considered Proprietary Material under the Definition Section of this Agreement.

14.8 **Severability**. In the event any one or more of the terms, conditions or provisions contained in the Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions were not contained herein.

14.9 **Restriction on Assignment**. No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer or delegation in violation of this paragraph will be null and void.

14.10 **Notices**. Except for a revised ASC Fee Schedule Addendum under Section 4.2 or an alternative ASC Fee Schedule Addendum under Section 7.2 (which would be effective as provided in those sections) and except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands, and other communications required or permitted to be given or made under the Agreement will be in writing and will be effective on the date of actual hard copy receipt (including by confirmed email receipt), and will be sent to Plan Sponsor, GHP or Regence, as the case may be, to such address, person, or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.

14.11 **Binding Effect**. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

14.12 **No Third-Party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create, any rights, obligations or legal relationship between Regence and any Participant.

14.13 **Force Majeure**. No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Participants have access to Participating Provider services consistent with applicable law, despite such events.

14.14 **Survival**. All rights and obligations will cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 7, 9, 10, 14.1, 14.2, the Inter-Plan Arrangements Addendum, and as specified in Section 6 of the ASC HIPAA Addendum.

14.15 **Headings**. The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

14.16 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

14.17 **Fidelity Bond**. Plan Sponsor will provide a fidelity bond for fiduciaries and every person who handles funds or other property of the GHP if required by ERISA for the benefit of the GHP.

14.18 **Bankruptcy**. If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any Party hereto, and if this Agreement has not otherwise been terminated, then a non-filing Party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing Party pending the defaulting Party's assumption or rejection of this Agreement will not be a breach of this Agreement and will not affect the non-filing Party's right to pursue or enforce any of its rights under this Agreement or otherwise.

14.19 **Class Actions**. Plan Sponsor and Regence recognize that, from time to time, Regence or Plan Sponsor or GHP may receive notice of a pending class action that seeks recovery on behalf of a class that may include Regence or Plan Sponsor (a "Class Action"). Notwithstanding any language to the contrary in this Agreement, Regence will have no duty to participate in the "Class Action" on behalf of Plan Sponsor or GHP. Regence does not have a duty to notify Plan Sponsor or GHP (or any plan) of receipt of notice of any "Class Action". Plan Sponsor or GHP may request that Regence provide information for a Class Action or assist in pursuing a recovery for Plan Sponsor in a Class Action. Regence will have the sole discretion to accept or reject such a request. If accepted, the services provided will be subject to the payment of additional administrative fees and other related costs to Regence by Plan Sponsor.

14.20 **Governing Law**. Unless preempted by federal law, this Agreement will be governed, construed, performed and enforced in accordance with the laws of the State of Utah.

14.21 **Dispute Resolution**. If a dispute should arise out of this Agreement or a breach thereof, the Parties will attempt in good faith to resolve the dispute informally through discussion, the exchange of documents, or meetings following a Party's written notice of the existence and nature of the dispute.

If the Parties are unable to resolve the dispute within 30 days after the date of such written notice, they will, while continuing to attempt to resolve the dispute, also establish a procedure for mediation of the dispute in the event it is not resolved.

If the Parties are unable to resolve the dispute, or to agree to a procedure for mediation of the dispute, within 60 days after the date of the written notice of dispute, then the dispute will be submitted to mediation, initiated by written notice from a Party, in accordance with the model procedures of the International Institute for Conflict Prevention & Resolution.

In the event the Parties are not able to resolve the dispute as described above, the Parties may submit the matter to binding arbitration in accordance with the commercial arbitration

rules of the American Arbitration Association unless the Parties agree to another method of dispute resolution. The Arbitration will be conducted in the Utah county where the Plan Sponsor resides. The Parties agree that the arbitrator's award will be final and binding, may include an apportionment of attorney fees and costs, and may be enforced in any court having jurisdiction thereof.

[signature { page } { pages } to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a Party, each other Party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting Party.

ACCEPTED:

PLAN SPONSOR
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

_____
_____
_____
_____

REGENCE BLUECROSS BLUESHIELD OF UTAH

By: David M Pankey

Name: David M Pankey

Title Director of Underwriting

Date: December 15, 2020

Address for Notice:
Regence
Attn: Legal Department
100 SW Market Street, MSE 12B
Portland, OR 97201
Fax: 503-225-5431

GROUP HEALTH PLAN (GHP)
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

_____
_____
_____
_____

ASC HIPAA ADDENDUM

This ASC HIPAA Addendum (the "Addendum") modifies the Administrative Services Contract between the Parties (the "Agreement") in which Group Health Plan ("GHP"), or any company that is owned or controlled by GHP (collectively referred to as "GHP") has contracted with Regence for the provision of services to, or on behalf of, GHP. Plan Sponsor, GHP and Regence are sometimes referred to individually as the "**Party**" and collectively as the "**Parties**."

The Parties acknowledge that for purposes of fulfilling the obligations of REGENCE BLUECROSS BLUESHIELD OF UTAH ("Regence") to SAN JUAN COUNTY ("Plan Sponsor") and its Group Health Plan under this Addendum, Regence is the Business Associate of GHP. The Parties agree that Regence may have access to Personal Information in order to perform Regence's obligations and services to GHP. Parties also desire to comply with the HIPAA Rules and GLB Rules that are applicable to Regence's relationship with GHP.

DEFINITIONS

General. Except as otherwise provided in this Addendum, all capitalized terms shall have the meanings as set forth and used in the HIPAA Rules.

"GHP" means Group Health Plan and any legal entity that is owned or controlled by it.

"GHP Privacy Official" means Group Health Plan's Privacy Official or designee.

"GLB Rules" means the requirements of all insurance commissioner regulations implementing Title V of the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.).

"HIPAA Rules" means the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 and implementing regulations.

"**Lawful Holder**" means an individual or entity that is in lawful possession of Patient Identifying Information.

"**Part 2 Rule**" means the Confidentiality of Substance Use Disorder Patient Records Rule (42 C.F.R. Part 2).

"**Patient Identifying Information**" means information that (a) would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, descriptive language, or both and (b) is subject to the Part 2 Rule, limited to the Patient Identifying Information that one a Party receives from or on behalf of another Party.

"Personal Information" means any information created for or received from Plan Sponsor or GHP from which the identity of an individual can reasonably be determined, and includes, but is not limited to, all information within the meaning of "Protected Health Information" in the HIPAA Rules and "Nonpublic Personal Financial Information" as defined in the GLB Rules. Personal Information includes such information created, received, maintained, or transmitted on behalf of Plan Sponsor or GHP, in any form, electronic or otherwise.

1. Regence Obligations

1.1 Uses and Disclosures. Regence shall not use or further disclose Personal Information other than as Required by Law or as permitted in this Addendum.

a. **Provision of Services to GHP**. Regence may use or disclose Personal Information to perform functions, activities, or services for or on behalf of Plan Sponsor or GHP within the scope of any services contract or agreement between the Parties, provided that such use or disclosure would not violate the Privacy Rule if done by Plan Sponsor or GHP.

b. **Disclosures of Personal Information.** For privacy and security requirements under HIPAA, Personal Information other than enrollment/disenrollment information may be disclosed to the Plan Administrator of the GHP only, and may not be disclosed to the Plan Sponsor, except as provided in this section. Both the GHP and the Plan Sponsor are Parties to this Addendum to ensure Personal Information is disclosed to the correct legal entity. In the event that GHP discloses Personal Information other than enrollment/disenrollment information to the Plan Sponsor or instructs Regence to disclose such Personal Information to the Plan Sponsor, GHP hereby certifies that it has made all necessary amendments to the Plan Document and SPD in accordance with 45 CFR § 164.504.

c. **Management and Administration of Regence**

Management Use. Regence may use Personal Information for the proper management and administration of Regence or to carry out the legal responsibilities of Regence.

Management Disclosure. Regence may disclose Personal Information for the proper management and administration of Regence, provided that disclosures are Required by Law or Regence obtains: (i) reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (ii) reasonable assurance that the person agrees to notify Regence of any instances of which it is aware in which the confidentiality of the information has been breached.

d. **Data Aggregation**. Regence may use Personal Information to provide Data Aggregation services to GHP.

e. **Minimum Necessary and Limited Data Set**. Regence's use, disclosure, or request for Personal Information shall use a Limited Data Set if practicable. If a Limited Data Set is impracticable, Regence, in its performance of the functions, activities, services, and operations undertaken for, or on behalf of, GHP, shall make reasonable efforts to use, disclose, and request only the minimum amount of Personal Information necessary to accomplish the intended purposes of the use, disclosure, or request. Regence agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this Addendum.

f. **Sale of Personal Information.** Regence shall not directly or indirectly receive remuneration in exchange for Personal Information except where permitted by the Addendum and consistent with applicable law.

g. **Marketing.** Regence shall not directly or indirectly receive payment for any use or disclosure of Personal Information for marketing purposes except where permitted by the Addendum and consistent with applicable law.

1.2 **Safeguards**. Regence shall use appropriate safeguards to prevent any use or disclosure of the Personal Information not provided for by this Addendum or by the HIPAA Rules.

1.3 **Mitigate Harmful Effects**. Regence shall mitigate, to the extent practicable, any harmful effect that is known to Regence of a use or disclosure of Personal Information in violation of the requirements of this Addendum.

1.4 **Reporting Requirements**

a. **Non-Permitted Use or Disclosure**. Regence shall report to GHP any use or disclosure of the Personal Information not provided for by this Addendum or by the HIPAA Rules within five (5) business days of becoming aware of such use or disclosure.

b. **Security Incidents**. Regence shall report within five (5) business days to GHP any Security Incident involving electronic Personal Information of which it becomes aware.

c. **Notices to Privacy Official**. Regence shall send all notices pertaining to Personal Information obligations that are set forth in this Addendum to the GHP Privacy Official.

1.5 **Agents and Subcontractors**. Regence shall enter into a Business Associate Agreement in compliance with the HIPAA Rules with any subcontractor or agent of Regence that creates, receives, maintains, or transmits Personal Information on behalf of Regence for purposes of delivered services to GHP under this Agreement.

1.6 **Inspection of Books and Records**. In a time and manner designated by the Secretary of the U.S. Department of Health and Human Services ("Secretary") or Plan Sponsor or GHP, Regence shall make its internal practices, books, and records relating to the use and disclosure of Personal Information available to the Secretary or Plan Sponsor or GHP for purposes of determining compliance with the HIPAA Rules.

1.7 **HIPAA Obligations**. To the extent Regence is to carry out one or more of GHP's obligations under the HIPAA Rules, Regence will comply with the requirements of the HIPAA Rules that apply to GHP in the performance of such obligations.

1.8 **Individual Rights**

a. **Access**. At the request of and in a reasonable time and manner designated by GHP, Regence shall provide access to Personal Information to GHP or, as directed by GHP, to an individual in order to meet the right of access requirements under the HIPAA Rules. Regence shall make access available in an electronic format when requested by GHP.

b. **Amendment**. Regence shall make any amendments to Personal Information as directed by GHP, or as requested by an individual, to meet

the right of amendment required by the HIPAA Rules, in a reasonable time and manner designated by GHP.

c. **Accountings**. Regence shall document disclosures of Personal Information and information related to disclosures that would be required for GHP to respond to a request by an individual for an accounting of disclosures of Personal Information under the HIPAA Rules. Regence shall provide the accounting information to GHP or an individual in a reasonable time and manner designated by GHP to meet the time specified in the HIPAA Rules.

1.9 Standard Transactions. Regence will not enter into, nor permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of GHP that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is not permitted in a Standard Transaction; or (iv) changes the meaning or intent of a Standard Transaction or its Implementation Specification.

1.10 Security

a. **Security Rule**. Regence shall comply with the security provisions of the HIPAA Rules.

b. **Security of Electronic Personal Information**. Regence shall have administrative, physical, and technical safeguards, and related policies and procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Personal Information.

c. **Evaluation of Security Controls.** Regence shall make its internal security practices, policies, and procedures relating to the security of Personal Information available to GHP for evaluation. Such evaluation may include technical and non-technical security auditing and shall occur in a reasonable time and manner designated by GHP and coordinated with Regence.

2. GHP Obligations

2.1 Restrictions to Personal Information. GHP shall notify Regence of any restriction to the use or disclosure of Personal Information that GHP has agreed to under the HIPAA Rules.

2.2 Permissible Requests. GHP shall not request Regence to use or disclose Personal Information in any manner that would not be permissible under the HIPAA Rules if done by GHP.

3. Substance Use Disorder Information under 42 CFR Part 2. The Parties acknowledge that Patient Identifying Information subject to the Part 2 Rule may be exchanged under the terms of Agreements entered into between the Parties. When a Party that is a Lawful Holder (a "Disclosing Party") discloses Patient Identifying Information to another Party or permits that Party to create or receive Patient Identifying Information on behalf of the Disclosing Party (the other Party being the "Receiving Party"), the Receiving Party shall comply with the terms of this Section with respect to such information.

3.1 Receiving Party Obligations. The Receiving Party shall:

a. Comply with the requirements of the Part 2 Rule with respect to all Patient Identifying Information the Receiving Party creates or receives on behalf of the Disclosing Party;

b. Implement appropriate safeguards to prevent unauthorized uses and disclosures of such Patient Identifying Information; such safeguards will comply with 42 C.F.R. § 2.16;

c. Report to the Disclosing Party any unauthorized Use, Disclosure, or Breach of Patient Identifying Information in the manner required by the Master Business Associate Agreement;

d. Refrain from redisclosing Patient Identifying Information to any person or entity other than the Disclosing Party, unless such redisclosure is permitted by an applicable provision of the Part 2 Rule or SAMHSA published guidance; and

3.2 Disclosing Party Obligations. Disclosing Party shall:

a. Make commercially reasonable efforts to require Part 2 Programs (as that term is defined in the Part 2 Rule) to notify Receiving Party of any Patient Identifying Information the Part 2 Program discloses directly to Receiving Party in accordance with the terms of this Agreement and

b. Notify Receiving Party of any Patient Identifying Information Disclosing Party discloses to Receiving Party; and

c. Disclose to Receiving Party only the minimum Patient Identifying Information necessary for Receiving Party to perform its duties under this Agreement or any underlying Agreement between the Parties.

4. Term and Termination

4.1 Term. Upon termination of this Agreement, the terms of this Addendum shall remain in effect until all of the Personal Information provided by GHP to Regence, or created, received, or maintained by Regence on behalf of GHP, is destroyed or returned to GHP. If it is infeasible to return or destroy Personal Information, Regence shall inform GHP of the reason it is not feasible and the protections in this Addendum shall extend to such information for as long as Regence retains control or possession of Personal Information.

4.2 Termination for Cause. Upon GHP's knowledge of a breach of this Addendum by Regence, GHP will have the right, but not the obligation, to: (i) provide an opportunity within the time specified in writing by GHP for Regence to cure the breach; or (ii) terminate upon written notice this Addendum and any contract or agreement to which this Addendum applies.

4.3 Effect of Termination. Notwithstanding any provision herein, Regence shall upon termination of this Addendum for any reason:

a. Except as provided for in Section 4.3.b, return to GHP or destroy, as specified by GHP, all Personal Information that is under the control or in

the possession of Regence. If GHP specifies that Regence destroy Personal Information, Regence shall certify to GHP that the Personal Information has been destroyed;

b. Retain Personal Information only to the extent necessary for Regence to continue its proper management and administration or to carry out its legal responsibilities, but shall return to GHP or destroy, as specified by GHP, such retained Personal Information when it is no longer needed by Regence for its proper management and administration or to carry out its legal responsibilities;

c. Continue its obligations under Section 1.2 (Safeguards) and Section 1.10 (Security) and comply with the HIPAA Rules with respect to electronic Personal Information to prevent use or disclosure of the Personal Information for as long as Regence retains control or possession of Personal Information; and

d. Not use or disclose the Personal Information retained by Regence other than for the purposes for which such Personal Information was retained and subject to the same conditions set out in Section 1.1.b (Management and Administration of Regence) that applied prior to termination.

5. **Amendment**. The Parties agree to take such action to amend this Addendum from time to time as is necessary to comply with the requirements of the HIPAA Rules or the GLB Rules.

6. **Assignment**. This Addendum is not assignable or transferable without the prior written consent of GHP.

7. **Survival**. The respective rights and obligations under Section 4 and Section 5 shall survive termination of this Addendum.

8. **Supremacy**. This Addendum shall have legal superiority and control over any conflicting or limiting provision of any other contract or agreement between the Parties, whether entered into before, simultaneous, or after this Addendum.

9. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits GHP to comply with the HIPAA Rules and the GLB Rules.

10. **Third-Party Beneficiary**. This Addendum is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any individual or entity other than the Parties hereto any legal or equitable rights hereunder.

11. **Counterparts**. This Addendum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

INTER-PLAN PROGRAMS ADDENDUM

This Inter-Plan Programs Addendum (the "Addendum") modifies the Administrative Services Contract by and among GHP, Plan Sponsor, and Regence (the "Agreement") for the provision of services to, or on behalf of, GHP.

DEFINITIONS

The following are definitions of terms used in this Addendum. Other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

"Access Fee" is a fee charged by the Host Blue to Regence for making its applicable provider network available to the Plan Sponsor's Participants. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount Regence receives from the applicable Host Blue subject to a maximum of $2,000 per claim. When charged, Regence passes the Access Fee directly on to the Plan Sponsor.

"Administrative Expense Allowance (AEA) Fee" is a fixed per-claim dollar amount charged by the Host Blue to Regence for administrative services the Host Blue provides in processing claims for the Plan Sponsor's participants. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your Plan Sponsor enrollment. When charged, Regence passes the AEA Fee directly on to the Plan Sponsor.

"Accountable Care Organization (ACO)" means a group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

"Care Coordination" means an organized information-driven patient care activities intended to facilitate the appropriate responses to a Participant's healthcare needs across the continuum of care.

"Global Payment/Total Care" means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

"Non-Standard AEA Fee" is a financial arrangement negotiated between the Host Blue and Regence and replaces all other fees, including the Access and AEA, with the exception of Care Coordinator Fees. The Non-Standard AEA is a fixed per-claim dollar amount charged by the Host Blue to Regence for administrative services the Host Blue provides in processing the Plan Sponsor's Participants. When charged, Regence passes the Non-Standard AEA Fee directly on to the Plan Sponsor.

"Per Contract Per Month (PCPM) Fee" is a financial arrangement negotiated between the Host Blue and Regence and replaces all other fees, including the Access Fee and AEA, with the exception of Care Coordinator Fees. The PCPM dollar amount is charged on a per-contract-per-month basis by the Host Blue to Regence. For administrative services the Host Blue provides in processing claims the Plan Sponsor's Participants. The dollar amount can also be based on the size of the Plan Sponsor's enrollment. When charged, Regence passes the PCPM Fee directly on to the Plan Sponsor.

"Patient-Centered Medical Home (PCMH)" means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

"Provider Incentive" means an additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

"Shared Savings" means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

"Value-Based Programs (VBP)" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment

I. OUT-OF-AREA SERVICES

Overview

Regence has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." These Inter-Plan Programs operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Participants access healthcare services outside the geographic area Regence serve[s], the claim for those services may be processed through one of these Inter-Plan Programs and presented to Regence for payment. The Inter-Plan Programs available to Participants under this Agreement are described generally below.

Typically, Participants, when accessing care outside the geographic area Regence serves, obtain care from healthcare providers that have a contractual agreement (i.e., are "participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Participants may obtain care from non-participating healthcare providers. Regence's payment practices in both instances are described below

A. BlueCard® Program.

Under the BlueCard® Program, when Participants access Covered Services within the geographic area served by a Host Blue, Regence will remain responsible to Plan Sponsor for fulfilling Regence's contractual obligations. However, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim.

The calculation of Participant liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the provider's billed charges or the negotiated price made available to Regence by the Host Blue.

The calculation of Plan Sponsor liability on claims for Covered Services processed through BlueCard will be based on the negotiated price made available to Regence

by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating healthcare provider(s) an inclusive allowance (e.g., per case or per day amount) for specific healthcare services.

2. Claims Pricing.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue's healthcare provider contracts. The negotiated price made available to Regence by the Host Blue may represent a payment negotiated by a Host Blue with a healthcare provider that is one of the following:

(a) an actual price. An actual price is a negotiated payment without any other increases or decreases, or

(b) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or

(c) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the amount paid by the Participant and Plan Sponsor is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The BlueCard Program requires that the price submitted by a Host Blue to Regence is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to the Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the Plan Sponsor. If the Plan Sponsor terminates the Agreement, the Participant will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be [liquidated/drawn down] over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the [federal funds or similar rate]. Host Blues may retain interest earned on funds held in variance accounts.

A small number of states require Host Blues either (i) to use a basis for determining Participant liability for covered healthcare services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge. Should the state in which healthcare services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, Regence would then calculate Participant liability and Plan Sponsor liability in accordance with applicable law.

3. BlueCard Program Fees and Compensation.

Plan Sponsor understands and agrees to reimburse Regence for certain fees and compensation which Regence is obligated under the BlueCard Program to pay to the Host Blues, to the Blue Cross and Blue Shield Association (BCBSA), and/or to BlueCard Program vendors, as described below. Fees and compensation under the BlueCard Program may be revised in accordance with the Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Plan Sponsor. Such revisions typically are made annually as a result of Program policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Plan Sponsor's benefit period under this Agreement.

Regence will charge these fees as follows:

a) Fees associated with claims processing:

- Access Fees
- Administrative Expense Allowance (AEA) fees
- Per Contract Per Month (PCPM) fees
- Non-Standard AEA fees

b) Some of these fees and compensation are charged each time a claim is processed through the BlueCard Program and include, but are not limited to, access fees, administrative expense allowance fees. An access fee may be passed on to Plan Sponsor as an additional claim liability. If one is charged, it will be a percentage of the discount/differential Regence receives from the Host Blue, based on the current rate in accordance with the Program's standard procedures for establishing the access fee rate. The access fee will not exceed $2,000 for any claim. See ASC Fee Schedule Addendum.

c) BlueCard Program Access Fees. A BlueCard Program access fee may be charged only if the Host Blue's arrangement with its healthcare provider prohibits billing Participants for amounts in excess of the negotiated payment. However, a healthcare provider may bill for non-covered

healthcare services and for Participant cost sharing (for example, deductibles, copayments, and/or coinsurance) related to a particular claim.

d) How the BlueCard Program Access Fee Affects Plan Sponsor. When Regence is charged a BlueCard Program access fee, Regence may pass the charge along to Plan Sponsor as a claim expense or as a separate amount. The access fee will not exceed $2,000 for any claim. If Regence receives an access fee credit, Regence will give Plan Sponsor a claim expense credit or a separate credit. Instances may occur in which the claim payment is zero or Regence pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Regence will pay the Host Blue's access fee and pass it along to Plan Sponsor as stated above even though Plan Sponsor paid little or had no claim liability.

B. Nonparticipating Providers Outside Regence Service Area

1. Participant Liability Calculation

(a) **In General:** When Covered Services are provided outside of the Regence service area by nonparticipating providers, the amount(s) a Participant pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Participant may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Regence will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

(b) **Exceptions:** In some exception cases, at the Plan Sponsor's direction, Regence may pay claims from nonparticipating healthcare providers outside of the Regence service area based on the provider's billed charge. This may occur in situations where a Participant did not have reasonable access to a participating provider, as determined by Regence, in Regence's sole and absolute discretion, or by applicable state law. In other exception cases, at the Plan Sponsor's direction, Regence may pay such claims based on the payment Regence would make if Regence were paying a nonparticipating provider inside of the Regence service area, as described elsewhere in this Agreement. This may occur where the Host Blue's corresponding payment would be more than Regence's in-service area nonparticipating provider payment. Regence may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Participant may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Regence will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Plan Sponsor understands and agrees to reimburse Regence for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Plan Sponsor are set forth in ASC Fee Addendum and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 3 above.

C. Blue Cross Blue Shield Global® Core

1. If Participants are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), Participants may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Participants with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Participants receive care from providers outside the BlueCard service area, Participants will typically have to pay the providers and submit the claims to obtain reimbursement for these services. If Participants need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, Participants should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

(a) **Inpatient Services:** In most cases, if Participants contact the service center for assistance, hospitals will not require Participants to pay for covered inpatient services, except for Participant Cost-sharing, to begin claims processing. However, if Participants paid in full at the time of service, Participants must submit a claim to receive reimbursement for Covered Services. **Participants must contact Regence to obtain precertification for non-emergency inpatient services.**

(b) **Outpatient Services:** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Participants to pay in full at the time of service. Participants must submit a claim to obtain reimbursement for Covered Services.

(c) **Submitting a Blue Cross Blue Shield Global Core Claim:** When Participants pay for Covered Services outside the BlueCard service area, Participants must submit a claim to obtain reimbursement. For institutional and professional claims, Participants should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Participants claims. The claim form is available from Regence, the service center or online at www.bcbsglobalcore.com. If Participants need assistance with claim submission, Participants should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. **BlueCross BlueShield Global Core-Related Fees.** Plan sponsor understands and agrees to reimburse Regence for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Plan Sponsor under Blue Cross Blue Shield Global Core are set forth in the ASC Fee Addendum. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in Section 3 above.

D. Value-Based Programs.

Participants may access Covered Services from providers that participate in a Host Blue's and/or Regence's Value-Based Programs. A Host Blue's Value-Based Program may be delivered through the BlueCard Program. Regence's Value-Based Program applies for services rendered locally. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient-Centered Medical Homes and Shared Savings arrangements.

Under Value-Based Programs, a Host Blue and/or Regence may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees, and/or other allowed amounts.

Regence will pass these provider payments (either from the Host Blue or from Regence when services rendered locally) on to Plan Sponsor as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue and/or Regence:

1. **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Plan Sponsor via an enhanced provider fee schedule.

2. **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

1. **Annual Lump Sum Billings:** There are Lump Sum billings for Regence Value-Based Programs incentives. Accountable Care Organizations, Accountable Health Network and the Total Care programs will be charged back retrospective Shared Savings Rate (SSR) are passed through the claims invoice as Discretionary Billing Items (DBI). For self-funded groups, the Annual Shared Savings Charge Back falls under "Other Activity", "Value Based Med Management Program Retrospective Settlement (month year)" on the self-funded group's bill.

Regence will pass these charges directly through to Plan Sponsor as a separately identified amount on the group billings annually. Regence will bill annual lump sum billings no more than 24 months after the end of Term or termination; or

2. **Per Member Per Month (PMPM) Billings:** Per Member Per Month billings for Regence and Host Blue Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Regence will pass these charges directly through to Plan Sponsor as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Regence and/or Host Blues will take one of the following actions:

(a) Use any surplus in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period; or

(b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue and/or Regence will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If GHP and Plan Sponsor terminate, Plan Sponsor will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds. Host Blues may retain interest earned on funds held in variance accounts.

Note: Participants will not bear any portion of the cost of Value-Based Programs except when a Host Blue and/or Regence uses either average pricing or actual pricing to pay providers under Value-Based Programs.

3. **Care Coordinator Fees.** Host Blues may also bill Regence for and/or Regence may also pay Care Coordinator Fees for provider services which Regence will pass on to GHP and Plan Sponsor as follows:

   (a) PMPM billings; or

   (b) Individual claim billings.

   Regence and the GHP/Plan Sponsor will not impose Participant Cost-sharing for Care Coordinator Fees.

4. **Return of Overpayments.**

   Under the BlueCard Program, recoveries from a Host Blue or its participating healthcare providers can arise in several ways, including but not limited to anti-fraud and abuse recoveries, healthcare provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to Plan Sponsor as a percentage of the recovery. Recovery amounts determined in this way will generally require correction on a claim-by-claim or prospective basis. Unless otherwise agreed to by the Host Blue, Regence may request adjustments from the Host Blue for full refunds from healthcare providers due to the retroactive cancellation of membership but only for one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or healthcare provider contracts or jeopardizes its relationship with its healthcare providers.

II. PROPRIETARY INTER-PLAN MATERIALS

A. Definitions.

Inter-Plan proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans. Proprietary Materials specifically includes any data and information, including any data provided to Plan Sponsor or GHP in the form of a data extract or otherwise, related to the composition of the networks of Blue Cross and/or Blue Shield licensees' Participating Providers, the contracted (or "allowed" amounts) paid to Participating Providers, the terms of the agreement between Blue Cross and/or Blue Shield Licensees and their respective Participating Providers, and the discounts to Blue Cross and/or Blue Shield Licensees offered by their respective Participating Providers. Proprietary Materials also consist of any analyses, compilations, studies or other documents created on the basis of other Proprietary Materials.

The GHP's obligations apply only to the extent Proprietary Inter-Plan Materials are: (a) conspicuously marked "confidential" or similar designation; (b) identified by Regence as confidential before or promptly after disclosure; or (c) disclosed in a manner, or of a type, such that the GHP should reasonably have understood under the circumstances that the information is considered confidential or proprietary. Failure by Regence to mark information as "confidential" or with a similar designation will not be determinative of the protected, confidential or proprietary character of the disclosed information.

Notwithstanding the foregoing, the term "Proprietary Inter-Plan Materials" shall not include any information that: (i) is or becomes generally available to the public other than through disclosure or other intentional misconduct by the GHP or its Representative(s); (ii) was received by the GHP from another Person without any limitations on use or disclosure, but only if to the knowledge of the GHP after due inquiry such other Person is not prohibited from using or disclosing the information by any legal, contractual, or fiduciary obligation to Regence or its Representative(s); (iii) was independently developed by the GHP without using Confidential Information; or (iv) is already known to the GHP or its Representatives on a non-confidential basis prior to the disclosure of such information by the GHP or its Representatives.

B. The GHP's Obligations

1. **Purpose and Use.** The GHP will hold the Proprietary Inter-Plan Materials in confidence and will use the Proprietary Inter-Plan Materials for the sole and limited purpose for which it was disclosed, namely, to administer and manage the Inter-Plan claims of its members ("Purpose"). The GHP shall make reasonable efforts to use, disclose, and request only the minimum amount of Proprietary Inter-Plan Materials necessary to accomplish the intended purposes of the use, disclosure, or request. The GHP agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under the Agreement. Without limiting the foregoing, the GHP will not, in whole or in part, use the Proprietary Inter-Plan Materials in either aggregate or de-identified form: (i) for any other purpose other than the Purpose; (ii) to provide services to any other party; or (iii) for its own benefit to develop normative and benchmarking data, internal or external research, analysis and product development, without the prior written consent of Regence.

2. **Resale of Proprietary Inter-Plan Materials.** The GHP will not resell Confidential Information.

3. **De-Aggregation and Identification.** The GHP will not re-identify or de-aggregate de-identified or aggregate Proprietary Inter-Plan Materials.

4. **Comingling.** The GHP will comingle Proprietary Inter-Plan Materials with other non-Blue Cross and/or Blue Shield licensee information or data only for the following purposes or with Regence's prior written approval:

   (a) Account Servicing, defined as supporting account-specific reporting and analytics, benchmarking, development of benefit designs, Regence performance/experience, pre-sales/retention and audits;

(b) Claims Administration, defined as providing operational support related to Claims processing and adjudication, stop-loss, re-insurance and risk-management/risk adjustment;

(c) Member Engagement, defined as (1) supporting members through their enrollment and benefit selection process (2) supporting ongoing access by Members to their own healthcare data, and (3) reporting and analytics related to member engagement.

(d) Care Management as the comingling relates to clinical data only, defined as Activities related to (1) the review and determination of benefits, such as through utilization review and utilization management including, but not limited to, certification, predetermination, concurrent review and retrospective review, depending on the nature and setting of the services provided, and (2) working with members and/or providers in the administration of approaches that assist in the conducting of cost-effective interventions in all phases of care treatment, such as through case management, catastrophic case management, and disease management.

5. **Destruction/Return of Proprietary Inter-Plan Materials.** Upon termination of this Agreement, or at the request of Regence, the GHP will return or securely destroy Proprietary Inter-Plan Materials, excluding PHI constituting the joint property of the GHP and Regence, in the GHP's possession. If the GHP is unable to return or destroy Proprietary Inter-Plan Materials due to legal or licensure requirements, the GHP must maintain the confidentiality of the Proprietary Inter-Plan Materials until the expiration of the applicable legal or licensure requirements and then destroy or return such data.

6. **Change of Ownership/Control.** The GHP must notify Regence no later than thirty (30) days following a change of ownership or control, whether direct or indirect of or by the GHP.

7. **Audit Rights**. During the Term of this Agreement, the period of Run-out, and for a period of six (6) months following the Agreement's termination and completion of any period of Run-out, Regence will have the right to initiate an examination of the Plan Sponsor's or the GHP's records to ensure compliance with the obligations in this Section II of the Inter-Plan Program Addendum. Examined records will relate only to Proprietary Inter-Plan Material. Any such audit will be conducted during regular business hours at the Plan Sponsor's or the GHP's offices, and following sixty (60) days prior written notice. Any examination of individual Participants' health benefit payment records will be carried out in a manner specifically designed to protect the confidentiality of the Participants' medical information in compliance with all federal and state laws governing confidentiality and privacy of health information. All audits will be limited to information relating to the Term in which the audit is conducted and/or the immediately preceding Term and will be concluded within eighteen (18) months of the last day of the Term under audit. Regence will pay all expenses incurred by Regence, the GHP and Plan Sponsor relating to the audit. Plan Sponsor or GHP will not be required to disclose any information in violation of applicable law. Plan Sponsor or GHP does not permit any extrapolation from a sample of claims to make determinations about the universe of claims processed as a whole.

Prior to commencement of any audit, Regence and its outside auditor, if any, will execute a written audit agreement with Plan Sponsor or the GHP which sets forth the terms and conditions of the audit according to Plan Sponsor's or the GHP's most recent external audit policy. Plan Sponsor or the GHP reserves the right to deny access to a third-party contingency fee auditor.

BLUEPATH SHARED SAVINGS ADDENDUM

This BluePath Shared Savings Addendum (the "Addendum") modifies the Administrative Services Contract by and among GHP, Plan Sponsor, and Regence (the "Agreement") for the provision of services to, or on behalf of, GHP that govern applicable BluePath Shared Savings pricing.

1. INTELLIGENCE DRIVEN PAYMENT SOLUTIONS

1.1 Description of Program. A proprietary clinical and claim editing solution integrated with the Regence claims processing systems. An added layer of review of claims submitted by in-network providers to ensure claims processed are in compliance with Regence reimbursement policies and guidelines governing contracted providers. This is a program that uses prospective capabilities that are embedded in Regence's claims adjudication system to identify and review claims submitted by network providers and determine whether the claims submitted are consistent with Regence's provider reimbursement policies, as reflected in its network provider agreements, contractual guidelines, and medical coding standards. Regence will compare submitted claims, adjust claims that include charges that are not authorized or allowed, and will then pay the network provider the lower contracted amount. Typical examples of claims adjustments under this program include multiple charges for the same procedure, billing errors, and insufficient information regarding a service.

Please note that this program does not result in any additional liability for Plan Participants.

1.2 Calculation of Shared Savings. Regence calculates the savings achieved through the Intelligence Driven Payment Solution by adding all the provider disallowed amounts to arrive at the "Total Disallowed Charges" for each Measurement Period (defined as the Term of the Agreement and then subtracting from the Total Disallowed Charges the sum of the Provider Contract Discount and the Member Benefit Responsibility . "Provider Contract Discount" means the estimated difference between the amounts network providers bill and the amount that network providers ultimately receive for services rendered under the benefit plan and "Member Benefit Responsibility" means the estimated members' cost sharing responsibility. Estimates will be based on a group's experience for each measurement period. An example of this calculation with respect to one kind of claims adjustment is as follows:

Calculation Example	
Clinical Edits	
Denied per Coding Rules	$500
Denied Per Coding Rules	$900
Service	
Prior Authorization Not on File	$500
Sub Total	**$1,900**
Pricing	
Network Standard Fee Schedule	$200
Grand Total	**$2,100**
Total Disallowed (Billed Charges)	$1,900
Reduced for estimated Provider Contract Discount	($1,000)
Reduced for estimated Member Benefit Responsibility	($300)
Total Savings	**$600**

Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as set forth in the ASC Fee Schedule Addendum as compensation for its services with respect to the Intelligence Driven Payment Solutions Program. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim by claim basis.

2. PRIORITIZED PAYMENT REVIEWS

2.1 Description of Program. An added layer of review of claims submitted by in-network providers for consistency with Regence's medical policies. Regence's in-house team of registered nurse auditors, coders and pharmacy technicians review medical records and itemized bills submitted by the provider to determine whether claims should be paid as submitted, reduced or denied. For example, claims may be denied or reduced if the clinical professional determines that the service provided was not medically necessary, the care provided was not appropriate for the setting, the service was not pre-authorized as required by the Plan, the itemized bill included non-covered services or supplies, or the claim was billed at a level that was not substantiated by medical records Regence will pay the provider, and will bill the Plan Sponsor, only the approved amount.

Please note that this program does not result in any additional liability for Plan Participants.

2.2 Calculation of Shared Savings. Regence calculates the savings achieved through the Prioritized Payment Review Program by comparing the approved or "after" claim payment amount against the submitted or "before" claim payment amounts for each Measurement Period (defined as the Term of the Agreement. An example of this calculation for savings, in the aggregate, is as follows:

	"Before"	"After"
Billed Amount	$337,000	$337,000
Paid Amount	$173,000	$165,000
Denied Amount	$163,000	$171,000

Total Savings = "Before" Paid Amount – "After" Paid Amount

Total Savings	**$8,000**

Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as set forth in the ASC Fee Schedule Addendum as compensation for its services with respect to the Prioritized Payment Review Program. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim by claim basis.

Commencement Bay
Risk Management

SAN JUAN COUNTY

Group Number: 10040282

STOP-LOSS

INSURANCE

AGREEMENT

Commencement Bay Risk Management Insurance Company
1800 Ninth Avenue
Seattle, WA 98111

Jared L. Short, President
Commencement Bay Risk Management Insurance Company

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STOP-LOSS INSURANCE AGREEMENT

The Parties to this Stop-loss Insurance Agreement ("Stop-loss Agreement") are **SAN JUAN COUNTY** ("Policyholder") as the policyholder and COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY ("CBRM"). Policyholder and CBRM are sometimes referred to individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Policyholder has established **SAN JUAN COUNTY**, a self-funded group health plan ("GHP") for its Participants;

WHEREAS, Policyholder and its plan sponsor ("Plan Sponsor") have retained Claims Administrator to provide claim processing and other administrative services for the GHP during the Term as set forth in an administrative services agreement. If a Cambia Affiliate is the Claims Administrator, the agreement is entitled the "Administrative Services Contract" ("ASC"). If a Cambia Affiliate is not the Claims Administrator, the administrative services agreement by or among the Plan Sponsor, GHP, and Claims Administrator shall be referred to herein as the "Non-Cambia Affiliate Administrative Services Agreement";

WHEREAS, Policyholder and Plan Sponsor assume liability for and funds all benefits under the GHP, except as otherwise provided in this Stop-loss Agreement; and

THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the Parties agree as set forth herein.

SECTION 1 – DEFINITIONS

1.1 Addenda means the Stop-loss Fee Schedule Addendum, which contains the list of fees and other prices for CBRM's stop-loss coverage services and is attached and incorporated into this Stop-loss Agreement.

1.2 Aggregate Margin means the percentage used to determine the Aggregate Stop-loss Factor. It represents the risk level that the Policyholder is accepting, and is expressed as a percentage of the Expected Paid Claims Amount. The Aggregate Margin is shown in the Stop-loss Fee Schedule Addendum.

1.3 Aggregate Stop-loss Attachment Point means the product of the total number of Subscriber Contract Months during the Term multiplied by the Aggregate Stop-loss Factor.

1.4 Aggregate Stop-loss Factor is the product of multiplying Aggregate Margin and Expected Paid Claims Amount and is shown in the Stop-loss Fee Schedule Addendum.

1.5 Aggregate Stop-loss Limit of Liability means the maximum reimbursement amount payable to Policyholder by CBRM for Claims in Excess of Liability under this Stop-loss Agreement during the Term. The Aggregate Stop-loss Limit of Liability is shown in Stop-loss Fee Schedule Addendum. Expenses that are the responsibility of the Participant, including, but not limited to, deductibles and coinsurance, do not count toward this maximum. Covered Services in excess of the Aggregate Stop-loss Limit of Liability are the responsibility of the Policyholder.

1.6 Aggregating Individual Stop-loss Attachment Point refers to an attachment point applied in addition to the Individual Stop-loss Attachment Point. During the Term, eligible Paid Claims in excess of the Individual Stop-loss Attachment Point for each covered Participant will be added together until the cumulative total equals the Aggregating Individual Stop-loss Attachment Point amount. Reimbursement for eligible Paid Claims in excess of a Participant's Individual Stop-loss Attachment Point does not begin until the Aggregating Individual Stop-loss Attachment Point has been satisfied. The Aggregating Individual Stop-loss Attachment Point is shown in the Stop-loss Fee Schedule Addendum.

1.7 Cambia Affiliate refers to a subsidiary or affiliate of Cambia Health Solutions, Inc. ("Cambia"), including, but not limited to, Regence BlueCross BlueShield of Oregon, Regence BlueCross BlueShield of Utah, Regence BlueShield, and Healthcare Management Administrators, Inc.

1.8 Claims Administrator means the entity or entities that administer(s) the benefits covered by the GHP pursuant to the ASC or Non-Cambia Affiliate Administrative Services Agreement, whichever is applicable, or, if the begin date on the "Incurred date range" shown in the Stop-loss Fee Schedule Addendum is a date that is prior to the Effective Date, then the Claims Administrator also includes the entity that administers the benefits of the GHP for claims Incurred prior to the Effective Date and paid during the Term. The Claims Administrator is as named on the Stop-loss Fee Schedule Addendum.

1.9 Claims in Excess of Liability means the amount by which the Net Paid Claims exceed the greater of:

a. the Minimum Aggregate Stop-loss Attachment Point, or

b. the Aggregate Stop-loss Attachment Point.

1.10 Covered Services shall have the meaning given that term in the ASC if a Cambia Affiliate is the Claims Administrator. If the Claims Administrator is not a Cambia Affiliate, Covered Services shall mean the services, supplies, treatments, or accommodations that are included in the Plan Document. For purposes of this Stop-loss Agreement, Covered Services shall not include expenses *outside* the definition of that term in the ASC or the Plan Document or expenses *paid outside* the terms of the ASC or the Plan Document. If the Policyholder, Plan Sponsor or GHP causes a claim to be paid for which benefits are not owed according to the terms of the ASC or the Plan Document, then the payment will not be considered a Paid Claim under this Stop-loss Agreement.

1.11 Covered Unit means the unit(s) identified in the Stop-loss Fee Schedule Addendum.

1.12 Expected Paid Claims Amount means the average monthly claims expenses for Covered Services that Participants are expected to incur each month per Covered Unit, and is determined by CBRM and shown in the Stop-loss Fee Schedule Addendum.

1.13 Illness means a congenital malformation that causes functional impairment; a condition, disease, ailment or bodily disorder, other than an Injury; and pregnancy. Illness does not include any state of mental health or mental disorder which is otherwise defined in the Mental Health or Substance Use Disorder Services in the Plan Document.

1.14 Incurred means the date upon which services or supplies have been provided to a Participant.

1.15 Individual Stop-loss Attachment Point refers to the amount of eligible Paid Claims per Participant per Term that is excluded from coverage as an attaching point under this Stop-loss Agreement, and that is shown in the Stop-loss Fee Schedule Addendum.

1.16 Individual Stop-loss Limit of Liability means the maximum amount that CBRM will reimburse the Policyholder for a Participant's Covered Services under this Stop-loss Agreement during the Term. The Individual Stop-loss Limit of Liability is shown in the Stop-loss Fee Schedule Addendum. Expenses that are the responsibility of the Participant, including, but not limited to, deductibles and coinsurance, do not count toward this maximum. Covered Services in excess of the Individual Stop-loss Limit of Liability are the responsibility of the Policyholder.

1.17 Injury means physical damage to the body inflicted by a foreign object, force, temperature or corrosive chemical or that is the direct result of an accident, independent of Illness or any other cause. An Injury does not

mean Injury to teeth due to chewing and does not include any condition related to pregnancy.

1.18 Lasering means a situation where a higher Individual Stop-loss Attachment Point is assigned to a Participant ("Lasered Attachment Point"). A "Lasered Participant" is a Participant where the Lasered Attachment Point is assigned. Lasered Participants, if any, will be identified in the Stop-loss Fee Schedule Addendum.

1.19 Material Change means a change that may have an economic impact on CBRM's liability under this Stop-loss Agreement. Material Changes include, but are not limited to, the following:

a. changes in the information disclosed by the Policyholder or Participant upon which CBRM's assessment of risk was based;

b. changes in the GHP, including, but not limited to, any increase in the GHP's risk, as determined by sound actuarial principles, due to a change in Plan Benefit levels for any reason, including Policyholder's request for modification, external legal requirement, or change to its agent's commission level;

c. changes in which the enrollment under the plan increases or decreases by 10% or more from the enrollment assumption listed in the Stop-loss Fee Schedule Addendum or 10% or more from the last modification;

d. changes in which a business unit, division, subsidiary, or affiliated company of Policyholder is added to or deleted from coverage under this Stop-loss Agreement;

e. changes in which a legislative or regulatory enactment imposes a mandate, premium tax or surcharge payable to a governmental entity based on CBRM's fees or services;

f. a change in the Claims Administrator or provider network; or

g. a bankruptcy proceeding involving the Policyholder or an Affiliate.

1.20 Minimum Aggregate Stop-loss Attachment Point means the product of the following four amounts:

a. The greater of the Subscriber Contract Months in the first month of the Term or the Subscriber Contract Months used on the Stop-loss Fee Schedule Addendum for the Term, multiplied by

b. the Aggregate Stop-loss Factor, multiplied by

c. the total number of months in the Term, and finally multiplied by

d. the Minimum Aggregate Stop-loss Attachment Point percentage, as shown in the Stop-loss Fee Schedule Addendum.

1.21 Net Paid Claims means eligible Paid Claims minus:

a. the sum of any claims exceeding the Individual Stop-loss Attachment Point for any Participant;

b. any claims applied to the Aggregating Individual Stop-loss Attachment Point;

c. any claims between the Individual Stop-loss Attachment Point and the Lasered Attachment Point on any Lasered Participant;

d. any claims exceeding the Participant Claim Limit;

e. any claims exceeding the Individual Stop-loss Limit of Liability for any Participant;

f. any claims exceeding the Aggregate Stop-loss Limit of Liability; and

g. any claims paid on an exception basis.

1.22 Paid Claim means a request for payment of GHP benefits for Covered Services in response to which payment was issued by the Claims Administrator in the regular course of business during the Term. Further, in order to be included as a Paid Claim, the claim must be Incurred and paid within the dates shown in the Stop-loss Fee Schedule Addendum, and the claim must be submitted to the appropriate Claims Administrator within the time frames set forth in the GHP. Paid Claim includes only those claims which are actually due and owing under the terms of the GHP and for which the Participant is responsible. [Funds must be available no later than the last day of the Stop-loss Agreement.]

1.23 Participant means a Subscriber or eligible dependent of a Subscriber who is entitled to receive benefits for Covered Services under the terms of the GHP at the time the Covered Services are provided.

1.24 Participant Claim Limit means the maximum amount of eligible Paid Claims per Participant as shown on the Stop-loss Fee Schedule Addendum which accumulate towards the settlement when Policyholder has not purchased individual stop-loss from CBRM.

1.25 Plan Administrator means the entity who or which GHP designates as the Plan Administrator and named fiduciary for the GHP. The Plan Administrator is **SAN JUAN COUNTY**.

1.26 Plan Benefit means the amount payable under the terms of the GHP for a Covered Service that is Incurred by a Participant. Plan Benefit does not include any portion of such expense that:

a. a Participant is responsible to pay under the terms of the GHP including, but not limited to, a copayment, coinsurance, deductible or any difference between the amount billed by the nonparticipating provider and the allowed amount;

b. is paid outside the benefits of the GHP; or

c. exceeds any maximum lifetime or internal maximum benefit allowed for Participants under the GHP.

1.27 Plan Document is the written document which establishes eligibility, benefits and other legal requirements of the GHP.

1.28 Regence means Regence BlueCross BlueShield of Utah.

1.29 Run-in Limit is the maximum amount that will be considered for reimbursement by CBRM for claims Incurred prior to the original ASC or Non-Cambia Affiliate Administrative Services Agreement effective date and paid during the Term. The Run-in Limit is the product of the following amounts:

a. the Subscriber Contract Months used on the Stop-loss Fee Schedule Addendum for the Term, multiplied by

b. the Aggregate Stop-loss Factor, multiplied by 12, and then multiplied by

c. the Run-in Limit percentage, as shown in the Stop-loss Fee Schedule Addendum.

1.30 Sponsor is the plan sponsor, and is the person purchasing the Stop-loss plan.

1.31 Subscriber means a person who is eligible for coverage under the GHP on the basis of current or previous service as an employee of the Policyholder. Also, it refers to the covered COBRA dependent(s) of an employee even though the employee is not on COBRA. A Subscriber must be eligible for and enrolled under the underlying GHP and this Stop-

loss Agreement or, if the GHP includes retirees, a retired employee who remains enrolled under the GHP after retirement and who continues to meet the eligibility requirements for retirees under the underlying GHP.

1.32 Subscriber Contract Month is a measure equal to one for each individual month that each Subscriber is actually enrolled in the GHP during the Term. Expressed in its plural form (e.g., "Subscriber Contract Months") the term means the Policyholder's actual aggregate enrollment during the relevant period, measured by adding together the Subscriber Contract Months of each and all of Policyholder's enrolled Subscribers during the relevant period.

1.33 Terminal Run-out Period is the number of months immediately following the Term under which the individual terminal liability coverage or aggregate terminal liability coverage applies as shown in the Stop-loss Fee Schedule Addendum.

1.34 Term means the period described in the Term, Termination and Modification section of this Stop-loss Agreement.

1.35 Third Party Administrator means an organization or entity other than Claims Administrator that performs administrative services for the Policyholder, Plan Sponsor or GHP.

1.36 Vendor means a person, organization, or entity other than Claims Administrator who provides services or goods to the Policyholder, Plan Sponsor or GHP.

1.37 Year-to-date Aggregate Stop-loss Attachment Point is the total of the monthly Aggregate Stop-loss Attachment Points which have accrued to a point in time during the Term.

SECTION 2 – COVERED UNIT COSTS

2.1 Covered Unit Cost Amounts

The individual and aggregate stop-loss Covered Unit costs payable for each Subscriber Contract Month are shown in the Stop-loss Fee Schedule Addendum.

2.2 Covered Unit Cost Payments

Covered Unit cost payments from the Policyholder, including any part that is the responsibility of the Participants, are due to CBRM as set forth in the Stop-loss Fee Schedule Addendum. If Policyholder has failed to pay any Covered Unit cost for a Participant (whether individual stop-loss Covered

Unit cost, aggregate stop-loss Covered Unit cost, or both), but other Participants' Covered Unit costs are paid, this Stop-loss Agreement (including both individual and aggregate stop-loss coverage) will terminate as to only the unpaid Participant.

2.3 Payment After Termination and Reinstatement

Any payment received by CBRM after the termination of this Stop-loss Agreement for any reason shall be deposited for security purposes only and shall not be deemed to have been accepted for reinstatement of this Stop-loss Agreement, as acceptance of Covered Unit cost, or as an accord and satisfaction. This Stop-loss Agreement will be reinstated only by written endorsement of CBRM.

2.4 Non Payment of Covered Unit Costs

If Policyholder fails to pay Covered Unit costs as required by this Stop-loss Agreement (including any applicable grace periods), in addition to the provisions of this section, this Stop-loss Agreement may be terminated upon advance notice to Policyholder.

SECTION 3 – INDIVIDUAL STOP-LOSS COVERAGE

3.1 Reimbursement of Individual Stop-loss Coverage

CBRM will reimburse Policyholder for the amount of eligible Paid Claims that exceed the Individual Stop-loss Attachment Point – excluding any claims applied to the Aggregating Individual Stop-loss Attachment Point and any claims between the Individual Stop-loss Attachment Point and the Lasered Attachment Point on any Lasered Participant, during the Term, up to the Individual Stop-loss Limit of Liability.

If an internal appeal or Independent Review Organization reverses in the current Term or after termination of this Stop-loss Agreement, a prior Term's denial for benefits for Covered Services and if a portion of the claim would have exceeded the Participant's Individual Stop-loss Attachment Point, CBRM will credit the Policyholder for any applicable Individual Stop-loss Attachment Point amounts had the claim been paid in the Term it had been denied. In this case, the Participant's Paid Claim date shall be considered the date that the claim was first pended.

Policyholder will pay claims only in accord with the terms of the GHP. A Paid Claim eligible for more than one Term will be applied in the Term in

which it was Incurred. CBRM will not include as Paid Claims (or reimburse Policyholder for) claims paid outside the terms of the GHP.

3.2 Aggregating Individual Stop-loss Attachment Point

If shown in the Stop-loss Fee Schedule Addendum, the Aggregating Individual Stop-loss Attachment Point amount is in addition to the Individual Stop-loss Attachment Point. During the Term, eligible Paid Claims above each Individual Stop-loss Attachment Point and Lasered Attachment Point will be added together until the cumulative total equals the Aggregating Individual Stop-loss Attachment Point amount as shown in Stop-loss Fee Schedule Addendum. Accumulations towards the full Aggregating Individual Stop-loss Attachment Point amount start over each subsequent Term. CBRM will exclude any claims applied to the Aggregating Individual Stop-loss Attachment Point from the Net Paid Claims to determine the aggregate stop-loss reconciliation process outlined in the Aggregate Stop-loss Reconciliation/Settlement section of this Stop-loss Agreement.

3.3 Individual Stop-loss Attachment Point

The Individual Stop-loss Attachment Point amount applies separately to each Participant and accumulation towards the full Individual Stop-loss Attachment Point amount starts over each subsequent Term. Reimbursement to Policyholder for eligible Paid Claims in excess of a Participant's Individual Stop-loss Attachment Point does not begin until the Aggregating Individual Stop-loss Attachment Point has been satisfied.

3.4 Individual Stop-loss Limit of Liability

Individual Stop-loss Limit of Liability amount applies separately to each Participant and accumulation towards the limit of liability amount starts over each subsequent Term.

3.5 Lasered Participants

The Parties will agree on which Participants, if any, will be lasered during the initial Term. Upon renewal, CBRM will not add any new Lasered Participants unless the Policyholder specifically requests that CBRM provide additional Lasered Participants. In addition, CBRM may continue any currently Lasered Participants but will not increase the laser amount(s) unless specifically requested by the Policyholder. Any Lasered Participants' claims that fall between the Policyholder's Individual Stop-loss Attachment Point and the Lasered Attachment Point will be excluded from the Net Paid Claims to determine the aggregate stop-loss reconciliation/settlement process outlined in the Aggregate Stop-loss

Reconciliation/Settlement section of this Stop-loss Agreement. If applicable, the Lasered Participants will be shown in the Stop-loss Fee Schedule Addendum.

3.6 Gapless Coverage

If shown in the Stop-loss Fee Schedule Addendum and this Stop-loss Agreement is renewed, this Stop-loss Agreement will provide gapless individual stop-loss coverage. Eligible claims Incurred on or after the original ASC or Non-Cambia Affiliate Administrative Services Agreement effective date, but not paid until after the end of the prior Term, will be considered a Paid Claim in the current Term.

3.7 Individual Terminal Liability Coverage

If shown in the Stop-loss Fee Schedule Addendum and if the individual stop-loss coverage terminates at the end of the Term, Paid Claims will apply toward the Individual Stop-loss Attachment Point if they are Incurred during the Term and paid during the Term or the Terminal Run-out Period. The Terminal Run-out Period is shown on the Stop-loss Fee Schedule Addendum.

If the individual stop-loss coverage terminates at the end of the Term, this coverage will automatically be invoked.

SECTION 4 – AGGREGATE STOP-LOSS COVERAGE AND ACCOUNTING (FUNDING OF CLAIMS IN EXCESS OF LIABILITY)

4.1 Reimbursement for Aggregate Stop-loss Coverage

CBRM will reimburse Policyholder for the amount of Claims in Excess of Liability, up to the Aggregate Stop-loss Limit of Liability.

Policyholder or Plan Sponsor will pay claims only in accord with the terms of the GHP. A Paid Claim eligible for more than one Term will be applied in the Term in which it was Incurred. CBRM will not include as Paid Claims (or reimburse Policyholder for) claims paid outside the terms of the GHP.

4.2 Processing of Payments Exceeding Claims in Excess of Liability

Claims in Excess of Liability shall be processed as a claim until they are recovered by CBRM (*i.e.*, become the liability of CBRM). Nothing in this Stop-loss Agreement obligates CBRM to process claims which exceed the Aggregate Stop-loss Limit of Liability.

4.3 Aggregate Terminal Liability Coverage

If shown in the Stop-loss Fee Schedule Addendum and if the aggregate stop-loss coverage terminates at the end of the Term, Paid Claims will apply toward the aggregate stop-loss if they are Incurred during the Term and paid during the Term or the Terminal Run-out Period. The Terminal Run-out Period is shown on the Stop-loss Fee Schedule Addendum.

The Aggregate Stop-loss Attachment Point will be increased by the average number of Subscribers during the last three (3) months of the Term multiplied by the terminal factor(s) shown in the Stop-loss Fee Schedule Addendum.

If the aggregate stop-loss coverage terminates at the end of the Term, this coverage will automatically be invoked.

SECTION 5 – AGGREGATE BENEFIT PAYMENT REPORTS

5.1 If the Policyholder settles annually, CBRM shall prepare and deliver to the Policyholder an annual settlement.

5.2 If the Policyholder has monthly reconciliation, the reconciliation shall be delivered by CBRM to the Policyholder monthly and shall contain year-to-date figures. After the 12th month reconciliation, CBRM shall prepare a final settlement. If the group has monthly reconciliation, this will be indicated on the Stop-loss Fee Schedule Addendum.

5.3 If a Cambia Affiliate is not the Claims Administrator, Plan Sponsor or Policyholder shall provide reports to CBRM as follows:

a. Periodic Report: If the Claims Administrator reports to Plan Sponsor or Policyholder more frequently than annually, Plan Sponsor or Policyholder shall provide to CBRM within fifteen (15) days of receipt, a copy of the periodic report received by Plan Sponsor or Policyholder which shall contain the same information as described in the Aggregate Stop-loss Reporting section of this Stop-loss Agreement.

b. Annual Report: If the Claims Administrator reports to Plan Sponsor or Policyholder annually, Plan Sponsor or Policyholder shall provide to CBRM a copy of any annual or periodic report received by Plan Sponsor or Policyholder within thirty (30) days after the end of the Term. This report shall contain the same information as described in Aggregate Stop-loss Reporting section of this Stop-loss Agreement.

SECTION 6 – AGGREGATE STOP-LOSS RECONCILIATION/SETTLEMENT

6.1 Aggregate Stop-loss Applicability

If the Stop-loss Agreement provides for monthly reconciliation, Claims in Excess of Liability may fluctuate throughout the Term due to factors including the accumulation of Subscriber Contract Months and Paid Claims. CBRM shall fund Claims in Excess of Liability throughout the Term but is entitled to and shall recover any amount funded to the extent cumulative payments exceed Claims in Excess of Liability as the Term progresses.

If the Stop-loss Agreement provides for an annual settlement, Claims in Excess of Liability may fluctuate throughout the Term due to factors including the accumulation of Subscriber Contract Months and Paid Claims. At the end of the Term, CBRM shall fund Claims in Excess of Liability.

6.2 Aggregate Stop-loss Reporting

For groups that have annual settlement, CBRM will deliver to Policyholder, upon request, a monthly report that shows Paid Claims, Paid Claims in Excess of Liability, and Subscriber Contract Months, the Minimum Aggregate Stop-loss Attachment Point and Aggregate Stop-loss Attachment Point.

For groups that have monthly reconciliation, CBRM will deliver to Policyholder a monthly report that shows Paid Claims, Paid Claims in Excess of Liability, and Subscriber Contract Months, the Minimum Aggregate Stop-loss Attachment Point and Aggregate Stop-loss Attachment Point.

6.3 Settlement Report

Within 60 calendar days after the end of the Term, CBRM will prepare and deliver to Policyholder a settlement report that will set forth the Policyholder's Term result. The Term result, which can be positive or negative, is calculated as follows:

a. the amount of Net Paid Claims during the Term, minus

b. the Aggregate Stop-loss Attachment Point or the Minimum Aggregate Stop-loss Attachment Point during the Term, whichever is greater.

6.4 Term Result Amounts

a. If the Term result is a positive amount and provided that Policyholder has paid CBRM in accordance with this Stop-loss Agreement, CBRM will refund the difference to Policyholder in accordance with this Stop-loss Agreement.

b. If the Term result is a negative amount, and provided that Policyholder has paid CBRM in accordance with this Stop-loss Agreement, there will be no further liability of either party for Paid Claims during the Term, except as provided in this Stop-loss Agreement's provisions.

6.5 Settlement Report Process

Policyholder shall have a period of 15 days to review the settlement calculations. If no dispute is noted, the payment period begins. If dispute is noted, then CBRM is not obligated to pay until the dispute is resolved, unless otherwise agreed to in writing by the parties.

After Policyholder indicates that it accepts the settlement report, (or does not otherwise dispute the settlement report within the period provided in the preceding paragraph), Policyholder may request payment of funds due the Policyholder. CBRM shall pay any funds due within thirty (30) days of Policyholder's acceptance or deemed acceptance.

In the event funds are due to CBRM, issuance of the settlement report shall automatically be considered a request for payment to CBRM from the Policyholder. Policyholder shall pay any funds due within thirty (30) days of issuance of the settlement report unless Policyholder has informed CBRM in writing of a dispute with the settlement report. If there is a bona fide dispute noted in writing, Policyholder shall pay CBRM within thirty (30) days of resolution.

SECTION 7 – TERMS/CONDITIONS OF PAYMENT

7.1 Proof of Loss

If a Cambia Affiliate is not designated in this Stop-loss Agreement as the Claims Administrator, or if the begin date on the "Incurred date range" shown in the Stop-loss Fee Schedule Addendum is a date that is prior to the Effective Date, Policyholder must submit written proof of loss to CBRM in order to be entitled to indemnification under this Stop-loss Agreement. In order to prove loss, Policyholder must provide proof satisfactory to CBRM that Plan Benefits were paid or are payable in accordance with the Plan Document, the Participants were eligible, and that such Plan Benefits are in excess of the Individual Stop-loss Attachment Point amount or are

Claims in Excess of Liability. The proof of loss must be submitted to CBRM no later than ninety (90) days, or as soon reasonably possible, from the end of Term in order to be considered for payment under this Stop-loss Agreement. In addition, CBRM shall be entitled, but is not obligated, to audit Participant eligibility and payments made by Plan Sponsor or Policyholder under the GHP.

7.2 Third Party Administrator, Vendor and/or Agent of the Policyholder or Plan Sponsor

a. Relationship

Policyholder and Plan Sponsor are solely responsible for the actions of their Plan Administrator, Third Party Administrator, and/or agent, if applicable. Policyholder and/or Plan Sponsor's Third Party Administrator, or agent acts on behalf of them, not CBRM, and is not the agent of CBRM. CBRM is not responsible for any compensation owed to, or claimed by, any Third Party Administrator or any other agents of the Policyholder and/or Plan Sponsor for services provided to, or on behalf of, the GHP. This Stop-loss Agreement does not make CBRM a party to any agreement between the Policyholder or Plan Sponsor and its Third Party Administrator or agent, nor does it make any Third Party Administrator or agent a party to this Stop-loss Agreement.

b. Performance of Duties

Any Third Party Administrator, Vendor or agent of Policyholder and/or Plan Sponsor, designated or otherwise, must perform such duties as may be reasonably required by CBRM including, but not limited to, maintaining an accurate record of the Participants under the underlying GHP, complying with CBRM's discount negotiation guidelines, and using CBRM's policy and preauthorization standards. Any discount negotiated by a Third Party Administrator, Vendor, or agent of Policyholder and/or Plan Sponsor must fall within CBRM's guidelines, to which CBRM may make an exception.

c. Compensation

Any compensation due to a Third Party Administrator or agent of Policyholder and/or Plan Sponsor for functions performed in relation to this Stop-loss Agreement shall not be the responsibility of CBRM.

7.3 Recovery of Funds from Policyholder, Plan Sponsor, and Other Sources

a. Recovery From Third Parties by CBRM, Participant, Policyholder, or Plan Sponsor

Policyholder has an obligation to notify CBRM in writing of any Paid Claims involving third parties. CBRM is entitled to and shall recover any amount paid by a third party that is recovered by CBRM, the Participant, the Plan Sponsor, or the Policyholder for indemnification provided by CBRM under this Stop-loss Agreement. Any extra expense beyond the subrogation fee Incurred by CBRM in collection or retrieval of the payment from a third party is the responsibility of the Policyholder (e.g., costs and attorney's fees).

b. Application of Funds Received

If any person or entity, including but not limited to the Participant or his/her legal representative or beneficiary, the Policyholder, the Plan Sponsor, any Claims Administrator, or the subcontractor or successor in interest to any of these persons or entities receives a payment as a result of coordination of benefits, workers' compensation, motor vehicle coverage, third party liability, or any other provision or law providing a right of recovery to the GHP, the payment will be applied first to reimburse CBRM for any stop-loss insurance indemnity it has provided pursuant to this Stop-loss Agreement, and the balance, if any, will be credited to Policyholder.

7.4 Limitations and Exclusions

Notwithstanding anything herein to the contrary, the following will not be considered for accumulation toward the indemnification obligations for stop-loss coverage under the Stop-loss Agreement (whether individual or aggregate or both).

a. CBRM is not responsible for any liability the Policyholder, Plan Sponsor, and/or GHP assumes under any contract or agreement outside of the Plan Document.

b. Exclusions in the GHP and Plan Document.

c. Plan Benefits Incurred after this Stop-loss Agreement terminates.

d. Plan Benefits paid on behalf of a person not eligible for participation under the GHP at the time the expense was Incurred.

e. Plan Benefits paid because of a Material Change in the GHP, Plan Document or this Stop-loss Agreement unless CBRM has agreed in advance to such change in writing.

f. Plan Benefits paid for which Policyholder, Plan Sponsor or Participant, or another person or entity on behalf of either, receives payment or could have received payment from another insurer, payer, third party or governmental entity, including but not limited to payments for:

(i) Expenses for services and supplies Incurred as a result of any work-related Injury or Illness, including any claims that are resolved related to a disputed claim settlement. The Claims Administrator may require the Participant to file a claim for workers' compensation benefits before providing any benefits under this coverage. Also, services and supplies received for work-related Injuries or Illnesses are excluded even if the service or supply is not a covered worker's compensation benefit. This exclusion shall also apply if a Participant opts out of workers' compensation. The only exception is if a Participant is exempt from state or federal worker's compensation law;

(ii) Benefits which are payable under any automobile medical, personal injury protection ("PIP"), automobile no-fault, underinsured or uninsured, homeowner, commercial premises coverage, or similar contract or insurance, when such contract or insurance is issued to or makes benefits available to the Participant, whether or not application is duly made therefore.

Any benefits provided by this Stop-loss Agreement contrary to the exclusions are provided solely to assist the Participant, and are subject to all clauses herein related to the Participant's obligations regarding reimbursement and subrogation rights of this Stop-loss Agreement. By paying for such benefits, CBRM is not acting as a volunteer and is not waiving its right to reimbursement or subrogation.

g. Other Exclusions

The following additional benefits are not covered by this Stop-loss Agreement. To the extent these exclusions conflict with benefits conferred by the GHP, this Stop-loss Agreement governs. This Stop-loss Agreement excludes benefits for or in connection with any of the following:

(i) Services and supplies for treatment of an Illness, Injury or condition caused by a Participant's voluntary participation in a riot, armed invasion or aggression, war, insurrection or rebellion or

sustained by a claimant arising directly from an act deemed illegal by an officer or a court of law;

(ii) The treatment of any Participant's condition that the Secretary of Veterans Affairs determines to have been Incurred in, or aggravated during, performance of service in the uniformed services of the United States;

(iii) Services and supplies that are not medically necessary according to Regence medical policy for the treatment of an Illness or Injury;

(iv) Except for Approved Clinical Trials as defined in the Plan Document, investigational treatments or procedures, services, supplies and accommodations provided in connection with investigational treatments or procedures, or any services or supplies provided under an investigational protocol according to Regence medical policy;

(v) Cosmetic services, supplies and drugs according to Regence medical policy. Cosmetic means services or supplies that are applied to normal structures of the body primarily to improve or change appearance. Cosmetic drugs means prescription medications used for cosmetic purposes, including, but not limited to: removal, inhibition or stimulation of hair growth; retardation of aging; or repair of sun-damaged skin;

(vi) Fees for services related to administration of the GHP, audit, provider panel access fees, case management, consulting fees, claims review or negotiation, utilization review, panel fees, or other administrative fees;

(vii) Judgments and interest on judgments; court costs or penalties; fines, penalties imposed by law; punitive or exemplary damages;

(viii) Any liability arising out of ERISA as amended, or out of a similar federal or state law, or for punitive, exemplary or compensatory damages, or fines or penalties imposed by law or regulation;

(ix) Charges for excise, sales or other taxes; surcharges; tariffs; duties; assessments; or other similar charges whether made by federal, state or local government or by another entity, unless as required by law or per the State and Federal Taxes/Fees section of this Stop-loss Agreement;

(x) Medical treatment, medication, surgical treatment (including reversals), programs or supplies that are intended to result in or relate to weight reduction, regardless of diagnosis or psychological conditions;

(xi) Paid Claims for any COBRA enrollee or retiree whose continuation of coverage was not offered in a timely manner or according to COBRA regulations;

(xii) Loss of provider discounts due to untimely payment of claims.

7.5 Audit Rights

CBRM shall have the right to audit, upon reasonable notice and at its own expense, records of Policyholder, Plan Sponsor, or Claims Administrator that contain eligibility and claim determination information, including but not limited to payroll records, proof of loss forms, and Plan Benefit determination records held by Policyholder, Plan Sponsor, or Claims Administrator for the purpose of determining compliance with the terms of this Stop-loss Agreement. Notwithstanding CBRM's right to audit, Policyholder and Plan Sponsor are obligated to accurately determine the eligibility of the Participant, and to determine the claims in accord with the GHP.

7.6 Signing of Stop-loss Agreement, Addenda or Amendments

Before CBRM administers any portion of this Stop-loss Agreement, including reimbursement for claims paid in excess of the Individual Stop-loss Attachment Point amount and/or refunds of any amounts under the Stop-loss Agreement resulting from a settlement of this Stop-loss Agreement, Policyholder must sign this Stop-loss Agreement, addenda or any amendment(s) to it. Any interest or penalty fees Incurred as the result of Policyholder's refusal or delay in signing this Stop-loss Agreement, addenda or any amendment to it will be the responsibility of Plan Sponsor, not CBRM.

SECTION 8 – TERM, TERMINATION AND MODIFICATION

8.1 Term

a. The initial Term of this Stop-loss Agreement will commence at 12:01 a.m. on January 1, 2021 ("Effective Date") and will terminate at 12:01 a.m. on January 1, 2022 unless sooner terminated as provided herein.

b. Automatic Renewal. This Stop-loss Agreement will automatically renew for an additional twelve (12) month Term upon the anniversary of the Effective Date subject to Covered Unit cost modification(s) and amendment(s) as agreed to by the Parties, unless either Party gives 30 days written notice prior to the end of the Term of its intent not to have the Stop-loss Agreement renew. If, by the conclusion of any Term, the Parties have not completed negotiation and execution of a

new Stop-loss Fee Schedule Addendum but termination has not occurred, CBRM shall continue its services herein except that CBRM's newly proposed and unexecuted Stop-loss Fee Schedule Addendum shall be in effect.

8.2 Termination

This Stop-loss Agreement will terminate or may be terminated in any of the following ways:

a. The Stop-loss Agreement will terminate at the end of the Term, unless it has renewed or as otherwise specified;

b. Policyholder may terminate this Stop-loss Agreement, without cause, upon 30 days prior written notice of termination to CBRM;

c. CBRM may terminate the Policyholder's coverage under this Stop-loss Agreement by giving the Policyholder at least 30 days prior written notice. CBRM can only terminate the Stop-loss Agreement for the following reasons:

   (i) The Policyholder fails to comply with a provision of this Stop-loss Agreement;
   (ii) The Policyholder fails to perform the obligations under this Stop-loss Agreement in good faith;
   (iii) The Policyholder has fewer than 51 Subscribers enrolled with CBRM;
   (iv) The Policyholder fails to provide the information required in the application request or disclosure statement; or
   (v) Policyholder experiences a Material Change deemed unacceptable by CBRM;

d. Failure to pay CBRM the Covered Unit costs when due (including any applicable grace periods) will cause this Stop-loss Agreement to terminate automatically and without notice retroactive to the last date for which Covered Unit costs have been paid;

e. This Stop-loss Agreement will terminate automatically on the same date that the ASC terminates where a Cambia Affiliate is the Claims Administrator. If any party to the ASC provides notice to the other party to terminate the ASC, that will be deemed sufficient notice to terminate this Stop-loss Agreement as well, whether or not the Stop-loss Agreement is specifically mentioned in the aforementioned notice of termination. If a Non-Cambia Affiliate Administrative Services Agreement terminates, CBRM reserves the right to terminate this

Stop-loss Agreement if the Parties do not mutually agree to the new Claims Administrator.

8.3 Effect of Early Termination

a. Upon the early termination of this Stop-loss Agreement for any reason, the end date on the Incurred date and the end date on the paid date shown in the Stop-loss Fee Schedule Addendum will be replaced with the effective date of the termination. Furthermore, CBRM will not be required to perform aggregate terminal liability or individual terminal liability when this Stop-loss Agreement terminates early.

b. In the event Policyholder terminates this Stop-loss Agreement or causes this Stop-loss Agreement to be terminated (e.g., including but not limited to termination for nonpayment of Covered Unit costs) prior to the end of the Term, such early termination invalidates aggregate stop-loss coverage obligations of CBRM for the Term, and Policyholder shall not be entitled to any refund of aggregate stop-loss Covered Unit costs it has paid to CBRM. Under those circumstances, CBRM is entitled to a refund from Policyholder of any funds paid during the Term as described in the Aggregate Stop-loss Reconciliation/Settlement section of this Stop-loss Agreement.

8.4 Modification

a. This Stop-loss Agreement may be modified by written agreement signed by authorized representatives of the Parties.

b. Modification due to a Material Change: Notwithstanding the provision in Section 8.4(a), CBRM may modify the Covered Unit costs and/or Expected Paid Claims Amounts, or Minimum Aggregate Attachment Point and Aggregate Stop-loss Factors or terminate the Stop-loss Agreement due to a Material Change. Policyholder agrees to notify CBRM of any Material Changes in writing 15 days prior to the effective date of the Material Change. Submission of monthly enrollment for premium purposes is not considered written notice for purposes of this Section 8.4(b). Further, acceptance by CBRM of the monthly enrollment data shall not constitute CBRM's acceptance of the Material Change. If accepted by CBRM, the modification(s) will take effect as of the first day of the month the Material Change occurs, unless otherwise specified below. If notice is not received by CBRM 15 days prior to the effective date of the Material Change, CBRM reserves the right to establish the effective date of the modification to this Stop-loss Agreement that results from the Material Change, but in no event shall CBRM establish an effective date prior to the effective date of the Material Change.

Where the Material Change is one of the below, the effective date(s) of the modification(s) shall be subject to the terms set forth below by CBRM:

(i) if enrollment under the plan increases or decreases by 10% or more from the enrollment assumption listed in the Stop-loss Fee Schedule Addendum, whether or not the fluctuation occurs during the Term or spans two different Terms, the modification will take effect on the first day of the first month in which the percentage change occurs. In addition, CBRM has the right to modify throughout the Term if enrollment under the plan increases or decreases by 10% from the last modification;

(ii) if a business unit, division, subsidiary, or affiliated company of Policyholder is added to or deleted from coverage under this Stop-loss Agreement, the modification will take effect as of the first day of the month the change occurs. If the change does not occur on the first day of the month, then CBRM and Policyholder shall negotiate the effective date of the modification;

(iii) if there is a change to a legislative or regulatory enactment that imposes a mandate, premium tax or surcharge payable to a governmental entity based on CBRM's fees or services, the modification will take effect on the first day of the month such enactment is first effective.

8.5 Disposition of Claims

CBRM will have no liability for indemnifying Policyholder for health care expenses that are not:

a. Incurred within the Incurred date range shown in the Stop-loss Fee Schedule Addendum; and

b. paid within the paid date range shown in the Stop-loss Fee Schedule Addendum.

SECTION 9 – GENERAL PROVISIONS

9.1 Choice of Law

Unless preempted by federal law, this Stop-loss Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State of Utah.

9.2 Integration

This Stop-loss Agreement, related Fee Schedule Addendum and any amendments, written modifications and/or Addenda replace all prior Stop-loss Agreements, if any, between Policyholder and CBRM and constitute the entire Stop-loss Agreement between the Parties.

9.3 Non-Waiver

The failure or refusal of either Party to enforce or enjoin any breach or violation of any provision of the Stop-loss Agreement shall not be construed to be a waiver of any subsequent breach.

9.4 Time is of the Essence

Time is of the essence in the performance of this Stop-loss Agreement.

9.5 Misrepresentation

CBRM shall have the right to rescind this Stop-loss Agreement or to re-underwrite the coverage, including, but not limited to, resetting Covered Unit costs, Expected Paid Claims Amount, Individual Stop-loss Attachment Point, Lasering, and Aggregating Individual Stop-loss Attachment Point, if Policyholder, or anyone acting on Policyholder's behalf, made any fraudulent or material misstatements, omissions, or misrepresentations, whether intentional or unintentional, in the information or documentation provided to CBRM and upon which CBRM relied in underwriting and issuing this Stop-loss Agreement. CBRM has the burden of proving fraud. A misstatement, omission, or misrepresentation is fraudulent if it is made with intent to knowingly defraud. This includes, but is not limited to, CBRM's right to rescind or re-underwrite this Stop-loss Agreement if, after the Stop-loss Agreement has been issued, CBRM discovers unreported expenses or claims that were Incurred or paid during the underwriting and prior to the issuance of this Stop-loss Agreement. Any such revisions may be retroactive to the Effective Date. CBRM acknowledges that statements made by Policyholder, in the absence of fraud, are representations and not warranties. A misstatement made by Policyholder in Policyholder's application for coverage relating to insurability, except for a fraudulent misstatement, is a basis for rescission for two years after the coverage has been in effect.

9.6 Dispute Resolution

If a dispute should arise out of this Stop-loss Agreement or a breach thereof, the Parties will attempt in good faith to resolve the dispute informally through discussion, the exchange of documents, or meetings

following a Party's written notice of the existence and nature of the dispute.

If the Parties are unable to resolve the dispute within thirty (30) days after the date of such written notice, they will, while continuing to attempt to resolve the dispute, also establish a procedure for mediation of the dispute in the event it is not resolved.

If the Parties are unable to resolve the dispute, or to agree to a procedure for mediation of the dispute, upon mutual agreement of the Parties, the dispute will be submitted to mediation within sixty (60) days after the date of the written notice of the dispute, initiated by written notice from a Party, in accordance with the model procedures of the International Institute for Conflict Prevention & Resolution. Notwithstanding the foregoing, the mediation will be held in the Utah county where the Policyholder resides or another location as mutually agreed to by the Parties.

9.7 Clerical Error

A clerical error, whether by the Policyholder or CBRM, will not invalidate coverage validly in force or affect coverage validly terminated. CBRM will make appropriate adjustments in the premiums due for claims eligible for reimbursement under this Stop-loss Agreement. Refunds and credits are limited to the twelve (12) month period prior to the request for adjustment.

9.8 State and Federal Taxes/Fees

Policyholder is responsible for all local, state and federal taxes and/or fees except those that are imposed upon a carrier, including taxes or fees which may be mandated or assessed on benefit payments made by Claims Administrator on behalf of the GHP.

9.9 Confidentiality

The Parties acknowledge in the course of performance of this Stop-loss Agreement that confidential information may be exchanged. "Confidential Information" shall be defined as non-public information provided by a disclosing party to a receiving party. Each Party shall protect the other Party's Confidential Information in the same manner it protects its own Confidential Information but, at a minimum, in accordance with industry standards.

9.10 Notice

Except for endorsements, amendments or addenda to this Stop-loss Agreement (which would be effective on the endorsement, amendment or addenda effective date), all notices, requests, demands, and other

communications required or permitted to be given or made under the Stop-loss Agreement shall be in writing and shall be effective on the date of actual hard copy receipt (including by confirmed email, mail, or facsimile receipt), and shall be sent to Policyholder or CBRM, as the case may be, to such address, person, or entity as set forth below, or as either Party shall designate by notice to the other in accordance herewith.

9.11 Severability

In the event any one or more of the terms, conditions or provisions contained in this Stop-loss Agreement or any application thereof shall be declared invalid, illegal or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Stop-loss Agreement and any other application thereof shall not in any way be affected or impaired thereby, and this Stop-loss Agreement shall be construed as if such invalid, illegal or unenforceable provisions were not contained herein.

9.12 Binding Effect

This Stop-loss Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

9.13 No Third Party Beneficiaries

Nothing in this Stop-loss Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Stop-loss Agreement shall create, or be deemed to create, any rights, obligations or legal relationship between CBRM and any Participant.

9.14 Force Majeure

Neither Party will be deemed to be in violation of this Stop-loss Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency.

9.15 Survival

All rights and obligations will cease upon termination or expiration of this Stop-loss Agreement, except for the rights and obligations regarding the authority and ability to audit and any and all terms concerning: (i) settlement, (ii) reconciliation, (iii) recovery by CBRM, (iv) disposition of

claims, (v) application of funds received by third parties, Policyholder, Plan Sponsor, and any other sources of recovery of funds, (vi) confidentiality, (vii) notice, and (viii) dispute resolution.

9.16 Counterparts

This Stop-loss Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Stop-loss Agreement to be executed by their duly authorized representatives on the dates indicated.

ACCEPTED:

POLICYHOLDER:
SAN JUAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

_____

_____

_____

_____

Email: _____

COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY

By: Jared L. Short

Name: Jared L. Short

Title: President

Date: November 19, 2020

Address for Notice:

Commencement Bay Risk Management Insurance Company
Attention: Legal Department,
Bill Lehman
100 SW Market Street, MS E12B
Portland, OR 97201

Email: Bill.Lehman@cambiahealth.com

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Ratification of a Small Purchase for $4,747.50 for Surveyor Equipment

RECOMMENDATION: Approve the consent item

SUMMARY

Surveying equipment and software includes the TSC5 Controller, Quick Release Pole and Mount Bracket for Surveyors Office.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

$4,747.50 of Surveyor's operational budget

Monsen Engineering LLC

SALES Q

Quote No.: M-QU001511

Quote Date: 3/29/2021

Page: 1

Phone: 801-531-6505 Fax: 801-531-6569

Sell-to: San Juan County Surveyor
JAMES FRANCOM -AP EXT4112
P.O. Box 416
Monticello, UT 84535
USA

THIS IS NOT AN INVOICE

Ship-to: San Juan County Surveyor
JAMES FRANCOM -AP EXT4112
P.O. Box 416
Monticello, UT 84535
USA

		Customer ID	CM00357
Ship Via		SalesPerson	Ryan Atkinson
Terms	Net 30 days	Quote Valid Until:	4/28/2021

Item No.	Description	Quantity	Unit	Unit Price	Total Price
TSC5-1-1100-00	Trimble TSC5 controller - WWAN, Worldwide region	1	Each	3,510.00	3,510.00
EWLS-TA-LOYAL-STOCK	ACCESS RNST RENEW TSC3 WARRANTY, RELINQUISH ACCESS LICENSE AND INSTALL ON TSC5	1	Each	1,012.50	1,012.50
121951-01-GEO	TSC5/TSC7 Quick Release Pole Mount With adjustable Arm	1	Each	166.50	166.50
121952-01-GEO	TSC5 pole mount Bracket	1	Each	58.50	58.50
	PRICES REFLECT STATE CONTRACT MA026				

Customer Signature	

WORK NOTES: JACOB REGALADO 435-587-3234

Taxable Amount:	0.00	**Subtotal:**	**4,747.50**
Non-taxable Amount:	4,747.50		
Tax Area Code:	UT18-167	Total Sales Tax:	0.00
***May be subject to freight charges.**		***Total:**	**4,747.50**

Customer understands machine telematics systems and mobile apps transmit data, and provides consent as described at wheelercat.com/dataconsent/.

A monthly finance charge of 2% is assessed on all past due invoices on the last day of each month. In the event this invoice remains unpaid, the customer is responsibile for all attorney/collection fees and costs. For any questions please contact account-coordinators@campbellcompanies.com or 833-210-2700.

NOTICE: ANY ITEMS ON THIS QUOTE THAT ARE LATER RETURNED MUST BE ACCOMPANIED BY A COPY OF THE INVOICE OR THE INVOICE

INVOICES MUST BE DISPUTED WITHIN 10 DAYS OF RECEIPT.

COMMISSION STAFF REPORT

MEETING DATE: March 16, 2021

ITEM TITLE, PRESENTER: Continued COVID-19 Response grant for Public Libraries, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

This is a State grant that will award up to $5000 for the Library System to use for PPE equipment, Digital Inclusion projects, Online Programming Creation, Youth Services, and Virtual Summer Reading Programs. Funds must be spent by June 30, 2021.

HISTORY/PAST ACTION

Similar CARES Act grants have been approved previously.

FISCAL IMPACT

N/A

STATE OF UTAH

CONTRACT #

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

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

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

DUNS # (required): 070018296
Contact Person: Nicole Perkins
Phone Number: (435) 678-2335
Email: nperkins@sanjuancounty.org
Vendor ID #06866HK Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Fund application for the CARES Act grant: Continued COVID-19 Response for Public Libraries. Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.

3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Grant Application.

4. CONTRACT PERIOD: Effective Date: 03/16/2021 Termination Date: 09/01/2021, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of $ 5000 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
Attachment A - Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Attachment C and D – N/A

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

- Grant Application with attached: Assurances – Non-Construction Programs and Certification Regarding Debarment and Suspension, etc.
- Final Report

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 GRANTEE'S response to Bid # N/A, dated N/A.

8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

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

GRANTEE	STATE
_____	_____
Director, Manager or Authorized Signatory	Director, State Library Division
_____	N/A Grant _____
Financial Officer	Director, Division of Purchasing
_____	_____
Date	Director, Division of Finance

Agency Contact for questions during the contract process.

Rachel Cook	801-715-6722	801-715-6767	rcook@utah.gov
Agency Contact	Phone Number	Fax Number	Email

Contract between USL and <u>San Juan County Library</u> Contract #

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a. "**Contract**" means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
   b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
   c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
   d. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA)or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
   e. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
   f. "**Grant Money**" means money derived from state fees or tax revenues that is owned, held, or administered by the State.
   g. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
   a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
   b. a final written itemized report when all the Grant Money is spent.
   c. **NOTE: If the Grantee is a non-profit corporation**, Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.

6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

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

12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.

13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
   a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.

14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.

16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

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

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

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.

21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision

attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

Contract between USL and San Juan County Library Contract

ATTACHMENT B

SCOPE OF WORK AND SPECIAL PROVISIONS

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 03/16/2021.** Any exceptions must be arranged in writing via email to Faye Fischer, Grants Contract Analyst for USL at ffischer@utah.gov.

2. The effective dates of Contract shall be from 03/16/2021 through 09/01/2021, unless terminated sooner in accordance with the terms and conditions herein.

3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed $5000.

4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.

5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

   USL Contact: Rachel Cook, rcook@utah.gov, 801-715-6722

   GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335

6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310. This CFDA also applies to CARES Act funds.

SCOPE OF WORK:

1. Coronavirus Aid, Relief, and Economic Security (CARES) Act funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds and reporting standards. CARES Act funds must follow the same guidelines as the Library Services and Technology Act (LSTA) funds.
2. The Project Director must create a separate cost center for sub-award (CARES) funds. CARES funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of CARES, matching, and in-kind funds or services.
4. The Project Director or Financial Officer must set up procedures for documenting any salaries/benefits costs associated with the grant project. Time sheets and payroll documentation are required for salary and benefit costs. Name must be legible, but personal information (SSN or home address, for example) may be concealed on copies sent to the USL Contact.
5. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
6. If applicable, the GRANTEE must retain electronic documentation for any salary/benefit costs applicable to the grant during the grant period and have them available for submission upon request.
7. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
8. The links for the Grant Administrative Guidelines, allowable costs, and other guidance can be found at https://library.utah.gov/lsta-grant-round/.

Contract between USL and San Juan County Library Contract

9. The Project Director must retain all documentation (either in paper or PDF format) related to the grant project for three (3) years after the completion of the grant.
10. The Project Director must acknowledge IMLS and USL as part of the grant project. Additional information is in the Grant Administrative Guidelines.
11. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
12. Funds may be requested for reimbursement by submitting a Request for Reimbursement of Expenditures form found at https://utahdcc.secure.force.com/usl/ with the associated documentation as needed throughout the Grant period.
13. **All expenditures for the grant project must be expended, reimbursed and/or submitted for reimbursement by 06/30/2021.** Grant activities may continue and be reported on, but no funds may be spent.
14. **All reimbursement requests must be submitted by 07/10/2021.**
15. *Any funds not expended by 06/30/2021, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 07/15/2021.*
16. Final Report (including final budget information) is due to USL on or before 09/15/2021.

SPECIAL CONDITIONS:

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement would read: “This program was funded in part with a grant from the Institute of Museum and Library Services which administers the Library Services and Technology Act.” IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at http://www.imls.gov/recipients/grantee.aspx." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
2. GRANTEE will ensure that The Utah State Library Division, Department of Heritage and Arts, is also acknowledged in all related publications and activities supported with CARES Act grant funds. An example acknowledgement may read: “This program was funded in part through a grant from Utah State Library Division, Department of Heritage and Arts.” A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Heritage and Arts, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act.”
3. GRANTEE is required to write a print or electronic letter to their State and federal legislators regarding the value of the grant funding award to their library and community, and must submit copies with the final evaluation report form. Failure to submit evaluation reports and legislative letters will jeopardize future grant awards.

SPECIAL PROVISIONS:

1. USL will reimburse GRANTEE their portion of the CARES Act funds for this project up to the total of the Grant amount of $5000, upon receipt of a Request for Reimbursement of Expenditures online form with the associated documentation throughout the Grant period as needed.

OTHER INFORMATION:

Grant Administrative Guidelines can be found at https://docs.google.com/document/d/1imoSyIYtLDSBctiqmwCk514NEXixPNtjRPnFtkCCo7k/edit?usp=sharing.

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the contract between the Utah Department of Health and San Juan Public Health for San Juan County - TB Prevention and Control Amendment 2, Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a Motion Approving the Agreement
Make a Motion Denying the Agreement

SUMMARY

The funding amount for this contract is being increased by $2,296.00. The new total funding amount is $4,592.00 of federal funds. This is a cost reimbursement contract, up to the maximum amount, for expenditures directly related to the Tuberculosis Prevention and Control Program made by San Juan Public Health.

HISTORY/PAST ACTION

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FISCAL IMPACT

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UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2025308
Department Log Number

202700576
State Contract Number

1. CONTRACT NAME: The name of this contract is San Juan County - TB Prevention and Control Amendment 2.

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 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 contract amount is being changed. The original funding amount was $2,296.00. The funding amount will be increased by $2,296.00 in federal funds. New total funding is $4,592.00.
   2. Attachment "A", effective January 1, 2021, is replacing Attachment "A" which was effective April 2020. The document title is changed, Article "II" Funding, Section A., is changed and Subsection 3 is added, Article "IV" Invoicing, Section B., is changed and Article "V" Standards, Protocols, Policies/Procedures, Guidelines" Section C., is changed.

   DUNS: 079815014 Indirect Cost Rate: 0%

   Add

Federal Program Name:	Utah TB Prevention and Control Project	Award Number:	NU52PS910197
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU52PS910197
CFDA Title:	PROJECT GRANTS AND COOPERATIVE AGREEMENTS FOR TUBERCULOSIS CONTROL PROGRAMS	Federal Award Date:	12/14/2020
CFDA Number:	93.116	Funding Amount:	$2296.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/01/2021

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 and San Juan County**, Log #** 2025308

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

By: _____ _____
Kenneth Maryboy Date
County Commission Chair

STATE

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

Attachment A: Special Provisions

San Juan County - TB Prevention and Control Amendment 2

Effective Date: January 1, 2021

I. DEFINITIONS:
- A. "AFB" means Acid-Fast Bacilli.
- B. "ATBD" means Active Tuberculosis Disease.
- C. "Contact elicitation" means obtaining contact demographics and determining type and date of last exposure.
- D. "Directly Observed Therapy" means the physical observation by a local health department staff member or other qualified supervisor approved designees, of a patient swallowing medications for the control of tuberculosis.
- E. "LTBI" means latent TB infection.
- F. "TB" means tuberculosis.
- G. "UT-NEDSS" means the Utah National Electronic Disease Surveillance System.

II. PURPOSE:

The purpose of this Contract is to support the SUBRECIPIENT's ability to conduct activities related to TB prevention and control. Activities reflect national standards. It is the SUBRECIPIENT's responsibility to identify high priority needs and activities and determine how the local and state resources should be spent to best meet the needs of their jurisdiction. This funding does not represent the totality of effort and is not intended to be the sole source of funding for these activities.

III. FUNDING:
- A. New total funding is $4,592.00.
  1. $574.00 for the period January 1, 2020 to March 31, 2020.
  2. $1,722.00 for the period April 1, 2020 to December 31, 2020.
  3. $2,296.00 for the period January 1, 2021 to December 31, 2021 with the following allowable amount for each incremental period based on unused available funds.
     - a) $574.00 for the period January 1, 2021 to March 31, 2021.
     - b) $574.00 for the period April 1, 2021 to June 30, 2021.
     - c) $574.00 for the period July 1, 2021 to September 30, 2021.
     - d) $574.00 for the period October 1, 2021 to December 31, 2021.
- 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 relating to the program
- C. Funds cannot be used for the purchase of any medications.
- D. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- E. Pass-through Agency: Utah Department of Health.
- F. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

IV. INVOICING:
- A. The June invoice shall be submitted no later than July 15.
- B. Approved TB medications, pharmacy copays or pharmacy dispensing fees purchased with other funds, not awarded through this Contract, shall be reimbursed by the DEPARTMENT as funding allows.
  1. For TB Medications, the SUBRECIPIENT shall submit invoice each month and include:
     - a) The signature of authorizing official or business official, the medication

name, quantity and units and 340B price.

b) A copy of the receipt from the manufacturer.

c) Invoices for medications purchased January 1, 2021 to June 30, 2021, shall be submitted to the DEPARTMENT no later than July 10, 2021.

i. Invoices for purchases before June 30, 2021 received after this date shall not be paid.

d) Invoices for medications purchased July 1, 2021 to December 31, 2021, shall be submitted to the DEPARTMENT no later than January 10, 2022.

ii. Invoices for purchases received after this date shall not be paid.

C. For Pharmacy copays or dispensing fees, the SUBRECIPEINT shall submit invoices each month and include:

1. The signature of authorizing official or business official, the patient name and date of birth, pharmacy name and copay amount.
2. A copy of the receipt from the pharmacy.
3. Invoices for pharmacy copays January 1, 2021 to June 30, 2021 must be submitted to the DEPARTMENT no later than July 10, 2021.
   a) Invoices for pharmacy copays before June 30, 2021, received after this date shall not be paid.
4. Invoices for pharmacy copays July 1, 2021 to December 31, 2021 shall be submitted to the DEPARTMENT no later than January 10, 2022.
   a) Invoices for pharmacy copays received after this date shall not be paid.

V. STANDARDS, PROTOCOLS, POLICES/PROCEDURES, GUIDELINES:

The SUBRECIPIENT shall:

A. Comply with all State and Federal laws including:

1. Utah Administrative Code 388-804, “Special Measures for the Control of Tuberculosis” (https://rules.utah.gov/publicat/code/r388/r388-804.htm).
2. Utah Administrative Code 386-702, “Communicable Disease Rule” (https://rules.utah.gov/publicat/code/r386/r386-702.htm).

B. The SUBRECIPIENT shall conduct TB prevention and control activities as detailed in Section VI in accordance with the Centers for Disease Control and Prevention and American Thoracic Society recommendations and the Utah Department of Health’s Tuberculosis Control Program.

1. (https://www.cdc.gov/tb/publications/guidelines/treatment.htm).
2. (https://www.cdc.gov/tb/publications/guidelines/testing.htm).
3. (http://health.utah.gov/epi/diseases/TB/).

C. The SUBRECIPIENT shall use the National TB Program Objectives and Performance Targets for 2025 to plan, implement and monitor TB prevention and control activities (https://www.cdc.gov/tb/programs/evaluation/indicators/default.htm).

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

A. Case Management and Treatment

The SUBRECIPIENT shall increase the proportion of:

1. Patients whose diagnosis is likely to be ATBD who are started on the recommended initial 4-drug regimen.
2. TB patients with positive AFB sputum-smear results who initiate treatment within seven days of specimen collection.
3. TB patients ages 12 years or older with a pleural or respiratory site of disease who have a sputum culture reported.
4. TB patients with positive sputum culture results who have documented conversion to negative results within 60 days of treatment initiation.
5. Patients with newly diagnosed ATBD for whom 12 months or less of treatment is indicated who complete treatment within 12 months.
6. TB patients who have a HIV test result reported.

7. TB patients that complete treatment via Directly Observed Therapy.

B. Contact Investigations

The SUBRECIPIENT shall increase the proportion of:

1. TB patients with positive AFB sputum-smear results who have contacts elicited.
2. Contacts to sputum AFB smear-positive TB cases who are examined for infection and disease.
3. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who start treatment.
4. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who complete treatment.

C. Examination of Immigrants and Refugees

The SUBRECIPIENT shall:

1. Increase the proportion of immigrants and refugees with abnormal chest radiographs read overseas as consistent with TB who:
   a) Initiate a medical examination within 30 days of notification.
   b) Complete a medical examination within 90 days of notification.
   c) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended start treatment.
   d) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended complete treatment.

D. Prevention and Control Activities

The SUB-RECIPIENT shall:

1. Promote the use of 3HP.
2. Prioritize response to identify and treatment individuals with LTBI as local priorities and resources dictate.
3. Initiate isolation orders for non-adherent patients.
4. Provide incentives/enablers to patients to support treatment adherence and completion.
5. Participate in bi-annual Cohort Review
   a) The SUB-RECIPIENT shall ensure that nurses whose cases are scheduled for review will present in person. Extenuating circumstances, e.g. travel of more than 60 miles required to attend, may allow for attendance by phone.

E. TB Medication

The SUB-RECIPIENT shall:

1. Provide TB medication therapy for all patients consenting to treatment of tuberculosis by:
   a) Retaining the services of a licensed pharmacy to dispense anti-tuberculosis medications as ordered by a licensed physician or designee.
   b) Maintaining a 340B Program
      i. Complete annual 340B recertification
      ii. Maintain an active Authorizing Official
      iii. Ensure compliance to 340B policies

VII. REPORTING REQUIREMENTS:

The SUBRECIPIENT shall:

A. Report TB-related activities including patient demographics, treatment, TB testing and TB case data by either entering this data into UT-NEDSS or submitting the Monthly TB Activity Report (http://health.utah.gov/epi/diseases/TB/forms/) by the 10th of each month.

B. Submit completed Contact Investigation Record on each TB case by either entering this data into UT-NEDSS or submitting the form

(http://health.utah.gov/epi/diseases/TB/forms/atbd/contact_investigation_form.pdf).

VIII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT may:

A. Provide program information/updates pertaining to the services provided by the SUBRECIPIENT which may include program statistics, information/publications on current issues, best practices, etc.

B. Provide training for TB screening and certification, contact investigation, and targeted case management for Medicaid-eligible clients as requested.

C. Provide technical assistance and medical consultation to the SUB-RECIPIENT for TB by phone, e-mail, on-site visits and written communications as needed.

D. Provide client report forms, literature, and special event packets/materials at no cost to the SUBRECIPIENT.

E. Provide laboratory services to support the TB programs at no cost to the SUBRECIPIENT: AFB smears; determining the presence of *M. tuberculosis* complex; and, first-line drug susceptibility testing. All other laboratory testing shall require prior authorization by the TB Control Program Manager and shall be evaluated on a case-by-case basis.

F. Reimburse the SUBRECIPIENT for approved tuberculosis medications as listed in Attachment C and approved pharmacy co-pays.

G. Provide assistance with non-adherent TB patients which is not limited to, but may include, facilitating an admission to the University of Utah Medical Center Secure TB Unit.

IX. DEPARTMENT CONTACT:

A. The day to day program contact is Hayder Allkhenfr, hallkhenfr@utah.gov, (385) 259-5204.

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the contract between the Utah Department of Health and San Juan Public Health for COVID-19 San Juan County – Vaccine Supplemental Support Funding Amendment 1, Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a Motion Approving the Agreement
Make a Motion Denying the Agreement

SUMMARY

The funding amount for this contract is being increased by $85,478.00. The new total funding amount is $144, 278.00 of federal funds. This is a cost reimbursement contract, up to the maximum amount, for expenditures directly related to the COVID-19 vaccination efforts made by San Juan Public Health.

HISTORY/PAST ACTION

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FISCAL IMPACT

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UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2102808
Department Log Number

212701519
State Contract Number

1. CONTRACT NAME: The name of this contract is COVID-19 San Juan County - Vaccine Supplemental Support Funding 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 purpose of this amendment is to increase the contract amount, change the letter designation on the Special Provisions from Attachment "B" to Attachment "A", replace Attachment "A" and add Attachment "B" in exchange for continued services.

4. CHANGES TO CONTRACT:

   1. The contract amount is being changed. The original funding amount was $58,800.00. The funding amount will be increased by $85,478.00 in federal funds. New total funding is $144,278.00.
   2. The original contract identified the Special Provisions as Attachment "B". This amendment changes the letter designation to Attachment "A". Attachment "A" is effective February 15, 2021 and replaces Attachment "B" which was effective July 1, 2020. The document title is changed, Article "III" Funding, Section A., is changed and Subsection 2., is added and Article "V" Responsibilities of Subrecipient, Section G., is added.
   3. Add Attachment "B" Utah National Guard Public Health Response for COVID-19, Effective February 15, 2021.

DUNS: 079815014 Indirect Cost Rate: 0%

Add

Federal Program Name:	Immunization and Vaccines for Children	Award Number:	6 NH23IP922580-02-07
Name of Federal Awarding Agency:	U.S. Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
CFDA Title:	IMMUNIZATION AND VACCINES FOR CHILDREN	Federal Award Date:	1/15/2021

CFDA Number:	93.268	Funding Amount:	$85478

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 02/15/2021

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 and San Juan County**, Log #** 2102808

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

By: _____ _____
Kenneth Maryboy Date
County Commission Chair

STATE

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

Attachment A: Special Provisions
COVID-19 San Juan - Vaccine Supplemental Support Funding Amendment 1
Effective Date: February 15, 2021

I. DEFINITIONS:
- A. "Subrecipient" means Contractor.

II. PROGRAM CONTACT:
- A. The day to day operations and dispute contact is Phil Gresham, pgresham@utah.gov, (801) 230-0158.

III. FUNDING:
- A. New total funding is $144,278.00.
  1. $58,800.00 for the period July 1, 2020 to June 30, 2024.
  2. $85,478.00 for the period July 1, 2020 to June 30, 2024.
- 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 performance of this contract.
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
- D. Pass-through Agency: Utah Department of Health.
- E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages.

IV. INVOICING:
- A. In addition to the General Provisions of the contract the SUBRECIPIENT shall include one column for each of the following categories in the Monthly Expenditure Report also known as MER.
  1. Non-vulnerable population expenses.
  2. Vulnerable population expenses.
  3. Program income.
  4. Expenses funded by program income.
- B. In addition to the General Provisions of the contract the SUBRECIPIENT shall submit the June invoice no later than July 15.

V. RESPONSIBILITIES OF SUBRECIPIENT:
The SUBRECIPIENT shall:
- A. Provide services to vulnerable populations, including high-risk, underserved population, racial and ethnic minority populations and rural communities.
  1. Expend no less than 15% of total funding on services to vulnerable populations.
- B. Increase COVID-19 vaccination capacity across the SUBRECIPIENT's jurisdiction, including high-risk and underserved populations, including:
  1. Increase the number of vaccine provider sites including pharmacies.
  2. Enroll and train vaccine providers.
  3. Enlist an educate adult providers to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
  4. Expand capacity to provide vaccinations, such as after hours, overnight and on weekends, to increase throughput.
  5. Support public health workforce recruitment and training including, rural communities, communities of color and communities of high social vulnerability.

6. Provide vaccinations in non-traditional settings including, vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary or off-site clinics in under served populations.

C. Ensure high-quality and safe administration of COVID-19 vaccinations.

D. Monitor COVID-19 vaccination administration sites, including:
   1. Provide supplies including personal protective equipment and training.
   2. Vaccine storage and temperature tracking.
   3. Vaccine-specific consideration for temporary mass vaccination clinics.
   4. Ensure vaccine administration sites have a documented plan to address adverse events including anaphylaxis.
   5. Report vaccine adverse events to the Vaccine Adverse Events Reporting System also known as VAERS.

E. Increase vaccine confidence through education, outreach and partnerships by promoting COVID-19 and other vaccinations in racial and ethnic minority groups and to increase accessibility for people with disabilities.

F. Use immunization information systems to support efficient COVID-19 vaccination, by monitoring and managing the COVID-1o vaccine supply in the SUBRECIPIENT's jurisdiction and ensuring that the vaccine is broadly available, including in places where it is needed most.

G. Utilize the Utah National Guard if needed to support activities as provided in Attachment "B".

VI. REPORTS:

The SUBRECIPIENT shall.

A. Submit a quarterly report summarizing key data and accomplishments.

VII. DISPUTE RESOLUTION:

A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.

B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).

C. If a resolution cannot be reached, DEPARTMENT may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.

D. The provisions in Section B. and C. are not mandatory.

E. If a dispute is not resolved within 30 days of DEPARTMENT decision, DEPARTMENT's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).

F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing DEPARTMENT actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1 or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).

G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.

Attachment B: Utah National Guard Public Health Response for COVID-19

COVID-19 San Juan County - Vaccine Supplemental Support Funding Amendment 1

Effective Date: February 15, 2021

FOR ASSISTANCE FROM THE UTAH NATIONAL GUARD WITH THE

PUBLIC HEALTH RESPONSE TO THE CORONAVIRUS (COVID-19) DISEASE

I. Federal Authorities.

10 U.S.C. § 1094. Licensure requirement for health-care professionals

28 U.S.C. § 1346. United States as defendant

28 U.S.C. § 2671-2680. Tort claims procedure

31 U.S.C. § 1535. Agency agreements (commonly referred to as the 'Economy Act')

42 U.S.C. § 243. General Grant of Authority for Cooperation

42 U.S.C. § 1320d-9. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Department of Health & Human Services Request for Assistance to Assistant Secretary of Defense (HHS-UTNG-009), dated 19 December 2020

II. Background.

1. The Utah Local Health Department, a non-DoD Federal institution (hereafter NDFI) agrees to the following Service Terms and Conditions as a condition to receiving support and assistance from the Utah National Guard (hereinafter UTNG) for public health response to the Coronavirus disease (hereinafter COVID-19). The NDFI is a HIPAA covered entity and is seeking support from UTNG through assistance performed at NDFIs for public health response to COVID-19.

2. UTNG operates the Military Health System and is assisting in the public health response to COVID-19. NDFI is engaged in providing health care services and may provide a request to the State of Utah Unified Command (State) for COVID-19 care including assistance with testing, vaccination, or monoclonal antibodies treatment. Under these Service Terms and Conditions, UTNG personnel may be used to provide medical services to COVID-19 patients in a NDFI to address public health needs relating to COVID-19 to stop the spread and harmful effects of COVID-19.

3. UTNG's involvement in this undertaking is pursuant to Department of Health & Human Services Request for Assistance to Assistant Secretary of Defense (HHS-UTNG-009), dated 19 December 2020 and the corresponding Interagency Agreement executed between the Department of Health & Human Services and the Utah National Guard.

III. Understanding. NDFI agrees to the following:

1. While performing clinical care at a NDFI for a State requested and approved mission, UTNG personnel will be under the clinical control and supervision of the NDFI. UTNG personnel will also be subject to, and required to abide by, all NDFI rules and applicable regulations, except as specifically provided in these Service Terms and Conditions. The parties agree that:

   a. Under 10 U.S.C. § 1094(d), and when ordered by the Secretary of Defense, a UTNG health care professional who has a current license in any state is authorized to carry out authorized UTNG MOS/AFSC (Military Occupational Specialty/Air Force Specialty Codes) duties in any location, without the need for another license in the particular state where such duties will be performed. UTNG warrants that UTNG healthcare providers carrying out activities under this MOA are currently licensed and professionally competent to carry out authorized duties. UTNG medical specialists have completed and passed DoD training requirements required for their duties as military medics (68W/4N0);

   b. UTNG warrants that all UTNG personnel carrying out activities under these Service Terms and Conditions have had their professional credentials validated by UTNG and will, upon request, provide specific information to the NDFI regarding such credentials;

   c. NDFI staff will be the primary care providers for the NDFI patients. Dispensing and administration of medications to NDFI patients will be under the direction of the NDFI staff. Patients who are referred by the NDFI to the State for monoclonal antibodies under the directions of the UDOH HAI prescribing physician will also be under the direction of the NDFI staff. UTNG Personnel do not hold the primary responsibility for patient medications. UTNG Personnel under direction of NDFI staff may be allowed to provide health care and medication to NDFI patients, to include COVID-19 vaccination, testing and monoclonal antibodies treatment;

   d. The UTNG will coordinate with NDFI to obtain clinical privileges, and/or other appropriate authority, for UTNG health care professionals consistent with standards generally used by the NDFI. The NDFI agrees to expedite these procedures, to the extent feasible;

   e. The NDFI may reserve the right to refuse acceptance of any UTNG personnel or to bar any UTNG personnel if it is determined that further participation would not be in the best interest of the NDFI; and

   f. Either party may initiate termination of these Service Terms and Conditions at any time. Any changes or modification to these Service Terms and Conditions must be in writing.

2. In addition to other provisions of these Service Terms and Conditions, the NDFI shall specifically agree to:

   a. Make available to UTNG personnel the clinical and related facilities needed for appropriate patient care pursuant to the NDFI's policies and procedures;

   b. Ensure that the NDFI will not generate any bills for provider services rendered by UTNG personnel. Nothing in this paragraph limits the NDFI's ability to generate appropriate bills for associated costs, such as supplies, overhead, and equipment, or the services of non-UTNG personnel involved in the provision of care to the same patient. All proceeds from these bills shall become the exclusive property of the NDFI, and as applicable; UTNG shall have no right or claim to such proceeds;

c. Ensure that NDFI personnel will neither engage in activities nor act in any manner creating the appearance that they are acting as agents, or on behalf of, the Utah National Guard; and

d. Allow UTNG Public Affairs (PA) personnel access to identified areas to document UTNG support through imagery and stories. UTNG PA personnel shall abide by the NDFI's policies and procedures regarding protected health information and the HIPAA of 1996. UTNG PA personnel shall be escorted when deemed necessary by the NDFI. UTNG and/or PA personnel will coordinate clearing and publishing materials, content, stories, photographs, etc. with NDFI and will not publish anything the NDFI does not want published.

3. In addition to other provisions of these Service Terms and Conditions, UTNG specifically agrees to:

a. Ensure UTNG personnel comply with all applicable NDFI rules and instructions; and

b. Prohibit UTNG personnel from publishing any materials developed as a result of activities under this MOA that have not been approved for release, in writing, by UTNG and the NDFI.

4. It is understood that UTNG personnel shall abide by the NDFI's HIPAA policies. It is understood that UTNG personnel will coordinate with NDFI to take necessary steps to be considered part of the NDFI's workforce for purposes of HIPAA compliance and not business associates under HIPAA; therefore, no business associate agreement between the parties may be necessary.

5. With respect to handling of potential tort claims arising from activities under these Service Terms and Conditions, the parties agree that:

a. While working in the NDFI, and while acting pursuant to the terms of this agreement, UTNG personnel remain personnel of the United States performing duties within the course and scope of their federal employment;

b. The provisions of the Federal Tort Claims Act (28 U.S.C. § 1346 (b), 2671- 2680), including borrowed servant doctrine and any other applicable defenses and immunities available to the United States, will apply to allegations of negligence or wrongful acts or omissions by UTNG personnel while acting within the scope of duties pursuant to this agreement. The provisions of 28 U.S.C. § 2679 will immunize the UTNG personnel from individual tort liability;

c. Any notification of an actual or potential claim or suit against a party to this MOA, which names one or more personnel of another party, will be reported to all parties. All parties will cooperate fully in the investigation of such complaints, to include making available medical records, medical material including x-rays, slides, tissue, and witness statements, and the names of potential witnesses; to the extent permitted by law. UTNG will facilitate the involvement of the U.S Department of Justice (DoJ), as appropriate, to represent the interests of the United States and its employees arising from such claims or litigation; and

d. The NDFI shall not seek indemnification from UTNG personnel for any settlement, verdict, or judgment, resulting from any claim or lawsuit, arising out of performance of UTNG personnel, while acting under the supervision of the NDFI.

6. It is understood that these Service Terms and Conditions shall be controlled by federal law, and where such law calls for the application of state law, the law of the state where the NDFI is located shall apply.

7. The terms of these Service Terms and Conditions will commence as of the date signed by the NDFI, will ratify any work that may have been performed by UTNG medical personnel prior to the execution of these Service Terms and Conditions, and will terminate upon mutual agreement of the parties, unless renewed or unless earlier terminated in writing by any party.

IV. Contact.

1. LTC Erick Weidmeier, FA Joint Domestic Operations Officer, 801-716-9226.

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the contract between the Utah Department of Health and San Juan Public Health for San Juan County Health Department – STD Disease Intervention Services - 2019 Amendment 2, Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a Motion Approving the Agreement
Make a Motion Denying the Agreement

SUMMARY

The funding amount for this contract is being increased by $2,000.00 in federal funds. The funding will be increased by $2,000.00 in other funds. This is a cost reimbursement contract, up to the maximum amount, for expenditures directly related to STD Disease Intervention Services made by San Juan Public Health.

HISTORY/PAST ACTION

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FISCAL IMPACT

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UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1901709
Department Log Number

192700666
State Contract Number

1. CONTRACT NAME: The name of this contract is San Juan County Health Department - STD Disease Intervention Services - 2019 Amendment 2.

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 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 is being changed. The original amount was $9,000.00. The funding amount will be increased by $2,000.00 in federal funds. The funding amount will be increased by $2,000.00 in other funds. New total funding is $13,000.00.
   2. Attachment “A”, effective January 1, 2021, is replacing Attachment “A”, which was effective January 2020. The document title is changed, Article “II” Funding, Section A., is changed, Article "IV" Standards, Protocols, Policies/Procedures, Guidelines and Article "V" Responsibilities of the Sub-Recipient, Section B. is changed.

   DUNS: 079815014 Indirect Cost Rate: 0%

   Add

Federal Program Name:	Utah HIV Surveillance and Prevention Project	Award Number:	5 NH25PS005169-03-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NH25PS005169
CFDA Title:	HIV PREVENTION ACTIVITIES HEALTH DEPARTMENT BASED	Federal Award Date:	12/18/2020
CFDA Number:	93.940	Funding Amount:	$2000.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/01/2021

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 and San Juan County**, Log #** 1901709

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR	**STATE**
By: _____ _____	By: _____ _____
Kenneth Maryboy Date	Shari A. Watkins, C.P.A. Date
County Commission Chair	Director, Office Fiscal Operations

Attachment A: Special Provisions

San Juan Health Department - STD Disease Intervention Services - 2019 Amendment 2

Effective Date: January 1, 2021

I. DEFINITIONS:
- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "Education" means one on one discussion and distribution of educational materials if applicable.
- C. "EPT" means Expedited Partner Therapy.
- D. "PrEP" means Pre-exposure Prophylaxis.
- E. "QA" means Quality Assurance.
- F. "STD" means Sexually Transmitted Disease.
- G. "SUB-RECIPIENT" means Contractor.
- H. "UT-NEDSS" means the Utah electronic disease surveillance system.
- I. "UPHL" means the Utah Public Health Laboratory.

II. FUNDING:
- A. Total funding is $13,000.00.
  - 1. $4,000.00 for the period January 1, 2019 to December 31, 2019.
  - 2. $5,000.00 for the period January 1, 2020 to December 31, 2020.
    - a. $1,000.00 for STD Prevention Disease Intervention Services.
    - b. $4,000.00 for Early Intervention Services - Disease Intervention Services.
  - 3. $4,000.00 for the period January 1, 2021 to December 31, 2021.
    - a. $2,000.00 for STD Prevention Disease Intervention Services for the period January 1, 2021 to December 31, 2021.
    - b. $2,0000.00 for Early Intervention Services - Disease Intervention Services for the period July 1, 2021 to December 31, 2021.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum amount of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
- 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.

III. DEPARTMENT CONTACT:
- A. The day to day operations and dispute contact is Megan Evans, meevans@utah.gov, (801) 538-6223.

IV. STANDARDS, PROTOCOLS, POLICIES/PROCEDURES, GUIDELINES:
- A. The SUB-RECIPIENT shall provide services under this Contract in accordance with the following standards, protocols, policies, procedures and guidelines (In the event that the cited standards, protocols, policies, procedures and guidelines are revised or amended, the latest data will be applicable to this Contract):
  - 1. The Centers for Disease Control and Prevention's Program Operations Guidelines for STD Prevention. https://www.cdc.gov/std/program/overview.pdf
  - 2. Sexually Transmitted Diseases Treatment Guidelines https://www.cdc.gov/std/tg2015/tg-2015-print.pdf
  - 3. Sexually Transmitted Diseases Screening Guidelines https://www.cdc.gov/std/tg2015/screening-recommendations.htm

4. *Morbidity and Mortality Weekly Report* (MMWR)
   https://www.cdc.gov/mmwr/index.html
5. *Minimum Data Set*, EPI Affiliate Group
   http://health.utah.gov/epi/diseases/chlamydia/plan.pdf
   http://health.utah.gov/epi/diseases/gonorrhea/plan.pdf
   http://health.utah.gov/epi/diseases/syphilis/plan.pdf
6. Utah Administrative Code Rule R386-702
   https://rules.utah.gov/publicat/code/r386/r386-702.htm
7. Utah Code 58-1-501.3 Health Professional Prescribing Exceptions for Expedited Partner Therapy for Sexually Transmitted Diseases
   https://le.utah.gov/xcode/Title58/Chapter1/58-1-S501.3.html
8. Utah Public Health – Disease Investigation Plans
   http://health.utah.gov/epi/diseases/chlamydia/plan.pdf
   http://health.utah.gov/epi/diseases/gonorrhea/plan.pdf
   http://health.utah.gov/epi/diseases/syphilis/plan.pdf
9. Health Resources and Safety Administration 340B Regulations
   https://www.hrsa.gov/opa/index.html

V. RESPONSIBILITIES OF THE SUB-RECIPIENT:

The SUB-RECIPIENT shall:

A. Investigate STD cases within the SUB-RECIPIENT's jurisdiction to reduce and control the spread of STDs by:
   1. Interviewing 85% of all early syphilis cases within 14 days of diagnosis.
   2. Investigating 100% of all stages of reproductive-age females within 30 days of diagnosis including obtaining pregnancy status, treatment, and stage confirmation.
   3. Interviewing 70% of gonorrhea cases within 60 days of diagnosis.
   4. Disease Intervention Specialist interviews shall elicit sexual partner information and contact partners for risk-reduction education, testing, and treatment.

B. Ensure treatment is provided to 85% of early syphilis, and gonorrhea cases within 14 days of diagnosis based on the treatment guidelines specified in this Contract.
   1. It is prohibited to charge individuals or their contacts for medication purchased with funding from the DEPARTMENT.
   2. Expedited Partner Therapy is permissible and recommended for chlamydia and gonorrhea.

C. Treat all identifying information regarding STD-infected individuals as confidential information. Disclosure of STD-related information concerning any individual is prohibited without written, informed consent from the individual.

D. Ensure all gonorrhea and early syphilis cases comply with the requirements of each disease specific Minimum Data Set as specified in this Contract.
   1. Incidences in UT-NEDSS identified in the quarterly QA summary report shall be resolved no later than four weeks after receiving the report.

E. Provide PrEP education to 80% of all MSM who are diagnosed with early syphilis and/or gonorrhea and interviewed by the SUB-RECIPIENT.
   1. Provide PrEP referrals.
   2. Provide education to partners if able.

F. Ensure all STD case investigations assigned to the SUB-RECIPIENT's jurisdiction in UT-NEDSS receive a workflow status of 'Approved by LHD' within 60 days of diagnosis.

G. Provide STD medication for all clients who consent to treatment of STD(s).

H. Maintain a 340B Program.
   1. Complete annual 340B recertification.
   2. Maintain an active Authorizing Official.
   3. Ensure compliance to 340B policies.

I. Submit an invoice for medication reimbursement no later than the 5th of the month after

which the medication was purchased. The invoice shall be:

1. Signed by an authorized official or business official;
2. Include the medication name, quantity, price, and units;
3. Include a copy of the receipt from the manufacturer;
4. Include 340B price.

J. Strengthen STD surveillance by routinizing enhanced investigation among a representative sample of individuals diagnosed with gonorrhea by:

1. Conducting provider investigations for all cases identified in the random sample to ascertain additional information such as signs/symptoms.
2. Attempting to obtain patient interviews with a random sample of gonorrhea cases to ascertain additional behavioral and demographic information.
   a. No less than four attempts at patient contact are required and outcomes of each contact attempt shall be fully documented.

VI. THE DEPARTMENT MAY:

A. Provide program information/updates for the SUB-RECIPIENT, including, epidemiological profiles, program statistics, information/publications on current issues, best practices, performance outcome measures, and CDC STD program messages.

B. Provide technical assistance on disease intervention techniques and clinical case management upon request by the SUB-RECIPIENT.

C. Provide technical assistance and medical consultation for STDs upon request.

D. Provide items such as, but not limited to the following: CDC literature including treatment guidelines, condoms, and lube based upon availability upon request.

G. Reimburse the SUB-RECIPIENT for STD medication. Reimbursement is dependent on available funding and is not guaranteed;

1. Medications that qualify for reimbursement are: Amoxicillin, Azithromycin, Bicillin, Doxycycline, Gentamicin, Suprax/Cefixime and Ceftriaxone/Rocephin.

H. Provide the SUB-RECIPIENT with quarterly QA lists to improve data quality and identify needs for assistance from the DEPARTMENT. QA lists will be provided to the SUB-RECIPIENT's Nursing Director within 60 days after the end of the quarter.

I. Provide PrEP educational materials and training upon request based upon availability.

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the Memorandum Of Agreement (MOA) FY2017-2021 General Provisions - San Juan County Amendment 1, Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a Motion Approving the Agreement
Make a Motion Denying the Agreement

SUMMARY

The purpose of this amendment is to update the General Provisions and Business Associate Agreement. Changes to the MOA consist of the following:

1. Change end date of MOA to 06/30/2023
2. General Provisions and Business Associate Agreement

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

HISTORY/PAST ACTION

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FISCAL IMPACT

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UTAH DEPARTMENT OF HEALTH MOA AMENDMENT

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

1615221
Department Log Number

1. MOA NAME: The name of this MOA is FY2017-2021 General Provisions - San Juan County Amendment 1.

2. MOA PARTIES: This MOA is between the Utah Department of Health (PRIMARY AGENCY) and San Juan County (PERFORMING AGENCY).

3. PURPOSE OF AMENDMENT: is to update the General Provisions and Business Associate Agreement

4. CHANGES TO MOA:

    1. Change end date of MOA to 06/30/2023
    2. General Provisions and Business Associate Agreement

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 03/18/2021

6. DOCUMENTS INCORPORATED INTO THIS MOA 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 PERFORMING.

7. This MOA, 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 MOA.

MOA between Utah Department of Health, Executive Directors Office **and** San Juan County**, Log #** 1615221

IN WITNESS WHEREOF, the parties enter into this agreement.

PERFORMING AGENCY

By: _____ _____
Kenneth Maryboy Date
County Commission Chair

PRIMARY AGENCY

By: _____ _____
Shari A. Watkins C.P.A. Date
Director, Fiscal Operations

Attachment A: UTAH DEPARTMENT OF HEALTH GENERAL PROVISIONS

SUB-RECIPIENT

1. DEFINITIONS

a. “Authorized Persons” means Subrecipient’s employees, officers, partners, Subcontractors or other agents of Subrecipient who need to access State Data to enable Subrecipient to perform its responsibilities under Contract.

b. "Contract" means this agreement between the Department and Subrecipient, including the Contract Signature Page(s) and all referenced attachments and documents incorporated by reference.

c. “Contract Signature Page(s)” means the cover page(s) that the Department and Subrecipient sign.

d. “Custom Deliverable” means the Work Product that Contractor is required to deliver to Department under this Contract.

e. "Department" means the Utah Department of Health.

f. "Director" means the Executive Director of the Department or authorized representative.

g. “Federal pass through money” means federal money received by a nonprofit corporation through a subaward or contract but does not include federal money received by a nonprofit corporation as payment for goods or services purchased by the Department.

h. “Goods” means any deliverable that is not defined as a Service that Subrecipient is required to deliver under the Contract.

i. “Local money” means money that is owned, held or administered by a political subdivision of the state that is derived from fee or tax revenues but does not include money received by a nonprofit corporation as payment for goods or services purchased from the nonprofit corporation or contributions or donations received by the political subdivision.

j. “Originating funding entity” means an individual or entity which provided to the Department any or all funds payable under this Contract.

k. “Pass through funding” means money appropriated to a state agency which includes ongoing or one-time money and is designated as general funds, dedicated credits, or any combination of state funding sources, that is intended to be passed through the state agency to a local government entity, private organization, including not-for-profit organizations or persons in the form of a loan or grant.

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

m. “Recipient entity” means a local government entity or private entity, including a nonprofit entity, which receives money by way of pass through funding from the Department.

n. "Services" means the furnishing of labor, time, or effort by Subrecipient pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Subrecipient performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

o. "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

p. “State Data” means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the Department’s hardware, Subrecipient’s hardware, or exists in any system owned, maintained or otherwise controlled by the Department or by the Subrecipient. State Data includes any federal data that the Department controls or maintains, that is protected under federal laws, statutes, and regulations. The Department reserves the right to identify, during and after the Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

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

r. "Subcontract" means a written agreement between Subrecipient and another party to fulfill the requirements the Contract.

s. "Subcontractor" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Subrecipient, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Subrecipient 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 Subrecipient's manufacturers, distributors, and suppliers.

t. "Subrecipient" means the person who delivers the services or goods described in the Contract.

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

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

2. EFFECTIVE DATE: Once signed by the Director and the State Division of Finance, when applicable, and the State Division of Purchasing, when applicable, this Contract becomes effective on the date specified in the Contract.

3. 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 the 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.

4. AMENDMENTS: The Contract may only be amended by mutual written agreement signed by both parties, which amendment will be attached to the Contract. Automatic renewals will not apply to the Contract, even if listed elsewhere in the Contract.

5. 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.

6. LAWS AND REGULATIONS: At all times during the Contract, Subrecipient shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including licensure and certification requirements. If the Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.

7. CONFLICT OF INTEREST: Subrecipient represents that none of its officers or employees are officers or employees of the Department or the State of Utah, unless written disclosure has been made to the Department.

8. CONFLICT OF INTEREST WITH STATE EMPLOYEES: Subrecipient agrees to comply and cooperate in good faith will all conflict of interest and ethic laws, including but not limited to, Section 63G-6a-2404, Utah Procurement Code.

9. INDEPENDENT CONTRACTORS: Subrecipient and Subcontractors, in the performance of the Contract, shall act in an independent capacity and not as officers or employees or agents of the Department or State.

10. PROCUREMENT ETHICS: Subrecipient 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 who 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.

11. REPORTING RECEIPT OF FEDERAL AND STATE FUNDS.

11.1. If Subrecipient is a nonprofit corporation and receives federal pass through money or state money, Subrecipient shall disclose to the Department, annually and in writing, whether it has received in the previous

fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Subrecipient, and local money in the amount of $750,000 or more; (ii) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Subrecipient, and local money at least $350,000 but less than $750,000; or (iii) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Subrecipient, and local money of at least $100,000 but less than $350,000.

11.2. If Subrecipient is a recipient entity that, under the terms of the contract, is receiving pass through funding that was neither issued under a competitive award process, nor in accordance with a formula enacted in statute nor in accordance with a state program under parameters in statute or rule that guides the distribution of the pass through funding, Subrecipient shall provide to the Department a written description and itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent. Subrecipient shall provide to the Department a final written itemized report when all the state money is spent. The Department may require Subrecipient to return an amount of money that is equal to the state money expended in violation of the terms of the section.

12. INVOICING: Unless otherwise stated in the Special Provisions of the Contract, Subrecipient will submit invoices along with any supporting documentation within thirty (30) days following the last day of the month in which the expenditures were incurred or the services provided or within thirty (30) days of the delivery of the Good to the Department. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Department will be those prices listed in this Contract, unless Subrecipient offers a prompt payment discount on its invoice. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

13. PAYMENT:

13.1. The Department shall reimburse total actual expenditures, less amounts collected by Subrecipient from any other person not a party to the Contract legally liable for the payments for the goods and services.

13.2. The Department shall make payments within thirty (30) days after a correct invoice is received. All payments to Subrecipient 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 Department, then interest may be added by Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by Subrecipient of final payment, without a written protest filed with the Department within ten (10) business days of receipt of final payment, shall release the Department and the State of Utah from all claims and all liability to Subrecipient. The Department'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 Department or the State of Utah may have against Subrecipient. Subrecipient may not charge end users electronic payment fees of any kind.

13.3. By signing the Contract, Subrecipient acknowledges that the Department cannot contract for the payment of funds not yet appropriated by the Utah State Legislature or received from federal sources. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by state law, or if applicable federal funding is not provided to the Department, the Department shall reimburse Subrecipient for products delivered and services performed through the date of cancellation or reduction, and the Department shall not be liable for any future commitments, penalties, or liquidated damages.

13.4. Upon 30 days written notice, Subrecipient shall reimburse Department for funds the Department is required to reimburse the grantor or originating funding entity up to the amount repaid resulting from the actions of the Subrecipient or its Subcontractors.

14. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Subrecipient, this Contract may be terminated in whole or in part at the sole discretion of the Department, if the Department 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 Department'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 Department will reimburse Subrecipient for the Services properly ordered until the effective date of said notice. The Department will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

15. **INSURANCE:** Subrecipient shall at all times during the term of the Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate. Subrecipient also agrees to maintain any other insurance policies required in any applicable Solicitation. Subrecipient shall provide proof of the general liability insurance policy and other required insurance policies to the Department within thirty (30) days of contract award. Subrecipient must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of the Contract. Subrecipient's failure to maintain this insurance requirement for the term of the Contract will be grounds for immediate termination of the Contract.

16. **WORKERS' COMPENSATION INSURANCE:** Subrecipient 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. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Subrecipient acknowledges that within thirty (30) days of contract award, Subrecipient must submit proof of certificate of insurance that meets the above requirements.

17. **SALES TAX EXEMPTION**: The Services under the Contract will be paid for from the Department's funds and used in the exercise of the Department's essential functions as a State of Utah entity. Upon request, the Department will provide Subrecipient with its sales tax exemption number. It is Subrecipient's responsibility to request the Department's sales tax exemption number. It is Subrecipient's sole responsibility to ascertain whether any tax deductions or benefits apply to any aspect of the Contract.

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

19. **INDEMNIFICATION**:

    19.1. If Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Contract. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

    19.2. If Subrecipient is a non-governmental entity, Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors. Subrecipient shall fully indemnify, defend, and save harmless the Department and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Subrecipient's performance of the Contract caused by any intentional act or negligence of Subrecipient, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Subrecipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Department. Subrecipient is solely responsible for all payments owed to any Subcontractor arising from Subrecipient's performance under the contract and will hold the Department harmless from any such payments owed to the subcontractor.

    19.3. The parties agree that if there are any limitations of Subrecipient's liability, including a limitation of liability clause for anyone for whom Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**: Subrecipient shall indemnify and hold the Department 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 Department 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 Subrecipient's liability, such limitations of liability will not apply to this section.

21. **DEBARMENT**: Subrecipient certifies it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract, by any governmental department or agency, whether international, national, state, or local, and certifies it is in compliance with Utah Code Ann. § 63G-6a-904 *et seq.* and OMB guidelines at 2 C.F.R. § 180 which implement Executive Order Nos. 12549 and 12689. Subrecipient must notify Department 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 the Contract.

22. **TERMINATION AND DEFAULT**:

22.1. The Department may terminate the Contract without cause, upon thirty (30) days written notice to Subrecipient.

22.2. The Department agrees to use its best efforts to obtain funding for multi-year contracts. If continued funding for the Contract is not appropriated or budgeted at any time throughout the multi-year contract period, the Department may terminate the contract upon thirty (30) days' notice to Subrecipient. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by federal or state law, the Department may terminate the Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) days written notice to Subrecipient. If the specific funding source for the subject matter of the Contract is reduced, the Department may terminate the Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) days written notice to Subrecipient.

22.3. Each party may terminate the Contract with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall send a notice, which meets the notice requirements of the Contract, citing the default and giving notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within ten (10) days of the notice. If the default is not cured within the ten (10) days, the party giving notice may terminate the Contract forty (40) days from the date of the initial notice of default or at a later date specified in the notice.

22.4. The Department may terminate the contract if Subrecipient becomes debarred, insolvent, files for bankruptcy or reorganization proceedings, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under the Contract.

22.5. Upon termination of the Contract, all accounts and payments for services rendered to the date of termination shall be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. If the Department terminates the Contract, Subrecipient shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.

22.6. In the event of such termination, Subrecipient shall be compensated for services properly performed under the Contract up to the effective date of the notice of termination. Subrecipient agrees that in the event of such termination for cause or without cause, Subrecipient's sole remedy and monetary recovery from the State is limited to full payment for all work properly performed as authorized under the Contract up to the date of termination as well as any reasonable monies owed as a result of Subrecipient having to terminate contracts necessarily and appropriately entered into by Subrecipient pursuant to the Contract. Subrecipient further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Subrecipient under the Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.

22.7. If the Department terminates the Contract, the Department may procure replacement goods or services upon terms and conditions necessary to replace Subrecipient's obligations. If the termination is due to Subrecipient's failure to perform, and the Department procures replacement goods or services, Subrecipient agrees to pay the excess costs associated with obtaining the replacement goods or services.

22.8. If Subrecipient terminates the Contract without cause, the Department may treat Subrecipient's action as a default under the Contract.

22.9. If Subrecipient defaults in any manner in the performance of any obligation under the Contract, or if audit exceptions are identified, the Department may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or state funds as a result of Subrecipient's failure to comply with federal regulations or state rules. In addition, the Department may withhold amounts due Subrecipient under the Contract, any other current contract between the Department and Subrecipient, or any future payments due Subrecipient to recover the funds. The Department shall notify Subrecipient of the Department's action in adjusting the amount of payment or withholding payment. The Contract is executory until such repayment is made.

22.10. Any of the following events will constitute cause for the Department to declare Subrecipient in default of this Contract: (i) Subrecipient's non-performance of its contractual requirements and obligations under this

Contract; or (ii) Subrecipient's material breach of any term or condition of this Contract. The Department issue a written notice of default providing a ten (10) day period in which Subrecipient will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Subrecipient's liability for damages. If the default remains after Subrecipient has been provided the opportunity to cure, the Department 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 Subrecipient from receiving future contracts from the Department or the State of Utah; or (v) demand a full refund of any payment that the Department has made to Subrecipient under this Contract for Goods that do not conform to this Contract.
The rights and remedies of the Department enumerated in this article are in addition to any other rights or remedies provided in the Contract or available in law or equity.

23. REVIEWS: The Department reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Goods and Services of Subrecipient. Such reviews do not waive the requirement of Subrecipient to meet all of the terms and conditions of the Contract.

24. PERFORMANCE EVALUATION: The Department may conduct a performance evaluation of Subrecipient's Services, including Subrecipient's Subcontractors. Results of any evaluation may be made available to Subrecipient upon request.

25. PUBLIC INFORMATION: Subrecipient agrees that the 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). Subrecipient gives the Department and the State of Utah permission to make copies of the Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Subrecipient and expressly approved by the State of Utah Division of Purchasing and General Services, Subrecipient also agrees that Subrecipient's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Department and the State of Utah are not obligated to inform Subrecipient of any GRAMA requests for disclosure of the Contract, related purchase orders, related pricing documents, or invoices.

26. PUBLICITY: Subrecipient shall submit to the Department for written approval all advertising and publicity matters relating to this Contract. It is within the Department's sole discretion whether to provide approval, which must be done in writing.

27. INFORMATION OWNERSHIP: Except for confidential medical records held by direct care providers, the Department shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of the Contract. Subrecipient shall not use or disclose, except in meeting its obligations under the Contract, information gathered, reports developed, or conclusions reached in performance of the Contract without prior written consent from the Department. The Department shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Subrecipient under the Contract. Subrecipient, and any Subcontractors under its control, expressly agrees not to use confidential federal, state, or local government information without prior written consent from the Department.

28. INFORMATION PRACTICES: Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code § 26-1-1 *et seq* and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). Subrecipient shall receive or request from the Department only information about an individual that is necessary to Subrecipient's performance of its duties and functions. Subrecipient shall use the information only for purposes of the Contract. The Department shall inform Subrecipient of any non-public designation of any information it provides to Subrecipient.

29. SECURE PROTECTION AND HANDLING OF STATE DATA:

29.1. If Subrecipient is given State Data as part of this Contract, the protection of State Data shall be an integral part of the business activities of Subrecipient to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Subrecipient is given State Data, Subrecipient shall safeguard the confidentiality, integrity, and availability of the State Data. Subrecipient agrees to not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of the Contract. The improper use or disclosure of confidential information is strictly prohibited.

29.2. Any and all transmission or exchange of State Data shall take place via secure means. Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or any portable storage

mediums. Subrecipient agrees to protect and maintain the security of State Data with security measures including, but are not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates as designated, network firewall provisioning, and intrusion detection. Subrecipient agrees that any computing device or portable medium that has access to the Department's network or stores any non-public State Data is equipped with strong and secure password protection.

29.3. Subrecipient shall: (a) limit disclosure of any State Data to Authorized Person who have a need to know such information in connection with the current or contemplated business relationship between the parties to which the Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in the Contract and require such Authorized Persons to keep the State Data confidential; (c) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any State Data received by it to any third parties, except as permitted by the Contract or otherwise agreed to in writing by the Department.

29.4. Subrecipient will promptly notify the Department of any misuse or misappropriation of State Data that comes to Subrecipient's attention. Subrecipient shall be responsible for any breach of this duty of confidentiality by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Ann. §§ 13-44-101 through 301). This duty of confidentiality shall be ongoing and survive the term of the Contract. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language shall take precedence.

30. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All documents and data pertaining to work required by the Contract will be the property of the Department, and must be returned to the Department or disposed of within thirty (30) days after termination or expiration of the Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. If such return or destruction is not feasible, Subrecipient shall notify the Department. Subrecipient shall extend any protections, limitation, and restrictions of the Contract to any information retained after the termination of the Agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language shall take precedence.

31. OWNERSHIP IN INTELLECTUAL PROPERTY: The Department and Subrecipient agree 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 Subrecipient prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Subrecipient shall transfer any ownership claim to the Department.

32. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the Department pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for Department and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title, and interest in the Custom Deliverables shall pass to Department, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to Department any and all copyrights in and to the Custom Deliverables, subject to the following:

32.1. Contractor has received payment for the Custom Deliverables,

32.2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

32.3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes, and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied

or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Department (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

32.4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by Department.

32.5. Contractor agrees to grant to Department a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for Department and the State of Utah to use the Custom Deliverables. Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for Department's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants Department a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for Department's and the State of Utah's internal business operation under this Contract. Department and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

33. SOFTWARE OWNERSHIP: If Subrecipient develops or pays to have developed computer software exclusively with funds or proceeds from the Contract to perform its obligations under the Contract, or to perform computerized tasks that it was not previously performing to meet its obligations under the Contract, the computer software shall be exclusively owned by or licensed to the Department. If Subrecipient develops or pays to have developed computer software which is an addition to existing software owned by or licensed exclusively with funds or proceeds from the Contract, or to modify software to perform computerized tasks in a manner different than previously performed, to meet its obligations under the Contract, the addition shall be exclusively owned by or licensed to the Department. In the case of software owned by the Department, the Department grants to Subrecipient a nontransferable, nonexclusive license to use the software in the performance of the Contract. In the case of software licensed to the Department, the Department grants to Subrecipient permission to use the software in the performance of the Contract. This license or permission, as the case may be, terminates when Subrecipient has completed its work under the Contract. If Subrecipient uses computer software licensed to it which it does not modify or program to handle the specific tasks required by the Contract, then to the extent allowed by the license agreement between Subrecipient and the owner of the software, Subrecipient grants to the Department a continuing, nonexclusive license for either the Department or a different contractor to use the software in order to perform work substantially identical to the work performed by Subrecipient under the Contract. If Subrecipient cannot grant the license as required by this section, then Subrecipient shall reveal the input screens, report formats, data structures, linkages, and relations used in performing its obligations under the contract in such a manner to allow the Department or another contractor to continue the work performed by Subrecipient under the Contract.

34. WARRANTY OF GOODS:

34.1. Subrecipient warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Goods delivered to the Department under the Contract. If not more specifically set out in the contract, Subrecipient warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Subrecipient has made; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified by the Department; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects or unusual problems about which the Department has not been warned. Unless otherwise specified, all Goods provided shall be new and unused of the latest model or design.

34.2. Notwithstanding the foregoing, any software portions of the Goods that Subrecipient licenses, contracts, or sells to the Department under the Contract, Subrecipient agrees that for a period of ninety (90) days from the date of the Department's acceptance that the warranties listed in 33.1 apply to the software portions.

34.3. Subrecipient warrants and represents that all services shall be performed in conformity with the requirements of the Contract by qualified personnel in accordance with generally recognized standards and conform to contract requirements.

35. WARRANTY REMEDIES: Subrecipient acknowledges that all warranties granted to the Department by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers

from Subrecipient are not applicable to the Contract. For any goods or service that the Department determines do not conform with this warranty, the Department may arrange to have the item repaired or replaced, or the service performed either by Subrecipient or by a third party at the Department's option, at Subrecipient's expense. If any item or services does not conform to this warranty, Subrecipient shall refund the full amount of any payments made. Nothing in this warranty will be construed to limit any rights or remedies the Department may otherwise have under the contract.

36. **UPDATES AND UPGRADES**: Subrecipient grants to the Department a non-exclusive, non-transferable license to use upgrades and updates provided by Subrecipient during the term of the Contract. Such upgrades and updates are subject to the terms of the Contract. The Department shall download, distribute, and install all updates as released by Subrecipient during the length of the Contract, and Subrecipient strongly suggests that the Department also downloads, distributes, and installs all upgrades as released by Subrecipient during the length of the Contract. Subrecipient shall use commercially reasonable efforts to provide the Department with work-around solutions or patches to reported software problems that may affect the Department's use of the software during the length of the Contract.

37. **TECHNICAL SUPPORT AND MAINTENANCE**: If technical support and maintenance is a part of the Goods that Subrecipient provides under the Contract, Subrecipient will use commercially reasonable efforts to respond to the Department in a reasonable time when the Department makes technical support or maintenance requests regarding the Goods.

38. **EQUIPMENT PURCHASE**: Subrecipient shall obtain prior written Department approval before purchasing any equipment, as defined in the Uniform Guidance, with contract funds.

39. **DELIVERY**: Unless otherwise specified in the Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Subrecipient. Responsibility and liability for loss or damage will remain with Subrecipient until final inspection and acceptance, when responsibility will pass to the Department, except as to latent defects, fraud and Subrecipient's warranty obligations. The parties shall ship all orders promptly in accordance with the delivery schedule. Subrecipient shall submit promptly invoices (within thirty (30) days of shipment or delivery of services) to the Department. The parties shall list the state contract number on all invoices, freight tickets, and correspondence related to the Contract. The prices paid by the Department shall be the prices listed in the Contract, unless Subrecipient offers a prompt payment discount within its proposal or on its invoice. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

40. **ACCEPTANCE AND REJECTION:** The Department shall have thirty (30) days after the performance 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 Department. If Subrecipient delivers nonconforming Services, the Department may, at its option and at Subrecipient's expense: (i) return the Services for a full refund; (ii) require Subrecipient 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 Subrecipient being responsible for any cover costs.

41. **STANDARD OF CARE:** The Services of Subrecipient 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. Subrecipient shall be liable to the Department and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Subrecipient'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.

42. **RECORD KEEPING, AUDITS, & INSPECTIONS**:

    42.1. For financial reporting, Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles (GAAP).

    42.2. Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for Subrecipient's performance and the payments made by the Department to Subrecipient under the Contract. These records shall be retained by Subrecipient 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. Subrecipient agrees to allow, at no additional cost, the State of Utah, federal auditors, and the Department's staff, access to all such records. These records shall be retained by Subrecipient as required by GAAP, federal or state law, or specific program requirements, whichever is longer. Subrecipient agrees to allow, at no additional cost, the State of Utah, federal auditors, and Department staff, access to all such records.

42.3. Subrecipient shall retain all records which relate to disputes, litigation, and claim settlements arising from Contract performance or cost or expense exceptions initiated by the Director, until all disputes, litigation, claims, or exceptions are resolved.

42.4. Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and contract administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the Contract's special provisions, Subrecipient must comply with applicable federal cost principles and Contract administration requirements if state funds are received. Counties, cities, towns, school districts are subject to the State of Utah Legal Compliance Audit Guide. Copies of required reports shall be sent to the Utah Department of Health, Office of Fiscal Operations P.O. Box 144002, Salt Lake City, Utah 84114-4002.

43. EMPLOYMENT PRACTICES: Subrecipient shall abide by the following employment laws, as applicable: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26-38-1 *et. seq.*, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which state employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. Subrecipient further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Sub recipient's employees.

44. FEDERAL REQUIREMENTS: Subrecipient shall abide by the following federal statutes, regulations and requirements, including, but not limited to (i) 2 C.F.R. § 200.326, Contract Provisions as applicable; (ii) 45 C.F.R. § 46, Protection of Human Subject in research activities; (iii) 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; (iv) 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; (v) 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; (vi) 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; (vii) 42 U.S.C § 4331, the National Environmental Policy Act of 1969; (viii) 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (ix) 37 C.F.R. § 401, Rights to Inventions Made; (x) 42 C.F.R. part 50, Subpart B, Sterilizations; (xi) 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; (xii) 59 FR 46266, Recombinant DNA and Institutional Biosafety; (xiii) 7 U.S.C. § 2131, Animal Welfare; (xiv) 42 C.F.R. part 92, Misconduct in Science; (xv) 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; and (xvi) Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provides for such sanctions and penalties as may be appropriate.

45. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

46. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

47. SUBCONTRACTS & ASSIGNMENT: Subrecipient shall not assign, sell, transfer, subcontract, or sublet rights or delegate responsibilities under the Contract, in whole or part, without the prior written consent of the Department. Subrecipient retains ultimate responsibility for performance of all terms, conditions and provisions of the Contract that are subcontracted or performed by a Subcontractor. When subcontracting, Subrecipient agrees to use written subcontracts that conform to federal and state laws. Subrecipient shall request Department approval for any assignment at least twenty (20) days prior to its effective date.

48. **FORCE MAJEURE**: Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, war which is beyond the party's reasonable control. The Department may terminate the Contract after determining that the delay or default will likely prevent successful performance of the Contract.

49. **SEVERABILITY**: The invalidity or unenforceability of any provision, term, or condition of the Contract shall not affect the validity or enforceability of any other provision, term, or condition of the Contract, which shall remain in full force and effect.

50. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Department's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

51. **NOTICE**: Notice shall be in writing and directed to the contact person listed on Contract Signature Page(s) of the Contract.

52. **ORDER OF PRECEDENCE**: The terms of the Contract shall be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between the Contract's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Contract Signature Page(s); (2) Department General Provisions; (3) Department Special Provisions; (4) Any other attachments.

53. **TIME IS OF THE ESSENCE**: The Services shall be completed by any applicable deadline stated in the Contract. For all Services, time is of the essence. Subrecipient shall be liable for all reasonable damages to the Department, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Subrecipient's failure to timely perform the Services required under the Contract.

54. **DISPUTE RESOLUTION**: The Department and Subrecipient shall attempt to resolve contract disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Department, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Department appoints such an expert or panel, Department and Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

55. **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: Mar. 2018)

UTAH DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between the Utah Department of Health, Division of Medicaid Health and Financing (the "Department") and San Juan Health Department ("Business Associate"). The Parties have entered into one or more underlying agreements (each and together, the "Service Agreement") pursuant to which Business Associate provides services to the Department that requires the use and disclosure of PHI.

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

The Parties agree as follows:

1. **Definitions**
   A. Terms used in this Agreement shall have the same meaning as those terms defined in the HIPAA Rules.

   B. "HIPAA Rules" means the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing regulations.

2. **Permitted Uses and Disclosures of PHI by Business Associate**
   A. Business Associate may access, acquire, create, receive, maintain, use, transmit, or disclose PHI to perform functions, activities, or services for, or on behalf of, the Department as specified in the Service Agreement, so long as such use or disclosure would not violate HIPAA Rules if done by the Department.

   B. Business Associate may use or disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided that: (i) the disclosures are required by law; or (ii) (1) Business Associate obtains reasonable assurances from the third party to whom PHI is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (2) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

   C. If Business Associate provides data aggregation services for the Department under the Service Agreement, Business Associate may use and aggregate PHI only for purposes of providing the data aggregation services to the Department. Any use of PHI for other data aggregation or commercial purposes unrelated to the Service Agreement is prohibited. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514. All such uses and disclosures of de-identified data shall be subject to the limits set forth in 45 C.F.R. § 164.514.

3. **Obligations and Activities of Business Associate**

   A. **Limitations on Use.** Business Associate may use or disclose PHI solely (1) as necessary to perform its obligations under the Service Agreement, (2) as required by law, or (3) as permitted or

required under this Agreement. Business Associate shall not use or disclose PHI for any other purpose or in any other manner.

B. **Minimum Necessary.** Business Associate shall request, use, and/or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use, or disclosure in accordance with the HIPAA Rules.

C. **Duty to Safeguard PHI.** Business Associate shall implement and maintain appropriate administrative, technical, and physical safeguards that comply with Subpart C of 45 C.F.R. 164, in order to secure electronic PHI, prevent use or disclosure of PHI other than as provided for by this Agreement, and protect the integrity and availability of PHI.

As appropriate, information security safeguards include: (i) limiting access to PHI to authorized workforce members and persons; (ii) securing its facilities, data centers, paper files, servers, back-up systems and computing equipment with information storage capability; (iii) implementing network, device application, database, and platform security; (iv) securing information in transit and at rest; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PHI stored on any mobile media and computing devices that allow remote access; (vii) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (viii) providing appropriate privacy and information security training to its workforce members whose services may be used to satisfy Business Associate's obligations under this Agreement.

D. **Subcontractors.** In accordance with 45 C.F.R. §§ 164.502(e)(1)(i) and 164.308(b)(2), Business Associate shall require any subcontractors or agents that create, receive, maintain, or transmit PHI, for or on behalf of Business Associate, agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. To the extent that subcontractors or agents create, receive, maintain, or transmit electronic PHI on behalf of Business Associate, it shall require its subcontractors or agents to comply with Subpart C of 45 C.F.R. 164.

E. **Access to PHI.** If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within fifteen (15) days of receipt of the Department's request, Business Associate agrees to make available PHI to the Department or, as directed by the Department, to an individual in order to meet the requirements under 45 C.F.R. § 164.524, relating to an individual's right to inspect and obtain a copy of PHI relating to such individual.

F. **Amendment to PHI.** If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within thirty (30) days of receipt of the Department's request, Business Associate agrees to make any amendments to PHI, if applicable, as the Department directs or agrees to pursuant to 45 C.F.R. § 164.526.

G. **Accounting of Disclosures of PHI.** Business Associate shall, as applicable, maintain and make available the information required to provide an accounting of the disclosures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528.

H. **Performance of Obligations.** To the extent Business Associate is to carry out one or more of the Department's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligations under this Agreement.

I. **Availability of Records for Review.** Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining the Department's compliance with the HIPAA Rules. Upon reasonable prior request of the Department, Business Associate agrees to allow the Department to perform a review of its facilities, systems, books, records, agreements, and policies and procedures relating to the use or disclosure of PHI in order to determine Business Associate's compliance with the terms of this Agreement.

J. **Prohibition of Offshoring.** Business Associate shall inform the Department if it or its subcontractors or agents will perform any work outside the territory of the U.S. that involves access to, use, or disclosure of PHI in any form via any medium. Nothing in this Agreement shall permit Business Associate to assign, delegate, or subcontract any of its rights or obligations under this Agreement to its subcontractors or agents residing beyond the boundaries and jurisdiction of the U.S. without express written consent of the Department.

4. **Incident and Breach Reporting and Mitigation**

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

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

B. **Breach Determination.** The Department will make the final determination of whether a breach of unsecured PHI has occurred and will notify Business Associate of the determination. If the Department determines a breach of unsecured PHI has occurred, Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individuals whose information was disclosed inappropriately. The Department, in its sole discretion, will determine whether the Department or Business Associate is responsible to provide notifications to the individuals whose PHI has been disclosed, the Secretary, and/or the media.

C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effects resulting from a security incident or any use and or disclosure of PHI in violation of the requirements of this agreement, the HIPAA Rules, or other applicable law.

D. **Financial Obligations.** Business Associate shall be responsible for any and all costs and expenses arising from or related to a security incident or breach by Business Associate or its subcontractors and agents, including, but not limited, to any required notifications and credit monitoring services to affected individuals, notifications to the Secretary and the media, corrective action plans, and remedial and mitigation costs associated with the Department's and Business Associate's compliance with Subpart D of 45 C.F.R. 164.

5. **Obligations of the Department**

A. **Notice of Privacy Practices.** The Department shall notify Business Associate of any limitation in the Department's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affects Business Associate's use or disclosure of PHI.

B. **Revocation of Authorization of Individual.** The Department shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, if and to the extent that such changes affect Business Associate's use or disclosure of PHI.

C. **Restrictions on Use and Disclosure.** The Department shall notify Business Associate of any restriction on the use or disclosure of PHI that the Department has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.

D. **Requested Uses or Disclosures.** The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Department, except that Business Associate may use or disclose PHI for purposes set forth in Section 2(B).

6. **Term and Termination**

A. **Term.** This Agreement will become effective when all parties have signed it. This Agreement shall terminate upon the earlier of the termination or expiration of each individual Service Agreement or on the date the Department terminates this Agreement for cause as authorized in paragraph (B) of this Section.

B. **Termination.** If the Department determines that Business Associate has violated a material term of this Agreement, the Department may: (1) provide Business Associate an opportunity to cure the breach within the timeframe specified in writing by the Department, or (2) immediately terminate this Agreement if cure is not possible and termination is possible under state law. In the absence of a cure reasonably satisfactory to the Department, the Department may terminate this Agreement unless prohibited by state law.

C. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Department or created, maintained, or received by Business Associate on behalf of the Department that Business Associate still maintains in any form. These termination provisions shall also apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. Upon the Department's request, Business Associate shall certify to the Department that all PHI in its possession or control, and all PHI created, received or maintained by its subcontractors or agents, has been returned or destroyed. If return or destruction of PHI is not feasible, Business

Associate will provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement by the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 6 shall survive termination of this Agreement for any reason.

7. **Miscellaneous**

A. **Other Confidentiality Obligations.** The parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under other agreements or applicable federal and state laws.

B. **Independent Contractor Status.** Business Associate is an independent contractor of the Department, and shall not be considered an agent of Department.

C. **Notice.** Any notice or other communications required or permitted to be given under this Agreement shall be sent to:

If to the Department:

Chief Privacy and Security Officer
288 North 1460 West
Salt Lake City, Utah 84114
801-538-6271
flanier@utah.gov

If to Business Associate:

To the name identified on the Contract Signature Page.

D. **Amendments.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time for compliance with the requirements of the HIPAA Rules and any other applicable law.

E. **Waiver.** Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

F. **Interpretation.** Any conflict or inconsistency between the terms of this Agreement and the Service Agreement shall be governed by the terms of this Agreement. Any ambiguity shall be interpreted to permit the Department to comply with the HIPAA Rules. In the event the Service Agreement contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Agreements, the provisions of the more restrictive documentation will control. All other terms of the Service Agreement will continue in full force and effect.

G. **Entire Agreement.** This Agreement shall supersede any and all other earlier dated Business Associate Agreements that may have been entered into by Business Associate executing this Agreement and the Department.

H. **Regulatory References.** A reference in this Agreement to HIPAA Rules means the sections as in effect or as amended.

SAN JUAN COUNTY

COMMISSION STAFF REPORT

MEETING DATE: April 06, 2021

ITEM TITLE, PRESENTER: Purchase Pickup – Todd Adair – Road Department Superintendent

RECOMMENDATION: Approve Purchase of Pickup

SUMMARY

The Road Department had a pickup stolen from the Monticello Yard. The insurance has paid $35,900.00 for the loss. We would like to use the payment toward the purchase of a new/replacement pickup. The new pickup price is $39,594.80, for a difference of $3,694.80. The difference is available in the 2021 budget to cover the cost.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

$3,694.80 and the amount is available in the 2021 budget.

Bid Proposal

	3/22/2021		
Customer	San Juan County	TJ Adair	
Fleet Number		tadair@sanjuancounty.org	
Year	2021	435-459-6000	
Make	Ford		
Model	F-350	REG	
Sale Price	$39,489.80		
Rebate 1	$0.00		
	$0.00		
Sub Total	**$39,489.80**		
	$0.00		
Document Fee	$100.00		
Trade Allow	$0.00		
Payoff	$0.00		
Sub Total	**$39,589.80**		
Sales Tax @ 6.40%	$0.00		
License & Reg	$5.00		
Down PMT			
Total	**$39,594.80**	Getting own EX	plates

Labrum Ford
901 S Main
Heber, Ut 84032
435-654-4910
Danny Labrum
danny@labrumford.com

Print window sticker

Item 10.

Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

VIN 1FTRF3DT6ME **D05880**

F-SERIES SD

2021 F350 4X4 SD R/C
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTOMATIC

Exterior
OXFORD WHITE
Interior
MEDIUM EARTH GRAYCLOTH 40/20/40 SEAT

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR
. DOOR HANDLES - BLACK (ON/OFF)
. PICKUP BOX, TIE DOWN HOOKS
. SPARE TIRE AND WHEEL LOCK
. TOW HOOKS
. TRAILER SWAY CONTROL

INTERIOR
. DRIVER SEAT-MANUAL LUMBAR
. PARTICULATE AIR FILTER WHEEL WITH AUDIO

FUNCTIONAL
. FORDPASS CONNECT 4GWI-FI
. HILL START ASSIST
. MANUAL LOCKING HUBS SUSPENSION W/STAB BAR
. REAR VIEW CAMERA

SAFETY/SECURITY
. AIRBAGS - SAFETY CANOPY®
. DRIVER/PASSENGER AIR BAGS
. SOS POST-CRASH ALERT SYS

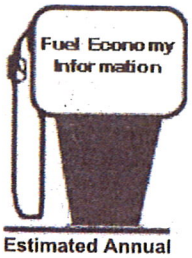
WARRANTY
. 5YR/60,000 POWERTRAIN
. 5YR/100,000 DIESEL ENGINE
. BOX RAIL/TAILGATE MOLDINGS
. HEADLAMPS - AUTOLAMP
. LOCKING REMOVABLE TAILGATE
-NA W/BOX DLT
-NA W/BOX DLT
. TRAILER BRAKE CONTROLLER
. WIPERS- INTERMITTENT
. AIR COND, MANUAL FRONT
. OUTSIDE TEMP DISPLAY
. STEERING - TILT/TELESCOPIC
. VINYL SUN VISORS
. 4-WHEEL ANTILOCK BRAKE SYS HOTSPOT TELEMATICS MODEM
. JEWEL EFFECT HEADLAMPS
. MONO BEAM COIL SPRING FRT
. MYKEY®
NA W/BOX DLT
. ADVANCETRAC® WITH RSC®
. BELT-MINDER CHIME
. SECURILOCK® ANTI-THEFT SYS
. 3YR/36,000 BUMPER / BUMPER
. 5YR/60,000 ROADSIDE ASSIST

Price Information	**MSRP**
STANDARD VEHICLE PRICE	**$40,035**

Optional Equipment

2021 MODEL YEAR	
OXFORD WHITE	
MEDIUM EARTH GRAY CLOTH	
PREFERRED EQUIPMENT	
PKG.620A	
.XL TRIM	
.AIR CONDITIONING -- CFC FREE	
.AM/FM STEREO MP3/CLK	
6.7L POWER STROKE V8 DIESEL	10,495
10-SPEED AUTOMATIC	
.LT245/75R17E BSW ALL-SEASON	
3.55 RATIO REGULAR AXLE	
JOB #1 ORDER	
TRAILER TOWING PACKAGE	
FORD FLEET SPECIAL ADJUSTMENT	
FRONT LICENSE PLATE BRACKET	
14000# GVWR PACKAGE	
50 STATE EMISSIONS	
SPARE TIRE AND WHEEL	
CENTER HIGH MOUNT STOP LAMP	
JACK	
CLOTH 40/20/40 SEAT	100
TOTAL VEHICLE & OPTIONS	50,630
DESTINATION & DELIVERY	1,695
TOTAL MSRP	**$52,325**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



CITY MPG
0
HIGHWAY MPG
0

Estimated Annual Fuel Cost: $

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. **For Comparison Shopping** all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.

EXTENDED SERVICE PLAN

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

Moab Heat N Cool, LLC

1540 Spanish Valley Dr.
Moab, UT 84532

Bid

Date	Bid #
3/22/2021	19763

Name / Address

San Juan County
PO Box 9
Monticello, Utah 84535

Project

Cal Black Airport

Description	Options	Total
Moab Heat -N- Cool, LLC agrees to furnish and install: - 19 SEER Bryant Evolution variable speed Puron Condensing Unit.- Inverter compressor to work with the solar panel system. - Attached Bryant cased coil. - Condenser pad- not concrete. - Ecobee3 Lite WiFi thermostat. (To control the staging) - Refrigeration brazing with nitrogen, Nitrogen pressure test, then evacuate the system. Properly charge the system. - Install larger return air grill for proper airflow for air conditioning. Exclusions: - Line voltage electrical. (estimate 1500.00)		

Total Payment due upon completion.
Monthly draws will be turned in based on percentage of work completed.
Bid price is valid for 30 days from the date above.
These prices are based on a cash sale. Any credit card charges will be assessed a 3% finance charge.

Total $8,490.39

Phone # 435-259-1519 infomoabhc@gmail.com

Signature Mack McDonald

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Approval of the purchase and installation of a Airconditioning System for the Cal Black Airport by Moab Heat -N- Cool for $8,490.39

RECOMMENDATION: Approve the agreement

SUMMARY

The County accepted the $9,000 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) grant on February 12, 2021. This grant will reimburse the County in upgrading the HVAC system on the building. Currently the Cal Black Airport uses a swamp cooling system of which only half of the system works.

HISTORY/PAST ACTION

During the February 2, 2021 Commission Meeting, the Commission authorized the CRRSAA grant for $9,000. The grant is a reimbursable grant requiring the County to first expend the funds and then apply for reimbursement.

FISCAL IMPACT

This will use $8,490.39 of the $9,000 grant. The County still has a FY2020 grant of $20,000 that staff has been working on to provide other upgrades out at the Airport.

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Approval of the Monticello Cemetery Board Recommendation for the appointment of vacancies.

RECOMMENDATION: Approve the consent item

SUMMARY

I continue to search for vacant Board Members on various boards. The Monticello Cemetery Board has recommended renewing Tanya Lowery and appointing new board members Julie Adams Bunker and Chris Allen, both residents of the Monticello area. These appointments will expire 4 years in December of 2024.

HISTORY/PAST ACTION

Current Cemetery Board Members are Tanya Lowery, Wynn Wescott, and Bernie Christensen. We appreciate their time and service on this Board.

FISCAL IMPACT

N/A

McDonald, Mack <mmcdonald@sanjuancounty.org>

Monticello Cemetery Maintenance District

1 message

Tanya Lowry <tlowryret@gmail.com> Mon, Mar 29, 2021 at 4:57 PM
To: "McDonald, Mack" <mmcdonald@sanjuancounty.org>

The Monticello Cemetery District would like to go to a 5 member board. The following individuals are willing to serve along with Winn Westcott, Bernie Christensen and Tanya Lowry.

Julie Adams Bunker
PO Box 432
965 South Creek Rd.
Monticello UT 84535

Chris Allen
PO Box 1135
116 South 200 East
Monticello UT 84535

Please let me know if you need any more information. Also, would you let me know when they are approved and their terms.

Thank you.

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Approval of Amendment No. 3 to the San Juan County Contract with Jviation, A Woolpert Company for Engineering Services for the Pavement Maintenance Project at the Cal Black Airport.

RECOMMENDATION: Approve the Amendment

SUMMARY

The County entered into a service agreement for Engineering and Design Services with Jviation, A Woolpert Company on March 1, 2016. They have since assisted the County in completing our required Masterplan, our 5 Year Capital Plan and have assisted us on our applications for this year's runway replacement project. This amendment provides them additional funds for the engineering services they will perform throughout the project. Funds are reimbursed through the budgeted and FAA funded project.

HISTORY/PAST ACTION

March 1, 2016, the County executed the original agreement and contract with Jviation.

FISCAL IMPACT

$32,875 of County and FAA budgeted funding for this year's project.

AMENDMENT NO. THREE (3) TO CONTRACT
DATED MARCH 1, 2016
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
SAN JUAN COUNTY
MONTICELLO, UT

The Sponsor and the Engineer agree to amend their contract for improvements to the Cal Black Memorial Airport, Monticello, Utah to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Pavement Maintenance

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

Administration..... Lump sum of $11,850.00
Engineering..... Lump sum of $12,240.00

TOTAL BASIC SERVICES ..... Lump sum of $24,090.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the UDOT of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

CONSTRUCTION ADMINISTRATION

Construction Inspection .....Lump Sum of $8,785.00

TOTAL CONSTRUCTION ADMINISTRATION .....Lump sum of $8,785.00

TOTAL..... $32,875.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2021.

SPONSOR:
San Juan County

By: _____

Name: _____

Title: _____

ATTEST:

_____

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Kirk Nielsen

Title: Office Manager

SCOPE OF WORK
FOR
CAL BLACK MEMORIAL AIRPORT
Halls Crossing, Utah
UDOT Project FY 2021
Pavement Maintenance

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated March 1, 2016 between San Juan County and Jviation, Inc. for providing professional services. For the remainder of this scope the Cal Black Memorial Airport is indicated as "Sponsor" and Jviation, Inc. is indicated as "Engineer". The approximate construction cost of this project is $115,000.00.

This project shall consist of preparing Administration, Engineering, and Construction Inspection for the pavement maintenance project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

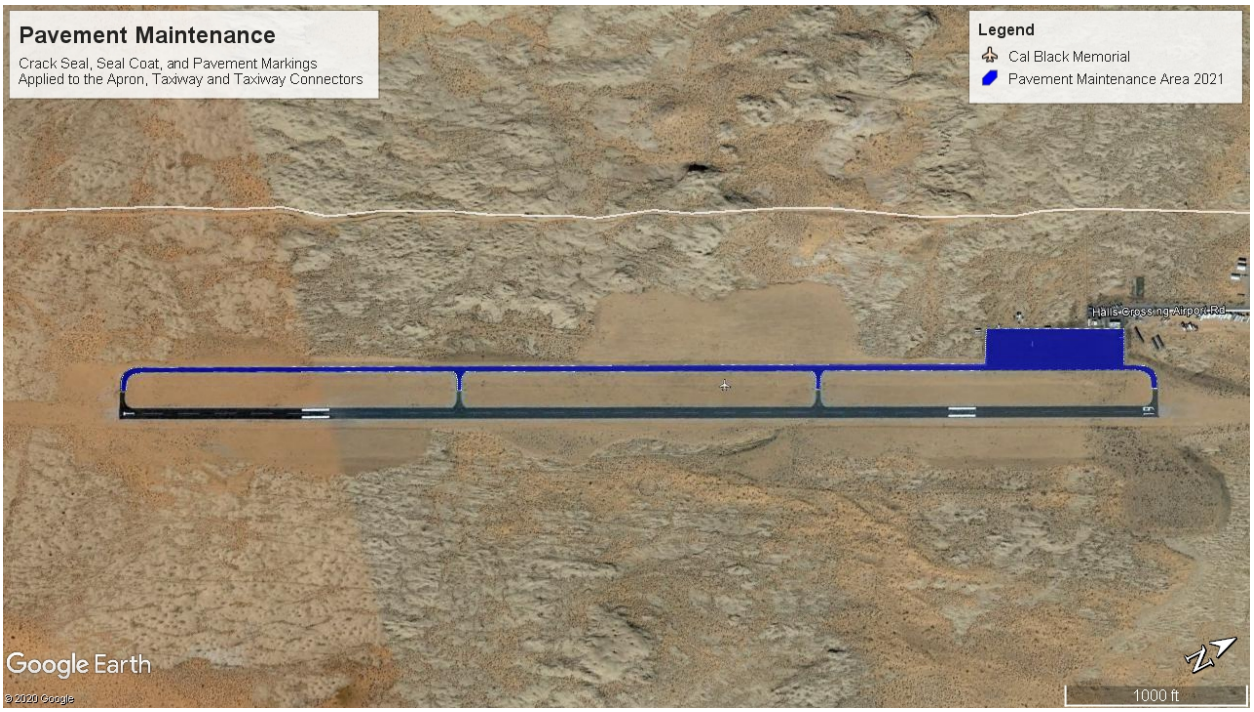


EXHIBIT NO. 1

DESCRIPTION

This project shall consist of applying pavement sealing and rejuvenating products to the taxiway, taxiway connectors, and apron bituminous asphalt pavements. This pavement preservation project is required on a three to five year schedule to protect the airport's capital investment in the pavement and help the pavement perform for its full 20-year design life.

The engineering fees for this project will be broken into two parts. **Part A-Engineering and Administration Services** which includes: 1) Administration Phase and 2) Engineering Phase, and **Part B-Construction Inspection Services** which includes: 3) Construction Inspection Phase. Parts A and B are described in more detail below.

PART A – ENGINEERING AND ADMINISTRATION SERVICES consists of the Administration Phase and Engineering Phase, all invoiced on a lump sum basis**.**

1.0 Administration Phase

1.1 Coordinate and Attend Meetings with the Sponsor and UDOT Aeronautics. Meetings with the Sponsor and the UDOT Aeronautics will take place to determine critical project dates, and to establish the project scope of work. It is anticipated that there will be two meetings occurring with the Sponsor and UDOT Aeronautics, which will occur via teleconference.

1.2 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the Sponsor and UDOT Aeronautics. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor.

1.3 Prepare SCIP Scoping Document. This task consists of the Engineer preparing the SCIP for the Sponsor to submit to UDOT Aeronautics. This document is required by UDOT for the grant and details the scope of the work on the project.

1.4 Advertise for Bids. The Engineer will coordinate the project advertisement, on behalf of the Sponsor, with San Juan Record. Additionally, this task will include contacting and providing the Invitation for Bids to potential contractors and material suppliers to ensure local firms are aware of the project. Reimbursement for the project advertisement(s) will be requested from the Sponsor as a pass-through cost during invoicing.

1.5 Consult with Prospective Bidders. During the bidding process, the Engineer will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.6 Review Bid Proposals. This Engineer will review all bid proposals submitted. An analysis of the bid prices and contractor's qualification for the work will be completed and tabulated. This information will be submitted to the Sponsor and UDOT.

1.7 Prepare Recommendation of Award. The Engineer will prepare a Recommendation of Award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

1.8 Review Construction Submittals. This task will consist of reviewing and approving material submittal data received from the contractor

1.9 Prepare Requests for Reimbursement. Requests for Reimbursement (RFR) will be submitted on a monthly basis to the Sponsor for review and approval prior to the Sponsor requesting reimbursement from UDOT.

1.10 Conduct Final Inspection and Prepare Clean-Up Item List. The Engineer, along with the Sponsor and UDOT (if available), will conduct the final inspection. The Engineer will check that the Contractor has removed all construction equipment and construction debris from the Airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

1.11 Prepare Final Construction Report and Summarize Project Costs. The Engineer will prepare the Final Construction Report. The report will include a summary of all administrative expenses, engineering fees and costs, and construction costs associated with the project and assemble a total project summary.

TASK 1 DELIVERABLES	TO STATE	TO SPONSOR
1.1 Meeting Agendas, Project Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.2 Scope of Work and Draft Contract for the Sponsor		✓
1.3 SCIP Scoping Document	✓	✓
1.4 Invitation for Bids sent to Newspaper and Potential Contractors		✓
1.6 Bid Tabulation	✓	✓
1.7 Recommendation of Award		✓
1.9 Requests for Reimbursement submitted to UDOT	✓	✓
1.10 Prepare Clean-Up Item List		✓
1.11 Final Construction Report	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.1 Initial Project Timeline and Scheduling	✈ St. George, UT One (1) Resident Engineer and one (1) Project Manager Assume One (1) hour via teleconference (2 meetings)
1.6 Bid Opening	✈ St. George, UT One (1) Project Manager Assume One (1) hour via teleconference (1 meeting)
1.10 Final Inspection and Punch List	✈ Halls Crossing, UT One (1) Construction Manager Assume will be done with the final inspection on the FAA AIP-016 project

2.0 Engineering Phase

2.1 Prepare Site Visit/Inventory. This task will include a site visit to count the number of cracks and inventory the work to be completed as part of the project.

2.2 Prepare Contract Documents. This task will include preparing the Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, and FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. Also included in the Contract Documents, and covered under separate tasks below, are the Technical Specifications and Special Provision. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.3 Prepare Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Phasing Sheet	1
Pavement Sealing Location and Details	1
Pavement Marking Plan & Details	3
Total Sheet Count	**5**

2.4 Prepare Technical Specifications. This task includes assembling the technical specifications necessary for the intended work. The standard specifications to be utilized will include, but not be limited to, the following:

- Item GP-105 Mobilization
- Item P-604 Coal Tar Seal Coat
- Item P-620 Runway and Taxiway Painting

2.5 Prepare Special Provisions. This task includes preparing the Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, and Liquidated Damages.

2.6 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

2.7 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

2.8 Coordinate Phases for Construction. The Engineer will coordinate project phasing with the Sponsor to minimize the impacts of the project on the airport users. The phasing will be included in the plans as part of the Contract Documents.

2.9 Plan Review – Sponsor and UDOT Aeronautics. Upon completion of the design, the Engineer will submit a set of Construction Plans, Contract Documents, and Technical Specifications to the Sponsor and UDOT Aeronautics for review prior to advertising for bids.

2.10 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced senior-level Professional Engineer.

Prior to the 100% review of Construction Plans, Contract Documents, and Technical Specifications being submitted to the Sponsor and UDOT Aeronautics, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Contract Documents, and Technical Specifications being submitted, by a licensed Engineer, other than the Engineer who performed the design of the project. Comments offered by the Engineer that performed the review and revisions to the Construction Plans, Contract Documents, and Technical Specifications will be made accordingly.

In addition to the 100% design review, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

2.11 Prepare and Submit Final Plans and Specifications. A final set of Construction Drawings (11" x 17"), Technical Specifications and Contract Documents will be prepared and submitted to UDOT and the Sponsor. These documents will incorporate all revisions, modifications and corrections determined during the UDOT and Sponsor final review. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO STATE	TO SPONSOR
2.2 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.9 Construction Plans, Specifications and Contract Documents	✓	✓
2.11 Final Construction Plans, Specifications and Contract Documents	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.1 Site Visit / Inventory	✈ Cal Black, UT One (1) Associate Engineer Assume Travel to/from St. George UT, to Halls Crossing, UT, with one overnight stay for Associate Engineer for site visit.
2.9 Plan Review with Sponsor and UDOT Aeronautics	✈ St. George, UT One (1) Resident Engineer and one (1) Project Manager Assume one (1) hour via teleconference (1 meeting)

PART B – CONSTRUCTION INSPECTION SERVICES consists of on-site construction management services throughout the duration of the project, invoiced on a lump-sum basis.

3.0 Construction Inspection Phase

This phase will consist of providing one, full-time Construction Manager. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **2 working days** to complete construction of the project.

3.1 Provide Resident Engineering. The Construction Manager will be on-site full time and will work approximately **12 hours per day.** It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of their shift and that total inspection on-site time is anticipated to be **2 working days.** Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

- ✈ Review and approve construction submittals, consisting of the plans and material submittal data received from the Contractor.
- ✈ Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- ✈ Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- ✈ Prepare and process change orders.
- ✈ Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- ✈ Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's

records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.

- Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist. Verify that restricted areas, roads, staging areas, etc. are all remaining within the areas cleared under environmental documentation.
- Conduct a final inspection that will check that the Contractor has removed all construction equipment and construction debris from the Airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

TASK 3 DELIVERABLES	TO STATE	TO SPONSOR
3.1 Monthly Pay Application	✓	✓
3.1 Pay Request/Quantity Review Documentation		✓
3.1 Change Orders/Supplemental Agreements	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.1 Resident Engineering	✈ Cal Black, UT One (1) Associate Engineer Assume Travel to/from St. George UT, to Halls Crossing, UT, with one overnight stay for Associate Engineer for field inspection (two trips)

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Construction Inspection Services**.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. Each trip is included at the end of each phase above.

2. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

3. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate state funded and locally funded bid schedules. Splitting the project into two bid packages will result in additional costs.

4. All engineering work will be performed using accepted engineering principles and practices and quality products that meet or exceed industry standards will be provided. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design* and related circulars. Project planning, design and construction will further conform to all applicable national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

5. The Engineer will utilize the following plan standards for the project:

   - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
   - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
   - All plans will be stamped and signed by a registered Utah Professional Engineer.

6. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

   - The project manual Contract Documents will be developed jointly by the Sponsor, UDOT Aeronautics and the Engineer.
   - The Engineer is responsible for developing the contents of the document.
   - FAA General Provisions and required contract language will be used.

7. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards for a period of three years after the project is closed out by UDOT.

8. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

9. It is assumed that a project audit will not be performed. If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit. This work will be negotiated with the Sponsor, should the need occur, and payment will be on a time and material basis.

AIRPORT: CAL BLACK MEMORIAL AIRPORT
UDOT PROJECT NUMBER: XXXXXX
PROJECT NAME: PAVEMENT MAINTENANCE
DATE: DECEMBER 11, 2020

JVIATION

Item 13.

FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Administration Phase (Lump Sum)			
Principal	1 hrs. x	$ 275.00 /hr = $	275.00
Project Manager V	1 hrs. x	$ 240.00 /hr = $	240.00
Quality Control Manager	0 hrs. x	$ 215.00 /hr = $	-
Project Manager IV	18 hrs. x	$ 205.00 /hr = $	3,690.00
Construction Manager II	4 hrs. x	$ 150.00 /hr = $	600.00
Electrical Engineer I	0 hrs. x	$ 115.00 /hr = $	-
Engineer III	0 hrs. x	$ 155.00 /hr = $	-
Designer II	0 hrs. x	$ 160.00 /hr = $	-
CADD Tech II	0 hrs. x	$ 105.00 /hr = $	-
Associate Engineer II	35 hrs. x	$ 115.00 /hr = $	4,025.00
Surveyor	0 hrs. x	$ 115.00 /hr = $	-
Project Coordinator II	17 hrs. x	$ 120.00 /hr = $	2,040.00
Support II	2 hrs. x	$ 80.00 /hr = $	160.00
SUBTOTAL	**78** hrs.	**SUBTOTAL** $	11,030.00
Reimbursables			
Auto Rental	2 Day x	$ 70.00 /Day= $	140.00
Mileage	800 Mi x	$ 0.575 /Mi= $	460.00
Lodging + Tax & Fees	1 Day x	$ 110.00 /Day= $	110.00
Per Diem	2 Day x	$ 55.00 /Day= $	110.00
Travel & Airline Costs	0 Trip x	$ 500.00 /Trip= $	-
		SUBTOTAL $	**820.00**
		SUBTOTAL $	**11,850.00**

LABORHOUR BREAKDOWN

TASK		LABOR CATEGORY									
		Principal	Project Manager V	Quality Control Manager	Project Manager IV	Construction Manager II	CADD Tech II	Associate Engineer II	Project Coordinator II	Support II	Phase Item Costs
1.0	**Administration Phase (Lump Sum)**										
1.1	Coordinate and Attend Meetings w/ the Sponsor and UDOT Aeronautics				2	2					$ 710.00
1.2	Prepare Project Scope of Work and Contract	1	1		1			4	4		$ 1,660.00
1.3	Prepare SCIP Scoping Document				1			2			$ 435.00
1.4	Advertise for Bids				1			2	4	1	$ 995.00
1.5	Consult with Prospective Bidders				2			4			$ 870.00
1.6	Review Bid Proposals				2			2	2		$ 880.00
1.7	Prepare Recommendation of Award				1			2	1	1	$ 635.00
1.8	Review Construction Submittals				2						$ 410.00
1.9	Prepare Requests for Reimbursement				2			3	6		$ 1,475.00
1.10	Conduct Final Inspection and Prepare Clean-Up Item List				2	2					$ 710.00
1.11	Prepare Final Construction Report and Summarize Project Costs				2			16			$ 2,250.00
	TOTALS	**1**	**1**	**0**	**18**	**4**	**0**	**35**	**17**	**2**	$ 11,030.00

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Engineering Phase (Lump Sum)			
Principal	0 hrs. x	$ 275.00 /hr = $	-
Project Manager V	1 hrs. x	$ 240.00 /hr = $	240.00
Quality Control Manager	4 hrs. x	$ 215.00 /hr = $	860.00
Project Manager IV	12 hrs. x	$ 205.00 /hr = $	2,460.00
Construction Manager II	0 hrs. x	$ 150.00 /hr = $	-
Electrical Engineer I	0 hrs. x	$ 115.00 /hr = $	-
Engineer III	0 hrs. x	$ 155.00 /hr = $	-
Designer II	0 hrs. x	$ 160.00 /hr = $	-
CADD Tech II	13 hrs. x	$ 105.00 /hr = $	1,365.00
Associate Engineer II	46 hrs. x	$ 115.00 /hr = $	5,290.00
Surveyor	0 hrs. x	$ 115.00 /hr = $	-
Project Coordinator II	12 hrs. x	$ 120.00 /hr = $	1,440.00
Support II	0 hrs. x	$ 80.00 /hr = $	-
Intern	0 hrs. x	$ 60.00 /hr = $	-
SUBTOTAL	**88** hrs.	**SUBTOTAL** $	11,655.00
Reimbursables			
Auto Rental	1 Day x	$ 70.00 /Day= $	70.00
Mileage	800 Mi x	$ 0.575 /Mi= $	460.00
Lodging + Tax & Fees	0 Day x	$ 116.00 /Day= $	-
Per Diem	1 Day x	$ 55.00 /Day= $	55.00
Travel & Airline Costs	0 Trip x	$ 500.00 /Trip= $	-
		SUBTOTAL $	**585.00**
		SUBTOTAL $	**12,240.00**

TASK		LABOR CATEGORY									
		Principal	Project Manager V	Quality Control Manager	Project Manager IV	Construction Manager II	CADD Tech II	Associate Engineer II	Project Coordinator II	Support II	Phase Item Costs
2.0	**Engineering Phase (Lump Sum)**										
2.1	Site Visit/Inventory							16			$ 1,840.00
2.2	Prepare Contract Documents				1			8	4		$ 1,605.00
2.3	Prepare Plans										$ -
	Phasing Sheet (Sheets: 1)				1		4	2			$ 855.00
	Pavement Sealing Location and Details (Sheets: 1)				1		2	1			$ 530.00
	Pavement Marking Plan & Details (Sheets: 3)				1		3	3			$ 865.00
2.4	Prepare Technical Specifications				1			4	2		$ 905.00
2.5	Prepare Special Provisions				1				2		$ 445.00
2.6	Calculate Estimated Quantities				1			4			$ 665.00
2.7	Prepare Estimate of Probable Construction Cost				1			2			$ 435.00
2.8	Coordinate Phases for Construction				1			2			$ 435.00
2.9	Plan Review - Sponsor and UDOT Aeronautics		1		2						$ 650.00
2.10	In-House Quality Control			4							$ 860.00
2.11	Prepare and Submit Final Plans and Specifications				1		4	4	4		$ 1,565.00
											$ -
	TOTALS	**0**	**1**	**4**	**12**	**0**	**13**	**46**	**12**	**0**	$ 11,655.00

Labor Category	Total Hours	Billing Rate	Total Cost
3.0 Construction Inspection Phase (Lump Sum)			
Principal	0 hrs. x	$ 275.00 /hr = $	-
Project Manager V	0 hrs. x	$ 240.00 /hr = $	-
Quality Control Manager	0 hrs. x	$ 215.00 /hr = $	-
Project Manager IV	0 hrs. x	$ 205.00 /hr = $	-
Construction Manager II	48 hrs. x	$ 150.00 /hr = $	7,200.00
CADD Tech II	0 hrs. x	$ 105.00 /hr = $	-
Associate Engineer II	0 hrs. x	$ 115.00 /hr = $	-
Project Coordinator II	0 hrs. x	$ 120.00 /hr = $	-
Support II	0 hrs. x	$ 80.00 /hr = $	-
SUBTOTAL	**48** hrs.	**SUBTOTAL** $	7,200.00
Reimbursables			
Auto Rental	2 Day x	$ 70.00 /Day= $	140.00
Mileage	1600 Mi x	$ 0.575 /Mi= $	920.00
Lodging + Tax & Fees	3 Day x	$ 120.00 /Day= $	360.00
Per Diem	3 Day x	$ 55.00 /Day= $	165.00
Travel & Airline Costs	0 Trip x	$ 500.00 /Trip= $	-
		SUBTOTAL $	**1,585.00**
		SUBTOTAL $	**8,785.00**

TASK		LABOR CATEGORY									
		Principal	Project Manager V	Quality Control Manager	Project Manager IV	Construction Manager II	CADD Tech II	Associate Engineer II	Project Coordinator II	Support II	Pha
3.0	**Construction Inspection Phase (Lump Sum)**										
3.1	Provide Resident Engineering					48					$ 7,200.00
	TOTALS	**0**	**0**	**0**	**0**	**48**	**0**	**0**	**0**	**0**	$ 7,200.00

Item 13.

	Phase Fee	Reimbursable Costs	Total Cost
PART A - ENGINEERING AND ADMINISTRATION SERVICES (LUMP SUM)			
1.0 Administration Phase (Lump Sum)	$ 11,030.00	$ 820.00	$ 11,850.00
2.0 Engineering Phase (Lump Sum)	$ 11,655.00	$ 585.00	$ 12,240.00
SUBTOTAL	$ 22,685.00	$ 1,405.00	$ 24,090.00
PART B - CONSTRUCTION INSPECTION SERVICES (LUMP SUM)			
3.0 Construction Inspection Phase (Lump Sum)	$ 7,200.00	$ 1,585.00	$ 8,785.00
SUBTOTAL	$ 7,200.00	$ 1,585.00	$ 8,785.00
TOTAL			**$ 32,875.00**

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Southeastern Utah Regional Transportation Plan Review, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: N/A

SUMMARY

In November of 2019, the Commission executed a contract in partnership with Moab, Grand County, Utah School and Institutional Trust Lands Administration (SITLA), and Utah Department of Transportation (UDOT) for a Southeastern Utah Regional Transportation Plan. The draft version of that plan is now available at: https://storymaps.arcgis.com/stories/c88e2a05a7e64d2ea5a646041d4e7975 for the public's review and comments.

The purpose of the plan is a transportation planning effort between all parties in recognition that solutions to maintaining/improving quality of life, economic success, and mobility in the wider region requires collaboration. The study proposes short-term solutions that fit in a long-term framework and recognizes significant interactions between the transportation systems, development patterns, and economic development opportunities. This plan also provides long range regional transportation plans with a planning horizon for 2050. For San Juan County, part of this includes the vision of a frontage road system to help eliminate traffic hazards and the potential for a freight truck traffic parking along US-191 as a result of the Moab street widening project.

The County was represented in a steering group comprised of Commissioner Adams, Natalie Randall, Sean and Nancy Campbell of St. Dane's Cabins, and Ryan Holyoak representing LeGrand. We also want to thank them for their assistance in representing San Juan County during this process.

HISTORY/PAST ACTION

November 2019, the County executed the original agreement and contract the aforementioned parties.

FISCAL IMPACT

$5,000 is the County's Commitment.

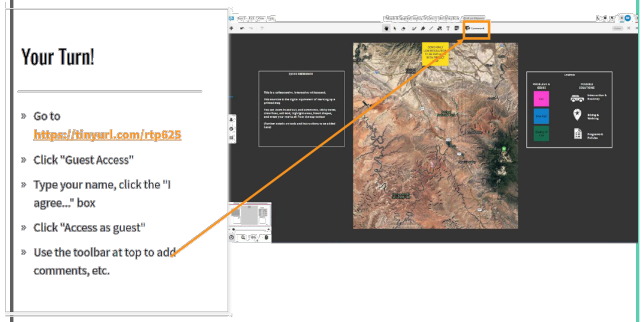
Moab & Spanish Valley Regional Transportation Plan

Stakeholder Committee Meetings

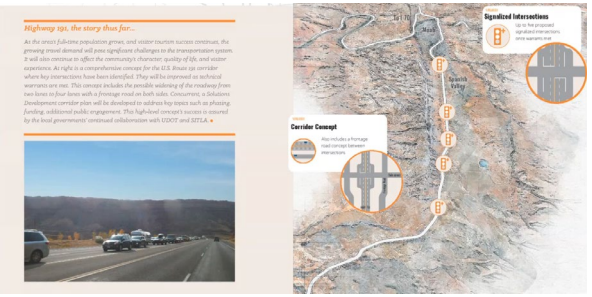
Identifying the mobility challenges

What WORDS would you use to describe the most pressing transportation issue facing the Moab & Spanish Valley region in the FUTURE (apart from COVID-19)?

Discussing problems & potential solutions



Discussing the draft project list



Discussing opportunities for implementing this RTP

Apr. 2020 → **June 2020** → **Nov. 2020** → **Mar. 2021**

Project Screening Process

Stakeholder Coordination to Develop Initial List of Solutions

- 90 Potential Solutions

→

Determining Regional vs. Local Projects

- 48 Potential Projects

→

Applying UDOT Project Prioritization Process

- 23 Projects

→

Applying Plan Criteria & Targeted Input from Stakeholder Committee

- 14 Projects

→

Obtaining Community Feedback on Refined Project List

→

Final Project List

Implementation Phasing

Proj. Number	Project	Implementation Phasing
2	SR-128 Multiuse Path Extension Study	Short
3	Separated Trail System along Spanish Valley Drive	Short
4	Widen and update Kane Creek Road, including bike lanes	Short
8	SR 128 Corridor Study and Improvements	Short
9	Intersection Improvement for 200 N & Main Street	Short
10	Electronic message board system for congestion, parking, special notices	Short
11	Transit/Shuttle study including intercity bus service to Wasatch and Grand Junction	Short
12	Pilot Shuttle Project	Short
13	Plan for Mill Creek Parkway continuation	Short
5	Frontage Road system from Mill Creek to Resource Boulevard (Phase 1)	Short-Medium
16	Southbound passing lane	Short- Medium
18	Northbound passing lane	Short- Medium
17	Northbound passing lane	Short – Medium
15	Southbound passing lane	Short - Medium
1	US-191 west multimodal path to connect visitor (and other) businesses well west of highway	Medium
5	Frontage Road system from Mill Creek to south Spanish Valley (Phase 2)	Medium
14	RV / Truck Parking Facility	Medium
6	Multi-modal transfer center near airport	Medium to Long
7	Potential Moab Bypass	TBD (continued community dialogue and possible NEPA)

Implementation Phasing

Proj. Number	Project	Implementation Phasing
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17	Northbound passing lane	Short – Medium
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6	Multi-modal transfer center near airport	Medium to Long
7	Potential Moab Bypass	TBD (continued community dialogue and possible NEPA)

Moving Forward

Periodic check ins with UDOT

Form a Rural Planning Organization

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Draft Historic Property Treatment Plan Canyon Rims Travel Management Plan, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve letter of comment

SUMMARY

BLM has prepared a draft Historic Property Treatment Plan for three historic sites that could be potentially impacted by implementation of the Canyon Rims Travel Management Plan. Proposed treatments include redirection of pedestrian trails to the sites, blockage of user created vehicle pullout areas, signage, public outreach and education and monitoring of the sites. As a Cooperating Agency and Consulting Party, San Juan County has an opportunity to comment on the draft Treatment Plan. The attached letter contains the County's comments.

HISTORY/PAST ACTION

San Juan County has participated in the development of the Canyon Rims Travel Management Plan and the Section 106 process on consideration of historic properties potentially impacted by implementation of this plan.

FISCAL IMPACT

None

SAN JUAN COUNTY COMMISSION

Willie Grayeyes Chairman
Kenneth Maryboy Vice-Chair
Bruce Adams Commissioner
Mack McDonald Administrator

April 6, 2021

Ms. Nicollee Gaddis-Wyatt
Field Manager, Moab Field Office
Bureau of Land Management
Moab, Utah 84532

Re: Finding of Adverse Effect and Draft Historic Property Treatment Plan for Canyon Rims Travel Management Plan

Dear Ms. Gaddis-Wyatt:

Thank you for your March 8, 2021, letter concerning the finding of effect and the Draft Historic Property Treatment Plan for the Canyon Rims Travel Management Plan.

We appreciate that tribes and other consulting parties provided additional information on historic sites and based on this information you have revised your initial finding of "no adverse effect" to a potential "adverse effect" on three historic properties within the travel management area.

We have reviewed the Draft Historic Property Treatment Plan and find that the proposed treatments to avoid, minimize and mitigate potential impacts to the three historic sites are reasonable, comprehensive and consistent with policies and objectives in the San Juan County Resource Management Plan. We have no additional information to add to the draft plan and concur with the plan.

Thank you for this opportunity to comment.

Sincerely,

Willie Grayeyes
Chairman

PO BOX 9 - 117 South Main Street - Monticello, Utah 84535-0009 - 435-587-3225 - Fax 435-587-244

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Beaver Creek Restoration Project, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve letter of comment

SUMMARY

The Forest Service has proposed a restoration project in Beaver Creek NE of La Sal. The project consists of improving sections of Forest roads with rock material, installation of beaver analog dams in Beaver Creek, hardening of the Beaver Creek road crossing and installation of a fence and locked gate and boulders to block public access to two Forest roads. The two roads to be closed are currently designated for public travel on the current Forest Travel Plan and they provide public access for hunting, camping, hiking, motorized recreational use and other uses. The proposed closure would be inconsistent with San Juan County travel planning. The County would like to explore other options to road closure with the Forest Service. The Forest Service has offered a 30 day comment period on the proposal ending April 10.

The attached letter contains comments on this proposed restoration.

HISTORY/PAST ACTION

Vehicle traffic at the Beaver Creek crossing has caused erosion such that the creek now flows down a section of road causing downcutting of the road surface.

FISCAL IMPACT

Unknown at this time.

USDA United States Department of Agriculture
Forest Service
Manti-La Sal National Forest
Moab Ranger District
62 East 100 North, PO Box 3
Moab, UT 84532
Phone: 435-259-7155
Fax: 435-259-7737

File Code: 1950 - 2500
Date: March 8, 2021

OPPORTUNITY TO COMMENT:
The Forest Service is seeking information and comments from Federal, State, and local agencies as well as individuals and organizations that may be interested in, or affected by the proposed **Beaver Creek Restoration project**. Comments must be submitted to the Forest Service within 30 days following publication of the Notice of Proposed Action in the Moab *Times-Independent*. published Mar. 10, 2021
To address the impacts on Beaver Creek in a timely manner, the scoping comment period has been combined with the 30-day comment period on the Proposed Action. Another comment period is not expected to occur before the draft decision is released, so it is important that we get your input at this time.

LOCATION:
The Beaver Creek Restoration project is located on the southeastern side of the La Sal Mountains, approximately 6 miles northeast of the town of La Sal. The entirety of the project is within San Juan County, Utah and is located in sections 4, 5, and 9 of Township 28 South, Range 25 East.

PURPOSE AND NEED: D5037
Over the past several years, NFS road 4732 that crosses Beaver Creek has experienced excessive erosion. As vehicles drive through the creek, water is rapidly dispersed onto the dry road surface adjacent to the creek. Over time, this repetitive action of dispersing water and tires loosening the soil, has removed sediment from the road. The long-term impacts of these actions has resulted in the road profile being down-cut approximately two feet and extended for approximately 100 feet. The eroded section of road has now allowed Beaver Creek to divert down the road to the very end of the down-cut section. Currently, when vehicles drive through the creek, they are now driving in the newly formed channel with their vehicles submerged approximately 2 feet for the entire 100 foot section. With the action of driving through this section of creek and the erosive soil properties of the current road profile, sedimentation and erosion are only being exacerbated. There is a need to restore this stream section to preserve the sensitive fish habitat, riparian habitat, and water quantity/quality.

PROPOSED ACTION: D50374 D5040

1. NFS road 4731 that is currently designated as 4x4, would be improved from the Upper Two-Mile road to the Beaver Creek crossing to allow for machinery with road fill to access the site.
2. Road fill would be placed in the eroded road section (4732) D5037 to restore it to its previous dimensions. Gravel and cobble would be used to harden the stream crossing and to restore native (Greenback or Colorado River) cutthroat trout habitat.
3. Three Beaver Dam Analogs (BDA) would be placed upstream of the stream crossing to facilitate the restoration of the stream by slowing water velocities, increasing water quality, and providing for fish and riparian habitat. BDAs will be constructed by driving six-foot, non-treated posts into the channel with a hydraulic post pounder. The posts create a foundation for weaving, and tie the structure to the stream bed. Material for weaving will be juniper bows collected from nearby lop and scatter projects.

D5037 D5038

4. Change NFS road 4732/4733 from an NFS road to an NFS administrative road. The 4x4 road would be closed to the public just before the stream crossing, approximately 1.2 miles before the road dead-ends at a livestock/irrigation pond. To enforce the change to an administrative road, a fence approximately 200 feet long and gate would be installed just before the stream crossing. Access would still be permitted to personnel that have a need to maintain water rights, such as maintaining irrigation ditches and ponds.
5. The meadows adjacent to the stream crossing would be lined and blocked with boulders to discourage motorized users from creating new routes through the creek.

To review maps for the project, please visit our Beaver Creek Restoration EA Project webpage at: https://data-stga.ecosystem-management.org/nepaweb/nepa_project_exp.php?project=59612

PROVIDING COMMENTS

Written comments should be submitted to:

Louis (Ted) Neff, Deputy District Ranger
Moab Ranger District
62 East 100 North, P.O. Box 386
Moab, UT 84532.

Electronic comments must be submitted in rich text format (.rtf) or Word (.doc or .docx) to comments-intermtn-manti-lasal-moab-monticello@usda.gov. Comments submitted by email should have the subject line of Beaver Creek Restoration project; included with your name, address, telephone number, organization represented (if any), and specific facts and supporting reasons for us to consider in the analysis. Anyone who comments in writing will remain on the project mailing list throughout the project.

Upon completion, the Environmental Assessment and a draft decision will be made available to those shareholders who submitted comments and those who previously requested to be included on this project's mailing list. This and other information will be located at: https://data-stga.ecosystem-management.org/nepaweb/nepa_project_exp.php?project=59612

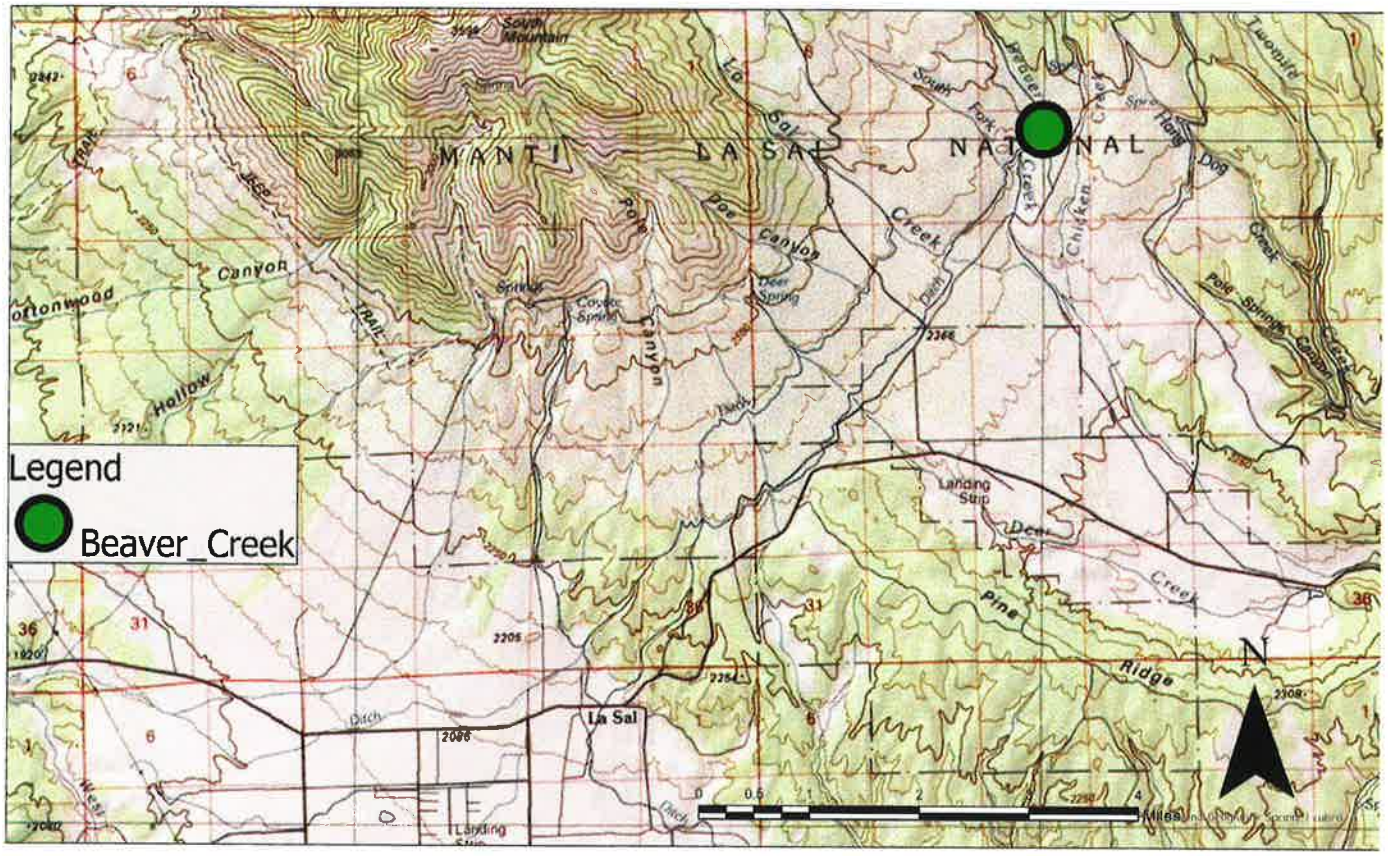
The Moab-Monticello Ranger District will publish legal notice of the opportunity to object to this proposed project in the newspaper of record, *Times-Independent.*
Individuals and organizations wishing to be eligible to object must meet the information requirements of 36 CFR 218 Subparts A and B.

If you require more information, you may contact Daniel Lay, Team Lead, at the Moab Ranger District Office, phone: (435) 636-3547 or email: daniel.c.lay@usda.gov.

Sincerely,

Ted Neff

LOUIS (TED) NEFF
Deputy District Ranger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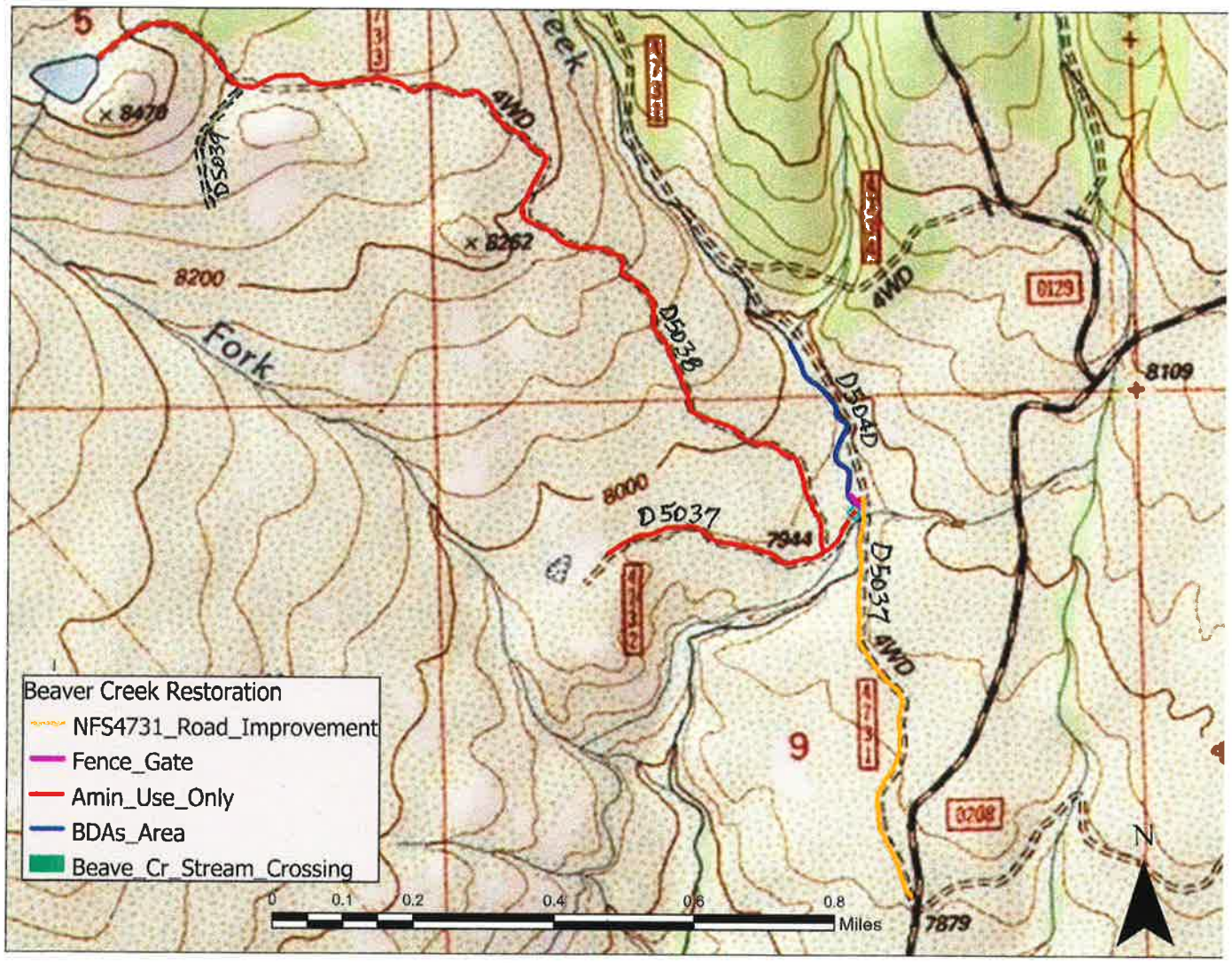
Beaver Creek Restoration
NFS4731_Road_Improvement
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Amin_Use_Only
BDAs_Area
Beave_Cr_Stream_Crossing
0 0.1 0.2 0.4 0.6 0.8 Miles
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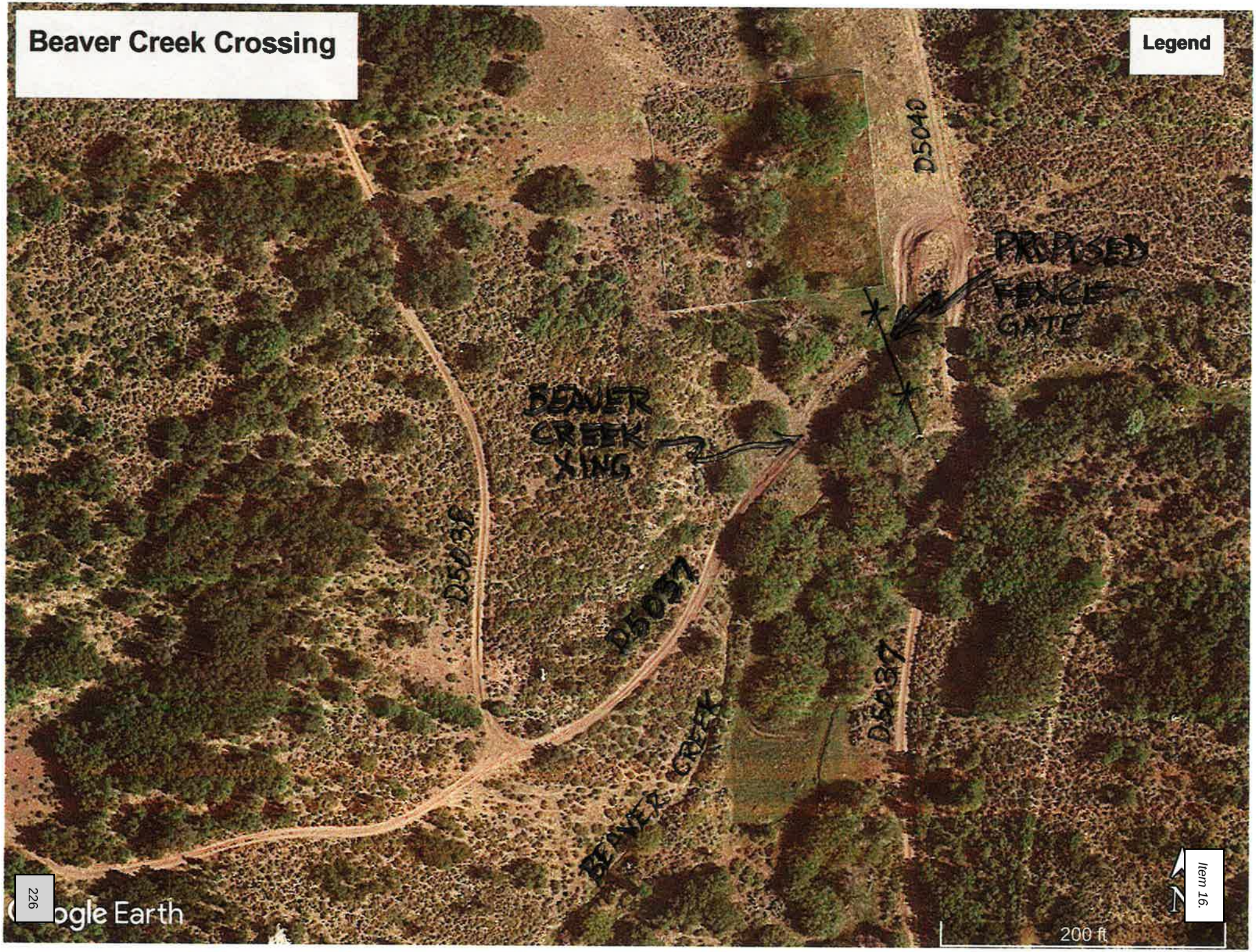

Beaver Creek Crossing
Legend
D5040
PROPOSED
FENCE
GATE
BEAVER
CREEK
XING
D5036
D5037
D5037
BEAVER CREEK
200 ft
N
Google Earth

SAN JUAN COUNTY COMMISSION

Willie Grayeyes Chairman
Kenneth Maryboy Vice-Chair
Bruce Adams Commissioner
Mack McDonald Administrator

April 6, 2021

Ted Neff, Deputy District Ranger
Moab Ranger District
62 East 100 North
PO Box 386
Moab, UT 84532

Re: Beaver Creek Restoration Project Proposal

Dear Mr. Neff:

We appreciate that the Forest Service is proposing corrective actions to restore Beaver Creek and an eroded section of a Forest/County road on the southern slopes of the La Sal Mountains. The proposed addition of fill material to County Road D5037 (Forest Road 4732), hardening of the road crossing in Beaver Creek and the addition of beaver dam analogs in Beaver Creek would all improve road condition and public access as well as improve fishery habitat and water quality.

However, we have concerns about the proposed closure and locked public access of County Roads D5037, D5038 and D5039 (Forest Roads 4732 and 4733). We don't understand the rationale for closing these roads after the proposed improvements to the Beaver Creek crossing and nearby roads are completed. The proposed change to administrative use only for these roads would severely limit the public's use of forest lands in this area. These roads currently provide public access for hunting, camping, hiking, exploring, recreational driving and Native American uses of this area. These roads have been open to public use for decades and were approved for public use through at least two Forest Service travel planning processes.

Closure of these roads would be inconsistent with the objectives and policies in the San Juan County Resource Management Plan which provides for an extensive transportation network throughout the County for commercial, recreational and other uses.

We would like to collaborate with you to consider other alternatives to closure of these roads. We are open to pool our resources with yours to solve any issues that may be associated with public uses of these roads. We recommend that you postpone your decision on this proposed action until we can meet with you to consider other options. We look forward to working with you on this matter.

Sincerely,

Willie Grayeyes
Chairman

PO BOX 9 - 117 South Main Street - Monticello, Utah 84535-0009 - 435-587-3225 - Fax 435-587-244

SAN JUAN COUNTY

COMMISSION STAFF REPORT

MEETING DATE: April 06, 2021

ITEM TITLE, PRESENTER: Public Hearing for D Road Closure – Todd Adair – Road Department Superintendent

RECOMMENDATION: Close Roads at the private property line

SUMMARY

The petition to close portions of D1834 and D5307 will not restrict public access to public land. The portions of the roads on public land will remain open. The Public Notice has been advertised in the San Juan Record and posted on the Utah Public Notice Website for four (4) weeks. Letters were delivered to affected interest holders/adjacent property owners.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

N/A

SAN JUAN COUNTY

ROAD DEPARTMENT
P.O. Box 188 | 885 East Center St | Monticello, Utah 84535
(435) 587-3230 | Fax: (435) 587-2771

March 8, 2021

To Whom It May Concern,

The San Juan County Commission has been petitioned by Sharon Fiscus to vacate D Roads that end on her property. The proposed road closures are as follows:

D1834 – 0.914 Mile
D5307 – 0.144 Mile

This road segments would be removed from the San Juan County Road Map and Travel Plan as a public road if this petition is approved.

As an affected interest holder or adjacent property owner, I would like to inform you of the request and the scheduled Public Hearing to discuss and determine the action. Please review the attachments included as to the location of the road. As stated in the Public Notice you may comment in person or in writing if you have any objection or concern with the action. If you no longer have any interest in the property please forward this letter to the current owner.

Thank You,

Todd Adair – Road Superintendent
San Juan County Road Department

SAN JUAN COUNTY

ROAD DEPARTMENT
P.O. Box 188 | 885 East Center St | Monticello, Utah 84535
(435) 587-3230 | Fax: (435) 587-2771

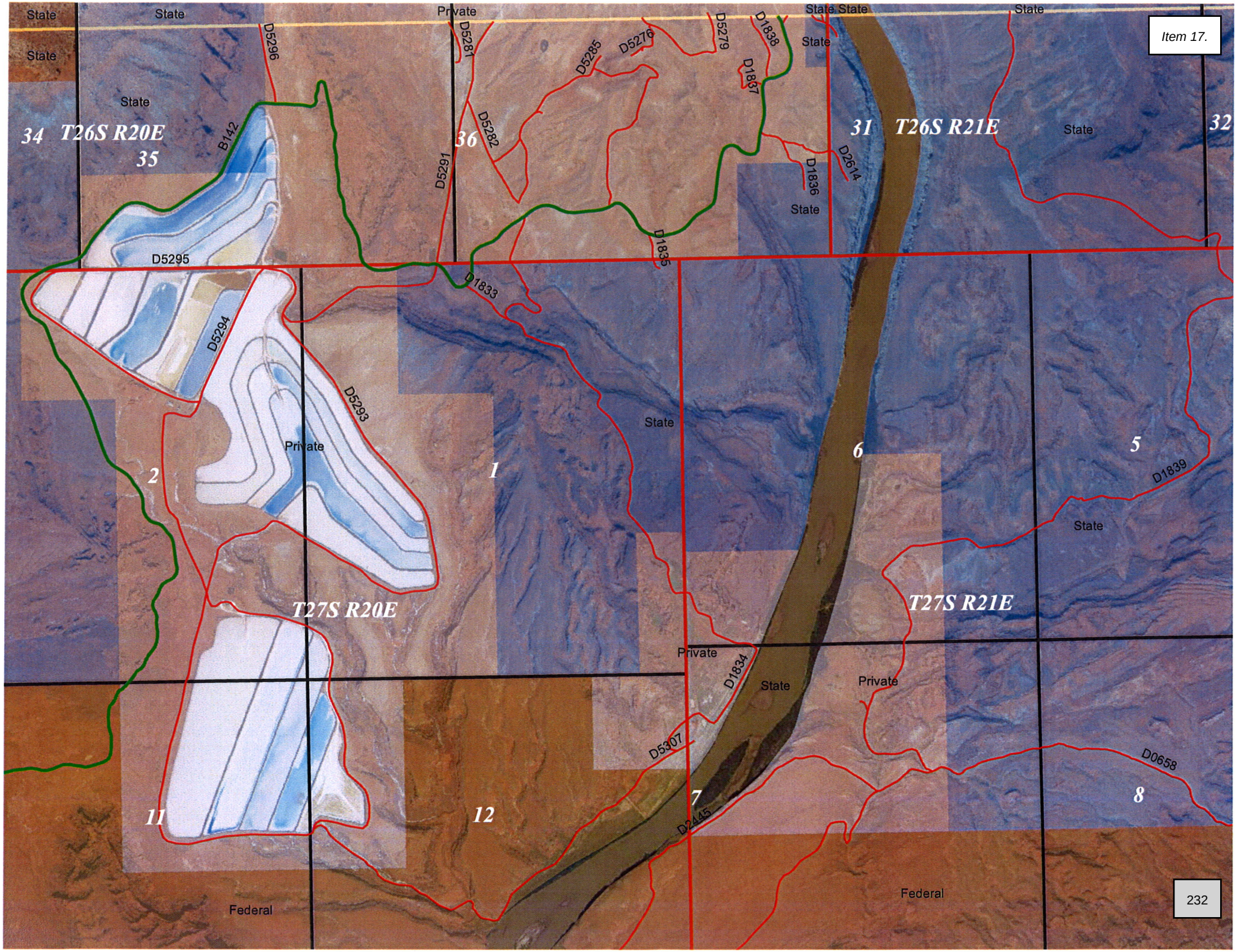
NOTICE OF PUBLIC HEARING

Board of San Juan County Commissioners, Utah

Public Notice is hereby given that on April 6, 2020, the Board of San Juan County Commissioners, Utah, will hold and conduct a public hearing to receive input from the public with respect to the vacation of roads in San Juan County, Utah. County D Road D-1834 is located in Section 1&12, Township 27 South, Range 20 East, Section 6&7, Township 27 South, Range 21 East, Salt Lake Base and Meridian. The road segment beginning 1.176 miles from B142 – Schafer Basin intersection and terminates at the end of the road at the intersection with D-5307 for a total of 0.914 miles. County D Road D-5307 is located Section 12, Township 27 South, Range 20 East, and Section 7, Township 27 South, Range 21 East, Salt Lake Base and Meridian. The road segment beginning 1.186 miles from the intersection of D-5294 and D-5293 and terminates 0.144 miles at the end of the road for a total of 0.144 miles. The petition is brought by the private property owner pursuant to *Utah State Code 72-3-108 – County Roads – Vacation and Narrowing.*

The Public Hearing will be held at 11:00 a.m. on Tuesday, April 6, 2021 in the Commission Chambers of the San Juan County Administration Building located at 117 South Main Street, Monticello, Utah 84535. All members of the public are invited to attend and participate in the public hearing. To join electronically, please use the following link: https://us02web.zoom.us/j/82064982535 or join via One tap mobile +16699006833,,82064982535# US (San Jose). Prior to the public hearing, written comments may be submitted to the Board of Commissioners, P.O. Box 9, 117 South Main Street, Monticello, Utah 84535

Published March 10,17,24,31 of 2021 in the San Juan Record.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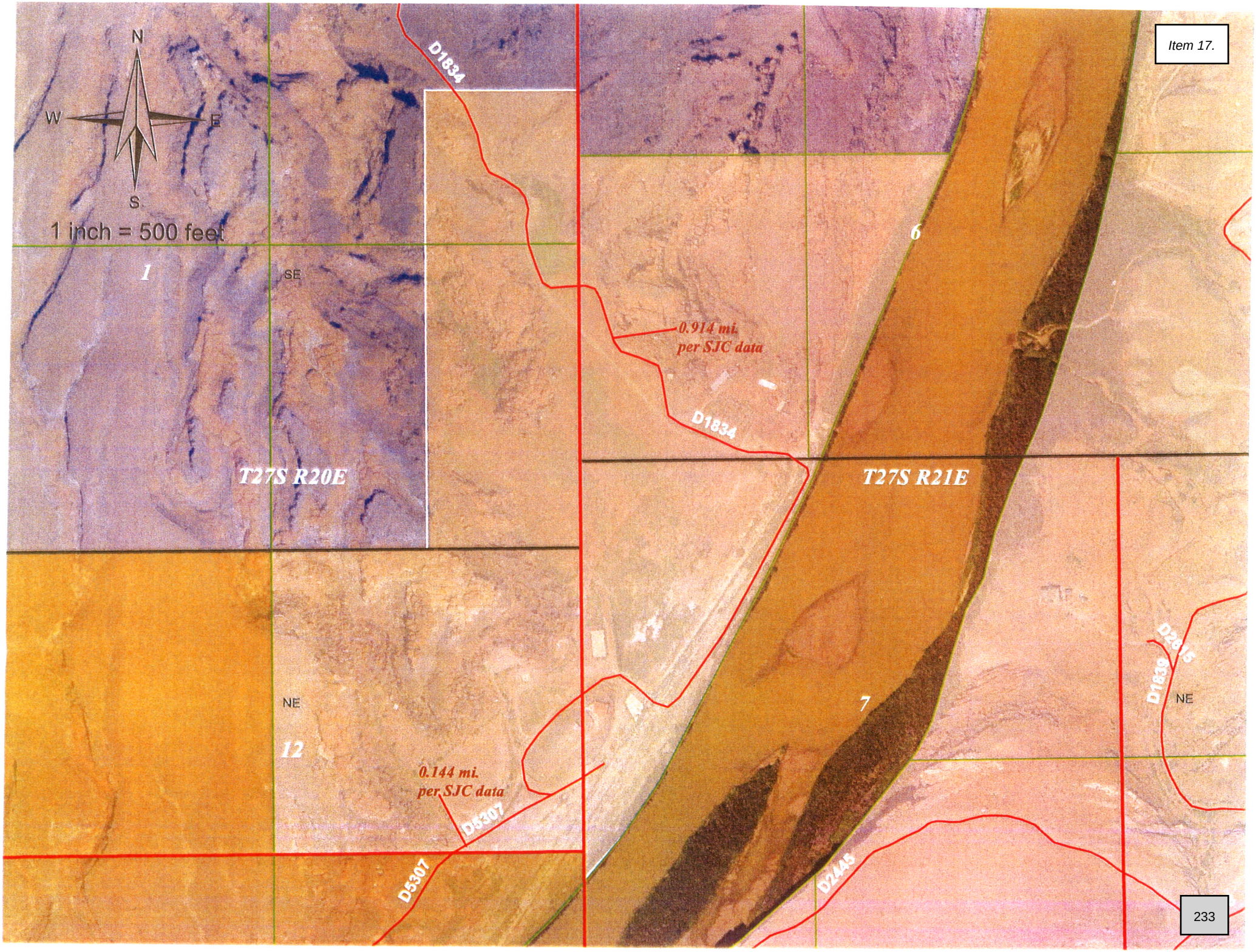
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per SJC data
D5307
D5307
7
D2445
D1839
D2815
NE

Item 17.

SAN JUAN COUNTY

Adair, Todd <tadair@sanjuancounty.org>

Fwd: Road Closure on Private Property

1 message

Wed, Mar 31, 2021 at 9:25 AM

To: "Adair, Todd" <tadair@sanjuancounty.org>

T.J.
I am forwarding the email of support from Bryan representing the Utah state lands neighboring property.

Best regards

Thanks for the update and the clarification both on the phone and via this email.

SITLA is fine with the closure of the roads on the private property. We appreciate the clarification that the roads on SITLA lands would remain open to the public. SITLA prefers public access to it adjoining lands and we are glad that public access on our property will remain unchanged if this is approved by the county.

There is an illegal locked gate on this same road that needs to be removed from SILTA lands and it needs to be placed on the private property where the proposed road will be closed to the public. This needs to be done ASAP and it needs to be done even if your proposed road vacation is denied by the county.

In conclusion, we are supportive of the road vacation on the private properties and we wish you the best wishes in your endevors.

Thanks,

Bryan W. Torgerson
Resource Specialist
Trust Lands Administration
217 East Center Street, #230
Moab, UT 84532
435-259-7417 Office
435-259-9565 Cell
bryantorgerson@utah.gov

Emails to and from this email address may be considered public records and thus subject to Utah GRAMA requirements.

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

JASON E. DAVIS, P.E.
Deputy Director of Engineering and Operations

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

March 22, 2021

Road Superintendent
San Juan County Road Dept.
PO Box 188
885 East Center Street
Monticello, UT 84535

RE: Proposal to Vacate or Privatize Existing Class D Roads in San Juan County

Dear Mr. Adair:

Thank you for your letter dated March 8, 2021 regarding a request for San Juan County to vacate or privatize existing Class D roads within the county located on the following properties:

1. A segment of D1834 – Sections 1&2, Township 27 South, Range 20 East and Section 6&7, Township 27 South, Range 21 East, Salt Lake Base and Meridian; the road segment beginning 1.176 miles from B142 – Schafer Basin intersection and terminates at the end of the road at the intersection with D5307; approximately 0.914 miles in length.
2. A segment of D5307 – Section 12, Township 27 South, Range 20 East and Section 7 Township 27 South, Range 21 East, Salt Lake Base and Meridian; the road segment beginning 1.186 miles from the intersection of D5294 and D5293 and terminates 0.144 miles at the end of the road; approximately 0.144 miles in length.

The Utah Department of Transportation (UDOT) has reviewed the proposal and Charles Stormont, Director of Right-of-Way, has provided the following response:

"As co-owner of Class D roads, see Utah Code 72-1-105, we appreciate the opportunity to provide a response to your inquiry. After review of the petition, it appears that access to public lands will remain available if the petition is granted. However, how those lands can be accessed will be changed. Pursuant to Utah Code 72-7-103 "...a highway authority may not close a legal access to a public highway, unless: (a) the property has reasonably equivalent access to the public highway after the legal access is closed; or (b) the highway authority acquires the legal point of access by gift, agreement, purchase, or eminent domain."

In light of this statute, we encourage the San Juan County Commission to carefully consider whether it believes that there will remain "reasonably equivalent access to the public highway" for other property in the area that may have previously relied on these routes for access. If the Commission concludes that there is not "reasonably equivalent access to the public highway," granting the petition would violate this statute and constitute an inverse condemnation. On the other hand, if the Commission concludes that "reasonably equivalent access to the public highway" remains, we encourage the Commission to carefully document the reasons it has reached that conclusion so that there is an adequate record to support their conclusion. Such an inquiry is an intensely factual one, so we defer to the judgment of the Commission on this question given its statutory responsibility with respect to Class D roads and its familiarity with the road network in this area."

Program Development • Telephone (801) 965-4129 • Facsimile (801) 965-4551 • www.udot.utah.gov
Calvin Rampton Complex • 4501 South 2700 West • Mailing Address: P.O. Box 143600 • Salt Lake City, Utah 84114-3600

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

JASON E. DAVIS, P.E.
Deputy Director of Engineering and Operations

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

If you have any questions or concerns you can contact Charles Stormont at (385) 226-8948 or email at castormont@utah.gov.

Sincerely,

Chris Potter

Chris Potter, P.E.
Local Government Programs Engineer

CP/

Cc: Ben Huot, UDOT
Ivan Hartle, UDOT
Jeff Ericson, UDOT
Rick Torgerson, UDOT
Linda Hull, UDOT
Charles Stormont, UDOT
Jim Palmer, Assistant Attorney General
Kathleen Clarke, State Public Lands

Program Development • Telephone (801) 965-4129 • Facsimile (801) 965-4551 • www.udot.utah.gov
Calvin Rampton Complex • 4501 South 2700 West • Mailing Address: P.O. Box 143600 • Salt Lake City, Utah 84114-3600

SAN JUAN COUNTY

COMMISSION STAFF REPORT

MEETING DATE: April 06, 2021

ITEM TITLE, PRESENTER: PASS Oil Purchase – Todd Adair – Road Department Superintendent

RECOMMENDATION: Approve Purchase PASS Oil

SUMMARY

The Road Department would like to purchase 129,000 gallons of PASS Oil to chip seal roads this year. This is a sole source product.

HISTORY/PAST ACTION

PASS Oil has been used in previous years for chip seals.

FISCAL IMPACT

$399,900.00 is the total cost and is in the 2021 approved budget.

SAN JUAN COUNTY

PROCUREMENT POLICY AND BID-QUOTATION FORM

#1 NAME OF COMPANY	#2 NAME OF COMPANY	#3 NAME OF COMPANY	#4 NAME OF COMPANY
Asphalt Systems Inc			
Telephone # 801 972 2757	Telephone #	Telephone #	Telephone #
In Person ____ By Mail ____	In Person ____ By Mail ____	In Person ____ By Mail ____	In Person ____ By Mail ____
Time	Time	Time	Time
Contact Person Mark LaBelle	Contact Person	Contact Person	Contact Person
ALL QUOTATIONS TO BE CONFIRMED IN WRITING	ALL QUOTATIONS TO BE CONFIRMED IN WRITING	ALL QUOTATIONS TO BE CONFIRMED IN WRITING	ALL QUOTATIONS TO BE CONFIRMED IN WRITING
ITEMS QUOTED: Pass Oil 129,000 gal	ITEMS QUOTED:	ITEMS QUOTED:	ITEMS QUOTED:
PRICE: $399,900.00	PRICE:	PRICE:	PRICE:

BID CHOSEN AND REASON: Sole Source Product

6,100 gals will be paid for in reimbursement from Forest Service $18,910

SIGNED: _____

DEPARTMENT: _____

P.O. NUMBER: _____

APPROXIMATE DATE OF DELIVERY: _____

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: LSTA Technology State grant, Presented by Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

This is LSTA Technology State grant for up to $5000 that is to be spent on aging/outdated IT equipment or new essential IT equipment. All purchases must be completed between April 1st and June 15th of this year.

HISTORY/PAST ACTION

Similar Technology grants have been submitted in previous years and approved.

FISCAL IMPACT

Reimbursement grant where all approved purchases, up to $5000, will be reimbursed by the State.

STATE OF UTAH

CONTRACT #

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

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

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

DUNS # (required): 070018296
Contact Person: Nicole Perkins
Phone Number: (435) 678-2335
Email: nperkins@sanjuancounty.org
Vendor ID #06866HK Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Fund LSTA Technology Enhancement Grant. Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.

3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Grant Application.

4. CONTRACT PERIOD: Effective Date: 04/1/2021 Termination Date: 06/15/2021, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of $ 5000 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
Attachment A - Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- Grant Application with attached: Assurances – Non-Construction Programs and Certification Regarding Debarment and Suspension, etc.
- Final Survey

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: ***N/A***
   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 GRANTEE'S response to Bid # N/A, dated N/A.

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

GRANTEE	STATE
_____	_____
Director, Manager or Authorized Signatory	Director, State Library Division
_____	N/A Grant
Financial Officer	Director, Division of Purchasing
_____	_____
Date	Director, Division of Finance

Agency Contact for questions during the contract process.

Rachel Cook	801-715-6722	801-715-6767	rcook@utah.gov
Agency Contact	Phone Number	Fax Number	Email

Contract between USL and San Juan County Library System Contract #

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a. "**Contract**" means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
   b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
   c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
   d. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA)or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
   e. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
   f. "**Grant Money**" means money derived from state fees or tax revenues that is owned, held, or administered by the State.
   g. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
   a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
   b. a final written itemized report when all the Grant Money is spent.
   c. **NOTE: If the Grantee is a non-profit corporation**, Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.

6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

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

12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.

13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
   a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.

14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.

16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

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

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

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.

21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision

attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

Contract between USL and San Juan County Library System Contract #

ATTACHMENT B

SCOPE OF WORK AND SPECIAL PROVISIONS

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 04/1/2021.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at ffischer@utah.gov.

2. The effective dates of Contract shall be from 04/1/2021 through 06/15/2021, unless terminated sooner in accordance with the terms and conditions herein.

3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed $5000.

4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.

5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

   USL Contact: Rachel Cook, rcook@utah.gov, 801-715-6722

   GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335

6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

SCOPE OF WORK:

1. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. If applicable, the Project Director or Financial Officer must set up procedures for documenting any salaries/benefits costs associated with the grant project. Time sheets and payroll documentation are required for salary and benefit costs. Name must be legible, but personal information (SSN or home address, for example) may be concealed on copies sent to the USL Contact.
5. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
6. If applicable, the GRANTEE must retain electronic documentation for any salary/benefit costs applicable to the grant during the grant period and have them available for submission upon request.
7. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
8. The links for LSTA Grant Administrative Guidelines can be found at https://docs.google.com/document/d/1imoSyIYtLDSBctiqmwCk514NEXixPNtjRPnFtkCCo7k/edit

Contract between USL and San Juan County Library System Contract #

9. The Project Director must retain all documentation (either in paper or PDF format) related to the grant project for three (3) years after the completion of the grant.
10. The Project Director must acknowledge IMLS and USL as part of the grant project. Additional information is in the Grant Administrative Guidelines.
11. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
12. Funds may be requested for reimbursement by submitting a request in the portal where the application was completed: https://utahdcc.secure.force.com/usl/ with the associated documentation as needed throughout the Grant period. These requests are submitted under the Reimbursement tab. Advancements may be available upon request.
13. All expenditures for the grant project must be expended by 06/15/2021, and reimbursed or submitted for reimbursement by 07/1/2021.
14. *Any funds that will not expended by 06/15/2021, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 06/30/2021.*
15. Final Report (including final budget information) is due to USL on or before 07/15/2021.

SPECIAL CONDITIONS:

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement would read: “This program was funded in part with a grant from the Institute of Museum and Library Services which administers the Library Services and Technology Act.” IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at http://www.imls.gov/recipients/grantee.aspx." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
2. GRANTEE will ensure that The Utah State Library Division, Department of Heritage and Arts, is also acknowledged in all related publications and activities supported with LSTA grant funds. An example acknowledgement may read: “This program was funded in part through a grant from Utah State Library Division, Department of Heritage and Arts.” A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Heritage and Arts, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act.”
3. GRANTEE is required to write a print or electronic letter to their State and federal legislators regarding the value of the grant funding award to their library and community, and must submit copies with the final evaluation report form. Failure to submit evaluation reports and legislative letters will jeopardize future grant awards.

SPECIAL PROVISIONS:

1. USL will reimburse GRANTEE their portion of the LSTA funds for this project up to the total of the Grant amount of $5000, upon receipt of a LSTA Request for Reimbursement of Expenditures form with the associated documentation throughout the Grant period as needed.

OTHER INFORMATION:

Grant Administrative Guidelines can be found at https://docs.google.com/document/d/1imoSyIYtLDSBctiqmwCk514NEXixPNtjRPnFtkCCo7k/edit.

SAN JUAN COUNTY

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Sheriff Jason Torgerson and Sgt.Marcia Shumway

RECOMMENDATION: Enter into a contract with Dr. Michael Q Nielson

SUMMARY

In years past a Medical Director was over both San Juan County EMS and also San Juan Dispatch EMD. The medical doctor told our dispatch supervisor he was too busy to be the medical director over both. This is why we are in need of an EMD.

HISTORY/PAST ACTION

One medical director covered EMS and EMD.

FISCAL IMPACT

This contract was not in the budget but could be paid out of dispatch salaries.

SAN JUAN COUNTY SHERIFF'S OFFICE
MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("Agreement"), entered into as of the 6th day of April 2021, effective as of the 1st day of April 2021, by and between **SAN JUAN COUNTY** ("Agency") a political subdivision of the State of Utah ("Agency"), and Dr. Michael Q Nielson, ("Physician").

RECITALS:

Agency operates a law enforcement agency which performs dispatch duties and responds to and assists on dispatch calls with EMS personnel to crime and accident scenes involving physical injuries; and

Agency has determined that the retention of a physician to provide professional medical direction relating to the dispatch of officers and EMS personnel to crime and accident scenes involving physical injuries as the Medical Director of Agency is in the best interest of the patients, the community, and Agency; and

Agency has determined that the retention of a physician to provide professional medical direction relating to the training and retention of qualified Emergency Medical Dispatchers as the Medical Director of Agency is in the best interest of the patients, the community, and Agency; and

Physician is duly licensed to practice medicine in the State of Utah; and Agency and Physician mutually desire to enter into this Agreement, which will oversee the creation and approval of an Agency Medical Dispatch System and an Agency Medical Call Review Quality Assurance Program review through the provision of Physician's Medical Director services.

NOW, THEREFORE, for and in consideration of the premises set forth above and the mutual benefits, covenants, and agreements set forth below, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless clearly required by the context in which such term is used.

1.1 Agency Policies. The term "Agency Policies" shall mean the established policies, practices, and procedures of the Agency, and those of the San Juan County Sheriff, all adopted, approved, or amended by the Agency in behalf of the San Juan County Sheriff pursuant to normal procedure.

1.2 Agency. San Juan County Sheriff's Office is a law enforcement agency of San Juan County which performs dispatch duties and responds to and assists on dispatch calls with EMS personnel to crime and accident scenes involving physical injuries.

1.3 Medical Director Services. The term "Medical Director Services" shall mean those certain services listed in Section 2.3 herein.

1.4 Term. The term "Term" shall mean the contract period provided for under the Agreement.

ARTICLE II.

COVENANTS OF PHYSICIAN

2.1 Appointment of Physician. Agency hereby appoints Physician as Medical Director of Agency, and Physician accepts such appointment, to provide services for Agency in accordance with the terms of this Agreement.

2.2 Qualifications of Physician. Physician must at all times during the Term of this Agreement (i) hold a valid and unrestricted license to practice medicine in the state in which the

Agency is located, and (ii) be fully capable and qualified, in accordance with good medical practice, to provide Medical Director Services as required by this Agreement.

2.3 Duties of Physician. Physician shall be available for consultation relating to the delivery medical care services ("Program") at the Agency and shall provide the following Medical Director Services:

a. Approval of Medical Dispatch System - Physician will participate in the creation, review and update of the Medical Dispatch System, which includes systemized caller interrogation questions, systemized pre-arrival (at a hospital) instructions, protocols matching the dispatcher's evaluation of injury or illness severity with vehicle response mode and configuration, and the use of Emergency Medical Dispatch card system (also known as Clawson) with the cards being kept up to date with the most recent approved cards.

b. Approval of Medical Call Review Assurance Program - Physician will participate in the creation, review and maintenance of a Medical Call Review Assurance Program, including a random, or as needed, review of calls by the Agency Education/Program Development - Physician agrees to be utilized to teach assessment skills to the Program clinical staff, develop new patient care protocols and assist/review development of staff and patient education materials.

c. In addition, Physician shall perform such other administrative duties as may from time to time be agreed to between Physician and the Agency.

2.4 Insurance. The Agency has secured, through its indemnity pool, insurance for medical doctors working in an administrative capacity. This insurance will cover Physician while reviewing and recommending policy and providing training. Hands on medical treatment would

require Physician to have his own medical malpractice insurance; however, such hand on treatment is outside the scope and duties of this agreement.

2.5 Reports and Records. Physician shall prepare such reports relating to the provision of Medical Director Services as are reasonably requested by Agency. The ownership and right of control of all reports, and supporting documents submitted to or by Physician shall rest exclusively with Agency.

2.6 Confidentiality of Information. Physician agrees to keep confidential and not to use or to disclose to others either during the Term or during any other period of association with Agency extending beyond the Term and for a period of six (6) years thereafter, except as expressly consented to in writing by Agency, any secrets or proprietary information, patient lists, marketing programs, or trade secrets of Agency (which shall be deemed to include all provisions of this Agreement), or any matter or thing ascertained by Physician through Physician's association with Agency, the use or disclosure of which matter or thing might reasonably be constructed to be contrary to the best interest of Agency. Physician further agrees that should this Agreement be terminated, Physician will neither take nor retain, without prior written authorization from Agency, any papers, policies, forms, patient lists, fee documentation, patient records, quality improvement materials, files or other documents or copies thereof or other confidential information of any kind belonging to Agency pertaining to Agency's business. Physician will comply with all applicable privacy and security regulations as specified in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and subsequent rules. Physician agrees to abide by all state and federal law relevant to the confidentiality of patient identifiable health information including but not limited to the HIPAA. Physician is not to share the protected information with any third party unless there is a stated need to share the information

with an identified third party. Any such protected information is to be destroyed or returned to Agency according to Agency policy. Without limiting other possible remedies to Agency for the breach of this covenant, Physician agrees that injunctive or other equitable relief shall be available to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise. Physician further agrees that if any restriction contained in this Section is held by any court of competent jurisdiction to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place and remaining restrictions contained herein shall be enforced independently of each other.

2.7 Good Faith and Best Efforts. Physician agrees to act in good faith, cooperate with Agency, and use best efforts to fulfill the responsibilities and obligations set forth in this Agreement.

ARTICLE III.

COVENANTS OF AGENCY

3.1 Amount of Compensation. In consideration of the Medical Director Services rendered each month by Physician pursuant to this Agreement, Agency shall pay to Physician the amount of $25.00 per hour. Physician agrees that such amount shall be Physician's sole compensation for Medical Director Services furnished pursuant to this Agreement.

3.2 Payment of Compensation. Upon receipt, review and approval of the physician's invoice required in Section 3.3 herein, Agency shall remit to Physician compensation amount set forth in Section 3.1 hereof in accordance with Agency's accounts payable cycle.

3.3 Time Records. Physician shall record promptly and maintain all information that, in the judgment of Agency, is necessary or desirable in order for Agency to have time records documenting the Medical Director Services furnished by Physician hereunder. The form of such

time records shall be determined, and may be from time to time amended, by Agency, and Physician agrees to consult with Agency from time to time regarding the form and content of such records. Physician agrees to submit such time records no later than the 15th day of the month following the month in which the Medical Director Services are furnished.

3.4 Qualifications of Dispatcher. The Agency agrees that it will train and maintain twenty-four (24) hour coverage by certified Emergency Medical Dispatchers (EMD) and that the Agency will maintain the certifications and training of each EMD.

ARTICLE IV.

TERM AND TERMINATION OF AGREEMENT

4.1 Term. This Agreement shall be effective as of the 1st day of April 2021, for a term of one (1) year therefrom; subject however, to Sections 4.2 through 4.4 hereof. This Agreement will be automatically renewed annually by the parties for additional one-year terms unless terminated pursuant to this Article IV. This Agreement will be reviewed annually by the Agency and the San Juan County Sheriff.

4.2 Immediate Termination for Cause by Agency. Agency and or the San Juan County Sheriff may, as its option, terminate this Agreement immediately by written notice to Physician upon the occurrence of any of the following events: (i) Physician's failure to meet any of the qualifications set forth in Section 2.2; (ii) failure of the Physician to fulfill the duties set forth in Section 2.3, (iii) the death or disability of Physician.

4.3 Termination. This Agreement cannot be terminated without cause during the first year. At any time during the Term of this Agreement, either party may terminate this Agreement with cause upon the giving of ninety (90) days advance written notice to the other party.

4.4 Termination or Notice for Default. In the event that either party shall give written notice to the other that such other party has breached a material provision of this Agreement (other than those specified in Section 4.2 above), and such breach remains uncorrected for a period of ten (10) days after receipt of such written notice, the party giving such notice may, at its option, after the expiration of the aforesaid ten (10) day period, terminate this Agreement immediately.

ARTICLE V.

MISCELLANEOUS

5.1 Status of Physician. It is expressly acknowledged by the parties hereto that Physician, in performing Physician's duties and obligations under this Agreement, is an "independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow Agency to exercise control or direction over the manner or method by which Physician performs the services which are the subject matter of this Agreement; provided, always, that the services to be furnished hereunder by Physician shall be provided in a manner consistent with Program Policies, the standard governing such services, and the provisions of this Agreement. Physician understands and agrees that, unless otherwise required under applicable federal income tax laws or the term of any agreement between Agency and the Internal Revenue Service, (i) Physician will not be treated as an employee for federal tax purposes; (ii) Agency will not withhold on behalf of Physician pursuant to this Agreement any sums for income tax, unemployment insurance, social security, retirement benefits, or any other withholding pursuant to any law or requirement of any governmental body relating to Physician, or make available to Physician any of the benefits afforded to employees of Agency; (iii) all of such payments, withholdings, and

benefits, if any, are the sole responsibility of Physician; and (iv) Physician will indemnify and hold harmless Agency from any and all loss or liability arising with respect to such payments, withholding, or benefits, if any.

5.2 Applicable Standards. Physician shall, as a condition precedent to Agency's obligations under this Agreement and the provision of services by Physician hereunder, provide the Medical Director Services in such a manner as may be required by any standard, ruling, or regulation of the State, the U.S. Department of Health and Human Services or any other applicable federal, state, or local governmental agency, corporate entity, or such other entity exercising authority with respect to Agency. Physician shall perform the Medical Director Services in conformance with all requirements of the state and federal constitutions and all applicable state and federal statutes and regulations.

5.3 Notices. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been given or delivered if either personally delivered or mailed by registered mail, return receipt requested, postage prepaid to the following addresses:

If to Physician: _____
_____
_____

If to Agency: San Juan County
Attention: San Juan County Sheriff
117 South Main Street, PO Box #9
Monticello, Utah 84535

5.4 Assignment. Physician may not assign or transfer any of Physician's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Agency. Agency may assign or transfer any of its rights, duties, or obligations under this

Agreement, in whole or in part to any successor entity operating Agency, which assignment shall forever release Agency hereunder.

5.5 No Waiver. The failure of either party to insist at any time upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

5.6 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties, except as may be herein specifically provided to the contrary; provided, however, Physician and Agency each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement during the Term hereof.

5.7 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Utah, and the obligation of the parties created hereunder are fully performable in San Juan County, Utah.

5.8 Enforcement. In the event that either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including without limitation, reasonable attorney's fees.

5.9 Warranty of Authority. Agency represents and warrants to Physician that it has the full power and authority to enter into this Agreement, that all required corporate action has

been duly taken in connection herewith, and that upon execution of this Agreement by Agency, this Agreement shall become a binding obligation of Agency, enforceable against Agency in accordance with its terms and applicable law. Physician represents and warrants to Agency that Physician has the full power and authority to enter into this Agreement, that Physician has no other contract or agreement that conflicts with this Agreement and that this Agreement shall become a binding obligation of Physician, enforceable against Physician in accordance with its terms and applicable law.

5.10 Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

5.11 Entire Agreement: Amendments. This Agreement sets forth all of the representations, promises, agreements, conditions, and understandings between the parties relating to the subject matter of this Agreement, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, and understandings between the parties in any manner relating to the subject matter hereof. This Agreement may be amended but only by a written agreement signed by both parties, such amendment(s) to become effective on the date stipulated in such amendment(s).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

AGENCY

By: _____

Name: Willie Grayeyes

Title: County Commission Chair

PHYSICIAN

By: _____

Name: Dr. Michael Q Nielson

Title: _____

SAN JUAN COUNTY SHERIFF

By: _____

Name: Jason Torgerson

Title: San Juan County Sheriff

SAN JUAN COUNTY COMMISSION

Willie Grayeyes Chairman
Kenneth Maryboy Vice-Chair
Bruce Adams Commissioner
Mack McDonald Administrator

April 1, 2021

U.S. Department of Commerce
Office of Innovation and Entrepreneurship
1401 Constitution Avenue, NW
Suite 71014
Washington, DC 20230

RE: Entrepreneurial Ecosystem in Southeastern Utah

To Whom It May Concern:

San Juan County is a partner with the Southeastern Utah Economic Development District (SEUEDD). San Juan County supports the grant proposal that SEUEDD has submitted to the Office of Innovation and Entrepreneurship for review.

San Juan County continues to work with SEUEDD to foster and grow the entrepreneurial ecosystem throughout Southeastern Utah.

SEUEDD has assisted the County in our assisted San Juan County with the Regional Economic Diversification Summit, strategic planning, funding options, operating the revolving loan funds, and request for information (RFI) proposals for prospective businesses.

Many partnerships in Southeastern Utah, such as with SEUEDD, strive to develop stronger resources and services for new entrepreneurs. This grant proposal will be a springboard for creating and expanding such resources and opportunities throughout the region.

Please reach out to me should you have any questions or comments.

Sincerely,

Willie Grayeyes
Commission Chairman

PO BOX 9 - 117 South Main Street - Monticello, Utah 84535-0009 - 435-587-3225 - Fax 435-587-244

COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the 2021 Sponsorship Agreement Between San Juan County and Chadwick Booth & Co. for $17,000. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the agreement

SUMMARY

This is a Sole Source contract with Chadwick Booth & Company used to help market and relay current issues of San Juan County to the public throughout the regional states. Commissioners had tabled this in a previous meeting requesting that the County Administrator provide additional information regarding the marketing efforts by Chadwick Booth & Co. Those efforts are enclosed with this item in the packet.

HISTORY/PAST ACTION

Last year, they provided marketing and social awareness for water issues around the Navajo Mountain area, the did a segment on Navajo Nation Roads and assisted in legislative issues for the County.

During the February 2, 2021 Commission Meeting, this item was tabled, and it was asked that the County Administrator research and provide further information into previous years marketing efforts that have taken place by Chadwick Booth & Company.

FISCAL IMPACT

Last year's contract was for $30,000. This year, due to the budget issues, we reduced this amount to $15,000.

SPONSORSHIP AGREEMENT BETWEEN CHADWICK BOOTH & CO. AND SAN JUAN COUNTY, UTAH

This Agreement is made and entered into this ___ day of _____, 2021, by and between the San Juan County, a political subdivision of the State of Utah, by and through its duly elected County Council, hereinafter referred to as "County," and Chadwick Booth & Co., producer of the 'The County Seat,' a weekly television program in Cottonwood Heights, Utah and herein after referred to as "Producer/County Seat."

RECITALS

WHEREAS, The County Seat is a weekly television program that studies the role of county government and explores issues facing county leadership. The County Seat focuses on important local issues, public policy, and educates viewers about county and state government processes. The County Seat television series is broadcast Saturday evenings at 11 pm and Sunday mornings at 8:30 am on the ABC affiliate out of Salt Lake City, Utah (KTVX) and re-aired on local cable channels across the state and in high definition streaming webcast on www.TheCountySeat.tv.

WHEREAS, The County wishes to support the production of this program and seeks, from time to time, to contribute to the editorial body of work on topics of interest to the County. The Producer/County Seat agrees to provide for the County (26) thirty second commercial availabilities and the opportunity for the County to participate in the editorial development of the topics discussed on County Seat during the course of the 2021 calendar year. The County agrees to provide completed 30-second spots in any broadcast format to Producer/County Seat prior to the first airdate. The County has the right to subcontract its dedicated 30-second spot time inventory. The County agrees to notify the Producer/County Seat in advance of the airdate of any substitution. The term of this agreement shall be from January 1, 2021 to December 31, 2021.

WHEREAS, The County agrees to provide a point of contact for Producer/County Seat to execute the terms of this agreement and to: a) discuss and choose topics of interest to the County b) determine what spokesperson or personnel will be required for the episodes; c) discuss and/or schedule when participation would be mutually suitable for both parties; d) discuss payment of this agreement; e) discuss mediation/arbitration in the event of default.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. SCOPE OF WORK. The Producer/County Seat agrees provide the opportunity for the County to participate in the development of the editorial body of work; The Producer/County Seat will provide shooting, editing and other related production and promotional services in connection with episodes and web based content. The Producer/County Seat will provide the County free access to any feature stories or show segments and footage shot during regular production of the TV series for use on other video or web based projects the County may undertake. The video will be provided free of charge to the County. The Producer/County Seat will provide the usual and customary

production time for production of one turn-key commercial, during the period of this agreement.

2. COMPENSATION. The County shall pay Producer-County Seat a total sum of $17,000 for services under this agreement. The County shall make a deposit of $8,500 upon signing of this contract. Upon broadcast of 12 commercials on the County Seat, County shall pay the balance due of $8,500 upon receipt of invoice(s) from the Producer/County Seat upon receipt of invoice.
   The County may purchase additional production time at the rate of $175.50 per hour. Additional production time must be approved by the County Commission prior to Producer/County Seat providing such service.

3. TERM OF AGREEMENT. This Agreement shall remain in effect for a term of twelve (12) months commencing on January 1, 2021 through December 31, 2021 unless sooner terminated as hereinafter provided. This Agreement may be extended for up to 12 months under the same terms of this agreement upon agreement of the parties and memorialized in an Addendum to this agreement.

4. TERMINATION. This Agreement may be terminated by either party hereto, with cause, upon thirty (30) days prior to the intended day of termination. Producer/County Seat shall be entitled to retain a prorated fee for any portions of the contract completed.

5. GOVERNING LAW. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Utah for purposes of any suit, action or other proceeding arising out of this Agreement.

6. ARBITRATION/MEDIATION. Any controversy, dispute or claim arising out of or relating to this Agreement, or the termination thereof shall, if not settled by direct negotiation between the parties, be subject to non-binding mediation. Any demand for mediation by either party shall be made in writing and served upon the other party and shall set forth with reasonable specificity the basis of the dispute and the relief sought. Any mediation hereunder shall be conducted before an independent mediator mutually selected by the parties.

7. CONTRACTOR STATUS. The Producer/County Seat is an independent contractor performing certain services for the County and is not an employee of the County.

8. SUBCONTRACTING. This Agreement is based upon the skill and reliability of the Producer/County Seat. However, the Producer/County Seat may subcontract any portion of the services to be performed under this Agreement.

9. ASSIGNMENT. The Producer/County Seat will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.

10. CONFIDENTIALITY. Any confidential information provided to or developed by the Producer/County Seat in performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization by Producer-County Seat without prior approval of the County.

11. MODIFICATION. This Agreement shall not be modified except in writing by amendment executed by both parties.

12. ENTIRE AGREEMENT. The Agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as signed and dated below.

SAN JUAN COUNTY, UTAH

_____

By:
Chairman, San Juan County Board of Commissioners

ATTEST:

_____

By:
County Clerk

THE COUNTY SEAT

_____

By: Chad Booth
Chadwick Booth & Company

Contact Information Sheet

Sponsor: ____

Name of Primary *County Seat*
Contact:____.

E-mail: ____Ph: (______)______-
.

Name of Billing Contact:__________________________ e-
mail:_____________________

Billing Address:
____

City: ______________________________ State: ____ Zip: ___________ Ph.: (____)
-_______.

Return this part

- -

Keep this part

Contacts:

Office: --		(801) 947-8888
Executive Producer-----------	Chad Booth	(801) 403-3666
Associate Producer-----------	Ria Rossi Booth	(801) 712-0400
Client Relations --------------	Kevin Mortensen	(435) 201-0818
Billing --------------------------	Karen Chamberlain	(801) 947-8888
Social Media ------------------	Kat Kennedy	(801) 918-8887

County Seat:

Producer:-----------------------	Derek Dowsett	(435) 668-1187
Field Producer:----------------	Tim Roberts	(801) 910-1116

At Your Leisure:

Producer: ---------------------	Cody Tucker	(801) 918-8887
Field Producer: ---------------	Nick Chase	(801) 513-9294

Season 9 & 10 Report San Juan County

County Seat continues to hold its own as a respected and competitive public affairs program, ranking very high among community engaged leaders in elective and administrative government positions, along with community leaders in business, agriculture and industry.

Below is a summary for episodes aired in 2019 & 2020 that were relevent to San Juan County. 45 out of 33 contracted San Juan County commercials were aired in 2019 and 39 out of 33 contracted spots were aired in 2020.

11:00pm Saturday
8:30am Sunday

Season 10 Ratings Weekly Average 2.7 | 72,000 Viewers
Low .9 | High 5.4

Episode:	Title / Description:	Airdate:	RATINGS	HOUSEHOLD
904	Economic Development & Opportunity Zones	1/26/2019		
905	County Commissioner Advocacy	2/2/2019		
917	"Creating Synergy among the state, county, and businesses in Rural Utah (GOED)"	4/27/2019		
926	San Juan and Grand County Joint meeting about Spanish Valley Development	6/29/2019		
928	Wild Horses	7/13/2019		
930	Bear's Ears Monument Advisory Committee (MAC)	7/27/2019		
934	PILT and SRS Funding for Counties	8/24/2019		
936	One on One w/ Mitt Romney	9/7/2019		
939	NACO Public Lands Committee	9/28/2019		
940	Inland Port	10/5/2019		
942	Sheriffs' Association Conference	10/19/2019		
946	Truth in Taxation	11/16/2019		
947	Uintah Basin Railway	11/23/2019		
948	Utah Association of Counties Annual Conference	11/30/2019		
951	Shortage of EMS Volunteers in Rural Utah	12/21/2019		
1001	1001 Opportunity Zones	1/5/2020	2.50%	23812
1003	1003 Census 2020, 1012 Census 2020 reair	1/19/2020, 3/22/2020	2.3%, 2.2%	21907, 20954
1004	1004 Legislative Session Preview	1/26/2020	3.20%	30479
1007	1007 Roads on the Reservation in San Juan County	2/16/2020	2.20%	20954
1008	1008 BLM Grazing Overhaul	2/23/2020	2.00%	19049
1009	1009 EMS Services revisited (Legislative edition)	3/1/2020	3.00%	28574
1011	1011 Shared Stewardship - A different approach to active forest management	3/15/2020	3.00%	28574
1012	1012 Census 2020 reair	3/22/2020	2.20%	20954
1014	1014 COVID19 County and Health Department emergency responce	4/4/2020	2.20%	20954
1017	1017 Community Planning	4/25/2020	NA	
1019	1019 Rural Online Initiative	5/9/2020	NA	
1020	1020 Impact of COVID 19 on Tourism and Travel in small communities	5/16/2020	NA	
1025	1025 Checks & Balances in elections	6/20/2020	NA	
1029	1029 Wild Horses	7/18/2020	2.20%	20954
1030	1030 2020 Census update	7/25/2020	2.50%	23812
1031	1031 Cost of Fire to the taxpayer	8/1/2020	NA	
1032	1032 Funding Finder	8/8/2020	2.80%	26669
1034	1034 Six County AOG Congressional Tour	8/22/2020	2.60%	24764
1036	1036 Community Planning Reair	9/5/2020	2.50%	23812
1037	1037 Ken Ivory's PILT Calculator	9/12/2020	NA	
1038	1038 Social Ownership SITLA	9/19/2020	3.10%	29527
1039	1039 Ranked Choice Voting	9/26/2020	NA	
1041	1041 Administrative changes to NEPA	10/10/2020	3.20%	30479
1042	1042 106 Reforestation Fire Mitigation Pilot	10/17/2020	2.70%	25717
1043	1043 County Assessors MCAT Multi-County Appraisal Trust	10/24/2020	2.00%	19049
1045	1045 Navajo Utah Water Rights Settlement Act of 2019 Getting running water to people on the Navajo Nation	11/7/2020	3.20%	30479
1046	1046 Utah Indigent Defense Commission	11/14/2020	2.90%	27622
1047	1047 County Rainy Day Fund	11/21/2020	2.40%	22859
1050	1050 EMS update show	12/12/2020	NA	
1051	1051 Block Chain Voting	12/19/2020	3.00%	28574

YouTube 2020 Channel Analytics

Views	Watch Time	Impressions
47,257	210,000 minutes	562,700

11:00pm Saturday
8:30am Sunday

Episode:	Title / Description:	Airdate:	RATINGS	HOUSEHOLD
904	Economic Development & Opportunity Zones	1/26/2019		
905	County Commissioner Advocacy	2/2/2019		
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COMMISSION STAFF REPORT

MEETING DATE: April 6, 2021

ITEM TITLE, PRESENTER: Spanish Valley Special Service District Board Recommendation Appointment Approval, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Appointing Frank Darcy, Lloyd Wilson and David Focardi to the Spanish Valley Special Service District

Make a Motion Recommending a Joint Meeting with the Special Service District for personal interviews with the candidates

SUMMARY

On March 10, 2021, The Special Service District held their monthly Board Meeting in which they voted to not recommend any of the suggestions that the Commission recommends. They stand by their original recommendation of renewing the terms for Frank Darcy, Lloyd Wilson, and Mike Bynum. During that meeting, I had proposed a joint meeting with the Commission and the Special Service District to hold interviews of all candidates. In that meeting, there was discussion regarding the appointment of one of the two that the Commission recommended but, in the end, they recommended keeping their original recommendation.

In reviewing the candidates:

Frank Darcy is retired from the Forest Service where he performed maintenance and has been an active member on the Board since 2006. Frank is the current Chair of the Board and signature on all bond documents.

Lloyd Wilson has been on the Board since 2012 and is currently the Water Operator. He is also contracted to perform bookkeeping and daily operations. He is also managing the close out of the water and sewer project. Lloyd was selected as the Board Member due to his knowledge in the project for the arbitration of claims with contractors. Lloyd is the owner of his own construction company in San Juan County.

Mike Bynum has been on the Board since 2016. He is a former Attorney, a successful business owner in Spanish Valley, and a developer in the area.

Monette Clark has owned property in the area since 2005 and was raised in the area. She is detail oriented and a technical writer. She is a 4th-generation descendant of La Sal and Moab pioneer families. She also served on the County Planning Commission.

David Focardi has lived in the area since 2006. He is a Field Biologist and has been a Geologist with 25 years of experience in Oil and Gas exploration.

When I look at the overall needs of the Special Service District, the experience that David Focardi would bring to the district would be most useful. We are currently pivoting out of the construction projects and now moving into a Water Management role. His experience will aid us in making future water management and planning decisions for future water availability.

HISTORY/PAST ACTION

In the February 16th Commission Meeting, the Commission voted to reject the Special Service Districts recommendation and suggested the Special Service District recommend who the third appointment would be.

In the Policies and Procedures of the San Juan County Commission Adopted June 4, 2019, Section C. Commissioners' Participation on County Boards, Commissions & Committees and Local & Special Service District Boards, Item #5 states: Special Service District Boards: ln accordance with (UCA 17D, Chapter 1) the Commission may establish Special Service District ("District") Boards. These Boards are independent of the County except that the Commission shall, pursuant to UCA Section 17D-1-303, make all appointments to such Administrative Control Boards except for District Boards elected by the public and where otherwise established in the organization's bylaws or enabling documents. Each District Board shall include one Commissioner representative as appointed or assigned by the Commission to serve the term established by the District bylaws. All business conducted by the District Board shall be independent of the County. Joint meetings of the Commission Membership and the District Boards are encouraged for the purpose of establishing common goals and objectives. However, the County Commission will not direct or attempt to direct the decisions of the Special District Boards

In the January 19th Commission Meeting, Commissioner Maryboy made the motion to pull this item from the Consent Agenda and table the recommendation until Commissioner Grayeyes could be in attendance to discuss this item.

FISCAL IMPACT

N/A

Monette Tangren Clark
22 West Coronado
Moab, UT 84532

December 18, 2020

Mack McDonald, Administrator
San Juan County, UT

Dear Mr. McDonald:

I am writing to apply for the appointed position of Board Member of the San Juan Spanish Valley Special Service District.

I live in Spanish Valley, within the boundaries of the District and I am also a registered San Juan County voter. I own a lot at 22 West Coronado and have resided there in a manufactured home since 2005.

I would like to serve on the Board of the San Juan Spanish Valley Special Service District for several reasons:

- I am a water/sewer customer of the District. As such, the cost of our water/sewer service has a direct impact on me.
- Water availability will drive the amount of development possible here. I'd like to be involved in decisions that affect my future, and the future of Spanish Valley.
- I have a great personal investment and love of Spanish Valley. In the late 1880's, my pioneer ancestors settled here and on the La Sal Mountains. I was raised in Spanish Valley; I have lived here for over 60 percent of my life.
- I have studied the geological, human, and aquifer history of Spanish Valley. As a detail oriented person and technical writer, my knowledge and skills can be beneficial to the Board.
- I am retired and in good health. I have the time and desire to help form a carefully planned, beautiful and balanced municipality in Spanish Valley. Water is vital to how and how much we grow.
- I am willing to roll up my sleeves, study and work as a team member.

Please let me know if you need additional information about me or my qualifications to serve on the Board of the San Juan Spanish Valley Special Service District. Thank you for considering me for this appointed position. I would love to be of service.

Respectfully,

Monette Clark

cc: Commission Chairman Kenneth Maryboy; Commission Member Willie Greyeyes; Commission Member Bruce Adams; Spanish Valley Special Service Water District

San Juan Spanish Valley Special Service District Board Vacancy Letter of Interest

December 11, 2020

My name is Frank Darcey, I am a long time resident and a registered voter of Spanish Valley in San Juan County.

I am looking for the opportunity to volunteer on the San Juan Spanish Valley Special Service District Board as I have been for several years.

Your consideration is greatly appreciated.

Thank you,

Frank B Darcey Jr.

12.11.2020

Date

Frank Darcey
4750 Sunny Acres Ln
Moab UT 84532
435-259-2222

San Juan Spanish Valley Special Service District Board Vacancy Letter of Interest

December 11, 2020

My name is Lloyd Wilson, I am a long time resident and a registered voter of Spanish Valley in San Juan County.

I am looking for the opportunity to volunteer on the San Juan Spanish Valley Special Service District Board as I have been for several years.

Your consideration is greatly appreciated.

Thank you,

Lloyd Wilson

12-11-2020
Date

134 Tangren Lane
Moab UT 84532
435-260-8871

Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Applied For: Spanish Valley Special Service Water District

Name: David Focardi

Mailing Address: 4900 Sunny Acres Lane

City: Moab State: Utah ZIP Code: 84532

Day Phone: 435-260-1975 Email Address: datawrangler81@gmail.com

In what year did you establish your current residency in Grand County? 1993
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) San Juan County since 2006

Occupation or professional training: Geologist, 25 years experience in Oil and Gas exploration, currently Field Biologist

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

Wellsite Geologist and Mudlogger 1982-2007 working on oil and gas wells in all western states except California. As a resident of Grand County adjudicated a well on our property at 1181 Wagner Ave, and as a resident of San Juan County adjudicated a well on our 4900 Sunny Acres Lane property. I also worked as a hydrologist locating water well construction sites in Sierra Leone, Africa in the Peace Corps in 1981.

San Juan Spanish Valley Special Service District Board Vacancy Letter of Interest

December 11, 2020

My name is Mike Bynum, I am a long time resident and a registered voter of Spanish Valley in San Juan County.

I am looking for the opportunity to volunteer on the San Juan Spanish Valley Special Service District Board as I have been for several years.

Your consideration is greatly appreciated.

Thank you,

Mike Bynum
Moab UT 84532
303-588-1119

12/14/20
Date

SAN JUAN COUNTY UTAH
RESOLUTION NO 2021-___

A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS SUPPORTING THE FINDINGS AND RECOMMENDATION OF DINE' ATIIN BAHANE: NAVAJO ROAD EMERGENCE - THE NAVAJO NATION WHITE PAPER 2021

WHEREAS: The Board of San Juan County Commissioners has the statutory responsibility for the executive and legislative powers, duties and functions of the County (UCA 17-52-501); and

WHEREAS: The Board of San Juan County Commissioners are charged with making policy for the residents in San Juan County as it relates to County business; and

WHEREAS: According to the 2010 Census of the United States, 50.4% of County residents are Native American; and

WHEREAS: The majority of those Native American are members of the Navajo Nation who live on the Navajo Nation in the County; and

WHEREAS: The Dine' Atiin Bahane was written by the Navajo Nation Washington Office with the Navajo Nation Office of President & Vice President, the Navajo Nation Division of Transportation, the Navajo Nation Environmental Protection Agency, the Navajo Nation Division of Economic Development, the Navajo Nation Division of Community Development, the Navajo Nation Division of Natural Resources, and the Navajo-Hopi Land Commission; and

WHEREAS: The Navajo Nation is the largest American Indian tribe in the United States, with 173,000 members whose ability to get to school, jobs, health care or any place else is compromised daily; and

WHEREAS: About 80% of our 14,167 road miles are unimproved and mostly unmaintained due to paternalistic federal policies; and

WHEREAS: These unimproved and unmaintained roads become washboards and sand traps in the dry season and impassable mud bogs in rain or snow; and

WHEREAS: The Navajo Regional Office of the Bureau of Indian Affairs implements policy that results in road conditions that are no different in 2021 than they were in 1921; and

WHEREAS: The Navajo Regional Office of the Bureau of Indian Affairs uses, with no legal basis, Tribal Priority Allocations on BIA roads and not Navajo tribal roads; and

WHEREAS: The Navajo Regional Office of the Bureau of Indian Affairs continues to deny Navajo school children equal access to education when it fails to reasonably maintain or improve Navajo Nation roads in violation of the United States Constitution; and

WHEREAS: In 2021, the Navajo Nation receives the same amount of Tribal Transportation Program funding it received in 1995; and

WHEREAS: The current Tribal Transportation Program funding formula subsidizes State and County roads not on tribal trust land.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Board of San Juan County Commissioners expresses the need for the federal government to move beyond colonial policies to make nation building on the Navajo Nation a reality.

2. The Board of San Juan County Commissioners expresses the need for federal partnerships between the Navajo Nation and the federal government whose terms are commensurate with a government to government relationship.

3. The Board of San Juan County Commissioners expresses the need for a safe, efficient transportation system that supports economic opportunity and livable communities throughout the Navajo Nation.

4. The Board of San Juan County Commissioners expresses the need for the Navajo Nation's federal partners to support, not supplant, Navajo decision-making authority for Navajo people on Navajo land.

PASSED, ADOPTED, AND APPROVED by the Board of San Juan County Commissioners this 6th day of April, 2021, by the following vote:

Those voting aye:
Those voting nay:
Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

_____
Willie Grayeyes, Chair

ATTEST:

_____
John David Nielson, Clerk/Auditor

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